

AGREEMENT ON COOPERATION

concluded according to 269 art. 2 of the Commercial Code No. 513/1991 Coll. as amended

**ARTICLE I.
COMMERCIAL PARTIES**

- 1.1 Full name:
 Seat:
 Legal representative:
 ID:
 VAT:
 Legal form:
 Hereinafter as „...“
- 1.2 Business name of the institution: FY
 Seat:
 Legal representative:
 ID:
 VAT:
 IBAN:
 Legal form:
 Hereinafter as „...“

PREAMBLE

Contractual parties have interest based on their partnership and respecting the mutual benefits, to coordinated and based on interregional cooperation to positively affect the increase of the intellectual level of regions, to help with creation of new job opportunities with higher added value and to bring up the synergy effect in receiving the financial sources from subsidies and funds dedicated to support the science, research and development at the national as well as international level.

**ARTICLE II.
SUBJECT OF THE AGREEMENT**

- 2.1 The subject of the agreement is the mutual cooperation in the field of education, research and science, engineering assistance and in the field of proposing the research and scientific as well as development projects.
- 2.2 **University** is public institution of university type with 6 faculties, pedagogical, research and IT workplaces, establishes in accordance with the Act No. 131/2002 Coll., as public institution. Its aim is to educate and raise up the professionals in the field of agriculture, economics, management, technics, landscape engineering, rural development, European studies, biotechnologies and food sector.
- 2.3 **University**, within the cooperation agreed by this contract will:
 (responsibilities of the university)
- 2.4 **The company** is (description of the company). Its activities are performed in the field of
- 2.5 **The company** within the cooperation agreed by this contract will:
 (responsibilities of the company)

**ARTICLE III.
PERFORMANCE OF THE CONTRACT**

- 3.1 The cooperation of the contractual parties will be based on the principle of the performance via business agreements, orders and contracts concluded on certain solutions in accordance with existing legal regulations.

- 3.2 The fulfillment of the contracts and orders will be mutually realized based on the business-technical assignments and written order, confirmed by both legal representatives after the previous consultations.
- 3.3 In case the contract or order will have a character of solving task, this will be issues into the concrete contract, which will be mutually considered by both contractual parties, while the responsible research will be appointed on both sides. The commonly submitted applications and projects for subsidies and non-refundable financial funds will be submitted on the principle of mutual support of realizing capacities at the research and scientific market.

**ARTICLE IV.
INVOICING**

- 4.1 The contractual parties agree, that the invoice will be issued for these activities only, which are based on concluded business contract in accordance with existing legal regulations, mainly Business code and their internal regulations.
- 4.2 The conditions of invoicing shall be agreed before issuing the invoice and shall be included in the relevant business contract.
- 4.3 The deadlines for paying the invoice shall be previously mutually agreed with legal representatives and responsible researcher and shall be a part of the relevant business contract.

**ARTICLE V.
DISCLOSURE OF INFORMATION AND SECRETS**

- 5.1 In case the representatives of both parties provide information which are confidential, the party which received such information is not obliged to disclose such information to third party and to use such information in contrary with its original purpose for own needs regardless that there comes to conclusion of contract, order, agreement or not.
- 5.2 The contractual parties commit not to present and not to use any results of the common research or development without previous consent of the other party.
- 5.3 The company is aware of the fact that the university as public institution, in accordance with Act No 211/2000 Coll. on free access to information as amended, is liable person and such liable person shall disclose the contracts which are mandatory for disclosure into the Central Register of Contracts.

**ARTICLE VI.
COMMON PROVISIONS**

- 6.1 This contract is concluded for undefined duration.
- 6.2 This contract becomes valid on the day of its signing by both contractual parties. This also applies for business contracts which are to be amendments of this Agreement on cooperation. This Agreement is a subject to its disclosure in Central Register of Contracts in accordance with the Act No. 211/2000 Coll. on free access to information, as amended. This agreement comes into force on the day following the day of its disclosure in Central Register of Contracts. Disclosure of the Agreement will be ensured by the university and the company agrees with such disclosure.
- 6.3 The termination of this Agreement is possible by mutual written consent of both parties or by termination of one party with 2-months' notice starting on the first day of the month following the month in which the termination was delivered to the other party. The reason of termination of the contract does not need to be stated. Termination of the contract by any partner is possible after fulfillment of all the written binding responsibilities.
- 6.4 When dealing with contractual responsibilities, the contractual parties help each other, for example by renting the necessary devices, or other in written agreed devices, necessary for solving the stated research problem.
- 6.5 The rights and responsibilities, which are not subject to this Agreement, these are a subject to Business Code No. 513/1991 Coll. as amended and provisions of other generally binding legal regulations valid in Slovak Republic.
- 6.6 Any changes, agreements and amendments to this Amendment shall be in written amendment to this Agreement and shall be signed by legal representatives of both contractual parties.
- 6.7 This Agreement if issues in four originals, 2 for each contractual party.

In, on
For university:

In, on
For company: