

Grant Agreement

SLG 5411-2023



between

EMBO, an association established under Swiss law, Tax Nr. 32489/47785, having its administrative office at Meyerhofstrasse 1, 69117 Heidelberg, Germany (hereinafter referred to as "**EMBO**");

and

Institute of Animal Physiology and Genetics

a corporation under Czech public law, having its registered office at

Rumburská 89
Liběchov
Czech Republic

with its executing organisational unit:

Rumburská 89
Liběchov
Czech Republic

(hereinafter referred to as "**The Host Institution**");

both hereinafter referred to jointly or individually as the "Parties" or "Party".

Whereas the awardee Eleonora Pustovalova (henceforth "**The Grantee**") has applied for an EMBO Solidarity Grant (SLG -5411) to perform research at The Host Institution. SLG-5411 (henceforth "**The Grant**"), has been granted by EMBO to The Grantee based on criteria of scientific excellence. The Grant will run for one year from 01/01/2024 to 31/12/2024 in order to enable The Grantee to carry out research at The Host Institution under the supervision of Alexandr Sember;

Whereas EMBO will transfer the amounts designated in The Grant to The Host Institution in order to cover the costs of an employment contract between The Grantee and The Host Institution. No contractual relationship will be established between EMBO and The Grantee;

Whereas The Grantee is expected to enter into an employment contract with The Host Institution as of 01/01/2024. Under the employment contract, The Grantee will perform scientific research as described in The Grant and be integrated into the social security and tax system;

the Parties agree as follows:

1 Scope

1.1 EMBO will transfer to The Host Institution account the amounts designated in The Grant. Other than The Grant, there is no contractual relationship, explicit or implied, between EMBO and The Grantee. The amounts will be designated as a grant to The Host Institution and paid to the Host Institution's bank account.

1.2 EMBO will transfer the designated amounts to The Host Institution, which in turn will enter into an employment contract with The Grantee according to the local and national regulations to which the Host Institution is subject. The Host

Institution shall be responsible for salary payments, social security enrolment and the supervision of The Grantee, as well as any other claims or demands arising from the employment relationship.

1.3 The total amount under this agreement for the maximum duration of one year shall not exceed annual allowance of 24.000,00 EUR.

1.4 EMBO's payments to The Host Institution are a grant towards the costs of The Grantee's employment contract. The grant shall be used solely and in full for this purpose. It shall not be used to cover overheads, administrative costs, research expenses or in general any expenses other than the salary, related taxes and social security contributions of The Grantee. The Host Institution is allowed to provide additional funds from other sources in order to increase the salary of The Grantee according to their own internal rules and other applicable regulation. If the Grantee receives a salary increase from a source other than the Grant, the Host Institute is responsible for ensuring that the Grantee continues to work full-time on the project for which the Grant was awarded. In case internal, local or national regulations limit the maximum salary of The Grantee to a level below the funds provided by The Grant, the Host Institution shall return the remaining funds to EMBO. The Host Institution shall provide a financial statement within three months of the termination of this agreement detailing the use of the funds provided by EMBO under The Grant.

1.5 This agreement is conditional upon the conclusion of an employment contract between The Host Institution and The Grantee.

1.6 The Host Institute shall ensure that The Grantee (i) has access to any tools or facilities necessary to perform scientific research as described in The Grant, and (ii) is informed about and has access to services, facilities or benefits generally available to other employees of The Host Institution. The Parties recognize that research activity strives to achieve scientific results but that these results cannot be guaranteed.

1.7 The Host Institution shall ensure that The Grantee is informed about and receives appropriate training on occupational health, safety and environmental issues, as well as more generally applicable laws and regulations. The Host Institution shall ensure that the research performed by The Grantee is in line with international ethical standards and within applicable international and national law.

1.8 As part of the Grant, the Grantee may attend one EMBO Solutions course free of the course charges (excluding travel costs and subsistence). Time devoted to this course shall not be considered as part of the annual leave to which The Grantee is entitled.

1.9 Every official public communication activity by The Host Institution (annual reports, press releases, website news and others) related to the work carried out by The Grantee while funded by this grant must acknowledge the support given by EMBO and mention the grant number (SLG-5411).

1.10 EMBO shall not claim any Intellectual Property rights on the work developed by The Grantee in The Host Institution. The Grantee and The Host Institution shall agree on Intellectual Property rights according to the applicable local and national regulations.

1.11 This agreement becomes effective when both Parties have signed it. It terminates automatically once the last salary payment financed by the last instalment of the grant has been received by The Grantee. The Grantee may continue the employment relationship with The Host Institution after this agreement has terminated, funded by a different grant or other source.

1.12 The present agreement terminates automatically in case the employment relationship between The Grantee and The Host Institution is terminated before the originally agreed termination date. The Host Institution shall inform EMBO in case of early termination of the employment contract with The Grantee and return the part of the EMBO grant not used according to the financial statement described in provision 1.4.

2 Place of jurisdiction, applicable law

2.1 The exclusive place of jurisdiction for any and all disputes arising from and in connection with this agreement is the court competent for civil or commercial matters in Heidelberg, Germany. The agreement is governed by German law, excluding its conflict of laws rules.

3 Miscellaneous

3.1 This agreement and any rights and obligations arising from this agreement may not be assigned or transferred to third parties without the consent of the other Party.

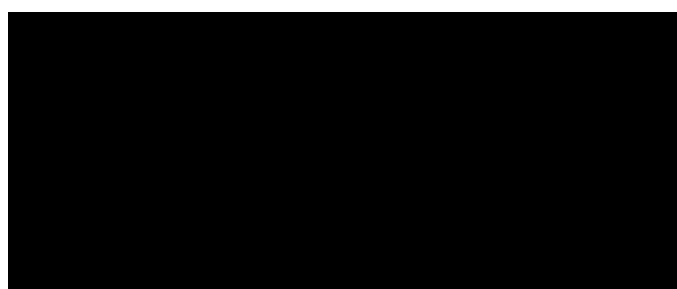
3.2 This agreement shall constitute the entire agreement between the Parties regarding the object of the agreement. There are no supplementary arrangements.

3.3 Any changes or amendments to this agreement must be made in writing and signed by the authorized representatives of the Parties to take effect. This shall also apply to any waiver of this requirement of written form.

3.4 Should individual provisions of this agreement be or become invalid or void, this shall not affect the validity of the remaining provisions. The invalid or void provision(s) shall be replaced by (an) alternative provision(s) which most closely correspond(s) to the original intent of the Parties.

3.5 This agreement may be executed in counterparts, all taken together shall constitute one single agreement between the Parties.

4 Signatures



Name and Institutional Function

Gerlind Wallon, PhD
Head, Young Investigator Network

Date (DD MM YYYY)

24/04/2023

The Host Institute

Signature

Name and Institutional Function

Date (DD MM YYYY)

Read and acknowledged
by Supervisor at Host Institution

Signature

Supervisor Name