

Tender document for Public tender in research, experimental development and innovation for the support of grant projects in basic research

**International projects - 2021**

***This is only a translation of Czech version of the Tender document. In case of discrepancies between Czech and English version of the Tender documents, the version in Czech language shall prevail.***

**Preamble**

The Czech Science Foundation, established and operating according to Act No. 130/2002 Coll., on Support for Research, Experimental Development and Innovation from Public Funds and on the Amendment to Certain Related Acts (the Research and Development Act), as amended, in accordance with the National Policy for Research, Development and Innovation of the Czech Republic, in accordance with other legislation of the Czech Republic and the European Union rules and regulations governing State support for research, development and innovation, with the aim to provide financial support to top projects of basic research in the Czech Republic, upon agreement with partner grant agency, launches invitations to tender in research, experimental development and innovation for the support of grant projects in basic research and subsequently provides the support for such projects.

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## 1. Purpose of the tender document

(1) This tender document for announcement of public tender in research, experimental development and innovation (hereinafter “public tender”) has been drawn up in accordance with the provisions of Section 19 (1) of Act No. 130/2002 Coll. and comprises the set of documents and information required for drawing up and submitting a grant project proposal under the **International (also Bilateral) Projects** group of grant projects (code GC according to the Information System for Research, Experimental Development and Innovation).

(2) The Czech Science Foundation provides targeted support pursuant to Act No. 130/2002 Coll. on international projects based on the signed contracts on cooperation with partner agencies supporting science and research (hereinafter the “external provider”) and in accordance with Article 2 of the Charter of the Czech Science Foundation<sup>1</sup>.

(3) Within the group of international projects, the providers from both countries join in their efforts and funds to support joint projects enabling participation of scientific teams from their countries in international cooperation within interdisciplinary and perspective topics and trends in contemporary science. Each of the providers funds only parts of joint international projects carried out by entities (individuals or scientific teams) from their country (national part of the project and foreign part of the project). The legal norms, internal rules and regulations governing the relevant provider are decisive for determining the conditions for granting financial support to parts of a joint international project of a participating country.

(4) This tender document uses the terms laid down by Act No. 130/2002 Coll.; in the case of clarification of terms in this tender document, this shall be considered an informative and explanatory interpretation.

(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 Coll., Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of support compatible with the internal market in accordance with 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 support for research and development and innovation, Official Journal of the EU C 198 of 27 June 2014 (hereinafter the “Framework”), and the National Research, Development and Innovation Policy of the Czech Republic for 2016–2020 period, approved by the government of the Czech Republic on 17 February 2016 through the resolution No. 135 (hereinafter the “National policy”).

(6) This tender document is published on the website of the Czech Science Foundation at the address <http://www.gacr.cz> for the duration of the tender and evaluation period.

## 2. Information on the group of grant projects

Since 2006, the **International Projects** group of grant projects has focused on basic research projects and all categories of beneficiaries under Article 2.1 (4) and (7) of this tender document may be involved. The condition for admitting a grant project proposal into the tender process is fulfilment of all conditions defined by Act No. 130/2002 Coll. and the conditions defined in this tender document.

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

## 2.1. Basic information and definition of terms

(1) **Grant project** within the International Projects group shall be understood as a basic research project in which the organization sets its own aims and methods in the scientific fields laid down by the Charter of the Czech Science Foundation (the breakdown of such into evaluation panels is listed in Attachment 1 of this tender document):

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

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

(3) **Grant project proposal** (hereinafter “project proposal”) is a comprehensive set of documents containing a proposal of the material, time and financial conditions for the activities necessary to achieve the grant project aims formulated by the organization, that are required to evaluate its scholarly benefit, quality and feasibility. The project proposal also contains the further information required as per this tender document and the related legislation that are necessary for the provision of support.

(4) **Research organization** (hereinafter “organization”) shall mean a natural person, legal entity based in the Czech Republic, organizational unit of the State or self-governing territorial unit, or organizational unit of the Ministry of Defence or Ministry of the Interior, which is engaged in research and experimental development and which is applying for provision of targeted support by submitting a project proposal. The participation of organizations based outside of the Czech Republic is governed by the provisions of Section 18 para. (11) of Act No. 130/2002 Coll.

(5) **Research co-organization** (hereinafter “co-organization”) shall mean a natural person, legal entity based in the Czech Republic, organizational unit of the State or self-governing territorial unit, or organizational unit of the Ministry of Defence or Ministry of the Interior, which is engaged in research and experimental development and which is responsible to the organization for part of the project proposal and is applying for provision of targeted support. Participation of the co-organization in the grant project must be defined in the project proposal. Participation of co-organizations based outside the Czech Republic is governed by the provisions of Section 18 para. (11) of Act No. 130/2002 Coll. The co-organizations must be an entity separate from the organization (in the case of a legal entity, with a different Registration Number).

(6) **Applicant** (or **co-applicant**) shall mean the natural person responsible to the organization (or co-organization) for the professional quality of the project proposal; they must be in an employment or a similar relationship (but not in a labour-law relationship based on an agreement on work performed outside of employment) with the organization (co-organization) or such a relationship must be established no later than on the date the grant project begins. The sole exception is if the

organization is a natural person – in such a case the organization is also the applicant. Each project proposal must include the applicant (co-applicant). After a contract has been concluded or a decision to provide support is issued, the applicant (co-applicant) becomes the **investigator (co-investigator)** for the grant project. **External applicant (subsequently investigator)** is a natural person responsible for the professional quality of the foreign part of a bilateral project proposal, which is submitted as an application for support in a call announced by an external provider on the basis of a signed international agreement with GACR. External investigator cannot be in an employment relationship within the meaning of Part Two of the Labour Code in the Czech Republic. Foreign investigator cannot be in an employment in the Czech Republic during the project implementation within the meaning of Part Two of the Act No. 262/2006 Coll., the Labour Code.

(7) **Beneficiary** shall mean an organization in whose favour a decision is made to provide targeted support to carry out a grant project and with whom the provider concludes an agreement on provision of support or in whose favour a decision on provision of support has been issued. According to article 1 (5) a) of the Regulation is the beneficiary based outside the Czech Republic required to have a branch established in the Czech Republic to the date of the payment of the subsidy.

(8) **Other participant** shall mean a co-organization whose participation in the grant project is defined in the project proposal and with whom the organization concludes an agreement on participation in carrying out the grant project following allocation of support for the project. According to article 1 (5) a) of the Regulation is the beneficiary based outside the Czech Republic required to have a branch established in the Czech Republic to the date of the payment of the subsidy.

(9) **Professional co-workers** (members of a research team) are further natural persons who are to take part in carrying out a grant project. They shall be specifically named in the project proposal.

Should other professional co-workers (students or postdocs) participate in carrying out a grant project scientifically, this fact is to be included in the project proposal and in interim and final reports, respectively. In the project proposal, it is possible to fill these persons in under shortcuts as S1, ..., Sn, or PD1, ... PDn, respectively (**student** shall mean a person enrolled in the respective academic year for study according to Section 61 of Act No. 111/1998 Coll<sup>2</sup>; a **postdoc** shall be a person being awarded Ph.D. degree or its equivalent no more than 8 years before the date of the project launch, not including maternity and parental leave, and sick leave in the case of a long-term illness).

(10) **Other collaborators** (e.g. technical staff) are other natural persons who are not specifically named in the project proposal and who will participate in support activities required to carry out the grant project.

(11) **Targeted support** (subsidy) for carrying out a grant project is provided in the form of a subsidy to natural persons or legal entities, or eventually an increased expenditures of organizational bodies of the State or self-governing territorial units or organizational units of the Ministry of Defence or Ministry of the Interior, engaged in research and experimental development, following the execution and evaluation of a public tender and the fulfilment of the conditions laid down by Act No. 130/2002 Coll. Targeted support is designated solely to cover approved costs.

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<sup>2</sup> Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments and Supplements to some other Acts (The Higher Education Act), as amended.

(12) **Approved costs** shall mean the eligible costs or expenditure<sup>3</sup> that the provider approves, and which are defined in the agreement or decision on provision of targeted support for carrying out the grant project.

(13) **Items of the basic structure** shall be defined as the basic categories of approved costs, i.e. personnel costs, investment costs and material costs.

(14) **Rate (intensity) of provider support** expresses the amount of public support provided by the provider as a percentage of the total approved costs. The maximum permitted rate of support is, in accordance with Act No. 130/2002 Coll. and the Regulation, 100% of the approved costs.

(15) **Provider** of support for carrying out grant projects is the Czech Republic – Czech Science Foundation, organizational unit of the State, Reg. No. 48549037, of registered office Evropská 2589/33b, 160 00 Prague 6 (hereinafter “GACR”).

## 2.2. Eligibility requirements for organizations and methods of demonstrating eligibility

(1) **Eligibility** for carrying out the proposed grant project is demonstrated by the organization in accordance with § 18 (2) of Act No. 130/2002 Coll., when submitting a project proposal, as following:

a) professional prerequisites to carry out the grant project pursuant to the provisions Section 18 (2) a) of Act No. 130/2002 Coll., are demonstrated by the organization in the project proposal in section dealing with the justification of the project proposal. The provider will evaluate these prerequisites with regard to the nature of the project proposal with regard to the content of the proposal.

b) licence to carry out activities according to the provisions of § 18 para. 2 b) of the Act No. 130/2002 Coll., is to be submitted by the organizations that are not a public higher education institution, pursuant to the provisions of Annex 1 to Act No. 111/1998 Coll., a public research institution<sup>4</sup>, or a person established under another generally binding regulation, or under published decision, in the form of a business license or other required license; if carrying out the grant project demands another required license according to a special legal regulation<sup>5</sup>, every organization shall submit this license, irrespective of their legal form<sup>6</sup>.

c) eligibility according to the provisions of § 18 para. 2 (c) to (f), (h) and (i) and for natural persons also under paragraph 2 g) of Act No. 130/2002 Coll., is demonstrated by the organization with the declaration on honour (according to Attachment 2 of this tender

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<sup>3</sup> Section 2 (2) (l) of Act No. 130/2002 Coll., on the support of research and development from public funds and on the amendment to some related acts (the Act on the Support of Research and Development), as amended.

<sup>4</sup> Public research institutions established under Act No. 341/2005 Coll., On Public Research Institutions, as amended.

<sup>5</sup> E.g. Act No. 246/1992 Coll., on the protection of animals against cruelty, as amended; Decree No 419/2012 on the protection of laboratory animals, Act No. 18/1997 Coll., on peaceful use of nuclear energy and ionizing radiation (Atomic Act) and on amendments and supplements to some acts, as amended, Act No. 263/2016 Coll., Atomic Act, as amended, Act No. 78/2004 Coll., on the use of genetically modified organisms and genetic products.

<sup>6</sup> E.g. if carrying out the grant project requires “license to use laboratory animals”, the organization must supply “license to use laboratory animals” during the tender period (former accreditation of user equipment) with effect at least until the start of carrying out the project.

document). The eligibility according to the provisions of § 18 para. 2 e) and f) of Act No. 130/2002 Coll. in the case of legal entities, is proved for persons performing the function of the statutory body of the organization or its member (or all members of the statutory body) with the exception of persons, for whom the conditions of executing the function of the statutory body or its member stipulated by other legal provision (e.g. Act No. 341/2005 Coll., on public research institutions), are similar eligibility conditions as those stipulated in provision § 18 par. e) and f) of Act No. 130/2002 Coll.

(2) Organization with which a contract for targeted support provision shall be concluded or to which favour a decision on support provision shall be issued, is obliged to submit a certified copy, not older than 9 calendar days, at the provider's request, the incorporation papers, the founding documents or other evidence of establishment or foundation, provided that these information about the organization cannot be found in any public administration information system.

(3) Organization with which a contract for targeted support provision shall be concluded or to which favour a decision on support provision shall be issued, that is not a public higher education institution, a public research institution, or a person established according to another generally binding provision or published decision, shall prove eligibility **before concluding a contract or issuing a decision** according to the provisions of § 18 para. 2 b) of Act No. 130/2002 Coll., with a certified copy, not older than 90 calendar days, of license to carry out the activity<sup>7,8</sup>, if it is intended to perform such activity during project investigation.

(4) Provider shall request the necessary cooperation from the organization, concerning the provision of data necessary for submitting a request for an extract from the Criminal Register.

(5) Organization, that is a legal entity, submits in accordance with provisions under § 14 para 3. of Act No. 218/2000 Coll., on budgetary rules and on amendments to certain related acts (Budgetary Rules), as amended, in the form of declaration on honour of information about identification of:

- a) persons acting on its behalf, stating whether they act as its statutory body or they act on the basis of the granted power of attorney;
- b) persons holding a share in this legal entity;
- c) persons, in which the organization holds a share, and of the amount of that holding.

(6) Should an organization submit more than one project proposal in a public tender, the eligibility will be proven for all project proposals at once:

- a) at the stage of project proposals submission in accordance with Article 2.2. para. (1) and (5) and Article 6 para. (3) to (7) of this tender document, and

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<sup>7</sup>E.g. Act No. 455/1991 Coll., on Trade Licensing (Trade Licensing Act), as amended; Act No. 246/1992 Coll., on the protection of animals against cruelty, as amended; Decree No. 419/2012 Coll., on the protection of laboratory animals.

<sup>8</sup> E.g. in case the grant project requires "authorization to use laboratory animals", the applicant must supply "authorization to use laboratory animals" during the tender period (former accreditation of user equipment), with effect at least until the beginning of carrying out the project.

b) at the stage before signing a contract or issuing a decision on support provision according to Article 2.2. para. (2) to (4) of this tender document.

(7) Organization established outside the Czech Republic, that fulfils the conditions stipulated in § 18 para. 11 of Act No. 130/2002 Coll., proves its eligibility according to the provisions of § 18 para. 2 c) to f) with a solemn declaration. Concurrently, such organization is obliged to prove, before the conclusion of the contract on support provision at the latest, that the establishment or the branch of the legal entity with its registered office in a member state of the European Union, that is located in the Czech Republic, meets all eligibility requirements according to the provisions in § 18 of Act No. 130/2002 Coll., similarly as an organization based in the Czech Republic.

(8) Eligibility shall be demonstrated in full extent, i.e. to fulfil all the requirements and for all persons, whose eligibility shall be demonstrated (especially with the statutory bodies of legal entities). If the eligibility is not demonstrated in full extent or if the eligibility conditions are not met, such a fact justifies the exclusion of the project proposal from the public tender.

