

Dohoda o vypořádání závazků **/ Settlement Agreement**

*(uzavřena dle § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, v platném znění/
concluded pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended)*

MALAYSIAN PALM OIL BOARD

veřejnoprávní instituce zřízená na základě zákona *Malaysian Palm Oil Board Act 1998 (Act 582)*

se sídlem No. 6, Persiaran Institusi, Bandar Baru Bangi, 43000 Kajang, Selangor, Malajsie
zastoupená: generální ředitel

na straně jedné

(dále jen „**MPOB**“)

a

Ústav experimentální botaniky AV ČR, Praha, v.v.i.

IC: 61389030

DIČ: CZ61389030

se sídlem: Rozvojová 263, 165 00 Praha 6 – Lysolaje, Česká republika

instituce zapsaná v rejstříku veřejných výzkumných institucí vedeném MŠMT ČR

zastoupená: RNDr. Janem Martincem, CSc., ředitelem

na straně druhé

(dále jen „**UEB**“)

(UEB a MPOB dále společně jen jako „**Strany**“)

uzavírají níže uvedeného dne, měsíce a roku následující **dohodu o vypořádání závazků** (dále jen „**Dohoda**“):

MALAYSIAN PALM OIL BOARD

a Malaysian governmental agency, established under the Malaysian Palm Oil Board Act 1998 (Act 582)

having its registered address at 6, Persiaran Institusi, Bandar Baru Bangi, 43000, Kajang, Selangor

represented by: Director-General

of the One Part

*(hereinafter referred to as "**MPOB**")*

And

INSTITUTE OF EXPERIMENTAL BOTANY OF THE CZECH ACADEMY OF SCIENCES, v. v. i.

Reg. No.: 61389030

VAT ID No.: CZ61389030

having its registered address at Rozvojová 263, 165 02 Prague 6 - Lysolaje, Czech Republic
an institution registered in the Register of Public Research Institutions maintained by the
Ministry of Education, Youth and Sports of the Czech Republic
represented by: RNDr. Jan Martinec, CSc., director

of the Other Part

(hereinafter referred to as "**IEB**")

(MPOB and IEB shall collectively be referred to as the "**Parties**")

hereby, on the day, month and year set forth below, enter into the following **settlement agreement** (hereinafter referred to as the "**Agreement**"):

I.

Úvodní prohlášení

1. Strany souhlasně prohlašují, že ve vztahu mezi nimi došlo k následujícím právním skutečnostem:
 - (a) Strany uzavřeli dne 2. ledna 2025 smlouvu za účelem spolupráce na společném projektu výzkumu a vývoje v oblasti cytogenomické analýzy druhů *Elaeis guineensis*, *Elaeis oleifera*, jejich mezidruhových hybridů a zpětných kříženců (dále jen „**Smlouva**“). Předmětná Smlouva tvoří přílohu č. 1 této dohody.
 - (b) Přestože mezi Stranami nebylo sporu o tom, že shora uvedená Smlouva byla uzavřena platně, v důsledku opomenutí nedošlo k jejímu zveřejnění v registru smluv ve smyslu zákona č. 340/2015 Sb., *o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv)*. Vzhledem k tomu, že od uzavření Smlouvy uplynulo v každém případě déle než 3 měsíce, bylo by na Smlouvu ve smyslu § 7 odst. 1 zákona o registru smluv třeba hledět jako na **zrušenou od počátku**.
2. S ohledem na skutečnost, že obě Strany jednaly s vědomím závaznosti uzavřené Smlouvy a v souladu s jejich obsahem také poskytovaly dosavadní plnění, a v zájmu vypořádání vzájemných závazků stran bezdůvodného obohacení, ke kterému mohlo dojít plněním na zrušenou Smlouvu, **sjednávají Strany tuto Dohodu o vypořádání závazků**.

I.

Preliminary Provisions

1. *The Parties concurrently declare that the following legal facts have occurred in the relations between them:*
 - (a) *On January 2, 2025, the Parties entered into a contract for the purpose of cooperation on a joint research and development project in the field of cytogenomic analysis of the species *Elaeis guineensis*, *Elaeis oleifera*, their interspecific hybrids,*

*and backcrosses (hereinafter referred to as „**Contract**“). The Contract in question forms an Annex No. 1 to this Agreement.*

(b) Although there was no dispute between the Parties that the above-mentioned Contract was validly concluded, due to an omission, it was not published in the Register of Contracts within the meaning of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Publication of These Contracts and on the Register of Contracts (Act on the Register of Contracts). Given that in any case more than 3 months have elapsed since the conclusion of the Contract, the Contract would have to be considered null and void from the outset within the meaning of Section 7 (1) of the Act on the Register of Contracts.

2. In view of the fact that both Parties acted with the knowledge of the binding nature of the concluded Contract and also provided previous performance in accordance with its content, and in order to settle the mutual obligations of the Parties arising from unjust enrichment, which may have occurred by performing under the cancelled Contract, the Parties enter into this Settlement Agreement.

II.

Potvrzení závazku ze smlouvy a vypořádání bezdůvodného obohacení

1. Vzhledem ke skutečnostem uvedeným v čl. I. této Dohody Strany dohodly na tom, že:
 - a) na základě této Dohody dochází k uzavření nové smlouvy, a to stejného obsahu jako Smlouva, která tvoří přílohu č. 1 k této Dohodě;
 - b) obsah jejich vzájemných práv a povinností, který touto Dohodou nově sjednávají, je zcela a beze zbytku vyjádřen Smlouvou, která tvoří přílohu č. 1 k této Dohodě a v záležitostech Smlouvou neupravených se dále řídí občanským zákoníkem; doby či lhůty dle takto nově ujednané smlouvy nicméně běží podle Smlouvy, a to tak, jako by původní Smlouva byla ke dni svého uzavření zveřejněna v registru smluv v souladu se zákonem;
2. Vzhledem ke skutečnostem uvedeným v čl. I. této Dohody a dále tomu, že Strany pokládají dosavadní provedené práce za práce poskytnuté dle smlouvy sjednané v předchozím odstavci, Strany prohlašují, že v souvislosti s tímto plněním vůči sobě nebudou navzájem vznášet nároky z titulu bezdůvodného obohacení, které je tímto zcela vypořádáno.

