

Contract 2024 394

This contract is established following the decision of the JECS Trust Board of **26th March 2024**. It is entered into by and between:

JECS Trust, a trust incorporated under the laws of Belgium, and having its registered office at avenue Gouverneur Cornez 4, 7000 Mons, Belgium.

and

The **CEITEC BUT** incorporated under the laws of **Czech Republic**, and having its registered office at **Purkyňova 656/123, 612 00 Brno**.

Purpose of the Contract

The JECS Trust will provide funds in connection with a project "**Stay of Daniel Valasek to AGH Cracow - Advanced Characterization methods for new high entropy carbides prepared by spark plasma sintering**", defined in Annex 1 hereto (the "Project").

The JECS Trust and the **CEITEC BUT** are hereinafter referred to as the "Trust" and the "Receiving Party", as the case may be. JECS Trust and the **CEITEC BUT** are hereinafter collectively referred to as the "Parties".

Now, therefore, the Parties agree as follows:

1. Focus

The main objective in the expenditure of Trust money is the promotion of student/young researcher activities, but not exclusively so. For all such activities, the **Journal of the European Ceramic Society (JECS)** or **Open Ceramics** are to be consulted in respect to any plans for publication.

2. Responsibility

The responsibility for the organisation of the project lies with the Receiving Party. Any financial or other claim arising from the project is the concern of the Receiving Party.

3. Advertising

Any paper/advertising/etc. in relation with the project must acknowledge the contribution of the Trust. The logo of the Trust must be displayed or, if no such illustration is possible, a written reference must be made to the Trust contribution.

4. Budget

In the present contract, the maximum amount allowed for the project will be of **4.620,00 €**. This sum is based on the budget defined in Annex 2 as prepared by the Receiving Party and agreed by the Trust.

If the receiving party asks for it, 50 % of that sum can be given in advanced, 4 months before the beginning of the project.

No supplement will be given if the project costs exceed the agreed sum.

5. Expense Statement

At the end of the project, the Receiving Party must complete an Expense Statement. A single table is to be filled out for the entire project and completed with proofs of the actual expenses incurred, which must be within the sums indicated in Annex 2. An Expense Statement that is not signed or that is not accompanied by original documents or, if not, by certified photocopies cannot be accepted.

Funds will be available for only 60 days after the end of the project. It is therefore essential to turn in the Expense Statement in a timely manner. Late submission will result in no reimbursement.

If, for any reason, the project for which the fund is provided can not take place, the sums allowed in advance must be reimbursed as soon as the cancellation is confirmed. Any sum already engaged and not reimbursable by the Receiving Party must be explained in an Expense Statement and agreed by the Trust.

6. Report

In addition to the Expense Statement, the Receiving Party must write a full report presenting the achievements made for the projects. This report must be signed and send with the expense statement, at the end of the project. A short summary following the template available is also required on maximum one A4 page.

7. Publication:

It is a condition of accepting this contract that any papers related to the sponsored project will be submitted to the new ECerS Open Access Journal: Open Ceramics. If the paper is accepted by **Open Ceramics**, then the JECS Trust will pay the Article Publication Charge.

Please use the following sentence to acknowledge the JECS Trust when submitting your paper(s) to **Open Ceramics**: *"The authors are grateful to the JECS Trust for funding [the visit of xx to xx etc.] (Contract No. xx)."*

The determination of whether a paper is compatible with the content of **Open Ceramics** will be made by the Senior/Chief Editor of Open Ceramics. If **Open Ceramics** declines to publish them, the authors are then free to publish them in a different journal of their choice.

8. Decision:

In all cases, the decisions of the Trust shall be final.

9. Disputes

This Contract shall be governed by Belgian law. All disputes arising in connection with this Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by 1 (one) arbitrator appointed in accordance with such Rules. The arbitration shall be held in Mons, Belgium, and shall be conducted in English.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

In witness whereof, the Parties have executed 2 (two) original copies of this Contract on _____, each Party acknowledging receipt of one original copy.

JECS Trust

CEITEC BUT

By _____
Name: Dr. Francis Cambier
Title: President

By _____
Name: **Radimír Vrba**
Title: **Director of CEITEC BUT**

JECS Trust

CEITEC BUT

By _____
Name: Prof. Anne Leriche
Title: General Secretary

By _____
Name: **Daniel Valasek**
Title: Applicant