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| **UNI CHEMISTRY** | **VERSITZ AND TE >RAGUE** | **rOF CHNOLOGY** | Secondment Agreement | **FYZIOLOGICKÝ ÚSTAV** AVER |

**University of Chemistry and Technology, Prague**

Represented by: xxxxxxxx., Vice-Rector for Research and Development Registered office at: Technická 5, 166 28 Prague 6, Czech Republic, VAT No.: 60461373 (hereinafter referred to as "UCT Prague") as Sending organisation

**Institute of Physiology of the Czech Academy of Sciences**

Represented by: xxxxxxxxx director

Registered office at: Vídeňská 1083,142 00 Praha 4, Czech Republic

VAT No.: 67985823

(hereinafter referred to as "FGU") as Receiving organisation

**sssssssss**

Date of birth:sssssssss

Correspondence address:xxxxxxxxxx

Personal employee ID: xxxxxxxx

(hereinafter referred to as "Researcher"),

1. **PREAMBLE**

In accordance with a mutual desire to promote international academic, cultural and scientific exchange, the Institute of Physiology of the Czech Academy of Sciences (FGU) and the University of Chemistry and Technology, Prague (UCT Prague), have agreed to cooperate within the framework of the principles mentioned below.

1. **SUBJECT MATTER OF THE AGREEMENT**

* On the basis of this Agreement, the contracting Parties agreed on cooperation in connection with the below specified project, in which the Sending organisation is the beneficiary of a grant.

o Programme: Horizon Europe

o Type of Action: Marie Sktodowska-Curie Actions, Postdoctoral Fellowships - European Fellowships

o Call: HORIZON-MSCA-2022-PF-01

o Project title: Development of advanced bioglass-polymer scaffolds for OSTEOCHONdral interface tissue regeneration

o Project acronym: OSTEOCHON

o Grant Agreement: No 101110312, signed on 17/04/2023

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| **UNIVERSITY OF CHEMISTRY AND TECHNOLOGY PRAGUE** | Secondment Agreement | **FYZIOLOGICKŸÛSTAVAVCR** |

* As part of the OSTEOCHON project, the Receiving organisation agreed to host the Researcher for a secondment as described in the project proposal (Annex 1 of the Grant Agreement).
* The Parties expressly declare that before entering into this Agreement they made themselves familiar with the OSTEOCHON Grant Agreement, including Annex 1.

1. **DURATION OF THE SECONDMENT**

The OSTEOCHON project is implemented during 24 months, from 1 September 2023 until 31 August 2025. The secondment to the Receiving organisation will take place within the period starting on 1 December 2024 and ending on 31 July 2025.

• The secondment to the Receiving organisation will be implemented via several periods, not exceeding a duration of 6 months in total. The exact dates of the secondment periods will be agreed by the Parties with sufficient advance notice.

1. **OBLIGATIONS OF THE SENDING ORGANISATION**

* The Sending organisation will be the employer of the Researcher during the whole period of the project duration, including during the secondment to the Receiving organisation.
* The classification of the job position and the remuneration of the Researcher are set out in the employment contract.
* The Sending organisation shall pay a salary to the Researcher for the work performed, and mandatory social security and health insurance, during the whole period of the project duration, including the secondment.

1. **OBLIGATIONS OF THE RECEIVING ORGANISATION**

* The Receiving organisation agrees to provide the Researcher with appropriate conditions to allow him to perform the research activities in accordance with the OSTEOCHON project.
* The Receiving organisation ensures to the Researcher the possibility to work at its premises and shall provide the Researcher with supervision, training (including any required health and safty trainining for laboratory work) and necessary means for carrying out the research activities related to the OSTEOCHON project for the whole duration of the secondment.
* The Researcher's Supervisor at the Receiving organisation during the period of secondment will be xxxxxxxxxxxxxxx.

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| **UNI CHEMISTRY** | **VERSm ANDTE »RAGUE** | **roF**  **CHNOLOGY** | Secondment Agreement | FYZ«ICKÝÚSIAVAVČR |

* The Researcher's regular workplace at the premises of the Receiving organisation will be at the address: Fyziologický ústav AV ČR, v. v. i., Vídeňská 1083,142 00 Praha 4.
* The Receiving organisation shall ensure that the Researcher enjoys at the place of secondment implementation at least the same working conditions and standards of safety and occupational health as those awarded to local researchers holding a similar position.
* The Receiving organisation shall provide reasonable assistance to the Researcher in all administrative procedures that may be required internaly in relation to the secondment.
* The Receiving organisation shall assist the Researcher in securing necessary evidence of the secondment implementation at its premises (audit trail).

1. **INTELLECTUAL PROPERTY RIGHTS**

* All results created by employees of the Sending organisation shall be the property of the Sending organisation. All results created by employees of the Receiving organisation shall be the property of the Receiving organisation.
* Inventions made jointly by employees of both Parties in the course of the project shall belong to both Parties jointly. Within the time limit of four months for releasing employee inventions, the Parties will enter into an agreement in writing regarding the inventors' shares, the application for intellectual property rights (including the lead management in each case), the maintenance and defense of the intellectual property rights, the costs and the compensation for commercial use. If one Party wishes to use the joint invention commercially or grant licenses to third parties, this shall require prior agreement between the Parties with regard to an appropriate compensation of the other Party.
* During the Term of this Agreement, the Parties shall be entitled to use the Pre­existing Intellectual Property Rights of the other Parties on a royalty free and non­exclusive basis as far as needed and as far as there are no conflicting third-party rights for the carrying out of the subject matter of the Agreement.
* The Parties agree that both of them shall be entitled to publish or present the results of the project for non-commercial purposes. Prior to the publication or presentation, as described in the previous sentence, the Parties shall agree on the form of publication or presentation in relation to the pre-existing Intellectual Property Rights of the other Party. The Receiving organisation will be designated as the co-author.