II.

Confirmation of Contractual Commitment and Settlement of Unjust Enrichment

1. *In view of the facts set forth in Article I of this Agreement, the Parties have agreed that:*
 - a) *by virtue of this Agreement, a new contract is concluded with identical content as the Contract, which constitutes Annex No. 1 to this Agreement;*
 - b) *the scope of their mutual rights and obligations newly established by this Agreement is fully and entirely expressed by the Contract, which constitutes Annex No. 1 to this Agreement, and in matters not regulated by the Contract, shall be further governed by*

the Civil Code; however, any periods or deadlines under the contract so newly agreed shall run in accordance with the Contract, as if the original Contract had been published in the Register of Contracts on the date of its conclusion in accordance with the law;

- In view of the facts set forth in Article I of this Agreement, and furthermore, since the Parties consider the work performed to date to be work provided under the contract agreed in the preceding paragraph, the Parties declare that they shall not assert any claims against each other arising from unjust enrichment in connection with such performance, which is hereby settled in full.*

III.

Závěrečná ustanovení

1. Tato Dohoda se řídí zákonem č. 89/2012 Sb., občanský zákoník, v platném znění.
2. Jestliže jsou v této Dohodě použita slova s velkým počátečním písmenem, mají tato slova význam, který jim byl v této Dohodě přidělen danou definicí jednotlivým termínů, nevyplývá-li z logiky kontextu Dohody jinak.
3. MPOB poskytuje souhlas s uveřejněním Dohody v registru smluv vedeném ve smyslu zákona č. 340/2015 Sb., *o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv*, ve znění pozdějších předpisů. MPOB bere na vědomí, že uveřejnění Dohody v registru smluv zajistí UEB. Do registru smluv bude vložen elektronický obraz textového obsahu Dohody (včetně jejích příloh) v otevřeném a strojově čitelném formátu a rovněž metadata Dohody.
4. Pokud by některé ustanovení této Dohody bylo neplatným či se stalo neplatným, pak to zásadně nezpůsobuje neplatnost této Dohody jako celku či jiných jejích ustanovení jako celku. Strany nahradí po vzájemné dohodě případné neplatné ustanovení novým ustanovením, které se bude v nejbližší možné míře blížit ustanovení nahrazovanému s přihlédnutím ke smyslu a účelu této Dohody, nedojde-li k dohodě, nahradí takové ustanovení na návrh některé ze Stran soud při splnění podmínek daných k tomu příslušnými právními předpisy.
5. Tato Dohoda nabývá platnosti připojením podpisů zástupců obou Stran a účinnosti ke dni jejího uveřejnění v registru smluv ve smyslu čl. III. odst. 3 této Dohody.
6. Tuto Dohodu je možné měnit pouze na základě písemných a vzestupně číslovaných dodatků opatřených podpisy obou Stran.
7. Strany prohlašují, že se s obsahem této Dohody seznámily, souhlasí s ním, a proto tuto Dohodu uzavírají připojením svých podpisů.

III. Final Provisions

1. *This Agreement shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended.*
2. *Capitalized terms used in this Agreement shall have the meanings assigned to them by the respective definitions of individual terms in this Agreement, unless the logic of the context of the Agreement implies otherwise.*
3. *MPOB grants its consent to the publication of the Agreement in the Register of Contracts maintained pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Publication of Such Contracts and on the Register of Contracts, as amended. MPOB acknowledges that the publication of the Agreement in the Register of Contracts shall be ensured by IEB. An electronic image of the textual content of the Agreement (including its annexes) in an open and machine-readable format, as well as the metadata of the Agreement, shall be inserted into the Register of Contracts.*
4. *Should any provision of this Agreement be or become invalid, it shall not, in principle, cause the invalidity of this Agreement as a whole or of any other provisions thereof as a whole. The Parties shall, by mutual agreement, replace any invalid provision with a new provision that comes as close as possible to the replaced provision, taking into account the sense and purpose of this Agreement; if no agreement is reached, such provision shall be replaced by a court upon the proposal of either Party, provided that the conditions set forth by the relevant legal regulations are met.*
5. *This Agreement shall enter into force upon the execution of the signatures of the representatives of both Parties and shall take effect on the date of its publication in the Register of Contracts within the meaning of Article III, Paragraph 3 of this Agreement.*
6. *This Agreement may only be amended by virtue of written and sequentially numbered amendments executed by the signatures of both Parties.*
7. *The Parties declare that they have familiarized themselves with the content of this Agreement, agree with it, and therefore conclude this Agreement by attaching their signatures.*

Přílohy:

č. 1 – Smlouva ze dne 2.1.2025;

Annexes:

No. 1 – Contract dated January 2, 2025

V Praze/*In Prague* dne/*on* 4.6. 2026

RNDr. Jan Martinec, CSc., ředitel/director
Ústav experimentální botaniky AV ČR, Praha, v.v.i.
INSTITUTE OF EXPERIMENTAL BOTANY OF THE CZECH ACADEMY OF
SCIENCES, v. v. i.

V/*In* dne/*on*2026

generální ředitel/ Director-General
MALAYSIAN PALM OIL BOARD

MEMORANDUM OF AGREEMENT

BETWEEN

MALAYSIAN PALM OIL BOARD

AND

**INSTITUTE OF EXPERIMENTAL BOTANY
OF THE CZECH ACADEMY OF SCIENCES**

ON

CYTOGENOMIC ANALYSIS OF *Elaeis guineensis*, *Elaeis oleifera*, INTERSPECIFIC HYBRIDS AND BACKCROSS PROGENIES



M P O B

MALAYSIAN PALM OIL BOARD
MINISTRY OF PLANTATION AND COMMODITIES, MALAYSIA
www.mpob.gov.my



KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
 MENARA HASIL
 PERSIARAN RIMBA PERMAI
 CYBER 8, 63000 CYBERJAYA
 SELANGOR DARUL EHSAN