(9) The forms of solemn declaration as stipulated in Act No. 130/2002 Coll. and Act No. 218/2000 Coll., are available on the provider's website at <http://www.gacr.cz>. The solemn declaration must be filled in accordance with the instructions and dully signed.

(10) The solemn declaration and other documents as stipulated in Article 2.2 para. (1) and (5) of this tender document are submitted during the tender period in paper form by post or in person to the GACR filing office located at the address Evropská 2589/33b, 160 00 Praha 6, in an envelope marked "Eligibility" or signed with a recognized electronic signature under a special legal regulation<sup>9</sup> into the provider's data mailbox „a8uadk4“.

(11) Organizations that are not public higher education institutions, public research institutions, or persons established according to another generally binding regulation or published decision shall submit together with solemn declaration a business license or another required license.

(12) Another required license under a special legal regulation shall be submitted if required by the grant project. In this case, all organizations submit copies of these licenses, regardless of their legal form, as attachments to the project proposal. These attachments are attached in the application with the project proposal, are not part of the application-generated PDF file containing the project proposal and are not delivered via data mailbox.

### **2.3. Tender and evaluation period, announcement of results and expected date of project launch**

(1) The tender period is the period in which it is possible to submit project proposals. It begins the day after the public tender call is announced and its length is stated in the tender conditions declared in the commercial bulletin, the information system for research, development and innovation and it also forms an attachment to this tender document.

(2) The evaluation period is the period during which the provider arranges for evaluation of the project proposals and decides on and announces the results of the public tender. The evaluation period begins the day following the end of the tender period and its length is stated in the tender

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



conditions declared in the commercial bulletin, the information system for research, development and innovation and it also forms an attachment to this tender document.

(3) Evaluation of project proposals ends with the announcement of the results of the public tender. The provider announces the public tender results on the last day of the evaluation period by publishing these results at the address <http://www.gacr.cz>.

(4) The expected date for launching of the international projects is 1st January 2021 and the date of completion 31st December 2022 or 2023 according to the organization's project proposal in accordance with the foreign part of the project.

(5) It is not possible to submit as an international project projects from a different group of grant projects, announced in another public tenders.

### **3. Public tender conditions**

(1) Proposals may only be submitted in the public tender call under the conditions defined by Act No. 130/2002 Coll. and this tender document. In order to fulfil the conditions of an international project, it is necessary that the external applicant simultaneously submits a proposal for the foreign part of the project to an external provider with whom the Czech Science Foundation has concluded a contract.

(2) The proposal of the national part of the project is an application by the organization for provision of targeted support in the form of a subsidy or in the form of an increase in the expenditure of an organizational unit of the State or self-governing territorial unit or organizational unit of the Ministry of Defence or Ministry of the Interior engaged in research and experimental development, in accordance with Act No. 218/2000 Coll.

(3) The proposal of the national part of the project may not be altered. The organization is obliged to inform the provider in writing of any changes that took place between the submission of the project proposal and the potential conclusion of an agreement or issuing of a decision on provision of support for the project and which affect its legal status or information required to demonstrate eligibility, or information which could influence the evaluation of the project, or information that could influence the course of the public tender, within 7 calendar days from the day that the organization learned of such facts. In case the changes could influence the course of the public tender (i.e. they are changes to those parts of the project proposal that are the subject of evaluation under Articles 4.2. to 4.4. of this tender document), the discipline committee shall state whether such a fact provides a ground for excluding the project proposal from the public tender and the provider's Presidium shall decide whether to keep or exclude the public proposal from the public tender. Substantial changes of the project proposal, in particular changes of the applicant, project aims and subject, are not permitted and always justify the exclusion of the project from the public tender.

#### **3.1 General conditions for submitting proposals**

(1) Use of the texts of other authors in the project proposal must be supported by a bibliographic citation in the format of ČSN ISO 690, or according to the citation practices of the given field. Use of reproduced text without citation is a gross violation of the respected standards of academic work and the conditions of this tender document and provides grounds for exclusion of the project proposal from the public tender.

(2) International grant project is a scientific project in the field of basic research, the scientific aim (aims) and methods of which the organization (applicant) sets in the project proposal.

(3) Only one organization may be stated in the project proposal.

(4) A single person may only participate in maximum one project in the role of applicant and maximum one project in the role of co-applicant in public tender calls announced by GACR for standard, and international bilateral grants in a given calendar year.

Violation of this condition shall result in the exclusion of all project proposals in this public tender, in which this applicant or co-applicant is stated in one of these positions.

In case of success in both competitions, the applicant can participate in both projects.

Applicant or co-applicant of the international project may also participate in the given calendar year as applicant or co-applicant in the public tender for support of EXPRO projects and JUNIOR STAR projects. In case of being successful in more public tenders, they may participate only in carrying out the EXPRO project, the JUNIOR STAR project or only the international project (or two international projects, both a standard and an international project, subject to the conditions set out in the first sentence of this paragraph).

(5) The project proposal forms are available exclusively on the provider's website at <http://www.gacr.cz> in the web application created for this purpose (hereinafter the "application"). The provider shall only consider a project proposal to be such a proposal that is created in the application and sent via the data mailbox information system (ISDS) to the data mailbox entitled Grant Projects (Czech Science Foundation) with the identifier "ntq92qs". After finalization in the application, the project proposal will be affixed with an electronic seal, thus it may no longer be altered in any way. The electronic seal ensures for the project the proof of origin of each received document (the document was created in the application and record of it is kept there), security of data immutability (the applicant or organization has not changed the figures or other text in the PDF and the document thus corresponds to the relevant data in the application) and the electronic seal also stores information that precisely identifies version of the project proposal. The submitted version of the project proposal shall be the version that was last to arrive via the data mailbox specified in this paragraph before the end of the tender period – it may not necessarily be the last version of the project proposal in the application.

Project proposals for which the application's electronic seal has been removed or replaced with another shall be excluded from the public tender. Only attachments specified in Article 3.2 para. (19) of this tender document and which are required for the given project shall be attached to the project proposal in the application. Attachments are to be submitted in the application in PDF format. Only the project proposal generated by the application without attachments is delivered by data mailbox, as a PDF file, containing the project proposal with the watermark FINAL and a file name containing the characters "\_CZ\_f.pdf".

(6) As part of the tender only a complete project proposal marked FINAL may be submitted. Incompleteness of the project proposal or submission of anything other than the version marked in this manner is a reason for its exclusion from the public tender.

(7) By submitting a project proposal, the organization confirms that it is familiar with the tender document and undertakes to abide by the provisions thereof, in particular that:

a) the applicant is in an employment relationship with the organization or such relationship will be established no later than the date of the grant project launch;

- b) it undertakes that after concluding an agreement on grant project support, it shall fulfil all the obligations of a beneficiary stipulated in Act No. 130/2002 Coll., in this tender document and in the concluded agreement or issued decision on support provision;
- c) it shall ensure that following conclusion of the agreement on grant project support, the investigator shall fulfil all obligations, especially being responsible for the professional quality of the project;
- d) all information listed in the project proposal is true, complete and unbiased and is identical with the information entered into the project proposal via the application, and that the project proposal was drawn up in accordance with the tender document, that the persons listed in the project proposal meet and will meet, for the whole period in which they are working on the project, the conditions listed in this tender document, and if applicable that they will proceed in accordance with the provisions of Article 5 of Attachment 4 of tender document;
- e) all co-organizations, the applicant, co-applicants and professional and other collaborators stated in the project proposal have been acquainted with the substantial content of the project proposal as well as the financial requirements specified therein, and with the tender document;
- f) before submitting the project proposal, it has ensured the consent of the aforementioned persons to participating in carrying out the grant project, stated in the project proposal;
- g) it has not accepted, is not accepting and will not accept support from another source for a different project with the same or similar subject matter;
- h) the content of a project proposal in which the same applicant or co-applicant is participating under different grant or programme projects is different from this project proposal and the proposed scope of work allows the applicant or co-applicant to work on all their projects;
- i) it consents that the data stated in the project proposal were used for the provider's internal needs and published to the extent laid down by Act No. 130/2002 Coll., and the tender document;
- j) in case an agreement is concluded or a decision on support provision issued for carrying out the grant project, it shall be governed during the project by the conditions for carrying out grant projects stated in Attachment 4 of this tender document;
- k) following conclusion of agreement on grant project support, it shall secure co-financing of the given grant project in accordance with the submitted project proposal;

(8) The organization acknowledges the fact that in case of failure to meet the conditions stipulated in para. (7) of this article, the project proposal shall be excluded from the public tender, or that failure to meet these conditions may become a reason for termination of the agreement on grant project support without notice.

### **3.2. Project proposal**

(1) Grant project proposal is a comprehensive set of documents containing, above all, a proposal of material, time and financial conditions for the activities necessary to achieve the aims of the grant project formulated by the organization that are required to assess its scholarly benefit, quality and feasibility.

(2) The proposal of national part of the project consists of the following forms: Part A – basic identification data and Part A - abstract and scientific aim (aims of the project); Part B – overall financial items, breakdown of financial items, including justification of individual items, and a detailed definition of personnel costs; Part C (C1,C2 and C3) – justification of the project proposal; Part D (D1 and D2) – information on the applicant and co-applicant; and Part E – information on other projects of the applicant and co-applicant carried out with public support under Act No. 130/2002 Coll. and Part B Financial Plan.

(3) The proposal of national part of the project must be elaborated in accordance with the proposal of foreign part of the project submitted by external applicant to external provider. The duration of the project must be the same for both the Czech and foreign parts of the submitted project proposal. Failure to meet this condition is a reason to exclude the project proposal from the public tender.

(4) In accordance with the instructions, the organization must immediately after submission of the project proposal to the external provider, no later than 30 June of the current year, submit to the Czech Science Foundation in electronic form the project proposal, by which the external applicant applies for support in a call announced by the external provider pursuant to a signed international agreement with GACR, including the date of submission of this proposal and its registration number.

Foreign part of the project proposal is to be submitted via information system of data mailbox (ISDS) into the data mailbox called Grant Projects (Czech Science Foundation) with the identifier “ntq92qs” Failure to meet this condition is a reason to exclude the project proposal from the public tender.

(5) **Part A – basic identification data** shall contain:

- a) the project proposal submission date (project proposal submission date shall mean the date the project proposal was delivered by data mailbox to GACR);
- b) designation of the relevant evaluation panel according to Attachment 1 of this tender document corresponding to the general content specification of the individual panels published at <http://www.gacr.cz>; the project proposal may only be submitted to one evaluation panel, under which it is also evaluated in terms of its professional qualification (subsequent transfer to a different panel is not permitted); in case the project proposal have an interdisciplinary nature, the option “interdisciplinary project” shall be chosen and only in such a case shall another evaluation panel be provided along with the justification therefor;
- c) registration number of the foreign part of the project (if unknown, not to be filled in);
- d) the basic information on the applicant, organization and potentially co-applicant and co-organization; mandatory information is the personal identification number – or date of birth for foreigners – of the applicant and all co-applicant, and the Organization Registration Number ("Reg. No.") of the organization and all co-organization; providing an incorrect personal identification number or Reg. No. is a reason to exclude the project proposal from the public tender;
- e) identification of the external applicant, organization and provider;
- f) scientist’s identifier; the ResearchID listed by the WOS database, Scopus Author ID or ORCID;
- g) the title of the grant project in Czech and in English in the wording intended for publishing; the title must be specific, clear and concise, without abbreviations or special symbols and may

not exceed 150 characters including spaces; the grant project may not have the same title as another project proposal submitted to GACR by the same organization or as another project being conducted or completed with support under Act No. 130/2002 Coll., on the basis of a comparison with the information system for research, experimental development and innovation, in the section Central Register of Research and Development Projects (“IS R&D – CRP”) undertaken by the organization;

h) the project duration in years and date of launch of the grant project;

i) the codes characterizing the grant project classification according to the OECD fields, according to Attachment 3a and 3b to this tender document;

j) keywords in Czech;

k) keywords in English;

l) if the grant project includes activities requiring special authorization under special legislation (see § 18 para. 2 (b) of Act No. 130/2002 Coll.), it is obligatory to include a copy of the relevant authorizations (e.g. for clinical trials a statement from the ethics committee must be included; for handling breeding or laboratory animals a valid “authorization for the use of test animals<sup>10</sup>” must be included).

**(6) Part A – abstract and scientific aim (aims of the project)** shall include:

a) abstracts in Czech and English expressing the substance of the proposed grant project and expected concrete results; neither the Czech nor the English abstracts may exceed 1100 characters including spaces and they are intended for publication;

b) scientific aim (aims of the project) in Czech and English (max. 300 characters including spaces for each language version);

c) if it is possible to include the scientific aim (aims of the project) in any priority areas (or sub-areas) of National priorities of oriented research, experimental development and innovations<sup>11</sup>, applicant will state the corresponding area and sub-area (in accordance to their appropriate number).

**(7) Part B – total funding** shall contain a proposal of the total eligible costs for carrying out the grant project broken down as follows:

a) total costs for individual years of the project (i.e. costs funded by all sources, public and non-public; in the structure of Government Regulation No. 397/2009 Coll., on the information system for research, experimental development and innovation);

b) total costs for the whole project period divided up by various sources in the structure of Government Regulation No. 397/2009 and the ensuing Description of Data for IS R&D – CRP;

c) total costs requested from the provider (proposed amount of support), broken down into items of basic structure and broken down by project year;

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<sup>10</sup> E.g. should the grant project require “authorisation for the use of laboratory animals”, the organization must provide an “authorisation for the use of laboratory animals” within the tender period (formerly accreditation of user facilities) with a validity of at least until the start of the project.

<sup>11</sup> National priorities of oriented research, experimental development and innovations which had been approved by a Government Resolution of Czech Republic No. 552 of 19 July 2012.

d) proposed level of support expressed as a percentage; the support level corresponds to the level of support requested from the provider from the targeted expenditure of GACR as a proportion of the total grant project costs.

(8) **Part B – breakdown of financial items** shall be filled out in Czech separately for the organization and for each co-organization. All funding shall be listed as integer values in the thousands CZK. Using a different way of stating the financial requirements shall be a reason for excluding the project proposal from the public tender. The total expected costs for carrying out the project for the whole project duration and in the individual years shall be listed according to the various sources broken down by funds requested from the provider from the targeted expenditure of GACR, funds from other public sources (e.g. including institutional funds from the state budget for research, development and innovation, from other budget sources of the Czech Republic, from foreign public sources, incl. EU sources) and funds from non-public sources (e.g. own resources). The total expected costs for project implementation in the individual years shall be listed broken down by items of basic structure (as per Article 2.1 para. (13) of this tender document) and material costs (as per Article 3.3.3. of this tender document).

