

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT

is concluded in relation to the project „**Extension of bilateral cooperation in driftwood research**“ funded by EEA and Norway grants reg. number: EHP-BFNU-OVNKM-4-107-2023 (the “**Project**”)

BETWEEN:

1. Mendel University in Brno (the “**Project Promoter**”),
Zemedelska 1, 613 00 Brno, Czech Republic
Represented by: prof. Dr. Ing. Jan Mareš
Bank Account no.: [REDACTED]

2. Norwegian Institute of Bioeconomy Research (the “**Project Partner**”),
P.O. Box. 115, 1431 Ås, Norway
Represented by: Dr. Per Stålnacke
Bank Account no.: [REDACTED]

Project Promoter and Project Partner are hereinafter, jointly or individually, referred to as “**Parties**” or “**Party**”

WHEREAS:

The Parties have formed a partnership to carry out the Project (the “**Partnership**”) and have made binding commitments to each other.

The Parties acknowledge that the Partnership Agreement is based on the DESCA model Consortium Agreement and that guidance on the DESCA model is available at www.desca-agreement.eu.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1: PURPOSE, RESPONSIBILITIES OF THE PARTIES

1.1 The purpose of this Partnership Agreement is to specify with respect to the Project the relationship between 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 and Dispute resolution.

1.2 The Parties are obliged to carry out the Project in accordance with the Grant Application which forms an Annex No. 1 of this Partnership Agreement, Decision on Providing of the Grant no. MF-

7110/2023/5801-1 which is available to the Parties in electronic form in IS CEDR, the Guidelines for Applicants and Final Beneficiaries from the Bilateral Fund within the framework of the EEA and Norway Grants 2014-2021, especially Regulation on the implementation of the EEA Grants 2014-2021 and its annexes (the “**Guidelines**”), which the Parties confirm to have read and agree with them, and any other regulation which regulates carrying out the Project. The Guidelines are available at the EEA and Norway Grants website <https://eeagrants.org/>. The Project Partner is obliged to provide the Project Promoter, eventually public authorities, with all necessary cooperation so the Project Promoter fulfils all of his obligations under the Project, even after the Project is finished, if it is needed. The Project Partner is obliged to inform the Project Promoter immediately if any event occurs, which may have effect on carrying out the Project.

1.3 The Project Partner will provide the necessary preparation of joint field research in Norway. It includes the work of Dr. Paul Eric Aspholm as the preparation of the research schedule, selection of suitable research areas, sharing know-how in driftwood research, arranging the access to research areas and lending the necessary equipment. The Norwegian researcher will lead field research and the logistics of the event. In order to verify the fulfilment of the obligations, the Project Partner is obliged to create the conditions for carrying out an inspection related to the implementation of the Project, to provide all documents related to the implementation of the Project, to enable continuous verification of the compliance of the data on the implementation of the Project stated in the reports on the implementation of the Project with the actual situation in place of its implementation and provide cooperation to all persons authorized to carry out the inspection, or to their proxies. The Project Partner is obliged to inform the Project Promoter about all controls or monitoring of the Project carried out by other entities, their results and about the proposed corrective measures and about the adoption and fulfilment of these corrective measures.

1.4 The Project Promoter gives an undertaking to pay eligible and essential costs of the Project Partner associated with the activities referred in paragraph 1.2, up to a maximum of CZK 114 800. This is based on the invoice the Project Partner will send to the Project Promoter which shall be reimbursed within the due date, on condition the costs are eligible according to the Project rules and the invoice contains all necessary details according to the Czech law and only after the costs are authorized and provided by the granting authority to the Project Promoter. The expenditures of the Project Partner shall be quoted in Czech Crowns (CZK). In the event the amount of the grant is decreased or not provided to the Project Promoter by the granting authority, the Project Promoter is not responsible to the Project Partner for such; the Project Promoter will inform the Project Partner about any changes in financing of the Project whereas such changes are for the Project Partner binding.

1.5 The Project Partner is obliged to keep all documents related to the implementation of the Project for at least 10 years from January 1 of the year following the approval of the final report on the Project by the Bilateral Fund, but at least until December 31, 2030.

1.6 The Project Partner agrees to the use of data about the initiative in information systems and accounting for the purposes of the administration of the EEA and Norwegian funds 2014-2021 by the granting authority.

1.7 The Project Partner is obliged to submit information which are complete and true.

1.8 The Parties agree that each shall treat as confidential all information provided by a party to the other. All confidential information shall be used solely for the purpose of fulfilling this Partnership Agreement and, except as may be required in carrying out the terms of this Partnership Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this article or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

SECTION 2: ENTRY INTO FORCE, DURATION AND TERMINATION

2.1 The Partnership Agreement enters into force upon signature of this Partnership Agreement by a duly authorized representative of both Parties and becomes effective upon its publication in a contract registry according to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Act on the Register of Contracts). The Project Promoter will ensure its publication.

2.2 The Partnership Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under this Partnership Agreement.

2.3 In the event that any provision of this Partnership Agreement is deemed invalid, the remainder of the Agreement shall remain in full force and effect.

2.4 In the event the contract between the granting authority and the Project Promoter ends for whatever reason, this Partnership Agreement also ceases.

SECTION 3: SETTLEMENT OF DISPUTES

3.1 Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules issued by the World Intellectual Property Organisation ("**WIPO**").

3.2 Mediation shall be held in Brno, Czech Republic and in English.

3.3 If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules.

3.4 Arbitration shall be held in Brno, Czech Republic and in English (unless otherwise agreed).

SECTION 4: MISCELLANEOUS

- 4.1 Any notice to be given under this Partnership Agreement shall be in writing to the addresses written above.
- 4.2 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.
- 4.3 Amendments and modifications to the text of this Partnership Agreement require a separate written agreement between the Parties.
- 4.4 This Partnership Agreement shall be construed in accordance with and governed by the laws of the Czech Republic.
- 4.5 An integral part of this Partnership Agreement is Annex No. 1 Grant Application.
- 4.6 This Partnership Agreement is signed in two copies and each Party will receive one signed Agreement.

SECTION 5: SIGNATURES

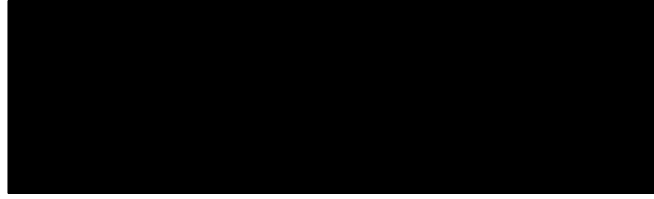
AS WITNESS:

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

Annexes:

Annex No. 1 – Grant Application

Mendel University in Brno ("Project Promoter"),



Date:

Signature:

prof. Dr. Ing. Jan Mareš

Norwegian Institute of Bioeconomy Research ("Project Partner"),



Date: *MAY 23, 2023*

Signature:

Dr. Per Stålnacke