AGREEMENT
on the use of the results achieved in the research and development project No. TO01000132 concluded pursuant to the provisions of Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter also referred to as the "Civil Code")

**Contracting parties:**

1. **Czech University of Life Sciences Prague (CZU)**

Registered Office: Kamýcká 129, 165 00, Praha Suchdol

Represented by: Prof. Ing. Petr Sklenička, CSc., Rector

Registration Number: 60460709

(hereinafter referred to as "the ***recipient")***

1. **NIBIO – Norwegian Institute of Bioeconomy Research**

Registered Office: HØgskolveien 7, L430 As, Norway

Represented by: Nils Vagstad, director general

Registration Number: 988983837

(hereinafter referred to as "***co-recipient 1***")

1. **Biology Center CAS (BC)**

Registered Office: Branišovská 1160/31, České Budějovice, 370 05

Represented by: Prof. RNDr. Libor Grubhoffer, CSc., Hon. D.Sc., dr.h.c., director

Registration number: 60077344

(hereinafter referred to as "***co-recipient 2")***

1. **Institute of Botany of the CAS, v.v.i. (IBOT)**

Registered Office: Zámek 1, Průhonice 252 43

Represented by: Doc. Ing. Jan Wild, Ph.D., director

Registration Number: 67985939

(hereinafter referred to as "***co-recipient 3")***

(hereinafter collectively referred to as the "***Parties***" or individually as a "***Party")***

have entered into on the date, month and year indicated below the following agreement on the use of the results obtained in the research and development project No. **TO01000132 entitled "Application of traditional knowledge to halt biodiversity loss in woodlands."** (hereinafter referred to as the "***Agreement***").

# Subject and purpose of the Agreement

## The subject of this Agreement is the modification of the use and ownership rights to the results achieved by the project No.TO01000132**,** called **"Application of traditional knowledge to halt biodiversity loss in woodlands"**(hereinafter referred to as "the ***project***"), and their use after the completion of the project.

## The purpose of this Agreement is to apply or use the results to demonstrate the effectiveness of the grant provided to support the project from public funds.

# Definition of the achieved results and their comparison with the project objectives

## The project achieved the following recorded results:

**V1, Jimp:** The long-term resurvey evidence: effects of traditional management abandonment on biodiversity of plant communities

**V2, Jimp:** Long-term shift towards shady and nutrient-rich habitats in Central European temperate forests

**V3, Jimp:** Experimental evidence of the effects of litter raking on biodiversity of plants and selected invertebrates

**V4, Jimp**: Traditional management and insects - Testing effects of land-use changes on insect extinctions

**V5, Jimp:** A systematic review on the effects of experimental reintroductions of traditional forest management practices on biodiversity restoration in woodlands

**V6, Jimp:** Socioeconomic study of stakeholder attitudes to and motivation for performing traditional forest management practices

**V7, NmetS:**

|  |  |
| --- | --- |
|  | Methodology for open forest conservation by means of litter removal |

**V8, O:** Popularization book on history of traditional management practices in central Europe and its impact on biodiversity**V9, O:** Animation outreach

**V10, Jimp**: The Horka Litter Raking Incident: On Foresters and Peasants in Nineteenth-Century Moravia

**V14, O:** R-VEG database program

**V15, Jost:** The socio-economic history of pollarding in Central and Northern Europe

**V16, O:** Audiovisual dissemination of project results

**V17, Jost:** Litter removal as a neglected tool for the protection of open forests

**V18, Jost:** Fiery Landscapes – Forests of Temperate Eurasia after Fires

**V19, O:** Ash dieback; a single-species catastrophe or a cascade of ecological effects?

## Comparison of the results achieved with the project objectives:

The results were delivered as planned.

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### The aim of the ROTATE Action is to support the biodiversity of organisms associated with traditional forms of forest management (coppicing, pollarding, leaf litter removal) in Central and Northern Europe.

