

The total costs of this project for the contractual period (1 September 2014 – 31 August 2017) covered by agreement No. **2014-1-CZ01-KA203-002015** is estimated at EURO 258.560 € (inclusive all possible taxes).

Under no circumstances may the financial aid provided result in a profit.

The present Agreement governs the relations between the parties and their respective rights and obligations with respect to their involvement in the project.

The associated programme of work of the project which is the subject of the present Agreement and is detailed in the Annexes, which form an integral part of the Agreement and which each party declares to have read and approved.

Article 2 / Duration

This Agreement shall come into force as of the date of the signature by the parties, but shall have retroactive effect as from **August 18, 2016** and shall continue in full force and effect until complete discharge of all obligations for the carrying out of the DEMM project undertaken by the Parties under the contractor's Agreement with the European Commission or under this Agreement whichever is the earlier.

Article 3 / Obligations of the Contractor

The Contractor undertakes to:

Make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the present Agreement, with a view to achieving the objectives of the project as described in the Agreement signed between the European Commission and the Contractor.

Provide the Partner with copies of the official documents pertaining to the project, such as Agreement between the Contractor and the European Commission and the various reports as well as information given by the Agency.

Inform the Partner before making changes in Agreement Number **2014-1-CZ01-KA203-002015**.

Article 4 / Obligations of the Partner

General

The Partner makes the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the present Agreement, with a view to achieving the objectives of the project as described in the Agreement signed between the European Commission and the Contractor.

The Partner complies with all the provisions of the general agreement between the Contractor and the European Commission.

The Partner commits itself to duly document the working hours dedicated to the work of the project, in line with current salary and complementary arrangements in the partner institution and to submit this to the Contractor.

Specific

The Partner shall contribute to the establishment and implementation of the DEMM work plan and their share of the planned work, as set out in the Annex 1.

The Partner has delegated [REDACTED] to co-ordinate the activities of DEMM at the CNRS.

The Partner and the Contractor will consult and inform one another in all general decisions concerning the project.

Work packages have to be fulfilled as set out in the Detailed Description of the project.

Article 5 / Funding

The partner shall receive the funding during the period covered by this contract in accordance with the approved project proposal. The partner takes over the responsibilities and rights of the partner specified in the approved project proposal as EHESS. Any changes have to be approved by all concerned partners in writing.

Article 6 / Co-financing

There is no co-financing in this project.

Article 7 / Payments

The partner is responsible to manage the costs in accordance with the approved grant proposal and the contract between the contractor and the commission (Annex 1 and 2)

The partner has the obligation to keep a sub-account for DEMM and has to account the costs as the contractor indicates it.

Original receipts, signed attendance sheets and other proofs of payment and project realization have to be kept at disposal for the case of audit.

The partner has to hand in a document that proves that he is unable to recover VAT. Otherwise VAT is considered as ineligible costs.

Article 8 / Bank Account

The Contractor makes the payments to the Bank Account specified hereafter:

Name of the Bank: [REDACTED]

Address Bank : [REDACTED]

IBAN: [REDACTED]

SWIFT: [REDACTED]

Name of Account holder : [REDACTED]

Article 9 / Reports

The Partner shall provide the Contractor with the documents necessary for the preparation of the final report no later than **10/09/2017**.

The partner shall provide the time sheets properly filled in once in three month.

Article 10 / Property Rights

The Partnership undertakes nothing to market the project, nor any product, document, equipment, publication, computer programme, teaching aid or any other device whatsoever

produced with the aid of the Community contribution under the terms of the present Agreement, without express written reference to the support of the European Commission.

Article 11 / Outcomes

Research results, publications, DVDs and CD-Roms and all other outcomes are being produced by partner institutions in the framework of the project with the aim of exporting and disseminating the results to all European partners and more in general to all countries of the EU, EEA and candidate countries without any intention to make a profit.

Article 12 / Liability

Each of the contracting parties discharges the other of any civil liability for any damages itself or its staff may incur as a result of the performance of this Agreement, insofar as such damages are due to a serious and intentional fault on the part of the Commission, the Audiovisual and Culture Executive Agency.

Article 13 / Termination of the Agreement

The Agreement may be terminated in the event that the Partner should fail to perform one of the obligations arising therefore. Independently from consequences provided for in applicable law in such case, the Contractor may terminate this Agreement without legal formalities, where notification of the Partner by registered letter does not result in performance within one month.

Article 14 / Jurisdiction

Where an amicable solution cannot be found, the **court of law with jurisdiction over the seat of the Contractor** shall have sole jurisdiction in any dispute between the contracting parties concerning this Agreement.

The Law applicable to the present Agreement is the Law of The Czech Republic.

Article 15 / Amendments and Addenda to the Agreement

Amendments to this Agreement may be made solely by means of an additional clause signed for each party by the signatories of the present Agreement.

Article 16 / Confidentiality

The Parties agree not to disclose (and agree to use all reasonable endeavours to procure that all of their employees and subcontractors shall not disclose), any information of a confidential nature obtained by reason of their cooperation in the project, except information which is in the public domain or trivial or cannot reasonably be considered to be confidential.

Article 17 / Annexes

The following Annexes are attached and form an integral part of this Agreement:

Annex 1: Project Description and Programme of Work

Annex 2: Contract between the Contractor and the Commission

Signed by:

Partner

Frederic FAURE
Delegue Regional CNRS Rhone Auvergne

Date:

Place: Villeurbanne

Frédéric FAURE

Contractor

prof. MUDr. Tomáš Zima, DrSc.
Rector
Charles University in Prague

Date:

Place:

2 February 2017

Prague