

# **Terms and Conditions for International Grant Projects Evaluated by Lead Agency – 2024**

**These terms and conditions (hereinafter “Rules”) shall apply to projects in which GACR is the Partner Agency.**

## 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, and on the basis of agreements with partner agencies, **Grantová agentura České republiky** (“GACR” or the “Czech Science Foundation”) hereby makes this Call for Proposals for Grant Projects in basic research, and subsequently grants the funding for such projects.

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## 1. PURPOSE OF THESE RULES

(1) These Terms and Conditions of International Grant Projects (hereinafter “Rules”) evaluated by Lead Agency (hereinafter “LA Grants”) have been drawn up pursuant to the provisions of Section 7 (4) of Act No. 130/2002, and comprise the set of documents and information required for drawing up and submitting a Grant Project Proposal under the group of **International Grant Projects Evaluated by Lead Agency** (code GL under the Information System for Research, Experimental Development and Innovation), and shall apply where the Czech Science Foundation is the Partner Agency.

(2) On the basis of individual agreements made by and between the Czech Science Foundation and the individual partner agencies abroad, and following the consensus between and among the partner agencies and foundations abroad (hereinafter “Other Agency”), and pursuant to Section 2 of its Charter<sup>1</sup>, the Czech Science Foundation provides Targeted Aid pursuant to Act No. 130/2002 for international projects.

(3) Within the LA Grants, the agencies and foundations (“Providers”) from the participating countries pool their efforts and funds to finance joint projects enabling the involvement of scientific teams from their respective countries in international cooperation on promising and interdisciplinary topics, and present-day scientific trends. Each of the Providers only funds those parts of joint international projects which are carried out by organizations (individuals as well as scientific teams) domiciled in their respective countries (the Czech part of the Project vs. the part of the project carried out in the Partner Country). In order to stipulate the rules of funding the parts of a joint, international project of a participating country, the legislation, internal guidelines, and policies applicable to such Provider, shall apply.

(4) These Rules use the terminology laid down by Act No. 130/2002; if any terminology in these Rules is being clarified, such clarification shall be considered an informative and explanatory interpretation only.

(5) 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 2021+, approved by the Government of the Czech Republic on 20 July 2020 through Resolution No. 759 (hereinafter the “National Policy”), and the pertinent cooperation agreement.

(6) These Rules are published on the website of the Czech Science Foundation at <http://www.gacr.cz> for the duration of the tender and evaluation periods.

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<sup>1</sup> The Charter of the Czech Science Foundation is available at <http://www.gacr.cz/>.

(7) This document is a translation of the Rules as published in the Czech language. In the event of any omission, inconsistency, or discrepancy between the translation and the original Czech text, including Annexes, exhibits, headings and footnotes, the original Czech text shall always prevail.

## 2. INFORMATION ABOUT THE GROUP OF GRANT PROJECTS

The group of **International Grant Projects Evaluated by Lead Agency (“LA Grants”)** identified by the code “GL”, approved by Government Resolution No. 572 of 31 July 2013, as amended by Government Resolution No. 736 of 14 October 2019, is aimed at basic research projects. The evaluations of Grant Project Proposals shall be conducted on the basis of the individual cooperation agreements made by and between the individual partner grant agencies, i.e. they shall be international evaluations pursuant to Section 7 (4) of the Act on Funding for Research, Experimental Development, and Innovation, i.e. the selection of Projects shall be conducted internationally. As part of the “Weave” initiative, bilateral and trilateral Projects may be submitted. An international project must include the elements of well-founded cooperation between teams, the added value of joint research, and the scientific work of both teams must be interlinked closely.

“Weave” does not define the criteria to determine which agency will be “Lead” – such decision is at the discretion of the applying Organization and the international scientific team.

In calls published in cooperation with the U.S. National Science Foundation (NSF), NSF is always the Lead Agency and GACR is the Partner Agency.

