

# **EXPRO PROJECTS – 2023**

**Tender Document for the Public Tender in Research,  
Experimental Development, and Innovation to  
Support Grant Projects in Basic Research**

## Preamble

Established and operating pursuant to Act No. 130/2002, on Funding for Research, Experimental Development and Innovation from Public Funds and on the Amendment to Certain Related Acts (the Research and Development Act or “R&D Act”), as amended, in keeping with the National Policy for Research, Development and Innovation of the Czech Republic, pursuant to other legislation of the Czech Republic and the European Union rules and regulations governing State Aid for research, development and innovation, with the objective to provide funding to top basic research projects in the Czech Republic, **Grantová agentura České republiky** (“GACR” or the “Czech Science Foundation”) hereby opens public tenders in research, experimental development and innovation for the funding of Grant Projects in basic research, and subsequently grants the funding for such projects.

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## 1. Purpose of this Tender Document

(1) This Tender Document for the publication of a Public Tender Notice in research, experimental development and innovation (hereinafter “Public Tender”) has been drawn up pursuant to the provisions of Section 19 (1) of Act No. 130/2002, and comprises the set of documents and information required for drawing up and submitting a Grant Project Proposal under the group of EXPRO Excellence in Basic Research Grant Projects (hereinafter “EXPRO”) (code GX pursuant to the Information System for Research, Experimental Development and Innovation).

(2) This Tender Document uses the terminology laid down by Act No. 130/2002; if any terminology in this Tender Document is being clarified, such clarification shall be considered an informative and explanatory interpretation.

(3) The rights and obligations of the Provider and the Organization, i.e. Beneficiary, shall be governed by the provisions of Act No. 130/2002, Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market pursuant to Articles 107 and 108 of the Treaty, Official Journal of the EU L 187 of 26 June 2014, as amended (hereinafter the “Regulation”), and the Framework for State Aid for Research and Development and Innovation, Official Journal of the EU C 198 of 27 June 2014 (hereinafter the “Framework”), and the National Research, Development and Innovation Policy of the Czech Republic for 2016-2020 and 2021+, approved by the Government of the Czech Republic on 20 July 2020 through Resolution No. 759 (hereinafter the “National Policy”).

(4) This Tender Document is published on the website of GACR at <http://www.gacr.cz> for the duration of the tender and evaluation periods.

## 2. Information on the Group of Grant Projects

**Approved by Government Resolution #756 dated 17 October 2017**, the EXPRO group of Grant Projects has focused on basic research projects, and all categories of beneficiaries under Article 2.1 (4) and (7) of this Tender Document may be involved. The prerequisite for a Grant Project Proposal to be admitted into the tender process is the satisfaction of all terms and conditions defined by Act No. 130/2002 and the terms and conditions defined in this Tender Document.

The aim of this group of Grant Projects is to foster the conditions for the development of excellent research, to set standards of excellence in science, to help overcome the barriers that limit the success of ERC Project Proposals, and to enable the acquisition of the necessary knowledge and experience to be leveraged when applying for highly prestigious European grants. The culmination of a successful project within the EXPRO group of grants will be a Project Proposal submitted in one of the main ERC calls. Funding in this group of grants is limited to projects that reasonably anticipate the achievement of outstanding scientific results of international importance with a decisive contribution of the research team to their achievement.

Funding for this group of Grant Projects is limited to projects that reasonably expect to achieve an appropriate number of high-quality results falling into at least one of the categories of basic research results defined in the Methodology for the Evaluation of Results of Research Organisations and the Evaluation of Results of Completed Programmes applicable for the relevant period.

## 2.1. Basic Information and Definition of Terms

(1) **Grant Project** within the EXPRO group shall be understood as a basic research project in which the Organization sets its own aims and methods in the scientific fields in accordance with the Charter of the Czech Science Foundation (the breakdown of those fields into Discipline Committees is listed in Annex 1 to this Tender Document).

(2) **Basic research** shall mean theoretical or experimental work conducted primarily with the aim to acquire new knowledge on the basic principles of phenomena or observable facts, without a particular focus on application or use in practice.

(3) **Grant Project Proposal** (hereinafter “Project Proposal”) is a comprehensive set of documents containing a proposal of the material, time, and financial conditions for the activities necessary to achieve the Grant Project aims as defined by the Organization, which are necessary for the evaluation of the Proposal’s scholarly benefit, quality, and feasibility. The Project Proposal also contains further information, as necessary for the provision of aid (Grant Funding), required as per this Tender Document and the related legislation.

(4) **Research Organization** (hereinafter “Organization”) shall mean a legal entity based in the Czech Republic, an “organizational unit of the State” (governmental agency), or self-governing territorial unit, or an agency of the Ministry of Defense or Ministry of the Interior, which is engaged in research and experimental development, and which is applying for the provision of Targeted Aid (Grant Funds or Grant Funding) by submitting a Project Proposal. The participation of Organizations based outside of the Czech Republic is governed by the provisions of Section (18) (11) of Act No. 130/2002.

(5) **Research Co-organization** (hereinafter “Co-organization”) shall mean a legal entity based in the Czech Republic, an “organizational unit of the State” (governmental agency), or a self-governing territorial unit, or an agency of the Ministry of Defence or Ministry of the Interior, which is engaged in research and experimental development, and which is responsible to the Organization for part of the Project Proposal, and is applying for provision of Targeted Aid. Participation of Co-organizations based outside the Czech Republic is governed by the provisions of Section (18) (11) of Act No. 130/2002. The participation of the Co-organization in the Grant Project must be defined in the Project Proposal. The Co-organization must be an entity separate from the Organization (if it is a legal entity, it must have a different registration number).

(6) **Applicant** (or **Co-applicant**) shall mean the natural person responsible to the Organization (or Co-organization) for the professional quality of the Project Proposal; they must be employed, or in a similar relationship (but not in a labour-law relationship based on an agreement on work performed outside of employment, i.e. “employment-like agreements”) with the Organization (Co-organization), or such relationship must be established on or before the start date of the Grant Project. Each Project Proposal must include an individual identified as the Applicant (Co-applicant). Once the Agreement is executed or a Decision on Grant Funding is issued, the Applicant (Co-applicant) shall become the **Principal Investigator** (hereinafter “Investigator”) or (**Co-investigator**) of the Grant Project..

(7) **Beneficiary** shall mean an Organization in whose favour a decision has been made to provide Targeted Aid (Grant Funds or Grant Funding) to carry out a Grant Project, and with whom the Provider has executed the Agreement on Grant Project Funding, or in whose favour a Decision on Grant Funding has been made. Pursuant to article 1 (5) a) of the Regulation, a Beneficiary based outside the

Czech Republic is required to have a branch or an establishment registered in the Czech Republic on or before the date of the first remittance of the funding.

(8) **Other participant** shall mean a Co-organization whose participation in the Grant Project is defined in the Project Proposal, and with whom the Organization executes an Agreement on Participation in the Grant Project following the award of funding to the Project. Pursuant to article 1 (5) (a) of the Regulation, a Beneficiary based outside the Czech Republic is required to have a branch or an establishment in the Czech Republic on or before the date of the first remittance of the funding.

(9) **Professional Collaborators** (members of a research team) are additional natural persons (individuals) who are to take part in a Grant Project as scientists. They shall be identified by name in the Project Proposal.

Should any other Professional Collaborators (students or postdocs) participate in carrying out a Grant Project as scientists, this fact is to be included in the Project Proposal and in both the Interim Report, Interim Subject-Matter Report, and Final Subject-Matter Report. In the Project Proposal, it is possible to fill these individuals in under shortcuts as S1, ..., Sn, or PD1, ... PDn, respectively (**student** shall mean a person enrolled in the specific academic year of study pursuant to Section 61 of Act No. 111/1998<sup>1</sup>; a **postdoc** shall mean a person who completed a Ph.D. degree or its equivalent no more than 8 years before the date of the project launch; maternity and/or parental leave, as well sick leave in case of a long-term illness, do not count towards this 8-year period), or any similar, long-term, occupational obstacles defined by law (such as long-term care for a next of kin / a close person). Equal opportunity trends must be implemented in the formation of Project teams.

(10) **Other collaborators** (e.g. technical staff) are other natural persons who are not identified by name in the Project Proposal, and who will participate in supporting activities required to carry out the Grant Project.

(11) **Targeted Aid (subsidy, Grant Funds, Grant Funding)** for carrying out a Grant Project is provided in the form of a subsidy to legal entities, or may cover an increase in the expenditures of governmental agencies or self-governing territorial units, or agencies of the Ministry of Defence, or the Ministry of the Interior, which are engaged in research and experimental development, following the completion and evaluation of a Public Tender and the satisfaction of the terms and conditions laid down by Act No. 130/2002. Targeted Aid (Grant Funding) is designated solely to cover approved costs.

(12) **Approved costs** shall mean the eligible costs or expenditures<sup>2</sup> as approved by the Provider, and as defined in the Agreement or Decision on Grant Funding to carry out the Grant Project.

(13) **Items of Basic Structure** shall mean the basic categories of approved costs, i.e. personnel costs, investment costs, and material costs.

(14) **Proportion of Funding from Provider** expresses the amount of public aid (Grant Funding) provided by the Provider as a percentage of the total approved costs. Pursuant to Act No. 130/2002 and the Regulation, the maximum permitted proportion of funding is 100% of the approved costs.

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<sup>1</sup> Act No. 111/1998, on Higher Education Institutions and on Amendments and Supplements to Certain Other Acts (The Higher Education Act), as amended.

<sup>2</sup> Section 2 (2) (n) of Act No. 130/2002, on the Support of Research and Development from Public Funds and on the Amendment to Certain Related Acts (hereinafter “the R&D Act”), as amended.

(15) **Provider** of aid (Funding) for carrying out Grant Projects shall mean the Czech Republic – Grantová agentura České republiky (“GACR” or “Czech Science Foundation”) (hereinafter “GACR”), a governmental agency, Reg. No. 48549037, with its seat at Evropská 2589/33b, 160 00 Prague 6, Czech Republic.

## 2.2. Eligibility Requirements for Organizations and how to Demonstrate Eligibility

(1) **Eligibility** to carry out the proposed Grant Project shall be demonstrated, pursuant to Section (18) (2) of Act No. 130/2002, by the Organization **submitting a Project Proposal**, as follows:

- a) professional qualifications to carry out the Grant Project pursuant to the provisions Section (18) (2) (a) of Act No. 130/2002, shall be demonstrated by the Organization in the Project Proposal in the section explaining the justification (reasoning) of the Project Proposal. The Provider shall evaluate these qualifications using the criteria given in this Tender Document, with regard to the nature of the Project Proposal, and the financial volume thereof;
- b) a license to carry out the activities pursuant to the provisions of Section (18) (2) (b) of Act No. 130/2002, in the form of a business license or another required license, is to be submitted by the Organizations which are not a public institution of higher education, as defined in Annex 1 to Act No. 111/1998, nor a public research institution<sup>3</sup>, nor a person/entity established under separate, generally binding legislation or under a published decision; if any other authorisation or license is required to carry out the Grant Project pursuant to a separate law or regulation<sup>4</sup>, each Organization shall submit such license or authorisation, notwithstanding its legal form<sup>5</sup>;
- c) eligibility pursuant to the provisions of Section (18) (2) (c) to (f), (h) and (i) of Act No. 130/2002, shall be demonstrated by the Organization by way of an affidavit (pursuant to Annex 2 to this Tender Document). The eligibility pursuant to the provisions of Section (18) (2) (e) and (f) of Act No. 130/2002 in case of legal entities, shall be demonstrated for individuals executing the office of the governing body of the Organization or a member thereof (or all members of the governing body thereof), except for individuals for whom the terms and conditions for executing the office of a governing body, or a member thereof, are stipulated by a separate law or regulation (e.g. Act No. 341/2005, on Public Research Institutions, as amended), and are similar to the conditions for eligibility stipulated in the provisions of Section (18) (e) and (f) of Act No. 130/2002.

(2) The Organization with which the Agreement on Grant Funding is to be executed, or in favour of which a Decision on Grant Funding is to be issued, must submit a certified copy, not older than 90 calendar days, at the Provider’s request, of the constitutive documents, the deed of

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<sup>3</sup> Public research institutions established under Act No. 341/2005, On Public Research Institutions, as amended.

<sup>4</sup> E.g. Act No. 246/1992, on the Protection of Animals against Cruelty, as amended; Decree No 419/2012 on the Protection of Laboratory Animals, as amended, Act No. 18/1997, on Peaceful Use of Nuclear Energy and Ionising Radiation (“Nuclear Act”), as amended, Act No. 263/2016, Nuclear Act, as amended, Act No. 78/2004, on the Use of Genetically Modified Organisms and Genetic Products.

<sup>5</sup> E.g. if a “license to use laboratory animals” is required to carry out the Grant Project, the Organization must produce such “Licence to Use Laboratory Animals” by the Tender Deadline (formerly the “accreditation of user equipment”) which is in effect at least until the start of the project.



establishment, deed of incorporation, memorandum of association, or other documents and/or other evidence of establishment or foundation, provided that this information about the Organization cannot be found in any public administration information system.

(3) The Organization with which the Agreement on Grant Funding is to be executed, or in favour of which a Decision on Grant Funding is to be issued, which is not a public institution of higher education, a public research institution, or a person/entity established pursuant to a separate, generally binding law or regulation, or a published decision, shall prove eligibility **before executing the Agreement or before the Decision is issued** pursuant to the provisions of Section (18) (2) (b) of Act No. 130/2002, with a certified copy of the authorisation or licence to carry out the activity<sup>6,7</sup>, not older than 90 calendar days, if the Organization intends to perform such activity during the project.

(4) In addition, the Provider shall request the necessary cooperation from the Organization, consisting of the provision of any data necessary for submitting a request for a copy of a record from the Criminal Register.

(5) Pursuant to provisions under Section (14) (3) of Act No. 218/2000, on Budgetary Rules and on Amendments to Certain Related Acts (hereinafter “Budgetary Rules”), as amended, an Organization shall submit an affidavit showing the identification of:

- a) individuals acting on its behalf, stating whether they act as the governing body of the Organization, or on the basis of a power of attorney;
- b) entities in which the Organization is a shareholder, and the percentage of such equity shareholdings;
- c) the Organisation shall also submit information about the beneficial owner of the legal entity pursuant to the law regulating the registration of beneficial owners<sup>8</sup>, in the form of a complete list of valid information and also information that has been deleted without replacement or replaced with new information if it is a registrant; where the Organisation applying for a grant is a legal entity from outside the Czech Republic, it shall provide evidence of its beneficial owner either by means of a copy of a record from a register of the respective country similar to the Czech register of beneficial owners or, where no such register exists, the Organisation shall provide the identification data of all individuals who are the beneficial owners of the legal entity outside the Czech Republic, and shall submit documents showing the relationship of all persons to the legal entity in question, in particular a copy of a record in that country's register equivalent to a commercial (companies) register, a shareholder list, a decision of a governing body on the payment of a dividend, a memorandum of association, a memorandum/deed of incorporation, or articles of association.

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<sup>6</sup> E.g. Act No. 455/1991, on Trade Licensing (Trade Licensing Act), as amended; Act No. 246/1992, on the protection of animals against cruelty, as amended; Decree No. 419/2012, on the protection of laboratory animals.

<sup>7</sup> E.g. in case the Grant Project requires „authorization to use laboratory animals“, the Applicant must supply „authorization to use laboratory animals“ by the Tender Deadline (former accreditation of user equipment), with effect at least until the beginning of carrying out the project.

<sup>8</sup> Act No. 37/2021 on the Register of Beneficial Owners, as amended.



(6) Should an Organization submit more than one Project Proposal in multiple public tenders, the eligibility shall be demonstrated for all Project Proposals simultaneously:

- a) pursuant to Article 2.2. (1) and (5) and Article 6 (3) to (7) of this Tender Document before Project Proposals are submitted , and
- b) pursuant to Article 2.2. (2) to (4) of this Tender Document before the Agreement on Grant Funding is signed, or before the Decision on Grant Funding is issued.

(7) An Organization based outside the Czech Republic which meets the terms and conditions stipulated in Section (18) (11) of Act No. 130/2002, shall demonstrate its eligibility pursuant to the provisions of Section (18) (2 (c) to (f) by way of an affidavit. In addition, before the Agreement on Grant Funding is executed, such Organization, as a legal entity with its registered seat in a member state of the European Union, must demonstrate that the establishment or the branch of the legal entity located in the Czech Republic meets all eligibility requirements pursuant to the provisions in Section (18) of Act No. 130/2002, in the same way as an Organization based in the Czech Republic would.

(8) Eligibility must be demonstrated to the full extent, i.e. to meet all the requirements for all individuals whose eligibility is to be demonstrated (particularly in case of the governing bodies of legal entities). Failure to demonstrate the eligibility to the full extent or to meet the eligibility terms and conditions shall result in the disqualification of the Project Proposal from this Public Tender.

(9) The standard affidavit forms (documents) as stipulated by Act No. 130/2002 and Act No. 218/2000, are available from the Czech Science Foundation website at <http://www.gacr.cz/mezinarodni-aktivita/la-spoluprace/>. The affidavit must be filled in following the instructions and duly signed.

(10) The affidavit, a complete copy of a record in the Register of Beneficial Owners, and other documents as stipulated in Article 2.2 (1) and (5) of this Tender Document shall be delivered by the Tender Deadline physically by post or in person to the GACR registry (mail room) located at the address Evropská 2589/33b, 160 00 Prague 6, Czech Republic, in an envelope marked “Eligibility”; or in digital format, signed with a recognized digital signature pursuant to a separate law or regulation<sup>9</sup>, and delivered into the Provider’s data mailbox the address of which is “a8uadk4”.

(11) Organizations which are not public institutions of higher education, public research institutions, or persons/entities established pursuant to a separate, generally binding law or regulation, or a published decision, shall submit a trade license or another required license along with the affidavit.

(12) Any other required license pursuant to a separate law or regulation shall be submitted if so required by the Grant Project. In this case, all Organizations, notwithstanding their legal form, shall submit photocopies of these licenses as annexes to the Project Proposal. These annexes shall be enclosed into the Web Application with the Project Proposal; they are not part of the Web App-generated PDF file containing the Project Proposal, and shall not be transferred through the data mailbox.

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<sup>9</sup> Act No. 297/2016, on services creating trust for electronic transactions, as amended.

### 2.3. Tender Deadline and Evaluation Period, Announcement of Results, and Expected Date of Project Launch

(1) The Tender Deadline is the date by which it is possible to submit Project Proposals. The Tender opens and the countdown to the Deadline (the “Tender Period”) begins the day following the publication of the Tender Notice, and the length of the Tender Period before the Tender Deadline is specified in the Terms and Conditions for the Tender as published in the Commercial Bulletin (“Obchodní věstník” in Czech), in the R&D Information System (“Informační systém výzkumu” in Czech), and in Annex 6 to this Tender Document.

(2) The Evaluation Period is the period during which the Provider evaluates the Project Proposals, decides on the results of the Public Tender, and announces such results. The Evaluation period begins the day following the Tender Deadline, and its length is specified in the Terms and Conditions for the Tender as published in the Commercial Bulletin (“Obchodní věstník” in Czech), in the R&D Information System (“Informační systém výzkumu” in Czech), and in Annex 6 to this Tender Document.

(3) The evaluation of Project Proposals shall end upon the announcement of the results of this Public Tender. The Provider shall announce this Public Tender’s results on the last day of the Evaluation Period by publishing these results at <https://www.gacr.cz>.

(4) The expected launch date of the EXPRO Projects is 1st January 2023, and the date of completion 31 December 2027.

## 3. Terms and Conditions for this Public Tender

(1) Proposals may only be submitted in this Public Tender pursuant to the terms and conditions defined by Act No. 130/2002 and this Tender Document.

(2) The Project Proposal is an application by the Organization for the provision of Targeted Aid (Grant Funding) in the form of a subsidy, or may cover an increase in the expenditures of governmental agencies or self-governing territorial units, or agencies of the Ministry of Defense and/or Ministry of the Interior which are engaged in research and experimental development pursuant to Act No. 218/2000.

(3) The Project Proposal may not be modified. The Organization must inform the Provider in writing of any changes occurring between the submission of the Project Proposal and the potential Execution of the Agreement on Grant Funding or issuance of a Decision on Grant Funding for the project, if such change(s) have impact on the Organization’s legal standing or the information required to demonstrate eligibility, or the information which could influence the evaluation of the Project, or information that could influence the course of this Public Tender, within 7 calendar days of the day that the Organization becomes aware of such facts or developments. In the event that the changes could influence the course of this Public Tender (i.e. they are changes to those parts of the Project Proposal which are the subject of Evaluation under Articles 4.2. to 4.4. of this Tender Document), the Discipline Committees shall issue their opinions on whether such fact constitutes grounds for a disqualification of the Project Proposal from this Public Tender, and the Provider’s Presidium shall decide whether to keep the Proposal in this Public Tender or to disqualify it. Substantial modifications to the Project Proposal, in particular, modifications such as the change of the Applicant, the

Organization, or the subject-matter and aims of the Project, are not permitted, and shall constitute grounds for the disqualification of the Project Proposal from this Public Tender at all times.

(4) The Organization may withdraw from this Public Tender at any time by notifying the Provider of its withdrawal through a message to the data mailbox of the Czech Science Foundation the address of which is „a8uadk4“.

(5) The Provider may cancel this Public Tender call on the terms and conditions defined by the provisions of Section (24) (1) to (4) of Act No. 130/2002.

(6) Organizations are not entitled to compensation for costs associated with their participation in this Public Tender.

### **3.1. General Terms and Conditions for Submitting Proposals**

(1) The use of the texts of other authors in the Project Proposal must be accompanied by a bibliographic citation in the format of Czech Standard “ČSN ISO 690”, or in compliance with the citation practices of the given field. The use of another author’s text without a citation shall be deemed a gross violation of the respected standards of academic work and the Terms and Conditions for this Tender Document, and shall constitute grounds for disqualification of the Project Proposal from this Public Tender.

(2) An EXPRO Grant Project is a scientific project in the field of basic research, the scientific aim(s), and methods of which the Organization (Applicant) defines in the Project Proposal.

(3) Only one Organization and one Co-organization may apply within one Project Proposal.

(4) A single individual may submit no more than two Project Proposals within all of the public tenders administered by GACR and/or calls published or co-published by GACR in a given calendar year for Projects launched in 2023 (subject to the exception provided below), and may be in the role of Applicant in one of the Proposals, and Co-applicant in the other. If both such Project Proposals submitted by a single individual are selected for funding, he or she may proceed to carry out both Projects, unless any other circumstance resulting out of the pertinent tender document or applicable rules prohibits such involvement in two projects.

Four exceptions to the foregoing are the tenders for EXPRO and JUNIOR STAR projects, and the POSTDOC INDIVIDUAL FELLOWSHIP (both INCOMING and OUTGOING), in which an Applicant may submit Project Proposals notwithstanding any other tenders or calls. That is to say that an individual who submits a Project Proposal for an EXPRO, JUNIOR STAR or POSTDOC INDIVIDUAL FELLOWSHIP project as an Applicant or Co-applicant may also submit a maximum of two more Project Proposals, one as the Applicant, and the other as the Co-applicant. Expressly, a single individual may only submit one proposal as the Applicant for JUNIOR STAR, or as the Applicant for POSTDOC INDIVIDUAL FELLOWSHIP, or one proposal for EXPRO as the Applicant or Co-applicant. If an Applicant for JUNIOR STAR wins in more than one public call/tender, he or she may either carry out this JUNIOR STAR Project only, or a maximum of two other projects at a time (one as Applicant and the other as the Co-applicant). If an Applicant for POSTDOC INDIVIDUAL FELLOWSHIP wins in more than one call/tender, he or she may either carry out this POSTDOC INDIVIDUAL FELLOWSHIP Project only, or a maximum of two other projects at a time (one as the Applicant and the other as the Co-applicant). If an Applicant for EXPRO wins in more than one call/tender, he or she may either carry out this EXPRO project only, or a maximum of two other projects at a time (one as the Applicant and the other as the Co-applicant).

A breach of the above terms and conditions for concurrent Projects shall constitute grounds to disqualify all Project Proposals from the public tenders in which this individual is nominated as Applicant or Co-applicant, contrary to the terms and conditions stipulated above.

If an Applicant withdraws from a public tender pursuant to Article 3 (4), or withdraws from the evaluation process pursuant to the relevant provision of the Rules for International Grant Projects evaluated on a Lead Agency basis (LA Grants) before submitting another Project Proposal which would otherwise cause an overlap of projects contrary to the above provisions of this paragraph, the Project Proposal withdrawn by the Applicant shall be treated as if it had never been submitted. Such Project Proposal will then not count towards the limit of Project Proposals submitted in a given year.

(5) The Applicant, i.e. the leader of the research team applying for an EXPRO Project, may only be a scholar in basic research who has a proven track record of international scientific excellence. To submit a proposal, the Applicant must be an internationally renowned scientist and author (co-author) of recent cutting-edge publications with a demonstrably high profile in the international scientific community. The applicant's previous experience as Principal Investigator of a project awarded by a national or international funding provider shall also be evaluated.

