

**Partnership Agreement**  
entered into under Section 1746(2) of Act No. 89/2012, the Civil Code

**Article I**  
**Parties**

**Olomoucký kraj (Olomouc Region)**

Registered office: Jeremenkova 1191/40a, Hodolany, 779 00 Olomouc

Represented by: Ing. Josef Suchánek, Governor of the Olomouc Region

ID No.: 60609460

Bank account details: [REDACTED]

Contact person: [REDACTED]

(hereinafter the “Coordinating Beneficiary”)

and

**ENSYTRA s.r.o.**

Registered office: nám. Svobody 931/22, 789 85 Mohelnice

Represented by: Ing. Ondřej Grohar

Company registration: Section C, File 43925, kept with the Regional Court in Ostrava

ID No.: 28582136

Bank account details: [REDACTED]

Contact person: Ing. Ondřej Grohar

(hereinafter the “Associated Beneficiary”)

and

**Palacký University Olomouc**

Registered office: Křížkovského 511/8, 779 00 Olomouc

Represented by: [REDACTED]

ID No.: 61989592

Bank account details: [REDACTED]

Contact person: [REDACTED]

(hereinafter the “Associated Beneficiary”)

and

**Inovační centrum Olomouckého kraje** (Innovation Centre of the Olomouc Region)

Registered office: 17. listopadu 1230/8a, 779 00 Olomouc

Statutory body: The Board of Directors, acting through its Chairman or a Vice-Chairman  
authorized by the Chairman

Represented in accordance with Art. 166 par. 1 of the Civil Code and the valid organizational rules:

Registration details: Section L, File No. 12288, kept with the Regional Court in Ostrava

ID No.: 72555149

Bank account details:

Contact person:

(hereinafter the “Associated Beneficiary”)

(together hereinafter the “Parties” or “Beneficiaries”)

entered on the day, month and year stated below into this Partnership Agreement (hereinafter referred to as the “Agreement”):

## **Article II** **Subject-matter**

1. This Agreement is based on Regulation (EU) 2021/783 of the European Parliament and of the Council of 29 April 2021 establishing a Programme for the Environment and Climate Action (LIFE), and repealing Regulation (EU) No 1293/2013 (hereinafter the “LIFE Regulation”).
2. This Agreement is executed in relation to a project entitled **Energy Living Lab of the Olomouc Region**, No. 101167482 (hereinafter the “Project”) as described in the Grant Agreement executed by the Coordinating Beneficiary, the Associated Beneficiaries and the European Climate, Infrastructure and Environment Executive Agency (CINEA) (hereinafter the “Agency”), including all annexes thereto which are incorporated by reference therein.
3. The Grant Agreement including all annexes and any amendments that may be made is incorporated by reference into this Agreement.
4. Unless expressly provided otherwise, all parts of the Grant Agreement, including its Annexes, are relevant and apply to the Coordinating Beneficiary as well as all Associated Beneficiaries.
5. This Agreement defines the rights and obligations of the Coordinating Beneficiary and the Associated Beneficiaries not expressly regulated in the Grant Agreement including, without limitation, organization of work among the Parties (also the “Consortium”), management of the Project as well as the rights and obligations of the Parties.
6. The provisions of the Grant Agreement and the Annexes thereto take precedence over this Agreement or any other agreement made by any of the Associated Beneficiaries and the Coordinating Beneficiary which may affect the performance of the Grant Agreement between the Coordinating Beneficiary and the Agency.

### Article III. Duration

1. This Agreement comes into force on the date it is signed by the last Party and comes into effect on the date of its disclosure in the Register of Contracts under Act No. 340/2015 Sb., on special requirements for certain contracts to take effect, on the disclosure of such contracts and on the register of contracts ("Contract Disclosure Act"), as amended. The Coordinating Beneficiary is responsible for disclosing the Agreement in the Register. The Agreement will lose effect 5 years after the respective portion of the final payment has been paid by the Coordinating Beneficiary to the last Associated Beneficiary.
2. Other entities may become a party hereto during the term of this Agreement. Such an entity must show its intention by signing a document of accession executed by such the acceding entity and the Coordinating Beneficiary. Accession of a new Associated Beneficiary is possible subject to agreement of the existing Parties in the form of a written amendment hereto.

