



CEITEC



## **MEMORANDUM OF UNDERSTANDING**

### **on sustainable scientific collaboration**

between

***Masaryk University***

and

***Brno University of Technology***

and

***Vienna Biocenter Core Facilities GmbH***

and

***Institute of Science and Technology Austria***

and

***St. Anne's University Hospital Brno***



This document is a Memorandum of Understanding between

*Masaryk University (MU)*  
*Žerotínovo nám. 9*  
*601 77 Brno*  
*Czech Republic*

which is represented by **Assoc. Prof. PhDr. Mikuláš Bek, Ph.D.**, Rector

and

*Brno University of Technology (BUT)*  
*Antonínská 1*  
*602 00 Brno*  
*Czech Republic*

which is represented by **Prof. RNDr. Ing. Petr Štěpánek, CSc.**, Rector

and

*Vienna Biocenter Core Facilities GmbH (VBCF)*  
*Dr. Bohr Gasse 3*  
*1030 Vienna*  
*Austria*

which is represented by [REDACTED]

and

*Institute of Science and Technology Austria (ISTA)*  
*Am Campus 1*  
*3400 Klosterneuburg*  
*Austria*

which is represented by [REDACTED]

and

*St. Anne's University Hospital Brno (FNUSA)*  
*Pekařská 53,*  
*656 91 Brno*  
*Czech Republic*

Which is represented by [REDACTED]



## Preamble

**Masaryk University** (further referred to as “MU”) is the second-largest public university in the Czech Republic and the leading higher education institution in Moravia. It comprises 9 faculties with over 200 departments, institutes and clinics.

and

**Brno University of Technology** (further referred to as “BUT”) is a leading technical university in the Czech Republic. It comprises 24,000 students, 8 faculties and 3 university institutes.

Both Masaryk University and Brno University of Technology see research as one of their priorities and have made a considerable financial investment in research infrastructure in the last couple of years, mainly funded by EU Structural Funds. One of the flagships of their cooperation is **CEITEC – Central European Institute of Technology** (further referred to as “CEITEC”), which is a project focused on establishment of a European centre of excellence in the area of life sciences and advanced materials and technologies, jointly implemented by a consortium of six partners under the coordination of Masaryk University.

and

**Vienna Biocenter Core Facilities GmbH** (further referred to as “VBCF”) is a publicly funded non-profit research institute, situated at the Vienna Biocenter. VBCF offers access to state-of-the-art research infrastructure and scientific services. Currently it operates 11 core facilities. VBCF customers are academic research institutions and companies in the field of Life Sciences.

and

**Institute of Science and Technology Austria** (further referred to as “IST Austria”) is a young international institute dedicated to basic research and graduate education in the natural and mathematical sciences, located in Klosterneuburg on the outskirts of Vienna. Established jointly by the federal government of Austria and the provincial government of Lower Austria, the Institute was inaugurated in 2009 and will grow to about 90 research groups by 2026.

and

**St. Anne’s University Hospital Brno** (further referred to as “FNUSA”) operates 10 programmes of medical care and provides 913 hospital beds. In cooperation with the Masaryk University it has established the **International Clinical Research Center** of St. Anne’s University Hospital Brno (FNUSA-ICRC), a new generation science and research center focusing on finding new methods, technologies and medicaments for effective prevention, early diagnostics and individualized treatment of cardiovascular and neurological diseases. These are among the most widespread diseases in modern society. ICRC is an integral part of FNUSA without legal personality.



Hereafter referred to as Parties;

with a view to better use of research infrastructure to support excellent science in the cross-border region of the Czech Republic and Austria within and beyond the project “**Creating synergies between research infrastructures to stimulate innovation in the cross-border region**” (RIAT-CZ, No. ATCZ40), supported by the programme INTERREG V-A AT-CZ (further referred to as „Project“), the partners have agreed as follows:

#### **Article I: Principles**

The parties will, on the basis of principles of equality and mutual benefit, promote and support strategic long-term scientific collaboration, especially in the field of research infrastructures, between their scientists and other staff engaged in the field of biotechnology and nanotechnology.

