

Contract on the Cooperation
within the Project “Socio-environmental importance of urban greenery from the point of view of the water cycle modified by global climate change - cooperation in teaching and research between MENDELU and SNAU

- 1) **Mendel University in Brno (MENDELU)**
ID No: 62156489
located in Zemědělská street 1665/1, 613 00 Brno, Czech Republic
represented by Prof. Dr. Ing. Jan Mareš, as the Rector

(hereinafter referred to as “the coordinator” or “the recipient”)

and

- 2) **Sumy National Agriculture University (SNAU)**
ID No: 04718013
located: 160, H.Kondratieva str.40021, Sumy, Ukraine
represented by Volodymyr LADYKA, rector



(hereinafter referred to as “the participant” or “the co-recipient”)

(hereinafter all the above stated parties referred to as “the contractual parties”)

1. Subject of the Contract

1.1 The subject of this agreement is the adjustment of reciprocal relationships arising among contracting parties in the cooperation on this project declared by Czech Ministry of Foreign Affairs:

The title of the project: Socio-environmental importance of urban greenery from the point of view of the water cycle modified by global climate change - cooperation in teaching and research between MENDELU and the National Agricultural University in Sumy

The registration number of the project: 7/2024/U5

The date of start of the project: March 1st, 2024

The date of the completion of the project: December 31st, 2024

(hereinafter referred to as “the project”), and of the relationships arising within the following result utilization of the project as well as of the other relationships which will arise among the contractual parties or which shall arise during the project realization.

2. Essential principles for fulfilment of contractual commitments

2.1. Each contractual party undertakes to fulfil its commitments resulting from its participation properly and on time and with appropriate accuracy. The commitments of the contractual parties resulting from the project participation (in-kind contribution) are mainly:

Mendel University in Brno

1. Project coordination
2. Provision of the excursion program of 20 students and 5 academic staff from SNAU to MENDELU including:
 - a) Training on measuring of tree growth response on selected environmental factors
 - b) Training on water streams revitalisation in urban areas
 - c) Training on public relations
 - d) Information on possibilities of governmental scholarship of the Czech Republic
 - e) Organisation of excursions to Forest School Enterprise, Open Garden of Partnership Foundation and EMS company
3. The establishment of join research

Participant:

1. Establishment of living laboratory in the Veretenivskiy park – purchase and installation of devices for measuring transpiration and radial growth of trees
2. Participation of 2 persons in selected international conference
3. Organisation of campaign on Mitigation of the impact of global climate change in the urban landscape, including questionnaire survey before and after campaign with aim of quantification of knowledge of public about environment
4. Organisation of public event "Plant a tree for the planet"
5. The establishment of join research

2.2. Each contracting party commits to inform, on the request of the project supreme authority, on project progress without any delay, as well as to supply any other information which this authority shall request.

2.3. Each contracting party commits to inform the supreme project authority of any information that has a substantial impact on the project, in particular of delays within the realization of the project commitments or any other problems encountered during the project realization and this shall be within 10 days of the discovery of such information.

2.4. In the event of a party's delay to fulfil its obligations under the project or in the event of non-performance of any other contractual obligations, the respective party shall be requested by the supreme project authority to rectify the deficiencies identified, and that within 30 days. In case of a substantial commitment breach or in case of a failure to rectify a commitment

breach within the above stated period, where rectification is not possible, the supreme project authority may decide to terminate the respective party's participation in the project, and in an event of such a vote, the respective party does not have the right to vote. The respective party can also suggest to withdraw from the project itself, the supreme project authority shall decide on this proposal. Regarding such cases, the supreme project authority shall also decide on fair adjustment of the respective party's relations to the project and to the other contracting parties.

