

**AGREEMENT ON SCIENTIFIC COOPERATION
BETWEEN
THE CZECH ACADEMY OF SCIENCES
AND
CONSIGLIO NAZIONALE DELLE RICERCHE OF ITALY**

Preamble

The Czech Academy of Sciences – (*Akademie věd České republiky*), hereinafter referred to as “CAS”, established by Act No. 283/1992 Coll. with its registered seat at Národní 1009/3, 117 20 Prague, Czech Republic, represented by its President prof. Eva Zažímalová and

Consiglio Nazionale delle Ricerche of Italy, hereinafter referred to as “CNR”, with its registered seat at 7, Piazzale Aldo Moro, Roma, Italia, represented by its President prof. Massimo Inguscio,

hereinafter referred to as Parties, recognizing the importance of international scientific cooperation, have concluded the following Agreement on Scientific Cooperation (hereinafter referred to as “Agreement”) with the objective to promote and develop the possibilities of scientific cooperation of scientists in both countries.

Article I

Objectives and Forms of Cooperation

The Agreement shall serve as a basis for the promotion and support of scientific cooperation between the Parties in all fields of their competence, and in accordance with valid national legislation.

The prospective cooperation under the Agreement shall be realized in the form of Joint Mobility Projects; a project based support of exchange of researchers and research. Joint Mobility Projects shall be carried out by research teams from both Parties. Financial support of mobility shall be provided for visits of the research team members along with a contribution to the research expenses.

Other cooperation activities which may include actions conducive to mutual exchange of information and knowledge transfer, networking and promotion of excellence, and other may be defined upon mutual agreement of the Parties.

All cooperation activities shall be based upon the principle of reciprocity for the mutual benefit of both Parties. The exact definition and detailed conditions of individual cooperation activities shall be specified in the Protocol, which is an integral part of this Agreement.

Article II Implementation

1. Cooperation shall be executed through the international cooperation units of the Parties.
2. Financial provisions shall be provided under conditions designated under the Agreement unless situations, such as budget cuts or limited budget drawing as a result of provisional arrangements, occur.
3. Details of implementation of the Agreement shall be determined in the Protocol. Conditions defined in the Protocol must specify the call for proposals, schedule, selection process, financial conditions and other details of implementation.
4. The course of cooperation shall be regularly reviewed.
5. The Parties commit to solve any differences which may arise during the implementation of the Agreement by means of negotiation or exchange of correspondence between the Parties.

Article III Protection of Intellectual Property Rights and Confidentiality

Intellectual property rights shall belong to the researcher(s) and/or the researcher's employing institution. Should the results on the joint research be patented, both parties-in compliance with provisions in force in the two Countries-will agree upon the conditions to legally regulate the joint invention in the respective territories and in other countries. Due acknowledgement of support received from the Parties should be made in any publication resulting from the research.

Neither Party may disclose to any third person any confidential or business information which may arise from the cooperation under this Agreement without prior written consent of the other Party. Such obligation shall not be governed by the duration of this agreement.

Article IV Final provisions

1. The Agreement shall come into force upon its signature by the Parties. It shall remain valid (in force) for a period of 6 years, after which it shall be automatically renewed for subsequent periods of 6 years unless a written notice of termination has been given by either Party at least six (6) months prior to its renewal.
2. The termination of the Agreement shall not affect the ongoing or approved activities under the terms of the Agreement.

3. The Agreement of 10 December, 2012 shall terminate by the day of signature of this Agreement. Termination of the agreement of 10 December 2012 shall not affect running cooperation activities, which shall be accomplished as planned in the protocol of 7 January 2013 between the Parties.
4. The Agreement can be modified and amended on the basis of the mutual consent of both Parties made in written form.
5. The Agreement is signed in two identical copies in English having both the same validity and each Party shall obtain one of the above mentioned copies.

On behalf of the
Czech Academy of Sciences

On behalf of the
Consiglio Nazionale delle Ricerche
of Italy

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Prof. Eva Zažímalová
President
In Prague on

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Prof. Massimo Inguscio
President
In Roma on

**PROTOCOL
TO THE AGREEMENT ON SCIENTIFIC COOPERATION
BETWEEN
THE CZECH ACADEMY OF SCIENCES
AND
CONSIGLIO NAZIONALE DELLE RICERCHE
FOR THE PERIOD 2019 - 2021**

Preamble

The Czech Academy of Sciences – the CAS (*Akademie věd České republiky*) and The Consiglio Nazionale delle Ricerche of Italy (CNR), hereinafter referred to as Parties, in compliance with article II of the Agreement on Scientific Cooperation signed on March 15, 2018, agree upon the following Protocol to the Agreement, hereinafter referred to as the Protocol.

