

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is based upon

- Framework Agreement of 29 June 2023 that sets out the principles and basic goals of cooperation between the Czech Republic and Switzerland accessible on <https://www.swiss-contribution.cz/en/general-information/legal-documents>
- *REGULATIONS on the implementation of the second Swiss contribution to selected member states of the European Union to reduce economic and social disparities within the European Union, vers. 6.5.2002* accessible on <https://www.swiss-contribution.cz/en/general-information/legal-documents>
- *Country-Specific Set Up* accessible on <https://www.swiss-contribution.cz/en/general-information/legal-documents>
- The Application for funding submitted by the Parties
- Decision of funding attached as Attachement 1 to this Agreement (hereinafter referred to as the “Decision of Funding”)
- Guide for Applicants accessible on https://msmt.gov.cz/uploads/311/2025_07_8K2502_2_Guide_for_Applicants.pdf (hereinafter referred to as the “**Guide for Applicants**”)

(all the above stated documents hereinafter jointly referred to as the “**Documents**”)

BETWEEN:

Institute of Organic Chemistry and Biochemistry of the CAS (IOCB) (Ústav organické chemie a biochemie AV ČR, v.v.i.), established in Flemingovo nam. 542/2, 160 00 Praha 6, represented by prof. RNDr. Jan Konvalinka, CSc., in the role of Project Promoter (hereinafter referred to as the “**Project Promoter**”)

SIB Swiss Institute of Bioinformatics (SIB), rue Michel Servet 1, c/o CMU, 1206 Geneva, Switzerland, represented by [REDACTED], in the role of Swiss Support Measure Partner (hereinafter referred to as the “**Swiss Support Measure Partner**”)

Czech Technical University (CTU) (České vysoké učení technické v Praze), established in Jugoslávských partyzánů 1580/3, 160 00 Praha 6, represented by doc. Ing. Jan Janoušek, Ph.D., dean

Institute of Molecular Genetics of the Czech Academy of Sciences (IMG) (Ústav molekulární genetiky AV ČR, v.v.i.), established in Vídeňská 1083, 142 00 Praha 4, represented by RNDr. Petr Dráber, DrSc., director

Masaryk University (MUNI) (Masarykova univerzita), established in Žerotínovo nám. 617/9, 601 77 Brno, represented by prof. MUDr. Martin Bareš, Ph.D., rector

Palacký University Olomouc (UPOL) (Univerzita Palackého v Olomouci), established in Křížkovského 511/8, 779 00 Olomouc, represented by doc. JUDr. Michael Kohajda, Ph.D., rector

University of Chemistry and Technology (UCT) (Vysoká škola chemicko-technologická v Praze), established in Technická 5, 166 28 Praha 6, represented by prof. Ing. Milan Pospíšil, CSc., rector

University of South Bohemia in České Budějovice (USB) (Jihočeská univerzita v Českých Budějovicích), established in Branišovská 1645/31A, 370 05 České Budějovice, represented by prof. Ing. Pavel Kozák, Ph.D., rector

SIB, CTU, IMG, MUNI, UPOL, UCT and USB hereinafter jointly referred to as the "**Partners**" or individually as the "Partner"

- IOCB (the Project Promoter) and the Partners hereinafter, jointly referred to as "**Parties**" or individually as the "**Party**" -

relating to the Project entitled

ELIXIR IMPACT: a Swiss–Czech partnership for Integrating Molecular, Pathogen And Clinical data with AI Technologies

hereinafter referred to as "Project".

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Programme Component Operator (Ministry of Education, Youth and Sports of the Czech Republic (MEYS) (hereinafter the "Programme Component Operator") as part of the Swiss-Czech Cooperation Programme within the Second Swiss contribution to selected EU member states.

The Parties declare that they are acknowledged with the content of the Documents. The Parties also declare that they are aware of and understand the content of the Decision of Funding, which forms part of this Agreement (attached as Attachment 1 to this Agreement) and they agree to be bound by rights and obligations related to the Project arising for them from this Decision of Funding.

The Parties wish to specify or supplement binding commitments among themselves.

IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Access Rights are specific permissions granted to the Parties to use the Foreground and Background for defined purposes, such as implementing the Project, conducting internal research or teaching etc..

Affiliated Entities are legal entities that have a direct or indirect capital or legal link to any Party but are not a Party to this Agreement.

Background refers to any pre-existing information, data, know-how, materials or intellectual property (IP) that a Party holds before the start of the Project or develops independently of the Project's work, and which is necessary for the Project's execution.

Foreground refers to intellectual property (IP) and technical information created or generated by the Parties during the performance of the Project.

Software is defined as the sequences of instructions that are convertible into a format executable by a computer, and then fixed in a tangible form.

Project Plan means the description of the work and the related agreed Partnership Budget, including the payment schedule, as updated and approved by the Executive Board.

Partnership Budget means the allocation of all the resources in cash or in kind for the activities as defined in the Project Plan thereafter.

Defaulting Party means a Party which the Executive Board has identified to be in breach of this Partnership Agreement as specified in Article 4.2 of this Partnership Agreement.

Data Protection Laws means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and/or relevant national data protection law applicable to a Party.

Force Majeure means any situation or event that (a) prevents a Partner from fulfilling its obligations under this Partnership Agreement, (b) was an unforeseeable, exceptional situation and beyond that Partner's control, (c) was not due to error or negligence on the part of the Partner (or on the part of other Partners involved in the Project), and (d) proves to be inevitable in spite of exercising all due diligence.

"Needed" means:

for the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

for use of own Foreground:

Access Rights are Needed if, without the grant of such Access Rights, the use of own Foreground would be technically or legally impossible.

Section 2: Purpose

The purpose of this Partnership Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between

the Parties, the management of the Project and the rights and obligations of the Parties concerning, inter alia, liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Partnership Agreement upon signature of this Partnership Agreement by a duly authorized representative.

This Partnership Agreement shall have effect from the date of beginning of the Project as defined in the attached Project Plan (the "Effective Date").

3.2 Duration and termination

This Partnership Agreement shall continue in full force and effect until complete fulfillment of all obligations undertaken by the Parties as identified in the Project Plan and under this Partnership Agreement.

However, this Partnership Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Partnership Agreement.