2.5. The party is not in default in the event of force majeure which impedes adequate performance of contractual commitments. Force majeure circumstances constitute such circumstances which are beyond control of any one party has or which cannot be anyhow prevented and which have major impact on the realization of the project commitments, in particular natural disasters, wars, terrorist attacks, etc. In the event of force majeure, the affected party is obliged to notify the appropriate authority without undue delay of such force majeure, of its expected duration and the anticipated impact on time delay of the fulfilment of the project commitments. In the event of force majeure then the contracting party is obliged to take all necessary measures to minimize its impact. Where such force majeure exceeds 6 weeks the executive committee is entitled to make a decision by which it will decide on further fulfilment of the respective party's commitments (e.g. transfer of duties to another contracting party, etc.).

2.6. If the contracting party participates in the project through its subcontractor, this does not remove the party's responsibility for timely and adequate undertaking of its commitments.

2.7. The coordinator (the grant beneficiary) is entitled to withdraw from the Contract under the same conditions, in the same manner, with the same consequences, and for the same reasons for which the grant provider is entitled to withdraw from this Contract.

3. Basic rights and obligations of the contracting parties

3.1. The contracting parties undertake to carry out the following:

- to perform research activities and to achieve goals and objectives according to the project proposal
- to create project results in cooperation with the other contracting parties in order to accomplish the highest utilization and benefit of the achieved results
- to draw up interim reports regarding the project realization and achievement of results within the specified dates
- to refrain from any activities which could discredit or jeopardise the attainment of the objectives of this Contract
- to inform each other promptly of any operations relevant to the project realization

3.2. The contracting parties further undertake to carry out the following:

- to keep separate accounts for the project
- to keep analytical accounts of all accounting events relating the project
- to provide upon request of the competent project authority, the coordinator or grant provider without delay all required information/documents related the project
- to comply with all legal regulations throughout the project duration
- to manage effectively and economically the funds under the Contract (grant decision)

- to manage any profit obtained from the grant funds, albeit even partially, with due administration, mainly to prevent it from damage or loss or theft
- to provide for checks of all activities relating to the project taking place throughout the project, to provide for continuous checks of the realization of activities to which the contracting parties have bound themselves according to this Contract and to liaise with all individuals authorised to carry out such checks
- to return all grant resources including any material profit obtained with the grant resources to the coordinator and this shall be within 30 days from the date when the contracting party notifies or when it was to notify that such circumstances arose due to which the contracting party will not be able to fulfil its commitments resulting from this Contract.

3.3. The contracting parties shall start to work on the agreed part of the project within 5 days of the effective day of this Contract and to continue working on the project until the date of the termination of the project or until the termination of this Contract, if this shall happen earlier, and this shall be done in a manner resulting from this Contract in accordance with its annexes, contractual documentation and respective legal instructions.

3.4. The contracting parties are obliged to submit the supporting documents for the interim project implementation report for the given year to the coordinator no later than 15 December of the given year and to submit a statement from separate accounting no later than 10 January. Upon the completion of the project the contracting parties shall submit to the coordinator a final report on the results achieved in the project and this shall be submitted by 10 January) of the following year. All reports must contain only complete, undistorted, and truthful information. Interim reports and the final report must include a detailed statement of the management of the provided grant funds (a statement of separate accounting records). At the same time the contracting parties are obliged to return any grant funds which have not been spent by the end of the calendar year to the coordinator by 10 January) of the following year. Of this the coordinator shall be informed in advance and they shall then return the unexpended balance to the fund provider by 15 January. Should an obligation to return grant funds arise for reasons other than the grant balance settlement, the contracting party shall without delay ask the coordinator to communicate the terms and conditions for this settlement.

3.5. The contracting parties are required to permit the grant provider or persons designated by the grant provider to carry out comprehensive checks on the project results and accounts records and the utilization of the financial resources provided by the grant provider, at any point during the project and within 5 years after the end of funding of the project or a part thereof. This arrangement is without prejudice to the rights of controlling or financial authorities of the Czech Republic.

4. Liability

4.1. Each contracting party shall be individually liable to the other for misuse of information, materials, rights or other property values or for the damage caused by violating its obligations. The amount of compensation shall be limited by the amount of the party's share of the total project cost as set out in the budget.