### Article IV Project Funding

1. The project under Article II will be funded from a grant awarded for LIFE projects under LIFE-2023-CET call by the Agency.
2. Annex No. 1 to the Grant Agreement specifies the action tasks of the Coordinating Beneficiary and the Associated Beneficiaries within the Project, which will translate into their eligible costs.
3. The following table specifies the share of the Coordinating Beneficiary and the Associated Beneficiaries in the total eligible costs in EUR:

Beneficiary	Direct costs	Indirect costs	Total eligible costs
<b>Olomoucký kraj</b>	858,900.00	60,123.00	919,023.00
<b>Palacký University Olomouc</b>	37,394.00	2,617.58	40,011.58
<b>Innovation Centre of the Olomouc Region</b>	52,298.00	3,660.86	55,958.86
<b>ENSYTRA s.r.o.</b>	37,300.00	2,611.00	39,911.00
<b>Total</b>	<b>985,892.00</b>	<b>69,012.44</b>	<b>1,054,904.44</b>

4. The total grant amount under the Grant Agreement equals **EUR 1,002,159.22**. The Grant covers direct and indirect costs of the Coordinating Beneficiary and the Associated Beneficiaries. A flat rate of 7% of the eligible direct costs will apply to the reimbursement of the indirect costs.
5. The Coordinating Beneficiary will receive prefinancing payments from the Agency.
6. The maximum share in funding for the Coordinating Beneficiary and the Associated Beneficiaries equals in EUR:

Beneficiary	Direct costs	Indirect costs	Grant	share (%) <sup>1</sup>
<b>Olomoucký kraj</b>	815,955.00	57,116.85	<b>873,071.85</b>	87.12
<b>Palacký University Olomouc</b>	35,524.30	2,486.70	<b>38,011.00</b>	3.79
<b>Innovation Centre of the Olomouc Region</b>	49,683.10	3,477.82	<b>53,160.92</b>	5.31
<b>ENSYTRA s.r.o.</b>	35,435.00	2,480.45	<b>37,915.45</b>	3.78
<b>Total</b>	<b>936,597.40</b>	<b>65,561.82</b>	<b>1,002,159.22</b>	100.00

<sup>1</sup>The share is intended for informative purposes only and is not binding.

7. The payments will be made by the Agency in EUR in accordance with the schedule under Article IX(2) hereof as follows:

Payment type	Initial prefinancing	Additional prefinancing	Final payment	Grant
Total	<b>300,647.77</b>	<b>501,079.61</b>	<b>200,431.84</b>	<b>1,002,159.22</b>

8. The Associated Beneficiaries will receive funding from each prefinancing payment from the Coordinating Beneficiary in the amount (EUR) specified in this paragraph within undue delay after the payment has been credited to the account of the Coordinating Beneficiary.

Beneficiary	Initial prefinancing		Additional prefinancing		Final payment		Grant
	Direct costs	Indirect costs	Direct costs	Indirect costs	Direct costs	Indirect costs	
<b>Olomoucký kraj</b>	244,789.10	17,135.24	407,981.83	28,558.73	163,184.07	11,422.89	<b>873,071.85</b>
<b>Palacký University Olomouc</b>	10,649.11	745.44	17,748.52	1,242.40	7,126.67	498.87	<b>38,011.00</b>
<b>Innovation Centre of the Olomouc Region</b>	14,920.00	1,044.40	24,866.66	1,740.67	9,896.44	692.75	<b>53,160.92</b>
<b>ENSYTRA s.r.o.</b>	10,621.01	743.47	17,701.69	1,239.12	7,112.29	497.86	<b>37,915.45</b>
Total	<b>280,979.22</b>	<b>19,668.55</b>	<b>468,298.70</b>	<b>32,780.91</b>	<b>187,319.47</b>	<b>13,112.36</b>	<b>1,002,159.22</b>
	<b>300,647.77</b>		<b>501,079.61</b>		<b>200,431.84</b>		

