INSTITUTIONAL GOVERNANCE DOCUMENT

FRAMEWORK FOR THE ESTABLISHMENT AND OPERATION OF INTERNAL LABORATORIES

Legal, Organizational, Financial, Contractual, Intellectual-Property, and Project Governance Basis

New Euro Vision: exhibitions, marketing, research s.r.o.

Company Registration Number (IČO): 19260440

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Document type	General Corporate Framework for Internal Laboratories
Legal issuer	New Euro Vision: exhibitions, marketing, research s.r.o.
Scope	All present and future internal Laboratories established by the Company
Current Laboratories	Laboratory of Information Systems; Laboratory of Military Ecotones
Legal status of Laboratories	Internal organizational and research units without separate legal personality

1. Purpose and Status of the Framework

This Framework establishes the common legal and organizational basis for internal Laboratories created and operated by New Euro Vision: exhibitions, marketing, research s.r.o. (the “Company”). It is intended to provide a stable corporate structure within which research, information-system, analytical, publishing, technical, environmental, and other project-based activities may be organized without creating a separate legal entity for each field of work.

The Framework applies to the Laboratory of Information Systems and the Laboratory of Military Ecotones and, unless a later corporate act provides otherwise, to any additional Laboratory established by the Company.

The Framework is deliberately general. It governs the permanent institutional layer. Individual projects may adopt additional project-specific rules, budgets, technical specifications, confidentiality requirements, data-protection measures, publication plans, and contractual terms, provided that they do not contradict this Framework or mandatory law.

This document is an internal corporate governance instrument and an institutional publication. It does not itself replace employment agreements, contractor agreements, grant agreements, data-processing agreements, licence agreements, project authorizations, bank mandates, or other binding instruments required for a particular activity.

2. Legal Position of a Laboratory

2.1 Internal organizational unit

A Laboratory is a permanent internal organizational and research unit of the Company. It has no legal personality separate from the Company and does not constitute a subsidiary company, association, foundation, branch, partnership, or other independent legal person merely by reason of its name, activities, publications, projects, budget, personnel, or internal administration.

All legal acts attributable to a Laboratory are legally acts of the Company when performed by a person authorized to act for the Company or within valid delegated authority.

2.2 No separate assets or liabilities

A Laboratory does not independently own money, equipment, intellectual property, contractual claims, debts, bank accounts, domains, databases, publications, or other assets. Such assets and liabilities belong to or are administered by the Company unless a third-party right or separate contract provides otherwise.

2.3 Institutional identity

A Laboratory may use its own institutional name, visual identity, webpage, publication affiliation, project identifiers, internal documentation, and public description. Such identity is organizational and reputational; it does not imply separate legal personality.

Recommended external formulation: “Laboratory of [Name], an internal organizational and research unit of New Euro Vision: exhibitions, marketing, research s.r.o., Czech Republic.”

3. Establishment, Naming, Modification, and Dissolution

A Laboratory is established, renamed, materially reorganized, suspended, or dissolved by a documented decision of the Company's authorized management.

The establishment decision should state at minimum:

- the official name of the Laboratory;
- its principal field or fields of activity;
- the responsible Head of Laboratory or interim responsible person;
- its reporting line within the Company;
- the effective date;
- any initial budget, project, asset, domain, or administrative allocation.

Dissolution of a Laboratory does not dissolve its projects automatically unless the Company so decides. The Company remains responsible for outstanding contracts, records, payments, intellectual-property rights, data obligations, publications, and archival continuity.

4. Scope of Activities

A Laboratory may undertake activities that fall within the lawful business, research, publishing, technical, analytical, or organizational activities of the Company and within the subject matter assigned to the Laboratory.

Activities may include, without limitation:

- research and analytical projects;
- development and operation of information systems, databases, archives, repositories, and digital research infrastructure;
- environmental, geographic, historical, technical, and interdisciplinary studies;
- data collection, data processing, mapping, modelling, classification, and monitoring;
- preparation of methodologies, specifications, standards, protocols, and governance documents;
- scientific, technical, institutional, educational, and public-interest publications;
- conferences, workshops, consultations, and international research cooperation;
- commissioned work for external partners;
- preparation and execution of grant-funded, privately funded, or internally funded projects.