4.2. Each contracting party shall be individually liable for any damage caused to a third party in undertaking the commitments arising out of, or in connection with, this project.

5. Competences in the project matters

5.1. The contracting parties at deciding on all matters for which a joint solution is needed throughout the project realization, shall set up a decision-making body – the Assembly.

5.2. Each contracting party is a member of this Assembly and each member has one vote.

5.3. The Assembly shall meet as necessary, at least once a year, and it is convened by the coordinator, or at least by one third of the parties. Prior to the Assembly meeting the convener is obliged to deliver to the other contracting parties an agenda and supporting documents for the Assembly meeting. The meeting may be held both in person and in skype conference, etc. Each member is required to send to the Assembly meeting one person authorized to act on behalf of that member.

5.4. The Assembly has a quorum if an absolute majority of all members is present. For decision making an absolute majority of the votes of the member's present is required. In the event of a tie, the coordinator shall have a casting vote.

5.5. A decision may also be taken by consent of the majority of all members outside the Assembly. In such a case the coordinator shall forward to all members of the Assembly a draft decision and supporting documents needed for the decision and shall set a deadline for the members to comment on the proposed decision. If a member does not respond within the prescribed period, it shall be deemed to disagree with the proposed decision.

5.6. The decision is binding upon the parties at the moment of its adoption.

5.7. The coordinator

5.7.1. The coordinator is a contracting party which undertakes to be a mediator between all contracting parties and the grant provider and which is entrusted with certain competences and obligations by this Contract.

5.7.2. The coordinator is entrusted with the following:

- project management/coordination
- communication with the grant provider
- keeping all participants informed of all needs and circumstances regarding the project
- carrying out research activities and achieving planned results according to the in-kind contribution
- creating project outcomes in the cooperation with other contracting parties in order to achieve the highest benefits and level of utilization of achieved outcomes
- continuous evaluation of project activities
- project publicity coordination
- submission of interim reports and the final reports to the grant provider
- management/coordination of application and utilization of the project results
- keeping an up-to-date list of persons delegated by the contracting parties to attend the Assembly meetings, their contact details and other related information
- delivering to the grant provider all requested documents, reports and other charters, for which all contracting parties are obliged to cooperate as necessary
- compliance with project funding obligations according to Article 6
- compliance with all other similar obligations

5.7.3. If the coordinator fails to perform their duties the Assembly may propose to the grant provider a change of the coordinator.

5.7.4. The coordinator is not a legal representative of any other contracting party unless explicitly stated otherwise in this Contract or agreed otherwise by the contracting parties.

5.7.5. The other contracting parties undertake to provide the coordinator with assistance necessary for performance of their duties, in particular in the relation to the fund provider.

6. Financial matters

6.1. The funding provided by the grant provider for the project shall be divided among the contracting parties in accordance with the project proposal, and according to the provisions set out below. The transferred special-purpose funds are not subject to value added tax.

The Coordinator will transfer to the Participant money in one instalment for below mentioned purposes:

Transportation of purchased material from Czechia to Ukraine – 12,000 CZK

Conference fee for 2 participants – 22,000 CZK

Organisation of campaign and public event – 185,000 CZK

Travel cost from Ukraine to Czechia for 25 participants of excursion and 2 conference participants – 111,510 CZK (4,130 per person for a round-trip train ticket)

In total 330,510 CZK

The Coordinator will cover:

The purchase of equipment for living laboratory – 187,500 CZK

The per diem for 20 students and 14 days – 140,000 CZK

The per diem for 5 academics and 14 days (excursion) and 2 academics for 7 days (conference) – 84,000 CZK

Accommodation of students and academics during excursion – 121,500 CZK

Interpretation to Ukrainian during excursion – 30,000 CZK

Rent a bus for excursions in CZ – 30,000 CZK

6.2. All contracting parties are entitled to use funds intended for the realization of the project only to cover necessary expenditures and only eligible expenditures and which the contracting parties incurred no earlier than the date of signature of the Contract (decision) on grant provision and no later than the date of the project termination.