(9) In **Part B – breakdown of financial items**, the **personnel costs** shall be filled out separately for the organization and for each co-organization. The personnel costs shall be listed in the individual years as follows:

- a) employee's wage or salary as per Article 3.3.1 para. (5) a) or b) of this tender document for the applicant or co-applicant and their professional and other professional co-workers (see Article 2.1 para. (9) of this tender document); for each of these employees the name and surname shall be included, with the possible exception of other professional co-workers, for other professional co-workers, the person is identified as a student or a postdoc;
- b) the workload (average annual full-time equivalent) for the individual employees listed under para. (9) letter (a) of this article under project implementation;
- c) the aggregate wage or salary as per Article 3.3.1 para. (5) letter (a) of this tender document overall for the other collaborators;
- d) the aggregate workload (average annual full-time equivalent) of other collaborators;
- e) a breakdown of personnel costs to pay for agreements on work performed outside of employment in accordance with Article 3.3.1 para. (5) letter (b) of this tender document; agreements on work performed outside of employment (other personnel costs); for professional co-workers the name and surname shall be listed (see Article 2.1 para. (9) of this tender document); for the other professional co-workers shall be included designation of a person as a student or a postdoc.

(10) The form **Part B – justification for financial items** is always to be filled out in Czech separately for the organization and each co-organization. Information is provided for the entire duration of the project. Each cost item must be specified and justified, including in the case that funding from other sources according to Article 3.2 para. (7) letter (b) and para. (8) of this tender document is being proposed. If all cost items are not specified and justified, the project proposal shall be considered incomplete; the main things to be included are:

- a) a breakdown of material costs;
- b) justification of amount of travel costs, including expected purposes of travel for individual persons (e.g. active participation in conferences);
- c) breakdown of other services and non-material costs;
- d) investment cost, including Classification of production CZ-CPA;
- e) the justification of personnel costs must include the following for each person:
  - 1. their form, workloads (FTE or number of hours) appropriate to their part in the expected grant project output;
  - 2. the amount of personnel costs according to Article 3.3.1 para. (5) of this tender document.

(11) **Part C1 – justification of project proposal** is to be filled out in English. A file created outside the application in PDF format and with a maximum size of 6 MB is inserted into the application in a manner similar to the project proposal attachments. The maximum size of this part is 10 pages of A4 format using a standard font<sup>12</sup>. Adding any other attachments than listed in Article 3.2. para. (19) of this tender document is considered as exceeding the maximum extent. Failure to meet these conditions shall be a reason for the exclusion of the project proposal from the public tender. The justification must clearly present the aims and intentions and provide sufficient information to evaluate the project proposal in accordance with the basic criteria for evaluating project proposals, part C1 has prescribed structure and has to include the following:

- a) a summary of the current state of knowledge of the issue in the given scientific field and description of the existing contribution of the applicant to the research in a given or thematically close issues;
- b) a statement of the substance and currency of the grant project, its aims, methods including conceptual and methodical procedures, a detailed schedule and project phases. The project stages and accomplishment of each aim must be associated with expected results;
- c) description and justification of the necessity and contribution of the cooperation with external applicant (including the justification of possible differences);
- d) a current and within the project planned collaboration between the external applicant and the foreign scientific institutions;
- e) in case of a co-organization's involvement, justification of its involvement in the project, its contribution and detailed description of his participation in the project;
- f) information on the readiness of the applicant, co-applicants and their workplaces and foreign applicant, on the equipment of the workplace to be used for the project, and on the possibility of collaboration;
- g) characterization of the team; justification of the participation of co-applicants, professional co-workers, and other professional and other collaborators, definition of their part in dealing with the issue including expected aggregate workload of the individual workers;
- h) references to the literature used.

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

(12) The information for Part C1 listed in Article 3.2 para. (11) of this tender document may be supplemented by information based on the specific focus of the given project.

(13) **Part C2 – expected project results** contains a verbal description of the result types defined in Attachment 7<sup>13</sup> of this tender document which are expected to be published within carrying out the grant project (articles in significant international journals, monographies, articles in international proceeding, etc.).

Only publications in significant international journals, or articles in other journals published in the period under review and selected from ISI Highly Cited, other publications in IF journals, articles in significant international conferences, monographs or book chapters will be recognized as outputs published by prestigious international publishing houses.

(14) **Part C3 – international cooperation** contains description in words of the contribution (added value) of the international cooperation during carrying out the project.

(15) **Part D1 – CV of the applicant and co-applicants and external applicant** is to be filled out in English. A file created outside the application in PDF format and with a maximum size of 1 MB is inserted into the application in a manner similar to the project proposal attachments. The applicant and co-applicant shall include: a brief structured professional CV and a list of activities from the last 5 years in the field that will be the subject of the grant project (if necessary, this information can be included for the professional co-workers as well). The maximum size of this part is two pages of A4 format using a standard font<sup>14</sup> (potentially a maximum of additional two pages for each co-applicant). Adding any other attachments than listed in Article 3.2. (19) of this tender document is considered as exceeding the maximum extent. Failure to meet these conditions shall be a reason for the exclusion of the project proposal from the public tender.

Maximum extent of the CV described in this Article does not concern the CV of external applicant.

(16) In **Part D2 – bibliography of applicant and co-applicant**, the applicant and co-applicant shall state the following information:

a) complete bibliographic information in the format of ČSN ISO 690 (or other citation practices in the given field) on five significant results of their scientific and research activity (e.g. journal publications, monographs they originated, etc.) that they consider essential and a short summary of their share in the achievement of these results; for each result they shall include the number of citations excluding self-citations determined using Web of Science<sup>15</sup> or SCOPUS<sup>16</sup>; for each article in an impact-rated journal monitored in these databases they shall state the impact factor<sup>17</sup> of the journal valid at the time of publishing; the number of citations found in other databases may also be included, or that of another methodology recognized in the given field (must be briefly described);

b) the total number of results over the last five years or, where appropriate, over a longer period prolonged due to career interruption (mainly due to maternity, parental leave, long-

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<sup>13</sup> In case of the Jost result type, it is also necessary to give the name of the journal in which the research team expects to publish the project results.

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

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

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

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



term illness or other serious occupational obstacles), broken down by type of results defined in the Definition of the results categories (see Attachment 4 Methodology for Evaluating Research Organizations and RD&I Targeted Support Programmes<sup>18</sup>);

c) total number of citations, including self-citation, for all their works according to Web of Science or SCOPUS; the number of citations found in other databases can also be included, or that of another methodology recognized in the given field (must be briefly described);

d) H-index according to Web of Science (not required for professionals working in the selected fields of social sciences and humanities<sup>19</sup>);

e) training and educational activities, number of educated and currently supervised PhD students and students of master and bachelor studies;

f) a list of invited lectures at established international conferences over the last five years or, where appropriate, over a longer period prolonged due to career interruption (mainly due to maternity, parental leave, long-term illness or other serious occupational obstacles);

g) significant awards received by the applicant, including membership in foreign scientific organizations, membership in the editorial boards of distinguished foreign journals, membership in scientific committees of established international conferences;

h) a maximum of five projects that the applicant has obtained in the past (the provider and the amount of the financial subsidy for the parent workplace in thousands CZK shall be mentioned), a short summary of the topic;

i) information on membership in evaluation panels or discipline committees of the Czech Science Foundation or in evaluation panels of foreign grant providers (processing the reports of individual project proposals is not included).

**(17) Part E – information on other projects of the applicant and co-applicants carried out with public support under Act No. 130/2002 Coll.** shall include information on:

1. all thematically similar projects conducted according to Act No. 130/2002 Coll. with targeted support provided from providers other than GACR in which the applicant or co-applicants are participating in conducting at the time the project proposal is submitted or in which they have participated in the last three years and in what role (investigator, co-investigator, professional co-workers); furthermore, similar information should be provided on applications for targeted support for projects in which the applicant or co-applicant are taking part;

2. all GACR projects which the applicant or co-applicants are taking part in carrying out at the time the project proposal is submitted and in what role (investigator, co-investigator, professional co-worker); furthermore, similar information should be provided on applications for targeted support for projects in which the applicant or co-applicant are going to be taking part in and in what role (investigator, co-investigator, professional co-worker);

3. all GACR projects in which the applicant or co-applicants took part in carrying out over the past three years and in what role (investigator, co-investigator or professional co-worker).

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<sup>18</sup> The Definition of the result categories (<http://www.vyzkum.cz/FrontClanek.aspx?idsekce=799796>).

<sup>19</sup> See Attachment 3 (a), field groups: AA, AB, AC, AD, AE, AG, AI, AJ, AL, AM

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

- a) name of the entity providing the targeted funding (provider);
- b) name of programme or other research and development activity (e.g. major infrastructure projects etc.), project number, code characterising the project classification based on the fields for IS R&D – CRP, unabbreviated project title and duration (from – to) for projects ad 1 or the registration number, panel number, unabbreviated project title and duration (from – to) for projects ad 2 and 3;
- c) name of organization/beneficiary;
- d) role of applicant or co-applicant in the project;
- e) the amount of requested/received support for the whole duration of the project being/to be used by the organization or co-organization for their activity carrying out the project;
- f) workload (FTE) of the applicant (co-applicant) for carrying out the individual projects, even if the support did not include wage;
- g) description of the relationship between the project for which information is being provided and the submitted project proposal (especially a description of the topic, aims, results and research team, etc.).

Failure to meet these obligations or providing of incomplete information shall be a reason for exclusion of the project proposal from the public tender.

(18) **Part B Financial Plan** contains funds in EUR requested from the external provider for carrying out the international grant project. Total costs requested for foreign part of the project broken down in operating, investment, travel, personnel and additional costs.

(19) Only the following documents may be **attachments to the project proposal**:

- a) copies of the special authorizations as per special legislation pursuant to Article 3.2. para. (5) letter (I) of this tender document;
- b) a list of the foreign workplaces to which it would not be suitable to send the project proposal for evaluation including justification therefor;
- c) offer of supplier identification, subject of supply and preliminary price pursuant to Article 3.3. para. (4) of this tender document, if the project proposal requires supply or supplies from a single supplier with total value over 500,000 CZK over the whole duration of the grant project;
- d) power of attorney to a third party to submit the proposal, if the organization does not have access to its own data mailbox; this power of attorney must also be delivered in another demonstrable manner (e.g. by post or in person);

e) copy of the proposal of foreign part of the project submitted by the external applicant to the external provider (if not available at the time of submission of the proposal, the provisions under Article 3.2. para. 4 of this tender document shall apply);

f) a Letter of Intent confirming foreign cooperation or commitment to perform the necessary work at a foreign workplace.

Adding any other attachments than listed above shall be a reason for exclusion of the project proposal from the public tender.

### **3.3 Definition of eligible cost items**

(1) Targeted support may only be provided for activities defined in the project proposal.

(2) Only costs or expenditures (hereinafter “costs”) that are defined by the provisions of § 2 para. 2 letter (k) of Act No. 130/2002 Coll., which are specified in this tender document under Articles 3.3.1 to 3.3.3 and which are directly – both substantially and in time – related to carrying out the grant project, are eligible.

(3) All eligible cost items listed in the project proposal must be justified and it must be clear from the project proposal that they are indispensable for carrying out the grant project.

(4) If the project proposal requests supply or supplies from a single supplier for a total value of over 500,000 CZK over the whole duration of the grant project, it is necessary to submit the offer with identification of the supplier, the subject of supply and the preliminary price, including a justified calculation of the bid price in total and for individual supplies. The actual price may not be more than 10% higher than the original bid price. At the same time at least two other competing bids for the same supply shall be submitted including justification for the selection. Competing offers are not submitted in cases where the selected supplier is the sole supplier offering supply of the required parameters necessary for carrying out the grant project. This fact is to be mentioned in the commentary attached to the bid. In the event that the organization has concluded a framework contract for the required type of delivery, this framework contract instead of offers shall be attached.

(5) The supplier of the procured property or services (including publishing of project’s results) may not be the investigator, co-investigator or other employee of the beneficiary or other project participant or person associated (within the meaning of § 23 para. 7 of Act No. 586/1992 Coll., on income tax, as amended) with the beneficiary, other project participant, investigator, co-investigator or professional co-worker taking part in carrying out the grant project. Supplies realized in the form of internal supply are eligible if they do not exceed the conventional prices for the place and time and are charged in accordance with the legislation.

(6) The project proposal must state the proposed rate of support. The decision on the final amount of allowed costs and rate of support for the allowed costs lies with the provider, based on the evaluation of the project proposal.

(7) The following cannot be included in the eligible costs:

a) profit;

b) value-added tax (applies for beneficiaries who are payers of this tax and who deduct it or deduct a percentage of it);

- c) costs for marketing, sale and distribution of goods;
- d) interest on debt;
- e) shortfalls and damages;
- f) costs for financial leasing and lease with subsequent purchase;
- g) costs for securing the rights to the project results;
- h) other costs not directly related to the subject of the grant project;
- i) costs associated with the subject of the project that exceed the usual standard price for the time and place.

(8) The following cannot be included in the eligible costs paid from grant funds under items other than additional (overhead) costs listed under Article 3.3.3. para. (6) of this tender document:

- a) costs for meals, gifts and entertainment;
- b) costs for rental of spaces, devices, equipment, etc. with the exception of rental of packing materials, highly specialized laboratories and venues for holding short-term events with academic output as stipulated in Article 3.3.3. para. (4) of this tender document;
- c) costs for furniture and other non-specialized equipment for workspaces;
- d) costs for telecommunication services; costs for the acquisition, repair and maintenance of devices and equipment from the field of communication technology (telephones, dictation machines, readers etc.);
- e) costs for issuing journals and textbooks;
- f) costs associated with attending conferences and workshops with the exception of active presentation of results 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 electronic information databases;
- i) costs for the repair or maintenance of rooms; costs for the construction or renovation of buildings or rooms;
- j) costs for the services of consultants, both domestic and foreign.

### **3.3.1 Personnel costs**

(1) Personnel costs are the costs spent to remunerate the work performed as part of basic employment relationships as per Act No. 262/2006 Coll., the Labour Code, as amended.