If the Programme Component Operator does not award the Project or terminates the Project or a Party's participation in the Project, this Partnership Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Partnership Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights (Section 9) and Confidentiality (Section 10), for the time period mentioned therein, as well as for Liability (Section 5), Applicable law (Art. 12.7) and Settlement of disputes (Art. 12.8) shall survive the expiration or termination of this Partnership Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Partnership incurred prior to the date of termination, unless otherwise agreed between the Executive Board and the leaving Party. This includes the obligation of such leaving Party to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project Plan, and to cooperate, perform and fulfill, promptly and on time, all of its obligations under the Project and this Partnership Agreement as may be reasonably required from it and in a manner of good faith as prescribed by the applicable law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by Executive Board or by the Project Promoter to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Breach

In the event the Executive Board identifies a breach by a Party of its obligations under this Partnership Agreement (e.g.: a partner producing poor quality work), the Project Promoter or the Party appointed by the Executive Board if the Project Promoter is in breach of its obligations under this Partnership Agreement will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Executive Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with terms and conditions consistent with the provisions of this Partnership Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Partnership Agreement.

4.4 Specific responsibilities regarding the processing of Personal Data

Where necessary and reasonable, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable Data Protection Laws as well as any applicable supervisory mechanisms in respect of the protection of personally identifiable information within the scope of the performance and administration of the Project and of this Partnership Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place. Such agreements shall be in compliance with the terms of this Partnership Agreement.

If any third party Processor is used by a Party, the said Party is responsible for compliance with applicable Data Protection Laws. The said Party is obliged, inter alia, to: use only third party Processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the Data Protection Laws and ensure the protection of the rights of the data subject; ensure that a valid data processing agreement has been made between the said Party and the third party Processors; and ensure that a valid and adequate sub-processing agreement has been made between the third party Processor and any of its sub-processors.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Foreground and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or by a breach of confidentiality.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Project Plan with Partnership Budget, provided such damage was not caused by a willful act or gross negligence.

The terms of this Partnership Agreement shall not be construed to amend or limit any Party's statutory liability.

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Partnership Agreement or from its use of Foreground or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Partnership Agreement if such breach is caused by Force Majeure. Each Party will notify the Executive Board of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the Executive Board.

Section 6: Management

6.1 General structure

The Executive Board is the decision-making body of the Partnership.

The Project Promoter is the legal entity acting as the intermediary between the Parties and the Programme Component Operator. The Project Promoter shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Project Plan and this Partnership Agreement.

6.2 Members

The Executive Board shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.6 of this Partnership Agreement.

The Project Promoter shall chair all meetings of the Executive Board, unless decided otherwise by the Executive Board.

The Parties agree to abide by all decisions of the Executive Board. This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Partnership Agreement.

6.3 Operational procedures for the Executive Board

6.3.1 Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the Executive Board at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting:

The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

The chairperson shall send each Member a written original agenda no later than 14 calendar days preceding an ordinary meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda.

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting.

6.3.2.5 During a meeting of the Executive Board the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6 Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then signed by the defined majority of Members (see Article 6.3.3 of this Partnership Agreement).

6.3.2.7 Meetings of the Executive Board may also be held by teleconference or other telecommunication means.

6.3.2.8 Decisions will only be binding once the relevant part of the minutes has been accepted according to Article 6.3.5 of this Partnership Agreement.

6.3.3 Voting rules and quorum

6.3.3.1 The Executive Board shall not deliberate and decide validly unless all of its Members are present or represented (quorum).

6.3.3.2 Each Member shall have one vote.

6.3.3.3 Defaulting Parties may not vote.

6.3.3.4. Members shall seek an amicable resolution of disagreements, decisions shall be taken by a majority of two-thirds (2/3) of the votes.

6.3.4 Veto rights

6.3.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Executive Board may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.4.2 When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.3.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 14 days after the draft minutes of the meeting are sent.

6.3.4.4 In case of exercise of veto, the Members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Members.

6.3.4.5 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the Partnership or the consequences of them.

6.3.4.6 A Party requesting to leave the Partnership may not veto decisions relating thereto.

6.3.5 Minutes of meetings

6.3.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 10 calendar days of the meeting.

6.3.5.2 The minutes shall be considered as accepted if, within 14 calendar days from sending, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.3.5.3 The chairperson shall send the accepted minutes to all the Members of the Executive Board, and to the Project Promoter, who shall safeguard them. If requested the Project Promoter shall provide authenticated duplicates to Parties.

6.3.6 Decisions of the Executive Board

The Executive Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Executive Board:

- Content, finances and intellectual property rights
 - o Proposals for changes to Project Plan to be agreed by the Programme Component Operator
 - o Changes to the Project Plan (including the Partnership Budget)
- Evolution of the Partnership Agreement
 - o Entry of a new Party to the Partnership Agreement and approval of the settlement on the conditions of the accession of such a new Party
 - o Withdrawal of a Party from the Partnership Agreement and the approval of the settlement on the conditions of the withdrawal
 - o Proposal to the Programme Component Operator for suspension of all or part of the Project
 - o Proposal to the Programme Component Operator for termination of the Project and the Partnership Agreement

In the case of abolished tasks as a result of a decision of the Executive Board, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Project Promoter

6.4.1 The Project Promoter shall be the intermediary between the Parties and the Programme Component Operator and shall perform all tasks assigned to it as described in the Project Plan and in this Partnership Agreement.

6.4.2 In particular, the Project Promoter shall be responsible for:

- Monitoring compliance by the Parties with their obligations
- Keeping the address list of Members and other contact persons updated and available
- Collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the Programme Component Operator
- Transmitting documents and information connected with the Project to any other Parties concerned
- Administering the financial contribution of the Programme Component Operator and fulfilling the financial tasks described in Article 7.3

- Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Project Promoter when such copies or originals are necessary for the Parties to present claims.

6.4.3 The Project Promoter shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

6.5 Swiss Support Measure Partner

6.5.1 The Swiss Support measure Partner shall perform all tasks assigned to it as described in the Project Plan and in this Partnership Agreement.

In particular, Swiss Support Measure Partner is responsible for

- Monitoring own compliance with the obligations stipulated by this Partnership Agreement
- Submitting reports and other deliverables (including financial statements and related certifications) to the Project Promoter
- Transmitting documents and information connected with the Project to any other Parties concerned
- Administering the financial contribution from the Project Promoter and fulfilling the financial tasks described in Article 7.3
- Providing, upon request, the Project Promoter with official copies or originals of documents which are in the sole possession of the Swiss Support Measure Partner when such copies or originals are necessary for the Project promoter to present claims

6.6 Responsibilities of the Partners

6.6.1 The Partners shall perform all tasks assigned to them as described in the Project Plan and in this Partnership Agreement.