5. Laboratory Governance

5.1 Head of Laboratory

Each Laboratory shall have a Head of Laboratory, Laboratory Director, or another responsible person designated by the Company. The title is organizational and does not itself confer statutory authority to bind the Company.

Unless otherwise delegated in writing, the Head of Laboratory may:

- develop and propose projects;
- form and coordinate project teams;

- recommend contractors, researchers, consultants, and suppliers;
- prepare budgets and monitor project expenditure;
- coordinate technical and scientific work;
- accept or recommend acceptance of project deliverables;
- coordinate institutional publications and project reporting;
- maintain the Laboratory’s project register and institutional records.

The authority to sign contracts, create financial obligations, dispose of Company assets, operate bank accounts, hire employees, grant licences, or make regulated corporate filings remains with the persons authorized by the Company unless separately delegated.

5.2 Multiple simultaneous projects

A Laboratory may conduct multiple projects simultaneously. Projects within the same Laboratory may differ completely in subject matter, geographic focus, duration, financing, technology, data, collaborators, and team composition.

The existence of one project creates no presumption that its participants are members of another project or have access to another project’s data, budget, confidential information, or intellectual property.

6. Project Structure

6.1 Project as the operational unit

The project is the principal temporary operational unit within a Laboratory. Each project should be assigned a unique internal project identifier and should have a documented Project Authorization or equivalent record.

6.2 Minimum project record

- project title and identifier;
- responsible Laboratory;
- project objective and scope;
- project manager or responsible coordinator;
- planned start and completion dates or an open-ended status where justified;
- funding source or sources;
- approved budget or budget mechanism;
- project accounting code or cost centre;
- principal deliverables;
- expected data, publications, software, databases, designs, methodologies, or other outputs;
- applicable intellectual-property and confidentiality model;
- applicable data-protection or research-ethics requirements;
- project closure and acceptance procedure.

6.3 Project independence

Projects may share infrastructure or administrative services, but each project shall remain separately identifiable for contractual, accounting, intellectual-property, data-governance, and reporting purposes.

7. Project Teams and Participation

7.1 Project-based composition

Laboratories are not required to maintain a permanent research staff. Personnel composition may be project-based and may include Company employees, individual contractors, self-employed specialists, consultants, researchers, technical experts, institutional partners, interns, and invited collaborators.

7.2 International participation

Project teams may include participants from any country, subject to applicable rules concerning contracts, tax, sanctions, export controls, payments, immigration where relevant, data protection, confidentiality, professional regulation, and other mandatory legal requirements.

7.3 No automatic continuing engagement

Participation is project-specific unless expressly agreed otherwise. Completion of an assignment, acceptance of agreed deliverables, and settlement of the agreed remuneration do not create a right to continued engagement in the Laboratory or to participation in a future project.

A person may be re-engaged for a later project under a new or extended agreement.

8. Contracts and Project-Specific Engagement

8.1 Contracting party

Contracts with project participants, contractors, consultants, suppliers, and partner institutions are concluded by the Company, not by the Laboratory in its own name.

The contract should identify the responsible Laboratory and project for operational clarity.

8.2 Minimum contractual elements

- identity of the contracting parties;
- project and Laboratory designation;
- scope of work and expected deliverables;
- timeline and acceptance criteria;
- remuneration, currency, invoicing, tax responsibility, and payment conditions;
- confidentiality and permitted disclosure;
- data-protection obligations where applicable;
- intellectual-property and licence provisions;
- rules for use of Company systems, data, equipment, and third-party materials;
- publication and attribution rules where relevant;
- termination, handover, and post-completion obligations.

8.3 Acceptance and settlement

Project payments should be linked to the agreed contractual model: time, milestones, deliverables, fixed fee, retainer, or another lawful basis. Where payment depends on deliverable acceptance, the responsible project person shall document acceptance or identify deficiencies.

Completion of contractual work should be followed by financial settlement and confirmation of any continuing obligations, including confidentiality, intellectual-property, data retention, or correction duties.

9. Financial Organization and Project Accounting

9.1 Company as accounting entity

The Company remains the accounting entity for all Laboratory and project activities. Internal separation of projects does not create a separate accounting entity or separate ownership of project funds.

