

PARTNERSHIP AGREEMENT

Project name: **Modelling the Biochemistry of Terpene Synthases**

Akronym: **ModBioTerp**

Grant Agreement No.: **101168583**
(hereinafter referred to as "**Project**")

this Partnership Agreement
(hereinafter referred to as "**AGREEMENT**")

made and entered into by and between

Beneficiary/Host Institution: **Ústav organické chemie a biochemie AV ČR, v.v.i.**
(Institute of Organic Chemistry and Biochemistry of the CAS)

Address: Flemingovo nám. 542/2, 166 10 Prague 6, Czech Republic
represented by Prof. RNDr. Jan Konvalinka, CSc., Director
hereinafter referred to as **UOCHB**

and

Associated Partner: **Vysoká škola chemicko-technologická v Praze**
(University of Chemistry and Technology, Prague)

Address: Technická 5, 166 28 Prague 6, Czech Republic
represented by prof. Ing. Pavel Novák, Ph.D., Vice-Rector for Research and Development
hereinafter referred to as **VSCHT**.

UOCHB and **VSCHT** hereinafter referred to as "**PARTIES**"

Whereas within the European Union's Framework Programme for Research and Innovation Horizon Europe (2021-2027) **UOCHB** is bound by the Grant Agreement No. **101168583** with the European Union, represented by the European Research Executive Agency (hereinafter referred to as "REA" or "Granting Authority"), for research in the field of "Marie Skłodowska-Curie Actions – Doctoral Networks" (hereinafter referred to as "**GA**"). The copy of the GA was provided to VSCHT prior to the signing of this AGREEMENT, so its contents are known to VSCHT. In the event of any change to the GA, UOCHB shall deliver the amendment modifying the GA to VSCHT without undue delay.

Whereas **UOCHB** and **VSCHT** have concluded an Agreement on cooperation in the implementation of doctoral study programmes "Bioinformatics" at the Faculty of Chemical Technology and "Biochemistry and bioorganic chemistry" at the Faculty of Food and Biochemical Technology on 13 June 2018 and 18 September 2018 respectively, on the basis of which the PARTIES cooperate, since VSCHT is an educational institution where doctoral candidates are enrolled for study and UOCHB is a scientific institution where doctoral candidates carry out their creative activities and is their training center (hereinafter referred to as "Agreement on cooperation").

and

Whereas UOCHB and VSCHT have agreed that **VSCHT** shall be an Associated Partner of UOCHB and shall provide the PhD studies to two doctoral candidates participating in the Project (hereinafter referred to as "RESEARCHERS") in accordance with the terms and conditions as stated in the GA,

the following is hereby agreed between **UOCHB** and **VSCHT**:

(1) Definitions for this AGREEMENT are as follows:

Action: means all work referred to in Annex 1 to the GA.

PhD enrolment: means the period during which the RESEARCHER is a student enrolled in the relevant PhD study programme at VSCHT, meeting the criteria and obligations stemming therefrom.

(2) Unless otherwise agreed in writing, VSCHT shall be bound mutatis mutandis by the terms and conditions of the GA (excluding the provisions of the GA, which recognizably only apply to the contractual relationship between UOCHB and the Granting Authority) including in particular:

- the contractual obligations of the GA under Articles 11 (proper implementation), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics and values), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (general information obligations) and 20 (record-keeping);
- the provisions of fundamental rights (values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, and protection of personal data.

The bodies mentioned in Article 25 of GA (e.g. Granting Authority, OLAF, Court of Auditors (ECA), etc.) may exercise their rights also towards VSCHT.

(3) VSCHT will ensure that throughout the PhD enrolment, the scientific background concerned is provided and that support will be available to the RESEARCHER, as results from the Agreement on cooperation, if necessary.

(4) VSCHT will ensure that throughout the PhD enrolment, the RESEARCHER will enjoy the same standards of safety and occupational health as those awarded to local researchers holding a similar position.

