

# **Agreement on Scientific Cooperation**

**(hereinafter referred to as the Agreement)**

concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., The Civil Code

## **Article I**

### **THE PARTIES**

**Institute of Molecular Genetics AS CR, v.v.i.**

**with its Registered Office** at Vídeňská 1083, 142 20, PRAGUE 4

**represented by** RNDr. Petr Dráber, DrSc., director

**Business ID:** 68378050, **IBAN:** CZ1201000000198482430287

(hereinafter referred to as the "**Recipient**")

and

**Institute of Molecular Cancer Research, University of Zurich**

**with its Registered Office** at Winterthurerstrasse 190, CH-8057, Zurich

**represented by** Prof. Dr. Anne Müller, chair of Boards of Directors

**Business ID:** CHE-115.665.634, **IBAN:** CH51 0070 0110 0001 0959 4

(hereinafter referred to as the "**Partner**")

have concluded this Agreement on Partnership (hereinafter referred to as the "Agreement") on the following day, month and year: **09.06.2018 - 08.12.2018 and 07.01.2019 - 06.03.2019**

## **Article II**

### **THE SUBJECT AND THE PURPOSE OF THE AGREEMENT**

The subject of this Agreement is the adjustment of the legal status of the Recipient and of its Partner, and their roles and responsibilities, as well as the adjustment of their mutual rights and obligations in regard to the implementation of the Project pursuant to Paragraph 2 of this Article of the Agreement.

The purpose of this Agreement is to regulate the mutual cooperation of the Recipient and the Partner who are jointly applying for the implementation of the Project entitled **Support of**



**Professional Development**, the Theme 'Úloha RNA:DNA hybridů tvořených v G1 fázi buněčného cyklu a jejich vliv na stabilitu lidského genomu' ('Role of RNA:DNA hybrids formed in G1 phase of the cell cycle and their effect on the stability of human genome') within the framework of the Operational Programme Research, Development and Education (hereinafter referred to as the "Project"); while the Project Documentation represents an appendix to this Agreement.

The Recipient and its Partner are required to proceed in accordance with the Rules for Applicants and Recipients that are provided in the legal act on the granting of the aid or in the other methodological guidelines that are issued by the Managing Authority (the Ministry of Education, Youth and Sports).

During the project, the researcher [REDACTED] will work exclusively on non-economic activities, both during her main activity and in the event of a secondment.

### Article III

#### THE RIGHTS AND OBLIGATIONS OF THE PARTIES

The Parties have agreed to participate in the implementation of the Project referred to in Article II of this Agreement as follows:

1. The Recipient will carry out the following activities:
  - Project management,
  - the preparation of the Project proposal and its amendments and additions,
  - the ongoing evaluation of the Project's activities,
  - the evaluation of comments and the assessment of the Project's outputs,
  - Project publicity,
  - processing reports regarding implementation and submitting payment requests,
2. The Partner will carry out the following activities:
  - in the Project it will play the role of a Host Institution in accordance with the aid application,
  - it will also provide the researcher with all the infrastructure necessary for achieving the Project's objectives - see the aid application
  - mentoring the researcher during the Project - see the aid application.
3. The Recipient and the Partner both undertake to assume full responsibility for the performance of the activities to be implemented in accordance with this Agreement.
4. Both Parties are required to act in a manner that does not jeopardise the implementation of the Project nor the interests of the Recipient and the Partner.
5. The Partner additionally undertakes:



- upon the Recipient's request to provide in writing without reasonable delay any additional information that is required which is related to the implementation of the Project,
  - during the implementation of the activities pursuant to this Agreement to promote the Project in accordance with the guidelines set out in the Rules for Applicants and Recipients;
  - will promptly inform the Recipient of any changes that have occurred in respect of the Project and/or of any changes in the activities that the Recipient is carrying out pursuant to this Agreement.
6. The Recipient undertakes to inform the Partner of all the details that are decisive for the fulfilment of their obligations pursuant to this Agreement.

