

**Guest research contract for the research stay
of Mr. Bamlaku Ayenew (hereinafter as the “agreement”)**

§ 1 Parties to the agreement

The parties to this agreement are the Czech University of Life Sciences Prague (hereinafter as “CZU Prague”), seat: Kamýcká 129, 165 00 Prague – Suchbát, Czech Republic, ID No. 60460709, represented by prof. Ing. Petr Sklenička, CSc., Rector and Wondo Genet College of Forestry and Natural Resources (hereinafter as “WGCF-NR”), Hawassa University, Shashemane, P.O. Box 128 Ethiopia, represented by Motuma Tolera (PhD), Dean of WGCF-NR

§ 2 Purpose of the agreement

Mr Bamlaku Ayenew has through WGCF-NR received funding for a six month guest research visit at Faculty of Tropical AgriSciences, CZU Prague. This agreement regulates the guest researcher arrangement for Mr Bamlaku Ayenew, and the terms for the reimbursement to the CZU Prague.

§ 3. Agreement validity

This agreement is valid from 12-01-2021 until the final approval of the settlements of the accounts related to the research stay.

§ 4. Guest research period

Mr Bamlaku Ayenew’s guest research period will last a 6 months period with no interruption within 12th January 2021 to 12th June 2021.

§ 5 Commitments of the parties

CZU Prague will provide Mr Bamlaku Ayenew with a workspace, internet connection, and access to library and other services normally available to researchers at CZU Prague. CZU Prague will manage Mr Bamlaku Ayenew’s funds and on a monthly basis pay a stipend corresponding to 17167 NOK to Mr Bamlaku Ayenew from the fund transferred from WGCF-NR. CZU Prague will provide necessary support as a receiving institution for Mr Bamlaku Ayenew’s visa application. CZU Prague will provide Mr Bamlaku Ayenew with a health insurance during his guest research period as stated in § 4.

WGCF-NR will cover all costs necessary for Mr Bamlaku Ayenew’s stay in Czech Republic including his stipend, travel costs, health insurance, cost related to immigration procedures and a fixed overhead to CZU Prague.

§ 6 Reimbursement

WGCF-NR will reimburse CZU Prague as specified below:

Stipend for Mr. Bamlaku for 6 months: 103 000 NOK

Department fee for 6 months: 30 000 NOK

Others (health insurance, initial instalment, round trip transport and visa related) 20,300 NOK

WGCF-NR will transfer 153 300 NOK to CZU Prague before the starting date of Mr Bamlaku Ayenew’s guest research period.

§ 7 Payment detail

Czech University of Life Sciences Prague (CZU Prague)
Kamýčká 129, Praha – Suchbátka, 165 00, Czech Republic

Banking details:

Bank: Česká spořitelna, a.s.

Address: Budejovická 1518/13B, Prague 4, 140 00, Czech Republic

Swift address: GIBACZPX

Local clearing code: not available

Bank account: xxxx

IBAN: xxxx

§ 8. Intellectual property right

Any knowledge previously acquired by either party and contributed by him to the realisation of the ‘National Measuring, Reporting and Verification (MRV) Capacity Building towards Climate Resilient Development in Ethiopia-ETH14-0002’ funded by the Royal Norwegian Embassy in Ethiopia shall remain his exclusive property.

Each shall treat any background intellectual property disclosed to it during the validity of this agreement by the other party as confidential and shall not, except with the prior written consent of the disclosing party, disclose the same to any third party. Background intellectual property includes any information, techniques, know-how, practices, processes, testing procedures, software and materials (regardless of the form or medium in which they are disclosed or stored) that is known to either party before the project and that the parties might exchange in relation to the project.

All data collected and analysed during this collaboration belongs jointly to Mr Bamlaku Ayenew and his collaborators at CZU Prague. Parties hereby assign to each other any rights that are deemed necessary for this shared ownership to be valid under any legal system. Such assignment includes the rights for the Parties to worldwide, royalty free and perpetually use and license the Resulting Intellectual Property.

§ 9 Confidentiality

CZU Prague is required by Czech Republic law to keep and archive all papers and research data in its archives. If WGCF-NR has the need to classify the documents or data as secret, CZU Prague can classify the information as secret for up to ten (10) years, provided that it is in accordance with Czech Republic legislation and/or a Czech Republic legal decision or court order.

§ 10 Termination of agreement

The WGCF-NR may terminate the agreement with CZU Prague in case Mr Bamlaku Ayenew is no longer able to participate in the above-mentioned work. WGCF-NR will give CZU Prague one (1) month written notice of the termination. All expenses arising at the CZU Prague until the effective date of termination will be covered by the funds provided for Mr Bamlaku Ayenew guest research visit. Remaining funds will be transferred from the CZU Prague to WGCF-NR.

§ 11 Liability

A party’s aggregate liability towards the other party collectively for any and all claims shall be limited to the amount of the grant, provided such damage was not caused by a wilful act or gross negligence. Any liability for consequential damages and pecuniary loss shall be excluded.

§ 12 Force majeure

No party shall be liable to the other for any failure to perform or delay in performance of its obligations here under caused by any circumstances beyond its reasonable control (force majeure), including but not limited to war, insurrection, natural catastrophe, fire, interruption in general power production, limits imposed by state budgets or governments to the activities of a research partner, strike, embargo or other significant and unusual cause independent of the parties.

§ 13 Mandatory national law

Nothing in this agreement shall be deemed to require a party to breach any mandatory statutory law under which the party is operating.

§ 14 Applicable law and Settlements of disputes

This agreement shall be construed in accordance with and governed by Czech Republic law. All disputes arising out of or in connection with this agreement, which cannot be solved amicably, shall be settled by the civil court in Czech Republic

§ 15 Final provisions

WGCF-NR unreservedly agree with publishing the full text of the agreement so that this agreement could have been provided information within the meaning of Act No. 106/1999 Coll., on free access to information, as amended. The WGCF-NR also agree with the publication of the full wording of the agreement pursuant to the Act No. 340/2015 Coll., on special conditions of effectiveness certain contracts, the publication of those contracts, and register of contracts (act on register of contracts), as amended.

This agreement is made in three identical copies with the validity of the original, whereupon the CZU Prague receives two of them and WGCF-NR receives one of them.

Signatures

This agreement is duly signed by authorised representatives of the CZU Prague and the WGCF-NR.

Prof. Ing. Petr Sklenička, CSc., Rector
of the Czech University of Life Sciences Prague

Motuma Tolera (PhD) Dean
Wondo Genet College of Forestry and
Natural Resources, Hawassa University

Place and date

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