## 3. HOW TO SUBMIT PROJECT PROPOSALS

(1) The international joint Project must include the elements of well-founded cooperation between teams and the added value of joint research, and the scientific work of both teams must be interlinked closely. The Project Proposals shall be evaluated by the Lead Agency. That is to say, the Project Proposals shall be evaluated by one agency only. The Project Proposal must be drawn up in compliance with the formal instructions and guidelines of the Lead Agency (“LA” – the agency to which the Project Proposal is submitted). The Lead Agency shall manage the entire evaluation process in line with its usual procedures, rules, and decision-making processes.

(2) Project Proposals may be submitted to all of the basic research areas:

- a) technical sciences;
- b) physical sciences;
- c) medical and biological sciences;
- d) social sciences and humanities;
- e) agricultural and biological-environmental sciences.

For cooperation with the NSF of United States, the choice of fields is limited — the details are given in the relevant call on GACR'S website at <http://www.gacr.cz/>

(3) The duration of the Czech part of the Project is 2 or 3 years. The Project duration must be the same for all cooperating teams.

(4) The form to fill in the Czech part of the Project Proposal, and additional information necessary to administer the Project at the Czech Science Foundation, is available exclusively at <http://www.gacr.cz/>, in the web-based application developed by the Czech Science Foundation for this purpose (hereinafter “Web App”). The instructions in the Web App must be followed for the completion of the Project Proposal. The Project Proposal must be composed in the Web App, and converted into PDF format in line with the instructions inside the Web App. Unless provided otherwise, the Project Proposal shall be completed in English. The Project Proposal, including all attachments, may not be submitted in compressed ZIP format or any similar compressed files or file archive formats.

(5) A professional CV of both the Czech Applicant and the Co-applicant must be uploaded to the Web App (a maximum of two A4 pages using standard font<sup>2</sup>). The CVs of Professional Collaborators, other collaborators, students or any other collaborators, on the Czech part or those abroad, are not required.

(6) Complete bibliographic information in the format of Czech Standard “ČSN ISO 690” (or compliant with other citation practices in the given field) describing five significant results of the Applicant’s/Co-applicant’s scientific and research activities (e.g. journal publications, monographs they have authored, etc.) which they consider essential, and a short summary of their contribution to the achievement of these results; for each result, the Applicant/Co-applicant shall include the number of citations excluding self-citations counted by Web of Science<sup>3</sup> or SCOPUS<sup>4</sup>; for each article in an impact journal monitored in these databases, Applicant/Co-applicant shall state the impact factor<sup>5</sup> of the journal effective at the time of publishing; in addition, the number of citations found in other databases may also be included, and/or the number established through another methodology acknowledged in the given field (must be briefly described).

(7) A copy of the Project Proposal submitted to the Other Agency must be enclosed as an annex to the Czech part of the Proposal. Annexes must be uploaded to the Web App in PDF format.

(8) The Czech part of the Project Proposal including Annexes must be submitted in digital form through the data mailbox with the identifier "ntq92qs" no later than the last day of the deadline to submit Project Proposals. If the agency abroad has an ongoing year-long call, then the Czech part of the Project Proposal must be submitted within 7 days of the submission of the international part of the project, unless otherwise specified in that particular call. The transmission through the data mailbox must be identified with the text “Project Proposal” in the “Subject” (Re:) field. Any temporary unavailability of the Web App for the submission of Project Proposals shall not be grounds for an extension of the tender deadline.

(9) The Project Proposal must be submitted within the deadlines set out in the Call for Proposals / Tender Notice both to the Partner Agency under its relevant rules, and to the Czech Science Foundation. If the two grant applications are not matched, the Project Proposal shall be disqualified

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<sup>2</sup> I.e. font size 11 and single spacing.

<sup>3</sup> ISI Web of Science (<http://wokinfo.com>).

<sup>4</sup> SCOPUS (<http://scopus.com>).

<sup>5</sup> Impact factor in the case of Web of Science database; SJR in the case of SCOPUS database.

from the evaluation. In case of trilateral projects, the project proposal must also be submitted to the third agency involved.

(10) Eligibility pursuant to the provisions of Section (18) (2) (c) to (f), (h) and (i), and for natural persons also under Section (2) (g) of Act No. 130/2002, shall be demonstrated by the Organization by way of an affidavit; additionally, 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), and are similar to the eligibility conditions stipulated in the provisions of Section (18) (e) and (f) of Act No. 130/2002.