9. The share of Associated Beneficiaries in the Prefinancing payments stated in Paragraph 8 hereof will be increased by the Coordinating Beneficiary by 5%, which corresponds to the share of Associated Beneficiaries in the total eligible costs not covered by the Grant.
10. The share in initial prefinancing will be transferred to the Associated Beneficiaries without undue delay after this Agreement comes into effect.
11. All payments made by the Coordinating Beneficiary to the Associated Beneficiaries will be made in euros by wire transfer to the bank account of the respective Associated Beneficiary.
12. Each Party will bear any bank charges of its bank.
13. Associated Beneficiaries may use the funding received for the implementation of action tasks under Annex No. 1 of the Grant Agreement to cover the costs eligible under Paragraphs 6.1 and 6.2. of the Grant Agreement.
14. Associated Beneficiaries shall provide a proper statement of account for each prefinancing payment and provide evidence of the costs as foreseen by Article IX hereof. The Coordinating Beneficiary will provide further prefinancing to the Associated Beneficiaries on the basis of the statement of account, or upon a request by the Associated Beneficiary.
15. The estimated total costs incurred by the Associated Beneficiary will be regularly reviewed during the project. Subject to agreement with the Coordinating Beneficiary, who reviews the total costs incurred by all Parties, the amounts specified in this article may be modified provided that such modification complies with the Project budget provisions of the Grant Agreement.
16. The final accounts of the Grant will be based on a review of a final statement of eligible costs and revenues by the Agency.

## Article V Payment Terms

1. Unless an Associated Beneficiary requests otherwise in writing, the Coordinating Beneficiary will transfer all payments to the bank account of the Associated Beneficiary specified in Article I hereof.

2. The Coordinating Beneficiary and the Associated Beneficiaries understand that all payments qualify as prefinancing until the Agency has approved the final technical reports and financial statements and transfers the final payment to the Coordinating Beneficiary.
3. Once the Agency makes the final payment, the Coordinating Beneficiary will transfer the share in the final payment to the Associated Beneficiaries.
4. The Coordinating Beneficiary may recover any amounts which have been unduly paid to the Associated Beneficiary, including unduly paid amounts identified as such during an ex-post audit by the Agency.

Associated Beneficiaries shall refund any unduly paid amounts to the bank account of the Coordinating Beneficiary within 15 business days after a notice sent by the Coordinating Beneficiary.

#### **Article VI** **Role and Obligations of the Coordinating Beneficiary**

1. The Coordinating Beneficiary shall monitor the Project implementation to make sure it complies with the Grant Agreement.
2. The Coordinating Beneficiary will provide Associated Beneficiaries with copies of technical reports and financial statements submitted to the Agency as well as any responses by the Agency to such reports. The Coordinating Beneficiary will inform the Associated Beneficiaries of any communication with the Agency related to the Project on a regular basis.
3. The Coordinating Beneficiary shall monitor proper implementation of the Project on an ongoing basis. To this effect, the Coordinating Beneficiary may request relevant background materials from the Associated Beneficiaries, and the Associated Beneficiaries shall provide such documents in the form and by the deadline set by the Coordinating Beneficiary. If any shortcomings are found on part of the Associated Beneficiaries, the Coordinating Beneficiary shall inform the Associated Beneficiaries thereof without undue delay and propose a method and deadline to remedy the situation.
4. The Coordinating Beneficiary shall distribute the payments received from the Agency to the Associated Beneficiaries without undue delay after receiving the payment.
5. The Coordinating Beneficiary shall inform the Agency without undue delay of any payments made to the Associated Beneficiaries.
6. The Coordinating Beneficiary shall request from the Associated Beneficiaries all required information and documents and check them for correctness and accuracy before submitting them to the Agency.

#### **Article VII** **Role and Obligations of the Associated Beneficiaries**

1. Associated Beneficiaries are responsible for their part of the Project and its implementation in compliance with the Grant Application, Grant Agreement including, without limitation, Annex No. 1 thereof, as well as in compliance with any modifications as may be approved by the Agency, and in compliance with existing legislation and regulations applicable to the Project implementation.
2. The roles and obligations of each Associated Beneficiary are defined in the Project description attached as Annex No. 1 to the Grant Agreement. For the purposes of implementation of the Project action tasks as defined in Annex No. 1 to the Grant Agreement including, without limitation, WP 1: Project management, monitoring and reporting, the roles of the Associated Beneficiaries will be specified in more detail with specific outcomes falling within the responsibility of each Associated Beneficiary.

