**Host and Resource Provision Agreement**

**for the implementation of the**

**AnaEE-ERIC Interface and Synthesis Centre (ISC)**

Between

**The Analysis and Experimentation on Ecosystems - European Research Infrastructure Consortium**

Established by the EU Commission Implementing Decision No 2022/289 of 22 February 2022, having its headquarter and statutory seat at 1 avenue de la Terrasse, 91190 Gif-sur-Yvette, France, represented by its Director General, Dr. Michel Boër, hereinafter referred to as ‘’AnaEE-ERIC”, in its own name and in the name of its Interface and Synthesis Centre, hereinafter referred to as “ISC”,

And

**Ústav výzkumu globální změny AV ČR, v. v. i** (**Global Change Research Institute CAS)**

A public research institution incorporated under the laws of Czech Republic whose registered office is at Bělidla 986/4a, Brno, Czech Republic Represented by its Director, prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., hereinafter referred to as "GCRI",

Hereinafter collectively referred to as the “Parties” and individually as “Party”.

Considering

* the Commission Implementing Decision (EU) 2022/289 of 22 February 2022 setting up the Analysis and Experimentation on Ecosystems ERIC (AnaEE-ERIC), notified under document C(2022) 933,
* the Statutes of AnaEE-ERIC published in the Official Journal of the European Union of 24th February 2022,
* the Rules of Operation as approved by the Assembly of Members of AnaEE-ERIC on the 21st of June 2022,
* the Czech Republic's application on the 12th December 2016 to host the Interface and Synthesis Center (ISC) of AnaEE-ERIC,
* that the general missions and objectives of the Interface and Synthesis Centre as detailed in the statutes and Technical and Scientific Document, which are accompanying the scientific community to promote their projects results and support them to strengthen their proposals and get fundings, the preparation of review and position papers, synthesis of the research performed using the AnaEE Research Infrastructure, and the training, link and outreach of the stakeholders,
* the letter of support of the Ministry of Education, Youth and Sports of the Czech Republic to host an AnaEE-ERIC Supranational Entity, on the 22nd of December 2016,
* the letter of commitment of the Global Change Research Institute CAS on the 12th December 2016 to host the AnaEE-ERIC Interface and Synthesis Centre (ISC),

the parties hereby agree on the resources that GCRI makes available to AnaEE-ERIC for the purpose of hosting its Interface and Synthesis Centre, hereafter referred to as ISC. The ISC is a part of AnaEE-ERIC (art.3.2; 21.2 of the Statutes) which shall be hosted by GCRI, as stated in article 4.2.4. of the AnaEE-ERIC Rules of Operations and the Scientific and Technical Document.

1. **General Terms and conditions of the Agreement**
	1. The Czech Republic has committed to pay a host premium contribution as stated in Article 30.2

and Annex III of the AnaEE-ERIC Statutes.

1.2 The premises, staff and services provided to AnaEE-ERIC by GCRI for the implementation of ISC shall be invoiced to AnaEE-ERIC. The terms and conditions related to the use and the provision of facilities for ISC, and their associated costs are specified in this Agreement.

**2. Resources made available to AnaEE-ERIC by GCRI**

**2.1. The provision of premises**

2.1.1. The ISC is located in Bělidla 986/4a, Brno, Czech Republic, where premises with a surface area of 16 m2 (100% capacity), 25 m2 (10% capacity), 100 m2 (10% capacity) are allocated to ISC.

2.1.2. The description of premises and the inventory of fixtures and furniture made available to AnaEE-ERIC is annexed to this Agreement (Annex 1).

2.1.3. GCRI will make necessary arrangements to grant access to the premises, including meeting or conference rooms, to staff, visitors or suppliers involved in ISC’s activities. These people are subjected to the usual rules of security and safety applicable at GCRI.

2.1.4 AnaEE-ERIC will provide a list of its staff working at ISC.

**2.2. The provision of services by GCRI**

2.2.1. A lump sum for operational costs (offices and conference rooms, video-conference equipment, cleaning and security of the premises, electricity; internet...) will be estimated by both parties and included as annex 3 to this Agreement.

2.2.2. This annex specifies the nature of the service(s) provided, the resources needed for their implementation, the means of verification, and the estimated duration of the service provided.

**2.3. Recruitment of personnel**

2.3.1. Personnel working at ISC are directly recruited by GCRI in line with its employment policy. The procedure shall be carried out according to the Czech law. The whole process will be supervised by AnaEE-ERIC.

2.3.2. The positions will be decided based on the needs of the ISC and AnaEE-ERIC to fulfil their obligations, in agreement with the Director General of AnaEE-ERIC.

2.3.3. The staff recruited by GCRI carry out their mission within AnaEE-ERIC and under the authority of the Director General or his delegate.

2.3.4. The provision of staff is regulated by specific agreements specifying the percentage of time and rules applicable to the staff concerned.

2.3.5. Functions that are foreseen to be recruited by GCRI are listed in Annex 4, together with the expected type and level of employment, and the fraction of time devoted to AnaEE-ERIC. This annex can be updated in case of any change in the AnaEE-ERIC Organisational Chart.