(11) 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. Organizations which are not public institutions of higher education or public research institutions, shall submit a trade licence or another required licence under Section 18 (2) (b) of Act. No. 130/2002 (such as document of incorporation or establishment, or similar, a copy of a record in the Commercial Register); if the Grant Project requires any authorisation pursuant to a separate law or regulation, such authorisation is to be submitted by all Organisations regardless of their legal form.

(12) An Organization which is a legal entity shall furnish information pursuant to the provisions of Section (14) (3) (e) of Act No. 218/2000, on Budgetary Rules and on Amendments to Certain Related Acts (hereinafter “Budgetary Rules”), as amended, an Organization which is a legal entity shall submit an affidavit in respect of its principal individuals, as defined under Act No. 218/2000, and a copy of record from the Register of Beneficial Owners<sup>6</sup>.

(13) An Organization which is to enter into the Agreement on Grant Funding, or in favour of which a Decision on Grant Funding is to be issued, shall, upon the Provider’s request, furnish a certified copy of its Deed of Formation / Deed of Establishment, or any similar constitutive document not older than 90 days if such document cannot be found in any information system of the public administration.

(14) An Organization which is to enter into the Agreement on Grant Funding, or in favour of which a Decision on Grant Funding is to be issued, and which is not a public institution of higher education, nor a public research institution, nor an entity established pursuant to any other generally binding law or regulation or an official, published decision, shall prove its eligibility by furnishing a certified copy, not older than 90 days, of the licence/authorisation for the activity which it intends to carry out within the Project, before the said Agreement is executed, or before the said Decision is issued, pursuant to the provisions of Section 18 (2) (b) of Act No. 130/2002.

(15) 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.

(16) The standard affidavit forms (documents) as stipulated by Act No. 130/2002 and Act No. 218/2000, are available at [www.gacr.cz](http://www.gacr.cz), and are incorporated herein by reference as Annex 1. The

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<sup>6</sup> Pursuant to Act No.. 37/2021 Sb., on the Register of Beneficial Owners, as amended.

affidavit must be filled in following the instructions and duly signed. The affidavit, the complete copy of a record in the Register of Beneficial Owners, and any other documents pursuant to Article 3. (9), (10) and (11) of these Rules shall be delivered physically by the Project Submission 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 to the Provider’s data mailbox, using the identifier “a8uadk4”.

(17) If the Provider discovers any deficiencies in the way eligibility has been demonstrated pursuant to this Article and/or any other deficiencies in the Project Proposal, the Provider shall call upon the Organization to rectify such deficiencies within 5 calendar days. Failure to rectify deficiencies in the Project Proposal within 5 calendar days shall constitute grounds to disqualify the Project Proposal from evaluation.

(18) A single individual may submit no more than two Project Proposals within all of the public tenders administered by GACR and/or calls where GACR is involved in a given calendar year for Projects launched in 2024 (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.

Three exceptions to the foregoing are the tenders for 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 a JUNIOR STAR or POSTDOC INDIVIDUAL FELLOWSHIP project as an 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. 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).

Project Proposals submitted to the public tender for the funding of oriented basic research grant projects do not count towards the limit of Project Proposals submitted and ongoing Projects in a given calendar year.

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.

Project Proposals disqualified on formal grounds under the pertinent provisions of the rules for international Lead Agency grants (LA Grants) in the given year shall not count towards the above limit



of Project Proposals submitted in the same year where GACR is the Lead Agency; the same applies to Project Proposals disqualified from a public tender pursuant to Article 4.1. (1) and (2) of the pertinent Tender Document.

In addition, Project Proposals that have been disqualified from evaluation by the partner agency abroad will not count towards the limit of Project Proposals submitted in a given year.

Certain calls may specify which Project Proposals will count towards the limits on overlapping projects in a given calendar year.

