

## PARTNERSHIP AGREEMENT

### I. Signing parties

**College of Regional Development and Banking Institute - AMBIS, a. s.** with the head office in Lindnerova 575/1 180 00 Praha 8 – Libeň (CZ), legally represented by CEO Radek Stavinoha, Tel +420 608 521 541, E-mail: [radek.stavinoha@ambis.cz](mailto:radek.stavinoha@ambis.cz), and Rector Martina Mannová, Tel +420 602 262 178, E-mail: [martina.mannova@ambis.cz](mailto:martina.mannova@ambis.cz) referred to as **Partner 1**

and

**Zenon s.r.l.**, with the head office in Via Tommaso Gulli 36, 20147 Milan (Italy), , E-mail, [info@zenonsrl.it](mailto:info@zenonsrl.it) represented by the Sole Administrator Daniele Liberanome Tel +39 334 6571716, E-mail: [daniele.liberanome@zenonsrl.it](mailto:daniele.liberanome@zenonsrl.it), referred to as **Partner 2**,

**Each individual named “party” and together “parties”,  
Take into consideration:**

- (1) *that, by executing this partnership agreement, the objectives of the signing parties are to contribute at the development of joint projects and to harness the research, development and innovation potential within the two institutions;*
- (2) *supporting the ambition towards excellence in research by international activities and increase visibility by establishing partnerships in strategic fields;*
- (3) *creating a challenging environment for fundamental and applied research;*
- (4) *supporting smart specialization by concentrating resources in research and innovation areas with economic and potentially proven relevance through relevant partnerships and results with visibility and applicability;*
- (5) *targeting research, development and innovation activities according to society’s needs to address global challenges of national and international relevance;*
- (6) *developing the human resource involved in order to transform research, development and innovation into a factor of scientific progress and growth;*
- (7) *developing efficient research units by concentrating resources and prioritizing their allocation, encourage partnerships and multidisciplinary approaches, assess the fundamental and applicative impact to facilitate innovation;*
- (8) *that this partnership represents the true and unintended will of the signing parties to contract;*

**that the present agreement has been signed with the following clauses:**

### II. Partnership objectives

**Art. 2.1.** The purpose of this agreement is interinstitutional collaboration based on active partnership between the signing parties. In order to ensure the collaboration framework between parties with the purpose of establishing and developing a relevant, strategic, collaborative research-development-innovation materialised through promoting and increase of the research-development-innovation results visibility, information technology service and technology transfer, research-development-innovation services, organising workshops, conferences and other major events, promoting and cultivating the innovations and the results of the RDI within the socio-economic environment.

**Art. 2.2.** The partners will cooperate on facilitating the implementation of the research, development and innovation results in the social-economic environment and in the entire society in order to create a stimulating environment for the private sector’s initiative, through

instruments for entrepreneurship and harness the RDI results, as well as by supporting partnerships between public and private operators, supporting smart specialization, by concentrating the resources in research and innovation fields with economic relevance and with potential demonstrated RD, through “public-public” partnerships which will lead to concentration, efficiency and effectiveness and “public-private”.

**Art. 2.3.** The partners will supervise the public RDI sector development capacity to demand and adopt the research’s results and to answer certain subjects related to the global challenges important for the Czech Republic, support the ambition towards excellence in research at the frontier of knowledge through the internationalization of Czech research, international evaluation, increase the attractiveness of the Czech RDI system through mobilities and partnerships, as well as promoting and cultivating the RDI know-how.

**Art. 2.4.** For the fulfillment of the proposed objectives, any other obligations of the parties may be established with addendums to this partnership agreement.

### **III. Duration of legal effects**

**Art. 3.1.** The Agreement is concluded for an indefinite period. The Agreement may be terminated by either party for the reasons set out in Art. 9.1.

### **IV. Partners rights and responsibilities**

**Art. 4.1.** During the execution of the present agreement the partners will faithfully execute the responsibilities generated by the agreement, will ensure legal, administrative and logistic support necessary to execute the partnership, will mutually promote their image and actions within activities, will organise joint activities in the fields that they represent, without affecting directly or indirectly the image of the other party or without damaging the programmes and actions which will be jointly developed, as well as the programmes or actions carried out by the two parties.