(6) The Project Proposal forms are available exclusively on the Provider's website at <http://www.gacr.cz> in the web application created for this purpose (hereinafter the “Web App”). The Provider shall only consider a proposal to be a valid Project Proposal if it is created in the Web App and sent through the data mailbox information system (ISDS) to the data mailbox the name of which is Grant Projects (Czech Science Foundation) (in Czech: Grantové projekty (Grantová agentura České republiky)), the address of which is “ntq92qs”. After being finalised in the Web App, the Project Proposal shall be affixed with a digital seal, and thus may no longer be altered in any way. The digital seal ensures for the Project Proposal the proof of origin of each document received (the document was created in the Web App and a record of it is recorded therein), the data become impossible to alter (the Applicant or Organization has not altered the figures nor other text in the PDF, and the document thus matches the relevant data in the Web App); the digital seal also stores information that identifies the version of the Project Proposal accurately. The version of the Project Proposal deemed submitted shall be the one that was the last to arrive through the data mailbox specified in this paragraph before the expiration of the Tender Deadline – it may not necessarily be the latest version of the Project Proposal in the Web App.

Project Proposals from which the Web App's digital seal has been removed or replaced with another one shall be disqualified from this Public Tender. Only annexes specified in Article 3.2 (15) of this Tender Document and those annexes which are required for the given project shall be attached to the Project Proposal in the Web App. Annexes are to be submitted in the Web App in PDF format. Only the Project Proposal generated by the Web App without annexes shall be delivered by data mailbox, as a PDF file, containing the Project Proposal with the watermark FINAL, and a file name containing the characters “\_CZ\_f.pdf”.

(7) Only a complete Project Proposal marked FINAL may be submitted in this Public Tender. Incompleteness of the Project Proposal or a submission of anything other than the version marked in this manner shall constitute grounds for the disqualification thereof from this Public Tender.

(8) By submitting a Project Proposal, the Organization warrants that it is familiar with the Tender Document and agrees to abide by the provisions thereof, including but not limited to the following:

- a) the Applicant is in employment with the Organization or such relationship shall be established on or before the date of the Grant Project launch;
- b) once it has executed the Agreement on Grant Funding, the Organization agrees to carry out all the obligations of a Beneficiary as stipulated in Act No. 130/2002, in this Tender Document, and in the executed Agreement or an effective Decision on Grant Funding;
- c) the Organization agrees to provide the Investigator with the appropriate administrative support;
- d) the Organization agrees to provide the Investigator with the appropriate technical and institutional resources, including but not limited to suitable space and/or access to existing equipment during the Project and, where appropriate, after its completion;
- e) the Organization agrees to create an ethical and non-discriminatory working environment, to stipulate an explicit Code of Ethics, and to ensure a transparent process to deal with any breach thereof;
- f) the Organization shall procure that following the execution of the Agreement on Grant Project Funding, the Investigator shall carry out all his or her obligations, including but not limited to being accountable for the professional quality of the project;
- g) all the information given in the Project Proposal is true, complete and undistorted, and it is identical with the information entered into the Project Proposal through the Web App, that the Project Proposal has been drawn up in compliance with the Tender Document, that the individuals listed in the Project Proposal meet and shall continue to meet, throughout the entire period during which they are working on the Project, the terms and conditions stipulated in this Tender Document, and if applicable, that they shall act in compliance with the provisions of Article 5, 5.1., 5.2. and 5.3. of Annex 4 to this Tender Document;
- h) the Co-organisation, Applicant, Co-applicant, and professional and/or other collaborators nominated in the Project Proposal have been made aware of the material content of the Project Proposal as well as the financial requirements specified therein, and with this Tender Document;
- i) before submitting the Project Proposal, the Organization acquired the consent of the aforementioned individuals and/or entities to participating in the Grant Project specified in the Project Proposal;
- j) the Organization has not accepted, is not accepting and shall not accept funding from another source for a different project with the same or similar subject matter;
- k) the contents of this Project Proposal are different from any other grant project or programme project in which the same Applicant or Co-applicant is participating, and the proposed scope of work allows the Applicant or Co-applicant to work on all their projects;

- l) the Organization consents that the data given in the Project Proposal may be used for the Provider's internal needs, and published to the extent laid down by Act No. 130/2002, and this Tender Document;
- m) in the event that an Agreement is executed or the Decision on Grant Funding is issued in respect of the Grant Project, the Organization shall abide by the terms and conditions for carrying out Grant Projects as stipulated in Annex 4 to this Tender Document;
- n) following the execution of the Agreement on Grant Project Funding, or the issuance of the Decision on Grant Funding, the Organization shall provide co-funding of the given Grant Project in accordance with the submitted Project Proposal.

(9) The Organization accepts that, should they not follow the conditions laid down by paragraph (8) of this Article, their project proposal will be disqualified from the public tender. Alternatively, failure to keep these terms can be sufficient cause to terminate the Contract or Agreement of grant project support without any notice period.

### 3.2. Project Proposal

(1) The Grant Project Proposal is a comprehensive set of documents containing, above all, a proposal of material, time, and financial conditions for the activities necessary to achieve the aims of the Grant Project formulated by the Organization, which aims are necessary for the assessment of the scholarly benefit, quality, and feasibility.

(2) The Project Proposal consists of the following forms: Part A – basic identification data, abstract, and scientific aim (aims of the Project); Part B – overall financial items, breakdown of financial items, including the justification of individual items, and a detailed definition of personnel costs; Part C (C1 and C2) – justification (reasoning) of the Project Proposal; Part D (D1 and D2) – information about the Applicant and Co-applicant; and Part E – information on other projects of the Applicant and Co-applicant receiving public aid (funding) under Act No. 130/2002.

Unless provided herein otherwise, the Project Proposal shall be completed in English. Failure to fulfil this condition shall constitute grounds to disqualify the Project Proposal from this Public Tender.

(3) **Part A – Basic Identification Data** shall contain:

- a) the Project Proposal submission date (Project Proposal submission date shall mean the date the Project Proposal was delivered through the data mailbox to GACR);
- b) designation of the relevant Discipline Committee pursuant to Annex 1 to this Tender Document corresponding to the general content specification of the individual Discipline Committees published at <https://www.gacr.cz>; the Project Proposal may only be submitted to one Discipline Committee by which it shall be evaluated within its expertise; in the event that the Project Proposal has an interdisciplinary nature, the option “interdisciplinary project” shall be chosen (it is necessary to submit Projects on the borderline of scientific disciplines as interdisciplinary, and to identify the main panel as the one that best matches the primary professional background of the Applicant, the primary focus of the Project, the methods applied, and the outputs planned), and only in this case shall another Discipline Committee be designated along with the justification (reasoning) thereof;



- c) the basic information about the Applicant, Organization and potentially Co-applicant and Co-organization; mandatory information includes the personal number (“birth number” assigned to a Czech citizen) – or the date of birth in case of non-nationals of the Czech Republic – of the Applicant and Co-applicant, and registration number (“Reg. No.”) of the Organization and Co-organization; an incorrect personal (“birth”) number or Reg. No. provided in the Project Proposal shall constitute grounds to disqualify the Project Proposal from this Public Tender;
- d) scientist’s identifier;
- e) the title of the Grant Project in Czech and English in the wording intended for publication; the title must be specific, clear and concise, without abbreviations or special symbols, and may not exceed 150 characters including spaces; the Grant Project may not have the same title as another Project Proposal submitted to GACR by the same Organization, nor the same title as another project being carried out or completed with funding support under Act No. 130/2002, on the basis of a comparison with the Information System for Research, Experimental Development and Innovation, in the section Central Register of Research and Development Projects (“IS R&D – CRP”) supplied by the Organization;
- f) the project duration in years and the date of launch of the Grant Project;
- g) the codes characterising the Grant Project classification according to IS VaVal – CEP and the OECD fields, and in compliance with Annex 3a and 3b to this Tender Document;
- h) keywords in Czech;
- i) keywords in English;
- j) if the Grant Project includes activities requiring special authorization/licence under separate legislation (see Section (18) 2 (b) of Act No. 130/2002), a photocopy of the relevant authorizations must be included (for example, in the case of clinical trials, a statement by an ethics committee must be attached, or in the case of use of laboratory animals, a valid “authorisation for the use of laboratory animals” must be attached<sup>10</sup>);
- k) the calendar year in which the Ph.D. (or equivalent) degree was awarded to the Applicant, or the fact that the Ph.D. or equivalent degree has not been awarded by the time of the submission of the Project Proposal; primary institution of the applicant in the last 3 years prior to the submission of the Project Proposal (country, institution), or, if applicable, for a longer period, extended by a period of a career break (in particular due to maternity and parental leave, long-term illness, or other major work constraints, e.g. long-term care of a family member/relative).
- l) primary institution of the applicant in the last 3 years prior to the submission of the Project Proposal (country, institution), or, if applicable, for a longer period, extended by a period of a career break (in particular due to maternity and parental leave, long-term illness, or other major work constraints, e.g. long-term care of a family member/relative).

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<sup>10</sup> (e.g., should the Grant Project require “authorisation for the use of laboratory animals”, the organization must provide an “authorisation for the use of laboratory animals” by the Tender Deadline (formerly “accreditation of user facilities”) in effect at least until the start of the project)



(4) **Part A – Abstract and Scientific Aim (Aims of the Project)** shall include:

- a) abstracts in Czech and English expressing the substance of the proposed Grant Project, and the expected specific results; neither the Czech nor the English abstracts may exceed 1,100 characters including spaces, and they are intended for publication;
- b) scientific aim (aims of the Project) in Czech and English (no more than 300 characters including spaces for each language version);
- c) if the scientific aim (aims of the Project) fits within any priority areas (or sub-areas) of the National Priorities of Oriented Research, Experimental Development, and Innovations<sup>11</sup>, the Applicant shall identify the pertinent area and/or sub-area (using a number from the list).

(5) **Part B – total funding** shall contain a proposal of the total eligible costs to carry out the Grant Project broken down as follows:

- a) the total costs for each year of the project (i.e. costs funded by all sources, public and non-public; in the structure of Government Regulation No. 397/2009, on the Information System for Research, Experimental Development, and Innovation);
- b) the total costs for the entire project period broken down by various sources following the structure under Government Regulation No. 397/2009, and the ensuing description of Data for IS R&D – CRP;
- c) the total costs requested from the Provider (proposed amount of funding), broken down into Items of Basic Structure for each project year;
- d) proposed proportion of public funding expressed as a percentage; the proportion of public funding equals to the amount of funding requested from the Provider's budget of Targeted Aid, divided by the total amount of Grant Project costs.

(6) **Part B – breakdown of financial items** shall be completed separately for the Organization and a Co-organization. All funding shall be rounded up to the nearest thousand (CZK). The use of a different format of the financial requirements shall constitute grounds for disqualification of the Project Proposal from this Public Tender. The total expected costs to carry out the Project for the entire duration of the project, and in the individual years, shall be sorted by the various sources broken down into the funds requested from the Provider's budget of Targeted Aid, the funds from other public sources (e.g. including institutional funds from the state budget for research, development and innovation, from other state budget sources of the Czech Republic, from public sources outside the Czech Republic, incl. EU sources), as well as funds from non-public sources (including own resources). The total expected costs for project implementation in the individual years shall be broken down by Items of Basic Structure (as per Article 2.1 (13) of this Tender Document).

(7) In **Part B – breakdown of financial items**, the **personnel costs** shall be filled out separately for the Organization and for a Co-organization. The personnel costs shall be listed in the individual years using the following breakdown:

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<sup>11</sup> National Priorities of Oriented Research, Experimental Development, and Innovations, as approved by Government Resolution of Czech Republic No. 552 of 19 July 2012.

- a) employee wage or salary as per Article 3.3.1 (5) (a) of this Tender Document for the Applicant or Co-applicant, and wages or salaries of the professional and other Professional Collaborators (see Article 2.1 (9) of this Tender Document), the name and surname shall be included for each of these employees, Collaborators shall be identified as a “student” or a “postdoc”;
- b) the workload (average annual full-time equivalent) for the individual employees working on this Project, and listed under item (a) above;
- c) the aggregate wage or salary as per Article 3.3.1 (5) (a) of this Tender Document overall for the other collaborators;
- d) the aggregate workload (average annual full-time equivalent) of other collaborators;
- e) a breakdown of personnel costs to pay for agreements on work performed outside of employment pursuant to Article 3.3.1 (5) (b) of this Tender Document; agreements on work performed outside of employment (other personnel costs); Professional Collaborators, the name and surname shall be listed for Professional Collaborators (see Article 2.1 (9) of this Tender Document); other Professional Collaborators shall be designated as “student” or “postdoc”.

(8) The form **Part B – justification (reasoning) for financial items** shall be completed for the Organization and Co-organization separately. Information shall be provided for the entire duration of the project. Each cost item must be specified and justified, including cases where funding from other sources pursuant to Article 3.2 (5) (b) and (6) of this Tender Document is being proposed. In the event that not all cost items are specified and justified, the Project Proposal shall be deemed incomplete; the following amounts shall be included and explained, including but not limited to:

- a) breakdown of material costs;
- b) the amount of travel costs, including the expected purposes of travel for each individual person (e.g. active participation in conferences);
- c) a breakdown of other services and non-material costs;
- d) investment cost, including Classification of CZ-CPA production;
- e) personnel costs including the following items for each individual person:
  - 1. format of involvement and workloads (FTE or number of hours) corresponding to their levels of participation in the expected Grant Project;
  - 2. the amount of personnel costs pursuant to Article 3.3.1 (5) of this Tender Document.

(9) **Part C1 – justification of Project Proposal** contains a file created outside the Web App in PDF format and with a maximum size of 6 MB which shall be uploaded into the Web App in a manner similar to the Project Proposal annexes. The maximum size of this part is 15 pages of A4 format using a standard font<sup>12</sup>. The enclosure of any annexes other than those listed in Article 3.2. (15) of this Tender Document shall be deemed to have exceeded the maximum page count allowed. Failure to meet these terms and conditions shall constitute grounds for the disqualification of the Project Proposal from this Public Tender. The justification must clearly present the aims, intentions, and break-through ideas, and

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<sup>12</sup> I.e. 11 point font and single spacing.

provide sufficient information necessary for the evaluation of the Project Proposal pursuant to the basic criteria for evaluating Project Proposals. Part C1 has a prescribed structure and must include the following:

- a) a summary of the current state of knowledge of the subject matter in the given scientific field, and a description of the Applicant's contribution to date to the research in the given matter and/or related issues;
- b) a statement of the substance and timeliness of the Grant Project, its aims, methods including conceptual and methodical procedures, a detailed schedule, and Project phases (project phases and the accomplishment of each aim must be associated with the expected results); wherever relevant, the possible impact on women and men should be taken into account;
- c) identification of the risks to the achievement of the project results, including the intensity of such risks, their probability, and ways to minimise the risks;
- d) history of international collaboration and international collaboration planned within the project, where collaboration is demonstrated within the Project in an appropriate manner;
- e) if a Co-organization is involved, its involvement in the project must be explained and justified, as well as its contribution and detailed description of its participation in the project;
- f) information on the readiness of the Organization, Co-organization, and their institutions, and on the equipment to be used for the Project on-site, and about the opportunities for collaboration; additionally, information about the enforcement of the principles of responsible research and innovations (RRI), if any, including the strategic tools of human potential development and the improvements of working conditions (e.g. the assurance of high ethical standards of research, development of gender equity plans and/or measures to improve gender equity within HR Awards, etc.);
- g) a reference to the applicant's existing gender equality plan, or another similar document demonstrating the applicant's active approach to promoting non-discrimination. If the gender plan or any similar document has not yet been adopted, it must be submitted on or before the date of receipt of the first Interim Report;
- h) description of the team; justification of / reasoning behind the participation of the Co-applicant, Professional Collaborators, and other collaborators, professional and other, the definition of their roles in dealing with the subject matter, including the expected aggregate workload of the individual workers;
- i) project management: the plan for the management and governance of the project;
- j) citations/references to the literature and publications used;
- k) a brief description of the data generated by the project and how this data will be handled.

(10) The information for Part C1 listed in Article 3.2 (9) of this Tender Document may be supplemented with information based on the specific focus of the given project.

(11) **Part C2 – expected project results** contains a verbal description in words of the result types, with emphasis on quality, as defined in Annex 7<sup>13</sup> to this Tender Document which are expected to be published as part of the Grant Project (articles in leading international journals, monographs, articles in international proceeding etc.).

Only publications in major international journals (journals ranked among the top 10% in the field), or articles in other journals published in the period under review and selected as ISI Highly Cited, other publications in journals with an impact factor (IF), papers in proceedings of major international conferences, monographs or chapters in books published by prestigious international publishers will be recognized as outputs.

(12) **Part D1 – CV of the Applicant and Co-applicants** contains a file created outside the Web App in PDF format and with a maximum size of 1 MB, which shall be uploaded into the Web App in a manner similar to the annexes to the Project Proposal. The Applicant and Co-applicant shall provide: a brief structured professional CV, and a list of activities over the last 5 years in the field which is to be the subject matter of the Grant Project (if necessary, this information can be included for the Professional Collaborators as well). The Applicant (or Co-applicant) may describe and explain any career gaps and/or drops in research productivity. The maximum size of this part is two pages of A4 size, using a standard font<sup>14</sup> (potentially a maximum of two more pages for the Co-applicant). The enclosure of any annexes other than those listed in Article 3.2. (15) of this Tender Document shall be deemed to have exceeded the maximum page count allowed. Failure to meet these terms and conditions shall constitute grounds to disqualify the Project Proposal from this Public Tender.

(13) In **Part D2 – bibliography and other achievements of the Applicant and Co-applicant --** the Applicant and Co-applicant(s) shall provide the following information:

- a) a summary of scientific activity over the last 10 years (or a longer period, extended by a period of a career break - mainly due to maternity and parental leave, long-term illness or other serious work obstacles, e.g. long-term care of a family member/relative), with an emphasis on his or her contribution to the current state of knowledge in the field (track record); specific scientific findings or answers to important questions in the field shall be provided; the Applicant shall indicate how his or her scientific work has contributed to the development of scientific knowledge in the broader field of study and, if relevant, its relation to the proposed project;
- b) complete bibliographic information in the format of Czech Standard “ČSN ISO 690” (or compliant with other citation practices in the given field) describing five most significant results of the Applicant’s/Co-applicant’s scientific and research activities over the last ten years (e.g. journal publications, monographs they have authored, etc.) which they consider essential, and a short summary of the result’s contribution to the development of knowledge in the field, and the information of the Applicant’s/Co-applicant’s own contribution to this result; the Applicant/Co-applicant shall include the number of citations excluding self-citations counted by Web of Science<sup>15</sup> or SCOPUS<sup>16</sup>; for each

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<sup>13</sup> In the case of Jimp, Jsc and Jost-type outputs, the name of the journal in which the investigator team plans to publish the project results must also be listed

<sup>14</sup> I.e. 11 point font and single spacing.

<sup>15</sup> ISI Web of Science (<http://wokinfo.com>).

<sup>16</sup> SCOPUS (<http://scopus.com>).

article in an impact journal monitored in these databases, Applicant/Co-applicant shall state the impact factor<sup>17</sup> of the journal effective at the time of publishing; in addition, the number of citations established through another methodology acceptable in the given field (must be briefly described);

- c) total number of outputs throughout the scientific career broken down by output type defined in Annex 7;
- d) the total number of citations, including self-citation, for all their works according to the Web of Science or SCOPUS; the number of citations found in other databases can also be included, or that of another methodology acknowledged in the given field (must be briefly described);
- e) H-index according to the Web of Science (not required for professionals working in the selected fields of social sciences and humanities<sup>18</sup>);
- f) training and educational activities, the number of supervised Ph.D. students supervised at present, the number of Ph.D. graduates, and the number of students of master and bachelor studies;
- g) a list of lectures by invitation delivered at established international conferences in the last five years (that period is defined as the period starting 1 January of the year in which this tender is published), or – where applicable – over a longer period due to a career break (in particular due to maternity/parental leave, long-term illness, or any other serious occupational obstacles, such as long-term care for a next of kin / a close person);
- h) significant awards received by the Applicant, including memberships in scientific Organizations outside the Czech Republic, memberships in editorial boards of leading international journals, membership in scientific committees of well-established international conferences;
- i) examples of no more than five projects for which the Applicant has obtained funding in the past, the launch and completion dates of the project (and the amount of the financial subsidy for the institution in CZK thousands), and a short summary of the topic of the project, unless it is apparent from the project title;
- j) information on any membership in Evaluation Panels or Discipline Committees of the Czech Science Foundation, or in Evaluation Panels of grant providers in other countries (assessments of individual project proposals shall not be included).

(14) in **Part E – information about other projects of the Applicant and Co-applicant carried out using public aid under Act No. 130/2002**, the following information shall be included:

- 1. all GACR projects which the Applicant or Co-applicant are taking part in at the time the Project Proposal is submitted, and in what role (Investigator, Co-investigator, Professional Collaborator); furthermore, similar information shall be provided on applications for Targeted Aid (Grant Funding) for projects in which the Applicant or Co-applicant are going to take part, and in what role (Investigator, Co-investigator, Professional Collaborator);

<sup>17</sup> Impact factor in the case of Web of Science database; SJR in the case of SCOPUS database.

<sup>18</sup> See Annex 3 (a), field groups: AA, AB, AC, AD, AE, AG, AI, AJ, AL, AM.

2. all GACR projects in which the Applicant or Co-applicant have taken part over the past five years, and in what role (Investigator, Co-investigator, or Professional Collaborator);
3. all projects carried out pursuant to Act No. 130/2002 Coll. with targeted-aid funding from providers other than the Czech Science Foundation, in which the Applicant or Co-applicant are involved at the time of submission of the Project Proposal, or have been involved in the past five years, and in what role (Principal Investigator, Co-investigator, Expert Collaborator); in addition, similar information shall be provided on applications for targeted aid for projects in which the Applicant or Co-applicant are involved.

Each item must contain the following data about the project to which the information being provided is related:

- a) name of the entity providing the targeted funding (provider);
- b) name of the programme or other research and development activity (e.g. major infrastructure projects etc.), project number, code identifying the project classification based on the fields for IS R&D – CRP, unabbreviated project title and duration (from – to) for projects under item 1, or the registration number, panel number, unabbreviated project title and duration (from – to) for projects under items 2 and 3;
- c) name of Organization/Beneficiary;
- d) role of Applicant or Co-applicant in the Project;
- e) the amount of funds requested/received for the entire duration of the project being used/to be used by the Organization and/or Co-organization to support their activity in the project;
- f) workload (FTE) of the Applicant (Co-applicant) to carry out the individual projects, even if the funds provided did not cover wages/salaries;
- g) description of the relationship between the project for which information is being provided and the Project Proposal submitted (especially a description of the topic, aims, results, research team, etc.).

Failure to meet these obligations or a provision of incomplete information shall constitute grounds to disqualify the Project Proposal from this Public Tender.

(15) Only the following documents may be enclosed as **annexes to the Project Proposal**:

- a) copies of the special authorizations/licenses as per separate legislation pursuant to Article 3.2. (3) (j) of this Tender Document;
- b) a Letter of Intent (LOI) outlining the interest of a co-worker from abroad to collaborate on the topic of the proposed EXPRO project;
- c) identification of a proposed supplier, nature of the supplier's performance, and the preliminary price pursuant to Article 3.3. (4) of this Tender Document if the Project Proposal requires the acquisition of long-term assets the value of which exceeds CZK 100,000 and/or the supply/supplies from a single supplier, and the total value of purchases from the single supplier exceeds CZK 500,000 throughout the duration of the



Grant Project; or a framework agreement, should the Organization have made a framework agreement for the required supply;

- d) power of attorney granted to a third party for the submission of the Project Proposal if the Organization does not have access its own data mailbox; this power of attorney must also be delivered in another demonstrable manner (e.g. by post or in person) showing confirmation of receipt;
- e) a list of the institutions outside the Czech Republic which should not receive the Project Proposal for evaluation, including an explanation of why those institutions would not be appropriate to review the Project Proposal.

The enclosure of annexes other than those listed above shall constitute grounds to disqualify the Project Proposal from this Public Tender.

### 3.3. Definition of Eligible Cost Items

(1) Targeted Aid (Grant Funding) may only be provided for activities defined in the Project Proposal. The maximum amount of the targeted aid is CZK 50 mil. for the entire duration of the Grant Project.

(2) Eligible costs or expenditures (hereinafter “costs”) are only those which are defined under the provisions of Section (2) (2) (m) of Act No. 130/2002, which are specified in this Tender Document under Articles 3.3.1 through 3.3.3, and which are directly – both materially and in time – related to carrying out the Grant Project.

(3) All of the eligible cost items listed in the Project Proposal must be justified/explained and it must be clear from the Project Proposal that they are absolutely necessary to carry out the Grant Project.