(2) The amount of eligible personnel costs for persons (applicants, co-applicants, professional co-workers, other collaborators) taking direct part in carrying out the project must correspond to the

beneficiary's (or other participant's) internal regulations or through other demonstrable means, and simultaneously must correspond to the workload (FTE) expended on the grant project. For the purpose of establishing the amount of eligible personnel costs in the project proposal, remuneration under § 134 of the Labour Code, targeted remuneration under § 134a of the Labour Code and other similar remuneration shall not be considered as a part of the wage, including variable components, convalescence leave pay and temporary incapacity compensation (hereinafter "wage"). Failure to meet this condition shall be a reason for exclusion of the project proposal from the public tender.

(3) Zero workload (FTE) is not permitted. Failure to meet this condition shall be a reason for exclusion of the project proposal from the public tender. The sum of all workloads (FTEs) allocated for all projects supported by GACR may not exceed 1.00 for a single employee. The workload (FTE) on the project is recommended at least 0.20 for the applicant and at least 0.10 for the co-applicant. The applicant (and subsequently the investigator) is assumed that the time spent in the organization's (subsequently beneficiary's) workplace in the project implementation corresponds to the amount of their workload. The applicant (subsequently the investigator) must be in an employment relationship, resp. subsequently carry out a grant project at a workplace in the Czech Republic.

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

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

a) for the relevant part of the wages as per para. (2) of this article for those employees carrying out the grant project based on an employment contract, in the amount corresponding with the workload in conducting the project. In such a case the subsidy requested in the project proposal can reach up to the amount of gross salary or wage of the employee (prorated based on the employee's FTE), to a maximum of 60,000 CZK per calendar month (prorated based on the employee's FTE);

b) for the payment of commitments from agreements on work performed outside of employment that were concluded exclusively for conducting the grant project, in which case the subsidy provided to cover commitments from the agreement on work performed outside of employment may be as high as the remuneration from an employee's agreement but may not exceed 400 CZK/hour.

(6) Under personnel costs it is possible to include the costs for the compulsory legal deductions and contribution to the fund of cultural and social needs (or another similar fund) or the proportionate amount thereof (unless such a fund is made up of allocations from profit) in an amount corresponding to the relevant personnel costs. The maximum possible amount of subsidy provided for such costs is set at an amount corresponding to the subsidy for the relevant personnel costs.

(7) For the applicant, co-applicant and professional co-workers remunerated according to para. (1) of this article, the project proposal shall include the name and surname of the worker (see Article 2.1 (9) of this tender document), other professional co-workers shall be designated as student or postdoc, as well as the workload (FTE) and the corresponding amount of requested subsidy. For other collaborators, only the workload (FTE) and corresponding amount of required subsidy shall be stated.

(8) If the organization or co-organization is a natural person, the amount of their remuneration for work in the project shall be included in the personnel costs item for the purposes of costs recording, even if it is not costs spent on remuneration for work performed in labour relations under the Labour Code.

### 3.3.2 Costs for procuring tangible and intangible assets (hereafter “Investment Cost”)

(1) Costs for acquiring tangible fixed assets (devices, machinery, equipment, separate movable items or sets of movable items with an independent technical-economic purpose and other tangible fixed assets that were acquired for consideration, by conversion or created through own activities where the purchase price is higher than **40,000 CZK** and the operational-technical function is longer than one year) and intangible assets (software and other intangible fixed assets that were acquired for consideration, by conversion or created through own activities where the purchase price is higher than **60,000 CZK** and the period of use is longer than one year) which are necessary for carrying out the grant project and are purchased and used in the direct connection with the grant project may be included among the eligible costs.

(2) In the case of acquiring tangible fixed assets (the purchase price is higher than 40,000 CZK and the operational-technical function is longer than one year) and of acquiring intangible fixed assets (the purchase price is higher than 60,000 CZK and the operational-technical function is longer than one year) with the operational-technical function longer than the period for which the assets are to be used for carrying out the grant project, the amount of eligible cost shall be established at most in the amount of the depreciation with the formula:  $U(N) = (A/B) \times C \times D$ , whereby  $U(N)$  is the eligible costs, A the period for which the assets are to be used for carrying out the project, B is the period of operational-technical function (in accordance with Act No. 563/1991 Coll., on accounting, as amended, and Act No. 586/1992 Coll., on income tax, as amended; if the operational-technical function determined by these regulations differs, the longer operational-technical function is to be used for the purpose of determining the amount of the eligible costs), C is the purchase price of the equipment and D is the percentage of its use for the grant project.

(3) In the case of acquiring tangible and intangible fixed assets with the operational-technical function equal to the duration of the grant project or shorter, the eligible costs shall be established using the formula:  $U(N) = C \times D$ , whereby the symbols  $U(N)$ , C and D have the same meaning as in the similar formula in para. (2) of this article.

(4) Minor tangible and intangible assets with an operational-technical function of longer than one year and an input price **lower** than or equal to 40,000 CZK or 60,000 CZK respectively may be acquired under the item of material costs.

(5) Subsidy allocated to expenditures on obtaining tangible and intangible fixed assets, which is essential for the carrying out the project, must not be higher than 10% of the total subsidy allocated to approved costs as per Article 3.3.1 and 3.3.3 para (2) to (5) of this tender document for the whole duration of the project as stated in the agreement, or in the decision, respectively, on provision of targeted support.

### 3.3.3. Material costs

(1) The material costs that can be included among eligible costs are costs for materials, travel costs, intangible costs, costs for other services and additional (overhead) costs.

(2) Costs for materials are expenses used exclusively in direct connection with the grant project that can be documented with a separate supply document or in another objective manner (e.g. independent measurement) comprising the consumption of material (e.g. consumption of office and laboratory material, acquisition of minor tangible assets as per Article 3.3.2 para. (4) of this tender document purchased or procured through own activity as part of the project, scholarly literature), in exceptional and justified cases the consumption of energy and other non-storable supplies.

(3) Travel costs are expenses comprising all costs for work trips in accordance with the provisions of § 173 to 181 of Act No. 262/2006 Coll., the Labour Code, as amended, up to the amount laid down or allowed by this law, for the investigator, co-investigator and professional and other collaborators. These are costs incurred exclusively in direct connection with the grant project including working stays and trips made in connection with active participation at conferences. These are also the travel expenses and costs for stays associated with the participation of foreign employees taking part in the grant project. In the case of work trips abroad, these include only the costs for the length of stay that corresponds to the duration of the event for which the worker was dispatched.

(4) Costs for other services and non-material costs are expenses used exclusively for carrying out the grant project that can be documented by a separate supply document or in another objective manner, including costs: for the operation, repair and maintenance of assets used during the project; procuring of minor intangible assets as per Article 3.3.2. para. (4) of this tender document purchased or procured through own activity as part of the project; costs for additional services, e.g. orders. It is also possible to include among other services costs for publishing results (publishing and editorial costs). Furthermore, conference fees, rental of venues for holding short-term events with scholarly output (e.g. conferences, seminars etc.), membership fees for institutions if membership is demonstrably necessary or cost-effective for carrying out the grant project; telecommunications with the exemption listed under Article 3.3. para. (8) letter (d) of this tender document; other costs such as exchange rate losses, bank fees, taxes and fees tied exclusively to the grant project.

(5) Following costs are considered eligible: patent and license payments for the exercise of industrial property rights that apply to the subjects 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 for carrying it out, solely for the period during which the industrial property rights are exercised for conducting the grant project (for the duration of the grant project at the longest). If the period of exercising the industrial property rights is longer than the period for which the rights are to be used for carrying out the grant project, the amount of eligible costs shall be established with the formula:  $U(N) = (A/B) \times C \times D$ , whereby  $U(N)$  is the eligible costs,  $A$  the period for which the rights are to be used for carrying out the project,  $B$  is the period of operational-technical function (in accordance with Act No. 586/1992 Coll., on income tax, as amended),  $C$  is the purchase price of the rights and  $D$  is the percentage of its use for the grant project. For industrial property rights exercised for a period equal to the duration of the grant project or shorter, the eligible costs shall be established using 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 additional (overhead) costs incurred in direct substantial and time connection to carrying out the grant project assuming their expenditure contributed to realization of the project (e.g. administrative costs, costs for infrastructure, or other costs incurred during carrying out the project). The maximum amount of such costs is 20% of the total approved costs listed under Article 3.3.1. and 3.3.3. para. (2) to (5) of this tender document or in the contract or decision on provision of targeted support. If no additional (overhead) costs are requested in the project proposal, they may not be included among the eligible costs.

## **4. Method of admission and selection of project proposals**

(1) When admitting and evaluating project proposals, the procedure under § 21 para. (1) to (9) of Act No. 130/2002 Coll. shall be followed.

(2) A project proposal may not be altered or amended in any way after the tender period has ended.

(3) Evaluation of project proposals is commenced no earlier than the day following the last day of the tender period.

(4) Evaluation of project proposals consists of:

a) admission of project proposals – carried out in accordance with § 21 para. (2) of Act No. 130/2002 Coll.; this follows immediately after the end of the tender period and is ended by a provider's decision of admission of the project proposals into the public tender or of their exclusion;

b) evaluation of the truthfulness, completeness and accuracy of the data in the project proposals, which includes a check of any contradictions between the data contained in the project proposals; follows a provider's decision of admission of the project proposals into the public tender or of their exclusion and takes place over the whole duration of the evaluation period;

c) evaluation of the professional quality of the project proposals – an expert evaluation of the project proposals is carried out by discipline committees in accordance with § 21 para. (4) to (7) of Act No. 130/2002 Coll.; follows a provider's decision of admission of the project proposals into the public tender or of their exclusion and ends by drawing up an evaluation report of the project proposals;

d) evaluation of the proposed eligible costs – a check of the relevancy and accuracy of the proposed eligible costs provided in the project proposals is conducted, both in terms of the scope and definition of eligible costs and in terms of the amount of proposed eligible costs; follows a provider's decision of admission of the project proposals into the public tender or of their exclusion and ends by drawing up an evaluation report of the project proposals;

(5) Evaluation of the project proposals ends with the announcement of the results of the public tender.

(6) Act No. 500/2004 Coll., the code of administrative procedure, as amended, shall not apply to decisions of admission of project proposals into the public tender or of their exclusion and the provider's decision on selection of projects within the meaning of § 21 para. (11) of Act No. 130/2002 Coll.

#### **4.1. Admission of project proposals**

(1) Admission of project proposals is provided by the project proposals' admission committee, which evaluates in compliance with the tender conditions:

a) compliance with tender period – the project proposal's submission within the given tender period's deadline is assessed;

b) manner and place of submission of project proposal – it is assessed whether the method of submitting the project proposal given in Article 6 of this tender document, the title and originality of the file, and the data mailbox identifier ISDS<sup>20</sup> batch were observed;

c) completeness of the project proposal – it is assessed whether the project proposal contains all parts stipulated in Article 3.2. of this tender document;

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<sup>20</sup> Data Mailbox Information System



d) requirements for proving eligibility – it is assessed whether all the documents for demonstrating eligibility were submitted in the stipulated manner and whether these documents confirm the eligibility of the organization (co-organization);

e) compliance with the condition defined in Article 3.1. para. (4) of this tender document.

(2) Failure to meet the conditions defined in para. (1) of this article shall be a reason for the exclusion of the project proposal from the public tender.

(3) The fact that the beneficiary has, in previous grant projects, demonstrably failed to meet the obligations laid down by the Act on budgetary rules or has violated contract commitments or decision conditions shall be a reason of exclusion of the grant project proposal from the public tender in accordance with the provision of § 21 para. (3) of Act No. 130/2002 Coll. In this case GACR may exclude this beneficiary's project proposals for up to three years from the day this violation by the beneficiary was demonstrated or from the day the beneficiary acknowledged it in writing.

(4) Should the organization no longer demonstrably meet the eligibility conditions at any point during the course of the public tender process, this fact shall be a reason for exclusion of the project proposal from the public tender as per Article 4.6. of this tender document.

## **4.2. Evaluation of truthfulness and accuracy of data in project proposal**

(1) Evaluation of the truthfulness and accuracy of data in the project proposal also concerns the mutual inconsistency of data check. The evaluation is carried out separately by discipline committees, expert bodies of discipline committees (evaluation panels) and provider's expert bodies during the entire evaluation period. During the evaluation of project proposals, members of discipline committees and members of evaluation panels follow the Statutes and rules of procedure of the GACR's discipline committees and evaluation panels and the Code of Ethics for GACR evaluators.

(2) The following are considered incorrect and false data:

a) in Part A of the project proposal under Article 3.2. para. (5) of this tender document:

1. incorrect data on the personal identification number of the applicant or co-applicants and the registration number of the organization or co-organizations, and the deviation of the given data from the actual or prescribed form, including the so-called typing and counting error, is considered false data;

2. data given in other than required language;

b) in Part B of the project proposal under Article 3.2. para. (7) to (10) of this tender document:

1. numerical data that are not stated in the required currency and form (i.e. in thousands CZK);

2. sums of individual items of eligible costs and items by individual years do not correspond to the total sums or the proposed rate of support does not correspond to the actual share of funds requested by GACR in the total project costs;

3. proposed funding in contravention with the legislation in force;

4. proposed personnel costs do not correspond to the respective workloads (FTE) or do not respect the provisions in Art. 3.3.1. para. (2) to (5) of this tender document;

c) in Parts C1 and D1 of the project proposal under Article 3.3. para. (11) to (15) of this tender document:

1. data given in other than required language;
2. violation of the required form (extent, font size, line spacing etc.) for the documents to be transmitted;

d) In Part E of the project proposal under Article 3.2. para. (17) of this tender document:

1. failure to provide complete information on the other projects of the applicant and co-applicants;

e) in all parts of the project proposal:

1. failure to provide data required by the attachments referred to in Article 3.2. para. (19) of this tender document;
2. transmitted texts not supported by bibliographic citation according to Article 3.1. para. (1) of this tender document;
3. false data.

(3) The following are considered contradictory data:

- a) difference in meaning between the title, keywords and abstract of the grant project in Czech and English;
- b) difference in implementation time in Part A of the project proposal and the time resulting from Parts B and C of the project proposal.

(4) Realization that a project proposal contains incorrect or false data, inconsistent data or that the conditions for participation in the public tender are not met, shall be a reason for exclusion of the project proposal from the public tender.

