

**AMENDMENT NO. 2**  
**TO SECONDMENT AGREEMENT between ECRIN-ERIC AND MASARYKOVA**  
**UNIVERZITA**

This second amendment to the "Secondment Agreement" is made by and between:

**Masarykova univerzita, Reg. No. 00216224, a public university incorporated under the laws of Czech Republic, having its registered office in Žerotínovo náměstí 9, 601 77, Brno, Czech Republic**

Represented by prof. MUDr. Martin Repko, Ph.D. The Dean of the Faculty of Medicine, located in Kamenice 5, 602 00, Brno. (the "Institution")

Hereinafter referred to as "**the Masarykova univerzita**"

AND

**European Clinical Research Infrastructure Network (ECRIN-ERIC), registered under SIRET n°801 933 235 00021, established in 5-7 rue Watt, 75013 Paris, France, represented by Prof. Dr. Jacques Demotes, Director General of ECRIN ERIC**

Hereinafter referred to as "**ECRIN**"

Hereinafter individually or collectively referred to as the "Party" or the "Parties"

WHEREAS ECRIN and Masarykova univerzita entered into the Secondment Agreement (Secondment agreement\_ECRIN-ERIC\_Masarykova univerzita\_V2\_2 Eucos\_26 04 2018) (the "Secondment Agreement") as of 29/05/2018.

WHEREAS the Masarykova univerzita has informed ECRIN that Ms [REDACTED], who was replaced as the Secondee by Ms [REDACTED] by Amendment 1 to the Secondment Agreement, will return from long-term planned leave on **May 22<sup>nd</sup> 2020** and will regain her position as the Secondee in accordance to the Amendment 1 to the Secondment Agreement.

WHEREAS the Masarykova univerzita has informed ECRIN that Ms [REDACTED] (**the Secondee**) will go on long-term planned leave beginning since **May 22<sup>nd</sup> 2020** (hereinafter referred to as "leave").

WHEREAS the Masarykova univerzita has informed ECRIN that Ms [REDACTED] will replace Ms [REDACTED] during her leave.

WHEREAS ECRIN has agreed to replace Ms [REDACTED] during her leave by Ms [REDACTED]. The latter will be seconded to ECRIN in order to act as rely to the national clinical research network and hub for various ECRIN-ERIC activities as described in the Job description attached to the present Amendment 2 (see Appendix 2).

Consequently, the parties agree to modify the terms and conditions of the aforementioned Secondment Agreement as follows:

1. The **Schedule 1: Acknowledgement by the Secondees**, Ms [REDACTED] shall read and sign the Acknowledgement form (see Appendix 1) as part the Secondment agreement.
2. The **Schedule 2: Job description** is hereby amended by inserting the Job description for Ms [REDACTED].
3. For the avoidance of any doubt, Masarykova univerzita as employer of Ms [REDACTED] shall ensure that her statutory employment rights stay protected during and after her leave.
4. Except as expressly set forth in this Amendment, the terms and conditions of the Secondment Agreement remain in full force and effect.
5. The Amendment shall enter into force on the day of its publication in the Czech registry of public contracts (Effective date) and shall remain in effect until the end of the period of leave of Ms [REDACTED]
6. The Parties also hereby agree to extend the duration of the Secondment Agreement until **31<sup>st</sup> December 2023**.

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**IN WITNESS WHEREOF**, this Amendment No. 2 has been executed in two originals by their respective duly authorized representatives, of which the Parties have received one each.

**ECRIN-ERIC**

**Masarykova univerzita**

21 -05- 2020

21 -05- 2023

*Date*

[REDACTED]

*Signature*

Prof. Jacques DEMOTES

Director General

*Position*

[REDACTED]

*Signature*

prof. MUDr. Martin Repko, Ph.D.

The Dean of the Faculty of Medicine MU

*Position*

**APPENDIX 1**

**SCHEDULE 1**

**Acknowledgement by the Secondee**

I have read the above Agreement between ECRIN-ERIC and the Institution and agree to undertake the secondment, in **replacement of [REDACTED]**, and in accordance with the terms and conditions of the Agreement. I agree to adhere to and be bound by the terms and conditions concerning Ownership of Results (Section 3) and Confidentiality (Section 4) of the Agreement as if I myself was a party to the Agreement. I hereby assign to ECRIN-ERIC full and unlimited ownership to any and all Results (as defined in the Agreement) as may be proprietary to myself following the work performed as set out in Section 3 of the Agreement. I further undertake to sign any such additional document as may be reasonably requested by ECRIN-ERIC for the application of patent protection or other intellectual property protection and any other related documents and to further confirm the assignment herein. To the best of my knowledge, any and all Results I create will not infringe the rights of any third party. Any consideration to which I may be entitled under mandatory law for the aforementioned assignment shall be subject to an agreement between the Institution and myself, and ECRIN-ERIC shall not be obliged to pay any consideration whatsoever for the assignment set out herein.

21 -05- 2020

\_\_\_\_\_  
*Date*

[REDACTED]

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

[REDACTED]

\_\_\_\_\_  
**Replacement of** [REDACTED]

## APPENDIX 2

**Job description for Ms [REDACTED]**



Job  
description\_Kristyna I