9.2 Separate financial identification

Each Laboratory and each project may be assigned one or more financial tracking mechanisms, including:

- a dedicated internal project code;
- a cost centre or analytical accounting code;
- a separate project ledger or management-accounting report;
- a dedicated budget;
- a bank account or bank sub-account held in the name of the Company and administratively assigned to a Laboratory or project;
- separate payment references, virtual accounts, cards, or treasury controls where supported by the bank and approved by the Company.

A bank account or sub-account designated for a Laboratory or project remains legally an account of the Company unless the bank and applicable law establish another holder. Internal designation does not create independent ownership of the funds by the Laboratory.

9.3 Non-mixing as a management principle

Where feasible and proportionate, project income and expenditure should be separately traceable. Funds received for a specific project should be identifiable against the corresponding project budget, contracts, invoices, and outputs.

Shared corporate overhead may be allocated to projects according to a documented internal methodology.

9.4 Financial closure

Upon project completion, the Company should prepare or approve a project financial closure statement showing, as applicable, income received, expenditure incurred, unpaid liabilities, remaining committed funds, recoverable amounts, tax/accounting adjustments, and the treatment of any remaining balance.

10. Assets, Infrastructure, and Company Ownership

Equipment, software licences, domains, hosting accounts, databases, storage environments, devices, subscriptions, laboratory equipment, research tools, and other assets purchased or licensed by the Company for a Laboratory or project remain Company assets unless a contract expressly provides otherwise.

Project-specific allocation of an asset does not transfer ownership to the Laboratory, project manager, or project team.

At project closure, reusable assets may be reassigned by the Company to another project or Laboratory, retained centrally, licensed, sold, archived, or disposed of in accordance with law and Company policy.

11. Intellectual Property, Copyright, and Project Results

11.1 General principle

The Company shall secure sufficient rights in project outputs to permit the intended research, operational, publication, licensing, preservation, and commercial uses. The legal mechanism depends on the type of output, the status of the creator, applicable law, and the project contract.

The Laboratory itself does not own intellectual property independently of the Company.

11.2 Authorship and economic rights

Where Czech copyright law applies, authorship belongs to a natural person who creates a protected work. A legal person may exercise economic rights on the basis of law, including the regime applicable to employee works, or on the basis of a licence or other valid contractual arrangement. Institutional attribution of a Laboratory does not replace the legal authorship of individual creators where authorship exists.

11.3 Employees

For works created by employees in performance of their employment duties, the Company shall exercise or acquire the economic rights available to the employer under applicable law and the relevant employment arrangements.

11.4 Contractors and commissioned work

For contractors, consultants, researchers, and other non-employees, the project agreement must expressly address the rights required by the Company. The mere fact that the Company paid for a commissioned work shall not be treated as sufficient for uses beyond the purpose permitted by law or contract.

Where appropriate, the agreement shall provide an exclusive or non-exclusive licence, right of modification, reproduction, distribution, communication, sublicensing, database use, software exploitation, translation, publication, commercial use, archival preservation, and other rights necessary for the project.

11.5 Background intellectual property

Intellectual property, know-how, software, methodologies, datasets, templates, models, tools, or other materials demonstrably created or owned before participation in a project (“Background IP”) remain with their existing rights holder unless expressly transferred.

If Background IP is necessary to use a project deliverable, the project contract should grant the Company the licence necessary to use that deliverable for its intended purposes.

11.6 Project intellectual property

Copyrightable works, databases, software, designs, documentation, research materials, data structures, technical outputs, and other protectable results created specifically under a project ("Project IP") shall be owned, exercised, assigned, or licensed in accordance with the project contract and applicable law, with the objective of securing the Company's ability to use, preserve, publish, develop, licence, and where authorized commercialize the project results.

11.7 Moral rights and attribution

Nothing in this Framework shall be interpreted as eliminating non-transferable moral rights where applicable. Publication and reuse should preserve legally required authorship attribution and should not falsely attribute modified or derivative material to an original author.

11.8 Institutional works and publications

Governance documents, project frameworks, institutional reports, catalogues, specifications, and other outputs may be published under institutional authorship or attribution to a Laboratory where appropriate. Where named individuals meet the applicable authorship standard, they should be identified separately as authors or contributors.