6.3. Tangible and intangible assets acquired for the purpose of the project realization with public funding shall stay in the ownership of this contracting party for whose technical support in the project it was purchased. In case of damage to these assets, the contracting party is obliged to acquire these assets with their own financial resources. The owner of the assets, in particular devices and other equipment necessary for the project realization, is the party who acquired or created these in the process of the project realization. If more than one contracting party participated in the acquisition of tangible assets, these are then jointly owned by those parties and the co-ownership share of these parties is proportionate to their participation in the acquisition of these assets.

6.4. Each contracting party is solely responsible to the grant provider for the justification of project costs they incurred. No other contracting party, including the coordinator, is responsible for the justification of costs of another party.

6.5. If the actual costs of a contracting party are lower than to them allocated share of the project budget, that party shall be provided with funding only for real and fully justified costs.

6.6. If a contracting party's costs exceed the amount specified in that party's share of the project budget, then they shall be provided with grant funding only for rightly justified costs and in an amount not exceeding the respective party's share of the project budget.

6.7. In case of a premature termination of a party's participation in the project (whether voluntary or by a decision of the Assembly), the party shall return the grant funds paid out up to that time and furthermore it shall reimburse the other contracting parties for their special-purpose costs related to the continuation of the project without the participation of that party.

6.8. The coordinator is delegated authority to make payments from the grant.

In particular, the coordinator shall:

- inform the party about the date and the amount of the upcoming payment
- perform the administrative activities related the grant
- maintain grant accounting records separately from their other accounts
- ensure that no contracting party shall receive more finances than specified in the party's project budget share before the end of the project

6.9. The payment schedule containing pre-financing or interim payments to the parties, shall be governed by the following: payments of the costs stated in the budget shall be proceeded without undue delay, within 30 days as the latest. The funds received from the grant provided shall be sent to the party that incurred the costs. The coordinator is obliged to suspend the disbursement of funds if so instructed by the grant provider.

6.10. The contracting parties are not entitled to finance any of the activities carried out under this Contract from any other government budget, state funds, other EU structural funds or other EU funds, or from any other public sources.

6.11. The project shall, in accordance with the tender dossier, be financed both from public grants provided by the grant provider as stated in the Contract (decision) and from non-public funds which the contracting parties will secure. The project financing, including the allocation of the funds among the individual parties, is set out in the budget. If the project is partially financed from non-public funds provided secured by the contracting parties, the contracting parties undertake to provide funds in accordance with the set budget so as to ensure the financing of the project.

6.12. In case of unsuccessful project realization (i.e., failure to achieve results as planned) without any apparent fault on the part of either party, neither party shall demand any financial or any other compensation from any of the other contracting parties.

7. Access to input information

7.1. Each contracting party shall have the right to access the input documents in the project dossier, provided that this input information is necessary for the respective party's project work and their accomplishment of their project obligations, or if the party's work on the

project would be substantially hindered without these documents. There shall be no payable fee for the access to these documents.

7.2. The accessed documents must be used only for the purpose for which they were provided and must be returned and any copies thereof destroyed.

7.3 In case of a party's withdrawal from the project, that party is still obliged to make the input data available in the same manner as if it were still a project participant.

7.4. The resources and data (information, know-how, software, etc.) shall not become a subject of co-ownership.

8. Outcomes

8.1. An outcome (an object, study, know – how, information, etc.) is the property of a party that created it.

8.2. If an outcome has been created by more than one party, this outcome is co-owned by these parties where the parties' share corresponds to the funds invested and the work carried out. The contracting parties undertake to always determine these shares by agreement after the outcome has been created. If an agreement is not reached, the Assembly shall make a decision on the proportion of participation upon the request of the party concerned. The co-owners of the outcome undertake to agree on the method of protecting the outcome as well as on other matters resulting from the co-ownership, in particular on a possibility of publishing the outcomes of the project. In the event of a failure to agree on the publication of the outcome, the consent of the owners of the majority of the co-ownership shares of the outcome is required for the publication of this outcome.