(5) Rejection by the external provider regarding the financing of the project under Article 4.3. para. (5) of this tender document is the reason for excluding the project proposal from the public tender.

#### **4.3. Evaluation of the professional quality of the project proposal**

(1) Evaluation of the professional quality of the project proposal is carried out by discipline committees that are applying a panel assessment principle in their activity.

(2) During the evaluation of the proposals, the following are simultaneously assessed:

- a) originality and quality of the grant project proposal;
- b) competence and prerequisites of the applicant or co-applicant and their professional co-workers to carry out the grant project, and at the same time the professional skills are assessed, their creative contribution in the scientific field according to the focus of the project proposal, taking into account their current research and experimental development results;
- c) readiness of the organization and co-organizations to carry out the national part of the grant project with regard to their technical and institutional facilities.

(3) During the evaluation of quality of the grant project proposal, the following are assessed in terms of professional focus of the panel, to which the proposal was submitted:

a) scientific aim (aim of the project proposal) – whether clear and specific aims, their level of ambition, relevance and feasibility have been defined; the proportionality of the breadth of the problem proposed to the implementation is assessed in relation to the means and time required for the implementation; the extent to which the objective of the project proposal is of interest in terms of international comparison and whether the project can constitute a breakthrough in the research area is assessed;

b) proposed methodology of implementation:

1. conception, preparation and adequacy of the proposed methodology, including the time schedule of the implementation;

2. adequacy (especially in terms of the amount of workload and the share of individual team members in the expected outputs of the grant project) and the qualification composition of the work team, the involvement of students and postdocs and the role of individual team members in problem solving;

c) type of expected project outcomes;

d) international cooperation – expected involvement of foreign workplaces in carrying out the grant project, mutual use of equipment of cooperating workplaces and use of complementary approaches and methodologies;

e) project progress, outcomes and means of carrying out the grant projects of the organization and co-organizations and applicant and co-applicants when carrying out the grant project with the provided support by the provider (if such grant projects were being carried out); any previous violation of the rules by the organization or co-organization or applicant or co-applicant in the management of the targeted support provided, fulfilment of all obligations defined in the contract or the decision on the provision of targeted support, interim and final evaluation of these grant projects, are taken into account.

(4) Positive evaluation of the foreign part of the project proposal does not create entitlement to the grant for international project.

(5) GACR Presidium will evaluate the proposals for the award of international grants and decide on their granting according to financial possibilities. The contract may be concluded or the decision issued and the funds transferred only if both providers decide positively to award a grant.

(6) If the project proposal shows very serious shortcomings, i.e. the quality of the project proposal according to the criteria specified in para. (1) to (3) of this article are not fulfilled, the project proposal will be categorized as poor-quality project. The project proposal especially may be included in the category of poor-quality projects:

a) that insufficiently defines or does not define at all the so-called “knowledge gap”, that should be filled by the project outcomes, i.e. the project is not based on original idea (applicant is either not sufficiently familiar with the state of knowledge in the respective field, or deliberately only replicates already conducted research);

b) that does not have a clearly formulated hypothesis and the method of its verification;

c) that proposes methodology that is inadequate for verification of the formulated hypothesis;

d) whose outcomes or aims cannot be achieved by the proposed research, or the collection and processing of the anticipated data;

e) that has previously been rejected in a public tender in research, development and innovation announced by GACR for insufficient quality and that has been re-submitted with no apparent rectification.

Categorizing the project proposal as a poor-quality project shall be a reason for the exclusion of all project proposals of the same applicant in all GACR tenders announced in the following calendar year.

#### **4.4. Evaluation of proposed costs**

(1) Evaluation of proposed costs is carried out separately by discipline committees, evaluation panels and provider's expert bodies.

(2) During the evaluation of proposed costs, the following are assessed:

a) adequacy of proposed costs and the amount of workload in relation to the project proposal and anticipated results;

b) legitimacy of individual items of the proposed costs;

c) proportion of funds requested from the provider in the total proposed costs (i.e. the proposed support intensity);

d) meeting the requirements of extent and definition of eligible costs according to article 3.2. para. (7) to (10) and article 3.3. of this tender documentation.

#### **4.5. Methods of projects selection**

(1) Process of evaluation of the grant project proposals is based on mutual comparison of the quality of grant projects. The evaluation process is divided into two stages.

(2) First stage of evaluation will take place as following:

a) evaluation panel members will elaborate at least two, in case of interdisciplinary project three independent expert reviews;

b) evaluation panel will draw a comparison of the quality of all project proposal of the respective panel, based on the elaborated reviews at the meeting, and will propose projects that will proceed to the second stage of evaluation;

c) discipline committee will assess the results of projects evaluation from each evaluation panel and will mutually compare quality of all project proposals in the respective scientific field at the meeting and will propose projects, which will proceed to the second stage of evaluation; its recommendation will present to GACR Presidium;

d) GACR Presidium will decide based on the recommendation of the discipline committee, which projects will proceed to the second stage of evaluation and which will be categorized as poor-quality projects;

(3) Second stage of evaluation will take place as following:

a) project proposal, that proceeded to the second stage of evaluation, is sent to foreign reviewers for assessment;

b) evaluation panel will draw a comparison of the quality of all project proposal of the respective panel, based on the elaborated reviews at the meeting, and will propose a preliminary ranking of projects;

c) discipline committee will assess the results of project evaluation from each evaluation panel and will recommend the final ranking of projects within the respective scientific field, which the committee will present to GACR Presidium;

d) GACR Presidium will decide based on the recommendation of the discipline committees on the selection of projects that will receive a grant.

#### **4.6. Other reasons for excluding a project proposal from the public tender**

(1) Breach or failure to comply with the conditions defined in this tender document explicitly referred to in Article 3 para. (3), in Article 3.1. para. (1), (7) and (8), in Article 3.2. para. (3), para. (4), para. (5) letter d), para. (8), (11), (15), (17) and (19), in Article 3.3.1. para. (2) and (3), in Article 4.2. para. (4) and (5) and in Article 4.6. para. (2) of this tender document shall be a reason for exclusion of the grant project proposal from the public tender. GACR Presidium shall decide on the exclusion of such a project proposal from the public tender. Failure to meet these conditions may also be a reason for termination of the contract on support provision or annulment of the decision on support provision for the grant project without notice.

(2) Submission of the project proposal, which has already received targeted support under the Act No. 130/2002 Coll. or that is submitted in duplicate or multiple times in a given calendar year in the provider's public tenders, shall be a reason for exclusion of the grant project proposal from the public tender. GACR Presidium shall decide on the exclusion of such a project proposal from the public tender.

#### **4.7. Complaints about the provider's procedure during the evaluation of the project proposal**

(1) Anyone who feels affected by the GACR's procedure during the evaluation of a project proposal pursuant to Article 4 of this tender document may file in accordance with § 36 para. (7) of Act No. 130/2002 Coll. complaint about the provider's procedure during the evaluation of the grant project proposal.

(2) Complaint about the GACR's procedure in the evaluation of the grant project proposal according to Article 4 of this tender document must be submitted within 15 calendar days since the announcement of results of the public tender, that shall be published on the last day of evaluation period at the website <http://www.gacr.cz>, or within 15 calendar days from the delivery of the notification of exclusion of the project proposal from the public tender. The procedure pursuant to § 175 of Act No. 500/2004 Coll., Administrative Procedure Code, as amended, shall apply to complaints submitted later.

(3) It must be clear from complaint who is filing it, to which project it relates and a detailed description of the subject of the complaint, i.e. what are the exact errors in the GACR's procedure in the evaluation of the particular project.

(4) Complaints about GACR's procedure must be submitted in the data mailbox information system (ISDS) in the GACR's mailbox with identifier "a8uadk4". The complaint may only be submitted by the statutory representative or by the applicant on their behalf.

(5) A complaint filed in time about the GACR's procedure in the evaluation of the grant project proposal pursuant to Article 4 of this tender document shall be discussed by the GACR Supervisory Board.

(6) The right to file a complaint on GACR procedure pursuant to § 175 of Act No. 500/2004 Coll., Administrative Code, as amended, is not affected by the Article 4.7. of this tender document.

## **5. Definition of information intended for publication**

(1) For the purposes of the public tender and fulfilment of other provider's obligations, § 17 (6) of Act No. 130/2002 Coll. and for the fulfilment of obligations under § 31 of Act No. 130/2002 Coll. the provider is authorized to collect the necessary data on project proposals and organizations including personal data. Both written and electronic form of data collection is allowed. This data is not a publicly available information.

(2) Provider shall follow the special legislation<sup>21</sup> in the process of collection, processing and publication of data. The extent of processing data on project proposals and organizations is evident from the data in the project proposal.

(3) When announcing the results of the call for public tender, only data on the projects that the provider has decided to be accepted for carrying out, in the following extent:

- a) name of the organization;
- b) name and surname of the applicant;
- c) registration number and the title of the grant project;
- d) scientific field and investigation period of the grant project.

(4) After concluding the contract or issuing the decision on targeted support provision for the grant project, data according to the provisions of § 30 to 32 of the Act No. 130/2002 Coll. are published.

(5) GACR will process the personal data provided when submitting the grant project or in the following course of the public tender as controller in accordance with 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 fulfilment of legal obligation, which is due performance of public tender in research, experimental development and innovation in accordance with Act No. 130/2002 Coll., on the support of research and development from public funds, especially for the purpose of collecting proposals, assessment of fulfilment of the conditions of participation in the public tender, evaluation of submitted project proposals, keeping the relevant records and documentation of the project and for publication in the R & D information system. Further 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/>.

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<sup>21</sup> Act No. 110/2019 Coll., on the personal data processing, as amended.

## 6. Method of submission of project proposals

(1) Project proposals are to be submitted in electronic form in accordance with Article 3.1. para. (5) of this tender document. The data mailbox identifier of the provider is "ntq92qs". Delivery via data mailbox is to be identified with the text "International project" in the "Subject" (Re:) field.

(2) It is forbidden to modify the file in PDF format containing the project proposal and it may only be submitted in the form in which it was created by the application and in accordance with the procedure described in Article 3.1. para. (5) of this tender document.

(3) Solemn declaration forms according to Acts No. 130/2002 Coll. and No. 218/2000 Coll. are available on provider's website at the address <http://www.gacr.cz>. Solemn declaration must be filled out in accordance with given instructions and subsequently signed.

(4) Solemn declaration and other documents according to Article 2.2. para. (1) and (5) of this tender document are delivered during the tender period in written form by post or in person to the GACR filing office located at Evropská 2589/33b, 160 00, Praha 6, in an envelope marked with "Eligibility" or signed by a recognized electronic signature under a special legal regulation<sup>22</sup> to the provider's data mailbox "a8uadk4".

(5) Organizations that are not public higher education institutions, public research institutions or persons established under another generally binding regulation or published decision shall attach a business licence or other required license to their solemn declaration.

(6) According to a special legal regulation, other required license is submitted if carrying out the grant project requires it. In that case, copies of these licenses are submitted by all organizations regardless of their legal form as attachments to the project proposal. These attachments are attached in the application to the project proposal, they are not part of the PDF file generated by the application containing the project proposal and are not delivered via data mailbox.

(7) The project proposal and solemn declaration pursuant to Article 2.2. para. (1) and (5) of this tender document may be submitted by the prescribed procedure at the earliest on the first day of the tender period and at the latest on the last day of the tender period, which is defined under Article 2.3. para (1) of this tender document. The deciding factor for assessing the deadline for a project proposal is the date of delivery into the provider's data mailbox; for assessing the deadline for declarations on honour the deciding factor is the date of submission to Czech Post or of delivery to the provider (the latter only in the case of personal delivery or use of another delivery).

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<sup>22</sup> Act No. 297/2016 Coll., on trust services for electronic transactions, as amended.

## **7. Attachments**

Attachment 1 – Division of scientific fields into evaluation panels

Attachment 2 – Template of solemn declaration for proving eligibility

Attachment 3a – Structure of groups and sub-groups of research field for IS R&D – CRP

Attachment 3b – Structure of OECD research fields by two-digit classification

Attachment 4 – Conditions for grant projects

Attachment 5 – Template of Contract on support provision

Attachment 6 – Call for public tender

Attachment 7 – Definition of types of outcomes

Attachment 8 – Request for change of beneficiary form



## Attachment 1 – Division of scientific fields into evaluation panels

### 1. Technical Sciences

P101 Mechanical Engineering  
P102 Electrical Engineering and Electronic Engineering  
P103 Cybernetics, Artificial Intelligence and Information Processing  
P104 Construction Materials, Architecture and Building Science  
P105 Structural Mechanics and Construction, Fluid Mechanics and Geotechnics  
P106 Technical Chemistry  
P107 Metallic Materials – Preparation and Properties  
P108 Materials Sciences and Engineering

### 2. Physical Sciences

P201 Mathematics  
P202 Computer Science  
P203 Nuclear and Particle Physics, Astronomy and Astrophysics  
P204 Condensed Matter and Material Physics, Plasma Physics and Low Temperature Physics  
P205 Biophysics, Macromolecular Physics and Optics  
P206 Analytical Chemistry – Chemical and Structural Analysis of Atomic, Molecular and (Bio)Molecular Systems  
P207 Chemical and Biochemical Transformations  
P208 Chemical Physics and Physical Chemistry  
P209 Atmospheric studies, Hydrology, Physical Geography and Geophysics  
P210 Geochemistry, Geology and Mineralogy, Hydrogeology

### 3. Medical and Biological Sciences

P301 Molecular and Structural Biology, Genetics, Genomics and Bioinformatics  
P302 Microbiology, Parasitology, Immunology and Biotechnology  
P303 Cell, Developmental and Evolutionary Biology  
P304 Tumour Biology, Experimental Oncology, Morphology disciplines and Pathology

P305 Medical physiological disciplines and Neurosciences, Diagnostics and Therapy, Translational research

P306 Pharmacology, Toxicology, Medical Biochemistry, Medical Biophysics

### 4. Social Sciences and Humanities

P401 Philosophy, Theology, Religious Studies  
P402 Economic Sciences, Macroeconomics, Microeconomics, Econometrics except Financial Econometrics, Quantitative Methods in Economics except Operational Research  
P403 Business and Management Science, Financial Econometrics and Operational Research  
P404 Sociology, Demography, Social Geography and Media Studies  
P405 Archaeology and Pre-Modern History until 1780)  
P406 Linguistics and Literature  
P407 Psychology, Pedagogy  
P408 Juridical Science and Political Science  
P409 Art Sciences  
P410 Modern History (since 1780) and Ethnology

### 5. Agricultural and Biological-environmental Sciences

P501 Plant Physiology and Genetics, Plant Medicine  
P502 Animal Physiology and Genetics, Veterinary Medicine  
P503 Food technology, Ecotoxicology and Environmental Chemistry  
P504 Landscape Management, Forestry and Soil Biology, Ecosystem Ecology  
P505 Animal and Plant Ecology  
P506 Botany and Zoology

## Attachment 2 - Template of solemn declaration for proving eligibility

### Solemn declaration – natural persons

#### Organization:

Organization's name and surname<sup>1)</sup>: .....