Copyright notices may identify the Company as the entity entitled to exercise or license relevant economic rights where that is legally and contractually accurate.

12. Data, Research Materials, Confidentiality, and Records

12.1 Company control of project records

Project contracts, budgets, correspondence, acceptance records, financial documents, technical documentation, research administration, and institutional records created for the Company shall be retained under Company control in accordance with applicable legal and internal retention rules.

12.2 Research and personal data

Projects involving personal data, health data, human participants, confidential third-party information, controlled datasets, or cross-border transfers shall adopt project-specific data-protection and access rules before such processing begins.

12.3 Confidentiality

Confidential information received from partners, participants, funders, contractors, research subjects, or third parties shall be used only within the permitted project purpose and access structure.

12.4 Segregation between projects

Participants in one project do not receive access to another project's confidential data or restricted systems merely because both projects belong to the same Laboratory.

13. Publications, Institutional Authorship, and Attribution

13.1 Publication categories

Outputs may include scientific articles, institutional reports, project reports, governance documents, technical specifications, datasets, repositories, software, conference materials, books, annual reports, working papers, and other forms appropriate to the project.

13.2 Institutional attribution

A Laboratory may appear as the institutional authoring or responsible organizational unit for documents whose nature supports institutional authorship.

Recommended format:

Laboratory of Information Systems
New Euro Vision: exhibitions, marketing, research s.r.o.
Czech Republic

13.3 Individual authors and contributors

Where a publication is the intellectual work of identifiable individuals, those individuals should be credited according to the applicable publication and authorship standard. Other substantial project roles may be recorded through a contributor statement.

Possible contributor roles include research design, data collection, GIS analysis, programming, statistics, field work, laboratory analysis, translation, legal analysis, editorial preparation, project administration, and visualization.

13.4 Approval to publish

No participant may publish confidential project information, unpublished Company data, restricted third-party material, or another participant’s protected output merely because the participant worked on the project. Publication rights and approvals shall follow the relevant project contract, journal rules, funder rules, and applicable law.

14. Project Completion, Handover, and Closure

14.1 Closure principle

A project should be formally closed when its principal contracted work has been completed or terminated and its material obligations have been identified.

14.2 Project Closure Record

For material projects, the Laboratory should prepare a Project Closure Record containing, where applicable:

- project name and identifier;
- start and closure dates;
- responsible Laboratory and project manager;
- principal participants and contracting entities;
- deliverables completed, accepted, rejected, or outstanding;

- final financial position and payment status;
- remaining contractual obligations;
- intellectual-property status and licences obtained;
- location and status of datasets, source files, records, software, and archival materials;
- publications completed, pending, or planned;
- confidentiality, data-retention, and access obligations continuing after closure;
- final project status: CLOSED, CLOSED WITH CONTINUING OBLIGATIONS, TERMINATED, or TRANSFERRED.

14.3 Team dissolution

Closure of a project normally ends the project team as an operational unit. This does not terminate obligations that expressly survive completion, including confidentiality, intellectual-property licences, correction duties, archival preservation, data restrictions, or legal claims.

15. Partnerships, External Funding, and Grants

A Laboratory may participate in projects funded by the Company, clients, institutional partners, grants, donations, sponsorship, publication revenue, research contracts, or other lawful sources.

Where a funder or partner imposes project-specific conditions, those conditions shall be reviewed and incorporated into the relevant project authorization and contract structure. A Laboratory may not accept obligations that legally bind the Company without authorization.

Separate project accounting, bank sub-accounts, dedicated budgets, or reporting structures may be established where required by a funder or useful for financial transparency.

16. Risk, Compliance, and Reserved Decisions

The Framework does not attempt to predetermine every jurisdiction-specific rule. Before a project begins an activity that creates a material legal or regulatory issue, the Company shall document the necessary project-specific decision.

Reserved matters may include:

- tax treatment of an international contractor or payment;
- sanctions or export-control screening;
- employment-status risk;
- processing of health or other special-category data;
- research ethics or consent requirements;
- international data transfers;
- use of protected military, governmental, medical, or commercial information;
- ownership or licensing of pre-existing third-party intellectual property;
- grant restrictions or funder rights;
- public release of sensitive findings;
- high-value procurement or long-term financial commitments.