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

(19) Except as expressly provided herein, the provisions of the Rules of International Projects Evaluated by Lead Agency (“LA Grants”) – 2024, shall apply with necessary modifications where the Czech Science Foundation is the Lead Agency; the above Rules are available at: <https://gacr.cz/zadavaci-dokumentace/>.

(20) In individual calls for proposals for grant projects evaluated by Lead Agency, certain elements of a Project Proposal for a particular call may be specified differently from these rules in accordance with the requirements of the agency in the other country; in that case, special arrangements contained in the call in question shall apply.

## **4. DEFINITION OF ELIGIBLE COST ITEMS**

(1) Targeted Aid (Grant Funding) may only be provided for activities defined in the Project Proposal.

(2) Eligible costs or expenditures (hereinafter “costs”) are only those which are defined under the provisions of Section (2) (2) (k) 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, which costs are specified in Articles 4.1. to 4.3. hereof, 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. All financial amounts shall be reported as whole numbers in thousands of CZK.

(4) If the Project Proposal requires the acquisition of long-term assets the value of which exceeds CZK 250,000 and/or the supply or supplies from an individual supplier for a total value exceeding CZK 750,000 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 exceeding CZK 750,000 from a single supplier during the Project may not exceed the price quoted originally by more than 10%. In addition, at least two other competing quotes shall be submitted where the price of the supplies exceeds CZK 750,000, 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 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), of the Beneficiary, 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 for 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 4.3. of these Rules:

- 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 4.3. of these Rules;
- 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.

#### **4.1. 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 (Applicants, Co-applicants, Professional 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 a milestone bonus 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").

(3) Zero workload (FTE) is not permitted. The sum of all workloads (FTEs) allocated for all projects supported by GACR may not exceed 100% for any employee.

(4) The subsidy requested and granted for personnel costs must not exceed the amount of the accepted personnel costs. It may also be zero.

(5) The minimum workload (FTE) on the project is recommended at 0.20 for the Applicant, and at 0.10 for the Co-applicant. The Applicant (subsequently the Investigator) agrees to procure that the time spent at his or her Organization (subsequently the Beneficiary) will correspond to the amount of the Investigator's workload.

(6) Eligible personnel costs are the costs:

- 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), and up to a maximum of CZK 60,000 per calendar month (prorated based on the employee's FTE workload); or

- b) to cover the payment of amounts due from agreements on work performed outside of employment executed solely for the Grant Project, in which case the subsidy provided to cover the amounts due from the agreement on work performed outside of employment may reach the amount of total remuneration under an employee's agreement but may not exceed CZK 400/hour.

Either option a) or option b) may be used for an employee.

(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 (5) (a) of this Article, the Project Proposal shall include the name and surname of the project member, the designation as "student" or "postdoc"; the Project Proposal shall also include the FTE workload, and the corresponding aggregate amount of the funds requested to cover personnel costs as defined herein. For other collaborators, only the FTE workload, and the corresponding amount of the funds requested shall be stated in aggregate.

(8) If the Applicant or Co-applicant is a natural person, the amount of his/her remuneration for work on the project shall be included in the personnel costs for the purposes of cost monitoring, even if such costs are not incurred on remuneration for work performed under employment as per the Labour Code.

## 4.2. Costs to Acquire Tangible Assets

(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 Accounting 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 Accounting

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) Low-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 must not be higher than 10% of the total amount of approved costs as per Articles 3.1. and 4.3. (2) to (5) of these Rules for the entire duration of the Project, as stated in the Agreement, or in the Decision, respectively, on Grant Funding.

### **4.3. Material Costs**

(1) The material costs that may be included among eligible costs are costs of materials, travel costs, immaterial 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 4.2. (4) of these Rules, 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 up to the amount 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 those employees from abroad taking part in the Grant Project who are not members of the team of Investigators in the other country. 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 costs of 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, and other costs as per Article (4) (8) (d) of these Rules. The maximum amount of such costs is 20% of the total funds approved for other non-investment costs, i.e. after subtracting overhead costs listed 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.