SIJIL SETEM

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
 Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method* FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.* T01 F7FDF2AXF023 (SALINAN 1/1)
Jenis Surat Cara *Type Of Instrument* PERJANJIAN KONTRAK PENYELIDIKAN & PEMBANGUNAN
 SURAT CARA UTAMA
Tarikh Surat Cara *Dale Of Instrument* 02/01/2025
Balasan *Consideration* RM 90,009.63
Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
 LEMBAGA MINYAK SAWIT MALAYSIA
Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
 INSTITUTE OF EXPERIMENTAL BOTANY OF CZECH ACADEMY OF SCIENCES
Butiran Harta/ Suratcara *Property / Instrument Description*
 TIDAK BERKENAAN



Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
 This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	F0231A251059468
Tarikh Penyeteman <i>Date of Stamping</i>	17/01/2025
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 10.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 10.00
Indorsemen <i>Indorsement (Acta Setem 1949)</i>	Seksyen 12

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)

Tarikh Cetak *Printed Date*: 17/01/2025 10:10:59

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
 The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app
 Ini adalah cetakan komputer dan tidak perlukan tandatangan
 This is a computer generated printout and no signature is required

MEMORANDUM OF AGREEMENT

BEIWEEN

MALAYSIAN PALM OIL BOARD

AND

**INSTITUTE OF EXPERIMENTAL BOTANY
OF THE CZECH ACADEMY OF SCIENCES**

ON

**CYTOGENOMIC ANALYSIS OF *E/aeis guineensis*, *E/aeis*
o/eifera, INTERSPECIFIC HYBRIDS AND
BACKCROSS PROGENIES**

MEMORANDUM OF AGREEMENT

THIS AGREEMENT IS MADE THIS DAY

02 JAN 2025

BETWEEN

1. **MALAYSIAN PALM OIL BOARD**, a Malaysian governmental agency and having its registered address at 6, Persiaran Institusi, Bandar Baru Bangi, 43000, Kajang, Selangor (hereinafter referred to as "**MPOB**") of the One Part;

AND

2. **INSTITUTE OF EXPERIMENTAL BOTANY OF THE CZECH ACADEMY OF SCIENCES**, a research institution established under the laws of the section 18, paragraph 2 of Act No. 283/1992 and having its address at Rozvojová 263, 165 02 Prague 6 - Lysolaje, Czech Republic (hereinafter referred to as "**IEB**") of the Other Part.

(MPOB and IEB shall collectively be referred to as the "**Parties**" and each a "**Party**").

WHEREAS

- A. MPOB is a body corporate established under the Malaysian Palm Oil Board Act 1998 (Act 582) with the objectives of, *inter alia*, promoting and developing the palm oil industry of Malaysia.
- B. IEB is a public research institution established by the Czech Academy of Sciences. Its mission is to advance research in plant physiology, genetics, biotechnology, biochemistry, molecular biology, phytopathology, and cell biology. Through its efforts, IEB enhances knowledge and education while facilitating the practical application of scientific research results.
- C. The Parties hereby agree to enter into this agreement to co-operate in joint research and development project on Cytogenomic Analysis of *Elaeis guineensis*, *Elaeis o/eifera*, Interspecific Hybrids and Backcross Progenies (hereinafter be referred to as the "**Project**") in accordance with the terms and conditions herein contained.

1 DEFINITIONS

- 1.1 In this Agreement the following expressions have the meanings stated:

Agreement

this agreement, the terms and conditions herein, including its schedules, attachment and/or any amendments to the same as may be agreed to in writing by the Parties from time to time.

Confidential Information

all the know-how, commercially valuable information in whatever form including patent/unpatented inventions, product derivatives; be it in its original or modified form, trade secrets, formulas, graphs, flowcharts, diagrams, sketches, drawings, designs, processes, techniques, methods, technological materials, resources, samples, devices, models, algorithms, specifications, analysis, records and inventories, information pertaining to the past, present, future and proposed products, software and materials, programming and modification manuals and other materials of whatever description which a Party discloses to the other Party and including all Intellectual Property Rights as well as all proprietary information relating to the activities, business, projects and operations of the respective Party's company/organisation including all information relating to the assets, financial condition, strategies, research, products, software, services, engineering prospects, processes, drawings, layout plans, diagrams, marketing, planning, programming, technical and legal data, ideas, concepts, business opportunities.

Duration

means fifteen (15) months from the Effective Date.

Effective Date

irrespective of the date of this Agreement.

Intellectual Property Rights/IPR

all intellectual property rights of whatever nature throughout the world including all rights conferred under statute, common law or equity, whether existing now or at any time in the future, including rights in all copyright, database rights, patents, trademarks, moral rights, business names, trade names, domain names, design rights, confidential information, trade secrets and know-how. Intellectual Property Rights includes registered and unregistered rights and applications for registration and any related goodwill.

Law

any current or future legislation, ordinances, regulations, by-laws, orders, codes, Government directions, guidelines, awards and proclamations, whether made or issued by any government (including any state or territory government) or any government agency, common law, civil law, and the principles of equity as applicable from time to time, and any applicable industry codes of conduct in Malaysia.

- Project** Cytogenomic Analysis of *E/aeis guineensis*, *Elaeis oleifera*, Interspecific Hybrids and Backcross Progenies.
- Project Committee** the committee comprising of representatives from each Party appointed in accordance with Clause 2.2 of this Agreement.
- Project Intellectual Property** any new intellectual property rights in and/or over any materials developed, written and/or prepared by a Party in relation to or in the course of performing its obligation under this Agreement (including any reports and data) which shall be owned 100% by MPOB.
- Project Manager** the person appointed by the Parties in accordance with Clause 2.3 who is responsible for ensuring that the Project Team completes the Project.
- Project Plan** the set of documents to guide Project execution as set out in Schedule C of this Agreement.
- Project Team** the group of representatives from each Party who are appointed in accordance with Clause 2.3 of this Agreement and who shall be responsible for planning and executing the Project.
- Quality Review** a formal evaluation of the status of the Project with regards to compliance to its schedule, specification and the Project Plan.
- Research Grant** means the sum of EURO NINETEEN THOUSAND THREE HUNDRED AND THIRTY-TWO ONLY (€19,332.00) which to be disbursed by MPOB to IEB as stipulated in this Agreement;
- Statement of Work** the scope of work of each Party as set forth in detail in Schedule B of this Agreement.
- 1.2 The clause headings in this Agreement are for ease of reference only and shall not limit, govern or otherwise affect its construction.
- 1.3 All Clauses and Schedules are references to the clauses and schedules in this Agreement.
- 1.4 Any reference in this Agreement to any statute, statutory provision, or governmental or regulatory orders or directives shall be construed as including a reference to that statute or statutory provision, or governmental or regulatory orders or directives as from time to time amended, modified, extended or re-enacted whether before or after

the date of this Agreement and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