### **V. Intellectual property and result dissemination rights**

**Art. 5.1.** Regarding the industrial and intellectual property, the exploitation and dissemination of the results specific to the partnership agreement, the legal provisions in force will be respected.

### **VI. Confidentiality**

**Art. 6.1.** The signing parties of the agreement will agree to keep confidential the information received within and during the project’s implementation and will agree to prevent any unauthorized use or disclosure of such information. The parties understand that they have to use the confidential information only for the purpose of fulfilling their obligations under this Partnership Agreement.

### **VII. Protection of personal data**

**Art. 7.1.** Under this Agreement, each Party undertakes to process personal data collected during the Agreement strictly for the purpose set forth and it is forbidden to use such data by any of the Parties for any other purposes than those set by this Agreement.

**Art. 7.2.** Hereinafter, the Parties undertake:

a) To process faithfully the personal data disclosed to him by the other Party (“**Personal Data**”), to respect the rights of whose data are processed and to comply with all the legal data protection and security means according to the Czech law;

b) To apply adequate technical and organizational measures to protect the personal data against illegal or accidental destruction, loss, modifications, disclosure or unauthorized access as well as against any other form of illegal processing.

**Art. 7.3.** Each person who is involved in executing the activities within this Agreement will have access only to the personal data required for properly fulfilling the tasks of this Agreement.

**Art. 7.4.** The parties agree to modify / update, in an additional document the “Protection of personal data” paragraph in order to make any changes necessary to meet the requirements of the (EU) Regulation 2016/679 of the European Parliament and of the Council of April, 27<sup>th</sup> 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), to the extent of its incidence.

### **VIII. Applied law and jurisdiction**

**Art. 8.1.** The present Agreement will be under and interpreted according to the Czech Law.

### **IX. Partnership agreement termination**

**Art. 9.1.** Causes for terminating the partnership agreement:

- a. Mutual consent to terminate the contract;
- b. Without cause by any Party with two months' notice;
- c. Force majeure, if invoked.

### **X. Litigation and jurisdiction**

**Art. 10.1.** Disputes arising in connection with the ending, execution, modification and termination or other claims arose from this partnership agreement will be subject to a prior amiable settlement procedure.

**Art. 10.2.** If, within 10 days from the beginning of these unofficial procedures, the parties fail to amicably settle a contractual divergence, each may address the competent courts.

**Art. 10.3.** All disputes arising under this Agreement shall be finally decided by competent courts of the Czech Republic.

### **XI. Final provisions**

**Art. 11.1.** The collaboration between the parties will take place according to their own organizational and operational rules by respecting the specific jurisdiction and attributions, as well as those within the present agreement.

The operative coordination of the Agreement will be ensured:

- on behalf of **Partner 1:** Radek Stavinoha
- on behalf of **Partner 2:** Daniele Liberanome

**Art. 11.2.** The parties declare and guarantee:

- that this Agreement fully and genuinely reflects the Parties will and that there are no other elements that should be negotiated for its valid conclusion. All the clauses in this Agreement are accepted by the partners, regarding their form and their content. This Agreement substitutes any other arrangements, engagements, agreements, pre-contractual documents of the Parties relation to the subject matter and to the content of this Agreement established between the Parties prior to the signature date of this Agreement, regardless of their nature and/or form (written, oral, or any other material form).
- that they acknowledge the actual circumstances of the conclusion and execution of this Agreement, that they fully understand all the provisions of this Agreement and that they assume the risk for errors, that the benefits under this Agreement are equivalent and

equitable, the parties being equal, that they are informed regarding the law which is applied to this Agreement and have access to its updates/modifications, the Parties consent, given for the conclusion and execution of this Agreement, being valid and untainted.

**Art. 11.2.** The Parties and the persons representing them shall declare that they have the legal capacity, power and authority to sign this Agreement within the law in force.

The Partnership Agreement contains 4 (four) pages and it has been concluded today ....., in 2 (two) original copies written in English and each party receiving one copy.

**PARTNER 1**

**College of Regional Development and  
Banking Institute – Ambis, a .s.**

CEO Radek Stavinoha



Rector Martina Mannová



**PARTNER 2**

**Zenon s.r.l.**

Sole Admimistrator  
Daniele Liberanome