Article I

Objectives and forms of cooperation

1. The Protocol has been signed in order to specify the terms of the implementation of the Agreement between the Parties for cooperation activities performed in the period 2019 - 2021.
2. The cooperation shall be carried out in the form of joint mobility projects.

Article II

Joint mobility projects

1. The aims of the joint mobility projects are:
 - Improvement of scientific cooperation between both countries;
 - Stimulation of involvement of young researchers and PhD students;
 - Support of research teams aspiring to cooperate on large international projects in the future;
 - Enabling the use of methodology, infrastructure and equipment for the mutual benefit of both institutions.
2. The Call for proposals of joint mobility projects will be announced by each Party every three years.

The Parties agree that up to 3 (three) joint mobility projects shall be approved within each call. The duration of each joint mobility project will be three years.

Approved projects shall be listed in the Annex which is an integral part of the Protocol.
3. Eligible for project proposal submission are:
 - on the Czech side, employees of the institutes of the CAS;
 - on the Italian side, employees of the institutes of the CNR.

4. Both Parties shall mutually approve a list of submitted proposals.
5. Evaluation and selection:
 - Project proposals shall be submitted to both Parties.
 - At the national level, each Party evaluates submitted proposals based on its internal rules and prepares a ranking list.
 - At the international level, both Parties exchange their ranking lists, merge them, negotiate the final ranking and approve the proposals selected for funding. Total number of projects approved for funding is dependent on the financial possibilities of both partner organizations.
6. Implementation of approved joint mobility projects:
 - The projects shall be realised according to the internal procedures of both Parties.
 - Changes in the research teams, etc.: the national principal investigator shall submit the request for change to the national contact person. The request shall be reviewed and the national principal investigator shall be informed about the result by the national contact person. In the case of approval the national contact person shall notify the other Party.
 - Annual and final reports shall be submitted by 31 January of the following year.
7. The call for proposals, schedule and other details of implementation shall be agreed upon by both Parties.

Article III

Financial Provisions

1. Each Party shall provide financing expenses of its research team members in selected projects; participants from its own country financial contributions shall be calculated and provided in compliance with the valid national legislation and internal regulations of the Parties.
2. CAS funding regulations:
 - The maximum financial contribution for Czech researchers is 100,000 CZK per project per year.
 - Eligible costs are:
 - Mobility costs (min. 50%): travel, living expenses;
 - Research costs (min. 30%): consumables, services, small equipment, and networking.
 - Non-eligible costs are: personnel, large equipment (exceeding 40,000 CZK), overheads.
 - The ratio between mobility and research costs shall be maintained on the project level as well as yearly. Transferring financial contributions between these two categories is allowed if the minimal ratio for both categories is maintained.
 - The course of project implementation shall be monitored through annual and final reports including use of financial means and justification of costs and transfers between categories. There are no eligible indirect costs.
3. CNR funding regulations:

Financial contribution for joint mobility projects can only be granted to the research network of the CNR

CNR will provide up to 4,000.00 Euro for each project per year to the Italian research team, including (international and domestic) travel, and accommodation expenses.

Principal Investigator is responsible for the use of the funding provided by CNR to implement joint activities.

4. The course of project implementation shall be monitored through annual and final reports including use of financial means and justification of costs and, for CAS side only, the transfers between categories. There are no eligible indirect costs.

Article IV Medical Insurance

Visitors should have a valid health insurance entitling the holder to free emergency medical treatment in the host country. The responsibility for the provision of adequate insurance against accidents that may occur during the stay in the host country rests with the Sending Party. The Receiving Party shall provide the visitor with all indispensable organisational assistance in situations requiring such steps

Article V Final provisions

1. The Protocol shall come into force upon the signature of both Parties and shall remain valid until 31 December 2021. The implementation of the Protocol shall not be affected by the termination of the Agreement.
2. The Protocol may be amended based on the mutual consent of the Parties made in written form.
3. The Protocol is signed in two identical copies in English with the same validity and each Party shall obtain one copy.

On behalf of the
Czech Academy of Sciences

On behalf of the
Consiglio Nazionale delle Ricerche

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RNDr. Hana Sychrová, DrSc.
President of the Council for International
Affairs, CAS

.....
Dra. Virginia Coda Nunziante
Head, International Relations Office

In Prague on

In Roma on