17. Records, Auditability, and Corporate Oversight

The Company shall maintain sufficient records to reconstruct the principal legal, financial, contractual, and ownership history of material projects.

The project register should permit the Company to identify at minimum the responsible Laboratory, project status, project manager, budget code, contracts, financial position, deliverables, IP status, data location, publications, and closure status.

The Company may audit a Laboratory or project and may require corrective measures, suspension of expenditure, restriction of access, reassignment of management, or closure where necessary.

18. Continuity and Transfer Between Laboratories

A project may be transferred between Laboratories or moved to direct Company management where its subject matter, risk, funding, or organizational needs change.

Such transfer does not require termination of valid contracts unless the contract itself requires amendment. Internal records shall identify the date and reason for transfer and preserve financial, contractual, data, and intellectual-property continuity.

The dissolution, renaming, or restructuring of a Laboratory does not extinguish Company rights or obligations connected with its projects.

19. Hierarchy of Documents

The following hierarchy applies unless mandatory law or a binding external agreement requires otherwise:

- 1. Mandatory law and binding decisions of competent authorities.
- 2. Company constitutional documents and valid corporate authorizations.
- 3. This Framework for Internal Laboratories.
- 4. Individual Laboratory Charters.
- 5. Project Authorizations and project-specific governance documents.
- 6. Contracts, licences, data-processing agreements, grant agreements, and partner agreements.
- 7. Internal procedures, technical specifications, budgets, project plans, and work instructions.

A lower-level internal document may add detail but may not silently contradict a higher-level applicable rule.

20. Initial Application

Upon adoption of this Framework, the Company recognizes the following internal organizational and research units:

Laboratory	Status	Initial purpose
Laboratory of Information Systems	Permanent internal organizational and research unit	Information systems, digital archives, research data structures, repositories, analytical and related projects.
Laboratory of Military Ecotones	Permanent internal organizational and research unit	Research and analysis of war-transformed environmental systems, military ecotones, long-term environmental consequences, and related projects.

21. Required Subsidiary Documents

The following subsidiary documents should be prepared to operationalize this Framework:

- Charter of the Laboratory of Information Systems;
- Charter of the Laboratory of Military Ecotones;
- Model Project Authorization;
- Model Contractor / Researcher Agreement clauses for intellectual property, confidentiality, deliverables, and publication;
- Project Financial Coding and Cost-Centre Procedure;
- Project Closure Record template;
- Project Register structure;
- rules for delegated signature and financial authority where required.

22. Institutional Publication and Version Control

This Framework may be published as a non-scientific institutional governance document connected with the Company's research and publishing activities. Publication may include a DOI and persistent bibliographic metadata.

Version 1.0 establishes the common basis for all Laboratories. Amendments shall be recorded through version control. Material changes to legal status, intellectual-property allocation, financial authority, or project-governance principles should be issued as a new major version.

Individual Laboratory Charters should cite this Framework and should not reproduce its full content unnecessarily.

23. Adoption and Approval

This Framework enters into internal effect on the date approved by an authorized representative of the Company.

Issued by:

New Euro Vision: exhibitions, marketing, research s.r.o.

Company Registration Number (IČO): 19260440

Lidická 700/19, 602 00 Brno, Czech Republic

Approved by: *Dmitry Nikolaenko*

Position / authority: The Director

Date: *11.09.2026*

Appendix A. Core Legal Reference Basis

- Act No. 563/1991 Coll., on Accounting, as amended: the Czech legal entity remains the accounting entity; Laboratory and project separation is internal management and analytical accounting.
- Act No. 121/2000 Coll., Copyright Act, as amended, including employee works, collective works, and works created to order.
- Act No. 89/2012 Coll., Civil Code, as amended, including contractual and licence arrangements.
- Applicable tax, employment, data-protection, sanctions, export-control, grant, banking, and sector-specific rules according to the nature of each project.

This Framework states an organizational baseline. Project-specific legal review remains necessary where the facts, jurisdiction, funding source, data, or contractual structure create additional requirements.