# Aurora 2030 support for Academic collaboration and community building PROJECT AGREEMENT – KA1

This agreement shall govern relations between:

University of Iceland (Coordinator Host Institution), company number 600169-2039, Address: Sæmundargotu 2, 101 Reykjavík, Iceland

Hereafter named "the Coordinator", represented by

and

Palacký University Olomouc

Entity ID: 61989592

Address: Křížkovského 511/8, 779 00 Olomouc

Hereafter named "the Beneficiary", represented by

Name: prof. MUDr. Martin Procházka, Ph.D., its rector

Position: rector

Contact information (email):

and

Université Paris-Est Créteil

Address: 61, avenue du Général de Gaulle, 94010 Créteil Cedex France

Hereafter named as "ARC host", represented by

#### WHERAS

A. This grant is provided as part of Work Package T5.2 *Academic collaboration and community building* of Aurora 2030 Erasmus+project funded by the European Commission, as described in WP5 of the attached Description of Action (DoA, see AnnexB) and is part of a call aimed at building collaboration between Aurora researchers. The funding is allocated towards networking and community building for Aurora research groups, in accordance with Erasmus+Regulations.

B. UI, as the Coordinator of the Aurora 2030 Project, and on behalf of Task Team 5.2., as described in the DoA, oversees seed funding grants for innovative, challenge-based research collaboration projects. Aurora Research Council (ARC) oversees the evaluation of applications and related reports as stated in Article 9 of this contract.

C. The subject matter of this Agreement and related information in the annexes attached form an integral part of this contract, which each party declares to have read and approved. Therefore, this agreement shall regulate relations between the Coordinator and the Beneficiary, jointly referred to as the parties, and their respective rights and obligations.

The Parties hereto have agreed as follows:

# Article 1-Purpose

The Purpose of this Grant Agreement between the Coordinator, the ARC host and Beneficiary (hereafter referred to as simply the Agreement) is as follows:

 Describing the rights and obligations of the Parties to this Agreement and the innovative, challenge-based research collaboration project. From herein, the Project refers to the responsibilities of the beneficiary and Principal Investigator (PI) as described in the grant application (Annex A, hereinafter called application).

#### Article 2-Duration

- The project referred to in Annex A is for a duration of 24 months. It starts on 01,02,2025 and ends on 31.01.2027.
- 2. This agreement comes into ef ect on the date it is publicized in the Czech Register of Contracts in accordance with section 6 par. 1 of the Czech Act No. 340/2015 Coll. on Special Conditions for Ef ectiveness of Some Contracts, the Publication of these Contracts and the Register of Contracts, as amended (Ef ective Date) and terminates on the date of the payment of last payment to the Beneficiary or when all Parties have fulfilled their contractual duties, whichever occurs first.

## Article 3 - Obligations and role of the Beneficiary

 The Beneficiary carries out the tasks listed in the work plan in the Grant Application sent to the Aurora Research Council (ARC) before the Project begins (Annex A - the application).

- 2. The overall performance and implementation of the project shall be carried out by the Beneficiary and Aurora collaborators named in the application.
- 3. It is ultimately the responsibility of the Beneficiary to ensure that the project is carried out according to the work plan.

## Furthermore, the Beneficiary:

- 4. Must make appropriate arrangements to implement the project properly. The arrangements must be consistent with the terms of the Agreement.
- 5. Take all the steps necessary to prepare for, perform and correctly manage the work set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Agreement;
- 6. Communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
- 7. Inform the Coordinator together with the Aurora Research Council office immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the project set out in the Agreement;
- 8. Submit in due time to the ARC an intermediate report after 15 months from the start of the project, as set out in Art. 2 par. 1 hereof, and a final project report, as well as all the necessary documents required for evaluations.
- 9. Presents the project outcomes at an Aurora event.
- 10. 7. Distributes the obtained funding to project partners according to the budget (annex 1) or will manage the budget centrally.

# Article 4 – Obligations of the Coordinator

#### The Coordinator must:

- 1. Take all the steps necessary to prepare for, perform and correctly manage and monitor the work set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Agreement;
- 2. Send to the Beneficiary a copy of any official documents concerning the project;
- 3. Notify and provide the Beneficiary with any amendment made to the Agreement.
- 4. Define in conjunction with the Beneficiary the role and rights and obligations of the three parties, including those concerning the attribution of the intellectual property rights, in accordance with Article 13 herein;
- 5. The Coordinator is not entitled to act or to make legally binding declarations on behalf the Beneficiary unless explicitly stated otherwise in the DoA or this Agreement. The Coordinator shall not enlarge its role beyond the tasks specified in this Agreement, and the DoA.

## Article 5 - Obligations of the ARC host

#### The ARC host must:

- 1. Receive and Review reports made by the Beneficiary and notify the Coordinator of whether such reports are acceptable by ARC host.
- 2. Monitor the Work conducted by the Beneficiary, as deemed necessary by Coordinator.

