

**AGREEMENT ON SCIENTIFIC COOPERATION
BETWEEN
THE CZECH ACADEMY OF SCIENCES
AND
THE UNIVERSITY OF MEMPHIS**

Preamble

The Czech Republic-The Czech Academy of Sciences (Česká republika-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

and

the University of Memphis, hereinafter referred to as UoM, established in 1912 as a State of Tennessee public research university, represented by its President,

hereinafter referred to as Parties, recognizing the importance of international scientific cooperation have entered into the following Agreement on Scientific Cooperation with the objective to promote and develop the possibilities of scientific cooperation between researchers in both countries.

Article I

Objectives and Forms of Cooperation

1. 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. If the Parties agree to undertake specific joint projects with legally binding obligations, they will develop separate written agreements that set forth each Party's obligations.
2. The prospective cooperation under the Agreement shall be realized in the form of Joint Mobility Projects; project based support for exchange of researchers and research. Joint Mobility Projects shall be carried out by research teams from both Parties. Financial support for mobility projects shall be provided to facilitate visits of the research team members and support collaborative research as outlined in the Protocol to the Agreement.
3. Other cooperation activities, which may include actions conducive to mutual exchange of information and knowledge transfer, networking and promotion of excellence, and others may be defined upon mutual written agreement of the Parties.

4. 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 to the Agreement and must be agreed to in writing by the Parties.

Article II Implementation

1. Cooperation shall be executed through 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 work to resolve 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

1. Treatment of any intellectual property rights developed through collaborations under this Agreement shall be set forth in a separate written agreement.
2. To the extent allowed by applicable law, 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. UoM is a public institution of higher learning. As an entity of the State of Tennessee, under the constitution and laws of the State of Tennessee it possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Tennessee. Notwithstanding any other provision to the contrary, nothing in this Agreement is intended to be, nor shall it be construed to be, a waiver of the sovereign immunity of the State of Tennessee or a prospective waiver or restriction of the rights, remedies, claims and privileges of the State of Tennessee. Moreover, notwithstanding the generality or specificity of any provision herein, the provisions of this Agreement as they pertain to the University are enforceable only to the extent authorized by the Constitution and laws of the State of Tennessee.
2. Agreement shall come into force upon its signature by the Parties. It shall remain valid for a period of five (5) years, after which it shall be automatically renewed for subsequent periods of five (5) years unless a written notice of termination has been given by either Party at least six (6) months prior to its renewal.
3. The termination of the Agreement shall not affect the ongoing or approved activities under the terms of the Agreement.

4. The Agreement can be modified and amended on the basis of mutual consent of both Parties made in written form.
5. The Agreement was signed in two identical copies in English with the same validity and each Party will retain one copy.

On behalf of The Czech Republic-
The Czech Academy of Sciences

On behalf of
the University of Memphis

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Professor Eva Zažímalová
President
Czech Academy of Sciences

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Professor David Rudd
President
University of Memphis

In Memphis on 25 October 2018.

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