## 5. DEFINITION OF INFORMATION INTENDED FOR PUBLICATION

(1) In order to meet 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>7</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, and only to the following extent:

- a) name of the Organization;
- b) name and surname of the Applicant;

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<sup>7</sup> Act No. 110/2019, on the Protection of Personal Data and on Amendment of Certain Acts, as amended.

- c) registration number and the title of the Grant Project;
- d) scientific field and investigation period (duration) of the Grant Project.

(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 the evaluation of Project Proposals 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 evaluation of Project Proposals 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 the Call for Proposals, evaluation of the Project Proposals submitted, keeping the relevant records and documentation of the Project, and for publication in 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. TERMS AND CONDITIONS FOR GRANT PROJECTS

### 6.1. 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, and until such agreement has been published duly and timely, in the Register of Contracts, 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 year 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 the portion earmarked for the additional participant based on the agreement between Beneficiary and such additional participant.

(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>8</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.

## **6.2. 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 6.5. of these Rules. Any action contrary to Article 6.5. of these Rules 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 additional 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 these Rules, 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

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<sup>8</sup> Act No. 134/2016, on Public Procurement, as amended.



National Fund, which is binding to two decimal places (CZK 0.01) notwithstanding the accuracy of the data provided in the Interim or Final 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 Accounting 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 Accounting 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 and/or Final Reports in 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 up to 5% of the Grant Funds received for a particular Project, except for the final year of the Project, during which it shall be necessary to report and settle all Funds allocated to the given Grant 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, and shall be responsible to the Provider for the management thereof. 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 6.5. of these Rules.

(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. Unused funds from overheads may not be carried over to subsequent years (neither within the Grant Funds Account nor within the carry-over of unused targeted funds), and must be either spent in the given year or returned to the Provider in conformity with this Tender Document.

(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 all other participants) to the state budget in the manner as explained in subsections a) and b) below (furthermore, it is necessary to notify GACR in writing about the payment 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 participants, 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, these Rules, 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 or Final Reports, 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.

### **6.3. 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 these Rules. 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. In the event that the publication outputs of the Czech Science Foundation projects include multiple acknowledgements to other projects receiving targeted aid, it is necessary to justify these multiple acknowledgements to such other projects. Multiple acknowledgements to other projects must be explained — which author thanks which project, what was the contribution of each project of the Czech Science Foundation to the publication output in question, and which specific steps in generating publication outputs were supported by the given project. If the above condition has not been met, the publication cannot be accepted. 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 the evaluation of Project Proposals, including the Proposals themselves, for a period of 10 years.

#### **6.4. Interim and Final Reports on Grant Projects**

(1) The Beneficiary is obliged to draw up Interim and/or Final Reports on the Grant Project. Forms for those reports are available exclusively on the website of the Provider at <http://www.gacr.cz> in the on-line Web App created for this purpose. Interim and/or Final 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 and Final Report 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/or Final Report that contains all its parts with all relevant data required as specified in the Web App shall be deemed a complete and proper Interim or Final Report.

(3) The Interim and/or Final 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 and/or Final 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. The Interim and/or Final Reports the digital seal of which 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 and/or Final Reports shall at all times retain the title assigned during the conversion process pursuant to paragraph (1) of this Article.

(5) The Interim and/or Final Reports shall be submitted for the Grant Project as a whole, and shall also contain information relating to the part of the Grant Project carried out by any other participant.

(6) The contents of the Interim and/or Final Reports 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 shall also provide information on the financial performance of any other 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.

#### 6.4.1. Interim Report on the Grant Project

(1) The Interim Report shall contain information on the progress made to date during the Grant Project, on the results achieved and on the management of the Grant Funds for the period covered by the Interim Report, in the level of detail as specified in the Web App. The instructions in the Web App shall be followed for the Interim Report to be filled in.

(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 it to the Provider on or before the day published at <http://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. A detailed report on the progress of the three-year Project shall not be drawn up and submitted until after the second year of the Project. The management of the Grant Funds and an overview of publication outputs shall be reported each year.

(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 in respect of the respective Grant Project at any time.