3. Associated Beneficiaries agree to perform their tasks related to the Project diligently and without undue delay, and acknowledge their responsibility for successful implementation of the Project.
4. If any shortcomings are identified by the Coordinating Beneficiary, the Associated Beneficiary shall remedy such shortcomings in a way and by a deadline specified by the Coordinating Beneficiary.
5. Associated Beneficiaries are responsible for their budgets up to the amount corresponding to their participation in the Project.

#### **Article VIII** **Common Obligations for all Parties**

1. The Coordinating Beneficiary and the Associated Beneficiaries (hereinafter the “Beneficiaries”), being parties to the Grant Agreement, are autonomously responsible for the implementation of their respective part of the Grant Agreement and the performance of any obligations thereunder.
2. The Beneficiaries shall, jointly or individually, implement the Project in compliance with the description in Annex No. 1 to the Grant Agreement as well as other provisions of the Grant Agreement, the terms of the call and all duties under existing EU, international and national legislation.
3. The Beneficiaries shall take any reasonable measures to prevent situations that may compromise unbiased and objective performance of the Grant Agreement due to family circumstances, emotional ties, political or ethnic affinity, economic interests or other direct or indirect personal interests.
4. The Beneficiaries shall ensure visibility of the project; without limiting the generality of the foregoing, they shall include information about EU funding and display the EU flag (emblem) and funding notice.
5. The Beneficiaries are responsible jointly and severally for the implementation of the Project in compliance with this Agreement and the Grant Agreement; if any of the Beneficiaries fails to implement its part of the Project, the other Beneficiaries are responsible for the implementation of this part (without any increase in the Grant amount); such responsibility may be addressed by proposing a new partner, or amendment to or termination of the Project.
6. The Beneficiaries shall take such internal measures that make the implementation of the Project possible; such measures must comply with the terms of this Agreement or the Grant Agreement.
7. The Beneficiaries shall be eligible (and their action must be eligible) under the respective EU programme during the entire action. Any costs and contributions will be eligible only if the Beneficiaries and the Project are eligible.
8. The Beneficiaries shall keep all data in the Participants Register of the Funding & Tenders Portal (hereinafter the “Portal”) updated.
9. The Beneficiaries shall inform other Beneficiaries without undue delay of any events or circumstances that may impact the implementation of the Project including, without limitation, changes related to their legal, financial, technical, organizational or ownership structure (including any changes related to any of the grounds for disqualification listed in the statutory declaration signed before the execution of the Grant Agreement).
10. The Beneficiaries shall store all original copies of records and background documents related to the Project for 5 years after the final payment. The same period applies to storing original copies of records and background documents/invoices and receipts to evidence the costs incurred and contributions received.

11. The Beneficiaries shall keep separate accounts of any transactions related hereto in compliance with applicable legislation including, without limitation, Act No. 563/1991 Sb, the Accounting Act, as amended.
12. The Beneficiaries shall make sure that all invoices issued and received include an unambiguous identification of the project as follows: *"Energy Living Lab of the Olomouc Region, No. 101167482"*.
13. The Beneficiaries shall keep confidential all information and documents designated as confidential during the implementation of the Project and for 5 years after the final payment; if any checks, audits or evaluations are conducted before the final payment is made, the Coordinating Beneficiary shall provide all information, including electronic information, requested by the Agency/Commission or another independent body authorized by the Agency/Commission; if convenient, the Agency/Commission may request such information directly from the Associated Beneficiaries.
14. During on-site inspections, the Beneficiaries must enable access of Agency employees and independent officers authorized by the Agency to its premises and establishments where the Project is implemented, as well as access to all required information, including information in electronic form; the Beneficiaries shall make sure that such information be easily accessible on-site or provided in an appropriate way.
15. The Beneficiaries shall enable checks of all documents related to the Project action tasks, as well as continuous monitoring of the action tasks undertaken to perform under the Grant Agreement or this Agreement, and shall provide assistance to all entities authorized to conduct such checks, or as the case may be, their representatives. Such authorized entities include the Agency, the European Commission, the European Anti-Fraud Office (OLAF), European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA) or any other entities or persons authorized to carry out such checks.
16. During the implementation of the Project, the Beneficiaries shall award public contracts in compliance with the Grant Agreement, the Annexes thereto, and Act No. 134/2016 Sb., the Public Procurement Act, as amended.
17. The Beneficiaries shall make sure that their representatives attend meetings of monitoring missions organized by external monitoring bodies, or the Agency.
18. The Beneficiaries agree to respect the fundamental values of the EU including respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.
19. The Beneficiaries shall carry out the Project in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