In particular, the Partners are responsible for:

- Monitoring own compliance with the obligations stipulated by this Agreement
- Submitting reports and other deliverables (including financial statements and related certifications) to the Project Promoter
- Transmitting documents and information connected with the Project to any other Parties concerned
- Administering the financial contribution from the Project Promoter and fulfilling the financial tasks described in Article 7.3
- Providing, upon request, the Project Promoter with official copies or originals of documents which are in the sole possession of the Partner when such copies or originals are necessary for the Project promoter to present claims

In case the Project Promoter suffers any damage as a result of breach of any obligations of a Partner arising from this Agreement or the Project (particularly in form of penalty imposed for such a reason by the Programme Component Operator), the respective Partner is responsible for such a damage and undertakes to fully compensate the Project Promoter in this regard.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Programme Component to the Project shall be distributed by the Project Promoter according to:

- the Partnership Budget as included in the Project Plan
- the approval of reports by the Programme Component Operator, and
- the provisions of payment in Article 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Project Plan.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Programme Component Operator. Eligibility of expenditures for relevant travel, accommodation and subsistence allowances for Swiss Support Measure Partner(s) and the verification thereof shall be in line with the Swiss Support Measure Partners' respective directive and/or common Swiss practice. Detailed conditions for the eligibility of costs are further described in the **Guide for Applicants**, as applicable to the Programme.

7.1.3 Indirect costs

Following methods of calculating indirect costs is used: Flat rate of up to 25% of the total direct eligible costs, subcontracting excluded.

7.1.4 Funding Principles

A Party which spends less than its allocated share of the Partnership Budget will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the Partnership Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.5 Financial Consequences of the termination of the participation of a Party

A Party leaving the Partnership shall refund all payments it has received except the amount of contribution accepted by the Programme Component Operator or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Partnership Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Partnership Budget.

7.2 Budgeting

The Partnership Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Project Promoter

In particular, the Project Promoter shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Programme Component Operator financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Project Promoter is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2 The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

The Project Promoter shall ensure that all appropriate payments to the Partners received from the Programme Component Operator are made without unjustified delay, and not later than 15 days after the Project Promoter has received payment from the Programme Component Operator. Costs accepted by the Programme Component Operator will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

The Project Promoter is entitled to withhold any payments due to a Party identified by the Executive Board to be in breach of its obligations under this Partnership Agreement or the Project Plan.

The Project Promoter is entitled to recover any payments already paid to a Defaulting Party in accordance with the terms of this Partnership Agreement.

7.3.3. Payments to the Partners, Currency exchange rules

The payment from Programme Component Operator to the Project Promoter is made in Czech currency (CZK). The payment from the Project Promoter to Czech Partners shall be made in CZK.

Vis-à-vis the Swiss Support Measure Partner, the payments are calculated using the Call Exchange Rate of 26,519 CZK/1 CHF. The Project Swiss Support Measure Partner's costs related to the Project are defined in CHF and identified in the attached Project Plan with Partnership Budget and Expected results (KPI) (see Attachment 2).

The Project Promoter will make advanced payments to the Swiss Support Measure Partner's bank account in CHF according to the budget attached to the Partnership Agreement. Project Promoter bears the responsibility for all exchange rate changes related to the Partnership Budget and shall ensure that the Swiss Support Measure Partner receives full payment of its budget as identified under this Partnership Agreement.

The Documents define that there is a budget cap for the Swiss Support Measure Partner costs up to 50% of the total Partnership Budget. In case this budget cap should be exceeded (particularly as a result of financial restrictions imposed by the Programme Component Operator), then the Executing Board shall decide on changes in the Partnership Budget so as this cap is fulfilled again.

Section 8: Background and Foreground

Each Party shall be the owner of Background generated by the respective Party before the Effective Date of this Partnership Agreement or developed independently of the Project's work, and which is necessary for the Project's execution.

Regarding Foreground, the following additions shall apply:

8.1 In general

Foreground shall be the property of the Party/Parties carrying out the work generating that Foreground.

8.2 Joint ownership

Where no joint ownership agreement has yet been concluded by the concerned Parties:

- each of the joint owners shall be entitled to use their jointly owned Foreground for their own use on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - o at least 45 days prior notice must be given to the other joint owner(s); and
 - o fair and reasonable compensation must be provided to the other joint owner(s).

8.4 Dissemination

8.4.1 Publication

8.4.1.1 Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of the Project Plan subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties concerned at least 45 days before the publication. Any objection to the planned publication shall be made in writing to the Project Promoter and to any Party concerned within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.1.2 An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

The objection has to include a precise request for necessary modifications.

8.4.1.3 If an objection has been raised, the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

8.4.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.4.1.1 is not considered as an approval.

8.4.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background subject to the confidentiality and publication provisions agreed in this Partnership Agreement.

8.4.4 Use of names, logos or trademarks

Nothing in this Partnership Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Section 9: Access Rights

9.1 General Principles

9.1.1 Each Party shall implement its tasks in accordance with the Project Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.1.2 Each Party shall inform the other Parties as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

9.1.3 If the Executive Board considers that the restrictions have such impact, which is not foreseen in the Project Plan, it may decide to update the Project Plan accordingly.

9.1.4 Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties.

9.1.5 Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.1.6 All requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.1.7 The requesting Party must show that the Access Rights are Needed.

9.2 Access Rights for implementation

Access Rights to Foreground and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background.

9.3 Access Rights for Use

9.3.1 Access Rights to Foreground if Needed for use of a Party's own Foreground including for third-party research shall be granted on fair and reasonable conditions.

Access rights for internal research activities shall be granted on a royalty-free basis.

9.3.2 Access Rights to Background if Needed for use of a Party's own Foreground shall be granted on fair and reasonable conditions.

9.3.3 A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Art. 9.6.2.1.2, after the termination of the requesting Party's participation in the Project.

9.4 Access Rights for Affiliated Entities

Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return grant Access Rights to all Parties and fulfill all confidentiality and other obligations accepted by the Parties under this Partnership Agreement as if such Affiliated Entities were Parties.

Access Rights may be refused to Affiliate Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Foreground.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.5 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by this Partnership Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

The Parties agree to negotiate in good faith any additional Access Rights to Foreground as might be asked for by any Party, upon adequate financial conditions to be agreed.

9.6 Access Rights for Parties entering or leaving the Partnership

9.6.1 New Parties entering the Partnership

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

9.6.2 Parties leaving the Partnership

9.6.2.1 Access Rights granted to a leaving Party

9.6.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Executive Board to terminate its participation in the Partnership Agreement.

9.6.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation.