- 1.5 a reference to:
- (a) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (b) a thing (including a chose in action or other right) includes a part of that thing;
 - (c) a party includes its successors and permitted assigns;
 - (d) a document includes all amendments or supplements to that document; and
 - (e) a monetary amount is in EURO, unless otherwise specified.
- 1.6 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.
- 1.7 an agreement on the part of two or more persons binds them severally; and
- 1.8 no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

2 COLLABORATIVE RESEARCH

- 2.1** The Parties agree that the Project shall begin on the Effective Date and will continue for the Duration according to the Statement of Work and the terms and conditions of this Agreement.

Project Committee

- 2.2 The Parties shall upon the execution of this Agreement jointly procure the formation of a committee comprising of persons identified in Schedule A of this Agreement.
- 2.3 The Project Committee shall during the Duration be responsible to ensure the following:
- (a) appointment of the Project Manager and Project Team;

- (b) approval and implementation of the Project Plan, including any changes in relation thereto;
- (c) facilitate the Project implementation such as utilities connection, interfacing between the Parties and assignment of roles and responsibilities of each Party under the Project;
- (d) conduct periodical Quality Review together with the Project Team in accordance with the Project Plan;
- (e) deliver final decision(s) on any matters, disputes and/or issues pertaining to the Project which require referral and/or approval of the Parties (as applicable);
- (f) appointment of advisors and/or consultants for the Project as the Project Committee deem necessary.

3 DURATION OF AGREEMENT

- 3.1 The Parties agree that the Agreement shall take effect from the Effective Date for the Duration and the Project shall be completed within the validity of this Agreement.
- 3.2 This Agreement may be extended for a further period as may be agreed in writing by the Parties subject to a 3 months' notice prior to the expiry of the Agreement.

4 EXPENSES & FUNDING

- 4.1 MPOB shall fund all costs and expenses of the Project. Method and matters relating to the disbursement of the Research Grant are stated in Schedule C.
- 4.2 Each disbursement of the Research Grant shall be made as follows:
 - a) First disbursement: within thirty (30) days after the signing of this Agreement;
 - b) Second disbursement: within thirty (30) days of the receipt by MPOB of the statement of expenditure and progress report up to the duration of six (6) months from the Effective Date or such other duration as may be determined by MPOB; and
 - c) Final disbursement: within thirty (30) days of the receipt by MPOB of the statement of expenditure and progress report up to the duration of nine (9) months beginning from the end duration covered by the previous disbursement or such other duration as may be determined by MPOB.

- 4.3 MPOB has no obligation to make any disbursement to IEB for the second and subsequent instalments as provided in Schedule C unless MPOB is satisfied that -
- (a) IEB has spent or at least committed to spend at least eighty percent (80%) of the Research Grant so paid by MPOB in the previous instalment;
 - (b) IEB is not in breach or in anticipatory breach of this Agreement; and
 - (c) the progress of the Project is acceptable to MPOB.
- 4.4 Unless otherwise stated or expressly agreed to the contrary, each Party shall pay its own expenses in the performance of its responsibilities under this Agreement.
- 4.5 Unless stipulated otherwise, each Party shall be responsible for the remuneration and expenses on its own employees and agents.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the countries of the Parties.
- 5.2 The use of any logo and/or official emblem of any of the Parties is prohibited without the prior written approval of the concerned Party or Parties.
- 5.3 All intellectual property owned by the respective Parties prior to this Agreement shall remain the property of such Party.
- 5.4 The Intellectual Property Rights in any works which existed prior to the Agreement (to which the Project relates) ("**Pre-Existing Works**") belong to the respective Parties or their third-party licensors.
- 5.5 Ownership of the Project Intellectual Property
- (a) Subject to such other rights as may be stipulated and/or granted under this Agreement, any intellectual property other than Project Intellectual Property created, developed or reduced to practice solely by a party shall be owned by that party;
 - (b) The Parties hereby agree and acknowledge that the Project Intellectual Property shall 100% belong to MPOB
- 5.6 The provisions of this Clause 5 shall survive the expiry or termination of this Agreement.

6 **CONFIDENTIALITY**

6.1 Each Party undertakes that it shall at all times keep confidential (and procure that its directors, managers, employees, officers, agents, subcontractors, distributors, management trainees or anyone who may have access to any of the information required to keep confidential) any Confidential Information which it or they may acquire in relation to the Project and the business and affairs of the other Party to this Agreement and shall not use or disclose such Confidential Information except as permitted under this Agreement or with the express written consent of that other Party or in accordance with the order of a court of competent jurisdiction or in compliance with the Law.

6.2 Each Party hereto further undertakes:

- (a) to use its best endeavours to protect such Confidential Information regardless of whether such Confidential Information is marked "Confidential" or not;
- (b) to limit its disclosure of the Confidential Information it receives from the disclosing party to its employees and agents on a need-to-know basis and only to the extent necessary for them to carry out the Project;
- (c) to immediately notify the disclosing party upon learning of any unauthorised use or disclosure of any Confidential Information;
- (d) not to make copies, publish, reproduce in whatsoever form or otherwise reduce into writing or into any other tangible or intangible form all or any part thereof of the Confidential Information save for the purposes contemplated in this Agreement and each Party agrees that the ownership to any copies, publications or reproductions of the Confidential Information so made remains with the disclosing party;
- (e) to be accountable for the compliance and performance of the undertakings enumerated herein on the part of each Party's managers, employees, officers, agents, distributors or any permitted person to whom the Confidential Information is disclosed;
- (f) to exercise such degree of care and diligence no less than that which the disclosing party applies to its own Confidential Information of a similar character.