## **Article IX**

### **Reporting**

1. In order to file requests for payments, the Coordinating Beneficiary shall submit reports to the Agency through the Portal in compliance with the time schedule under Paragraph 2 hereof.
2. The following table shows the reporting time schedule:



Reporting					
Reporting period			Report type	Deadline	Payment type
RP No.	From (month)	To (month)			
					Initial prefinancing
1	1	18	Additional prefinancing report	60 days after end of reporting period	Additional prefinancing
2	19	36	Periodic report	60 days after end of reporting period	Final payment

3. Both the additional prefinancing report and the periodic report include a technical and a financial part.
  - a. The technical part includes an overview of the action implementation. It must be prepared using the template available in the Portal Periodic Reporting tool.
  - b. The financial part must include:
    - a statement on the use of the previous prefinancing payment;
    - the financial statements (individual and consolidated for all Beneficiaries/; the statements must detail the eligible costs and contributions for each budget category and, for the final payment, also the revenues for the action);
    - the explanation on the use of resources (or detailed cost reporting table, if required);
    - the certificates on the financial statements (CFS).
4. The Associated Beneficiaries agree to submit to the Coordinating Beneficiary information about the Project for preparing the Additional prefinancing report and the Periodic report every quarter after the commencement of the Project within 15 days after the end of the respective reporting quarter.
5. The first reporting quarter will be from 1 October to 31 December 2024.
6. The Associated Beneficiaries will be informed about the form and extent of the information requested by the Coordinating Beneficiary not later than 1 month before the end of the first reporting quarter.
7. The Associated Beneficiaries agree to provide additional information related to the action implementation to the Coordinating Beneficiary, if requested, by the deadline specified by the Coordinating Beneficiary allowing sufficient time to deal with the request.

## Article X

### Consortium Structure and Management

1. The Coordinating Beneficiary and the Associated Beneficiaries form a consortium.
2. The organizational structure of the consortium includes:

#### A. The Coordinator

An authorized representative of the Coordinating Beneficiary, the Coordinator, will act as an intermediary between members of the Consortium and the Agency.



The Coordinator will serve as a secretary to the Steering Committee with the right to participate in its meeting having a consultative role.

The Coordinator will be responsible for preparing materials for the meetings of the Steering Committee and providing other input necessary for decision-making such as materials prepared by external experts, risk analyses, statistics and project monitoring reports, and will also be responsible for direct active participation of the members of the project team and relevant experts.

The responsibilities of the Coordinator also include:

- keeping an up-to-date and accessible list of registered offices of Consortium members, contact details of their authorized signatories and all members of the Steering Committee and the Executive Team;
- collecting and checking for consistency and reporting other outputs (including financial statements and related certificates) and specific requested documents to the Agency;
- providing documents and other information related to the Project to other relevant entities;
- grant administration;
- providing the Parties, if requested, with official or original copies of documents that are held solely by the Coordinating Beneficiary if such (original) copies are necessary to enforce claims of the Parties.

If the Coordinator fails to perform the Coordinator's tasks, the Steering Committee may propose that the Coordinator be replaced.

Unless the Grant Agreement or this Agreement provide for otherwise, the Coordinator may not act or make any binding statements on behalf of any of the Parties or the Consortium.

## **B. Steering Committee**

The Steering Committee is the principal decision-making body within the Project.

The Steering Committee is composed of one representative of each Beneficiary (hereinafter "member of the Steering Committee"). Each Beneficiary will appoint one member of the Steering Committee and one substitute member, who will be mutually substitutable.

Each member of the Steering Committee is considered to be authorized to discuss, deal with and decide any issues.

The Beneficiaries agree to comply with all decisions of the Steering Committee. The decisions of the Steering Committee are binding on all Beneficiaries.