9.6.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to this Partnership Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2 The Recipients hereby undertake for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all

information stored in a machine readable form with the exception of copies created through automatic back-ups. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

10.3 The Recipients shall be responsible for the fulfillment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Art. 10.7 hereunder.

10.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions

to protect the confidentiality of the information.

10.8 The confidentiality obligations under this Partnership Agreement shall not prevent the communication of Confidential Information to the Programme Component Operator.

Section 11: Auditing

Each Party provides auditing reports in accordance with rules and requirements of the Programme Component Operator and in accordance with the rules stipulated in each Party's national legislation on audit of projects.

Furthermore, all Parties and, where applicable, their Affiliated Entities are obliged to submit to audits by the Ministry of Education, Youth and Sports (the grant provider), audit authorities, Supreme Audit Office (Nejvyšší kontrolní úřad, NKÚ), Ministry of Finance of the Czech Republic (acting as the programme's National Coordination Unit, NCU), financial administration authority, the Swiss Agency for Development and Cooperation (SDC), and the State Secretariat for Economic Affairs (SECO).

Section 12: Miscellaneous

12.1 Attachments, inconsistencies and severability

This Partnership Agreement consists of this core text and

Attachment 1 Decision of Funding

Attachment 2 Project Plan with Partnership Budget and Expected results (KPI)

Attachment 3 Role of Partners

Should any provision of this Partnership Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Partnership Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

12.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Partnership Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

12.3 Notices and other communication

Any notice to be given under this Partnership Agreement shall be in writing to the addresses and recipients as listed below:

Institution	Contact name	Role	e-mail adress
SIB	[REDACTED]		
CTU			
IMG			
MUNI			
UPOL			
UCT			

USB [REDACTED]

Formal notices:

If it is required in this Partnership Agreement (Article. 9.6.2.1.1) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Project Promoter. The address list shall be accessible to all concerned.

12.4 Assignment and amendments

No rights or obligations of the Parties arising from this Partnership Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Partnership Agreement not explicitly listed in Article 6.3.6 require a separate agreement between all Parties.

12.5 Mandatory national law

Nothing in this Partnership Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

12.6 Language

This Partnership Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

12.7 Applicable law

Unless otherwise agreed in the Partnership Agreement, the Partnership Agreement shall be governed by the laws of Switzerland excluding its conflict of law provisions.

12.8 Settlement of disputes

The parties shall, before going to court, try to settle disputes or claims by amicable manner or with the assistance of the NCU and the SDC/SECO.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Lausanne.


Section 13: Signatures

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives.