#### **Article IV**

##### **PROJECT FINANCING**

1. Pursuant to Article II of the Agreement the Project will be financed from funds that will be provided to the Recipient in the form of financial aid based on the legal act on providing aid from the Operational Programme Research, Development and Education.
2. Expenditure on the activities by which the Recipient and the Partner participate in the Project are detailed in the aid application, which constitutes Appendix No. 2 to the Agreement.

The total financial contribution of the Recipient and the Partner in the Project totals:

- a) Recipient: CZK 1,175,758.00
  - b) Partner: CZK 0.00
3. A Partner does not provide any financial contribution to the Project budget. Activities referred to in Article III are carried out by the Partner without any entitlement to reimbursement of the expenses incurred by the Recipient.

#### **Article V**

##### **LIABILITY FOR DAMAGE**

1. The Recipient is both legally and financially responsible for the correct and lawful use of the financial aid that is provided based on a legal act on the granting/transferring of aid to a financial aid provider, i.e. the Ministry of Education, Youth and Sports.
2. The Partner shall not be liable for any damage(s) caused by the activity or an omission of the Recipient.



## **Article VI**

### **THE OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES**

1. The Parties shall refrain from any activity that might prevent or hinder the achievement of the purpose of this Agreement.
2. The Parties are obliged to inform each other concerning the details that are decisive for the fulfilment of this Agreement and/or for the implementation of the Project in accordance with the legal act on granting the aid, without undue delay.
3. In the course of the implementation of the Project the Parties are obliged to act ethically, fairly, transparently and in accordance with good manners.
4. The Parties will maintain the secrecy each other's confidential information (e.g. relating to their business, scientific or other activities) that may be disclosed to them in the course of the Project, until such time as it lawfully enters the public domain or permission is given for its disclosure.
5. Any publications arising from the Project shall be made jointly and give due credit to each Party.
6. Nothing in this Agreement shall affect the ownership of intellectual property rights existing prior to this Agreement or generated outside of its scope ('Background IP'). Any developments and/or modifications to Background IP belonging to a party made in the course of carrying out the Services shall be the property of the party owning that Background IP.

The results of the Project, including any intellectual property rights ('Project IP') shall automatically become the property of the Recipient which shall grant the Partner an automatic, non-exclusive, royalty-free licence to use Project IP for its own purposes of teaching and research, subject to its maintaining the obligations of confidentiality herein.

## **Article VII**

### **THE DURATION OF THE AGREEMENT**

1. The Agreement is concluded for the entire period of the duration of the Project.

## **Article VIII**

### **OTHER PROVISIONS**

1. Any changes to this Agreement may be made only by an agreement between the two Parties in the form of written amendments that have been signed by the authorised representatives of the Parties. This Agreement will become valid and become effective on the date that it is signed by both of the Parties.



2. In the event of any dispute or question, arising from this Agreement, the Parties will endeavour to settle such matters amicably between themselves in good faith, initially at academic level, but if this is not successful within a period of fourteen (14) days, through appropriate responsible senior officers from their respective organisations. Only if such discussions are unsuccessful shall the matter be taken further for resolution.
3. The relations of the Parties that are not expressly defined by this Agreement shall be governed by Act No. 89/2012 Coll., The Civil Code and other generally binding legal regulations of the Czech Republic.
4. This Agreement is drawn up in four counterparts, two for each of the Parties.
5. The following appendices also comprise an integral part of this Agreement:  
Appendix No. 1: Project Documentation  
Appendix No. 2: Aid Application
6. The Parties declare that this Agreement was made on the basis of their own true and free will, not under duress nor under any other noticeably unfavourable conditions.
7. This Agreement shall become effective as of the date of the coming into force of the legal act on granting aid for the Project. In the event of any discrepancy between this Agreement and the legal act on granting the aid, the wording of the legal act on granting the aid is decisive.

In Prague, on 18.5.2018

Recipient



In Znojmo, on 24.2018

Partner