The Steering Committee may make proposals or adopt decisions of its own initiative in compliance with the procedures defined herein.

The Steering Committee will assess and make a decision on all proposals by the Executive Team.

The meetings of the Steering Committee are held once every six months or at any time if requested by the Executive Team or a member of the Steering Committee.

The agenda of the meetings will include assessment of the Project progress, planned activities, material circumstances that may modify or amend the defined activities and outputs and other proposals by members of the Steering Committee or the Executive Team.

### C. Executive Team

The Executive Team composed of the Coordinator and experts appointed by members of the Consortium is responsible for the implementation of the Project action tasks. The Steering Committee approves the composition of the Executive Team.

The Executive Team prepares the meeting and agenda of the Steering Committee jointly with the Coordinator.

The Executive Team makes an effort to achieve consensus among the Parties.

The Executive Team is responsible for proper implementation of the decisions of the Steering Committee.

The Executive Team will monitor effective implementation of the Project.

Every six months the Executive Team will also collect information about progress on the Project implementation, review such information to assess compliance with the Project schedule and, if necessary, propose modification of the Project action tasks to the Steering Committee to achieve the goals of the Project.

If any tasks are cancelled by the Steering Committee, the Executive Team will provide the Steering Committee with input about the methods of reorganizing the tasks and budgets of the Consortium members. Such reorganization will take into account all previous legitimate obligations that cannot be cancelled.

The meetings of the Executive Team will be held not less than once a month or at any time if requested by a member of the Executive Team.

The agenda of the meetings includes compliance of the Project implementation with the Project application, capacity planning, coordination of joint outputs, possible modification, Project monitoring and reporting, including financial management documents.

The Executive Team itself does not make any decisions. It makes proposals to the Steering Committee that makes a decision on the proposals.

### 3. Meeting preparation and organization

The Coordinator will give written notice of the meeting to all members of the Steering Committee/Executive Team as soon as possible, but not later than specified below:

	Notice for standard meetings	Notice for extraordinary meetings
Steering Committee	10 calendar days	5 calendar days
Executive Team	10 calendar days	5 calendar days

The Coordinator will prepare the agenda of the meeting and send it to each member of the Steering Committee/Executive Team not later than 5 calendar days before the meeting.

Any item of agenda on which a decision needs to be taken by the Steering Committee/Executive Team must be designated as such on the agenda. Any member of the Steering Committee/Executive Team may add other items to the original agenda by written notice sent to all other members not later than 3 calendar days before the meeting.

During the meeting, the members of the Steering Committee/Executive Team who are present or represented at the meeting may unanimously agree that a new item be added to the agenda.

Two thirds of the members of the Steering Committee/Executive Team constitute quorum.

If a quorum of the Steering Committee/Executive Team as required under the preceding paragraph is not present, the Coordinator will schedule a new meeting within 15 calendar days. If a quorum of the Steering Committee/Executive Team is not present again, the Coordinator will convene an extraordinary meeting where decisions may be adopted even if less than two thirds of members are present.

Each member of the Steering Committee/Executive Team who is present or represented at the meeting has one vote.

To adopt a decision, more than 50% of the votes of the members present or represented must be in favour.

The meetings of the Steering Committee/Executive Team may also be held remotely through tele- or video-conferencing or other telecommunication means.

A decision may be adopted in lieu of meeting if

- a) the Coordinator sends a proposed decision to all members of the Steering Committee/Executive Team and specifies a time limit of more than 10 calendar days after the receipt to respond;
- b) a minimum of 51% of all members agree with the decision.

The Coordinator will inform all Parties of the voting results.

The decision will be binding once the Coordinator sends a written notice of the voting result to all members. The Coordinator will keep any voting records and will make them accessible to the Parties if requested to do so.

The Coordinator will draw up minutes of every meeting, which will formally record all decisions adopted. The draft minutes will be sent to all members within 10 calendar days after the meeting.

#### 4. Right of veto

A member of the Consortium that provides evidence that its work, time, costs, obligations, intellectual property rights or other legitimate interests could be compromised by a decision of the Steering Committee may exercise a right of veto with respect to the respective decision or its part.

If the decision is related to an item on the original agenda, the Parties may exercise the right of veto only during the meeting.