6.3 The obligations of confidentiality herein shall not apply to any information which the receiving party can show by written records:

- (a) prior to the date hereof, is in the public domain or hereafter comes into the public domain (other than as a result of a breach of this Agreement by the receiving party); or
- (b) is released for public disclosure by the disclosing party without any confidentiality restrictions; or
- (c) is lawfully received or received without knowledge of any breach of confidentiality obligations from third party or parties; or
- (d) is, at any time, developed by the receiving party completely independently of any Confidential Information disclosed by the disclosing party; or
- (e) is required to be disclosed under the Law, pursuant to an order of a court of competent jurisdiction or as required by a regulatory authority.

6.4 The obligations of each of the Parties contained in this Clause shall become effective as of the date the Confidential Information is first made available by the disclosing party to the receiving party and shall survive the termination of this Agreement and shall continue in force until such time as the Confidential Information becomes public knowledge other than by breach of this Agreement or as otherwise agreed between the Parties.

6.5 Without prejudicing the foregoing provisions, any information sent or received orally, via electronic means or information disclosed without confidentiality notices shall be deemed to be Confidential Information and the obligation of confidentiality applies accordingly.

6.6 Both Parties agree that the provisions of this Clause 6 shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

7 **REPRESENTATIONS AND WARRANTIES**

7.1 Each Party represents and warrants to the other Party:

- (a) it has the necessary authority to enter into, execute and perform its obligations under this Agreement;
- (b) in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement;

- (c) its execution and performance under this Agreement, including its disclosure of Confidential Information to the other Party, will not result in a breach of any obligation to any third party or infringe or violate any third party's rights;
- (d) to the best of its knowledge and belief, it has the right to disclose its Confidential Information to the other Party and that it has the right to authorise the use of such Confidential Information for the purpose of this Agreement;
- (e) it is not aware as at the date of this Agreement of anything within its reasonable control which might or will adversely affect its ability to fulfil its obligations under this Agreement and further undertakes not to engage in any activity likely to compromise its ability to perform its obligations under this Agreement;
- (f) that any information, documents or such other materials, provided to the other Party in connection with this Agreement does not infringe or violate the intellectual property rights of any other third parties;
- (g) it shall at all times comply with all applicable laws, rules and regulations in effect at the time of the performance of this Agreement; and
- (h) to carry out its obligations under this Agreement at all times with due diligence and efficiency.

8 **PUBLICATION, ADVERTISING AND OTHER ACTIVITIES**

- 8.1 Notwithstanding any other provision to the contrary contained herein either Party may publish, present or disclose materials relating to the Project provided that:
- (i) MPOB will take the lead in the publication of research results and the Parties agree to mention and acknowledge the contribution of the other Party in the said publication;
 - (ii) All material prepared for publication by a Party (the 'Submitting Party') shall be forwarded to the other Parties for permission to publish at least one (1) month prior to submission for publication or disclosure to a third party; and
 - (iii) If at any time during the said period of one (1) month the other Party/ies requests the Submitting Party not to proceed with publication or disclosure of the material in the form submitted then the Submitting Party will either:
 - (a) amend the material as requested by the other Party/ies; or
 - (b) delay publication or disclosure until such time as the other Party/ies deems such publication or disclosure to be possible or appropriate in

view of any sensitive info contained therein. For the avoidance of doubt, any such delay shall not exceed a period of 3 months.

If no such response or notification is received by the Submitting Party from the other Party/ies within said one (1) month period, the Submitting Party shall be free to publish the proposed publication.

9 **LIABILIJY AND INDEMNIJY**

- 9.1 Except in cases of fraud, wilful misconduct, death and bodily injury for which liability shall not be excluded or limited, each Party's liability to the other Party under or in connection to this Agreement shall be limited to the amount of any direct loss or damage arising from the acts or omissions or otherwise breach of this Agreement by the breaching Party or its employees or agents.
- 9.2 Subject to Clause 9.1 above and other than as expressly provided in this Agreement, in no event will either Party be liable to the others for:
- (a) any loss of revenues, profits, contracts, business or anticipated savings;
 - (b) indirect or consequential damages whether arising from negligence, breach of this Agreement or howsoever;
 - (c) loss of goodwill or reputation;
 - (d) wasted management or staff time; and/or
 - (e) suffered or incurred by a Party arising out of or in connection with this Agreement whether or not such losses were within the contemplation of the Parties at the date of this Agreement.
- 9.3 The Parties acknowledge and agree that in the event of a material breach of the Agreement by either Party, the non-defaulting Party shall endeavour to do all things as may reasonably be necessary to mitigate any losses that it may suffer pertaining to such breach.
- 9.4 Each Party ("**Indemnifying Party**", shall indemnify the other Party ("**Indemnified Party**", against any losses, liabilities, damages and claims suffered or incurred directly by the Indemnified Party, and all related costs and expenses (including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from any proceedings brought by a third party as a result of the Indemnifying Party's acts, omissions or breaches of its obligations under this Agreement.

9.5 The Indemnifying Party further agrees to indemnify the Indemnified Party for any loss or damages suffered by the Indemnified Party arising from the breach of the Indemnifying Party's obligations as to confidentiality and intellectual property under this Agreement.

9.6 The right to be indemnified is subject to the Indemnified Party:

- (a) notifying the Indemnifying Party as soon as practicable of any such claims and proceedings brought against it and the Indemnifying Party having the right at its own expense to assist the defence of any such action and all negotiations for its settlement or compromise. No settlement or compromise thereof will be made without the prior written consent from the Indemnifying Party, which consent will not be unreasonably withheld or delayed; and
- (b) using its reasonable endeavours to mitigate any losses, liabilities, damages, claims, expenses and costs.

In any event, the Parties shall cooperate to do all that is necessary to mitigate any losses, liabilities, damages, claims, expenses and costs that may arise under the Agreement.