#### 6.4.2 Final Report on the Grant Project

(1) The Final Report shall contain information on the results of the Grant Project throughout the entire period, any future application potential of the grant project, and on the results of the management of the Grant Funds for the final year of the duration of the Grant Project. The Final Report shall be completed one year after the end of the Project funding, **except for information on the drawdowns and use of funds**, which shall be submitted one month within the completion of the project, on or before the date specified on the Provider's website at <http://www.gacr.cz>. The submission of this Report may be postponed by up to six months upon the request of the Beneficiary.

(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) The Beneficiary may request the postponement of the submission of the Final Report by filling in the appropriate form in the Web App, which is to be submitted in the period as defined in paragraph (2) of this Article along with those parts of the Final Report the final version of which can already be drawn up and delivered. If the above request is granted, the Beneficiary is obliged to deliver on or before 31 July of the second year following the end of the Project funding (i.e. if the project funding ends in 2026, the deadline for the submission of the Final Report will be 31 July 2028) the remaining parts of the Final Report, which will contain – as per the instructions in the Web App, and including without limitation, all the information in the forms concerning the analysis of the progress of the Grant Project, an overall summary of the results achieved and a summary of the basic information about the Grant Project, including all of the annexes to the Interim Report. A repeated request as per the first sentence is inadmissible.

(4) If a Party to the Agreement on Grant Funding has withdrawn 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 Report, and deliver it by a deadline specified by the Provider. This is without prejudice to any other obligations on part of the Beneficiary. The Beneficiary may request a postponement of the submission deadline for the Final Report under paragraph (3) of this Article. A repeated request as per the previous sentence is inadmissible.

(5) All the outputs referred to in Article 7.3. (2) of these Rules which are the result of the entire Grant Project through all of its duration must be submitted digitally along with the Final Report, unless they have been delivered as the results reported in the Interim Reports.

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

(1) An evaluation of the progress of the Czech part of the Grant Project shall be carried out annually in terms of financial parameters by GACR evaluation bodies on the basis of interim reports, and after 2 years on the basis of an assessment by the Evaluation Panels of the Discipline Committee within whose scope of authority the Grant Project falls. In its decision on whether to continue the Project, the Discipline Committee at GACR shall take into account the evaluation of the Project's part carried out abroad if such evaluation is available.

(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 the estimated schedule for the material completion of assignments;
- b) achievement of the aims and outputs of the Project compared to the plan set out in the Project Proposal, and the estimated schedule for the material completion of assignments;
- c) coordination of international cooperation with the investigator abroad;
- d) value added by the cooperation with the investigator abroad;
- 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) an assessment of the results in the structure defined by the types specified in Annex 7 of these Rules.

(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 6.1. of these Rules 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, 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 reduce the targeted funding in view of the progress of the Grant Project so far or in view of the results of the reviews pursuant to the provisions of Section 13 of Act No.



130/2002 Coll., whereby the procedure for amending the Agreement to Provide Grant Funding or for issuing a decision amending the original Decision on Grant Funding shall be analogical to the procedure set out in Article 1 of this Annex, with modifications as necessary.

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

(1) On part of GACR, the Discipline Committee within whose scope of activities the Grant Project falls shall carry out the evaluation of the completed Grant Project pursuant to the provisions of Article 6.4.2. of these Rules, with necessary modifications, on the basis of an assessment by the pertinent Evaluation Panel, on the basis of the Final Report, and on the basis of the results of the reviews of the financial management of the Grant Funds provided. In the overall evaluation of the completed Grant Project, the Discipline Committee and the Evaluation Panel shall also take into account the compliance with the Terms and Conditions for financial management of the Grant Funds provided. In its final evaluation of the Czech part of the Project, GACR shall take into account the information from the Other Agency abroad about the result of the final evaluation of the Project's part abroad if such evaluation is available.

Apart from the criteria pursuant to the provisions of Article 6.4.3. (2) of the Rules, the Discipline Committee shall assess the:

- achievement of the declared purpose of the LA Grant;
- progress of work and its consistency with the goals defined;
- overall management of the funds received (a review shall be made of the drawdowns of the Grant Funds awarded, the effectiveness of the spending thereof, and compliance with the structure thereof);
- value added by international cooperation;
- outputs of the Project as structured in Annex 2 to these Rules.

