

Decision on the Provision of Support

Czech Republic – Technology Agency of the Czech Republic

with its registered office at: **Evropská 1692/37, 160 00 Prague 6**

ID No.: **72050365**

represented by: **Petr Očko, TA CR Chairman**

bank account details: **Czech National Bank, Na Příkopě 28, Prague 1**

current expense account: **000-3125001/0710**

as the Provider of the targeted support (hereinafter “Provider”) as one Party,

issues on the following day, month and year and under the provisions of Section 9 of Act No. 130/2002 Sb. on the support of research, experimental development and innovation from public funds and amending certain related laws (Support of Research and Experimental Development and Innovation Act), as amended (hereinafter “Act on the Support of Research and Development”) and Act No. 218/2000 Sb. on budgetary regulations and amending certain related laws (Budgetary Regulations) the following

Decision on the Provision of Targeted Support in the Form of Subsidy from State Budget Expenditures for Research, Development and Innovation on the Implementation of Part of the Programme Project No. **XXXX**

(hereinafter “Decision”)

to [organisation]

with its registered office at **XXXXXXXXXX**

ID No.: **XXXXXXXXXX**, VAT No.: **XXXXXXXXXXXX**

represented by: **XXXXXXXXXX**

contact person: **XXXXXXXXXX, Researcher**

bank account details: **XXXXXXXXXX - XXXXXXXXX**

account No.: **XXXXXXXXXX**

as another participant of the targeted support (hereinafter “Beneficiary/Other Participant”) as other Party

Preamble

The Project proposal No. **TH04XXX** entitled **XXX** and submitted by the Main Beneficiary was accepted by the Provider to the 4th Public Tender announced by the Provider within the EPSILON Support Programme for Applied Research and Experimental Development and evaluated in accordance with Section 21 of Act on the Support of Research and Development. The Provider issued a decision on the result of the Public Tender in accordance with this provision by supporting the project proposal (hereinafter “Approved Project Proposal”). In accordance with Section 9 of Act on the Support of

Research and Development, this Decision is hereby issued. All terms used in the Agreement are defined in the General Terms and Conditions.

Article 1

Subject of Decision

- 1) The subject of the Decision is the provision of targeted support to the Beneficiary for the purpose of achieving the declared outcomes and objectives of the project and the Beneficiary's obligation to use this support and implement the project in accordance with the Rules for Providing Aid and the Annex on Binding Parameters of Project Implementation.
- 2) The purpose of the support is to achieve the stated project objectives, i.e. objectives set forth in the Binding Parameters of Project Implementation Annex.
- 3) The support shall be provided in the form of an increase in expenses of a state organisational unit which shall be the Beneficiary within the meaning of Section 4(1) of Act on the Support of Research and Development.

Article 2

Amount of Support Granted and Recognised Costs

- 1) The maximum amount of support is CZK XXX (in words: XXX Czech crowns) which is XXX% of the maximum amount of Recognised Costs.
- 2) The maximum amount of the Project's Recognised Costs is set at CZK XXX (in words: XXX Czech crowns).

Article 3

Related Documents

- 1) An integral part of the Decision is the Binding Parameters of Project Implementation Annex which represents the Approved Project Proposal within the meaning of Section 9(2) of Act 130/2002 Sb., on the support of research, experimental development and innovation from public funds, and contains the definition of the Main Beneficiary and Other Participants, name and subject of the Project proposal, first and last name, academic title and scientific rank of the Researcher, Project proposal time schedule, including the commencement and completion project proposal, the project objectives and declared Project Outcomes. The Binding Parameters of Project Implementation also include a table of the project's Recognised Costs which divides the costs in individual project proposal years, the intensity of support from Recognised Costs and the related total amount of the targeted support granted, including its distribution between the Main Beneficiary and Other Participants of the project.
- 2) Other conditions for the support provision and Project implementation are set defined in the General Terms and Conditions (version 5) available at the Provider's website.

- 3) Should the Decision contain a provision contradicting the General Terms and Conditions or the Binding Parameters of Project Implementation, the provisions of the Decision shall be used as a priority, then the provisions of the General Terms and Conditions and then the Binding Parameters of Project Implementation.

Article 4

Specific Terms and Conditions

1. The purpose of this Article is to set forth additional terms and conditions specific to the aforementioned Public Tender beyond the scope of the General Terms and Conditions.
2. The Article 2 of the General Terms and Conditions “Definitions” is supplemented by the following definitions:
 - a. **“NCC Centre”** means a set of facility teams of individual applicants created from existing centres, such as the Centres of Competence (TA CR), Centres of Excellence (GA CR), RDI Centres and other already built infrastructures. The branches will jointly contribute to the implementation of the research activities to meet the objectives of the NCC Centre and will be subordinate to the NCC Centre joint management. The branches participate in the NCC Centre via their staff team, infrastructure, existing know-how, own resources, as well as ongoing and future projects. Each branch must be a financially independent unit with separate accounting within the institution. These branches should work intensively with the application sector and should generate knowledge with a high potential for direct application in practice; they should also acquire a significant portion of their income from contractual research as well as from other resources.
 - b. **“Sub-Project”** means a set of material, time and financial conditions for activities required to achieve the objectives in research, development, and innovation defined by the applicant under the project implementation. The Sub-Project includes, in particular, the declaration of specific outputs/outcomes, including the planned activities and milestones resulting in the achievement of the outputs/outcomes, and mandatory annexes to the planned outcome, including the planned budget for individual Project applicants.
 - c. **“NCC Centre Management (Manager)”** means the Researcher of the Project in accordance with Section 9(e) of Act on the Support of Research and Development and the person responsible for communication between the Provider and the Main Beneficiary, managing the Project proposal, its coordination, supervision over the fulfilment of the work schedule etc. The Project Manager shall be in an employment relationship with the Main Beneficiary or such relationship shall be established on the basis of the support granted.
 - d. **“Centre Council”** means the principal decision-making body of the NCC Centre. The Centre Council manages the NCC Centre, determines the conceptual and