10 TERMINATION

10.1 Termination by IEB;

- (a) Subject to clause 2.3 (e) of this Agreement, IEB may terminate this Agreement by giving not less than thirty (30) days written notice to MPOB in the event MPOB;
 - (i) fails to proceed regularly and diligently to perform its obligations in accordance with the statement of work provided in Schedule B or the Project Plan;
 - (ii) for any reason whatsoever suspends its performance for a continuous period of six (6) months of all or any part of its obligations under this Agreement;
 - (iii) fails to comply with any of the provisions of this Agreement and where such failure is capable of being remedied, do not rectify such non-compliance within thirty (30) days of IEB' written notice of such failure; or
 - (iv) engaged in any conduct prejudicial to IEB in relation to the Project.

10.2 Termination by MPOB;

- (a) MPOB may terminate this Agreement by giving not less than thirty (30) days written notice to IEB in the event IEB;
 - (i) commits breach of any terms herein and where such breach is capable of being remedied, the breach is not rectified within thirty (30) days of MPOB written notice of such breach;
 - (ii) fail to proceed regularly and diligently to perform its obligations in accordance with this Agreement; or
 - (iii) engaged in any conduct prejudicial to MPOB in relation to the Project.

10.3 In addition to Clause 10.1 and 10.2, upon the termination or expiry of this Agreement pursuant to this Clause, the Parties shall:

- (a) specify the disposition of all properties, inventions, patent or other intellectual property applications and other results of work accomplished or in progress, arising from or performed under this Agreement, all in accordance with the rights granted to the Parties under the terms of this Agreement;
- (b) return forthwith any resources, facilities, equipment of the other Party the use of which has been extended or otherwise provided by the other Party to the returning Party specifically for the purposes of the Project or otherwise pursuant to this Agreement;
- (c) except where this Agreement terminates upon the effluxion of time, return forthwith all materials containing or relating to the other Party's Confidential Information and furnish a statutory declaration certifying that it has not retained any record, representation or reproduce (written, electronic, photographic or otherwise) of the Confidential Information of the other Party;
- (d) cooperate with each other to do all things reasonably necessary to bring the arrangement under this Agreement to an effective and expedient end; and
- (e) any unutilised money from the Research Grant shall forthwith be returned to MPOB.

10.4 The clauses in this Agreement on representation and warranties, Intellectual Property Rights, confidentiality, liability and indemnity and such other clauses which (whether expressly or by implication) are meant to survive the termination or expiry of this Agreement shall survive the termination or expiry of this Agreement.

11 SETTLEMENT OF DISPUTES

11.1 Any dispute, controversy or claim between the Parties arising out of or in connection with this Agreement, or the existence, breach, termination or invalidity thereof shall first be resolve through amicable discussion by the Parties.

11.2 In the event the dispute, controversy or claim cannot be settled amicably by the Parties within thirty (30) days from the date the dispute, controversy or claim was initially referred to the Parties, such dispute, controversy or claim shall be finally settled by arbitration under the Asian International Arbitration Centre ("**AIAC**") rules and regulations for the time being in force and subject to the following terms:

- (a) the arbitration tribuna! shall consist of one (1) arbitrator which shall be appointed to be mutually agreed by both Parties;
- (b) the seat of arbitration shall be in a mutually acceptable location;
- (c) any decision or award shall be made in writing and shall be final and binding upon the Parties;
- (d) the proceedings and the decision of the arbitration shall be confidential except for the purposes of enforcement of any arbitral award;
- (e) unless mutually agreed otherwise, the Parties shall continue to perform their obligations and enjoy their rights under this Agreement during any arbitration proceeding; and
- (f) the language of the arbitration shall be English.

12 MISCELLANEOUS

(a) Assignment.

- (i) Neither this Agreement nor any rights or obligations of either Party hereunder shall be assigned or otherwise transferred by either Party without the prior express written consent of the other Party; such consent shall not be unreasonably withheld.
- (ii) Each Party shall remain responsible for obligations which are performed by its subcontractors and for the acts or omissions of its subcontractors as if they were acts or omissions of the Party.

(b) No Waiver.

No failure, delay or indulgence on the part of either of the Parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy nor shall any single or partial exercise of any right, power, privilege or remedy provided in this Agreement be deemed as a waiver.

(c) Severability.

If any provision of this Agreement is declared by any judicial or other competent authority to be void, illegal or unenforceable, it shall be deemed to be deleted from this Agreement and the remainder of the Agreement shall remain in full force and effect as if such provision had not originally been contained in this Agreement. In the event of any such deletion the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

(d) Amendment/Modifications.

To such extent expressly specified otherwise in this Agreement or in the Schedules, this Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner unless in writing and signed by both Parties to this Agreement.

(e) Notices.

Any notice or other communication required or permitted to be given by or pursuant to this Agreement shall be sufficiently given, if given in writing and delivered personally or sent by first-class prepaid registered post or confirmed facsimile transmission to the addresses for the Parties specified below or to such other address or such other person as the Parties may from time to time notify to each other in writing:

If to MPOB:

Address: Director-General
Malaysian Palm Oil Board
No 6, Persiaran Institusi
Bandar Baru Bangi
43000 Kajang, Selangor

Facsimile Number: +603-8926 2971
Telephone Number: +603-8769 4463
For the attention of: Director-General

If to IEB:

Address: Director
Institute of Experimental Botany
of the Czech Academy of Sciences, v. v. i.
Rozvojeová 263
165 02 Prague 6 - Lysolaje
Czech Republic
Telephone Number: +420 225 106 455; +420 225 106 473
For the attention of: Director

Any such notice or communication issued in accordance with this Clause shall be deemed to have been received:

- (i) if delivered personally, on the date of delivery and is duly acknowledged by the recipient;
- (ii) if sent by first-class prepaid registered post, seven (7) days after the date of posting unless actually received earlier and is duly acknowledged by the recipient;
- (iii) if sent by facsimile transmission, on confirmation of successful transmission at the end of the communication.

(f) Relationship of Parties.

This Agreement shall not constitute or imply any partnership, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

(g) Independent Contractors.