(4) If the Project Proposal requires the acquisition of long-term assets the value of which exceeds CZK 100,000 and/or the supply or supplies from an individual supplier for a total value exceeding CZK 500, 000 throughout the Grant Project, a preliminary offer (quote) from the supplier must be submitted, showing the identification of the supplier, the items to be supplied, and the preliminary price, including an explanation of the calculation of the price quote, both in total and for individual supplies. The actual price paid for the supplies may not exceed the price quoted originally by more than 10%, should the total price of the supplies exceed 500 000 Kč. In addition, should the total price of the supplies exceed 500 000 Kč, at least two other competing quotes shall be submitted for each purchase, along with an explanation of which of the offers was selected and why. Competitive quotes need not be submitted in cases where the selected supplier is the only supplier whose offer meets the required parameters necessary to carry out the Grant Project. This fact is to be mentioned in the commentary attached to the offer. In the event that the Organization has entered into a framework agreement for the required type of delivery, this framework agreement shall be attached instead of a price quote.

(5) The assets or services being procured (including the publication of the Project’s outputs) may not be supplied by the Investigator, Co-investigator nor any other employee of the Beneficiary, nor another project participant, nor an affiliate (as per Section (23) (7) of Act No. 586/1992, on Income Tax, as amended), of the Beneficiary, nor that of another project participant, nor that of the Investigator, nor that of the Co-investigator, nor that of a Professional Collaborator taking part in the



Grant Project. Supplies procured by way of an internal supply are eligible as long as their prices do not exceed the usual and customary prices prevalent at the place and time of the delivery, and are charged in compliance with generally binding legislation.

(6) The Project Proposal must state the proposed Proportion of Funding. However, the decision on the final amount of costs accepted and Proportion of Funding for the costs accepted lies with the Provider, based on the evaluation of the Project Proposal.

(7) The following items may not be included in the eligible costs:

- a) profit;
- b) value-added tax (VAT) (applies to Beneficiaries who are registered to pay this tax, and who request VAT refunds, whether full or partial);
- c) costs for marketing, sales, and distribution of products;
- d) interest on debt;
- e) inventory discrepancies and damage;
- f) costs of financial leasing, and rent-to-own agreements;
- g) costs for securing the rights to the project results;
- h) any costs not directly related to the subject matter of the Grant Project;
- i) any costs associated with the subject of the project which exceed the usual and customary price prevalent at the place and time.

(8) The following items may not be included in the eligible costs paid out of the Grant Funds under items other than overhead costs listed under Article 3.3.3. (6) of this Tender Document:

- a) costs of meals, gifts, and entertainment;
- b) costs for renting space, devices, equipment, etc. with the exception of the rental of packaging materials, highly specialised laboratories, and venues for holding short-term events generating academic output as stipulated in Article 3.3.3. (4) of this Tender Document;
- c) costs of furniture and other non-specialized equipment used at the institution;
- d) costs of telecommunication services; costs of the acquisition, repair and maintenance of devices and equipment from the area of communication technology (telephones, dictation machines, readers etc.);
- e) costs for issuing periodical publications and textbooks;
- f) costs associated with attending conferences and workshops with the exception of an active presentation of the outputs of the project;
- g) costs for expanding the qualifications of persons taking part in the project (purchase of textbooks, training, courses etc.);
- h) costs for acquiring, renting, and using digital information databases;
- i) costs of the repair or maintenance of premises; costs of the construction, or renovation of

rooms;

j) costs of consultancy services, both local and from abroad.

### 3.3.1. Personnel Costs

(1) Personnel costs are the costs incurred to remunerate the work performed within employment as per Act No. 262/2006, the Labour Code, as amended.

(2) The amount of eligible personnel costs for individuals (Applicant, Co-applicant, Professional Collaborator, other collaborators) taking direct part in the Project must be in line with the Beneficiary's (or other participant's) internal policies or set through other demonstrable means, and in addition, must correspond to the workload (FTE) dedicated to the Grant Project. In order to establish the amount of eligible personnel costs in the Project Proposal, items such as milestone bonuses as per Section (134) (a) of the Labour Code or similar bonuses shall not be considered part of the standard wage/salary pursuant to Section 134 of the Labour Code, including variable components, convalescence leave, and temporary incapacity compensation (hereinafter "Salary"). Failure to meet this condition shall constitute grounds to disqualify the Project Proposal from this Public Tender.

(3) Zero workload (FTE) is not permitted. Failure to meet this condition shall constitute grounds to disqualify the Project Proposal from this Public Tender. The sum of all workloads (FTEs) allocated for all projects supported by GACR may not exceed 1.00 for any employee.

The minimum annual workload (FTE) on the project is hereby set at 0.50 of the average annual workload for the Applicant, Co-applicant, and each Professional Collaborator and other collaborator. This requirement does not apply to technical and administrative staff, and students enrolled in bachelor and master programmes. The time spent by the Applicant (subsequently the Investigator) at his or her Organization (subsequently the Beneficiary) is expected to correspond to the amount of his/her workload. The Applicant/Investigator must be employed in the Czech Republic and, subsequently as the Investigator, carry out the Grant Project at an institution in the Czech Republic.

(4) The subsidy requested and provided for the personnel costs may not exceed the amount of approved costs. The amount of the subsidy may be zero.

(5) The following costs are eligible personnel costs (only one option may be used for each employee):

- a) to cover the relevant part of the Salaries as per paragraph (2) of this Article paid to those employees carrying out the Grant Project based on an employment contract, in the amount corresponding to the workload in the Project. In that case, the subsidy requested in the Project Proposal may reach the amount of the gross salary or wage of the employee (prorated based on the employee's FTE workload);
- b) to cover the payment of amounts due from agreements on work performed outside of employment executed solely for the Grant Project; the subsidy provided to cover these other personnel costs may not exceed 7% of the total subsidy allocated to personnel costs.

(6) Under personnel costs, it is possible to include the costs for the compulsory legal deductions and contribution to the account of cultural and social needs (or another similar account), or the proportionate amount thereof (unless such account is made up of allocations from profit) in the

amount corresponding to the relevant personnel costs. The maximum possible amount of subsidy provided for such costs is hereby defined as equal to the subsidy for the relevant personnel costs.

(7) For the Applicant, Co-applicant and Professional Collaborators remunerated pursuant to paragraph (1) of this Article, the Project Proposal shall include the name and surname of the project member (see Article 2.1 (9) of this Tender Document); other Professional Collaborators, if any, shall be designated as “student” or “postdoc”; the Project Proposal shall also include the FTE workload, and the corresponding amount of the funds requested. For other collaborators, only the aggregate FTE workload and the corresponding aggregate amount of the funds requested shall be stated.

### 3.3.2. Costs to Acquire Tangible Assets (hereinafter “Investment Cost”)

(1) The eligible costs may include the costs to acquire tangible fixed assets (devices, machinery, equipment, separate movable assets or complementary movable assets for an independent, technical and economic purpose, and other tangible fixed assets acquired for a consideration, through a conversion, or generated through own activities where the purchase price exceeds CZK **80,000**, and the operational and technical functionality (useful life) is longer than one year), or the depreciation of such tangible fixed assets, if such assets are necessary to carry out the Grant Project, and are purchased and used in direct connection with the Grant Project.

(2) If tangible fixed assets are acquired (the purchase price exceeds CZK 80,000, and their “operational and technical functionality” (useful life) is longer than one year, and in the event that the useful life is longer than the period of use during the Grant Project, the maximum amount of eligible cost shall be based on the depreciation of such assets using the following formula:  $U(N) = (A/B) \times C \times D$ , where  $U(N)$  is the eligible cost, A the period for which the assets are to be used during the project, B is the useful life (pursuant to the Accountancy Act No. 563/1991, as amended, and Income Tax Act No. 586/1992, as amended); C is the purchase price of the asset, and D is the percentage of its utilisation for the Grant Project out of the total utilisation of the asset; if the useful life stipulated by the Accountancy Act and/or the Income Tax Act is variable, the longest useful life as defined thereunder shall be used in order to determine the amount of the eligible costs).

(3) In the event of an acquisition of tangible fixed assets whose useful life is equal to the duration of the Grant Project or shorter, the eligible costs shall be based on the formula:  $U(N) = C \times D$ , wherein the symbols  $U(N)$ , C and D have the same meaning as in the formula in the foregoing paragraph (2) above of this Article.

(4) w-value tangible assets whose useful life is longer than one year, and the acquisition price **lower** than or equal to CZK 80,000, may be acquired under the category of material costs.

(5) The total cost for acquiring tangible fixed assets necessary to carry out the project may not exceed 20% of the total amount of approved costs as per Articles 3.3.1 and 3.3.3 (2) to (5) of this Tender Document for the entire duration of the Project, as stated in the Agreement, or in the Decision, respectively, on Grant Funding.

### 3.3.3. Material Costs

(1) The material costs that may be included among eligible costs are costs of materials, travel costs, costs of various services, and overhead costs.

(2) Costs of materials are expenses used exclusively in direct connection with the Grant Project which may be proved by a separate confirmation of delivery or in another objective manner (e.g. independent measurement), including the consumption of material (e.g. consumption of office and laboratory material, acquisition of lower-value tangible assets, as per Article 3.3.2 (4) of this Tender Document, purchased and/or procured through own activity as part of the project, scholarly literature), and may, in exceptional and well-documented cases, also include the consumption of energy and/or other non-storable supplies.

(3) Travel costs are expenses comprising all costs of work-related trips pursuant to the provisions of Section 173 to 181 of Act No. 262/2006, the Labour Code, as amended, up to the amount defined or permitted by this Act, incurred by the Investigator and/or professional and other collaborators. These are the costs incurred exclusively in direct connection with the Grant Project including working visits, and trips made in connection with active participation at conferences. These also include the travel expenses and costs incurred in the destination associated with the participation of employees from abroad taking part in the Grant Project. As for work-related trips abroad, these shall only include the costs for the duration of the stay that matches the duration of the event that the individual was attending.

(4) Costs of other services and non-material costs are defined as expenses incurred exclusively in order to carry out the Grant Project which can be documented by a separate confirmation of delivery or in another objective manner, including the costs of: the operation, repair and maintenance of assets used during the Project; costs of miscellaneous goods and/or services; the costs to acquire intangible assets as well as the costs of publishing the Project's outputs (publishing and editorial costs, costs of publishing the results in the form of Open Access) may also be included among other services; also included may be conference fees, rental of venues for holding short-term events producing a scholarly output (e.g. conferences, seminars etc.), fees for memberships in institutions if the membership is demonstrably necessary or cost-effective in order to carry out the Grant Project; telecommunications with the exceptions listed under Article 3.3. (8) d) of this Tender Document; cost of managing the research data, and the creation of the Data Management Plan (DMP); and other types of costs, such as exchange rate losses, bank fees, taxes and fees linked with the Grant Project exclusively.

(5) The following costs are considered eligible: patent and licence payments for the exercise of industrial property rights that apply to the objects of industrial property (e.g. patents, inventions, industrial designs, royalties for the use of copyrighted works) used in direct connection with the Grant Project and essential to carry it out, solely for the period during which the industrial property rights are being exercised within the Grant Project (and no longer than the duration of the Grant Project). If the period of exercising the industrial property rights is longer than the period for which the rights are to be used within the Grant Project, the amount of eligible costs shall be based on the formula:  $U(N) = (A/B) \times C \times D$ , wherein  $U(N)$  is the eligible cost,  $A$  is the period for which the rights are to be exercised within the Project,  $B$  is the useful life of the rights (pursuant to the Income Tax Act No. 586/1992, as amended),  $C$  is the purchase price of the rights, and  $D$  is the percentage of the utilisation of such rights within the Grant Project. If the industrial property rights are being exercised for a period equal to the duration of the Grant Project or shorter, the eligible costs shall be based on the formula:  $U(N) = C \times D$ , where the symbols  $U(N)$ ,  $C$  and  $D$  have the same meaning as in the previous formula in this paragraph.

(6) Eligible costs may include overhead costs incurred at the time and in a direct, substantive connection to the Grant Project, assuming such expenditure contributes to the progress and/or

completion of the Project (e.g. administrative costs, costs of infrastructure, costs of childcare for the children of individuals involved in the Project, and the costs of care for other dependents, or other costs incurred during the project). The maximum amount of such costs is 20% of the total approved costs listed under Article 3.3.1. and 3.3.3. (2) to (5) of this Tender Document, or in the Agreement or Decision on Grand Funding. If no overhead costs are requested in the Project Proposal, no such costs shall be accepted at a later time.

## 4. Admission and Selection of Project Proposals

(1) The procedure under Section (21) (1) to (9) of Act No. 130/2002 shall be implemented in the process of the admission and selection of Project Proposals.

(2) A Project Proposal may not be altered or amended in any way after the Tender Deadline expires.

(3) The evaluation of Project Proposals shall commence on or after the day following the last day of the Tender Deadline.

(4) The evaluation of Project Proposals shall consist of:

- a) admission of Project Proposals – to be carried out pursuant to Section (21) (2) of Act No. 130/2002; this shall occur once the Tender Deadline expires, and to end upon the Provider's decision to admit the Project Proposals into this Public Tender, or to disqualify them therefrom;
- b) evaluation of the veracity, completeness, and accuracy of the data in the Project Proposals, including a check of any contradictions between the information contained in the Project Proposals; this process shall occur after the Provider's decision to admit Project Proposals into this Public Tender or to disqualify them therefrom, and shall continue throughout the evaluation period;
- c) evaluation of the professional quality of the Project Proposals – an expert evaluation of the Project Proposals shall be carried out by the Discipline Committees pursuant to Section (21) (4) to (7) of Act No. 130/2002; this process shall occur after the Provider's decision to admit Project Proposals into this Public Tender or to disqualify them therefrom, and shall be completed by drawing up an evaluation report for each Project Proposal;
- d) evaluation of the proposed eligible costs – Project Proposals shall be checked for the relevance and accuracy of the proposed eligible costs, both in terms of the scope and definition of the eligible costs, and in terms of the total amount of proposed eligible costs; this process shall occur after the Provider's decision to admit the Project Proposals into this Public Tender, or to disqualify them therefrom, and shall be completed by drawing up an evaluation report for each Project Proposal.

(5) The evaluation of the Project Proposals shall end upon the announcement of the results of this Public Tender.

(6) Act No. 500/2004, the Code of Administrative Procedure, as amended, shall not apply to decisions to admit Project Proposals into this Public Tender or to disqualify them therefrom, nor to the Provider's decision on the selection of projects, as per Section (21) (11) of Act No. 130/2002.

#### 4.1. Admission of Project Proposals

(1) Admission of Project Proposals shall be carried out by the Project Proposals' Admission Committee, which shall evaluate the satisfaction of the following Terms and Conditions for this Tender:

- a) compliance with the Tender Deadline – the Project Proposal's timely submission by the Tender Deadline shall be assessed;
- b) method and place of submission of the Project Proposal – an assessment shall be made of compliance with the required submission method as stipulated in Article 6 of this Tender Document; the title and originality of the file, and the data mailbox identifier ISDS<sup>19</sup>, shall also be checked;
- c) completeness of the Project Proposal – an assessment shall be made of whether the Project Proposal contains all the required parts as stipulated in Article 3.2. of this Tender Document;
- d) requirements to prove eligibility – an assessment shall be made of whether all the documents demonstrating eligibility have been submitted in the manner as required, and whether those documents confirm the eligibility of the Organization (Co-organization);
- e) satisfaction of the condition defined in Article 3.1. (4) of this Tender Document.

(2) Failure to meet the terms and conditions defined in paragraph (1) of this Article shall constitute grounds to disqualify the Project Proposal from this Public Tender.

(3) The fact that the Beneficiary has, in previous Grant Projects, demonstrably failed to meet the obligations laid down by the Act on Budgetary Rules and/or has violated contractual obligations, or the terms and conditions for the Provider's decision, shall constitute grounds to disqualify the Grant Project Proposal from this Public Tender pursuant to the provisions of Section (21) (3) of Act No. 130/2002. In this case, GACR may disqualify this Beneficiary's Project Proposals from public tenders for up to three years from the day this violation by the Beneficiary is proved, or from the day the Beneficiary admits such violation in writing.

(4) The fact that a Project Proposal of the same Applicant was rated as a poor quality project in a public tender published by the Czech Science Foundation in the previous calendar year constitutes grounds for disqualifying the Project Proposal from the public tender.

(5) One of the grounds for disqualifying a project proposal from the public tender is the fact that the project of the same Organization and/or Applicant has been rated as "not met with penalty" in the last 3 years.

(6) If it comes to light that the Organization or Co-organization no longer satisfies the eligibility conditions and is no longer able to prove the satisfaction thereof, at any point during the course of this

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<sup>19</sup> Data Mailbox Information System.

Public Tender process, this fact shall constitute grounds to disqualify the Project Proposal from this Public Tender as per Article 4.6. of this Tender Document.

## **4.2. Evaluation of Veracity and Accuracy of Information in Project Proposal**

(1) The evaluation of the veracity and accuracy of information in the Project Proposal shall also examine any discrepancies in the information provided in the Project Proposal. This evaluation shall be carried out by separate Discipline Committees, and the Provider's expert bodies during the entire evaluation period. In the process of their evaluation of the Project Proposals, members of Discipline Committees shall abide by the Charter, By-laws, and Rules of Procedure of the GACR's Discipline Committees and Evaluation Panels, and the Code of Ethics for GACR evaluators.

(2) The following information shall be deemed incorrect and/or false, included but not limited to:

- a) in Part A of the Project Proposal under Article 3.2. (3) of this Tender Document:
  - 1. incorrect personal identification number of the applicant or co-applicant or incorrect registration number of the Organization or Co-organization; any deviation of the information provided from the actual correct data or the prescribed form, including any typing or numerical error, shall be deemed incorrect data;
  - 2. information provided in any language other than the required language;
- b) in Part B of the Project Proposal under Article 3.2. (5) to (8) of this Tender Document:
  - 1. numerical data which are not stated in the required currency or form (i.e. in CZK thousands;
  - 2. sums of individual items of eligible costs and items by individual years not corresponding to the total sums, or the proposed Proportion of Funding not corresponding to the actual proportion of funds requested from GACR in the total project costs;
  - 3. the proposed funding is in conflict with existing legislation;
  - 4. proposed personnel costs not corresponding to the respective workloads (FTE) or noncompliant with the provisions of Article 3.3.1. (2) to (5) of this Tender Document;
- c) in Parts C1 and D1 of the Project Proposal under Article 3.2. (9) to (12) of this Tender Document:
  - 1. information provided in any language other than the required language;
  - 2. failure to comply with the required form (maximum number of pages, font size, line spacing etc.) for the documents to be transmitted;
- d) In Part E of the Project Proposal under Article 3.2. (14) of this Tender Document:
  - 1. failure to provide complete information on the other projects of the Applicant and those of the Co-applicant;
- e) in all parts of the Project Proposal:



1. failure to provide data/information required in the annexes referred to in Article 3.2. (15) of this Tender Document;
2. texts adopted from other sources but missing bibliographic citations pursuant to Article 3.1. (1) of this Tender Document;
3. untrue information.

(3) The following information shall be deemed contradictory, including without limitation:

- a) differences in meaning between and among the title, keywords and abstract of the Grant Project in Czech and English;
- b) difference in the Project's timeline in Part A of the Project Proposal, and the timelines suggested by Parts B and C of the Project Proposal.

(4) Any finding that a Project Proposal contains incorrect or false information, inconsistent data, or that the terms and conditions for participating in this Public Tender have not been met, shall constitute grounds to disqualify the Project Proposal from this Public Tender.

#### **4.3. Evaluation of the Professional Standard of the Project Proposal**

(1) Evaluation of the professional standard of the Project Proposal shall be carried out by Discipline Committees, which shall apply the principle of a panel assessment in their activity.

(2) During the evaluation of the proposals, the following elements shall be assessed simultaneously:

- a) originality, quality, overall standard of the Grant Project Proposal, and the breakthrough ideas in it;
- b) competence and qualifications of the Applicant and/or Co-applicant, and those of any Professional Collaborators, to carry out the Grant Project, wherein the professional skills of those individuals shall be assessed as well as their creative contributions in their scientific field vis-à-vis the focus of the Project Proposal, taking into account their research and experimental development results to date; in addition, the Applicant's track record of contribution to the development of the relevant scientific discipline in an international context is also assessed, taking into account the length of his or her scientific career to date;
- c) readiness of the Applicant and Co-applicant to carry out the Grant Project with regard to their technical and institutional resources, taking into account the cooperations proposed; the following shall also be taken into account: the adoption and enforcement of the principles of responsible research and innovation (RRI), including the strategic tools of human potential development, and improvements of working conditions, the existence of a plan for the development of gender equity and/or measures to improve gender equity within HR Awards, etc.

(3) During the evaluation of the quality and standard of the Grant Project Proposal, the following criteria shall be assessed from the viewpoint of the professional focus of the Discipline Committee to which the proposal has been submitted:

- a) scientific aim (aims of the Project Proposal) – an assessment of whether the project seeks to address the issues of significance in an international context and significantly advances the current state of knowledge, whether clear and specific aims have been defined, and their level of difficulty, significance, and feasibility; the proportionality of the scale of the problem proposed for exploration shall be assessed in relation to the resources required and the time necessary for such exploration, as well as the balance between the importance of the project objective and the risk of not achieving it;
- b) proposed Project methodology:
  - 1. concept, preparation, and adequacy of the proposed methodology, including the time schedule of the solution;
  - 2. adequacy (especially in terms of the amount of workload and the share of individual team members in the expected outputs of the Grant Project), and the composition of qualifications in the work team, the involvement of students and, postdocs and the role of individual team members in problem solving; the balanced representation of women and men in the team shall also be taken into account.
- c) the expected quality of the project outputs;
- d) international cooperation – expected involvement of institutions abroad in carrying out the Grant Project, mutual use of each other's equipment by the cooperating institutions, and the deployment of complementary approaches and methodologies;
- e) process, outputs and ways of carrying out any previous grant projects carried out by the Organization, Co-organizations, Applicant and/or Co-applicants if they have ever carried out any such grant project using funds granted by the Provider; any previous violation of the rules by the Organization, Co-organization, Applicant and/or Co-applicant in the management of the targeted funds granted in the past, satisfaction of all obligations defined in the Agreement or the Decision on Grant Funding, the interim and final evaluations of such Grant Projects, if any, shall be taken into account.

#### 4.4. Evaluation of the Proposed Costs

(1) The evaluation of the proposed costs shall be carried out separately by Discipline Committees, and the Provider's expert bodies.

(2) The following elements shall be assessed within the evaluation of proposed costs:

- a) appropriateness of the proposed costs, and the amount of workload, in relation to the Project Proposal and its anticipated results;
- b) legitimacy of individual items of the proposed costs;
- c) proportion of funds requested from the Provider in the total amount of proposed costs (i.e. the Proportion of Funding from the Provider);
- d) satisfaction of the requirements for the volume and definition of eligible costs pursuant to article 3.2. (5) to (8) and Article 3.3. of this Tender Document.

#### 4.5. Selection of Winning Projects

(1) The process of evaluation of the Grant Project Proposals is based on the comparison of the quality of Grant Projects vis-à-vis one another. The evaluation process shall be broken down into two stages.

- (1) The first stage of the evaluation shall take place in the following manner:
  - a) members of the Discipline Committee shall elaborate four independent expert reviews, if possible, and three in case of interdisciplinary projects, where one of the evaluators shall be nominated by the other Discipline Committee;
  - b) based on the reviews elaborated, the Evaluation Panel shall make a comparison of the quality of all Project Proposals of the respective discipline, assess the proposals' quality and benchmark them against international excellence, and propose which Project Proposals should proceed to the second stage of evaluation;
- (2) The second stage of the evaluation shall take place in the following manner:
  - a) Project Proposals proceeding to the second stage of evaluation shall be forwarded to external reviewers aiming to obtain another two evaluations;
  - b) the Discipline Committee shall make a comparison of the quality of all Project Proposals of the respective discipline, and shall propose a preliminary order of projects;
  - c) the GACR Presidium shall decide on the basis of the recommendations of the Discipline Committees on the final selection of Projects to receive a grant.

#### 4.6. Other Grounds to Disqualify a Project Proposal from this Public Tender

(1) Any breach of or failure to comply with the terms and conditions defined in this Tender Document explicitly referred to in Article 3 (3), in Article 3.1. (1) and (7), in Article 3.2. (3) (c), (6), (9), (12), (14) and (15), in Article 3.3.1. (2) and (3), in Article 4.1. (4) and (5), in Article 4.2. (4), and in Article 4.6. (2) of this Tender Document shall constitute grounds to disqualify the Grant Project Proposal from this Public Tender. The decision to disqualify such Project Proposal from this Public Tender shall be made by the GACR Presidium. Failure to meet the above terms and conditions may also constitute grounds to terminate the Agreement on Grant Project Funding, or to revoke the Decision on Grant Funding without prior notice.