### The objectives and purpose of the project were achieved. The results achieved were successful in realizing the project objectives. The following results were obtained:

(1) A working sample called**:** A systematic review on the effects of experimental reintroductions of traditional forest management practices on biodiversity restoration in woodlands, Animation outreach, Audiovisual dissemination of project results

(2) Approved methodology for A systematic review on the effects of experimental reintroductions of traditional forest management practices on biodiversity restoration in woodlands

(3) Articles titled The long-term resurvey evidence: effects of traditional management abandonment on biodiversity of plant communities, Long-term shift towards shady and nutrient-rich habitats in Central European temperate forests, Long-term shift towards shady and nutrient-rich habitats in Central European temperate forests, Traditional management and insects - Testing effects of land-use changes on insect extinctions, A systematic review on the effects of experimental reintroductions of traditional forest management practices on biodiversity restoration in woodlands, A systematic review on the effects of experimental reintroductions of traditional forest management practices on biodiversity restoration in woodlands, The Horka Litter Raking Incident: On Foresters and Peasants in Nineteenth-Century Moravia, The socio-economic history of pollarding in Central and Northern Europe, Litter removal as a neglected tool for the protection of open forests, Fiery Landscapes – Forests of Temperate Eurasia after Fires were published in an impacted journal.

### List of project results

| **Result type** | **Achieved****(Quantity)** | **Plan** **(Quantity)** | **Name of result / Reference** | **Owner (%)** |
| --- | --- | --- | --- | --- |
| Jimp - article in an impacted journal (V1) | 1 | 1 | The long-term resurvey evidence: effects of traditional management abandonment on biodiversity of plant communities | 50 % CZU, 50 % IBOT |
| Jimp - article in an impacted journal (V2) | 1 | 1 | Long-term shift towards shady and nutrient-rich habitats in Central European temperate forests | 100 % IBOT |
| Jimp - article in an impacted journal (V4) | 1 | 1 | Traditional management and insects - Testing effects of land-use changes on insect extinctions | 100 % BC |
| Jimp - article in an impacted journal (V5) | 1 | 1 | A systematic review on the effects of experimental reintroductions of traditional forest management practices on biodiversity restoration in woodlands | 100 % CZU |
| Jimp - article in an impacted journal (V6) | 1 | 1 | Socioeconomic study of stakeholder attitudes to and motivation for performing traditional forest management practices | 100 % NIBIO |
| NmetS- Methodologies approved by the relevant state administration authority, within whose competence the given issue falls (V7) | 1 | 1 | Methodology for open forest conservation by means of litter removal | 60 % CZU, 40 % IBOT |
| O - other (conference abstracts) (V8) | 1 | 1 | Popularization book on history of traditional management practices in central Europe and its impact on biodiversity | 80 % BC, 10 % CZU, 10 % IBOT |
| O - other (conference abstracts) (V9) | 1 | 1 | Animation outreach | 80% NIBIO, 10 % CZU, 10 % IBOT |
| Jimp - article in an impacted journal (V10) | 1 | 1 | The Horka Litter Raking Incident: On Foresters and Peasants in Nineteenth-Century Moravia | 100 % IBOT |
| O - other (conference abstracts) (V14) | 1 | 1 | R-VEG database program | 100 % CZU |
| Jost - Other articles in professional peer-reviewed periodicals meeting the definition of type of result V15) | 1 | 1 | The socio-economic history of pollarding in Central and Northern Europe | 90 % IBOT, 10 % NIBIO |
| O - other (conference abstracts) V16) | 1 | 1 | Audiovisual dissemination of project results | 80 % CZU, 10 % IBOT, 10 % BC |
| Jost - Other articles in professional peer-reviewed periodicals meeting the definition of type of result (V17) | 1 | 1 | Litter removal as a neglected tool for the protection of open forests | 100 % CZU |
| Jost - Other articles in professional peer-reviewed periodicals meeting the definition of type of result (V18) | 1 | 1 | Fiery Landscapes – Forests of Temperate Eurasia after Fires | 100 % BC |
| O - other (conference abstracts) (V19) | 1 | 1 | Ash dieback; a single-species catastrophe or a cascade of ecological effects? | 100 % NIBIO |
| Jimp - article in an impacted journal (V3) | 1 | 1 | Experimental evidence of the effects of litter raking on biodiversity of plants and selected invertebrates | 100% CZU |

# Adjustment of ownership and use rights to results

## All property rights in the results belong to the recipient or co-recipient. The rights of the authors and originators of the results and the owners of the protection rights to them are governed by specific legal provisions.

## The parties acknowledge that the shares correspond to the shares of the authors, as employees, in the creation of the result.

## The Parties agree that in the case of commercial exploitation of individual results, they shall conclude a separate agreement in relation to such result, which shall set out the detailed conditions for the disposal of such result, the shares in its commercialisation, the circumstances for the negotiation of any subsequent licence agreements, as well as the manner and extent of the Parties' exploitation rights in relation to such result.