Organization's place of residence<sup>1)</sup>: .....

Organization's place of business<sup>1),2)</sup>: .....

Organization's registration number<sup>1),2)</sup> .....

(hereinafter referred to as "the organization")

Hereby, according to the provisions § 18 para. 2 c) to i) of the Act No. 130/2002 Coll., on the support of research and development from public funds and on the amendment to some related acts (the Act on the Support of Research and Development), as amended,

#### declares honestly that:

- is not in liquidation and its bankruptcy or imminent bankruptcy is not settled in insolvency proceedings,
- has settled payable liabilities in relation to the state budget or the budget of the territorial self-governing unit and other payable liabilities in relation to the state, state fund, health insurance company or the Czech Social Security Administration,
- has not been subject of legally effective conviction of criminal offence, the facts of which case relate to the subject of business of the organization, or economic offence or crime against property, or is legally viewed as such,
- has not been subject to disciplinary action in the last three years under special legal regulations governing the performance of professional activity, if this activity is related to the subject of the public tender in research experimental development and innovation,
- is not in labour relationship or any other similar relationship with legal entity authorized by the organization of the public tender in research, experimental development and innovation pursuant to § 23 para. 2 of Act No. 130/2002 Coll.,
- is a natural person, who is not an organization in difficulty under a directly applicable European Union regulation,
- no direct recovery order has been issued against it following European Commission decision under the directly applicable European Union regulation.

In.....date.....<sup>1)</sup>

.....

Organization signature

<sup>1</sup> The data is to be filled in on a computer, typewriter or in block capitals.

<sup>2</sup> To be filled in if the organization is an entrepreneur within the meaning of Act No. 455/1991 Coll., on trade licensing (Trade Licensing Act) as amended.

## Solemn declaration – legal entities

### I. Organization:

Business name or organization name <sup>1)</sup>: .....

Registered office of the organization <sup>1)</sup>: .....

Registration number of the organization <sup>1)</sup>:  
.....  
.....

Registered in a public register, kept as subject of charge of <sup>1), 2)</sup> .....

Under section....., number .....

Is represented by all persons who form the statutory body of the organization or who are a member of the statutory body of the organization (referred to in point III. of this Declaration) (hereinafter referred to as “the organization”).

**Type of body of the organization (in terms of CRP)** .....

**Type of body of the organization (in terms of CEDR)** .....

**Type of body of the organization (in terms of EC)** .....

### II. Organization’s Solemn declaration

Hereby, according to the provisions § 18 para. 2 c) to f), h) and i) of the Act No. 130/2002 Coll., on the support of research and development from public funds and on the amendment to some related acts (the Act on the Support of Research and Development), as amended,

#### **declares honestly that:**

- is not in liquidation and its bankruptcy or imminent bankruptcy is not settled in insolvency proceedings,
- has settled payable liabilities in relation to the state budget or the budget of the territorial self-governing unit and other payable liabilities in relation to the state, state fund, health insurance company or the Czech Social Security Administration,
- has not been subject of legally effective conviction of criminal offence, the facts of which case relate to the subject of business of the organization, or economic offence or crime against property, or is legally viewed as such,
- has not been subject to disciplinary action in the last three years under special legal regulations governing the performance of professional activity, if this activity is related to the subject of the public tender in research experimental development and innovation,
- is a legal entity that is not an organization in difficulty under a directly applicable European Union regulation,
- no direct recovery order has been issued against it following European Commission decision under the directly applicable European Union regulation.

**III. Persons, who form the statutory body of the organization (or they are a member of the statutory body of the organization):**

Name and surname, function <sup>1)</sup> :	place of residence <sup>1)</sup> :
.....	.....
.....	.....
.....	.....

*(In case of lack of space, please provide the corresponding information on other persons on a separate sheet clearly marked as an annex to this Solemn declaration.)*

**IV. Solemn declaration of the persons, who form the statutory body of the organization or they are a member of the statutory body of the organization:**

The persons referred to in point III. above of this Solemn declaration hereby, pursuant to the provisions of § 18 para. b) of Act No. 130/2002 Coll.

**declare honestly that:**

- none of these persons has been subject of legally effective conviction of criminal offence, the facts of which case relate to the subject of business of the organization, or economic offence or crime against property, or is legally viewed as such,
- none of these persons has been subject to disciplinary action in the last three years under special legal regulations governing the performance of professional activity, if this activity is related to the subject of the public tender in research experimental development and innovation.

In.....date.....<sup>1)</sup>

.....  
Signature of **all** persons forming the statutory body of the organization  
or **all** members of the statutory body of the organization

<sup>1</sup> The data is to be filled in on a computer, typewriter or in block capitals.

<sup>2</sup> To be filled if the organization is listed in the public register.

**Solemn declaration of the organization as a legal entity on the grant project proposal as an application for a subsidy according to the budgetary rules**

The organization shall fill in the following data on a computer, typewriter or in block capitals.

**I. Organization:**

Business name or organization name: .....

Registered office of the organization: .....

Registration number of the organization: .....

Registered in a business register or in a public register kept as subject of charge of <sup>1)</sup>

.....

Under section....., number .....

(hereinafter referred to as “the organization”).

**II. Organization’s Solemn declaration**

The organization hereby honestly declares that the following data (stated in points III. to V. of this Declaration) stipulated in § 14 para. e) of Act No. 218/2000 Coll., on budgetary rules and on amendments to certain related acts (budgetary rules), are true and complete.

**III. Identification of all persons acting on behalf of the organization stating whether they act as its statutory body or they act on the basis of the power of attorney granted (§ 14 para. (3) letter (e) point 1 of Act No. 218/2000 Coll.) <sup>2) 3)</sup>:**

Title, name and surname: .....

Place of residence: .....

Acting: a) as its statutory body b) on the basis of the power of attorney granted <sup>4)</sup>

**IV. Identification of persons with a share in a legal entity that is the organisation (§ 14 para. (3) letter (e) point 2 of Act No. 218/2000 Coll.) <sup>3) 5)</sup>:**

Title, name and surname: .....

Place of residence: .....

Amount of the share in the legal entity: .....

**V. Identification of persons in which the legal entity that is the organisation has a share and the amount of this share (§ 14 para. (3) letter (e) point 3 of Act No. 218/2000 Coll.) <sup>3) 6)</sup>**

Name of the legal entity: .....

Place of residence: .....

Registration number: .....

Amount of the share in the legal entity: .....

In.....date.....

.....  
Signature of **all** persons forming the statutory body of the organization  
or **all** members of the statutory body of the organization

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<sup>1</sup> To be filled in if the organization is registered in the business register or another public register.

<sup>2</sup> To be filled in by all persons.

<sup>3</sup> If necessary, copy points III. to V. or in case of lack of space, provide the corresponding information from point III. to V. on a special sheet clearly marked as an annex to this Solemn declaration.

<sup>4</sup> Cross out or delete the inappropriate.

<sup>5</sup> To be filled in by all persons except those who are organizational unit of the state, organization co-financed by the state budget, public research institution, public or state university.

<sup>6</sup> To be filled in by all persons except those who are organizational unit of the state and organization co-financed by the state budget.

## Attachment 3a – Structure of groups and sub-groups of research field for IS R&D – CRP

### **SOCIAL SCIENCES**

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

### **PHYSICS AND MATHEMATICS**

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

### **CHEMISTRY**

CA Inorganic Chemistry

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

### **EARTH SCIENCES**

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

### **BIO-SCIENCES**

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

**MEDICAL SCIENCES**

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

**AGRICULTURE**

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

**COMPUTER SCIENCE**

IN Computer science

**INDUSTRY**

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

**MILITARY**

KA Military



## Attachment 3b – Structure of OECD research fields by two-digit classification<sup>23</sup>

### **Natural Sciences**

- 1.1. Mathematics
- 1.2. Computer and information sciences
- 1.3. Physical sciences
- 1.4. Chemical sciences
- 1.5. Earth and related environmental sciences
- 1.6. Biological sciences
- 1.7. Other natural sciences

### **Engineering and Technology**

- 2.1. Civil engineering
- 2.2. Electrical engineering, electronic engineering, information engineering
- 2.3. Mechanical engineering
- 2.4. Chemical engineering
- 2.5. Materials engineering
- 2.6. Medical engineering
- 2.7. Environmental engineering
- 2.8. Environmental biotechnology
- 2.9. Industrial biotechnology
- 2.10. Nanotechnology
- 2.11. Other engineering and technologies

### **Medical and Health Sciences**

- 3.1. Basic medicine
- 3.2. Clinical medicine
- 3.3. Health sciences
- 3.4. Medical biotechnology
- 3.5. Other medical sciences

### **Agricultural and Veterinary Sciences**

- 4.1. Agriculture, Forestry and Fisheries
- 4.2. Animal and Dairy science
- 4.3. Veterinary science
- 4.4. Agricultural biotechnology
- 4.5. Other agricultural sciences

### **Social Sciences**

- 5.1. Psychology and Cognitive sciences
- 5.2. Economics and Business

5.3. Education

5.4. Sociology

5.5. Law

5.6. Political science

5.7. Social and economic geography

5.8. Media and communications

5.9. Other social sciences

### **Humanities and the Arts**

6.1. History and Archaeology

6.2. Languages and Literature

6.3. Philosophy, Ethics and Religion

6.4. Arts (arts, history of arts, performing arts, music)

6.5. Other Humanities and the Art

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<sup>23</sup> For detailed classification of disciplines see [https://www.rvvi.cz/dokumenty/Ciselnik\\_oboru\\_Frascati\\_v20171207web.pdf](https://www.rvvi.cz/dokumenty/Ciselnik_oboru_Frascati_v20171207web.pdf)

## **Attachment 4 - Conditions for grant projects**

### **1. Procedure for concluding a contract or issuing a decision on the targeted support provision**

(1) The period and method of concluding the contract or issuing a decision on the targeted support provision are stipulated in § 25 of Act No. 130/2002 Coll. The provider shall notify each organization in writing of the decision of the provider's Presidium on the admission of the project proposal for carrying out the grant project. If the applicant or co-applicant of the international project proposal in the given year submitted also either an EXPRO project proposal or JUNIOR STAR project proposal, the conclusion of the grant contract is subject to a written commitment of the organization to renounce one of them. The provider shall send the beneficiary a draft contract or a decision for the beneficiary who is an organization unit of the state or territorial self-governing unit; the contract or decision stipulates binding conditions for providing targeted support and stipulates the obligations of both the beneficiary and the investigator.

(2) Failure to comply with the time period set by the provider for the conclusion of the contract or for the issuance of the decision on the targeted support provision caused by the beneficiary authorizes the provider within the meaning of § 25 para. (2) of Act No. 130/2002 Coll. to conclude the contract on the targeted support provision with another organization in the order of results of the public tender or to issue a decision on the targeted support provision in favour of such organization.

#### **1.1. Procedure for concluding a contract on the targeted support provision**

(1) Provider shall deliver the draft contract on the targeted support provision to the organization, which is not an organizational unit of the state. The organization is entitled to either accept or reject such delivered draft as a whole. The organization is not entitled to make any changes or addition to the contract.

(2) The organization shall accept the draft contract on support provision in such a way that it delivers the signed contract without undue delay.

(3) If the organization rejects the contract on support provision in an above-mentioned way, it shall be understood as a rejection of concluding the contract.

(4) The contract becomes valid at the time of conclusion, i.e. the moment when the acceptance of the draft contract becomes effective in accordance with general law regulations. The contract becomes effective on the day of its publication in the Register of Contracts pursuant to a special act. Costs incurred from the date of commencement of carrying out the project under the contract on the targeted support provision until the entry into force of this contract under a special act shall be considered eligible and recognized project costs provided that all other required conditions are met. Postponing the signature of the contract on the support by the provider due to failure to prove eligibility before signing the contract shall not be a reason for postponing the end of the project investigation.

(5) If one or more additional participants are involved in the grant project, the beneficiary is obliged, without undue delay from the entry into force of the contract on support provision, to conclude with each such additional participant a contract for the part of the grant project, which complies with the terms of the contract on the support provision. This contract shall be concluded for the entire period when the additional participant takes part in the project investigation.

## **1.2. The procedure for issuing the decision on the targeted support provision**

(1) For the benefit of an organization which is an organizational unit of the state, the provider shall issue a decision on the targeted support provision including particulars appropriate to the particulars of the contract on the support provision. In such a case, the provider shall provide support based on the decision on support provision in the manner stipulated by the Act on Budgetary Rules.

(2) The decision shall become enforceable from the moment when its counterpart is delivered to the beneficiary. The enforceability condition is that the beneficiary has proved its eligibility for carrying out the project according to the tender document. In case of using a data mailbox, the decision is enforceable at the moment of delivery to the data mailbox.

(3) If one or more additional participants join in carrying out the grant project, the provision of Article 1.1. para. (5) of this attachment shall apply accordingly.

(4) If the beneficiary and additional participant are organizational units of the state under the authority of one administrator of budget chapter, monetary payments are not provided and the provider defines their mutual relations in the decision on the support provision. If additional participants are an organizational unit of the state, the provisions of Article 1.1. para. (5) of this attachment apply accordingly.

## **2. Conditions, time period and methods of providing targeted support**

(1) If the drawing of the budget is not regulated as a result of a provisional budget pursuant to the Act on Budgetary Rules, the provider shall provide targeted support for newly launched grant projects after the contract becomes effective, or from the day the decision is issued. If additional participants shall join in carrying out the grant project, the provision of the targeted support in the first year of carrying out the project can be started only after their mutual contract is concluded and presented to the provider, according to Article 1.1. para. (5) of this attachment, which has been duly and in due time published pursuant to Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publication of these contracts and the register of contracts (Act on the Register of Contracts), as amended.