(5) VSCHT will ensure that throughout the PhD enrolment, VSCHT will provide reasonable assistance relating to the RESEARCHER's studies, as agreed in the Agreement on cooperation, in all administrative procedures required by UOCHB, relevant authorities, especially in support related to the scientific reports.

(6) At UOCHB, [REDACTED] will act as the Supervisor of the RESEARCHER/DC 7, [REDACTED] will act as the Supervisor of the RESEARCHER/DC 8 engaged in the PROJECT in line with Annex 1 (DoA, part B) to the GA.

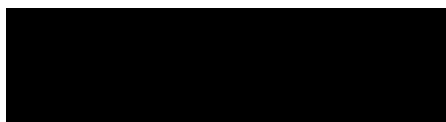
At VSCHT, [REDACTED] will co-supervise the RESEARCHER enrolled at the Faculty of Chemical Technology and [REDACTED] will co-supervise the RESEARCHER enrolled at the Faculty of Food and Biochemical Technology, in line with the respective study programme and the Career Development Plan agreed jointly with the Supervisor and the individual RESEARCHER.

- (7) The PARTIES will keep confidential any information of whatever nature or form that was disclosed in the course of the action and that was marked as “confidential”. They will not disclose the same to any other third party without the prior written consent of the disclosing PARTY. The PARTIES shall secure this commitment also from the RESEARCHER.
- (8) Contact e-mail for the Project administrative matters at **UOCHB** shall be [REDACTED]
- Contact person for the Project administrative matters at **VSCHT** shall be [REDACTED] of the Project Centre [REDACTED]
- (9) The duration of this Action shall be from **01 November 2024** and continue through **31 October 2028** unless exceptionally extended by mutual written agreement between **UOCHB** and **VSCHT** based on prior agreement of the Granting Authority or unless sooner terminated upon the giving of ninety (90) days prior written notice to the other party.
- (10) In accordance with Art. 17.1 and 17.4 of the GA, in all publications, external communications and documentation related to the Project, the Beneficiary and/or the RESEARCHER) is obliged to always indicate that the work was carried out with the support of the European Union within the framework of a Marie Skłodowska-Curie Doctoral Networks. This has to be done by using the EU emblem and the following wording: "Funded by the European Union". In all communication and dissemination activities, the following disclaimer (in English or Czech) must also always be used: “Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or European Research Executive Agency. Neither the European Union nor the granting authority can be held responsible for them.
- (11) Amendments or changes to this AGREEMENT shall be made in writing and signed by the duly authorized representatives of the PARTIES.
- (12) This AGREEMENT shall be governed by the laws of European Union and law of the Czech Republic. The PARTIES acknowledge that this AGREEMENT is subject to obligatory publication under the Act No. 340/2015 Coll., on Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts) and shall become legally binding upon such publication in the Register of Contracts. UOCHB shall publish the AGREEMENT as soon as it is concluded.
- (13) UOCHB must under the GA compensate the Granting Authority for any damage it sustains as a result of implementation of the action or because the action was not implemented in full compliance with the GA. If UOCHB is obliged to pay for any damages caused by VSCHT under this provision, VSCHT agrees to reimburse UOCHB in full for these damages, if the following conditions are fulfilled. UOCHB will inform VSCHT in this sense and provide VSCHT with all cooperation needed (including filing of means of defense prepared by VSCHT) so as VSCHT is able to defend itself at its costs by all means VSCHT deems appropriate.

In witness whereof duly authorized representatives of the PARTIES have entered into this AGREEMENT as of the date last written below.

In Prague on

.....
Ústav organické chemie a biochemie AV ČR, v.v.i.
Prof. RNDr. Jan Konvalinka, CSc., Director



.....
Vysoká škola chemicko-technologická v Praze
prof. Ing. Pavel Novák, Ph.D., Vice-Rector for Research and Development