#### Article 6 - Payments

- 1. The Coordinator commits to carrying out payment of the grant relating to the subject matter of this agreement (pecuniary contribution for the project implementation) to the Beneficiary. The payment, made to the Beneficiary for the entire project for the contractual period shall be of a maximum amount of 15,000 € and shall be in the form of lump sum and payable by the Coordinator via bank transfer to the bank account of the Beneficiary stated in the Art. 7 hereof within 30 days after signing of the agreement.
- 2. In case the Beneficiary has received excess payment than stated in the Article 7.1 the Beneficiary has to return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Project Agreement.

# Article 7 - Beneficiary's Bank Account



## Article 8 - Monitoring and reporting

- The Beneficiary shall provide the Aurora Research Council office with any information that the latter may request concerning the carrying out of the Work plan covered by this agreement without delay.
- The Beneficiary shall make available to the Aurora Research Council office any document making it possible to check that the Work Plan in Annex A is being or has been carried out. The ARC host will inform the Coordinator in case of any difficulties occur in the project implementation.
- 3. After 15 months from the start of the project, as set out in Art. 2 par. 1 hereof, the Beneficiary must complete and submit an intermediate report on the implementation of the Project to the ARC office manager
- 4. Within 3 months after the end date of the Project, the Beneficiary must complete and submit a final report on the implementation of the Project to the ARC host. The report must contain the information needed to justify the contributions requested. The ARC host shall notify the Coordinator whether the Final report is acceptable or not.

5. The intermediate report and final report should contain a breakdown of expenditures per partner and per budget item.

#### Article 9 – Liability

1. Each contracting Party shall release the other Parties each other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel.

## Article 10 - Confidentiality

- 1. All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" or "sensitive" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information.
- 2. The Parties may enter a separate non-disclosure agreement, if needed.

#### Article 11 – Termination of the contract

- The Coordinator or ARC host may terminate the agreement if the Beneficiary or Project Manager have inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure, after notification of the Beneficiary by email has remained without sufficient remedy for 30 calendar days.
- The Beneficiary may terminate the agreement if the Coordinator or ARC host has inadequately
  discharged or failed to discharge any of the contractual obligations, insofar as this is not due to
  force majeure, after notification of the Coordinator or ARC host by email has remained without
  sufficient remedy for 30 calendar days.
- 3. Force majeure' means any situation or event that prevents party from fulfilling their obligations under the Agreement, was unforeseeable, exceptional situation and beyond the Parties' control, was not due to error or negligence on their part (or on the part of third parties involved in the action) and proves to be inevitable in spite of exercising all due diligence. The following cannot be invoked as force majeure: any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, labor disputes or strikes. Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects. The Parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible. The Party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.
- 4. The Beneficiary shall immediately notify the ARC office, supplying all relevant information, of any event likely to prejudice the performance of this contract.

## Article 12 - Damages for Non-performance

- If the present Project Agreement is terminated because the Beneficiary or Project Manager fails
  to perform their obligations under the present agreement, insofar as this is not due to force
  majeure, the rights and licenses granted to the Beneficiary pursuant to the agreement shall
  cease immediately.
- Furthermore, if the Project Agreement is terminated by the Coordinator or ARC host due to nonperformance of obligations by the Beneficiary or Project Manager, the Beneficiary shall be responsible for and reimburse, without delay, any payments made to the Beneficiary by the Coordinator.

## Article 13 - Dissemination obligations

- 1. The Beneficiary must promote the action and its results within the project referred to in Annex A by providing targeted information to multiple audiences (including the media and the public), in accordance with the Grant Agreement and in a strategic, coherent and effective manner.
- 2. Communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.) and dissemination activities funded by the grant must acknowledge the EU support and display the European flag (emblem) and funding statement as well as an acknowledgment to Aurora displaying the Aurora logo.

#### Article 14 - Ownership and Use of the Project Results

1. Results are owned by the Party that generates them.

#### Article 15 - Applicable laws and settlement of disputes

- This Agreement shall be construed in accordance with and governed by the laws of Iceland.
- 2. The parties shall strive to settle any dispute arising from the interpretation or performance in connection with this Agreement through friendly consultation or negotiation within 30 calendar days after one party asks, in writing for consultation or negotiation. In case no settlement can be reached through consultation or negotiation after 30 calendar days or the commencement thereof, each party can submit the dispute before the Reykjavik District Court.

# Article 16 - Amendments or additions to the agreement

1. Amendments to this agreement shall be made only by a supplementary, written Agreement signed by duly authorised representatives of the Parties on one deed whereas the parties exclude the binding effect of an act meant to change this agreement done in any other form.

#### **Annexes**

- A. Grant Application, Work Plan and Budget
- B. Description of the Action (DoA) from the European Commission

# **SIGNATURES**

For the Beneficiary	For the Coordinator		
Martin Procházka Regtor			
	University of Iceland		
Done in <u>Olomouc</u> , C <del>2</del> Date: 24.1.2025	Done in Date:		
For the <b>Project manager/ principal investigator</b>	For the <b>ARC host</b>		
	Aurora Research Council		
Faculty of Health Sciences			
Done in <u>Domouc</u> <sub>1</sub> C <del>2</del> Date: 24.1.2025	Done in cretell, February 20, 2025 Date:		

## **ANNEX A**