## If third parties may claim rights to the results of the solution from the recipient or the co-recipient, the Parties are obliged to take such measures or enter into such agreements so that these rights are exercised in accordance with their own obligations under the contract with the grant provider or the decision to provide a grant in support of the project.

## If the Parties assign the property rights in the results of the project to third parties, they shall ensure by appropriate measures or contracts that their contractual obligations are transferred to the new holder of the property rights in such a way as to safeguard the interests of the grant provider under the contract with the grant provider or the decision to provide a grant in support of the project.

## The Parties declare that they are not aware of any facts that would indicate that any use of the results of the project in the Czech Republic or abroad could constitute an infringement of the industrial or other intellectual property rights of other persons.

## The results published in printed form, in the form of scientific or technical publications or in the form of presentations must include information that they have been achieved through a research and development project supported by public funds to support research and development.

# How the results are to be used and the time by which the results must be applied

## The Parties shall disclose the results to interested parties in accordance with the provision of Section 16 of Act No. 130/2002 Coll. on Support of Research and Development from Public Funds and on amendment to certain related Acts (the Support of Research and Development Act), as amended.

## The Parties shall be entitled to use any results for scientific and research activities free of charge.

## The Parties agree to cooperate in good faith and to the best of their knowledge and experience in the application and further development of the results for a period of at least 5 years from the conclusion of this Agreement.

# Extent of the degree of confidentiality of the data and the way in which they are handled

## The results of the project, which have been published in the professional press or otherwise made public, do not constitute any confidential information that would have to be handled according to special legal regulations (e.g. Section 504 of the Civil Code).

## The Parties are obliged to handle information constituting trade secret (if marked as trade secret or confidential information) in such a way as to prevent its misuse or unauthorised disclosure.

## The protection of trade secret does not apply to the provision of information to the grant provider to the extent necessary for the fulfilment of the provider's conditions resulting from the contract with the grant provider or the decision on the provision of a grant to support the project.

# Sanctions

## The Parties agree that if either Party determines that the other Party is in breach of its obligations under this Agreement, it shall have the right to issue a warning, with the other Party being obligated to cure the non-compliance within 60 calendar days from the date of the written warning. In the event of a repeated breach, the Party concerned shall be entitled to withdraw from this Agreement.

# Duration of obligations under the Agreement

## This Agreement is concluded for an indefinite period of time.

## Termination of obligations arising under this Agreement must be in writing. The period of notice shall be 3 months and shall commence on the first day of the month following the month in which the notice is delivered to the last Party.

# Final Provisions

## This Agreement shall enter into force upon signature by all Parties and shall become effective upon publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended. By signing this Agreement, the Parties confirm that it does not contain trade secret.

## The Agreement may be amended or supplemented only by ascending numbered written amendments signed by all Parties.

## The Agreement is drawn up in five copies, each of which shall have the force of an original. CZU shall receive two copies and other Parties shall receive one copy. If the Agreement is concluded in electronic form, it shall be drawn up in one original.

## If any provision of this Agreement is or becomes invalid or ineffective, this shall not invalidate or render ineffective the other provisions of this Agreement and the issues which are the subject of such invalid or ineffective provision shall be determined by the provisions of generally applicable law which best correspond in purpose to the subject matter of the invalid or ineffective provision.

## The Parties unconditionally agree to the publication of the full text of the Agreement so that it may be the subject of information provided in accordance with Act No. 106/1999 Coll., on free access to information, as amended, and to the publication of the full text of the Agreement in the Register of Contracts in accordance with Act No. 340/2015 Coll., on the Register of Contracts, as amended.

## The Parties declare that they have carefully read this Agreement and that its contents are clear and understandable to them.

## The Parties affix their handwritten signatures to prove that the entire content of the Agreement is the expression of their true and free will.

 **Czech University of Life Sciences in Prague**

Name: Prof. Ing. Petr Sklenička, CSc.

 Function: Rector

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**NIBIO – Norwegian Institute of Bioeconomy Research**

Name: Ivar Horneland Kristensen / Per Stålnacke

Function: Director General / Director of Research

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**Institute of Botany of the CAS, v.v.i.**

Name: doc. Ing. Jan Wild, Ph.D.

 Function: Director general

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**Biology Centre CAS**

Name: Prof. RNDR. Libor Grubhoffer, CSc. Dr. h. c. mult.

 Function: Director general

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