(2) In the second and the following years of carrying out the grant projects, if the drawing of the budget is not regulated as a result of a provisional budget pursuant to the Act on Budgetary Rules, the provision of targeted support shall be launched, if the conditions stipulated in the contract or the decision are met. For ongoing grant projects, the following conditions must be met:

- a) pursuant to § 10 of Act No. 130/2002 Coll. the condition for inclusion of data in the research, experimental development and innovation information system must be met;
- b) if it is necessary to conclude or issue an addendum to the contract or a modified decision on the provision of targeted support for a given year, it shall become effective or enforceable within given period.

(3) According to § 10 of Act No. 130/2002 Coll., the provider shall provide targeted support only to the beneficiary by direct transfer to its bank account created in accordance with the Act on Budgetary Rules and specified in the contract. If an additional participant, which is not an organizational unit of the state or territorial self-governing unit, joins carrying out the project, the provider shall transfer the targeted support to the beneficiary including its part intended for the additional participant based on their mutual contract according to Article 1.1. para. (5) of this attachment.

(4) If additional participant joins carrying out the grant projects and its share in the grant project is clearly specified in the project proposal, the provision of part of the targeted support to the additional participant is not subject to the Public Procurement Act<sup>24</sup>.

(5) If the beneficiary or additional participant is an organizational unit of the state, 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 will be transferred through the budget chapter of the respective founder.

### **3. Conditions for dealing with the targeted support**

(1) The targeted support shall be managed by the beneficiary in accordance with the contract or with the decision; eventually with their additions. Targeted support provided in accordance with the contract or the decision for the respective calendar year must be settled in the respective calendar year. Any adjustments to the use of the targeted support for a given year may only be made in accordance with Article 5 of this attachment. Acting in violation of Article 5 of this attachment is in breach of budgetary discipline and is a reason for terminating the contract without notice or issuing a decision to terminate the support and other penalties under the financial regulation.

(2) When drawing on targeted support, it is necessary to abide by the basic structure of funds specified in the contract or in the decision. If the approved budget of the grant project differs in composition or amount from the amounts requested in the project proposal (or specified in the relevant interim report), the provider shall send an approved revised schedule along with the contract (or amendment to the contract or new decision), which then becomes binding for the beneficiary. Unless stated otherwise in this tender document, drawing of support and its composition is in accordance with Decree No. 367/2015 Coll., on principles and deadlines for financial settlement of relations with the state budget, state financial assets and the National Fund (Decree on financial settlement), which stipulates the principles and deadlines for financial settlement of relations with the state budget, state financial assets and the National Fund, binding to two decimal places (0.01 CZK) regardless of 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 that are carried out by another participant. The beneficiary is obliged to continuously monitor both drawing of the targeted support and the progress of the grant project. It is responsible for the targeted support being used according to the investigator's dispositions; however, if it finds that these instructions are in violation of generally binding regulations or that the funds are used ineffectively, inefficiently and uneconomically, it shall suspend the execution of the disposition and inform the provider.

(4) The beneficiary and the other participant shall keep in accordance with the provision of § 8 para. (1) of Act No. 130/2002 Coll., separate evidence of the incurred project costs with respect to the structure of the eligible costs so that it can provide the investigator or the provider during the reliable data on the state of drawdown on request without unnecessary delays. Pursuant to § 8 para. (1) of Act No. 563/1991 Coll., on accounting, as amended, the beneficiary and the other participant are obliged to keep accounting records correct, complete, conclusive, comprehensible, clear and in a manner guaranteeing the permanence of accounting records.

(5) All accounting documents, by which the beneficiary and another participant prove drawing of targeted support, must comply with the requirements stipulated by the Act on Accounting and must be marked with the number of a separate register of targeted support of the respective project. Separate accounting records must always indicate the grant project registration number, all revenues

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<sup>24</sup> Act No. 134/2016 Coll., on public procurement, as amended.

and expenses for this analytical account in the given year, for each item the date and reason/purpose (it must clearly show the connection with the grant project, the amount in CZK and classification of the item according to the beneficiary's accounting schedule.

(6) The beneficiary shall submit to the provider annually in interim or in final reports, a detailed overview of the use of eligible costs and provided targeted support and the amount of unused targeted support transferred to subsequent years of the project implementation, including the amount of funds transferred by the beneficiary to a dedicated fund created in accordance with the Higher Education Act or the Public Research Institutions Act, up to 5% of the amount of provided targeted support for the given grant project, except for the last year of the project implementation, when it is necessary to account for all funds allocated to the project implementation of the given grant project. Data on the drawing of funds of the beneficiary and another participant shall be provided. Potential changes during the year must be justified in regular interim reports.

(7) The beneficiary is obliged to submit to the provider the basis for financial settlement of the subsidies provided to the beneficiary every year according to the provider's instructions and upon termination of project funding in accordance with special legal regulations (the beneficiary shall state the allocated amount for the individual grant projects of the provider and the amounts drawn for non-investment costs for the entire accounting period of the previous year, the amount of unused subsidy transferred to subsequent years of implementation and information on transfer to the targeted support fund, if the beneficiary can create a targeted support fund) according to the instructions given on the provider's website. The provider processes and submits this information to the Ministry of Finance of the Czech Republic for the purpose of clearing the targeted support with the state budget.

(8) The beneficiary shall manage all the provided targeted support and shall be responsible to the provider for its management. If the beneficiary provides part of the targeted support to another participant, in accordance with the terms of the contract or the decision on provision of the targeted support and based on a special contract for the part of the grant project concluded between them, another participant shall further manage this provided part of the targeted support and is obliged to comply with all obligations stipulated in the contract. The beneficiary is also obliged to control the management of the targeted support provided to another participant.

(9) If the beneficiary or other participant in the course of a given year of the grant project finds out about facts requiring changes or transfers compared to the structure of recognized costs or provided targeted support specified in the contract or decision and its annexes, it is obliged to proceed in the manner specified in Article 5 of this attachment.

(10) If the beneficiary is entitled under special legal regulations to create a targeted support fund or if the beneficiary use the possibility of transferring unused funds to other years, it is obliged to use these funds and clear them no later than the last day of the last calendar year of carrying out the project.

(11) If the accounting in the separate analytical records kept for the given grant project ended in surplus on the last day of the year when the project was terminated, i.e. if not all the funds provided to the beneficiary or another participant of the project were exhausted, the beneficiary is obliged to inform the provider and return the unspent funds for the grant project as a whole (including all other participants) to the state budget as follows (at the same time it is necessary to inform about the payment in writing according to the instructions given on the provider's website, at <http://www.gacr.cz>):

a) the beneficiary, which is an organizational unit of the state or of a territorial self-governing unit, returns unspent targeted support to the income account of its founder;

b) other beneficiaries return unspent funds to the account specified on the GACR website, at <http://www.gacr.cz>.

(12) The provider is pursuant to the provisions of § 13 of Act No. 130/2002 Coll. obliged to check the fulfilment of the objectives of the grant project, including the control of drawing and utilization of support and the effectiveness of the eligible costs under the contract on support provision or decision on support provision, both with the beneficiary and other participants, including financial control pursuant to Act 320/2001 Coll., on financial control in public administration and on amendments to certain acts (act on financial control), as amended. The beneficiary and the other participant are obliged to enable the provider to perform checks and provide the provider with all required cooperation.

(13) If deficiencies were found during the inspection, the provider shall proceed in accordance with the legal regulations, tender document and contract on subsidy provision or the decision on subsidy provision for carrying out the project. If the targeted support from the state budget was unlawfully used, the provider proceeds in accordance with special legal regulations (especially Act No. 218/2000 Coll., Act No. 320/2001 Coll., And Act No. 280/2009 Coll., Tax Code, as amended).

(14) The beneficiary is obliged to notify the provider in writing of the profits from the results of the grant project in the course of its implementation no later than 60 calendar days from the date when the claim for such profits occurred and stating its amount and reason. In the interim or final report, the beneficiary is obliged to state the total amount of all profits from the results of the grant project achieved in the given year of carrying out the grant project and to propose their usage when carrying out the grant project. The profits from the grant project results obtained after the completion of the project are:

a) state budget revenue, if the beneficiary is an organizational unit of the state;

b) revenue of the budget of the territorial self-governing unit, if the beneficiary is an organizational unit of this territorial self-governing unit;

c) the beneficiary's revenue for all other beneficiaries.

#### **4. Principles of carrying out the grant project**

(1) The beneficiary is obliged to initiate and further carrying out of the grant project in the manner and within the time limit according to the contract or decision. When carrying out a grant project, the investigator is obliged to follow the Code of Ethics for the investigators of GACR projects.

(2) The beneficiary is obliged to support or present the results of carrying out 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 in categorization by type as defined in attachment 7 to this tender document. A publication can only be recognized as a result of a grant project if it explicitly states that the work has been carried out with the financial support of the provider and at the same time the registration number of the grant project concerned is stated. When submitting the results of the grant project, the beneficiary proceeds in accordance with the data contained in the project proposal. It is advisable to publish the results in the form of Open Access if the practice in the given field, the character of the results and the conditions of the project implementation allow it, or the publication outputs can be transferred to open digital archives in accordance with the license conditions of the publisher.

(3) All rights to the results of the grant project belong in accordance with the provisions of § 16 of Act No. 130/2002 Coll., to the beneficiary. The rights of authors and originators of the results and holders of the rights to them are regulated by special legal regulations. For the use of the results, the provisions of § 16 para. (4) of Act No. 130/2002 Coll.

(4) The beneficiary is obliged to deliver within the annually announced deadline to the provider the data on the results of the implementation of all its grant projects of the provider, which are inserted into the Research, Experimental Development and Innovation Information System (part of the Register of Information on Results) in accordance with Act No. 130/2002 Coll. and Government Regulation No. 397/2009 Coll.

(5) The beneficiary is obliged to inform the provider in writing of any changes that occurred at the time of carrying out the grant project that could have any effect on the implementation or which in any way affect its legal personality or data required to prove its eligibility, no later than in 7 calendar days from the date on which the beneficiary became aware of such fact.

(6) If, during the implementation or after the end of a grant project, it is found out that the conditions of the contract or the decision on targeted support provision have not been respected, or that the conditions have been breached pursuant to Act No. 130/2002 Coll., the provisions of § 14 of Act No. 130/2002 Coll. shall apply.

(7) The Beneficiary and the other participant are obliged to keep for a period of at least 10 years from the end of the grant project implementation all documentation related directly or indirectly to the grant project and its progress, in particular:

- a) professional documentation for the grant project;
- b) documentation relating to the management of the targeted support provided;
- c) accounting documents relating to the separate accounts of management with targeted support provided;
- d) contractual documents relating to the grant project and its implementation, including any amendments or additions thereto;
- e) results of the grant project.

(8) The provider shall keep the documents of the public tender, including the project proposals sent to the public tender, for a period of 10 years.

#### **4.1. Interim and final reports on carrying out the grant project**

(1) The beneficiary is obliged to elaborate interim or final report on carrying out the grant project. Forms are available exclusively on the website of the provider at the address <http://www.gacr.cz> in the internet on-line application created for this purpose. Interim or final report on the grant project must be filled in the application as instructed therein and converted to PDF format according to the instruction contained in the application.

(2) Only a version of interim or final report that contains all its parts with all relevant data required in the application shall be considered to be a complete and proper copy of the interim or final report.

(3) The interim or final report must be created in the application and sent via ISDS to a data mailbox called Grant Projects (Czech Science Foundation) with the identifier "ntq92qs". The interim or final report will be provided after finalization with an electronic seal, therefore it must not be modified

in any way. The electronic seal of the report ensures proof of origin for each document sent (the document originated in the application and is also recorded here), ensuring immutability of data (the investigator did not change numbers or other texts in the PDF and the document thus corresponds to relevant data in the application) and also the information that accurately identifies the version of the message is stored in the electronic seal. The version submitted shall be deemed to have been the latest in the data mailbox specified in this paragraph before the submission deadline, it is not necessarily the latest version in the application. The interim or final report where the electronic seal is removed or replaced by another will not be accepted. The delivery in ISDS must be marked as “DZ” or “ZZ” in the field “Subject”.

(4) The file referred to in para. (1) of this Article containing interim or final report shall at all times retain the title obtained during the conversion in accordance with paragraph (1) of this Article.

(5) The interim or final report shall be submitted for the grant project as a whole and shall also contain data relating to the part of the grant project addressed by the other participant.

(6) The content of the interim or final report shall include data on the utilization of eligible project costs, i.e. the targeted support provided as well as costs reimbursed from other sources, and data on unused funds transferred to subsequent years of implementation. The beneficiary shall also provide information on the financial performance of the other participant. If the beneficiary is a public research institution or a public higher education institution, it must report to the provider in an interim report how much of the targeted support and from which item it transferred to the targeted support fund.

#### **4.2. Interim report on carrying out the grant project**

(1) Interim report contains information on the existent progress made during carrying out the grant project, on the results achieved and on the management of the targeted support for the period for which the interim support is elaborated. The instructions in the application shall be followed when filling out the interim report.

(2) Interim report must be elaborated for each commenced calendar year of carrying out the project and the beneficiary is obliged to deliver it to the provider on the day published at <http://www.gacr.cz> the latest. If the beneficiary in very exceptional cases is unable to produce and submit the interim report within a specified deadline for compelling objective reasons, the beneficiary shall notify the provider in writing before the deadline stating the reason why the interim report cannot be submitted in due time. The provider is entitled to decide to extend the deadline for the submission of the interim report. In such a case, the provision of the support is subject to the conclusion of an amendment to the contract on support provision or the modified decision on support provision.

(3) After conversion, the interim report consists of the following forms: DA Part, DB Part – Breakdown, DB Justification Part – Breakdown, DB Part – Personnel Costs and DC Part.

(4) **DA Part** contains basic information on the beneficiary, the investigator and the grant project. The form shall show the total eligible costs and the targeted support provided in the given year and the targeted support requested for the following year, cumulatively for the grant project as a whole. If the scientific aim (aims of the project) can be included in any of the priority areas (or sub-areas) of the National Priorities of Oriented Research, Experimental Development and Innovation, the beneficiary shall indicate the relevant area and sub-area (according to the code list).