(2) Any submission of a Project Proposal which has already received Targeted Aid (Grant Funding) under Act No. 130/2002, or which is submitted two or more times in a given calendar year into the Provider's Public Tenders, shall constitute grounds to disqualify the Grant Project Proposal from this Public Tender. The decision to disqualify such Project Proposal from this Public Tender shall be made by the GACR Presidium.

#### 4.7. Complaints about the Provider's Actions in the Evaluation of the Project Proposal

(1) Anyone who feels affected by GACR's actions or procedures during the evaluation of a Project Proposal pursuant to Article 4 of this Tender Document may, pursuant to the provisions of Section (36) (7) of Act No. 130/2002, file a complaint in respect of the Provider's actions or procedures during the evaluation of the Grant Project Proposal.

(2) Any complaint about GACR's actions in the evaluation of the Grant Project Proposal pursuant to Article 4 of this Tender Document must be submitted within 15 calendar days of the provision of access to the results of this Public Tender, including the provision of access to the individual evaluations of the Project, or within 15 calendar days of the receipt of the notification of the Project Proposal's disqualification from this Public Tender. The procedure pursuant to the provisions of Section 175 of Act No. 500/2004, Code of Administrative Procedure, as amended, shall apply to any complaints submitted at a later time.

(3) The complaint must make clear who is filing it and about which project, and contain a detailed description of the subject of the complaint, i.e. what the complainant believes are the exact errors in GACR's procedures and/or actions in the evaluation of the particular Project Proposal.

(4) Complaints about GACR's actions and/or procedures must be sent through the data mailbox information system (ISDS) into GACR's mailbox, identifier "a8uadk4". The complaint may only be submitted by the complaining Organization's authorised representative/agent, or by the Applicant through such representative/agent.

(5) A complaint about the actions and/or procedures of GACR in the evaluation of the Grant Project Proposal pursuant to Article 4 of this Tender Document, filed by the appropriate deadline, shall be dealt with by the GACR Supervisory Board.

(6) Article 4.7. of this Tender Document shall be without prejudice to the right to file a complaint about GACR's procedure pursuant to the provisions of Section 175 of Act No. 500/2004, Administrative Code, as amended.

## 5. Definition of Information Intended for Publication

(1) For the purposes of this Public Tender and in order to carry out any other obligations on part of Provider, and in order to carry out the obligations under Section 31 of Act No. 130/2002, the Provider may collect the necessary data about Project Proposals and Organizations, including personal data pursuant to Section 17 (6) of Act No. 130/2002. Both physical and digital forms of data collection shall be permitted. Such data are not part of the public domain.

(2) Provider shall abide by separate legislation<sup>20</sup> in the process of collection, processing, and publication of data. The extent of processing data about Project Proposals and Organizations is apparent from the data contained in the Project Proposal.

(3) Only data related to the Projects which the Provider has decided to fund may be disclosed in the publication of the results of the Public Tender, and only to the following extent:

- a) name of the Organization;
- b) name and surname of the Applicant;
- c) registration number and the title of the Grant Project;
- d) scientific field and investigation period (duration) of the Grant Project.

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<sup>20</sup> Act No. 101/2019, on the Protection of Personal Data and on Amendment of Certain Acts, as amended.

(4) After the Agreement on Grant Project Funding is executed, or the Decision on Grant Funding is issued in favour of the Grant Project, data pursuant to provisions of Sections 30 to 32 of Act No. 130/2002 shall be published.

(5) GACR shall process personal data received in the submission of the Grant Project and/or in the following course of this Public Tender as the Controller pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended (“GDPR”), namely due to satisfaction of a legal obligation, which is the proper administration of a Public Tender in research, experimental development and innovation pursuant to Act No. 130/2002, the R&D Act, the purpose of which includes but is not limited to collecting proposals, assessment of the satisfaction of the terms and conditions for participation in this Public Tender, evaluation of the Project Proposals submitted, keeping the relevant records and documentation of the Project, and for publication in the VaVal information system. Additional information on processing and protecting personal data in the Czech Science Foundation is available at:

<https://gacr.cz/uredni-deska/ochrana-osobnich-udaju-a-gdpr-v-grantove-agenture-ceske-republiky/>.

## 6. How to Submit Project Proposals

(1) Project Proposals shall be submitted in digital form pursuant to Article 3.1. (5) of this Tender Document. The data mailbox identifier of the Provider is "ntq92qs". The transmission through the data mailbox must be identified with the text “Project Proposal” in the “Subject” (Re:) field.

(2) It is prohibited to modify the file in PDF format containing the Project Proposal, and the file may only be submitted in the form in which it was created by the Web App and following the procedure described in Article 3.1. (6) of this Tender Document.

(3) Standardised affidavit forms pursuant to Act No. 130/2002 and Act No. 218/2000 are available on the Provider’s website at <http://www.gacr.cz>. The affidavit must be filled in following the instructions given, and subsequently signed.

(4) The affidavit, the complete copy of a record in the Register of Beneficial Owners, and any other documents pursuant to Article 2.2. (1) and (5) of this Tender Document shall be delivered physically by the Tender Deadline in written form by post or in person to the GACR registry (mail room) located at Evropská 2589/33b, 160 00, Praha 6, in an envelope marked with “Eligibility”, or digitally – signed by a recognized digital signature pursuant to a separate law or regulation<sup>21</sup> to the Provider’s data mailbox, using the identifier “a8uadk4”.

(5) Organizations which are not public institutions of higher education, public research institutions, or persons/entities established under separate generally binding legislation or through a published decision, shall attach a trade licence or another type of licence/authorisation as required, to their affidavit.

(6) Other types of licences/authorisations, as per separate legislation, shall be submitted if required for carrying out the Grant Project. In that case, photocopies of such licences shall be

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<sup>21</sup> Act No. 297/2016, on trust services for electronic transactions, as amended.

submitted by all Organizations notwithstanding their legal form as annexes to the Project Proposal. These annexes shall be added as attachments in the Web App to the Project Proposal; they are not part of the PDF file generated by the Web App containing the Project Proposal, and shall not be delivered through the data mailbox.

(7) The Project Proposal and affidavit as per Article 2.2. (1) and (5) of this Tender Document may be submitted by the prescribed procedure as early as the first day following the publication of the Tender Notice, but no later than the Tender Deadline (the last day of the Tender Period), as defined under Article 2.3. (1) of this Tender Document. The deciding factor in assessing whether the deadline has been met for a Project Proposal is the date of delivery into the Provider's data mailbox; the deciding factor in assessing whether the deadline has been met for affidavits is the date of handover to Czech Post, or the date of delivery to the Provider (the latter only in case of a personal delivery or delivery by courier).

## 7. Annexes

Annex 1 – Categorisation of Scientific Fields into Evaluation Panels

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Annex 6 – Tender Notice

Annex 7 – Definition of Types of Outputs

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## **Annex 1 – Categorisation of Scientific Fields into Discipline Committees**

- EX1 – Mathematics and Physics 1**
- EX2 – Physics 2**
- EX3 – Chemistry**
- EX4 – Human Biology and Medical Sciences**
- EX5 – Biology and Agricultural Sciences**
- EX6 – Social Sciences**
- EX7 – Humanities**
- EX8 – Technical Sciences and Informatics**



## Annex 2 – Affidavit to Demonstrate Eligibility (standardised form)

### AFFIDAVIT MADE BY A LEGAL ENTITY

#### I. Organization:

Business name or Organization name <sup>1)</sup>:

Registered seat of the Organization <sup>1)</sup>:

Registration number ("IČO") of the Organization <sup>1)</sup>:

Registered in a public (or other) register administered by <sup>1), 2)</sup>

Under section                      file number

being represented by all the individuals who make up the governing body of the Organization, or individuals who are members of the governing body of the Organization (identified in Section III of this Declaration) (hereinafter referred to as “**the Organization**”).

Type of Organization (as per Central Project Database within IS VaVal) .....

Type of Organization (as per Ministry of Finance classification) .....

Type of Organization (as per European Commission classification) .....

#### II. Organization's affidavit

Hereby, pursuant to the provisions of Section (18) 2 (c) to (f), (h) and (i) of Act No. 130/2002, on Funding for Research, Experimental Development, and Innovation from Public Funds and on the Amendment to Certain Related Acts (the Research and Development Act or “R&D Act”), as amended,

**represents that the Organization:**

- is not in liquidation and there are no insolvency proceedings pending, imminent or actual, in respect of a bankruptcy;
- has paid any liabilities, if due, owed to the State or a territorial self-governing unit, and/or any other liabilities, if due, owed to the State, a state fund, a health insurance company, or the Czech Social Security Administration;
- has not been sentenced by final judgement of a criminal offence, the facts of which case relate to the object of the business of the Organization, and/or a financial offence and/or crime against property, nor is regarded as such by law;
- has not been subject to disciplinary action in the last three years under separate legislation governing the performance of professional activity if that activity is related to the subject matter of this Public Tender in research experimental development and innovation;
- is an entity which is not an organization in distress under a directly applicable regulation of the European Union;
- is not facing a recovery order issued as a result of a decision by the European Commission under the directly applicable regulation of the European Union.

#### III. Individuals who make up the governing body of the Organization (or individuals who are members of the governing body of the Organization):

Name and surname, position <sup>1)</sup>:

Residence <sup>1)</sup>:

(If you run out of space, please provide the information about additional individuals on a separate sheet clearly labelled as an annex to this Affidavit.)

**IV. Affidavit of the individuals who make up the governing body of the Organization, or the individuals who are members of the governing body of the Organization:**

The individuals referred to in Section III above of this Affidavit hereby, pursuant to the provisions of Section (18) (b) of Act No. 130/2002

**represent that they:**

- have not been convicted by final judgement of a criminal offence, the facts of which case relate to the object of the business of the Organization, and/or a financial offence and/or crime against property, nor are regarded as such by law;
- have not been subject to disciplinary action in the last three years under separate legislation governing the performance of professional activity if that activity is related to the object of this Public Tender in research experimental development and innovation;

**V. Organization's Warranty and Representation in Respect of Grant Project Proposal Constituting a Request for Subsidy pursuant to Budget Rules**

The Organization hereby warrants and represents that the information below (completed in Sections VI to VIII of this Affidavit) required by Section 14 (3) (e) of Act 218/2000 on Budget Rules and Amendments to Certain Related Acts (the "Budget Rules") is true and full.

**VI. Identification of all individuals acting on behalf of the Organization, specifying whether they act as its governing body or they act on the basis of a power of attorney (Section (14) (3) (e) (1) of Act No. 218/2000) <sup>3) 4)</sup>:**

Title, name, and surname: .....

Place of residence: .....

Acting: a) as its governing body b) on the basis of a power of attorney<sup>6)</sup>

**VII. Identification of entities in which the legal entity of the Beneficiary holds an equity shareholding, and the size of such shareholding (Section (14) (3) (e) (3) of Act No. 218/2000)<sup>4) 5)</sup>:**

Name of the legal entity: .....

Registered seat: .....

Registration number: .....

Size of the equity shareholding in the legal entity: .....

**VIII. The Organization hereby submits this Affidavit for the following public tenders of GACR<sup>7)</sup>:**

- ☐ Standard Projects
- ☐ International Projects
- ☐ JUNIOR STAR Projects
- ☐ POSTDOC INDIVIDUAL FELLOWSHIP Projects
- ☐ EXPRO Projects
- ☐ LA Grants – GACR Lead Agency
- ☐ LA Grants – GACR Partner Agency

Done at..... Date..... <sup>1)</sup>

.....  
Signatures of **all** individuals who make up the governing body of the Organization  
or **all** members of the governing body of the Organization

<sup>1)</sup> To be filled in on a computer, typewriter or in block letters.

<sup>2)</sup> To be filled in if the Organization is registered in the Commercial Register or any other public register.

<sup>3)</sup> To be filled in by all Organizations.

<sup>4)</sup> If necessary, please copy Sections III to V or, if you run out of space, please provide the required information falling under Sections III to V on a separate sheet clearly labelled as an annex to this Affidavit.

<sup>5)</sup> To be filled in by all organizations except those which are a governmental agency and/or an Organization co-financed from the state budget.

<sup>6)</sup> Strike out or delete whichever does not apply.

<sup>7)</sup> Tick one or more options.

## Annex 3a – Structure of Groups and Sub-groups of Research Fields for IS VaVal – CEP

### **SOCIAL SCIENCES**

AA Philosophy and Religion  
AB History  
AC Archaeology, Anthropology, Ethnology  
AD Political sciences  
AE Management, Governance and Administration  
AF Documentation, Librarianship, Information management  
AG Jurisprudence  
AH Economics  
AI Linguistics  
AJ Literature, Mass media, Audio vision  
AK Sports and Leisure Activities  
AL Arts, Architecture, Cultural Heritage  
AM Pedagogy and Education  
AN Psychology  
AO Sociology, Demography  
AP Urban, Regional and Transport Planning  
AQ Safety and Health protection, Human-machine

### **PHYSICS AND MATHEMATICS**

BA General Mathematics  
BB Applied Statistics, Operations Research  
BC Management Theory and Systems  
BD Information Theory  
BE Theoretical Physics  
BF Elementary Particles and High Energy Physics  
BG Nuclear, Atomic and Molecular Physics, Accelerators  
BH Optics, Masers and Lasers  
BI Acoustics and Oscillations  
BJ Thermodynamics  
BK Fluid Mechanics  
BL Plasma Physics and Gas Discharges  
BM Solid State Physics and Magnetism  
BN Astronomy and Celestial Mechanics, Astrophysics  
BO Biophysics

### **CHEMISTRY**

CA Inorganic Chemistry

CB Analytical Chemistry, Separation  
CC Organic Chemistry  
CD Macromolecular Chemistry  
CE Biochemistry  
CF Physical Chemistry and Theoretical Chemistry  
CG Electrochemistry  
CH Nuclear and Quantum Chemistry, Photochemistry  
CI Industrial Chemistry and Chemical Engineering

### **EARTH SCIENCES**

DA Hydrology and Limnology  
DB Geology and Mineralogy  
DC Seismology, Volcanology and Earth Structure  
DD Geochemistry  
DE Earth magnetism, Geodesy, Geography  
DF Soil science  
DG Atmospheric sciences, Meteorology  
DH Mining Industry including Mining and Coal Processing  
DI Air Pollution and Control  
DJ Water Pollution and Control  
DK Contamination and Decontamination of Soil including Pesticides  
DL Nuclear Waste, Radioactive Pollution and Control  
DM Solid Waste and its Control, Recycling  
DN Environmental Impact on Health  
DO Protection of Landscape Areas

### **BIO-SCIENCES**

EA Morphology and Cytology  
EB Genetics and Molecular Biology  
EC Immunology  
ED Physiology  
EE Microbiology, Virology  
EF Botany  
EG Zoology  
EH Ecology – communities  
EI Biotechnology and Bionics

## **MEDICAL SCIENCES**

FA Cardiovascular Diseases including Cardio surgery  
FB Endocrinology, diabetology, Metabolism, Nutrition  
FC Pneumology  
FD Oncology and Haematology  
FE Other fields of Internal Medicine  
FF ORL, Ophthalmology, Dentistry  
FG Paediatrics  
FH Neurology, Neurosurgery, Neurosciences  
FI Traumatology and Orthopaedics  
FJ Surgery including Transplantology  
FK Gynaecology and Obstetrics  
FL Psychiatry, Sexology  
FM Hygiene  
FN Epidemiology, Infectious Diseases and Clinical Immunology  
FO Dermatovenereology  
FP Other medical specialisations  
FQ Public Health, Social Medicine  
FR Pharmacology and Pharmaceutical Chemistry  
FS Medical Facilities, Apparatus and Equipment

## **AGRICULTURE**

GA Agricultural Economics  
GB Agricultural Machinery and Buildings  
GC Plant growing, Crop rotation  
GD Fertilising, Irrigation, Tillage  
GE Plant Breeding  
GF Diseases, Pests, Weeds and Protection of Plants  
GG Livestock Farming  
GH Livestock Nutrition  
GI Livestock Breeding  
GH Animal Diseases and Pests, Veterinary Medicine  
GK Forestry  
GL Fishery  
GM Food Industry

## **COMPUTER SCIENCE**

IN Computer science

## **INDUSTRY**

JA Electronics and Optoelectronics, Electrotechnics  
JB Sensors, Detectors, Measurement and Regulation  
JC Computer Hardware and Software  
JD Use of computers, Robotics, and its Applications  
JE Non-nuclear Energy, Consumption and Use of Energy  
JF Nuclear Energetics  
JG Metallurgy, Metal Materials  
JH Ceramics, Refractory Materials and Glass  
JI Composite Materials  
JJ Other Materials  
JK Corrosion and Surface Treatment of Material  
JL Material Fatigue and Fracture Mechanics  
JM Civil Engineering  
JN Building Industry  
JO Land Transport Systems and Equipment  
JP Industrial Processes and Processing  
JQ Machinery and Tools  
JR Other Engineering  
JS Reliability and Quality Management, Testing  
JT Propulsion, Engines and Fuels  
JU Aeronautics, Aerodynamics, Aircraft  
JV Space Technology  
JW Navigation, Connection, Detection and Countermeasures  
JY Firearms, Ammunition, Explosives, Combat Vehicles

## **MILITARY**

KA Military

## Annex 3b – Structure of OECD Research Fields by Two-Digit Classification<sup>22</sup>

### **Natural Sciences**

- 1.1. Mathematics
- 1.2. Computer and Information Sciences
- 1.3. Physical Sciences
- 1.4. Chemical Sciences
- 1.5. Earth and Related Environmental Sciences
- 1.6. Biological Sciences
- 1.7. Other Natural Sciences

### **Engineering and Technology**

- 2.1. Civil Engineering
- 2.2. Electrical Engineering, Electronic Engineering, Information Engineering
- 2.3. Mechanical Engineering
- 2.4. Chemical Engineering
- 2.5. Materials Engineering
- 2.6. Medical Engineering
- 2.7. Environmental Engineering
- 2.8. Environmental Biotechnology
- 2.9. Industrial Biotechnology
- 2.10. Nanotechnology
- 2.11. Other Engineering and Technologies

### **Medical and Health Sciences**

- 3.1. Basic Medicine
- 3.2. Clinical Medicine
- 3.3. Health Sciences
- 3.4. Medical Biotechnology
- 3.5. Other Medical Sciences

### **Agricultural and Veterinary Sciences**

- 4.1. Agriculture, Forestry and Fisheries
- 4.2. Animal and Dairy Science
- 4.3. Veterinary Science
- 4.4. Agricultural Biotechnology
- 4.5. Other Agricultural Sciences

### **Social Sciences**

- 5.1. Psychology and Cognitive Sciences
- 5.2. Economics and Business
- 5.3. Education
- 5.4. Sociology
- 5.5. Jurisprudence
- 5.6. Political Sciences
- 5.7. Social and Economic Geography
- 5.8. Media and Communications
- 5.9. Other Social Sciences

### **Humanities and The Arts**

- 6.1. History and Archaeology
- 6.2. Languages and Literature
- 6.3. Philosophy, Ethics and Religion
- 6.4. Arts (Arts, History of Arts, Performing Arts, Music)
- 6.5. Other Humanities

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<sup>22</sup> For a more detailed classification of scientific fields, please refer to:  
[https://www.rvvi.cz/dokumenty/Ciselnik\\_oboru\\_Frascati\\_v20171207web.pdf](https://www.rvvi.cz/dokumenty/Ciselnik_oboru_Frascati_v20171207web.pdf)

## **Annex 4 – Terms and Conditions for Grant Projects**

### **1. Procedure to Execute the Agreement on Grant Funding, or to Issue the Decision on Grant Funding**

(1) The deadline and method of executing the Agreement or issuing a Decision on Grant Funding are stipulated in Section 25 of Act No. 130/2002. The Provider shall notify each Organization in writing of the decision of the Provider's Presidium on the admission of the EXPRO Project Proposal to carry out the Grant Project. If the same Applicant or Co-applicant for a Standard Project has had an EXPRO Project Proposal and another proposal in another GACR tender approved for funding in the same year, the execution of the Agreement on Grant Funding is subject to a written undertaking by the Organization to give up one of the Grants. The Provider shall send the proposed Agreement to the Beneficiary, and the Decision to a Beneficiary which is a governmental agency or a territorial self-governing unit; the Agreement and the Decision stipulate binding terms and conditions on which Targeted Aid (Grant Funding) may be provided, and stipulate the rights and obligations of both the Beneficiary and the Investigator.

(2) Failure to comply with the deadline set by the Provider for the execution of the Agreement, or for the issuance of the Decision on Grant Funding, through the Beneficiary's fault, shall, under Section (25) (2) of Act No. 130/2002, give the Provider the power to execute the Agreement on Grant Funding with the Organization placed next in the ranking of results of this Public Tender, or to Issue a Decision on Grant Funding in favour of such Organization.

#### **1.1. Procedure to Execute the Agreement on Grant Funding**

(1) The Provider shall deliver the Agreement on Grant Funding as a proposal to an Organization which is not governmental agency. Such Organization may either accept or reject such proposal as a whole. The Organization may not make any modifications or additions to the Agreement.

(2) The Organization shall accept the proposal of the Agreement on Grant Funding by returning the signed Agreement without undue delay.

(3) If the Organization fails to execute the Agreement on Grant Funding as above, the Organization shall be deemed to have refused to enter into the Agreement.

(4) The Agreement shall come into existence once executed, i.e. the moment that an acceptance of the Agreement proposal comes into existence under generally binding laws and regulations. The Agreement shall take effect on the date of its publication in the Register of Contracts pursuant to separate legislation. Costs incurred from the launch date of the Project under the Agreement on Grant Funding until the Agreement takes effect under separate laws and regulations shall be deemed eligible and recognized project costs, provided that all other required terms and conditions have been met. A delay in signing the Agreement on Grant Funding by the Provider due to the failure to provide evidence of eligibility before signing the Agreement shall not be grounds to postpone the deadline for the completion of the Project.



(5) If there is an additional participant involved in the Grant Project, the Beneficiary is obliged, without undue delay after the Agreement on Grant Funding takes effect, to execute an agreement with such additional participant for the portion of the Grant Project, where such agreement complies with the Terms and Conditions of the Agreement on Grant Funding, and such agreement with all its annexes shall be delivered to the Provider. The Agreement shall be made for the entire duration of the additional participant's involvement in the Project.

## **1.2. Procedure to Issue the Decision on Grant Funding**

(1) If the Organization is a governmental agency, the Provider shall issue a Decision on Grant Funding in favour of such Organization, the particulars of which shall be parallel to those of the Agreement on Grant Funding, with necessary modifications. In this case, the Provider shall provide funding based on the Decision on Grant Funding in the manner as stipulated by the Act on Budgetary Rules.

(2) The Decision shall become enforceable once a duplicate of it is delivered to the Beneficiary. The enforceability is subject to the demonstration by Beneficiary of its eligibility to carry out the Project pursuant to the Tender Document. If the Decision is transmitted through the data mailbox, it shall become enforceable once delivered to the data mailbox.

(3) If there is an additional participant involved in the Grant Project, the provisions of Article 1.1. (5) of this Annex shall apply with necessary modifications.

(4) If the Beneficiary and the additional participant are governmental agencies falling under the authority of the same budget chapter administrator, no payments of money shall be made between them, and the Provider shall define their relationship in the Decision on Grant Funding. If such additional participants are governmental agencies, the provisions of Article 1.1. (5) of this Annex shall apply with necessary modifications.

## **2. Conditions for, Time Period of, and Manner of Providing Grant Funds**

(1) Unless remittances from the state budget are revised as a result of a provisional budget pursuant to the Act on Budgetary Rules, the Provider shall provide Grant Funding for newly launched Grant Projects after the Agreement takes effect, or after the day the Decision is issued. If any additional participants are involved in the Grant Project, the provision of the Grant Funding in the first year of the project may not start until an agreement between the Beneficiary and any other participant is entered into, and presented to the Provider, pursuant to Article 1.1. (5) of this Annex, and until such agreement has been published duly and timely, in the Register of Contract, pursuant to Act No. 340/2015, on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts, and the Register of Contracts ("Act on the Register of Contracts"), as amended.

(2) Unless remittances from the state budget are revised as a result of a provisional budget pursuant to the Act on Budgetary Rules, the Grant Funding in the second year and any subsequent one of the Grant Project shall start as long as the terms and conditions stipulated in the Agreement or the Decision are being met. For ongoing Grant Projects, additional conditions must be met, as follows:

a) pursuant to Section 10 of Act No. 130/2002, as a condition for continued funding, data must be entered into the Information System for Research, Experimental Development, and Innovation;

b) if it is necessary to execute an amendment to the Agreement or issue an amended Decision on Grant Funding for a given year, such amendment must take effect or such Decision must become enforceable by the given deadline.