<p>Project Promoter Institute of Organic Chemistry and Biochemistry of the CAS</p> <hr/> <p>Name and Title of Authorized Representative</p> <hr/> <p>Signature</p> <hr/> <p>Date</p> <hr/>	<p>Swiss Support Measure Partner</p> <p>[REDACTED]</p> <hr/> <p>Name and Title of Authorized Representative</p> <p>DocuSigned by: [REDACTED]</p> <hr/> <p>Signature</p> <p>29 January 2026</p> <hr/> <p>Date</p> <p>[REDACTED]</p> <hr/> <p>Name and Title of Authorized Representative</p> <p>DocuSigned by: [REDACTED]</p> <hr/> <p>Signature</p> <p>29 janvier 2026</p> <hr/> <p>Date</p> <hr/>
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<p>Czech Technical University (CTU)</p> <hr/> <p>Name and Title of Authorized Representative</p> <p>[REDACTED] Digitálně podepsal(a)</p> <p>Datum: 30.01.2026 11:46:40 ID: 32660</p> <hr/> <p>Signature</p> <hr/> <p>Date</p>	<p>Institute of Molecular Genetics of the Czech Academy of Sciences (IMG)</p> <hr/> <p>Name and Title of Authorized Representative</p> <p>RNDr. Petr Dráber, DrSc. Digitally signed by RNDr. Petr Dráber, DrSc. Date: 2026.02.11 16:10:08 +01'00'</p> <hr/> <p>Signature</p> <hr/> <p>Date</p>
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<p>Masaryk University (MUNI)</p> <hr/> <p>Name and Title of Authorized Representative</p> <hr/> <p>Signature</p> <hr/> <p>Date</p>	<p>Palacký University Olomouc (UPOL)</p> <hr/> <p>Name and Title of Authorized Representative</p> <p>[REDACTED] Digitálně podepsal Mgr.</p> <p>Datum: 2026.02.09 12:00:59 +01'00'</p> <hr/> <p>Signature</p> <hr/> <p>Date</p>
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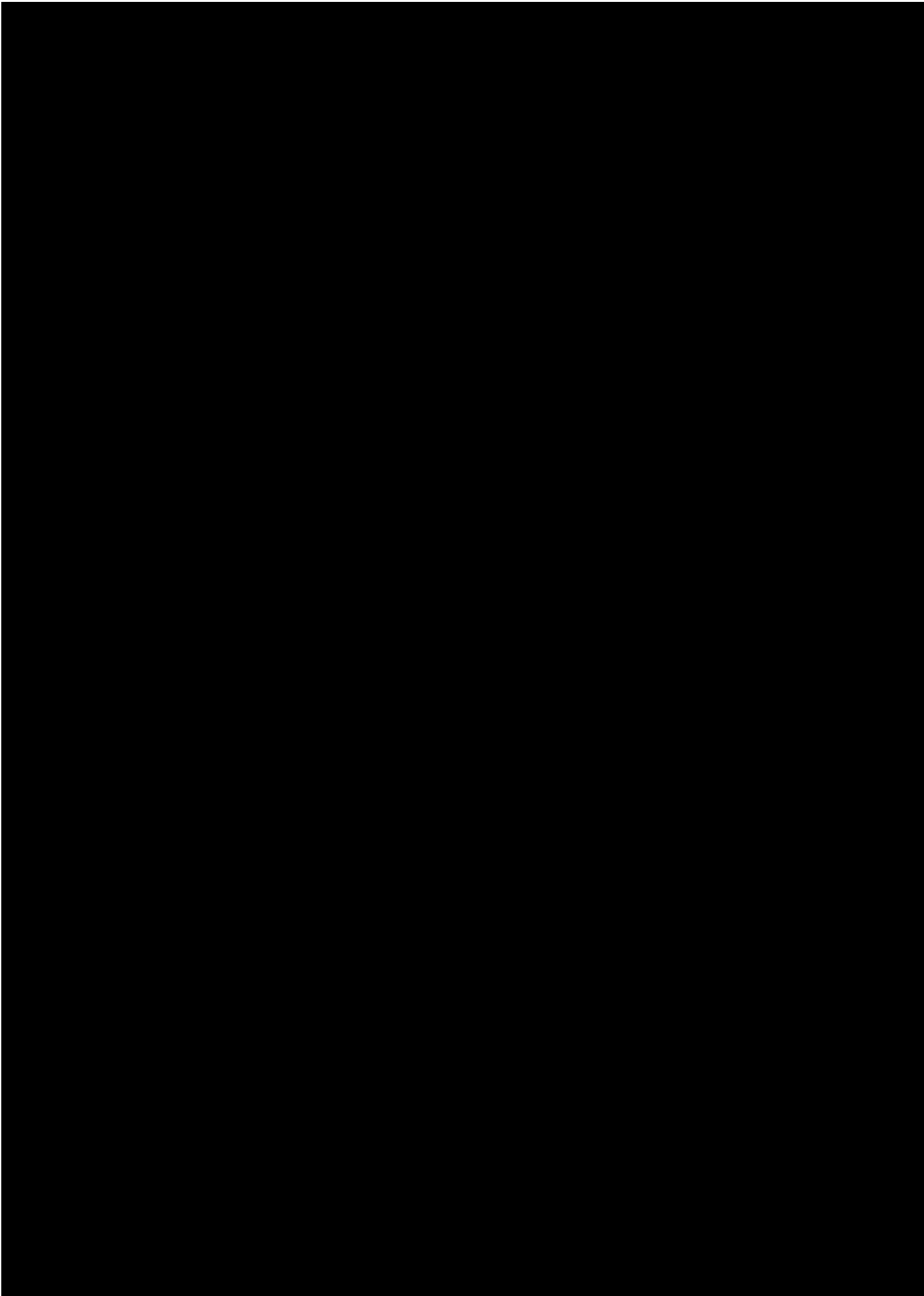
<p>University of Chemistry and Technology (UCT)</p> <hr/> <p>Name and Title of Authorized Representative</p> <p>prof. Ing. Milan Pospíšil, CSc. Digitálně podepsal prof. Ing. Milan Pospíšil, CSc. Datum: 2026.02.10 14:13:09 +01'00'</p> <hr/> <p>Signature</p> <hr/> <p>Date</p>	<p>University of South Bohemia in České Budějovice (USB)</p> <hr/> <p>Name and Title of Authorized Representative</p> <p> prof. Ing. Pavel Kozák Ph.D. 09.02.2026 08:40 Elektronicky podepsáno QSIGN UNI</p> <hr/> <p>Signature</p> <hr/> <p>Date</p>
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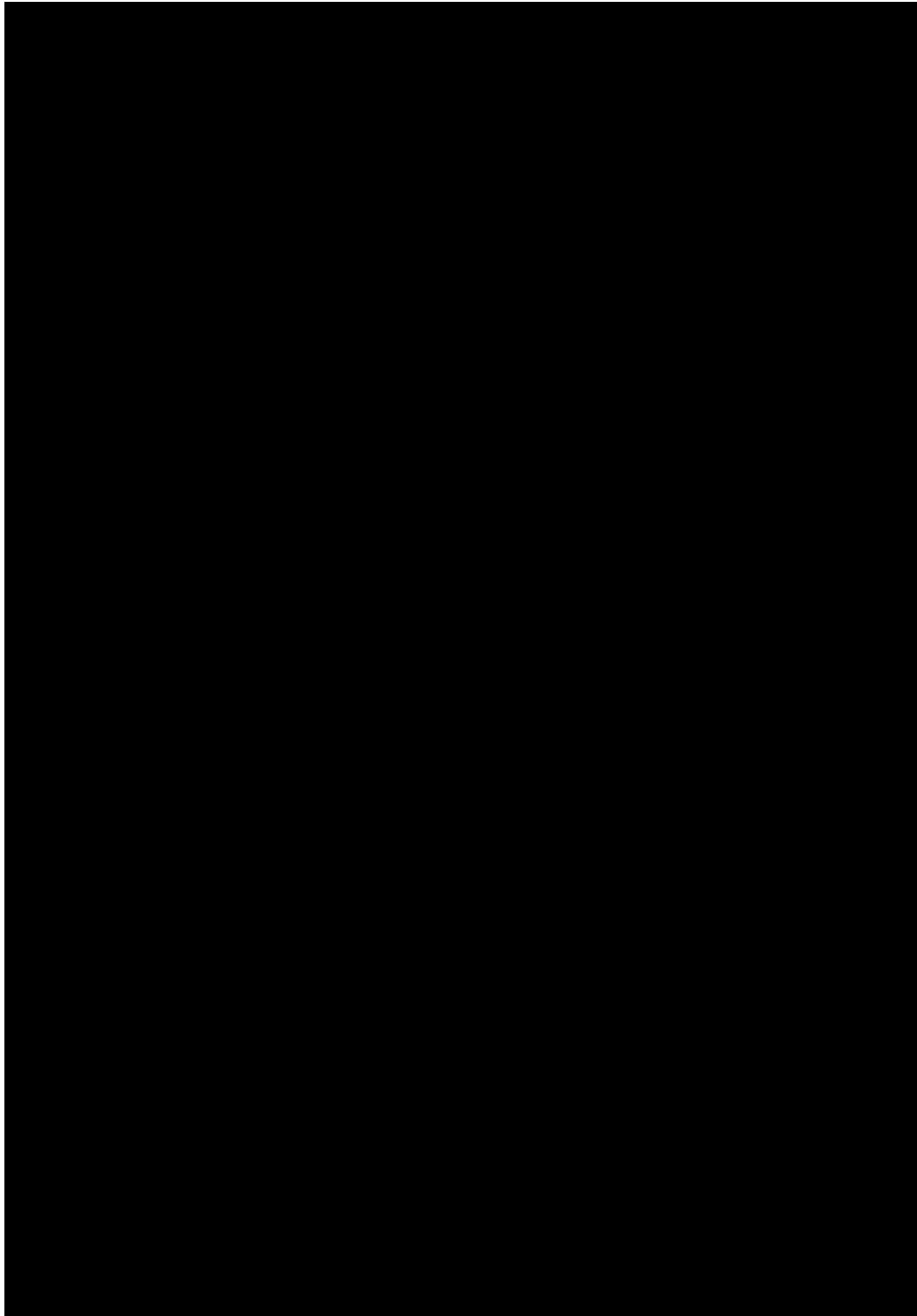
Attachment 1: Decision of Funding