1. **CONFIDENTIALITY**

* Any information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to the other Party (the "Recipient") in course of this Agreement which has been marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) calendar days at the latest as confidential information by the Disclosing Party, is "Confidential Information".
* The Recipient hereby undertakes, for a period of five (5) years after final payment for the OSTEOCHON project:
* not to use Confidential Information other than for the purpose for which it was disclosed;
* not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
* to ensure that internal distribution of Confidential Information takes place on a strict need-to-know basis; and
* to return to the Disclosing Party on demand all Confidential Information which has been supplied to the Recipient including all copies thereof and to delete all information stored in machine readable form. If needed for the recording of ongoing obligations, the Recipient may, however, request to keep a copy for archival purposes only.
* The Recipient shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of this Agreement and/or after the termination of employment.
* The above shall not apply to Confidential Information if and in so far as the Recipient can prove:
* the information has become publicly available by means other than a breach of the Recipient's confidentiality obligations;
* the information is communicated to the Recipient without any obligation of confidentiality by a third party who is in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
* the information is developed by the Recipient independently of any such disclosure by the Disclosing Party; or was already known to the Recipient prior to disclosure.

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| **UNI CHEMISTRY** | **VERSIP ANDTE ’RAGUE** | **fOF CHNOLOGY** | Secondment Agreement | FYZlOGimSJAVAVCR |

• The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of this Agreement as with its own confidential and/or proprietary information, but no case less than reasonable care.

1. **INTERPRETATION OF THE AGREEMENT, ANNOUNCEMENTS AND COMMUNICATIONS**

* All announcements and communications to be made under this Agreement shall be in writing. It shall be deemed to have been served when personally delivered or if transmitted by electronic or digital transmission provided that such transmission is confirmed by receipt of a successful transmission report and confirmed by mail.
* The responsible contact persons at the Sending organisation are the Researcher's Supervisor xxxxxxxxxxx ([xxxxxxxxx@vscht.cz](mailto:xxxxxxxxx@vscht.cz)) and project administrator xxxxxx ([xxxxxxxxx@vscht.cz](mailto:xxxxxxxxx@vscht.cz)). The responsible contact person at the Receiving organisation is the Secondment Supervisor xxxxxxxxxx ([xxxxxxxxxxxxz](mailto:Lucie.Bacakova@fgu.cas.cz)).

1. **CHANGES TO THE AGREEMENT**

• This Agreement may be modified or amended solely by means of written amendments to be signed by both Parties.

1. **GOVERNING LAW AND JURISDICTION**

* The Parties endeavour to settle disputes or differences arising in connection with this Agreement amicably.
* The Parties have agreed this Agreement shall be governed by, and constructed in accordance with, the laws of the Czech Republic, without giving effect to any conflict of law rules.
* The Parties agree that all disputes or claims arising out of or in connection with this Agreement shall be finally settled by the general court of the Czech Republic.

1. **ENTIRETY OF THE AGREEMENT AND SEVERABILITY OF ITS INDIVIDUAL PARTS**

* If any provision of this Agreement proves to be unenforceable, the Parties shall replace it with an enforceable provision with the same or closest similar meaning, and this Agreement shall remain unaffected as a whole.

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| **UNI CHEMISTRY** | **VERSUS ANDTE ’RAGUE** | **fOF CHNOLOGY** | Secondment Agreement | FYZlOGimmVAVČR |

* This Agreement constitutes the entire agreement between the Parties in respect of the subject matter of agreement and supersedes all previous negotiations, commitments and written documents concerning the subject matter of the Agreement, including any memorandum of understanding between the Parties (whether or not with others) which relate to the subject matter of Agreement.
* The Parties acknowledge that this Agreement is subject to the legislation of the Act no. 340/2015 Coll., on the Registry of Contracts, and therefore this Agreement will be disclosed in the registry according to Section 4 of this act.
* This Secondment Agreement is subject to the responsible Czech authorities granting any approval, which may be necessary pursuant to the legal provisions for the transfer of know-how, objects etc.
* This Agreement shall be drawn up in English, in two copies of which shall each Party receive one.

1. **DURATION OF THE AGREEMENT**

• The Agreement will become valid upon the date of signature by both Parties and effective upon the date of disclosure to the public register in compliance with the Act no. 340/2015 Coll., on the Registry of Contracts and shall be concluded for a definite period expiring on the last day of the secondment as defined in the section 3 of this Agreement.

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| **UNI CHEMISTRY** | **VERSIT ANDTE PRAGUE** | **roF CHNOLOGY** | Secondment Agreement | **FYZIOLOGICKÝ ÚSTAV AVČR** |

**On behalf of the Institute of Physiology of the Czech Academy of Sciences (FGU)**

**Signature:**

**Name:** xxxxxxxxxxxxxxx

**Title:** Director of FGÚ

Date: -1 5 -11- 2024

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| **UNIVERSITY OF CHEMISTRY AND TECHNOLOGY PRAGUE** | Secondment Agreement | **FYZIOLOGICKÝ ÚSTAV** AV ČR |

**On behalf of the University of Chemistry and Technology, Prague (UCT Prague)**

**Signature:**

**Name:**

**Title:** Vice-Rector for Research and Development 29.11.2024

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| **UNI CHEMISTRY** | **VERSIT1 ANDTE >RAGUE** | **f OF CHNOLOGY** | Secondment Agreement | **FYZIOLOGICKÝ ÚSTAV AVČR** |

**Researcher**

**Signature:**

**Name:**

**Title:** Researcher

**Date:**