**PUBLIC-LAW CONTRACT ON THE TRANSFER OF RIGHTS AND DUTIES ARISING FROM THE GRANT AWARDS**

(hereinafter referred to as the “**Contract**”)

concluded within the meaning of Section 159 et seq. of Act no. 500/2004 Coll., Administrative Act, as amended (hereinafter referred to as “**Administrative Act**”) by and between the following contractual parties on the day, month and year stated below:

1. **Institute of Physics of the Czech Academy of Sciences, public research institution,**

identification no.: 683 78 271,

with registered seat at: Na Slovance 1999/2, 182 21 Praha 8,

represented by: RNDr. Michael Prouza, Ph.D., Director

(hereinafter referred to as the “**Transferor**”)

1. **The Extreme Light Infrastructure ERIC**

identification no.: 109 74 938

with registered seat at: Za Radnicí 835, 252 41 Dolní Břežany

represented by Allen Weeks, Director General

(hereinafter referred to as the “**Transferee**”)

(Transferor and Transferee are also hereinafter jointly referred to as “**Parties**” and individually as the “**Party**”)

**Preamble**

WHEREAS:

1. The Transferor is a public research institution established under Act no. 341/2005 Coll., on the public research institutions. The Transferor is the sole owner and operator of a research infrastructure ELI Beamlines located at the address: Za Radnicí 835, Dolní Břežany, PSČ: 252 41 currently operated under Division 9 of the FZU (hereinafter referred to as the “**ELI-Beamlines Facility**”).
2. The Transferor is a beneficiary of grants awarded within the meaning of Section 14 et seq. of Act no. 218/2000 Coll., on Budget Rules, for the various projects that enabled the ELI Beamlines Facility to be built, maintained and developed.
3. The Transferee is an international organization established under Council Regulation (EC) no. 723/2009 of 25 June 2009 on the Community legal framework for a European Research Infrastructure Consortium (ERIC).
4. The Parties declare that the execution of this Agreement is both legally and economically bound to the conclusion of a total of four agreements by which Transferee takes over the operation and ownership of the ELI Beamlines Facility:
   1. AGREEMENT ON GRATUITOUS TRANSFER OF OWNERSHIP RIGHTS TO INTELLECTUAL PROPERTY AND ON GRATUITOUS ASSIGNMENT OF EXERCISE OF ECONOMIC RIGHTS TO INTELLECTUAL PROPERTY
   2. AGREEMENT ON THE TRANSFER OF THE ELI BEAMLINES FACILITY
   3. DONATION AGREEMENT
   4. PUBLIC-LAW CONTRACT ON THE TRANSFER OF RIGHTS AND DUTIES ARISING FROM THE GRANT AWARDS (this contract)
5. It is the intention of the Parties to conclude all of agreements mentioned under D) so that they form a uniform, inseparable, irrevocable and comprehensive set of agreements which cover all aspects of the transfer of ELI Beamlines facility from the Transferor to Transferee and where one agreement cannot exist without any other.
6. With regard to the transfer of the ELI Beamlines Facility it is also necessary to transfer from the Transferor to the Transferee rights and duties from the grant awards (decisions) that are related to ELI Beamlines Facility.
7. The intent of the Parties is to ensure that the Transferee acquire without any reservations or exceptions all rights and duties of a beneficiary that arise from the relevant grant awards.
8. The intent of the Parties was discussed with the provider of the previously awarded grants, which is the Ministry of Education, Youth and Sports (hereinafter referred to as “**MEYS**”). It had been preliminarily orally agreed that the transfer of rights and duties shall be realized on the basis of a public-law contract, to which the MEYS shall give a consent.

IT WAS AGREED AS FOLLOWS:

**I.**

**Subject matter of the Contract**

Under this Contract, from the moment of its entry into effect, the Transferor transfers to the Transferee all rights and obligations arising from all grant awards listed in Annex 1 (*List of Grant Awards*) to this Contract (hereinafter referred to as “**Grant Awards**”) and the Transferee agrees with the transfer and accepts the above mentioned rights and duties.

**II.**

**Consent of the provider of Grant Awards**

The Parties are aware that, for the valid conclusion of this Contract it is necessary within the meaning of the Section 162(1) of the Administrative Act to acquire the consent from the MEYS as the provider of the Grant Awards. The Parties have agreed that either of them is entitled to ask the MEYS for consent and, for this purpose, to present the MEYS with this Contract signed by both Parties.