If the decision is related to an item added on the agenda during the meeting, the Party concerned may exercise the right of veto at the meeting or within 15 calendar days after receiving the draft minutes of the meeting.

If a decision is adopted in lieu of meeting, the Party concerned may exercise the right of veto within 15 days after receiving a written notice of the voting results from the Coordinator.

If a right of veto is exercised, all members of the Steering Committee will make their best efforts to deal with the issue giving rise to the veto to the satisfaction of all Parties.

A Party may not exercise the right of veto with respect to a decision to establish its identity as breaching or non-performing party. The breaching party may not veto a decision related to its participation in the Consortium or its termination.

The Parties requesting termination may not veto any decisions related to the termination.

## **Article            XI**

### **Intellectual Property Rights**

1. Any results that qualify as intellectual property are owned by the Party that is the owner of such intellectual property or that has the right to exercise the intellectual property rights.
2. Any of the Parties may assign the ownership of its results, including any interest in results owned jointly by the Parties, in compliance with Paragraph 16.2 of the Grant Agreement and Annex No. 5 thereto (Transfer and licensing of results).
3. Joint ownership is governed by Paragraph 16.2. of the Grant Agreement and its Annex No. 5 (Ownership of results) as well as the following provisions:

Unless agreed otherwise:

- any of the co-owners may use the joint results for non-commercial research and education activities without prior consent of the remaining co-owners.
4. The Parties must be informed of any intended publication or disclosure of the results by 30 calendar days' written notice. As foreseen by the Grant Agreement, the intended publication may be challenged within 15 calendar days after the written notice has been received by sending a written notice to the Coordinator and the Party/Parties that intend to publish the results. If the intention is not challenged within the time limit specified above, the publication or disclosure is approved.

Challenging the publication is justified if:

- a) the publication compromises the protection of the Results or Background of the challenging Party, or
- b) the publication causes substantial damage to the legitimate interests of the challenging Party in relation to its Results or Background;
- c) the publication includes Confidential Information of the challenging Party.

The notice to challenge the publication must specify what adjustments are requested.

If a challenge is raised, the Parties involved will consider how to deal with any justified grounds for the challenge (e.g. by postponing the publication or protecting information against publication) and

the challenging Party will not unreasonably insist on the challenge if appropriate measures are taken.

The challenging Party may request that the publication be postponed by not more than 90 calendar days after the challenge has been raised. Publication is approved if the challenge has been dealt with.

## **Article XII Termination**

1. Provisions 32.1, 32.2 and 32.3 of the Grant Agreement will apply by analogy to Beneficiary termination with respect to this Agreement.

## **Article XIII Jurisdiction**

1. Unless a dispute is settled amicably, courts of the Czech Republic will have the exclusive jurisdiction to deal with any disputes involving the Parties related to this Agreement.
2. This Agreement may only be amended by agreement of the Parties in the form of written amendments signed by the authorized representatives of both Parties.
3. Legal relations not expressly regulated by this Agreement will be governed by Act No. 89/2012 Sb., the Civil Code, and other applicable legislation of the Czech Republic.
4. Governing law of this Agreement is the law of the Czech Republic.
5. This Agreement has been drawn up in four copies; each Party will obtain one copy hereof.
6. The Parties declare that this Agreement is an expression of their true and free will and that it has not been executed under duress or unfair terms.
7. The execution of this Agreement was approved by resolution of the Olomouc Region UR/115/90/2024 adopted on 26. 8. 2024.
8. The following Annex is incorporated by reference into this Agreement
  1. Grant Agreement executed by the Coordinating Beneficiary, Associated Beneficiaries and the Agency, including all annexes thereto.

This Agreement is executed digitally, i.e. it is digitally signed by authorized representatives of the Parties.

Ondřej  
Grohar

Digitálně  
podepsal Ondřej  
Grohar  
Datum:  
2024.09.30  
13:02:27 +02'00'

Datum:  
2024.09.30  
13:42:14 +02'00'

Elektronický podpis: 30.9.2024  
Certifikát autora podpisu:  
Jméno: Josef Suchánek  
Vydal: PostSignum Qualified CA 4  
Platnost do: 31.10.2024 11:07 +01:00

Datum: 2024.09.30  
12:29:11 +02'00'

