

**PARTNERSHIP AGREEMENT**  
**AMENDMENT N°1**

On the cooperation of a central EU Melon database

BETWEEN:

- |  |   |
|--|---|
| <i>(i) Naktuinbouw</i><br><i>(hereinafter referred to as the Coordinator),</i> | Naktuinbouw, Sotaweg 22,<br>2371 GD Roelofarendsveen, THE NETHERLANDS                         |
| and  |   |
| <i>(ii) CPVO</i>   | Community Plant Variety Office, 3 bd Maréchal Foch,<br>CS 10121, 49101 Angers Cedex 2, FRANCE |
| and  |   |
| (iii) GEVES  | GIP GEVES, 25 rue Georges Morel - CS 90024, 49071<br>Beaucouzé Cedex, FRANCE                  |
| and  |   |
| (vi) UKSUP   | UKSUP Bratislava, Matúškova 21, 833 16 Bratislava, SLOVAKIA                                   |
| and  |   |
| (v) INIA   | INIA, Ctra. de la Coruña, Km 7.5 - 28040 , Madrid, SPAIN                                      |
| and  |   |
| (vi) DGAV  | DGAV, Edifício II, Tapada da Ajuda, 1349-018 Lisboa,<br>PORTUGAL                              |
| and  |   |
| (vii) CREA   | Via Giacomo Venezian, 22, 20133 Milano, ITALY   |

The above are together hereinafter referred to as the Parties or in the singular a Party.

WHEREAS:

The parties participated in an R&D project co-financed by the CPVO on the setting up of the European Database as centralized collection of information on varieties of common knowledge ("EU Melon DB"),

As a follow up of the R&D project it has been decided that the Parties should use the data base GEMMA to store the relevant data. Accordingly, an agreement on the terms and conditions on the use of GEMMA was entered into between the Parties and GEVES, the owner of GEMMA. During the period 2018-2020 the CPVO entered into a contract and paid for the services rendered by GEVES in the framework of an R&D project. As from March 2021 the partners took over the role of the CPVO in this respect.

Therefore, the Parties concluded for a duration of three (3) years a Partnership Agreement on the cooperation of a central EU Melon Database ("Partnership Agreement") in order to define their respective rights and obligations with respect to the management of a European Database as centralized collection of information (variety descriptions and pictures) on varieties of common knowledge ("EU Melon DB").

The Centro di ricerca Alimenti e nutrizione (CREA), an entrusted office in Italy, is now interested to become a party to this Partnership Agreement and an active contributor the EU Melon DB. All Parties have agreed to the integration of CREA in the management of the EU Melon DB. Therefore, an amendment must be concluded between the

Parties to the Partnership Agreement to formalize the inclusion of CREA in the Partnership Agreement.

IT IS AGREED AS FOLLOWS:

### **Article 1 – Purpose**

The purpose of this Amendment is to modify certain provisions of the Agreement on page 1 to formalize the inclusion of the CREA in the Partnership Agreement.

### **Article 2 – Commitment of the CREA**

As a new Party to the Partnership Agreement referred to in the preamble, the CREA declares that it has read all provisions of the Agreement, and agrees to abide by the rights and obligations of the said Partnership Agreement. A copy of the Partnership Agreement and its appendices shall be given to the CREA.

### **Article 3 – Inclusion of a new Party to the Agreement**

The list of the Parties on page 1 of the Agreement is updated as follows :

“BETWEEN:

*"(i) Naktuinbouw  
(hereinafter referred to as the Coordinator),*

Naktuinbouw, Sotaweg 22,  
2371 GD Roelofarendsveen, THE NETHERLANDS

and

*(ii) CPVO*

Community Plant Variety Office, 3 bd Maréchal Foch,  
CS 10121, 49101 Angers Cedex 2, FRANCE

and

*(iii) GEVES*

GIP GEVES, 25 rue Georges Morel - CS 90024, 49071  
Beaucouzé Cedex, FRANCE

and

*(vi) UKSUP*

UKSUP Bratislava, Matúškova 21, 833 16 Bratislava, SLOVAKIA

and

*(v) INIA*

INIA, Ctra. de la Coruña, Km 7.5 - 28040 , Madrid, SPAIN

and

*(vi) DGAV*

DGAV, Edifício II, Tapada da Ajuda, 1349-018 Lisboa,  
PORTUGAL

and

*(vii) CREA*

Via Giacomo Venezian, 22, 20133 Milano, ITALY”

### **Article 4 – Effective Date**

This Amendment shall be effective as of the date of the latest signature by the Parties.

### **Article 5 – General Provisions**

It is agreed between the Parties that the other provisions of the Partnership Agreement remain unchanged and are fully enforceable.

In the event of any inconsistency between the provisions of this Amendment and those of the Partnership Agreement, the provisions of the Amendment shall prevail.

### **Article 6 – Agreement of proof**

In accordance with Articles 1316-1 to 1316-4 of the French Civil code, agreements concluded in electronic form are admitted as evidence in the same way as paper-based documents. The Parties expressly agree that the present Amendment concluded by electronic means constitutes the original Amendment and undertake not to challenge its validity, enforceability or probative value on this basis.

Authorized to sign on behalf of

**(Naktuinbouw, NL)**

**Signature:** \_\_\_\_\_

**Name:**

Bert Scholte

**Title:**

Head of Variety Department

**(CPVO)**

**Signature:** \_\_\_\_\_

**Name:**

Francesco Mattina

**Title:**

President

**(GEVES, F)**

**Signature:** \_\_\_\_\_

**xxxx**

**Name:**

Alain Tridon

**Title:**

Director

**(UKSUP, SK)**

**Signature:** \_\_\_\_\_

**Name:**

Štefánia Buschbacher

**Title:**

Director General of the Institute

**(INIA, ES)**

**Signature:** \_\_\_\_\_

**xxxx**

**Name:**

**Title:**

**(DGAV, PT)**

**Signature:** \_\_\_\_\_

**xxxx**

**Name:**

**Title:**

**(CREA, IT)**

**Signature:** \_\_\_\_\_

**xxxx**

**Name:**

**Title:**