The relationship of the Parties to this Agreement is that of independent contractor and not as agent of each other or as joint ventures or partners. Each Party shall maintain sole and exclusive control over its employees and operations.

(h) Force Majeure.

Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of due diligence. If any force majeure, delays or prevents the performance of the obligations of either Party for a continuous period in excess of

ninety (90) days the Party not so affected may give notice to the affected Party to terminate this Agreement specifying the date on which termination will take effect.

(i) Governing Law.

The validity, construction, performance and effect of this Agreement shall be governed by and interpreted in accordance with the laws of the country in which the defendant is located with the jurisdiction at the seat of the defendant.

(j) Entire Agreement.

This Agreement constitutes the whole agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior written or oral agreements, representations or understandings between them.

(k) Signing

This Agreement together with all schedules, annexes or appendices may be executed in ink or electronically (as the case maybe) and upon such execution with constitute an original thereof. Further, the Parties warrant that the signatories to this Agreement are fully authorised to execute and deliver this Agreement.

(l) Good Faith.

In entering into this Agreement, the Parties recognise that it is impracticable to make provision for every contingency that may arise in the course of the performance thereof. Accordingly, the parties hereby declare it to be their intention that this Agreement shall operate between them in accordance with the principal of good faith, with fairness and without detriment to the interests of any of them and if in the course performance of this Agreement unfairness to any party is disclosed or anticipated or any dispute arises then the parties shall use their best endeavors (without prior recourse to arbitration or litigation) to agree upon such action as may be necessary and equitable to remove or resolve the cause or causes of the same.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the Parties have hereunto set their hands on the date first above written.

SIGNED by
for and on behalf of
MALAYSIAN PALM OIL BOARD

.....
Director-General MPOB

in the presence of:

.....
Deputy Director-General
(Research & Development)

SIGNED by
for and on behalf of
**INSTITUTE OF EXPERIMENTAL
BOTANY OF THE CZECH ACADEMY OF
SCIENCES**

17.11.2017
.....
JAN MARTINEC, CSC.
RNDr.
Director

in the presence of:

.....
Deputy Director

SCHEDULE A

Project Committee

1. MEMBER:

1.1 MPOB:

	Title and Department
	Dr., Senior Research Officer, Group Leader, Genomics Unit, MPOB
	Dr., Principal Research Officer, Group Leader, Genomics Unit, MPOB
	Dr., Principal Research Officer, Group Leader, Genomics Unit, MPOB

1.2 IEB:

	Title and Department
	Professor, Centre of Plant Structural and Functional Genomics, Olomouc
	Dr., Group Leader, Centre of Plant Structural and Functional Genomics, Olomouc
	Dr., Research Officer, Centre of Plant Structural and Functional Genomics, Olomouc

SCHEDULE B

Statement of Work

1, MPOB:

- (a) To conduct the Project jointly with IEB in accordance with the Project Plan as stated in Schedule C;
- (b) To disburse the Research Grant to IEB. Method and matters relating to the payment are stated in Schedule C;
- (c) To provide genome sequencing data to IEB for data analysis;
- (d) To provide materials as stated in Schedule C.

2 IEB:

- (a) To conduct the Project jointly with MPOB in accordance with the Project Plan as stated in Schedule C;
- (b) To provide consultation and training in accordance to the Project Plan as stated in Schedule C;
- (c) To perform data analysis using genome sequencing datasets;
- (d) To keep in strict confidence the results, data and outcome of such analyses carried out under this Agreement;
- (e) To give MPOB the first right of refusal for any publicity of the Project or any part thereof for MPOB to publicise the Project or any part thereof, whether individually or jointly with the IEB or any other person: PROVIDED that the Director General of MPOB may issue such guidance relating to the types of publicity that requires or does not require the first right of refusal to be exercised by MPOB.

SCHEDULE C
PROJECT PROPOSAL

Project Proposal

PROJECT TITLE:

Cytogenomic analysis of *Elaeis guineensis*, *Elaeis oleifera*, interspecific hybrids and backcross progenies

BACKGROUND:

Oil palm is an important perennial crop that belongs to the genus *Elaeis* of the botanical family Arecaceae. Within the genus *Elaeis*, two species are recognized: the economically important oil palm (*Elaeis guineensis*) originally native to Africa, and its South American relative, *E. oleifera* with lower oil yield potential. However, the species is of interest in oil palm breeding due to good oil quality, slow growth rate, short-spined bunches, and resistance to diseases and pests. The lower bunch weight of interspecific hybrids between *E. guineensis* and *E. oleifera* compared to the *E. guineensis* commercial planting material stimulated the interest in generating backcross progenies. Unfortunately, the progenies did not have increased yield. Clearly, advanced backcross progenies need to be obtained to develop genotypes with a prevalence of *E. guineensis* genome, which, however, will maintain genome regions controlling the beneficial traits of *E. oleifera*.

This is a challenging goal, which, among other, will require a detailed knowledge of the genomic constitution of parental genotypes and their progenies, the ability to follow the transmission of individual chromosomes to progenies, as well as the identification of recombination between chromosomes of parental species and other chromosome structural changes. Importantly, these endpoints may be tackled using the advanced methods of genomics, molecular cytogenetics and cytogenomics. Thus, genotyping of single pollen grains may be used to inform on the genomic constitution of gametes, and hence about chromosome recombination during meiosis. It is also an elegant approach to develop a high-resolution genetic recombination map without a need for a segregating population. The procedure consists of the isolation of pollen nuclei and their sorting into microtiter plate wells using flow cytometry, amplification of DNA from single pollen nuclei, Illumina sequencing and data analysis.

The methods of oligo painting FISH (fluorescence *in situ* hybridization) and GISH (genomic *in situ* hybridization) are powerful approaches to studying genome variation at the chromosome level. Oligo painting is based on the identification of large sets of short (usually 45-nt long) stretches of DNA sequences, which are unique to specific genome regions (chromosomes, chromosome arms, or even shorter regions). The oligomers are fluorescently labeled and used to visualize the regions by fluorescence *in situ* hybridization (FISH). As the Cytogenetic Research Group of MPOB collaborates on the sequencing projects with other MPOB research teams, it is possible to identify the unique DNA sequences *in silico*, using the chromosome-scale reference genome sequence of *E. guineensis*, which was recently developed.