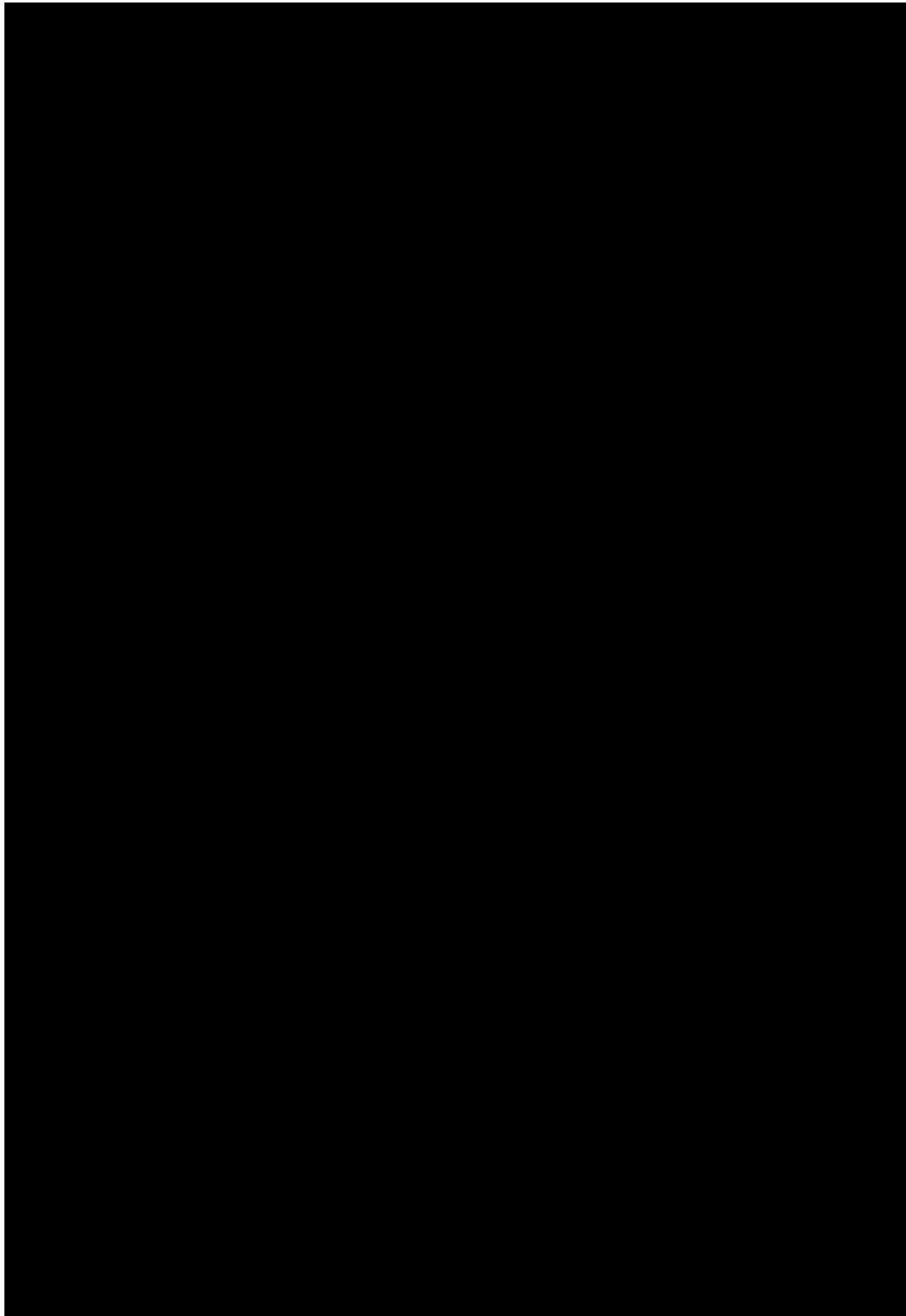
Attachment 2: Project Plan with Partnership Budget and Expected results (KPI)