8.3. The contracting parties undertake to adopt a special contract containing the specifications for dealing with the project outcomes. This contract shall primarily specify the utilization of the project outcomes, the method of their legal protection and the protocol for selling the project outcomes to third parties and, where appropriate, the manner of proceeds distribution.

8.4. The contracting parties are entitled to use the project outcomes for their own needs (in particular for research and teaching purposes) but only in such a manner that does not interfere with the legitimate interests of another contracting party.

8.5. The publication of the project outcomes shall be carried out in compliance with the project proposal. The contracting parties undertake not to publish the results of their project activities in a way that could interfere with the legitimate interests of another contracting party, in particular, not to disclose any confidential information. The contracting parties shall provide each other in advance with copies of all publications, presentations, etc., which contain project-related information.

8.6. In case of the outcomes of the project activities being eligible for the industry-legislation protection (in particular pursuant to Act No. 527/1990 Coll., on Inventions and Rationalization Proposals, or pursuant to Act No. 478/1992 Coll., on Utility Models), the contracting parties bind themselves not to publish these outcomes before filing a patent application.

8.7. A contracting party is entitled to transfer a project outcome into the ownership of another party (or to grant an exclusive licence) only if such transfer (exclusive licence grant) has been agreed on in advance in writing by all other contracting parties. No higher education institutions may transfer their ownership rights (and the exercise of intellectual property right) to third parties.

8.8. The contracting parties undertake to provide the coordinator with all data and assistance necessary for the project outcomes publication in the Research, Experimental Development and Innovation System - RIV - Results Information Index.

9. Confidentiality

9.1. The contracting party undertake to maintain confidentiality on any facts known or learnt in connection with the project, in particularly on such facts that may be considered confidential, information not publicly known and confidential information and any input and information contained therein.

9.2. Information acquired by accessing the input information of another party, or information not publically known shall be considered confidential.

9.3. The contracting parties shall exercise particular care regarding information obtained through the access to the input information of another party, and information expressly designated as confidential. When a party finishes using such information, or terminates their participation in the project, or upon a request of the party providing this information, that party is obliged to return all such information if stored on a physical medium and destroy and erase all traces of information in all copies.

9.4. The contracting parties commit themselves in particular to:

- to maintain confidentiality on all the above information
- never to disclose any of this information without a prior explicit consent in writing given by the party providing this information
- to inform each other in the case of unauthorized publication of the confidential information
- to ensure confidentiality for all persons who shall come into contact with this information

9.5. If a party breaches any of the obligations set out in this article, it shall compensate the other contracting party for damages.

10. Communication

10.1. All communication under this contract shall be via registered mail or e-mail in order to enable a verification of message delivery among the contracting parties upon request. The parties are obliged to report promptly any changes in contact addresses to the coordinator.

11. Contract duration

11.1. This Contract is concluded for a fixed period and shall remain in effect until the project and its final accounting are completed.

12. Final provisions

12.1. Legal relations not governed by this Contract shall be governed by Czech legislation, in particular by Act No. 130/2002 Coll., on the Support of Research, Experimental Development and Innovations.

12.2. This Contract may only be amended or supplemented by written and numbered amendments.

12.3. This Contract comes into effect upon at signature by all contracting parties. This Contract comes into effect on the date of its publication in the Register of Contracts pursuant to 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), as amended. The contracting parties agree with the Contract publication in the Register of Contracts pursuant to the legislation stated above.

12.4. This Contract is executed in duplicate with each of the contracting parties receiving one copy.

12.5. All disputes arising under the resulting legal relations, as well as the entire project, which cannot be settled by mutual agreement, shall be resolved in civil court proceedings at a court with relevant jurisdiction to Mendel University in Brno.

12.6. Upon reading this Contract the contracting parties declare that they agree with its content, that the Contract has been written up in a definite, comprehensive manner, and that of their own free will, choice and without any pressure from any other contracting party. In witness of thereof the contracting parties endorse the Contract with their signatures.

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