PRINCIPAL RESEARCHERS INVOLVED:

- MPOB:

Dr. Siti Nur Hafidha
Dr. Siti Nur Hafidha
Dr. Siti Nur Hafidha

Dr. Siti Nur Hafidha
Dr. Siti Nur Hafidha
Dr. Siti Nur Hafidha

DURATION:

15 months (December 2024 - February 2026)

OBJECTIVES:

- 1) To verify differences in long-range chromosome organization between *E guineensis* and *E oleifera* using oligo painting FISH.
- 2) To identify structural chromosome changes in hybrids and backcross progenies population of interspecific hybrid oil palm.
- 3) To establish a method for nuclei isolation from pollen grains for single pollen genotyping

RESEARCH PLAN:

OBJECTIVE 1	
Scope	Validation of <i>Elaeis guineensis</i> assembly and differences in long-range chromosome organization between <i>E guineensis</i> and <i>E oleifera</i> using oligo painting FISH
Estimated Duration	4 Months
Proposed Start	December 2024
Resources Required	<ul style="list-style-type: none"> a. Chromosome-scale genome assembly of <i>E guineensis</i> b. Genome assembly of <i>E oleifera</i> c. Computing capacity for bioinformatic analyses d. Plant material - plants with actively growing roots e. Laboratory equipment, reagents and consumables for <i>in situ</i> hybridization f. Microscopy facility - fluorescence microscope with appropriate optical filters, software for image acquisition and analysis
Description	Oligonucleotide (probe) specific for individual chromosome arms will be identified in the reference genome sequence of <i>E guineensis</i> . The probes will be used for FISH analysis of mitotic chromosome spreads prepared from <i>E guineensis</i> and <i>E oleifera</i> . The captured images of karyotypes will be visualized as idiograms and the identified chromosome organization will be organized in a database

OBJECTIVE 2	
Scope	Identification of structural chromosome changes in hybrids and backcross progenies population of interspecific hybrid oil palm
Estimated Duration	12 Months
Proposed Start	April 2025
Resources Required	<ul style="list-style-type: none"> a. Plant material - plants with actively growing roots b. Laboratory equipment, reagents and consumables for <i>in situ</i> hybridization c. Microscopy facility - fluorescence microscope with appropriate optical filters, software for image acquisition and analysis
Description	Oligonucleotide probes designed from Objective 1 will be used to visualize chromosome arms in inter-specific hybrids and their backcross progenies to identify structural chromosome changes in hybrids and backcross progenies.

OBJECTIVE 3	
Scope	Nuclei isolation from pollen grains for single pollen genotyping
Estimated Duration	6 Months
Proposed Start	July 2025
Resources Required	<ul style="list-style-type: none"> a. Plant material - mature male flowers b. Equipment (vortex, glass shards/fragments (Sigma), mesh filters (Celltrix from Sysmex-Partec) and consumables needed for the isolation of nuclei from pollen grains c. Flow cytometer, fluorescence microscope, reagents for flow cytometry (including DAPI or propidium iodide), reagents and consumables for the analysis of pollen nuclei
Description	<p>This is a proof-of-concept experiment. Two weeks of training will be provided by the expert from IEB. For this objective, the stage of pollen maturation, as well as the collection and transfer of pollen/male flowers to the laboratory, will be optimized for the subsequent steps of the protocol. The suspensions of isolated pollen nuclei will be stained with DAPI and the nuclei will be analyzed by flow cytometry using the nuclei isolated from a leaf sample of a diploid oil palm as reference standard. The nuclei representing individual populations (differing in DNA content) will be flow-sorted on the microscopic slides and examined by fluorescence microscope as well.</p>

GANTT CHART:

Activities	2024	2025				2026
	Dec	Jan-March	April-June	July-Sept	Oct-Dec	Jan-Feb
Analysis and comparison of genome structure of <i>Elaeis guineensis</i> and <i>Elaeis oleifera</i> by oligo painting FISH						
Identification of the structural changes in the progeny population of interspecific hybrid oil palm						
Optimization of nuclei isolation from oil palm pollen - Training (July 2025)						
Final report						

SUMMARY OF BUDGET:

Estimated Budget: €19 332.00				
Resource	Description Details	Cost/day (€)	Estimated days spend on the project**	Total* (€)
Personnel	Prof. Jaroslav Doležel	184.00		
	Consultation		15	2 760.00
	Dr. Eva Hřibová	140.00		
	Consultation		15	2 100.00
	Data analysis & report		60	8 400.00
	Training		14	1 960.00
	Dr. Jana Čížková	113.00		
Training	14		1 590.00	
Indirect Cost (estimate)	15% of Personnel Cost - Accommodation during training - Flight ticket			2 522.00
Total Project Costs (estimate)				19 332.00
*Costs estimates above are rounded				
** 1 day = 8 working hours				

*The estimated rate for personnel was based on the standard minimum wages for Professors and Associate Professor in Europa <https://eurydice.eacea.ec.europa.eu/national-education-systems/czechia/conditions-se-nice-academic-staff-working-higher-education>. For PostDoc, the rate was based on the maximum wages in Austria (<https://www.findapostdoc.com/advice/country-guides.aspx>)

PAYMENT SCHEDULE, ASSOCIATED MILESTONES, TERMS & CONDITION:

NO	PAYMENT SCHEDULE	DUE DATE	MILESTONES	TOTAL PAYMENT (€ EURO)
1	Initial Payment (50%)	Within thirty (30) days after the signing of this Agreement	-	9 666.00
2	Second Payment (20%)	6 months after the Effective Date of this Agreement	a. Completion of Objective 1 b. Submission of a draft manuscript for Objective 1	3 866.40

3	Final Payment (30%)	15 months after the Effective Date of this Agreement	a. Completion of Objective 2 b. Completion of Objective 3 c. Completion of Training d. Submission of Final Report	5 799.60
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