Each Grant Project shall be evaluated separately. The Project shall be graded as "Incomplete" independently of the expert evaluation in any of the following cases:

- a) not all parts of the Final 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 6.4.3. (4) of these Rules; in that case, the Beneficiary shall not be entitled to submit a request for reconsideration of the evaluation pursuant to paragraph (4) of this article;
- c) the terms and conditions for submitting the results into the Information System for Research, Development, and Innovation (IS R&D), Register of Information on Results (RIV) section, have not been met.

(2) 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.

(3) 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.

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

## **6.5. Changes in the Course of the Grant Project**

(1) The Beneficiary may not derogate from the existing legal situation 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 6.2. of these Rules, and changes in the team of Professional Collaborators, including a change in the total work capacity of the team (workload) of up to 20 % of the total work capacity of the team (workload) approved in the Agreement, while maintaining the professional quality of the team; excluded are the change of the Investigator or Co-investigator or another participant, which is regulated by Article 6.5.2. of these Rules, and the change of the Beneficiary, which is regulated by Article 6.5.3. of these Rules. Any adjustment to the funds requested for a subsequent year in the Interim Report shall also be deemed to be a change request. Eligible personnel costs pursuant to Article 4.1. (2) of these Rules are the costs of the relevant part of the Salaries of those employees who, under their employment contracts, participate in the Project to the extent of the work capacity dedicated to the Project. The amount drawn down in the course of the Project may reach up to the amount of the gross Salary of such employee

(proportionately to the employee's workload in the Project), but may not exceed CZK 65,000 on average per calendar month (proportionately to the employee's workload in the Project). However, in the next Report (Interim or Final), the Beneficiary must justify such changes in the pertinent 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 these Rules. 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 6.2. of these Rules, up to CZK 100,000 per project year, 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 to the drawdowns of the funds carried over, with necessary modifications, whenever funds are drawn down from such Grant Funds Account.

#### **6.5.1. 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, or no later than 60 calendar days prior to the completion of the Project. 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 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).

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

(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 in a manner similar to that defined in Article 6.5.1. of these Rules for a change of the Grant Project consisting of the appointment of a new individual as the Investigator; the professional qualifications of the new Investigator must be documented by his or her CV in the same manner as in the Project Proposal. As a rule, a written statement of position from the original Project Investigator shall be enclosed along with the request.

(2) If the Provider grants the Beneficiary's request pursuant to paragraph (1) of this Article, the procedure in Article 6.5.1. (3) of these Rules shall apply; 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.

(3) If the change of Investigator is being requested due to an upcoming maternity (parental) leave, the request referred to in paragraph (1) of this Article shall also specify whether the original Investigator expects to continue to carry out the project after returning from maternity (parental) leave, and shall also specify the expected duration of the maternity (parental) leave. In that case, the amendment to the Agreement pursuant to Article 5.1. (3) of these Rules shall state that the new Investigator will only perform the activities of the original one for the duration of the original Investigator's maternity (parental) leave. The Beneficiary shall notify the Provider of this fact no later than 30 calendar days prior to the return of the original Investigator from maternity (parental) leave; by this notification, the responsibility for the Grant Project shall revert to the original Investigator pursuant to the amendment to the Agreement as per the previous sentence.

If the Investigator takes a maternity or parental leave, suffers a long-term disease, or faces any other serious occupational obstacles, such as long-term care for a family member/relative or a close person, the Beneficiary may request a suspension of the Project starting on the first day of a month for

a full calendar month, for a total of 6 to 18 calendar months, provided that all the professional and other professional collaborators explicitly agree thereto. The request for suspension shall be submitted by the Beneficiary in a manner similar to that defined in Article 6.5.1. of these Rules, and no later than the last day of the calendar month. The Beneficiary is obliged to enclose a written consent of all 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 6.5.1. of these Rules. If that is the case, the foregoing shall be without prejudice to the obligation to submit an annual Interim Report. 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 6.5.1. of these Rules. The Beneficiary shall also state the reason(s) and the expected duration of the reduced workload in the request.