(3) Pursuant to Section 10 of Act No. 130/2002, the Provider shall only provide Grant Funding to the Beneficiary by a direct transfer to the latter's bank account established pursuant to the Act on Budgetary Rules, and specified in the Agreement. If an additional participant, which is not a governmental agency nor a territorial self-governing unit, joins the project, the Provider shall transfer the Targeted Aid (Grant Funding) to the Beneficiary including whichever portion is intended for the additional participant based on the agreement between Beneficiary and such additional participant pursuant to Article 1.1. (5) of this Annex.

(4) If an additional participant is involved in the Grant Project, and such participant's share in the Grant Project is clearly specified in the Project Proposal, the provision of the portion of Grant Funding to such additional participant is not subject to the Public Procurement Act<sup>23</sup>.

(5) If the Beneficiary or additional participant is a governmental agency, the Provider shall request the Ministry of Finance of the Czech Republic to implement a budgetary measure; the funds intended for this Beneficiary or additional participant shall be transferred through the budget chapter of the respective founder of such participant.

### **3. Conditions for the Use and Management of Grant Funds**

(1) The Targeted Aid (Grant Funding) shall be managed by the Beneficiary pursuant to the Agreement or the Decision and any amendments thereto. Targeted Aid (Grant Funding) is provided for the entire duration of the Project, and any Targeted Aid (Grant Funds) already remitted shall be regarded as an entirety, not as a separate portion of Targeted Aid provided and exhaustible in the given year of the Project only. The use of the Grant Funding provided pursuant to the Agreement or the Decision for the respective calendar year must be reported and the accounts settled in the given calendar year. Any adjustments to the drawdowns and/or use of the Grant Funding in a given year may only be made pursuant to Article 5 of this Annex. Any action in violation of Article 5 of this Annex constitutes a breach of Budgetary Discipline, and shall constitute grounds to terminate this Agreement without prior notice, or to issue a Decision to Terminate the Grant Funding, and to impose other penalties under the Act on Budgetary Rules.

(2) As Grant Funds are being drawn down and used, it is necessary to abide by the basic structure of Grant Funds as specified in the Agreement or the Decision. If the approved budget of the Grant Project differs in its composition or total amount from the amounts requested in the Project Proposal (or those specified in the relevant Interim Report), the Provider shall send an approved revised financial schedule along with the Agreement (or amendment to the Agreement, or a new Decision), which shall then be binding upon the Beneficiary. Subject as provided otherwise in this Tender Document, the drawdowns and use of Funding, and the composition thereof, are subject to Regulation No. 367/2015, on Principles and Deadlines for Financial Settlement of Relations with the State Budget, State Financial Assets and the National Fund (Financial Settlement Decree), which stipulates the principles and deadlines for financial settlement of relations with the state budget, state financial assets and the National Fund, which is binding to two decimal places (CZK 0.01)

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<sup>23</sup> Act No. 134/2016, on public procurement, as amended.

notwithstanding the accuracy of the data provided in the Interim Report, Interim Subject-Matter or Final Subject-Matter Report.

(3) The Beneficiary is responsible for carrying out the entire Project, including those parts of it which are carried out by another participant. The Beneficiary is obliged to continuously monitor both the drawdowns and the use of the Grant Funds, and the progress of the Grant Project. The Beneficiary is responsible for the use of the Grant Funds pursuant to the Investigator's instructions; however, if the Beneficiary discovers that such instructions are in violation of generally binding regulations or that the Funds are being used ineffectively, inefficiently and/or uneconomically, it shall suspend the execution of the instructions, and inform the Provider.

(4) Pursuant to the provisions of Section (8) (1) of Act No. 130/2002, the Beneficiary and the other participant shall keep separate accounting records of the project costs incurred in line with the structure of the approved costs in order to be able to provide the Investigator or the Provider with reliable information on the balances of the amounts drawn down and used upon request without delay at any time of the year. Pursuant to Section (8) (1) of Accountancy Act No. 563/1991, as amended, the Beneficiary and the other participant are obliged to keep their accounting records correct, complete, traceable, comprehensible, clear and in a manner guaranteeing the durability of such accounting records.

(5) All accounting documents which the Beneficiary and another participant use as records of the drawdowns and use of the Grant Funds must comply with the required particulars as stipulated by the Accountancy Act and must be labelled with the account number of the Targeted Aid (Grant Funds) assigned to the particular Project. Separate accounting records must always indicate the Grant Project registration number, all revenues and expenses for this analytical account in the given year, the date and purpose of each item (it must clearly show the connection with the Grant Project, the amount in CZK, and a classification of the item pursuant to the Beneficiary's chart of accounts).

(6) In its Interim (respectively Final) Report each year, the Beneficiary shall submit to the Provider a detailed overview of the use of approved costs and the Grant Funds received, and the amount of unused Grant Funds carried over to the following years of the Project, including the amount of Funds transferred by the Beneficiary to a dedicated Grant Fund Account established pursuant to the Higher Education Act or the Public Research Institutions Act, except for the final year of the Project. Information shall be provided on the drawdowns and use of Funds by the Beneficiary and any other participant. Potential changes during the year must be explained/justified in the regular Interim Reports.

(7) The Beneficiary is obliged to submit to the Provider any background documentation as the basis for the financial settlement of the Funds received by the Beneficiary each year in compliance with the Provider's instructions, and upon termination of the Project Funding, pursuant to separate laws and regulations (the Beneficiary shall show the amount allocated for the individual Grant Projects funded by the Provider, the amounts drawn down for non-investment costs of the entire accounting period of the previous year, the amount of unused funds carried over to the following years of the Projects, and any information on the transfer to a separate Grant Funds Account for the Grant Funds if the Beneficiary is allowed to establish such account) in compliance with the instructions given on the Provider's website. The Provider shall process and submit this information to the Ministry of Finance of the Czech Republic in order to settle the Targeted Aid (Grant Funding) amounts against the state budget.

(8) The Beneficiary shall manage all the Grant Funds received. The Beneficiary shall be accountable to the Provider for the management of the Grant Funds. If the Beneficiary assigns a portion of the Grant Funds to another participant, pursuant to the Terms and Conditions of the Agreement, or the Decision on Grant Funding, and based on a separate agreement covering the portion of the Grant Project entered into by and between them, the other participant shall further manage this portion of the Grant Funds, and shall be obliged to comply with all the obligations stipulated in such separate agreement. The Beneficiary is also obliged to control the management of the Grant Funds assigned to another participant.

(9) If at any time during a given year of the Grant Project, the Beneficiary or any other participant discover circumstances requiring changes or reassignments, as compared to the structure of the costs approved and/or the Grant Funding received and specified in the Agreement or Decision and its Annexes, the Beneficiary and/or any other participant shall be obliged to follow the procedure specified in Article 5 of this Annex.

(10) If the Beneficiary is entitled under separate legislation to establish a Grant Funds Account, or if the Beneficiary exercises the option to carry over unused Funds to the following year(s), the Beneficiary shall be obliged to draw down and use these funds, and to settle them on or before the last day of the Project.

(11) If the accounting result in the separate analytical records for the given Grant Project shows a surplus on the last day of the year in which the project finished, i.e. if the funds provided to the Beneficiary or another participant of the Project have not been exhausted in full, the Beneficiary is obliged to notify the Provider to that effect, and return the unused funds for the Grant Project as a whole (including any additional participant) to the state budget in a manner as explained below (furthermore, it is necessary to notify GACR about the payment in writing in compliance with the instructions given on the Provider's website, at <http://www.gacr.cz>):

- a) any Beneficiary which is a governmental agency or an agency of a territorial self-governing unit shall return unused Grant Funding to the bank account designated for incoming payments of such Beneficiary's founder;
- b) all other beneficiaries shall return Unused Grant Funds to the bank account specified on the GACR website, at <http://www.gacr.cz>.

(12) Pursuant to the provisions of Section 13 of Act No. 130/2002, the Provider is obliged to verify the achievement of the objectives of the Grant Project, including financial reviews, and monitoring of the drawdowns and the use of the Funds, and the effectiveness of the approved costs under the Agreement on Grant Funding or the Decision on Grant Funding, both on part of the Beneficiary and any other participant, including the audit and financial reviews pursuant to Act 320/2001, on Financial Control in Public Administration and on Amendments to Certain Acts (the "Financial Control Act"), as amended. The Beneficiary and any other participant are obliged to enable the Provider to perform reviews and to cooperate with the Provider upon request.

(13) If any deficiencies are discovered during the review, the Provider shall proceed in accordance with existing legislation, this Tender Document, the Agreement on Grant Funding, or the Decision on Grant Funding awarded to the Project. If the Grant Funds from the state budget have been drawn down and/or used unlawfully, the Provider shall proceed pursuant to separate applicable legislation (including but not limited to Act No. 218/2000, Act No. 320/2001, and Act No. 280/2009, the Tax Code, as amended).

(14) The Beneficiary is obliged to notify the Provider in writing of any revenues arising out of the results of the Grant Project in its course no later than 60 calendar days within the date that the claim for such revenues arises, and shall disclose the amount and origin of such revenue. In the Interim Report, the Beneficiary is obliged to disclose the total amount of any revenues from the results of the Grant Project received in the given year of the Grant Project, and to propose the use of such revenues for the benefit of the Grant Project. Any revenues from the Grant Project results received after the completion of the Project shall be regarded as:

- a) state budget revenues if the Beneficiary is a governmental agency;
- b) budget revenues of a territorial self-governing unit if the Beneficiary is an agency of this territorial self-governing unit;
- c) the Beneficiary's revenue in case of all other beneficiaries.

#### **4. Principles of Carrying out the Grant Project**

(1) The Beneficiary is obliged to launch and carry out the Grant Project in the manner and within the time limits and deadlines as defined by the Agreement or Decision. The Investigator is obliged to follow the Code of Ethics for the Investigators of GACR projects at all times throughout the Grant Project.

(2) The Beneficiary is obliged to demonstrate or present the results of the Grant Project in a manner that corresponds to the nature of the relevant scientific field and the nature of the Grant Project. The Project results must be structured by types, as defined in Annex 7 to this Tender Document. A publication may only be recognized as an output of a Grant Project if it explicitly states that the work was carried out through the Grant Funding of the Provider, and also if the registration number of the Grant Project concerned is given. If the EXPRO Investigator is involved in another project as the Principal Investigator (PI), the outcomes presented in such other project shall not be accepted as an outcome of the EXPRO Project. Upon submitting the results of the Grant Project, the Beneficiary shall proceed pursuant to the information contained in the Project Proposal. It is advisable to publish the results in the Open Access form if the practice in the given field, the character of the results, and the terms and conditions for the Project so permit; alternatively, the publication results can be transferred to open digital archives pursuant to the terms and conditions of the publisher's licence.

(3) Pursuant to the provisions of Section 16 of Act No. 130/2002, all rights to the results of the Grant Project shall be the property of the Beneficiary. The rights of authors and originators of the results, and holders of the intellectual property rights to such results, are subject to separate laws and regulations. The provisions of Section (16) (4) of Act No. 130/2002 shall apply to the use of the results.

(4) The Beneficiary is obliged to deliver the information about the results of the Grant Projects being carried out to the Provider within the deadline published annually; such results shall be entered into the Information System for Research, Experimental Development, and Innovation (part of the Register of Information on Results – RIV) pursuant to Act No. 130/2002 and Government Regulation No. 397/2009.

(5) The Beneficiary is obliged to notify the Provider in writing of any changes that have occurred as the Grant Project was being carried out which could have any impact on the completion of the Project or which, in any way, affect the Beneficiary's legal personality, or the information required to prove its eligibility, no later than 7 calendar days within the date that the Beneficiary becomes aware of such fact(s).

(6) If, during or after the completion of a Grant Project, it is discovered that the Terms and Conditions of the Agreement or the Decision on Grant Funding have not been met, or that the terms and conditions have been breached pursuant to Act No. 130/2002, the provisions of Section 14 of Act No. 130/2002 shall apply.

(7) The Beneficiary and any other participant are obliged to keep for a period of at least 10 years following the completion of the Grant Project all documentation related directly or indirectly to the Grant Project and its progress, including but not limited to:

- a) expert documentation for the Grant Project;
- b) documentation relating to the management of the Grant Funding received;
- c) accounting documents related to the separate accounts for the management of the Grant Funding received;
- d) contractual documents related to the Grant Project and its progress, including any modifications or amendments thereto;
- e) results of the Grant Project.

(8) The Provider shall store the documents related to this Public Tender, including the Project Proposal submitted to this Public Tender, for a period of 10 years.

#### **4.1. Interim Financial Reports, Interim Subject-Matter Reports, and Final Subject-Matter Reports on Grant Projects**

(1) The Beneficiary is obliged to draw up the Interim Financial Report (hereinafter “Interim Report”), and the Interim and/or Final Subject-Matter Reports on the Grant Project. Forms for those reports are available exclusively on the website of the Provider at <https://www.gacr.cz> in the on-line Web App created for this purpose. The Interim Report and the Interim and/or Final Subject-Matter Reports on the Grant Project must be filled in using the Web App following the instructions therein, and converted to PDF format as per the same instructions. The structure of the Interim Report and the Interim and Final Subject-Matter Reports forms and the exact instructions for completing them are provided in the Web App. The Provider reserves the right to require the Beneficiary/Co-beneficiary to fill in other data relating to the project for statistical purposes, and for the purpose of evaluations of groups of grant projects, even after the project has ended.

(2) Only a version of the Interim and the Interim and/or Final Subject-Matter Reports that contains all its parts with all relevant data required in the Web App shall be deemed a complete and proper Interim Report, Interim and/or Final Subject-Matter Report.

(3) The Interim Report, and Interim and/or Final Subject-Matter Reports must be created in the Web App and transmitted through ISDS to a data mailbox named “Grantové projekty (Grantová agentura České republiky)” (in English: Grant Projects (Czech Science Foundation)) with the identifier “ntq92qs”. After being finalised in the Web App, the Interim Report, and Interim and/or Final Subject-Matter Reports shall be affixed with a digital seal, and thus may no longer be altered in any way. The digital seal ensures for the report the proof of origin of each document received (the document was created in the Web App and a record of it is stored therein), the data become impossible to alter (the Applicant or Organization has not altered the figures or other text in the PDF, and the document thus matches the relevant data in the Web App); the digital seal also stores information that identifies the



version of the report accurately. The version of the Project Proposal which is the last to arrive before the submission deadline through the data mailbox specified in this paragraph shall be deemed to have been submitted – it may not necessarily be the latest version of the Project Proposal in the Web App. Interim Report, and Interim and/or Final Subject-Matter Reports whose digital seal has been removed or replaced by another one shall not be accepted. The delivery in ISDS must be marked as “DZ” (*translator’s note: Interim Report*) or “ZZ” (*translator’s note: Final Report*) in the “Subject” field.

(4) The file referred to in paragraph (1) of this Article containing the Interim Report, and Interim and/or Final Subject-Matter Reports shall at all times retain the title assigned during the conversion process pursuant to paragraph (1) of this Article.

(5) The Interim Report, and Interim and/or Final Subject-Matter Reports shall be submitted for the Grant Project as a whole and also contains information regarding the parts of the Grant Project worked on by another participant.

(6) The contents of the Interim Report shall include information on the use of the approved project costs, i.e. the Grant Funding received, as well as any costs reimbursed from other sources, and information about unused funds carried over to the following years of the Project. The Beneficiary must also include information about the spending of another participant. If the Beneficiary is a public research institution or a public institution of higher education, it must notify the Provider in the Interim Report of how much of the Grant Funding and from which items of it the Beneficiary has transferred to the Grant Funds Account. The Interim and Final Subject-Matter Report shall include information on the progress of the project work, the achievement of the project's objectives, and attainment of its results.

## **4.2. Interim Report on the Grant Project**

(1) The Interim Report shall contain information on the management of the Grant Funds for the period covered by the Interim Report. The Interim Report shall be completed in English. The instructions in the Web App shall be followed in the process of filling in the Interim Report.

(2) The Interim Report must be drawn up for each year of the Project or a fraction thereof, and the Beneficiary is obliged to deliver the Interim Report to the Provider on or before the day published at <https://www.gacr.cz>. In extremely exceptional cases, if the Beneficiary is unable to draw up and submit the Interim Report by the deadline specified due to compelling and objective reasons, the Beneficiary shall notify the Provider to that effect in writing before the deadline, stating the reason why the Interim Report cannot be submitted by the deadline. The Provider may decide to extend the deadline for the submission of the Interim Report. In that case, the provision of the Grant Funding is subject to the execution of an amendment to the Agreement on Grant Funding, or the amended Decision on Grant Funding.

(3) Additional annexes must be attached to the Interim Report incorporated by reference therein. The list of annexes is provided in the Web App.

(4) The Provider may request copies of any documents connected to the respective Grant Project at any time.



### **4.3. Interim Subject-Matter Report on the Grant Project**

(1) The Interim Subject-Matter Report shall contain information on the results of the Grant Project in the course of the Grant Project. Interim Subject-Matter Report shall be drawn up in the English language after 2.5 years of the Grant Project duration. The instructions in the Web App shall be followed in the process of filling in the Interim Subject-Matter Report.

(2) The Beneficiary is obliged to deliver the Interim Subject-Matter Report to the Provider on or before the date specified on the website <http://www.gacr.cz>.

### **4.4. Final Subject-Matter Report on the Grant Project**

(1) The Final Subject-Matter Report shall contain information on the results of the Grant Project over the entire duration of the Grant Project. The Final Subject-Matter Report shall be completed in English one year after the end of the project, i.e. 6 years after the launch of the project.

(2) The Beneficiary is obliged to deliver the Final Report to the Provider on or before the date specified on the website <http://www.gacr.cz>.

(3) If the Agreement on Grant Funding has been cancelled by way of withdrawal therefrom, or if the Agreement has been terminated by notice, or if it has ceased to have effect for any other reason, or if the Decision on Grant Funding has been revoked, the Beneficiary shall draw up the Final Subject-Matter Report, and deliver it by a deadline specified by the Provider. This shall be without prejudice to any other obligations of the Beneficiary.

(4) All the deliverables referred to in Article 4 (2) of this Annex which are the results generated through the entire duration of the Grant project must be submitted digitally in the Web App along with the Final Subject-Matter Report, unless they have already been delivered and presented in the Interim Reports and/or Interim Subject-Matter Reports.

(5) A copy of the Grant Application to ERC must be submitted digitally in the Web App along with the submission of the Final Subject-Matter Report.

### **4.5. Evaluation of the Progress of the Grant Project**

(1) The evaluation of the progress of the Grant Project considering its financial aspects shall be carried out by the Provider's expert bodies annually on the basis of the Interim Reports submitted, and by the Discipline Committee in charge of the Grant Project after 2.5 years of Grant Project duration on the basis of the Interim Subject-Matter Report submitted.

(2) The Provider shall evaluate the progress of the Grant Project using the main criteria as follows:

- a) the progress of the work and the achievement of the aims compared to the plan set out in the Project Proposal, and to the estimated overall schedule for the material completion of assignment;
- b) engagement of the appropriate professionals and personnel in the Project, involvement of students and postdocs;

- c) utilisation of the material and technical resources, equipment and instruments acquired with the use of the Grant Funds;
- d) achievement of the aims and outputs of the Project compared to the plan set out in the Project Proposal, and the estimated overall schedule for the material completion of assignment;
- e) evaluation of the financial management of the Grant Funds received, and/or the proposed budget for the following period (the Provider shall review the drawdowns of the allocated Grant Funds, the effectiveness of spending the Funds, the compliance with the structure of the Funds, and a proper justification (explanation) of any possible transfers or changes);
- f) the personnel, organisational and technical process of building the team, the cooperation of the Beneficiary with the Principal Investigator, and the integration of the team into the organisational structure of the institution; the cooperation of the Beneficiary with any additional participant;
- g) an assessment of the results in the structure defined by the types specified in Annex 7 to this Tender Document.

(3) If the prerequisites for the continuation of the Grant Project are satisfied, and the Provider decides to continue funding the Grant Project, and if the terms and conditions pursuant to Article 2 of this Annex have been met, the Beneficiary shall receive Targeted Aid (Grant Funds) for the following year of the Project.

4) If the prerequisites for the continuation of the Grant Project are not satisfied, the Provider may terminate the Agreement on Grant Funding without prior notice or revoke the Decision on Grant Funding pursuant to the provisions under the Agreement or the Decision, and discontinue the project. If the Project is discontinued (i.e. it is terminated prematurely by the Provider based on the evaluation of the Interim Report or the Interim Subject-Matter Report, and the Agreement is terminated by the Provider), the Project shall be graded as “Incomplete”, and it shall not be possible to request its re-evaluation.

(5) The provider may, in view of the progress of the Grant Project so far, or in view of the results of the financial reviews as defined in the provisions of Section 13 of Act No. 130/2002, reduce the targeted aid (Grant Funding), and the execution of an amendment to the Agreement on Grant Funding and/or the decision amending the Decision to Provide Grant Funding shall be made pursuant to Article 1 of this Annex analogically.

#### **4.6. Evaluation of a Completed Grant Project**

(1) The Discipline Committee in charge the Grant Project falls shall carry out the evaluation of the completed Grant Project on the basis of the Final Subject-Matter Report delivered within 6 years of the launch of the project, and on the basis of the reviews of the management of the Grant Funds received. In addition to the criteria defined in Article 4.5. (2) of this Annex, the Discipline Committee shall also:

- a) evaluate the achievement of the main purpose of the project, the progress of the work, and the achievement of the project aims;
- b) assess whether the documented results generated by the research team, or the results in which the Investigator, or the members of the investigating or co-investigating team(s), have made a

decisive contribution, in terms of scope, quality and potential reception, and whether they will have a significant impact in an international context to the development of the scientific field;

c) establish whether a member of the investigating or co-investigating team(s) has submitted an application into one of ERC's main calls involving a host organization in the Czech Republic during the project or no later than one year within its completion.

In the overall evaluation of the completed Grant Project, the Discipline Committee shall also take into account the compliance with the terms and conditions for the management of the Grant Funds provided.

(2) On the basis of the results of the evaluation of the Discipline Committee, recorded in the evaluation report, shall decide on the overall evaluation of the Grant Project. Each Grant Project shall be evaluated separately. A project shall be graded as "Incomplete" independently of the expert evaluation in any of the following cases:

- a) not all parts of the Interim Report, Interim and/or Final Subject-Matter Report have been delivered;
- b) the Provider has withdrawn from the Agreement on Grant Funding, has terminated the Agreement on Grant Funding, or revoked the Decision on Grant Funding pursuant to Article 4.5. (4) of this Annex; if this is the case, the Beneficiary is not entitled to submit a request for reconsideration of the evaluation;
- c) the declared aims of the Project have not been achieved;
- d) the published or otherwise applied results of the project (publications and/or other results) are not excellent or very good in terms of their quantity or the potential reception, or their potential use in dealing with the problems identified by the project, and the results are unlikely to make a significant impact on the development of the field;
- e) the Investigator, Co-investigator, or member of the project team have not submitted an application into one of ERC's main calls during the project or no later than one year of its completion;
- f) the terms and conditions for submitting the results into the Information System for Research, Development, and Innovation (IS VaVal), Register of Information on Results (RIV) section, have not been met.

(3) If, on the basis of the evaluation of the Discipline Committee, the aims of the Project have not been met through the Beneficiary's and/or Investigator's substantial fault, such fault shall be deemed a breach of budgetary discipline. In this case, the financial penalty for the breach of budgetary discipline shall be 5% of the total amount of the Grant Funds.

(4) Pursuant to the provisions of Section (13) (4) of Act No. 130/2002, and after Grant Projects have been completed, the Provider shall evaluate the achievement of the aims set out in the Agreement or Decision on Grant Funding, the results achieved by the Project and their relation to the Project's aims, and include the aforesaid in the final evaluation of each Grant Project; the Provider shall then enter information pursuant to Government Regulation No. 397/2009 into the Information System for Research, Experimental Development and Innovation.

(5) The Beneficiary may submit a request for reconsideration of the evaluation no later than 30 October of the second year following the completion of the Project; any requests submitted at a later time shall not be considered.

## 5. Changes During the Grant Project

(1) The Beneficiary may not derogate from the existing state of affairs resulting out of the Agreement as executed or Decision as issued, on Grant Funding, including the approved Project Proposal which is incorporated therein by reference. Any changes to the Agreement or Decision must be based on an amendment to the Agreement or a new Decision that has taken force and effect.

(2) In the course of the Grant Project, changes of the Project Proposal approved originally may only occur in the following cases:

- a) change in the approved costs or change in the amount of the Grant Funds awarded;
- b) change of another participant, Investigator or Co-investigator of the Grant Project;
- c) change of Beneficiary.

(3) A change of the aim or the subject matter of the Grant Project is not possible.