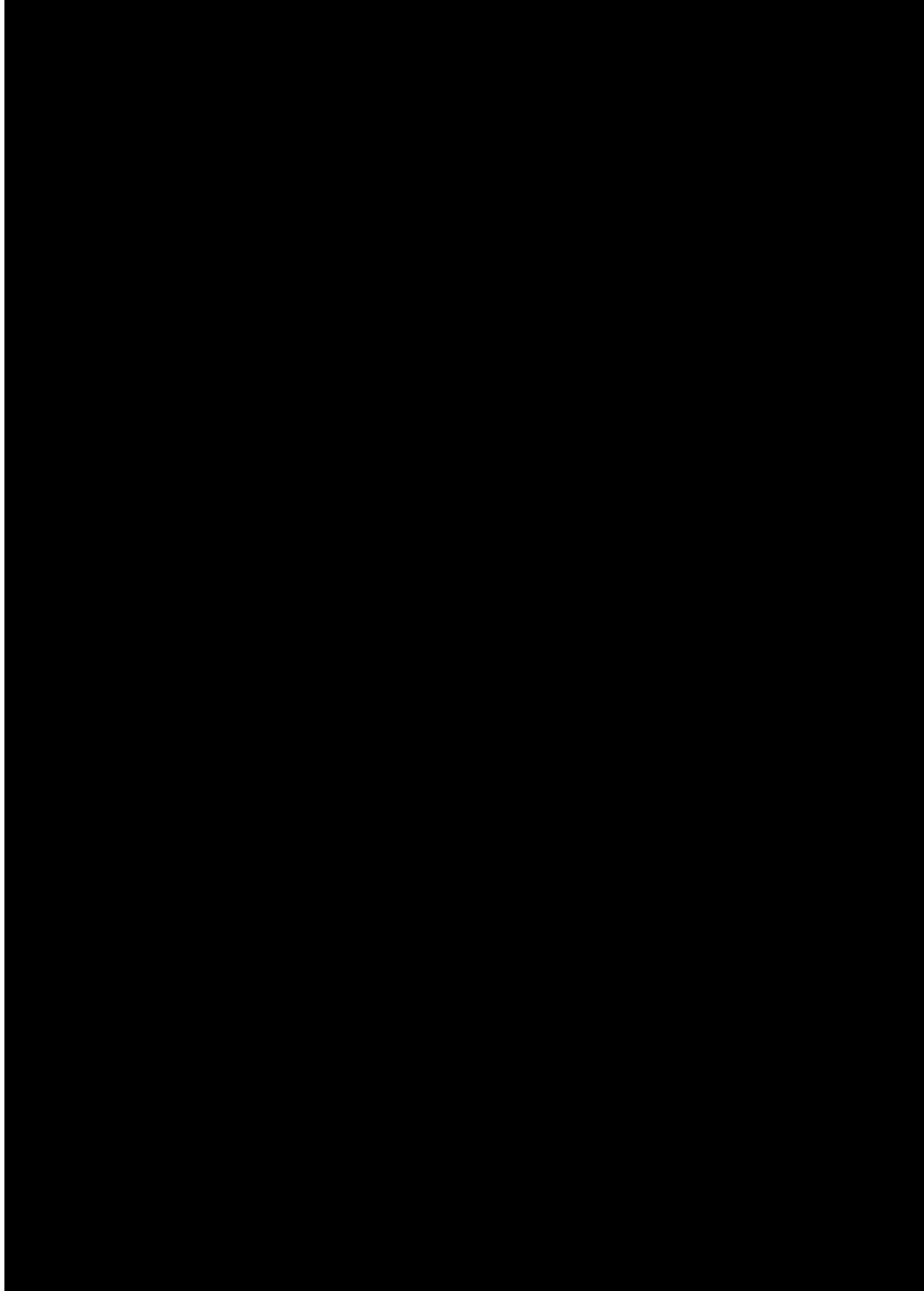
Attachment 3: Role of partners

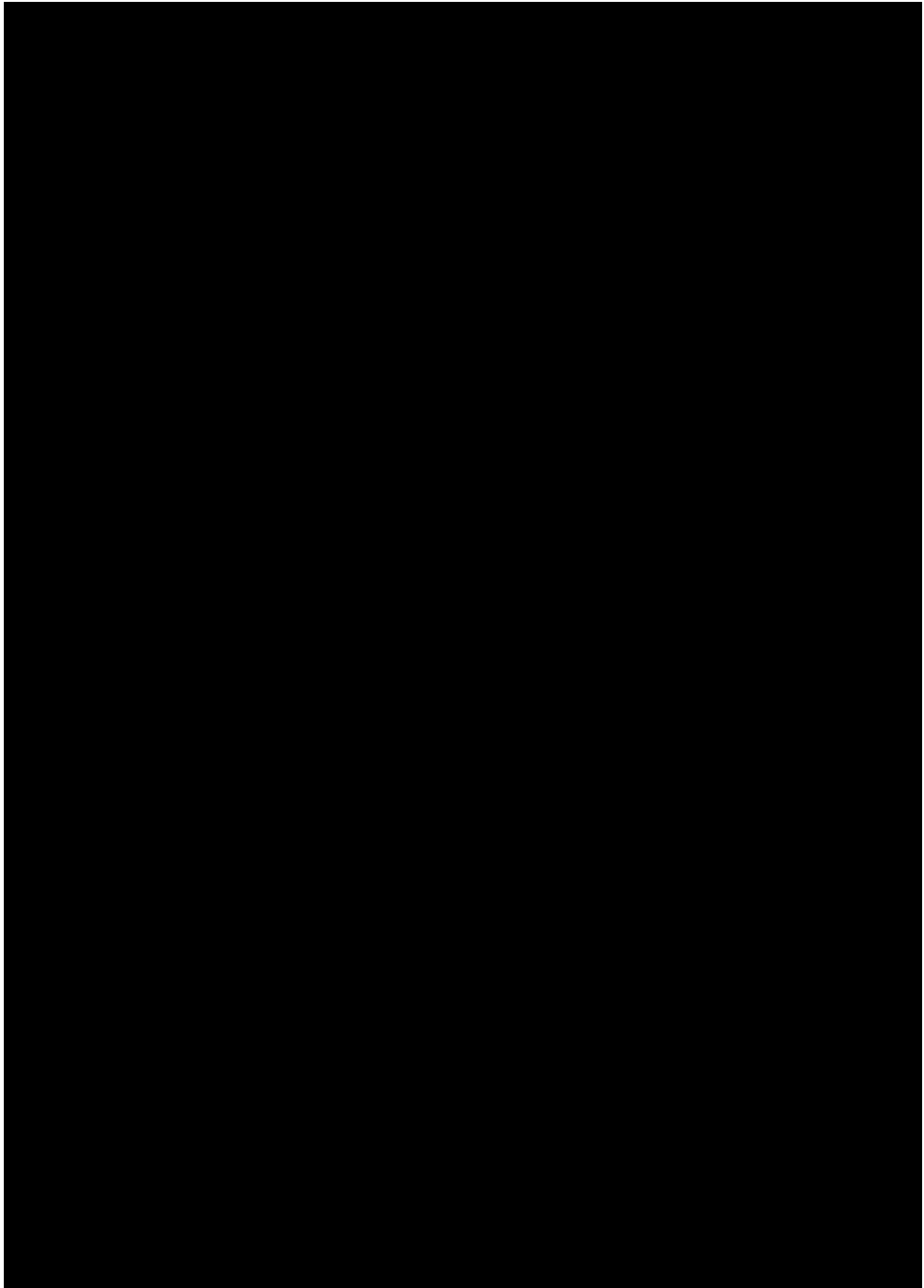
Attachment 1: Decision of Funding