**III.**

**Rights and duties under Grant Awards**

1. For the avoidance of doubt, the Parties state that their intention is that the Transferee assumes the legal position of the Transferor and acquires all the rights and duties arising from the Grant Awards. From the entry into force of this Contract, the Transferee shall communicate and negotiate with the provider of Grant Awards regarding all matters connected with the Grant Awards. If any state administrative or judicial bodies ascertain any breaches of the rules for the beneficiaries related to the Grant Awards or ascertain any other conditions stipulated in the Grant Awards, the Transferee shall bear consequences of such a breach regardless of whether such a breach occurred prior to the entry into force of this Contract or afterwards.
2. The Transferor shall, without undue delay after the entry intro force of this Contract, provide the Transferee with all data and information, either in paper or electronic form, related to the Grant Awards, so that the Transferee is able to properly fulfill all its duties that arise from the Grant Awards, respond to any audits or inspections and prove the fulfillment of archiving obligations as well as any other obligations arising from the Grant Awards. The Transferor shall without undue delay after this Agreement comes into force hand over to the Transferee all documentation, both in paper and electronic form that is related to the Grant Awards.
3. The Transferor shall, without undue delay after the entry intro force of this Contract, transfer all financial resources acquired under the Grant Awards to the Transferee’s bank accounts.
4. If a need for further assistance from the Transferor arises after the rights and duties from the Grant Awards are transferred (so that the Transferee duly performs its duties under the Grant Awards), the Transferor shall provide such necessary assistance, including the execution of relevant legal acts (the conclusion of agreements, issuance or revocation of powers of attorney, etc.). After the Grant Awards are transferred, the Transferee shall act in such a manner so that the purposes, for which the grants were awarded, were maintained and not anyhow compromised.

**IV.**

**Maintaining the purpose of grants**

By signing this Contract Parties declare that the purposes, for which the grants were awarded, shall remain unaffected by the transfer, i.e. shall be maintained even after the transfer of rights and duties from the Grant Awards takes place.

**V.**

**Final provisions**

1. All changes and modifications to this Contract must be agreed on the basis of written, numbered and dated amendments, to which both Parties attach their signatures.
2. The Parties declare that they have familiarized themselves with the content of this Contract prior to its signature and agree with its content and that this Contract was concluded on the basis of their free will and not under duress, pressure or one-sided disadvantageous conditions. All this is confirmed by the Parties’ signature.
3. This Contract is executed in two copies, one for each of the Parties.
4. The Parties are aware that FZU is obliged to publish this Contract in the Register of Contracts under Act no. 340/2015 Coll., on the Register of Contracts. The Parties agreed that this Contract shall be sent to the manager of the Register of Contracts by the Transferor.
5. This Contract is concluded within the meaning of Section 164(3) of the Administrative Act on the day on which MEYS’s consent to it enters into legal force. This Contract shall be effective on January 1, 2023. If this Contract is published in the Register of Contracts after January 1, 2023, then it shall be effective on the day, on which it was published in the Register of Contract.

In Brno on ………………. In Brno on ………………..

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**Institute of Physics**

**of the Czech Academy of Sciences, p. r. i. The Extreme Light Infrastructure ERIC**

RNDr. Michael Prouza, Ph.D., director Allen Weeks, Director General

*Annexes:*

* *List of Grant Awards*
* *Approval of the Supervisory Board of the Transferor*
* *Approval of the founder of the Transferor*

**Annex No 1**

**List of Grant Awards**

|  |  |
| --- | --- |
| **Operational program Výzkum a vývoj pro inovace:** | |
| ELI: EXTREME LIGHT INFRASTRUCTURE | CZ.1.05/1.1.00/02.0061 |
| Project comprises two Phases: |  |
| ELI: EXTREME LIGHT INFRASTRUCTURE – Phase 1 | CZ.1.05/1.1.00/02.0061 |
| ELI: EXTREME LIGHT INFRASTRUCTURE - Phase 2 (stated below within OP VVV) |  |
| **Operational program Výzkum, vývoj a vzdělávání:** | |
| ELI: EXTREME LIGHT INFRASTRUCTURE: Phase 2 | CZ.02.1.01/0.0/0.0/15\_008/0000162 |
| Pokročilý výzkum s využitím fotonů a částic vytvořených vysoce intenzivními lasery | CZ.02.1.01/0.0/0.0/16\_019/0000789 |
| Strukturní dynamika biomolekulárních systémů | CZ.02.1.01/0.0/0.0/15\_003/0000447 |
| Pokročilé simulační nástroje pro ELI Beamlines | CZ.02.1.01/0.0/0.0/16\_013/0001793 |
| High Field Initiative (Výzkum velmi intenzivních polí) | CZ.02.1.01/0.0/0.0/15\_003/0000449 |

**Annex No 2**

**Approval of the Supervisory Board of the Transferor**

**Annex No 3**

**Approval of the founder of the Transferor**