(4) The following changes are possible without a request, and do not require an amendment to the Agreement or a new Decision on Grant Funding: an increase in the approved costs by up to 10% of the amount of such costs specified in the Agreement or Decision for the year in question, while maintaining the amount of the Grant Funding provided, and causing the ensuing reduction in the Proportion of Funding by the Provider, redistributions between and among the Items of Basic Structure of the Grant Funds awarded to the Beneficiary or to another participant pursuant to Article 3 of this Annex, and changes in the team of Professional Collaborators, including a change in the total team work capacity (workload) of up to 20 % of the total team work capacity (workload) approved in the Agreement as long as the minimum workloads (FTE) as per Article 3.3.1. (3) of this Tender Document are satisfied, and the professional quality of the team is maintaining; excluded are the change of the Investigator or co-Investigator or another participant, which is regulated by Article 5.2. of this Annex, and the change of the Beneficiary, which is regulated by Article 5.3. of this Annex. However, in the next Report (Interim, Interim Subject-Matter or Final), the Beneficiary must justify such changes in the appropriate part of the form. The changes or redistributions must be proven to be effective, economical, efficient, and supported by activities approved, and must be proved to satisfy the Terms and Conditions for the Grant Funding, as specified in Act No. 130/2002 and in this Tender Document. If the Beneficiary fails to properly substantiate the changes or redistributions referred to in the previous sentence, the Provider has the right not to approve such changes, and to impose penalties pursuant to the Agreement or Decision on Grant Funding..

(5) The procedure referred to in paragraph (4) of this Article may not be used to request, nor to carry out, any redistribution of an item to the category of overhead costs referred to in Article 3.3.3. (6) of these Rules.

6) Redistributions between and among the basic structure items of the Grant Funds awarded to the Beneficiary, and/or to another participant pursuant to Article 3 of this Annex, up to CZK 50,000, are possible without a request, and do not require an amendment to the Agreement or a new Decision on Grant Funding.

(7) In the event that unused funds are carried over to the following years of the Project, or in the event that the Beneficiary, or another participant, is entitled to establish the Grant Funds Account, the provisions of paragraphs (4) and (6) of this Article shall apply analogically, whenever funds are drawn down from such Grant Funds Account.

### **5.1. Procedure to Implement Changes to the Grant Project**

(1) In the event of a material change in circumstances concerning the Grant Project which the Provider could not have foreseen or that the Provider has not caused, the Provider shall propose to the Beneficiary a change in the total amount of approved costs, and/or in the amount of the Grant Funding awarded, and/or an amendment to the Agreement on Grant Funding or the Decision on Grant Funding in writing no later than 7 calendar days within the day that the Provider becomes aware of such change in circumstances. The Beneficiary shall respond to the Provider's proposal in writing within 60 calendar days of the receipt of the proposal.

(2) In the event of a material change in circumstances concerning the Grant Project which the Beneficiary could not have foreseen or that the Beneficiary has not caused, the Beneficiary shall request the Provider to modify the structure and/or the amount of approved costs, and/or the amount of Grant Funds, and/or an amendment to the Agreement on Grant Funding or the Decision on Grant Funding in writing, no later than 7 calendar days within the day that the Beneficiary becomes aware of such change in circumstances, but no later than 60 calendar days before the end of a calendar year. The Provider is not, however, obliged to accept or agree to the Terms and Conditions for the change in the structure nor the amount of the approved costs nor the amount of the Grant Funds.

(3) If the Provider grants the Beneficiary's request submitted pursuant to paragraph (2) of this Article, the Provider and the Beneficiary shall enter into an amendment to the Agreement on Grant Funding with the Beneficiary, or decide to amend the Decision on Grant Funding within 60 calendar days of the receipt of the request. If the Provider rejects the Beneficiary's request submitted under paragraph (2) of this Article, the former shall notify the latter in writing within 30 calendar days of the date that such request was considered; no decision on such request shall be issued.

(4) The request for changes in the Grant Project shall be submitted in English, and must contain the following:

- a) identification information of the Beneficiary, the Investigator (and, if applicable, any other participants and/or Co-investigator in case of a change relating to participants) and the relevant Grant Project, including the registration number;
- b) specification of the requested change;
- c) detailed description of the cause of the requested change, and a justification thereof;
- d) indication of when the cause of the requested change occurred;
- e) signatures of the Beneficiary, or persons authorised to act on behalf of the Beneficiary (or any other participant, if applicable).

## **5.2. Procedures to Implement Changes Requiring Special Attention in the Course of the Project, and Procedures to Change Another Participant, or the Co-investigator**

(1) If the Investigator cannot, for serious reasons, continue carrying out the Grant Project at the Beneficiary's institution specified in the Agreement on Grant Funding or in the Decision on Grant Funding, the Beneficiary shall request the Provider to terminate the project in a manner analogical to that defined in Article 5.1. of this Annex.

(2) If all Professional Collaborators and any other collaborators explicitly agree, the Beneficiary may request a suspension of the Grant Project always for an entire calendar year due to the Investigator's maternity or parental leave, long-term disease, or any other serious occupational obstacles, such as long-term care for a family member or a close person. The request for suspension shall be submitted by the Beneficiary in a manner similar to that defined in Article 5.1. of this Annex. The Beneficiary is obliged to enclose a written consent of all Professional Collaborators involved in the Project with this request. If the Provider agrees to temporarily suspend the Grant Project, the Provider shall proceed in a manner similar to that in Article 5.1. of this Annex. If that is the case, the foregoing shall be without prejudice to the obligation to submit an annual Interim Report.

(3) If the Investigator takes a maternity (paternal) leave and in other situations requiring special attention, the Beneficiary may request a reduction in the Investigator's workload dedicated to the Project pursuant to Article 5.1. of this Annex. The Beneficiary shall also state the reason(s) and the expected duration of the reduced workload in the request.

(4) If, for any serious reason, the Co-investigator is unable to continue carrying out the Grant Project at the institution of another participant specified in the Agreement on Grant Funding, or in the Decision on Grant Funding, the following procedure shall apply:

a) the Beneficiary shall request the Provider in a manner similar to that defined in Article 5.1. of this Annex for a change within the Grant Project consisting of the appointment of a new Co-investigator; the professional qualifications of the new Co-investigator must be documented in the same manner as in the Project Proposal. As a rule, the Beneficiary shall submit a written statement of position from the original project Investigator along with the request;

b) the Beneficiary shall request the Provider in writing to transfer the rights and obligations attached to the Grant Project to another additional participant, i.e. the new Co-investigator's institution; the original other participant's written consent to such transfer, and that of the proposed new additional participant, must be incorporated in this request by reference, bearing their signatures, or the signatures of persons authorised to act on their behalf in this matter; furthermore, it is necessary to demonstrate the professional qualifications of the proposed new participant in a manner similar to Article 2.2. of this Tender Document.

(5) If the Provider grants the Beneficiary's request as per paragraph (4) (a) of this Article, the former shall proceed pursuant to Article 5.1. (3) of this Annex; however, if the Beneficiary rejects the amendment to the Agreement on Grant Funding, the Provider may terminate the Agreement on Grant Funding without prior notice. A similar procedure shall apply in case of a new Decision on Grant Funding.

(6) If the Provider grants the Beneficiary's request under paragraph (4) (b) of this Article, the rights and obligations attached to the Grant Project shall be transferred from the existing additional



participant to the new additional participant by way of a separate trilateral agreement between the Beneficiary, the existing additional participant, and the new additional participant. Simultaneously, an amendment to the Agreement on Grant Funding shall be executed by and between the Provider and the Beneficiary. If the Beneficiary rejects such amendment to the Agreement on Grant Funding, and/or the original or new additional participant rejects the trilateral agreement on the transfer of rights and obligations attached to the Grant Project, the Provider may terminate the Agreement on Grant Funding without prior notice. The same procedure shall apply in case of a new Decision on Grant Funding. An agreement shall be executed by and between the existing additional participant and the new additional participant on the settlement of the assets acquired with the use of the Grant Funds through the history of the Project; such settlement agreement shall be incorporated by reference in the trilateral agreement between the Beneficiary, the existing additional participant, and the new additional participant. If the existing and the new additional participant do not reach an agreement, the Provider may terminate the Agreement on Grant Funding without prior notice.

### 5.3. Procedure to Change the Beneficiary

(1) If such circumstances arise on part of the Beneficiary's institution which is specified in the Agreement on Grant Funding or in the Decision on Grant Funding, and which circumstances should render the expected results and the desired efficiency impossible to achieve within the Grant Project, the existing Beneficiary, the new Applicant, and the Project Investigator all together may request a Change of the Beneficiary. In addition to all the essentials defined in the standard-form Request for Change of Beneficiary, which is incorporated in this Tender Document by reference as Annex 8, the Request for Change of Beneficiary must contain, including but not limited to, the following:

- a) a detailed explanation of all relevant facts, justifying the conclusion that it is not efficient to continue the Project at the institution of the existing Beneficiary;
- b) a breakdown of the approved costs, both drawn down and remaining, within the Project pursuant to Articles II, III and IV of Annex 8 to this Tender Document;
- (c) the interim financial statements of the Project as of the date of the Request for Change;
- (d) the reallocation of approved costs, both drawn down and remaining, within the Project, and the mutual settlement thereof pursuant to Articles V, VI and VII of Annex 8 to this Tender Document;
- (e) a description of the personnel, organizational and technical arrangements for the performance and progress of work at the institution of the new Beneficiary after the change of Beneficiary;
- (f) the outputs of the project used to the benefit of the existing Beneficiary, and the results remaining to be used by the new Applicant, and the mutual settlement thereof;
- (g) a proposal for the mutual settlement between the existing Beneficiary and the new Applicant, including the settlement of the assets acquired with the use of the approved costs of the Project. This proposal must also include the settlement of all property rights which came into existence in the course of the Project, including the rights to the research results;
- (h) full demonstration of the qualifications of the new Applicant;
- (i) an agreement for the assignment of the Agreement on Grant Funding; the Provider's approval of the Request to Change the Beneficiary shall be condition precedent to the entry into effect of such agreement to assign the Agreement.



(2) The change of the Beneficiary must not change the contents of the contractual relationship established on the basis of the Agreement, or the Decision on Grant Funding for the Project.

(3) The purpose of the approval process for the change of Beneficiary shall be primarily to verify that the new Organization meets the legal requirements for the eligibility of the Applicant in the same way as the satisfaction of such requirements was verified originally in this Public Tender, i.e. the new Organization must prove qualifications to the full extent.

(4) The purpose of the subsequent approval process of the change of Beneficiary shall be to verify that the new Applicant is able to provide the Investigator and his or her team members with the same or better institutional and technical resources for the Project. The new Applicant must prove that if he or she had been the Applicant in the original Public Tender, the Project would have achieved exactly the same or better evaluation among the projects selected. To this end, the GACR Presidium shall seek the opinion of the principal project rapporteur and other members of the advisory bodies.

(5) The GACR Presidium shall review the Request and decide without undue delay – i.e. at the next meeting of the GACR Presidium, as a rule. The GACR Presidium may stipulate additional conditions and require the satisfaction thereof, and/or it may request additional documentation for the assessment of the Request.

(6) If the Provider grants the Request submitted pursuant to paragraph (1) of this Article, the new Applicant shall assume the legal status of the existing Beneficiary on the basis of the assignment of the Agreement on Grant Funding pursuant to Section (18) (95) et seq. of Act No. 89/2012, the Civil Code, as amended. The same procedure, with necessary modifications, shall apply in case of a new Decision on Grant Funding.

(7) If the Provider does not grant the Request submitted pursuant to paragraph (1) of this Article, the Provider shall be entitled to terminate the Agreement on Grant Funding without prior notice.

## Annex 5 – Agreement on Grant Funding (standardised form)

**Agreement on Grant Funding as a Subsidy to Fund Grant Project No. ....**  
**Panel/Discipline Committee No. ....**

Based on the results of this Public Tender in research, experimental development and innovations to fund Grant Projects in basic research (hereinafter referred to as the “**Public Tender**”) administered pursuant to Act No. 130/2002, on Funding for Research, Experimental Development and Innovation from Public Funds and on the Amendment to Certain Related Acts (the Research and Development Act or “**R&D Act**”), as amended, (hereinafter referred to as the “**Act**”), in conjunction with the provision of Section 17 of Act No. 218/2000, on Budgetary Rules and on the Amendment to Certain Related Acts (Budgetary Rules), as amended (hereinafter referred to as the “**Budgetary Rules**”) and in conjunction with the provisions of Section 1772 et seq. of Act No. 89/2012, **the Civil Code**, as amended (the “**Civil Code**”), the following Parties hereto:

**1. The Czech Republic – Grantová agentura České republiky (“GACR” or “The Czech Science Foundation”)**

With its seat at **Evropská 2589/33b, 160 00 Praha 6**

Registration number: **48549037**

Represented by: ....., President of the Czech Science Foundation

(hereinafter referred to as the “**Provider**”)

and

**2. ....**

With its seat at .....

Registration number: .....

Represented by:

.....

Registered at: .....

Bank account No.: ..... /.....

Bank name: .....

(hereinafter referred to as the “**Beneficiary**”)

**have today entered into this Agreement on Grant Funding in respect of a Grant Project (hereinafter referred to as the “Agreement”):**

## I. Preamble

1. The Provider published the Tender Notice on ..... The Beneficiary has submitted a Proposal for a Grant Project in the Public Tender, and the rights and obligations of the Provider and the Beneficiary as an Applicant during the Public Tender have been stipulated by the Tender Document for this Public Tender (hereinafter the **“Tender Document”**) in addition to generally binding laws and regulations. The Tender Document is incorporated in this Agreement by reference, and is available on the Provider's website (<http://www.gacr.cz>).
2. To the extent that the Tender Document is relevant for the performance of this Agreement, the Beneficiary is obliged to abide by the Tender Document in the course of the performance of this Agreement. The Beneficiary shall also oblige the Investigator, and any other participant (and the latter shall oblige the co-Investigator) thereto. The Beneficiary is also obliged to make the Investigator aware of the contents of the Code of Ethics for GACR project investigators (hereinafter **“Code of Ethics”**), available on the Provider's website at [www.gacr.cz](http://www.gacr.cz), and to oblige the Investigator to comply with this Code of Ethics in the course of the Grant Project. The Beneficiary shall also oblige any other participant to make the co-Investigators aware of the Code of Ethics, and to oblige the latter to comply with it in the course of the Grant Project.
3. The Beneficiary's Proposal of the Grant Project approved by the Provider, to which the Provider has assigned a registration number ....., is incorporated in this Agreement by reference, and – due to its size – is stored in the Web App for the administration of GRIS projects at [www.gris.cz](http://www.gris.cz), where it is available for the Investigator to display it at any time (hereinafter referred to as **“Project Proposal”**).
4. Based on the results of the Public Tender, the Provider and the Beneficiary are hereby entering into this Agreement in order to define mutual rights and obligations in respect of Funding from public funds awarded to the Project, the identification of which is specified in paragraphs 5 to 7 of this Article of this Agreement, and in the Project Proposal.
5. Title of the Grant Project: .....  
Subject matter and aims of the Grant Project: .....  
  
The aims of the Grant Project, its anticipated results, and the method of verifying the achievement thereof, are specified in the Project Proposal in a precise and binding manner.  
  
Grant Project Registration Number: ..... (hereinafter the **“Project”**)
6. Project start date: .....  
Project completion date: .....  
  
Date of delivery of the Interim Report / Interim Financial Report of the Project: On or before the date set by the Provider and published on its website ([www.gacr.cz](http://www.gacr.cz)).  
  
Date of delivery of the Final Report / Final Subject-Matter Report of the Project: On or before the date set by the Provider and published on its website ([www.gacr.cz](http://www.gacr.cz)).
7. The following individual is hereby appointed the Investigator: ..... (hereinafter the **“Investigator”**).

## II. Total Costs of the Project, and Funds from Public Sources

1. The total amount of eligible costs for the entire duration of the Project is laid down in the Project Proposal in Part B (form), and is equal to ..... The detailed definition of the items of the approved costs and breakdown thereof is stipulated in the Project Proposal and in the breakdown of Funds for the individual years of the Project, which constitutes Annex 1, and is incorporated to this Agreement by reference (hereinafter referred to as “Breakdown of Project Grant Funds”).
2. The total amount of Funds from public sources provided by the Provider (hereinafter referred to as the “**Grant Funds**”) for the entire duration of the Project may reach the maximum of ..... Targeted Aid (Grant Funding) is provided for the entire duration of the Project, and any Targeted Aid (Grand Funds) already remitted shall be regarded as an entirety, not as a separate portion of Targeted Aid provided and exhaustible in the given year of the Project only.
3. The distribution of the Public Funds awarded by the Provider across the individual years of the Project is stipulated in the Breakdown of Project Grant Funds.
4. If, on the basis of the review of the Beneficiary's progress in carrying out the Project, the requirements for continuing the funding of the Project pursuant to Article X of this Agreement have been met, the Provider shall provide the Beneficiary with the relevant funding for the given year according to the Breakdown of Project Grant Funds. If these requirements for continuing the support of the Project have not been met, the Provider may discontinue the funding, and may terminate this Agreement in writing effective on a date at the Provider's discretion, or immediately without prior notice.

### III. Investigator

1. The Investigator is responsible to the Beneficiary for the professional and scientific quality of the Project. The rights and obligations of the Investigator vis-à-vis the Beneficiary shall be governed by a separate contractual relationship between them unless the Beneficiary and the Investigator are the same entity/person. The rights and obligations of the Investigator vis-à-vis the Provider shall be governed by the provisions of this Agreement and the Tender Document. The Beneficiary shall oblige the Investigator to exercise these rights and meet these obligations.
2. The Beneficiary is responsible for the Investigator's acceptance of appointment as the Project Investigator, for making him or her aware of the contents of this Agreement, including the contents of all its Annexes and amendments, as well as the Tender Document, and agrees to comply with all the provisions of generally binding laws and regulations, and of this Agreement, including all its Annexes and amendments, the Tender Document, and the Project Proposal.
3. The Beneficiary hereby warrants to the Provider that the aforementioned Investigator is in employment with the Beneficiary, unless the Beneficiary and the Investigator are the same natural person, or that such employment shall be established on or before the Project start date.

#### **IV. Provision of Grant Funds**

1. For the first year of the Project, the Provider shall provide the Beneficiary with funding for the Project in the amount in accordance with the Breakdown of the Project Grant Funds, subject to the satisfaction of the terms and conditions by the deadline and in the manner as defined by the provisions of this Agreement and the Tender Document.
2. If, on the basis of the review of the Beneficiary's progress in the Project, the terms and conditions for continuing the Project support have been met, the Provider shall provide the Beneficiary with appropriate funding pursuant to the Breakdown of Project Grant Funds in each subsequent year, subject to the satisfaction of the terms and conditions by the deadline and in the manner as defined by the provisions of this Agreement and the Tender Document. The Provider may, if the terms and conditions for the continued funding of the Project have not been fully met, propose to the Beneficiary a suitable modification of the Project, including a change in the Breakdown of Project Grant Funds, as recommended by the Discipline Committee. If the conditions for continuing the provision of Grant Funds have not been met, or if the Beneficiary does not accept a desirable change in the Project, including a change in the Breakdown of Project Grant Funds, the Provider may discontinue the provision of Grant Funds, and also terminate this Agreement in writing effective on a date at the Provider's discretion, or immediately without prior notice.
3. If remittances from the state budget are revised as a result of a provisional budget, the Provider shall determine, at its own discretion, the schedule for providing the Grant Funds to the Beneficiary. In that case, the Provider may also terminate this Agreement without prior notice at any time.

#### **V. Involvement of Additional Participants**

1. If one or more additional participants are to participate in the project, the extent and specification of their participation shall be outlined in the Project Proposal. The provision of Funds to any other Project participants, including the amount of such Funds, is contingent upon the provision of Funds to the Beneficiary, and the amount of such Funds is specified in the Breakdown of Project Grant Funds.
2. If one or more additional participants are to participate in the Project, the Beneficiary is obliged to enter into a written agreement on participation in the Project with each additional participant on the terms and conditions defined by the Tender Document and this Agreement, and in line with the requirements thereunder, and to prove to the Provider the force and effect of such agreement; the Beneficiary shall do so by either submitting a confirmation of publication of such agreement in the Register of Contracts, or by sending a reference to the agreement published therein. Proof of the force and effect of such agreement on participation in the Project as defined by the previous sentence is a condition for the provision of Funds by the Provider to commence. The agreement on participation in the Project must be made by and between the Beneficiary and any other participant for a fixed term which matches the term of this Agreement between the Beneficiary and the Provider, or for a shorter period.
3. If the Provider provides Funds to the Beneficiary including the portion of the Funds dedicated to the other participant, the contents of each agreement on participation in the Project implementation made by and between the Beneficiary and the other participant must include a provision stipulating that the Beneficiary shall provide the other participant with the

specified portion of the Funds within 30 days of the receipt of this portion of the Funds from the Provider, by transfer to the bank account of the participant at a financial institution, which must be explicitly identified in the agreement on participation in the Project. The Beneficiary shall be obliged, by the above deadline and in the above manner, to make available to the other participant(s) all funds which make up the portion of the Funds assigned to the other participant(s), and which are at the Beneficiary's disposal.

4. The Beneficiary shall include in each agreement on participation in the Project made with another participant a provision (or provisions) which oblige the other participant(s) to comply with all of the Beneficiary's obligations, as well as the obligations of the other participant(s) arising out of the provisions of this Agreement and the Tender Document, except for provisions which by definition imply that they may not apply to another participant.
5. The Beneficiary is obliged to include in each agreement on participation in the Project made with another participant a provision (or provisions) which oblige the other participant(s) to facilitate the reviews of such participant(s)' compliance with their obligations to the extent and in the manner as stipulated by this Agreement, the Tender Document, as well as the agreement on participation in the Project made by and between the Beneficiary and the other participant(s), as well as generally binding laws and regulations, where the reviews may be performed by both the Beneficiary and the Provider (the Beneficiary's and the Provider's entitlements to conduct reviews of the other participant(s) are thus identical). In addition, the Beneficiary is obliged to include in each of the agreements on participation in the Project made with another participant a provision (or provisions) which oblige the other participant(s) to meet the obligations vis-à-vis both the Provider and the Beneficiary pursuant to Annex 4, Article 3, Article 4, and Article 5 of the Tender Document.

## **VI. Use of Grant Funds and Principles of Financial Management**

1. The Beneficiary acknowledges the fact that any Funds received from the Provider under this Agreement are a subsidy pursuant to generally binding laws and regulations, and are linked to a certain purpose (earmarked). The Beneficiary or any other participant is obliged to use such funds solely to cover the approved costs of the Project under this Agreement, as incurred by the Beneficiary or any other participant carrying out the Project on the terms and conditions and to the extent as defined in this Agreement, the Tender Document, and generally binding laws and regulations.
2. The Beneficiary is obliged to manage the Grant Funds awarded with due care, to meet the obligations defined in this Agreement, the Tender Document and generally binding laws and regulations, in particular the Act, the Budgetary Rules and the Civil Code; in the process of managing the Grant Funds received, the Beneficiary is also obliged to follow the Provider's written instructions without undue delay upon receipt. Furthermore, the Beneficiary shall oblige each additional participant similarly.
3. If such circumstances arise which require any change in the structure or amount of the Grant Funds in the course of the Project, the procedure specified in the Tender Document for changes in the course of the Project shall be followed.
4. If the Beneficiary or any other participant violates any obligation in respect of the management or use of the Grant Funds arising out of the provisions of generally binding laws and regulations and/or the provisions of this Agreement and/or the Tender Document and/or the Project

Proposal, the Beneficiary shall return such Grant Funds or the resulting difference in the Grant Funds to the Provider, and the Provider may terminate this Agreement without prior notice at any time. The foregoing is without prejudice to any other consequences of the breach of obligations arising out of generally binding laws and regulations, this Agreement, or the Tender Document.

## **VII. Accounting and Financial Records**

1. The Beneficiary is obliged to keep separate accounts for the Project (pursuant to generally binding laws and regulations governing the principles of keeping accounting records), and to keep such records correct, complete, traceable, comprehensible, clear, ensuring the durability thereof, and in a way that makes it possible for the Beneficiary upon the Provider's request, at any time, to report credible, up-to-date, and demonstrable data showing the financial situation in respect of the Grant Funds, and to explain the background of any financial item.
2. Within the above accounting records, independent and separate itemization of all the approved costs of the Project must be kept in a separate analytical account, and a separate sub-account within such account must also keep the separate records of costs and expenditures paid out of the Grant Funds. The records of the financial management of the Grant Funds must, therefore, be completely separate from the general accounting records of any other funds remitted within the Project (e.g. the Beneficiary's own financial resources, or those of any other participant).
3. Additional obligations of the Beneficiary concerning the accounting records, including the financial settlement of the subsidy provided vis-à-vis the state budget, arise out of the Tender Document, and generally binding laws and regulations.
4. The Beneficiary is obliged to settle vis-à-vis the state budget no later than 15 February of the year following the completion of the Project, and the Beneficiary is also obliged to deliver to the Provider no later than 15 February of each calendar year true and complete information on drawdowns from the Grant Funds received for each individual Project carried out by the Beneficiary in the previous calendar year in both physical and digital form, using the dedicated standardised form provided by the Provider, containing the following particulars:
  1. identification of the Beneficiary, Investigator and Project;
  2. total amount of the Grant Funds provided in the calendar year for which the information is provided;
  3. total amount of the Grant Funds spent in the calendar year for which the information is provided;
  4. the amount of unused funds carried over by the Beneficiary to the following years;
  5. the amount of unused funds returned to the Provider, including the date of the remittance;
  6. any other data which make up the contents of the pertinent form.
5. By the due satisfaction of this obligation, the Beneficiary also meets its obligation arising out of the provisions of Article 3 of Annex 4 to the Tender Document. If the Beneficiary violates its obligation defined in this Article of this Agreement, the Provider may terminate this Agreement without prior notice at any time.