2.3.6. In accordance with article 10 of the Statutes and article 11.5.5 paragraphs 1 and 3 of the AnaEE-ERIC Rules of Operations (RoO), the same rules apply to jobs directly employed by GCRI; in particular, recruitment on a competitive basis on the sole basis of expertise and relevance to the position, regardless of gender, disability, or supposed minority status.

**3. Payment terms of the resources made available to AnaEE-ERIC by GCRI**

**3.1 Invoicing**

3.1.1. Invoices related to the resources provided by GCRI for ISC shall be addressed to the AnaEE-ERIC Central Hub on a yearly basis and no later than the 31st December of each year, so as to meet the obligations related to the AnaEE-ERIC financial year (article 29 of the Statutes).

3.1.2. Invoices will be issued in accordance with the Invoicing Plan defined in Annex 2 on a lump sum basis.

**3.2. Transitional provision**

For the specific year 2024, it will be necessary to have an estimated expenses or a financial brief report every three months, in case some adjustments might be necessary.

**3.3. VAT exemptions**

According to article 33 of the AnaEE-ERIC Statutes, VAT exemptions based on Articles 143(1)(g) and 151(1)(b) of Council Directive 2006/112/EC and in accordance with Articles 50 and 51 of Council Implementing Regulation (EU) No 282/2011 shall be applied to purchases of goods and services by AnaEE-ERIC which are for the official and exclusive use by AnaEE-ERIC, provided that such purchase is made solely for the non-economic activities of AnaEE-ERIC in line with its activities.

**4.** **Duration**

4.1 This agreement takes effect on 1st of January 2024 for a period of 5 years renewable by tacit agreement in accordance with the financing model set out in Annex III of the Statutes.

4.2 Any modification of this agreement shall be the subject of an amendment concluded by mutual agreement between the Parties.

**5. Dispute Resolution**

5.1 The Parties shall endeavour to solve amicably any dispute that may arise from the interpretation or execution of the clauses set out therein.

5.2 In accordance with Article 36 (paragraphs 1 and 2) of the statutes, in case the dispute persists, the Assembly of Members of AnaEE-ERIC meets as soon as possible to find a way to resolve the dispute in good faith and amicably.

5.3 The Court of Justice of the European Union shall have jurisdiction over litigation among the Members in relation to AnaEE-ERIC, between Members and AnaEE-ERIC, and over any litigation to which the European Union is a party.

**6. Signing of the Contract**

6.1 The Parties agree that digital signature of this Host Agreement shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

6.2 The Parties acknowledge that for its effectiveness this contract requires the publication in the registry of contracts pursuant to the Act no. 340/2015 Coll., and they agree with this publication. GCRI secures sending of the contract to the registry of contracts immediately after the contract is signed by both Parties. GCRI undertakes to inform the other party about the registration by sending a copy of the confirmation of the publication from the administrator of the registry of the contracts to the other party without undue delay after GCRI himself receives this confirmation.

Done at Brno, on 13. 12. 2023

**For GCRI CAS**

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Prof. Michal V. Marek

Director

**For AnaEE-ERIC**

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Dr. Michel Boër

Director General

**LIST OF ANNEXES**

* **Annex 1**: Description of premises and inventory of fixtures made available to AnaEE-ERIC by CGRI-CAS
* **Annex 2**: Estimation of annual lump sum to the services provided by GCRI-CAS to AnaEE-ERIC and Invoicing plan
* **Annex 3**: Estimation of annual lump sum for indirect operational costs
* **Annex 4:** Permanent positions as foreseen for the AnaEE-ERIC ISC

**Annex 1: Description of premises and inventory of fixtures made available to AnaEE-ERIC by CGRI-CAS**

GCRI-CAS provides AnaEE-ERIC with the following facilities:

* Office space of approx. 16 m2 (100% of the room capacity) equipped with two workplaces (desk, office chair, personal computer with internet connection, cabinets for documents).
* A small meeting room of approx. 25 m2 for meetings of up to 15 people (10% of the room capacity), equipped with a fixed oval table and chairs for 15 people, a data projector, computer, a large screen, and equipment for videoconferencing.
* A large meeting room with an area of approx. 100 m2 for meetings of up to 50 people (10% of the room capacity) equipped with variable tables, chairs for 50 people, a kitchenette for preparing refreshments, a data projector, a computer, a projection screen, and equipment for videoconferencing.

**Annex 2**: **Estimation of annual lump sum related to the services provided by GCRI-CAS to AnaEE-ERIC and Invoicing plan**







**Annex 3:** **Estimation of annual lump sum for indirect operational costs**

The method of calculating the annual indirect costs of ISC is based on unit cost per 1m²:

Unit cost per m² = indirect costs of GCRI-CAS (real costs 2022)/ total usable area (m²) of GCRI-CAS (2 958,8 m²)

According to Annex 1, the following facilities with a total area of 28,5 m² will be allocated to the ISC:

* office space 16m² (100 % capacity) = 16m²
* small meeting room 25m² (10% capacity) = 2,5m²
* large meeting room 100m² (10% capacity) = 10m²

Overview of indirect costs by individual accounting items:



**Annex 4:  Permanent positions as foreseen for AnaEE-ERIC ISC**

* Scientific Officer (SO): 100 %, Euraxess level R2/R3
* European Project and liaison Officer: 100%, CEC level 7