If the Investigator takes a maternal (parental) leave and in other situations requiring special attention, the Beneficiary may request a reduction in the Investigator's workload in the Project pursuant to Article 6.5.1. of these Rules. In its request, the Beneficiary shall also state the reason for, and the expected duration of, the reduction in the workload.

If the investigator takes a maternity or parental leave, suffers a long-term illness or faces other serious occupational obstacles, e.g., long-term care for a family member/relative or a close person, the Beneficiary may apply for an extension of the Project duration, up to a maximum of 18 months, in accordance with the procedure set out in Article 5.1 of this Annex. In order to finance the costs incurred during the extension period, the Beneficiary shall use the unused funds carried over to a future period in accordance with this Tender Document, or may request an increase in the total project costs to be covered by its own sources.

If the project is interrupted or postponed on the part of the Investigator in the other country due to a maternity or parental leave, long-term illness or any other serious work obstacles, e.g. long-term care for a family member / relative, and it is not possible to continue the project on part of the Czech Beneficiary, the Beneficiary may request the interruption or postponement of the project under the procedure set out in Article 6.5.1 of these Rules.

(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 6.5.1. of these Rules 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 by submitting a professional CV 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 a proposed new participant in a manner similar to Article 2.2. of these Rules.

(5) If the Provider grants the Beneficiary's request as per paragraph (4) (a) of this Article, the former shall proceed pursuant to Article 6.5.1. (3) of these Rules; 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.

(7) If the Provider does not grant the Beneficiary's request pursuant to paragraph (1) of this Article, the Provider may terminate the Agreement on Grant Funding without prior notice, or revoke the Decision on Grant Funding. The Beneficiary is then obliged to return all unused Grant Funds after drawing up a proper financial report and settlement.

### **6.5.3. 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 these Rules by reference as Annex 3, 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 3 to these Rules;
- (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 3 to these Rules;
- (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 the evaluation of Project Proposals, 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 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 Call for Proposals, 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 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.

## **7. ANNEXES**

Annex 1 – Affidavit to Demonstrate Eligibility (standardised form)

Annex 2 – Definition of Types of Outputs

Annex 3 – Request for Change of Beneficiary (standardised form)

## ANNEX 1 - 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:**

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

☐ ☐

This Affidavit is effective for all public tenders and calls published by the Czech Science Foundation in 2023. In the event the data required to prove eligibility have changed, the Organization shall submit a new Affidavit for another public tender or call published in the same year.

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

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<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.

## ANNEX 2 – 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** – original / review article in a scientific periodical which is included in the Web of Science database with the tag “Article”, “Review”, or “Letter”;
- **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 3 – 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 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<br><br>(bibliographic information) |  |
| Application rate in RIV of the institution     |  |

|  |  |
|--|--|
| Type of output                                 |  |
| Title of output                                |  |
| Description<br><br>(bibliographic information) |  |
| Application rate in RIV of the institution     |  |

**Outputs being applied:**

|  |  |
|--|--|
| Type of output                                 |  |
| Title of output                                |  |
| Description<br><br>(bibliographic information) |  |
| Application rate in RIV of the institution     |  |
| Type of output                                 |  |
| Title of output                                |  |
| Description<br><br>(bibliographic information) |  |

|  |  |
|--|--|
|  |  |
| Application rate in RIV of the institution |  |

**Expected outputs:**

|  |  |
|--|--|
| Type of output                                 |  |
| Title of output                                |  |
| Description<br><br>(bibliographic information) |  |
| Application rate in RIV of the institution     |  |
| Type of output                                 |  |
| Title of output                                |  |
| Description<br><br>(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 to carry out the Project, and the needs of the team, and represents that it is able to provide and shall provide the Project Investigator and its team members with similar or better institutional and technical resources for the continuation of the Project.
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 its 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)  
                         ..)

For Current Beneficiary: .....

Done at ..... on this.....day of..... , 2021

For New Organization: .....

Done at ..... on this.....day of..... , 2021

For Project Investigator: .....

Done at ..... on this.....day of..... , 2021