#### **Article II: Collaboration activities**

The collaboration shall include the following activities on specific subjects with the participation of scientists and other staff:

1. Mutual use of complementary scientific equipment on the basis of previously agreed conditions;
2. Promotion of access to infrastructures available at all Parties to a wider scientific community;
3. Cooperation in the field of major research infrastructure projects, incl. ESFRI projects, such as EuroBioImaging;
4. Training and education, incl. sharing of experience and expertise in scientific equipment and management and operation of core facilities;
5. Participation in major conferences, other communications activities to promote VBCF and ISTA in the Czech Republic and MU, BUT, CEITEC, FNUSA, and ICRC in Austria.

Other joint activities as may be mutually agreed upon.

#### **Article III: Specific duties arising from the joint participation in the Project**

The Parties hereby undertake following principles leading to the sustainability and transferability of the Project's results:

1. Coordination of equipment acquisition and procurement: regular modernization necessary for operation of research infrastructures (RI) will be financed by institutional sources and infrastructural projects. Purchase of new equipment in the frame of the Project will be discussed with Parties in advance in order to ensure complementarity of the cross-border RI and to avoid RI overlaps.

2. Planning, formulation and implementation of joint projects (funded nationally, bilaterally CZ-AT, by other programs of the European Commission such as COST, HORIZON 2020, or by other grant and funding bodies): joint projects will create financial base for further development of innovative services under specifically agreed conditions.
3. The Parties commit that the Project's results (improved/new services and devices) will be provided to all interested parties in the open-access mode, individually according to the internal rules of each Party.
4. Joint marketing activities: the marketing plan developed and implemented within the Project will coordinate external relations of the Parties related to this cooperation.
5. Information about the developed collaborative platform and its mechanisms will be published in various professional and lay media, hence open for any interested party.
6. Joint ownership of Intellectual Property: in case that new intellectual property will arise, joint ownership will be applied for the Parties which directly contributed to the development of the respective IP.
7. The parties declare that the results and outputs of the project will be used for non-commercial purposes at least five years after the final ERDF payment within the Project.

#### **Article IV: Financial Responsibilities**

The collaboration activities will be supported by the Project during the project course and according to the project activities specified in the project plan. After the Project end, each Party shall, in principle, bear the expenses for its activities and participants from its own community unless specified otherwise.

#### **Article V: Conduct**

Participating scientists and other staff shall observe the laws and rules of the host country as well as the regulations of their mother institutions.

#### **Article VI: Questions and Consultation**

In the event that questions arise concerning the interpretation of the provisions of the Memorandum or problems should be caused by unanticipated matters, all Parties shall consult with each other and agree on a mutually acceptable solution.

Parties may agree on a detailed implementation plan for the Memorandum should they find it necessary.

#### **Article VII: Amendments**

Every Party may at any time propose to negotiate amendments or modifications to this Memorandum of Understanding, expected to be placed into effect upon approval off all other Parties.

**Article VIII: Entry into Force and Duration**

This Memorandum of Understanding shall commence from the date of its signing and shall be valid thereafter for five years after the final ERDF payment. Its prolongation is subject to all Parties review and mutual agreement.

**Article IX: Signature**


Each Party, the CEITEC representative, and ICRC representative shall sign six identical copies of this Memorandum and shall each retain one copy. All copies have equal validity.

doc. PhDr. Mikuláš Bek, Ph.D.  
Rector  
Masaryk University


Date: 12 -10- 2016

Prof. RNDr. Ing. Petr Štěpánek, CSc.  
Rector  
Brno University of Technology

Date: 24 -10- 2016

  
CEITEC – Central European Institute of Technology

Date: 11.10. 2016

  
Vienna Biocenter Core Facilities GmbH

Date: 28.09. 2016

  
Institute of Science and Technology Austria

Date: 3.10. 2016

  
St. Anne's University Hospital Brno

Date: 21. 10. 2016

[Redacted text block]

[Redacted text block]

Date:

[Redacted text block]