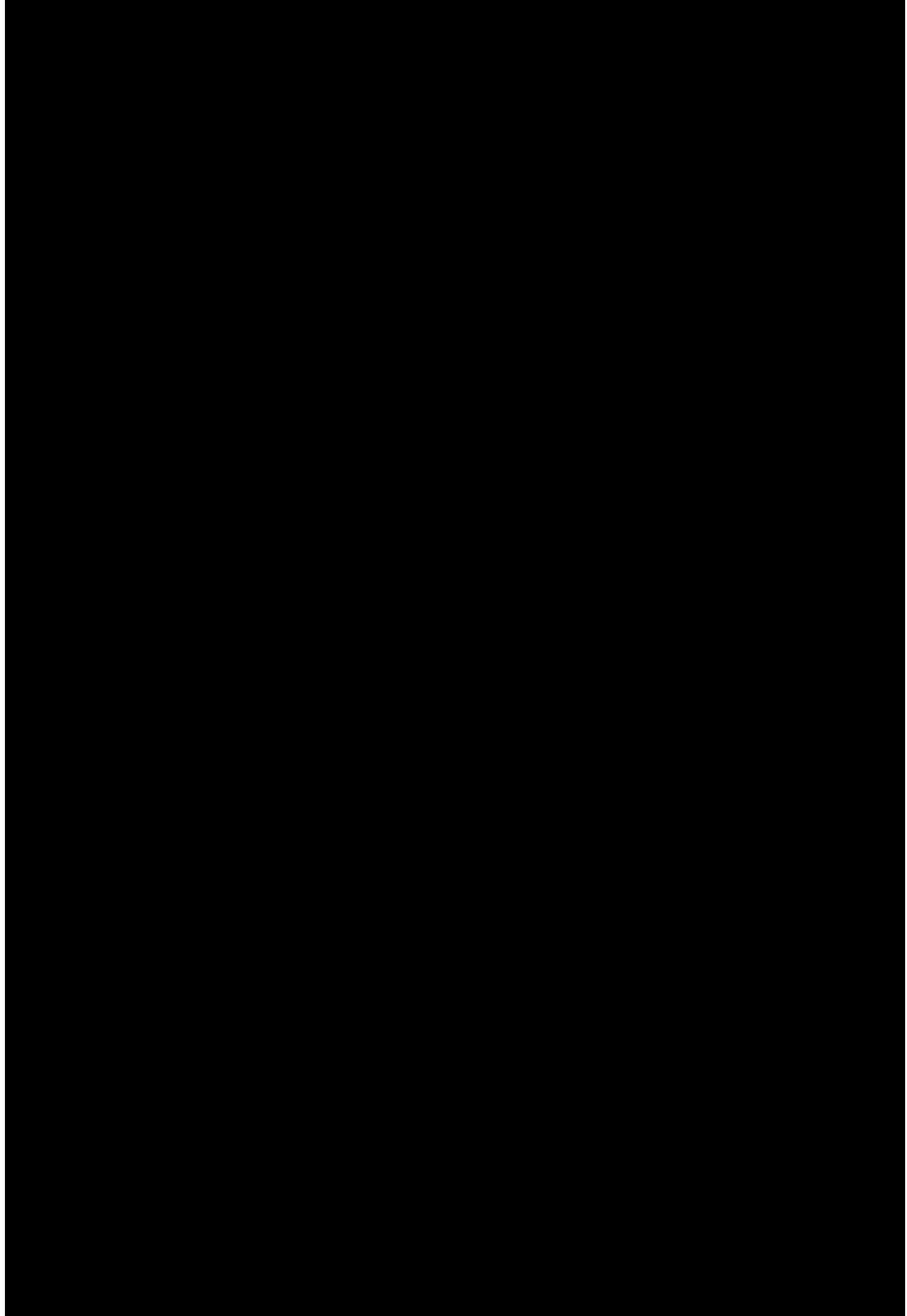


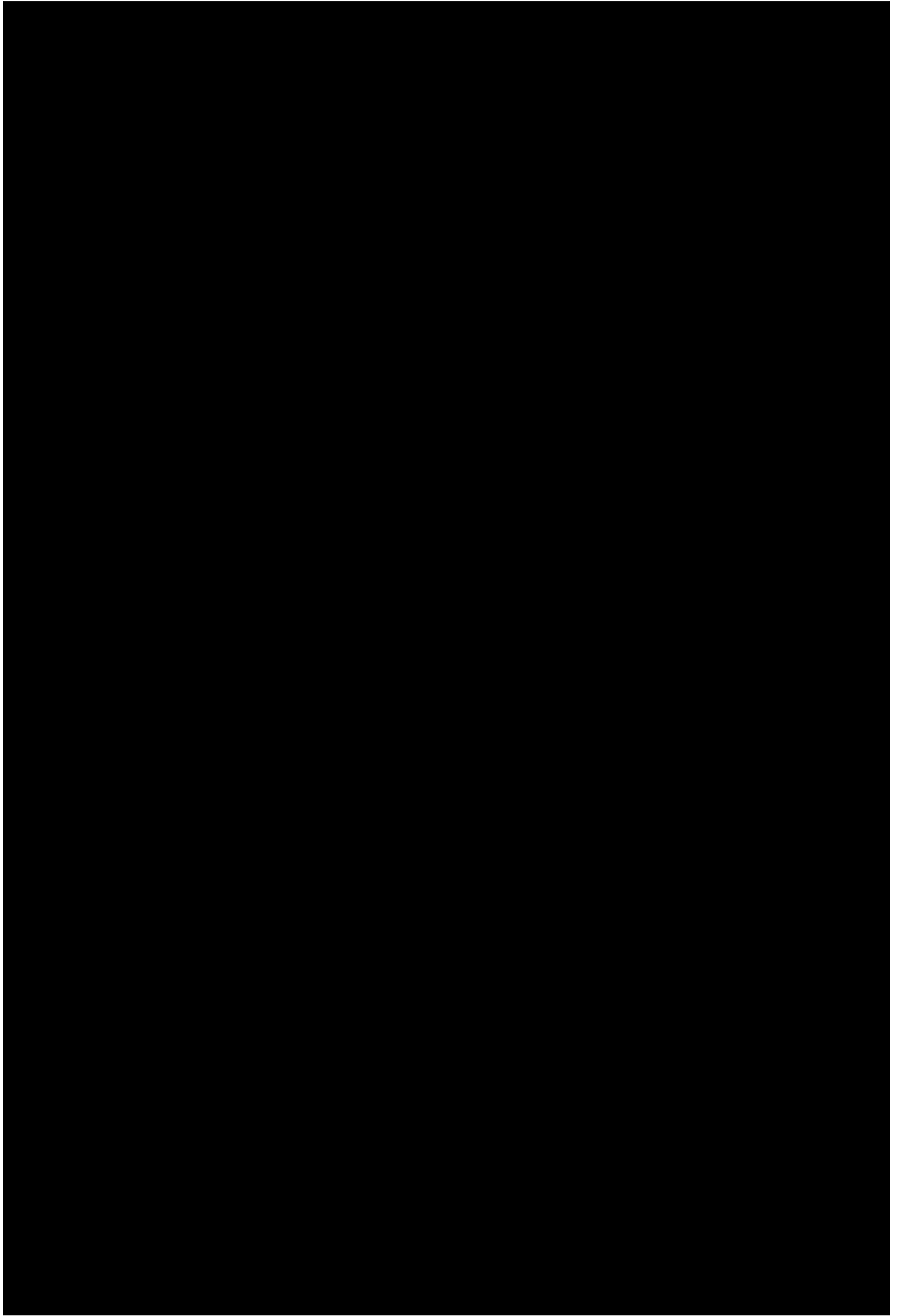












Attachment 3: Role of partners