strategic direction of the NCC Centre and makes fundamental decisions about its operation, it especially oversees the implementation of the strategic research agenda and cooperation with the application sphere.

- e. **“Sub-Project Researcher”** means a natural entity which is, after the approval of the sub-project, responsible to the Main Beneficiary for the overall and professional level of the sub-project. It shall be in an employment relationship with the Beneficiary or such relationship shall be established on the basis of the support granted.
- f. **“Agreement on the Establishment of the National Centre of Competence”** means an agreement defining the role of the Centre Council and the method of the NCC Centre operation and is concluded between individual members of the NCC Centre (Main Participant and Other Participants). This Agreement may fulfil the function of the Agreement on Participation on Project Implementation and shall correspond to the description of cooperation within the project proposal. This agreement is signed by all members of the NCC Centre. This agreement may be concluded with the untying condition for the refusal of support or in the form of the Binding Preliminary Agreement.

3. Beyond the scope of the General Terms and Conditions, the Beneficiary shall have the following obligations:

- a. The Sub-Project must be approved by the Centre Council. Failure to comply with this obligation results in a reduction of the amount, in which the budget discipline was violated, i.e. in the amount of 100% of all aid provided for the Sub-Project.
- b. The Beneficiary shall allow the Provider’s representative to participate in the Centre Council meetings and inform the representative of such meetings well in advance.
- c. As part of the sub-project assessment, the Centre Council will prepare an evaluation, which will be part of the information submitted to the Provider on the sub-project. The sub-project will be submitted to the Provider via ISTA in accordance to the SME-07 Project Change Management v6 Directive. The Provider is entitled to submit comments to the sub-project within 30 business days of its delivery. These comments are binding for the beneficiary and the beneficiary shall integrate them into the sub-project and resubmit it to the Provider or not implement the sub-project. The costs of sub-projects may be funded from the aid only after the expiration of the time limit for the Provider’s statement or notice of no objections to the sub-project proposal. Failure to comply with this obligation results in a reduction of the amount, in which the budget discipline, i.e. in the amount of all aid provided for the sub-project.
- d. The Main Beneficiary is obliged to set up information, evaluation and review system of the Centre Council similar to such system between the Provider and Main Beneficiary, while sub-reports to each Sub-Project shall be submitted to the Centre

Council at least once every three months and the final sub-report shall be accompanied by the Implementation Plan to each Sub-Project Outcome. Failure to fulfil any of the obligations set forth in such system shall result in the obligation pay a contractual penalty of CZK 2000 for each such individual violation.

4. The obligation to keep separate accounts for each individual Project defined in Article 4(1e) of the General Terms and Conditions is extended by the obligation to keep separate records for each Sub-Project.

5. Article 6(2) of the General Terms and Conditions is supplemented by letter f) which reads as follow:

f) the definition of revenues from the commercialisation of future sub-outcomes.

6. Beyond the General Terms and Conditions, the Main Beneficiary is obliged under Act No. 563/1991 Sb., on Accounting, to issue financial statements in the relevant register within the meaning of Act No. 304/2013 on the Public Registers for the entire duration of the Project.

7. For the purposes of the aforementioned Public Tender, on the results of which the Agreement is concluded, Article 17(4) of the General Terms and Conditions does not apply, i.e. it is not possible to use the provided support to cover investments.

8. For the purposes of the aforementioned Public Tender, on the results of which the Agreement is concluded, Article 17(6) of the General Terms and Conditions does not apply, i.e. it is not possible to use the provided support to cover scholarships.

9. After the last sentence of Article 17(7b) of the General Terms and Conditions, the following sentence is added: If the Beneficiary in the Project proposal under the conditions set forth in Tender Dossier of the Public Tender above demonstrates that it is an HR Excellence in Research Award (HR Award) winner, the Provider may, upon the Beneficiary's request, recognise the indirect costs up to 30% of the total of actually declared personal expenses and other indirect costs of the Beneficiary for the relevant year.

10. If the Beneficiary plans to incur Eligible Costs in 2018 (in case that the implementation should commence already in 2018, but no sooner than 1 June 2018), it shall include them to the costs in 2019.

11. The Provider undertakes to provide the support in a lump sum payment for the relevant year in the amount specified in the Binding Parameters of Project Implementation

- a) within 60 calendar days of the date the Agreement becomes effective and
- b) for multi-year Projects for the second and each subsequent year of the implementation within 60 days of the commencement of given calendar year.

Article 5

Final Provisions

- 1) The Decision **becomes legally enforceable on the day** of its delivery to the Beneficiary.

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Decision
Decision No: 2018xxxx

2) The Decision is issued for a limited period of time until **XXX**.

In Prague, on

Petr Očko
TA CR Chairman