6. The Beneficiary agrees to fully cooperate with the Provider as necessary, and to provide all documents required by the Provider for the settlement of the Grant Funds vis-à-vis the state budget in compliance with separate laws and regulations.

#### **VIII. Reviews**

1. The Provider may review and evaluate the achievement of the aims of the Project at any time, including reviews of the drawdowns and use of the Grant Funds, the management of the Grant Funds, the effectiveness of the approved costs under this Agreement, and the satisfaction of obligations on part of the Beneficiary, Investigator, other participant, and/or Co-investigator; the Provider may perform such reviews within the institutions of the Beneficiary and/or any other participant, including on-site audits.
2. The Beneficiary (as well as the Investigator) and any other participant (as well as the Co-investigator) are obliged to facilitate the Provider's exercise of its rights to conduct reviews under this Agreement and the Tender Document, and to fully cooperate with the Provider as necessary, or as required by the Provider. The Beneficiary shall oblige each additional participant to oblige any co-Investigator(s) appointed by the additional participant in a similar manner.
3. The Provider has the right to perform a review under this Agreement or the Tender Document at any time during the Project and/or thereafter. The Provider's review of the Beneficiary and/or any other participant does not substitute audits and/or reviews by the territorial financial/revenue authorities pursuant to generally binding laws and regulations.
4. The Beneficiary is obliged to provide nothing but true, complete, and undistorted information in the Interim Reports, Interim Subject-Matter Reports, Final Reports and/or Final Subject-Matter Reports, and/or any other documents (notices, requests, information etc.) submitted to the Provider. If the Beneficiary breaches this obligation, the Provider may terminate this Agreement without prior notice at any time, without prejudice to any other obligations of the Beneficiary stipulated for such situation by generally binding laws and regulations, this Agreement and/or the Tender Document.
5. Additional rights and obligations of the Parties concerning the reviews result out of the provisions of the Tender Document.

#### **IX. Processes within the Project**

1. The Beneficiary is automatically obliged to procure that the Project is launched within 60 calendar days of the date that this Agreement takes effect, and in case of a provisional state budget, on or before the deadline as per the Budgetary Rules and in accordance therewith; the Beneficiary is obliged to continue carrying out the Project until the date of Project completion, as stipulated in Article I (6) of this Agreement, or until the termination of this Agreement, if it occurs before Project completion, in the manner resulting out of this Agreement, including but not limited to its Annexes, the Tender Document, the Project Proposal, and generally binding laws and regulations.
2. The Beneficiary and any other participant(s) are obliged to exercise due professional care in carrying out the Project, utilising all of the expertise of the Beneficiary, the Investigator, the

other participant(s) and/or the co-Investigator. The Recipient shall oblige each additional participant to meet their obligations under this Agreement.

3. The Beneficiary and any other participant are obliged to utilise the tangible and intangible assets acquired with the use of the Grant Funds to carry out the Project, to the extent and in the manner resulting out of this Agreement, the Tender Document, and the Project Proposal. The Beneficiary shall oblige each additional participant to meet its obligations under this Agreement.
4. As part of the Project process, the Beneficiary is obliged to submit to the Provider the Interim Report / Interim Financial Report / Interim Subject-Matter Report / the Final Report / Final Subject-Matter Report by the deadline(s) pursuant to Article I (6) of this Agreement, in the manner stipulated by the Tender Document and including the essentials specified therein.
5. The Beneficiary agrees to comply with additional obligations in the course of the Project arising out of the provisions of this Agreement, the Tender Document, the Project Proposal, and generally binding laws and regulations.
6. The Beneficiary is obliged to complete the Project on or before the date of Project completion as referred to in Article I (6) of this Agreement, and to submit or present the outputs of the project to the Provider in accordance with the Project Proposal and the pertinent provisions of the Tender Document.

#### **X. Evaluation of the Beneficiary's Performance in the Project**

1. Based on the results of the Provider's reviews, the Interim Reports and/or Interim Subject-Matter Reports, the Provider shall carry out regular annual evaluations of the progress of the Investigator in carrying out the Project in the manner and pursuant to the criteria for evaluation of the Grant Project referred to in Article 4 of Annex 4 to the Tender Document.
2. If, according to the Discipline Committee's assessment, the requirements for continuing the funding of the Project in the following year have been met, the Provider shall provide the Beneficiary with the pertinent portion of the Grant Funds for the Project in the following year in accordance with the Breakdown of Project Grant Funds.
3. If, pursuant to the Discipline Committee's assessment, the requirements for continuing the funding of the Project in the following year have not been met, or if the Beneficiary has rejected the proposed amendment to this Agreement instating a desirable change in the Project and/or a change in the Breakdown of Project Grant Funds in accordance with the Discipline Committee's recommendation, the Provider may terminate this Agreement without prior notice.

#### **XI. Information System for Research, Development, and Innovation**

1. The Beneficiary is obliged to process the data for the Information System for Research, Development, and Innovation (IS R&D), the Register of Information on Results (RIV) section, and deliver this data to the Provider to the extent required by generally binding laws and regulations. The Beneficiary is obliged to deliver to the Provider, by the deadline published annually by the Provider, information on the results of all of its projects funded by the Provider, which information is intended for entry into the Information System for Research, Development and Innovation (IS R&D), the Register of Information on Results (RIV) section,

pursuant to the Act and the Government Regulation No. 397/2009, on the Information System for Research, Experimental Development and Innovation, as amended. If an output must be delivered, such as a publication, or a part thereof as part of the Project, in order to meet the above requirement, the Beneficiary shall do so without delay, and by the deadline as defined. If the output of the Project necessitates the delivery in both digital and physical form in order to meet the above requirement, the Beneficiary is obliged to deliver in both forms to the Provider.

2. The rights and obligations in respect of the transmission and provision of data to the Information System for Research, Development, and Innovation (IS R&D) are governed by the provisions of the Tender Document, the relevant generally binding laws and regulations, and the Provider's instructions.

## **XII. Termination of this Agreement**

1. If the Beneficiary or any other entity involved in the Project breaches any of its obligations under this Agreement and/or the Tender Document and/or generally binding laws and regulations, the Provider may terminate this Agreement in writing without prior notice at any time.
2. Furthermore, the Provider may terminate this Agreement without prior notice at any time if any of the following occurs:
  1. this Agreement does not take effect for any reason within 30 days of its execution;
  2. the amendment to this Agreement proposed by the Provider to the Beneficiary pursuant to this Agreement is not executed for any reason within 30 days of its receipt by the Beneficiary;
  3. the Beneficiary loses its eligibility to carry out the Project as defined by generally binding laws and regulations and the Tender Document, including without limitation the situation where the Beneficiary forfeits the authorization/licence to carry out the Project which is required by separate legislation, or if the Beneficiary files for insolvency or liquidation, or if the Beneficiary has been declared bankrupt;
  4. the Beneficiary (a legal entity) is dissolved without liquidation (e.g. in the event of a transformation of the Organization under civil law regulations), or if any other entity should stand to assume the Beneficiary's rights and/or obligations under this Agreement based on any legal situation;
  5. it comes to light at any time after the execution of this Agreement that the Beneficiary, the Investigator, any other participant or the Co-investigator has participated or participates in any project dealing with the same or similar subject matter as this Project, and such other project has received, receives or will receive funding from another source, or it comes to light that the Beneficiary, the Investigator, the other participant or the Co-investigator must have been aware of the existence of such other project before submitting the Project Proposal, even without participating in such other project;

6. it comes to light at any time after the execution of this Agreement that the Beneficiary has provided false, incomplete, or misrepresented information in the Project Proposal and/or submitted a Project Proposal drawn up in conflict with the Tender Document;
  7. it comes to light at any time after the execution of this Agreement that the Project Proposal did not include the essentials pursuant to the relevant provisions of the Tender Document;
  8. it comes to light at any time after the execution of this Agreement that the Beneficiary has failed to meet any of its obligations to provide information, in a due and timely manner, arising out of the Tender Document and/or generally binding laws and regulations;
  9. it comes to light at any time after the execution of this Agreement that the Beneficiary has not met the eligibility requirements for the Project;
  10. it comes to light at any time after the execution of this Agreement that any of the warrants and representations of the Beneficiary (Organization) or the Investigator (Applicant) in the Project Proposal are false;
  11. it comes to light at any time after the execution of this Agreement that any of the warrants, representations and/or assurances made by the Beneficiary in this Agreement are false.
3. In addition, the Provider may terminate this Agreement without prior notice in cases where this right on part of the Provider is incorporated in the individual provisions of this Agreement and/or in the Tender Document, or if such right arises out of generally binding laws and regulations.
  4. The Provider may withdraw, fully or partially, from this Agreement in the event that the Beneficiary has been convicted of a criminal offence referred to in Section (7) (3) (a) or (b) of the Act. This Agreement shall be abrogated from the very beginning (*ab initio*) fully or partially by way of such withdrawal on grounds of such criminal conviction on part of the Beneficiary, and the latter shall be obliged to return the Grant Funds in full, or a portion thereof. In addition, the Provider may withdraw from this Agreement in cases where such right on part of the Provider arises out of any individual provision(s) of this Agreement, the Tender Document, or generally binding laws and regulations.
  5. If the Agreement is terminated by notice, by withdrawal from this Agreement, by agreement between the Parties or otherwise, the obligations under this Agreement shall cease to exist on the date that the termination of this Agreement takes effect, i.e. on the date of the delivery of the notice to the other party, or on the date that the agreement of the Parties hereto to terminate this Agreement takes effect, or on the date agreed by the Parties hereto, or on the date arising out of generally binding laws and regulations. In that case, the Beneficiary agrees to and is obliged to return to the state budget any Grant Funds unused as of the date that the termination of this Agreement takes effect in accordance with the instructions and by the deadline specified by the Provider. Unless the Provider specifies a different deadline for the Final Report, Final Subject-Matter Report, and Final Financial Report, the Beneficiary shall also be obliged to draw up and deliver those reports to the Provider by the deadline as defined above as defined in the pertaining Tender Document and the pertaining instructions from the Provider.

### **XIII. Breach of Budgetary Discipline and Penalties for Breaching this Agreement**

1. The Beneficiary acknowledges that a breach of an obligation under this Agreement, the Tender Document, and/or generally binding laws and regulations, shall be deemed a breach of budgetary discipline. In the event of such breach, the Beneficiary shall be liable to a financial penalty for breaching budgetary discipline pursuant to Section 44 (a) of the Budgetary Rules in the amount as stipulated in the following Articles hereof for each type of breach:

2. Within the meaning of the provisions of Section 14 (5) of the Budgetary Rules, the Provider hereby stipulates, as a minor condition in respect of a subsidy received, the Beneficiary's obligation to remit the portion of Grant Funds dedicated to another participant within 30 days of the receipt of this portion of Grant Funds from the Provider by means of a bank transfer to the other participant's bank account with a financial institution as specified in the agreement on participation in the Project. Pursuant to the provisions of Section 44 (a) (4) (a) of the Budgetary Rules, any failure to meet this obligation shall be deemed to be an unauthorised use of a subsidy. If the Beneficiary's default on this obligation is up to 1 week, the Provider hereby stipulates a penalty for the breach of budgetary discipline in the amount of 1% of the amount constituting the breach of budgetary discipline, i.e. the amount which was due to be transferred to another participant. If the Beneficiary's default on this obligation is over 1 week, the Provider hereby stipulates a penalty for the breach of budgetary discipline in the amount of 5% of the amount constituting the breach of budgetary discipline, i.e. the amount which was due to be transferred to another participant.

3. If the Provider grades the Beneficiary's Project as "Incomplete with Penalty" in the final evaluation of the Project, such score shall be deemed to be an unauthorised use of a subsidy pursuant to the provisions of Section 44 (a) (4) (a), and the financial penalty for such breach of budgetary discipline shall be 5% of the total amount of the Grant Funds.

4. Any of the following breaches of obligations by Beneficiary shall be deemed a breach of budgetary discipline pursuant to the provisions of Section 44 (a) (4) (a):

1. to submit an Interim Report / Interim Financial Report / Interim Subject-Matter Report to the Provider by the deadline defined by Article I (6) of this Agreement in the manner as specified, and including the essentials as required;
2. to submit the Final Report and/or Final Subject-Matter Report to the Provider by the deadline defined by Article I (6) of this Agreement in the manner as specified, and including the essentials as required;

For the breach of these obligations, the Provider, within the meaning of Section 14 (5) of the Budgetary Rules, hereby imposes a financial penalty for breach of budgetary discipline as follows:

- a) for one (1) day of delay in performing the obligation referred to in points 1 and 2 of this paragraph, the financial penalty for breach of budgetary discipline shall be CZK 5,000 (five thousand Czech crowns);
- b) for two (2) days of delay in performing the obligation referred to in points 1 and 2 of this paragraph, the financial penalty for breach of budgetary discipline shall be CZK 10,000 (ten thousand Czech crowns);
- c) for three (3) days of delay in performing the obligation referred to in points 1 and 2 of this paragraph, the financial penalty for breach of budgetary discipline shall be CZK 15,000 (fifteen thousand Czech crowns);

- d) for four (4) days of delay in performing the obligation referred to in points 1 and 2 of this paragraph, the financial penalty for breach of budgetary discipline shall be CZK 20,000 (twenty thousand Czech crowns);
- e) for five (5) days of delay in performing the obligation referred to in points 1 and 2 of this paragraph, the financial penalty for breach of budgetary discipline shall be CZK 25,000 (twenty five thousand Czech crowns);
- f) for six (6) days of delay in performing the obligation referred to in points 1 and 2 of this paragraph, the financial penalty for breach of budgetary discipline shall be CZK 30,000 (thirty thousand Czech crowns);
- g) for seven (7) days of delay in performing the obligation referred to in points 1 and 2 of this paragraph, the financial penalty for breach of budgetary discipline shall be CZK 35,000 (thirty five thousand Czech crowns);
- h) for eight (8) up to fourteen (14) days of delay in performing the obligation referred to in points 1 and 2 of this paragraph, the financial penalty for breach of budgetary discipline shall be 5% of the total amount of the subsidy;

5. In the event that the Beneficiary is in default in performing the obligation referred to in points 1 and 2 (4) of this Article for 15 days or more, the financial penalty for the breach of budgetary discipline shall be 25% of the total amount of the Grant Funds, and simultaneously, the Provider may suspend the provision of the Grant Funds.

6. In addition, a breach of any of the following obligations of the Beneficiary shall be deemed to be a breach of budgetary discipline pursuant to Section 44 (a) and (4)(a) of the Budgetary Rules:

- 1. breach of obligation to process data/information to be entered into the Information System for Research, Experimental Development, and Innovation (IS R&D), and to deliver such data/information to the Provider by the deadline defined Article XI of this Agreement;
- 2. breach of obligation to send to the Provider a duly completed form for the financial settlement vis-à-vis the state budget of subsidies awarded to the Beneficiary as Grant Funds for the Grant Project(s) by a deadline pursuant to separate laws and regulations.

In the event of a breach of the above obligations, the Provider imposes a financial penalty for breach of budgetary discipline in the amount of 1% of the total amount of the Grant Funds pursuant to Section 14 (5) of the Budgetary Rules.

7. If any additional participant breaches any obligation which it has agreed to meet in an agreement with the Beneficiary pursuant to Article V. (5) of this Agreement, or which obligation the other participant was obliged to undertake pursuant to this Agreement (the Beneficiary's obligations as well as the obligations of another participant under this Agreement and the provisions of the Tender Document, except for the provisions which imply, by definition, that they may not apply to any other participant), the Beneficiary shall be obliged to pay the Provider a contractual penalty in the amount of CZK 5,000 (five thousand Czech crowns) per each individual breach of obligation by another participant, and per each additional week or a fraction thereof in which the Beneficiary is in default with the performance of such obligation, or per each additional week or a fraction thereof in which such breach of obligation persists.



8. The Beneficiary is also obliged to pay a contractual penalty in the amount of CZK 5,000 (five thousand Czech crowns) for a breach of budgetary discipline in the event of a breach by any other participant per each additional week or a fraction thereof in which the default on a specific obligation owed by the other participant persists pursuant to Article V (5) of this Agreement, or an obligation which the other participant was obliged to assume under this Agreement (i.e. failure by such participant to facilitate a review of the performance of the obligations thereof in the manner and to the extent defined by this Agreement and the provisions of the Tender Document, a breach of obligation pursuant to Annex 4, and Articles (3), (4) and (5) of the Tender Document).

9. Any breach of obligation pursuant to Article (VI), Article (IX) (2) and (3), Article XII (2) Point 5, 6 and 7 of this Agreement which the Beneficiary has agreed to meet in relation to the use of a subsidy, shall be deemed a breach of budgetary discipline, where the financial penalty for such breach shall be equal to the amount constituting the breach of budgetary discipline, as per Section (44) (a) (4) (b) of the Budgetary Rules.

10. If the Beneficiary breaches any of its obligations under this Agreement or the Terms and Conditions of the Tender Document, the Provider may, automatically and immediately, discontinue providing the Grant Funds as per this Agreement until the Beneficiary remedies the infringing state of affairs, and implements such measures which provide a guarantee to the Provider that the Beneficiary shall not commit any further breach of its obligations.

#### **XIV. This Agreement: Force, Effect, Form, Term, Amendments**

1. This Agreement comes into force and takes effect on the day it is executed unless a separate law and/or regulation stipulates otherwise. Should the effective date of this Agreement under a separate legal regulation precede the date of the launch of the Project pursuant to Article I (6) of this Agreement, this Agreement is hereby entered into with a condition precedent postponing the effective date of this Agreement until the launch date of the Project pursuant to Article I (6) of this Agreement.
2. The Provider represents that it is an Entity Subject to Obligation pursuant to the provisions of Section (2) (1) of Act No. 340/2015, on the Register of Contracts, as amended, and may be obliged thereunder to publish this Agreement in the Register of Contracts. In the event that both Parties hereto are obliged to publish this Agreement in the Register of Contracts, the Parties agree that it is the Provider who shall publish this Agreement. The Beneficiary shall fully cooperate with the Provider as necessary in order to have this Agreement published in the Register of Contracts. The foregoing is without prejudice to the Beneficiary's right to publish an amendment, if any, to the contractual documentation which has not been published pursuant to the Act on the Register of Contracts, or if the Beneficiary has received an order from a superior authority and/or court which requires the publication of the unpublished portion(s) of the contractual documentation and/or or the metadata concerned pursuant to the rules governing free access to information. The Beneficiary agrees to inform the Provider of such correction of the data published, and to discuss this action in advance with the latter.
3. The Parties hereto agree that certain portions of the contractual documentation, in particular the Beneficiary's Project Proposal, and the specification of financial requirements, shall be excluded from the publication pursuant to separate laws and regulations due to: (i) protection of business secrets, (ii) protection of personal data, (iii) protection of the confidentiality of the financial situation of the Investigator, Co-investigator and team members, in terms of their



assets and property, (iv) protection of the copyrights of third parties and any other rights related thereto; (v) protection of the copyrights held by public institutions which are recipients or co-recipients of public grants for research and development under Act No. 130/2002, on the Funding of Research and Development (vi) the fact that such portions of the contractual documentation contain a technical template, instructions, a drawing, project documentation, a model, method of calculation of unit prices, a model and/or calculation pursuant to the provisions of Section (3) (2) (b) of the Act on the Register of Contracts, and (vii) being excluded by Act No. 130/2002, on the Funding of Research and Development.

4. The Parties hereto agree to maintain confidentiality about all the facts of which they have become aware in connection with this Agreement. The obligation of confidentiality does not apply to facts which are or will become broadly known and available to the public unless such disclosure of facts is a result of breach of this Agreement. The Parties hereto declare that it is in their interest to protect, in particular, the information contained in the specific Project of the Beneficiary and the Annexes to the Agreement or amendments containing the specifications of the financial requirements for reasons defined in Article XIV. (3) of this Agreement. In all circumstances, the Parties are obliged to preserve and protect intellectual property, trade secrets, and confidential information and/or any other information which may not be disclosed pursuant to laws and regulations governing free access to information or any other legislation, and are obliged to maintain the confidentiality of any and all facts the disclosure of which might impair the competitiveness, functioning, and reputation of the other Party hereto. The above information is not subject to publication in the Register of Contracts at least until and unless a possible decision of an authority superior to the Beneficiary and/or the Provider, or a court decision, orders that such unpublished portion of the contractual documentation or such undisclosed metadata must be disclosed pursuant to the laws and regulations governing free access to information.
5. This Agreement has been made by and between the Parties for a fixed period of time. The force and effect of this Agreement shall cease to exist 720 days after the date of completion of the Project defined in Article I (6) of this Agreement. The rights of the Provider and obligations of the Beneficiary under this Agreement relating to the reviews and evaluation of the Project, reviews of the drawdowns and use of Funds, reviews of the financial management of the Grant Funds, reviews of the effectiveness of the approved costs, and satisfaction of obligations owed by the Beneficiary, the Investigator, any other participant, and Co-investigator, pursuant to this Agreement, arising especially out of Article VIII of this Agreement, shall survive this Agreement and continue to apply to the same extent. This Agreement may also be renewed by agreement between the Parties hereto.
6. This Agreement may only be amended or supplemented by written amendments agreed and signed by both Parties hereto. The exchange of e-mail and/or other electronic messages shall not be deemed a written form for this purpose.
7. The Provider may reasonably modify a part of the Tender Document which does not define the Terms and Conditions of the Public Tender pursuant to Section 17 of the Act, by delivering a written notice to the Beneficiary in which the Provider shall notify the Beneficiary of such modification. The parts of the Tender Document which may be subject to such modification include, but are not limited to, Annex 4 – Terms and Conditions for Grant Projects. Should the Beneficiary disagree with such modification of the content of the pertinent section of the Tender Document, the Beneficiary may propose to the Provider within 14 days of the receipt of the above notice that this Agreement be terminated. If the Beneficiary fails to exercise the

right to propose to the Provider by the deadline above that this Agreement be terminated, the Beneficiary shall be obliged to comply with the modified Terms and Conditions of the Tender Document, effective as of the date of the receipt of this notice.

#### **XV. Rights to Project Results, Dispute Resolution, General and Final provisions**

1. All rights to the outputs of the project shall be property of the Beneficiary and/or the other participants in the Project, as the case may be. The Beneficiary and the other participants are obliged to define their mutual rights to the outputs of the project in a separate agreement. A Beneficiary which is not a natural person is obliged to issue an internal policy to stipulate how such results should be handled. The rights of authors and originators of the results and holders of the rights thereto shall be governed by separate, generally binding laws and regulations.

2. Any disputes between the Parties arising out of or in connection with this Agreement, in the absence of an amicable dispute resolution between the Parties hereto, shall be settled by the authority pursuant to Part V of the Code of Administrative Procedure, or court of competent jurisdiction in the Czech Republic.

3. Terms used in the text of this Agreement have the same meaning as similar terms used and defined in the Tender Document, except for terms explicitly defined in the text of this Agreement. In the event of any discrepancy between the provisions of this Agreement and the Tender Document, the provisions of this Agreement shall prevail. In the event of any discrepancy between the provisions of this Agreement and the Project Proposal, the provisions of this Agreement shall prevail. In the event of any discrepancy between the provisions of the Tender Document and the Project Proposal, the provisions of the Tender Document shall prevail.

4. This Agreement, all rights and obligations of the Parties thereunder, as well as all of the relationships between the Parties established on the basis of this Agreement, or related thereto, shall be governed by the laws of the Czech Republic and, in particular, the Act, the Civil Code and the Budgetary Rules.

5. The Beneficiary must notify the Provider of any changes which are material to the satisfaction of the terms and conditions on which the Beneficiary has received the Grant Funds under this Agreement, and must do so within 7 days of the moment that the Beneficiary becomes aware of the occurrence of such changes.

6. The Beneficiary is not allowed to offset any of its claims against the Provider against any of the Provider's claims arising out of or based on this Agreement.

7. If the Provider believes, on the basis of the findings from a review, that the Beneficiary has breached the Terms and Conditions for this Agreement concerning the breach of the Terms and Conditions for a subsidy received, and such breach constitutes a breach of budgetary discipline on part of the Beneficiary pursuant to Article XIII of this Agreement, the Provider shall serve the Beneficiary a notice calling upon the latter to implement remedial measures. Upon such written notice, the Beneficiary shall be obliged to implement the remedial measures by the deadline as set by the Provider.

8. The abrogation of this Agreement by withdrawal, or the termination of this Agreement by agreement or notice, or any other type of abrogation or termination (unless otherwise agreed between the parties) shall be without prejudice to the Provider's entitlement to receive

payment of a financial penalty for the breach of budgetary discipline, interest on late payments, or any other sanction under this Agreement and/or compensation of damage under this Agreement.

9. No rights arising out of this Agreement may be assigned without the prior written consent of the Provider.

10. No offsets against claims arising out of this Agreement are permitted.

11. The Beneficiary acknowledges that the Provider is an Entity Subject to Obligation pursuant to Act No. 106/1999, on free access to information, as amended, and that the Provider is obliged to disclose information pursuant to Act No. 106/1999 on free access to information, as amended.

12. The following Annexes are incorporated in this Agreement by reference:

- o Annex 1 - Breakdown of Project Grant Funds

13. The following Annexes are incorporated in this Agreement under separate cover:

- o the Project Proposal approved by the Provider, ID version ..... - available in GRIS at [www.gris.cz](http://www.gris.cz);

- o the applicable Tender Document - available on the Provider's website ([www.gacr.cz](http://www.gacr.cz)).

14. If any provision of this Agreement is invalid, null, void, or voidable, it shall be without prejudice to the validity, force and effect of this Agreement as a whole, and to any other part of this Agreement which is not null, void, or voidable.

15. The Parties hereto do not wish any rights or obligations from the past or future practices established between the Parties, or any general or industry practices relating to the object of this Agreement, to be inferred beyond the explicit provisions of this Agreement, unless explicitly agreed to otherwise in this Agreement. In addition to the foregoing, both Parties hereto note that they are not aware of any business practices or practices established between them to date.

16. If this Agreement is executed as a physical document, it shall be made in two original counterparts, each of which shall have the force of an original. This Agreement may also be executed through digital means of communication pursuant to Act No. 297/2016 on Services to Develop Trust in Digital Transactions, as amended. The contents of this Agreement may be modified or amended solely by way of an entry into a written amendment to this Agreement, signed by both Parties hereto. The written form is also required for any legal acts aimed at the termination of this Agreement.

17. This Agreement contains the complete agreement on the subject matter thereof, and all the essentials that the Parties were to define and wanted to define in this Agreement, and which they deem important for the binding nature of this Agreement. No statement or action made by the parties during the negotiations of this Agreement nor any statement or action made after the execution of this Agreement shall be interpreted as contrary to the explicit provisions of this Agreement, nor shall any such statement or action impose any obligation upon either Party.

**The Parties hereto declare that they have read this Agreement, that they agree with the contents and legal consequences thereof, and, in witness whereof, affix their signatures to this Agreement:**

Done at Prague on this \_\_\_\_ day  
of \_\_\_\_\_, 2021

Done at \_\_\_\_\_ on this \_\_\_\_ day  
of \_\_\_\_\_, 2021

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for Provider

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for Beneficiary

President of the Czech Science Foundation

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<sup>1</sup> Where the Beneficiary is a legal entity, or a governmental agency, or a self-governing territorial unit, please also include the name, surname and position of the individual authorised to act on behalf of this legal entity.

Annex No. 1 to the Agreement on Grant Funding to support Project No. .... in the Discipline Committee (Panel) No. ....

### The Breakdown of the Project Grant Funds

Grant funds that may be provided to the Beneficiary by the Provider:

<b>Beneficiary:</b>	.....	Registration number:	.....
<b>Investigator:</b>	.....		
<b>1st Year of Project Implementation</b>			
Material cost:	.....		
Investment cost:	.....		
Personnel cost:	.....		
<b>Total costs of 1st year of Project implementation:</b>	.....		
<b>Provider's subsidy for 1st year of Project implementation:</b>	.....		
<b>2nd Year of Project Implementation</b>			
Material cost:	.....		
Investment cost:	.....		
Personnel cost:	.....		
<b>Total costs of 2nd year of Project implementation:</b>	.....		
<b>Provider's subsidy for 2nd year of Project implementation:</b>	.....		
<b>3rd Year of Project Implementation</b>			
Material cost:	.....		
Investment cost:	.....		
Personnel cost:	.....		
<b>Total costs of 3rd year of Project implementation:</b>	.....		
<b>Provider's subsidy for 3rd year of Project implementation:</b>	.....		
<b>4th Year of Project Implementation</b>			
Material cost:	.....		
Investment cost:	.....		
Personnel cost:	.....		
<b>Total costs of 4th year of Project implementation:</b>	.....		
<b>Provider's subsidy for 4th year of Project implementation:</b>	.....		
<b>5th Year of Project Implementation</b>			
Material cost:	.....		
Investment cost:	.....		
Personnel cost:	.....		
<b>Total costs of 5th year of Project implementation:</b>	.....		
<b>Provider's subsidy for 5th year of Project implementation:</b>	.....		
<b>Total costs of all years of the Project implementation:</b>	.....		
<b>Total subsidy for all years of the Project implementation:</b>	.....		

Out of this amount, the Beneficiary shall transmit the amounts of Grant Funds given below to the other participants unless they are a governmental agency. If the other participants are a governmental agency, GACR shall have the funds transmitted to them by way of a budgetary measure, and the amount transmitted to the Beneficiary shall be reduced accordingly.

<b>Additional participant:</b>	.....	Registration number:	.....
<b>Co-investigator:</b>	.....		
<b>1st Year of Project Implementation</b>			
Material cost:	.....		
Investment cost:	.....		
Personnel cost:	.....		
<b>Total costs of 1st year of Project implementation:</b>	.....		
<b>Provider's subsidy for 1st year of Project implementation:</b>	.....		
<b>2nd Year of Project Implementation</b>			
Material cost:	.....		
Investment cost:	.....		
Personnel cost:	.....		
<b>Total costs of 2nd year of Project implementation:</b>	.....		
<b>Provider's subsidy for 2nd year of Project implementation:</b>	.....		
<b>3rd Year of Project Implementation</b>			
Material cost:	.....		
Investment cost:	.....		
Personnel cost:	.....		
<b>Total costs of 3rd year of Project implementation:</b>	.....		
<b>Provider's subsidy for 3rd year of Project implementation:</b>	.....		
<b>4th Year of Project Implementation</b>			
Material cost:	.....		
Investment cost:	.....		
Personnel cost:	.....		
<b>Total costs of 4th year of Project implementation:</b>	.....		
<b>Provider's subsidy for 4th year of Project implementation:</b>	.....		
<b>5th Year of Project Implementation</b>			
Material cost:	.....		
Investment cost:	.....		
Personnel cost:	.....		
<b>Total costs of 5th year of Project implementation:</b>	.....		
<b>Provider's subsidy for 5th year of Project implementation:</b>	.....		
<b>Total costs of all years of the Project implementation:</b>	.....		
<b>Total subsidy for all years of the Project implementation:</b>	.....		

## Annex 6 – TENDER NOTICE

### Grantová agentura České republiky (The Czech Science Foundation)

with its registered seat at Evropská 2589 / 33b, 160 00 Prague 6, registration number: 48549037 (hereinafter referred to as “GACR”), pursuant to Act No. 130/2002, Funding for Research, Experimental Development, and Innovation from Public Funds and on the Amendment to Certain Related Acts (the Research and Development Act or “R&D Act”), as amended (hereinafter the “Act”), and Act No. 89/2012, the Civil Code, as amended, and separate, generally binding laws and regulations, hereby

#### **publishes this TENDER NOTICE**

**of a Public Tender in Research, Development, and Innovation for the Funding of EXPRO Excellence in Basic Research Grant Projects** (hereinafter referred to as the “Public Tender”).

Terms and Conditions of this Public Tender:

1. This Tender Notice is being published for the funding of **Excellence in Basic Research EXPRO Grant Projects**, i.e. projects in basic research the aim of which is to foster the conditions for the development of excellent research, to set standards of excellence in science, to help overcome the barriers that limit the success of ERC Project Proposals, and to enable the acquisition of the necessary knowledge and experience to be leveraged when applying for highly prestigious European grants. The culmination of a successful project within the EXPRO group of grants will be a Project Proposal submitted in one of the main ERC calls.
2. The expected duration of Excellence in Basic Research EXPRO Grant Projects is five years, with an expected launch on **1 January 2023**.
3. Applicants who meet all the terms and conditions stipulated in the generally binding laws and regulations and in the Tender Document may submit proposals for Excellence in Basic Research EXPRO Grant Projects, whose scientific intent, aims, and exploration methods in **basic research** are chosen at the Applicant’s sole discretion (hereinafter referred to as “**Project Proposal**”) in the following fields:
  - a. – Mathematics and Physics 1
  - b. – Physics 2
  - c. – Chemistry
  - d. – Human Biology and Medical Sciences
  - e. – Biology and Agricultural Sciences
  - f. – Social Sciences
  - g. – Humanities
  - h. – Technical Sciences and Informatics
4. **The eligibility** to carry out the proposed project required under the provisions of Section (18) (2) (a) to (i) of the Act, shall be demonstrated by the Organization upon the submission of a Project Proposal, where the Applicant, an excellent scientist, shall demonstrate its professional competence, its creative contribution in the scientific field whereunder the Proposed Project falls, and its scientific results to date. GACR will assess the foregoing with regard to the nature



of the Grant Project, and with regard to the contents of the Project Proposal pursuant to the criteria specified in Section 5. In addition, the Organization shall demonstrate eligibility pursuant to separate provisions of Section 18 of the Act.

5. **The evaluation criteria** to assess Project Proposals are: originality, quality, overall standard of the Grant Project Proposal, and the breakthrough ideas in it, the skills and qualifications of the Applicant and Co-applicant, if any, and their Professional Collaborators, to carry out the Grant Projects, and the Organization's and Co-organization's, if any, readiness to carry out the project in view of their technical and institutional background. The evaluation of Project Proposals shall be carried out by the Discipline Committees pursuant to the Act and the Charter of GACR.
6. The detailed documents and information necessary to draw up and submit Project Proposals, the terms and conditions for Organizations' eligibility, the requirements for the demonstration of eligibility, and the method of evaluation of Project Proposals are described in more detail in the **Tender Document**. The Tender Document shall be published on the Provider's website at [www.gacr.cz](http://www.gacr.cz) on the first day of the Tender Period (the day after the publication of this Tender Notice).
7. **The Public Tender opens (and the Tender Period starts)** on the day following the day of the publication of the Tender Notice in the Commercial Bulletin and

**ends on 7 April 2022.**

8. Project Proposal **standard forms** are available only on the website of GACR at <http://www.gacr.cz/> in the Internet on-line application designed by GACR for this purpose (hereinafter referred to as the "**Web App**"). The Project Proposal must be completed and converted into PDF format in compliance with the instructions contained in the Web App.
9. **The Project Proposal** must be submitted to GACR through the data mailbox information system on or before the last day of the Tender Deadline.
10. **The evaluation period** shall start on **8 April 2022**, and shall end on **4 November 2022**.
11. **Name and address of the Provider**, telephone number, and e-mail address:  
Grantová agentura České republiky  
Evropská 2589/33b, 160 00 Praha 6  
tel.: +420 227 088 841  
e-mail: [info@gacr.cz](mailto:info@gacr.cz)  
[www.gacr.cz](http://www.gacr.cz)
12. **The results of this Public Tender** shall be announced by the end of the evaluation period by publication on the GACR website at [www.gacr.cz](http://www.gacr.cz). GACR shall subsequently notify each Applicant of the award of the Grant, or otherwise.

## Annex 7 – Definition of Types of Outputs

### J – a peer-reviewed article

A peer-reviewed article in a scientific periodical is an original article and/or a review article published in a scientific periodical (journal) notwithstanding the publisher's country, presenting the original research outputs achieved by the author or a team that included the author, and whose stated affiliation is with a Czech research organization. These are comprehensive texts featuring scientific works, organised as per the requirements of publisher(s) of the periodical in respect of the structure of scientific work (most frequently a summary, introduction, material and methods, outputs, discussion, conclusion, literature/sources overview) including the usual citation style, and an apparatus of footnotes, if any. These types of articles are usually placed in the group of original articles or the reviews in such scientific periodicals.

A scientific periodical means a peer-reviewed, periodically published scientific journal with a scientific editorial board, which is assigned only the ISSN or e-ISSN code, and is published in print-only, digital-only, or print-and-digital form, including an on-line release.

The articles in a scientific periodical are classified as follows:

- **Jimp** – Jimp - an original/review article in a peer-reviewed journal which is included in the Web of Science database and tagged as "Article", "Review", or "Letter"; only articles published in journals with a non-zero impact factor registered in the WoS Core Collection SCI or SSCI database may be considered Jimp outputs in accordance with the evaluation as specified in Methodology 17+.
- **Jsc** - original / review article in a scientific periodical which is included in the Scopus database with the tag "Article", "Review", or "Letter".
- **Jost** - original / review article in a scientific periodical which does not fit in any of the two foregoing groups, and which meets the general requirements for an article in a scientific periodical. The list of peer-reviewed non-impact scientific periodicals shall not be used.

#### The following are not deemed to be scientific periodicals:

- periodicals which do not have ISSN, nor e-ISSN assigned;
- periodicals or extraordinary periodicals published under an ISSN and simultaneously under an ISBN in book form (this often occurs in case of conference papers which are registered in the WoS and Scopus databases. Outputs published in this type of source fall under outputs of type D);
- periodicals for which the method of reviewing contributions is not published and/or established;
- daily or newspaper press and the like, i.e. regular daily press, focused "popular-science" supplements to daily press, weekly newspapers, specialised newspapers (e.g. Zdravotnické noviny, Hospodářské noviny, Učitelské noviny etc.);
- non-fiction popular science periodicals intended for the general public, published by commercial publishers, public institutions, and others;
- science-popularising science periodicals intended for a broader professional public, e.g. published by professional societies, scientific institutions etc., in order to promote and popularise science;

- periodicals of trade unions, political parties, associations etc.;
- business and insurance periodicals;
- standardised forms and newsletters;
- special issues of journals in which texts of conference papers are published.

**The following are not deemed to be peer-reviewed articles:**

- reprints, abstracts, expanded abstracts (e.g. at conferences) etc., even if published in a specialised scientific periodical, articles of an informative or popularising character on research outputs;
- editorial materials, corrections, reviews, literature searches and summaries, even if published in a specialised scientific periodical;
- a preprint article, i.e. the version of the article published before the peer-review process;
- in case of articles under “Jost” ones comprising fewer than 2 pages of text, exclusive of photographs, charts, map exhibits, images, tables, and/or.

**B – Monograph**

A monograph presents the outputs of research which was carried out by the author of the book or by a team of authors that included the author. A monograph book is a non-periodical scientific publication comprising of at least 50 printed pages of the author's own text excluding exhibits such as photographs, graphics, maps etc., published in print or digitally, and reviewed by at least one broadly recognized expert in the respective field in the form of an expert review (such expert reviewer may not be from the author's institution). Such monograph deals with a well-defined problem in a particular scientific field, including the formulation of an identifiable and scientifically recognized methodology (explicitly formulated methodological bases and/or formulation of a new methodology based on previous theoretical research in the field). The formal attributes of a monograph are references to literature in the text, a list of citations, and possibly also an apparatus of footnotes, a bibliography of sources, and a summary in at least one world language.

A monograph book has an ISBN or ISMN assigned. The whole book is developed by a unified team of authors (regardless of each team member's share in the content), even if the individual chapters of the book were written by different/separate authors. Scientific books include monographs, scholarly encyclopaedias and lexicons, critical editions of sources, critical editions of art (music, art etc.), materials accompanied by studies, critical commented translations of demanding philosophical, historical, or philological texts accompanied by studies, critical translations accompanied by commentary of demanding philosophical, historical or philological texts, scientifically designed dictionaries and Thesaurus- or encyclopaedia-type dictionaries in a given field, critical exhibition catalogues etc., as long as they meet the formal criteria set out above.

In case of a multi-volume scientific monograph, each volume may be recognized as an output (and included in the RIV) if each volume alone meets the criteria and has been published as a separate publication with its own ISBN. If a monograph is recognized (and classified in RIV) as type B output, its chapters may not be recognized (nor classified in RIV) as a type C output by the same submitter.

**The following are not deemed to be monographs:**

- books which do not have an ISBN or ISMN assigned;
- teaching texts (i.e. textbooks, coursebooks);
- expert opinions and reports, studies, translations, manuals, information and promotional publications, yearbooks (except for those that meet the requirements of a monograph), annual or similar periodic reports;
- common language dictionaries;
- printed or digitally published research summaries, purpose-made summaries of specialist papers (e.g. within one institution);
- printed or digitally published abstract summaries, or expanded abstracts, or oral communication from conferences;
- methodological manuals, catalogues, and standards;
- proceedings (individual contributions in the proceedings may be an output of type D);
- fiction, non-fiction, travelogues, texts of theatre plays;
- selective bibliographies, annual reports, speeches, reports, collections of students' contest papers, tourist guides;
- commercial translations from foreign languages;
- memoirs, information materials, popularising monographs, biographies, autobiographies, monographically issued final reports from grants or projects.

If the book is published in the Czech Republic, a mandatory copy must be registered in the National Library of the Czech Republic. "Monograph" type of outputs published outside the Czech Republic are verified by a reference to a Digital Object Identifier (DOI) or Open Access (OA), traceability in an internationally recognized catalogue, or by a returnable borrowing from the reporting institution confirmed by the Provider.

#### **C – chapter in a monograph**

A chapter in a monograph (if the book complies with the definition of type B output) may be acceptable if the entire book has only an editor, or in cases where the author is stated as a co-author (albeit with a minority share in the contents) of the entire book (on title page, on the back of title page), and is a member of the team of authors with clearly identified main authors. However, the chapter needs to have an individual author or team of authors.

If the monograph is classified as a type B output in RIV, its chapters cannot be included as a type C output for the same submitter.

#### **D – article in proceedings registered in the Scopus database or in the Web of Science Conference Proceedings Citation Index**

An article in proceedings presents the original outputs of the research carried out by the author or the team that included the author. The article has the regular structure of scientific work including the citation style (it is not an abstract nor an extended abstract), and is published in proceedings.

The proceedings are a reviewed non-periodical publication, published on the occasion of a conference, seminar, or symposium, which contains separate articles by various authors, which usually have a mutual element or share a related topic, and have an ISBN and/or ISSN assigned.

An "article in proceedings" type of output is a paper with a total range of at least 2 pages, excluding photos, graphs, map exhibits, pictures, tables, and advertisements.

**An "article in proceedings" type of output is an article, which is registered:**

- in the Scopus database in sources ("Sources") as a Book Series or Conference Proceedings, and has an ISBN and/or an ISSN assigned;
- in the Web of Science Conference Proceedings Citation Index database and has an ISBN and/or ISSN assigned;
- an article in a special issue of a journal registered in one of the above databases dedicated to the publication of conference papers.

**The following texts are not deemed to be articles in proceedings:**

- occasionally published summaries of scientific papers (e.g. within one institution, on the occasion of anniversaries, founding celebrations and/or annual conferences);
- collected and/or published abstracts, or expanded abstracts;
- articles assorted and published elsewhere etc.

## Annex 8 – Request for Change of Beneficiary

### REQUEST FOR CHANGE OF BENEFICIARY

**REGISTRATION NUMBER OF THE GRANT PROJECT (HEREINAFTER REFERRED TO AS “PROJECT”):**

**PROJECT TITLE:**

**PROJECT INVESTIGATOR:**

**PROJECT START DATE:**

**PROJECT COMPLETION DATE:**

**PROPOSED DATE OF PROJECT ASSIGNMENT:**

#### **CURRENT BENEFICIARY:**

With its registered seat at:

Registration number:

Represented by:

Registered at:

Name and address of bank:

Bank account number:

(hereinafter referred to as “**Current Beneficiary**”)

#### **NEW ORGANIZATION:**

With its registered seat at:

Registration number:

Represented by:

Registered at:

Name and address of bank:

Bank account number:

(hereinafter referred to as “**New Organization**”)

The Current Beneficiary, the New Organization and the Project Investigator hereby request an amendment to the Agreement on Grant Funding for Grant Project No. .... Panel/Committee No. P ..... executed on ..... (hereinafter the “Agreement”) by and between the Current Beneficiary and the Czech Republic – Grantová agentura České republiky (the Czech Science Foundation), with its registered seat at Evropská 2589 / 33b, 160 00 Prague 6, Czech Republic, registration number: 48549037 (hereinafter the “Provider”)

**I. Detailed explanation of all relevant facts, justifying the conclusion that the Project cannot continue at the Current Beneficiary's institution:**

**II. Total approved costs for carrying out the Project from all sources of financing pursuant to the Agreement:**

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year	Total
Total funding remitted by the Provider to the Project						
Total funding received from other public sources (domestic and international)						
Total funding received from non-public sources (own funds, private grants)						
Total approved costs covered by all sources of financing						
Proportion of Funding from Provider						

**III. Breakdown of the total approved costs of the Project incurred by the Current Beneficiary from all sources of funding up until the date of this Request:**

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year	Total
Total funding remitted by the Provider to the Project						
Total funding received from other public sources (domestic and international)						
Total funding received from non-public sources (own funds, private grants)						
Total approved costs covered by all sources of financing						
Proportion of Funding from Provider						

**IV. Expected breakdown of the total approved costs to be incurred in the Project by the Current Beneficiary from all sources of funding up until the proposed date of assignment of the Project:**

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year	Total
Total funding remitted by the Provider to the Project						
Total funding received from other public sources (domestic and international)						
Total funding received from non-public sources (own funds, private grants)						
Total approved costs covered by all sources of financing						
Proportion of Funding from Provider						



**V. Approved costs of the Project pursuant to the Agreement:**

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year	Total
Material costs						
Personnel costs						
Investment costs						
Total						

**VI. Total approved costs incurred in the Project by the Current Beneficiary of the Project up until the date of submission of this Request:**

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year	Total
Material costs						
Personnel costs						
Investment costs						
Total						

**VII. Estimate of approved costs to be incurred the Current Beneficiary of the Project up until the proposed date of Project assignment:**

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year	Total
Material costs						
Personnel costs						
Investment costs						
Total						

**VIII. Application of Project outputs:**

**Outputs applied to date:**

Type of output

Title of output

Description

(bibliographic information)

Application rate in RIV of the institution
--

Type of output

Title of output

Description

(bibliographic information)

Application rate in RIV of the institution

**Outputs being applied:**

Type of output

Title of output

Description

(bibliographic information)

Application rate in RIV of the institution
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Type of output
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Title of output
-----------------

Description

(bibliographic information)

Application rate in RIV of the institution

**Expected outputs:**

Type of output

Title of output

Description

(bibliographic information)

Application rate in RIV of the institution
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Type of output

Title of output

Description

(bibliographic information)

Application rate in RIV of the institution

**IX. Proposal for the mutual settlement of assets acquired with the use of the approved costs of the Project. This proposal shall also include the settlement of all property rights incurred during the Project, including rights to research outputs. The proposal of the settlement is being made so as to take effect on the intended date of Project assignment:**

The details of the mutual settlement effective as of the proposed date of assignment of the Project are contained in the agreement on the assignment of the Agreement, which is incorporated in this Request by reference.

**X. Annexes proving the eligibility of the New Organization which are attached to this Request:**

- .....
- .....
- .....

**XI. Warranties and Representations**

1. The New Organization has been made aware in detail of the institutional and technical requirements of the Investigator and his/her team, and represents that it is able to provide and shall provide the Project Investigator and his/her team members with similar or better institutional and technical resources for the Project to be carried out.

2. The Project Investigator has been made aware in detail of the institutional and technical resources of the New Organization and is convinced that the New Organization is able to provide the Project Investigator and his/her team members with institutional and technical resources to carry out the Project which are similar as, or better than, the resources provided by the Current Beneficiary.

3. The Current Beneficiary represents and declares on its honour that it has made the New Organization aware of the detail of the institutional and technical requirements of the Project Investigator, and of the status of the Project as of the proposed date of assignment of the Project, and that it has not omitted any substantial circumstance that might impair the successful completion of the Project, and/or that the New Organization has been made aware of the potential risks in the continuation of the Project.

4. The Current Beneficiary, the New Organization, and the Project Investigator represent and declare on their honour that they are not aware as of the date of submitting this Request of any obstacles to the successful completion of the Project after the assignment of the Agreement by the Current Beneficiary to the New Organization.

5. The Current Beneficiary and the New Organization hereby represent that they have exercised due care in their consideration of the settlement of property resulting out of the assignment of the Project, and that this complete settlement of property is included in the agreement on the assignment of Agreement, which is incorporated in this Request by reference.

6. The Parties hereto request the assignment of the Project based on the agreement on the assignment of the Agreement as of the proposed date of the assignment of the Project.

- Annexes:**
- 1) Interim Financial Statements of the Project of the Current Beneficiary closed as of the date of Request submission
  - 2)
  - ..)

Done at .....	Done at .....	Done at .....
On .....	On .....	On .....
For Current Beneficiary:	For New Organization:	Investigator::
.....	.....	.....