(5) **DB Part - Breakdown** shall be filled in separately for the beneficiary and separately for each other participant. In this part, the information on the management of the beneficiary and another participant with the targeted support provided in the given year and the specification of the requirements for the next year of carrying out the grant project shall be included. Information on the subsidy shall be divided into:

- a) personnel costs as defined in Article 3.3.1. of this tender document;
- b) investment costs as defined in Article 3.3.2. of this tender document;
- c) material costs as defined in Article 3.3.3. of this tender document;
- d) unused subsidy transferred to the following year of carrying out the project and creation of the targeted support fund as of 31 December of the current year on the basis of the Higher Education Act and the Public Research Institutions Act; the funds transferred as of 31 December of the year for which the interim report is submitted are indicated; the way in which these funds will be used in the future is given in the DB Justification Part – Breakdown form;
- e) expected costs for the next year of carrying out the grant project from other public sources that do not belong to the state budget in the structure according to the Government Regulation No. 397/2002 Coll.;
- f) expected costs for the next year of carrying out the grant project from non-public sources in the structure according to the Government Regulation No. 397/2002 Coll.;
- g) drawing on the unused subsidy from previous years of carrying out the grant project and drawing on the targeted support fund created as of 1 January of the current year on the basis of the Higher Education Act and the Public Research Institutions Act; the funds drawn and spent on the grant project in the period from 1 January to 31 December of the year for which the interim report is submitted, including a detailed description of the costs incurred in the DB Justification Part - Breakdown, are given.

(6) Total specified requirements for the subsidy the next year of carrying out the grant project stated in the interim report cannot exceed the total amount of the subsidy for the given year stated and approved in the contract or decision on the provision of the targeted support.

(7) **DB Justification Part – Breakdown** contains (including an indication and justification of all changes or transfers of the items of provided targeted support that were made in the previous calendar year of carrying out the grant project in accordance with Article 5 of this attachment) following the progress of the project:

- a) the specification and detailed justification of individual items of drawing of the targeted support provided in the given year of carrying out the grant project, including the data in the structure according to letter b);
- b) the breakdown and detailed justification of items of the specified targeted support required for the next year of carrying out the grant project, broken down by:
  - 1. personnel costs referred to in Article 3.3.1. of this tender document for individual persons spent in the previous calendar year of carrying out the grant project, including the specification of the specified subsidy on personnel costs for the next year of carrying out the grant project,

taking into account the workload of the employees involved in the grant project and the respective number of employees;

2. investment costs referred to in Article 3.3.2. para. (2) of this tender document;

3. material costs referred to in Article 3.3.3. para. (3) of this tender document;

4. travel costs referred to in Article 3.3.3. para. (3) of this tender document; incurred in the previous calendar year of carrying out the project, stating the specific date, person, destination and purpose of the travel; specific information on active participation is given for conferences and similar events; further justification and amount of specified travel costs for the next year of the grant project, including the specific destination and purpose of the travel (e.g. at which conferences the investigator, co-investigators or collaborators plan to participate actively in direct connection with the grant project; if support of international cooperation is required additionally during carrying out the grant project, the budget for travel costs and the reimbursement of the costs of stay connected to the participation of the foreign worker shall be modified and the budget modification shall be justified, while preserving the original amount of total costs for the given year);

5. material costs referred to in Article 3.3.3. para. (4) and (5) of this tender document; with special regard to the description and justification of publishing and editorial costs;

c) the specification of unspent funds and the targeted support fund (if established based on the Higher Education Act and the Public Research Institutions Act):

1. which part of the funds was transferred to the next years of carrying out the project and which part was transferred to the targeted support fund, in which structure (i.e. according to Articles 3.3.1. to 3.3.3. of this tender document) and how is it going to be spent in the following year;

2. detailed breakdown of drawing of the unspent funds from previous year of carrying out the project and drawing of the targeted support fund created in the previous years of carrying out the grant project.

(8) The following annexes shall be added to the DB Part – Breakdown as an integral part thereof:

a) copy of the extract from separate accounts of the provided targeted support for the given grant project kept by the beneficiary (or other participant); the extract must include:

1. identification of the separate accounts and registration number of the grant project;

2. all revenues and costs realized in the given year of carrying out the grant project;

3. date, amount in CZK, purpose of expenditure and classification according to the accounting schedule of the beneficiary (other participant) for each item;

4. the final state (profit or loss) generated by the management of the provided targeted support and potential revenues from the grant project as of 31 December of the given calendar year of carrying out the grant project;

b) copies of all contracts, based on which more than 500,000 CZK in total have been paid to a third party in the existing course of carrying out the grant project, and copies of accounting documents proving performance of these contracts.

(9) The provider is entitled to request copies of any documents connected to the respective grant project anytime.

(10) **DB Part – Personnel Costs** shall be filled in separately for the beneficiary and for each other participant. Drawing of the funds in the year for which the interim report is submitted, as well as the specified financial requirements for the following year of carrying out the grant project shall be presented in the following classification:

- a) personnel costs referred to in Article 3.3.1. para. (5) letter a) of this tender document namely for investigator, co-investigator and professional co-workers (for specified financial requirements see Article 2.1. para. (9) of this tender document); for other professional co-workers, the identification of the person as a student or postdoc shall be stated;
- b) work capacity (average annual working hours) of individual workers for which personnel costs were used according to letter a) of this Article;
- c) wages or salaries according to Article 3.3.1. para. (5) letter a) of this tender document in aggregate for other collaborators;
- d) total work capacity (average annual working time) of all other collaborators;
- e) breakdown of the subsidy to cover the obligations under the non-employment contracts according to Article 3.3.1. para. (5) letter b) of this tender document; for other professional co-workers, the identification of the person as a student or postdoc shall be stated;

(11) **DC Part** contains an analysis of the current grant project implementation for the past year and a implementation program for the following year. This part shall be submitted in English only. The interim report, which is submitted after the first year of carrying out the grant project, will contain an overview of the results of the grant project. This interim report will only contain a detailed analysis and description of the project's progress to date and an assessment of the scientific development of the project if there is a significant deviation from the original project plan.

Interim report, which is submitted after the second year of carrying out the project (in case of three-year projects) will contain the following information on the first two years of carrying out the project:

- a) progress of work during carrying out the grant project at the workplace of the investigator and co-investigators, achieved partial results including the involvement of students and postdocs;
- b) use of technical equipment and instrumentation obtained from the provided targeted support;
- c) brief information on the progress and results of foreign missions;
- d) work plan for the following year;
- e) overview of the existing results of the grant project in classification according to types defined in Attachment 7 of this tender document<sup>25</sup>, unless they have been delivered as results in the previous interim reports;

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<sup>25</sup> Number of results in individual types, e.g. number of articles in impacted journal (Jimp, Jsc), number of articles in another peer-reviewed journal (Jost), number of scholarly books (B), number of chapter in scholarly book (C), number of articles in proceedings (D) etc.

- f) coordination of mutual cooperation with external investigator;
- g) added value of the cooperation with external investigator;
- h) mutual use of the equipment of the cooperating workplaces;
- i) the use of complementary approaches and methodologies.

(12) Together with interim report, all outcomes according to Article 4 para. (2) of this attachment that are results of the last year of the grant project must be provided in the application in electronic form.

#### 4.3 Final report on carrying out the grant project

(1) Final report contains information on outcomes of the grant project for the entire period of carrying it out and on the results of the management of the targeted support for the last year of the grant project. The final report shall be completed one year after the completion of the project, **except for the parts ZB – Sums, ZB – Breakdown, ZB Justification – Breakdown and ZB Part – Personnel Costs**; these parts of the final report shall be submitted in the year following the termination of carrying out the project, as of the date stated on the provider's website at <http://www.gacr.cz>. Submission of this report may be postponed for six months at the request of the beneficiary.

(2) The beneficiary is obliged to deliver the final report to the provider no later than the date stated on the website <http://www.gacr.cz>.

(3) The beneficiary is entitled to request the postponement of assessment of the final report by filling in the form Part ZO, which is to be submitted in the period according to para. (2) of this Article together with those parts of the final report, that are possible to process and deliver. If this request is granted, the beneficiary is obliged to deliver the remaining parts of the final report, which will contain especially all data in the forms ZC Part and Final Project Card with all annexes to the final report, by 31 July. A repeated requested under the first sentence is inadmissible.

(4) If the contract on the support provision has been cancelled by withdrawal from the contract, by given notice or if it has become ineffective for any other reason, or if the decision on support provision has been cancelled, the beneficiary shall elaborate a final report and deliver it by the deadline specified by the provider. Other obligations of the beneficiary are not affected. The beneficiary may request an postponement of the period of the assessment of the final report under para. (3) of this Article. A repeated request under the previous sentence is inadmissible.

(5) After conversion, the final report consists of the following forms: ZA Part, ZB Part – Sums, ZB Part – Breakdown, ZB Justification – Breakdown, Part ZB – Personnel Costs and also Part ZC and Final Project Card.

(6) **ZA Part** contains basic data on the beneficiary, investigator and grant project. If the scientific aim (aims of the project) can be included in any of the priority areas (or sub-areas) of the National Priorities of Oriented Research, Experimental Development and Innovation, the beneficiary shall indicate the relevant area and sub-area (according to the code list).

(7) In the **Part ZB – Sums** form, the first and second parts, the information on the total eligible costs and the amount of the provided targeted support drawn for carrying out the respective grant projects in the structure pursuant to § 2 of Government Regulation No. 397/2009 Coll. shall be stated. The third part shows the costs of the grant projects spent the last year of carrying it out.

(8) Forms **ZB Part - Breakdown, ZB Justification - Breakdown, ZB Part - Personnel Costs** shall be filled in analogously to the corresponding parts of the interim report under Article 4.2. of this attachment. Data for the next year of the grant project implementation are no longer provided.

(9) **ZO Part** - to be filled in by the beneficiary in case of request for postponement of assessment of the final report.

(10) **ZC Part** provides an analysis of carrying out the grant project and an overall summary including the results achieved. To be submitted in English only. The final report shall always give a complete list of all results of the grant project. As a result of carrying out the grant project, only results meeting the requirements of Article 4 para. (2) of this attachment may be mentioned.

(11) **The Final Project Card Part** summarizes the basic information about the grant project and its results as the results of the entire grant project; no more than three publications resulting from the grant project shall be stated and that are considered by the beneficiary and the investigator to be essential for summarizing the results of the grant project.

(12) All the outputs referred to in Article 4 para. (2) of this attachment that are the result of the entire grant project period must be submitted electronically at the same time as the final report, unless they have been delivered as results in the interim reports.

#### **4.4. Evaluation of the implementation of the grant project**

(1) Evaluation of the course of the national part of the grant project at the GACR level is carried out annually and based on the assessment by the evaluation panels by discipline committee, within whose scope of authority the grant project falls, based on the submitted interim reports and the results of the provider's control activities. When deciding on the project continuation, The GACR's discipline committee shall take into account the evaluation of the foreign part of the project, if this evaluation is available.

(2) The provider evaluates the procedure of carrying out the grant project according to the following main criteria:

- a) the progress of the achievement of the aims compared to the plan set out in the project proposal and the assumptions for time and material fulfilment of tasks;
- b) providing implementations in professional and personnel terms, involving students and postdocs;
- c) use of material technical equipment and instrumentation obtained from the provided targeted support;
- d) achievement of the aims and outcomes of the implementation compared to the plan set out in the project proposal, assumptions of the overall time and material fulfilment of the task;
- e) coordination of mutual cooperation with external investigator;
- f) added value of the cooperation with external investigator;
- g) mutual use of the equipment of the cooperating workplaces;
- h) the use of complementary approaches and methodologies;
- i) evaluation of the current management of the provided targeted support, or the proposed budget for the next period (the drawing of allocated funds, the effectiveness of their spending

and compliance with their composition, proper justification of eventual transfers or changes is checked);

j) an assessment of the results in classification by types defined in Attachment 7 of this tender document.

(3) If the prerequisites for the continuation of the grant project are fulfilled and the provider decides to continue the support of the grant project and if the conditions under Article 2 of this attachment are fulfilled, the beneficiary shall receive targeted support for the next year of the project.

(4) If the prerequisites for the continuation of the grant project are not fulfilled, the provider is entitled to terminate the contract on support provision without notice or to cancel the decision support provision according to the provisions stated in the contract or decision and to stop the project. If the project is stopped (i.e. the project is terminated prematurely by the provider based on the evaluation of the interim report and the termination of the contract by the provider), the project is evaluated as “failed” and it is not possible to request its re-evaluation.

#### **4.5. Evaluation of the terminated grant project**

(1) The evaluation of the national part of the completed grant project at the GACR level shall be carried out adequately in accordance with the provisions of para. (2) of Article 4.4. of this attachment on the basis of assessment by the evaluation panel by the discipline committee, within whose scope of activities the grant project falls, based on the final report and the results of the control activity on the management of the targeted support provided. In the overall evaluation of the completed grant project, the discipline committee and the evaluation panel also take into account the observance of the conditions of management with the provided targeted support. In the final evaluation of the national part of the project, GACR takes into account information from an external provider on the outcome of the final evaluation of the implementation of the foreign part of the project, if available.

(2) Each grant project is evaluated separately. The project is rated as “failed” independently of the expert evaluation in all cases when:

a) all parts of final reports have not been delivered;

b) the provider has withdrawn from the contract on support provision, has terminated the contract on support provision or terminated the decision on support provision in accordance with Article 4.4. para. (4) of this attachment; in such a case, the beneficiary shall not be entitled to submit request for change of evaluation pursuant to paragraph (5) of this article;

c) the conditions for submitting the results to the Information System for Research, Development and Innovation (IS R&D), Register of Information on Results (RIV) section, were not met.

(3) If, on the basis of the evaluation of the discipline committee, aims of the project are not met as a result of a substantial fault on the part of the beneficiary or the investigator, this will be considered a breach of budgetary discipline. In this case, the levy for breach of budgetary discipline will be 5% of the total amount of the subsidy.

(3) The provider in the final evaluation of grant projects after their termination of their implementation in accordance with the provisions of § 13 para. (4) of Act No. 130/2002 Coll. evaluates the achievement of the aims set out in the contract or the decision on the provision of the targeted support, the achieved results of the project, their relation to the project aims and provides data

pursuant to Government Regulation No. 397/2009 Coll. in the Information System for Research, Experimental Development and Innovation.

(5) The beneficiary is entitled to submit a request for change of the evaluation no later than 30 October of the second year after the termination of the project, later requests will not be considered.

## **5. Changes in the implementation of the grant project**

(1) The beneficiary is not entitled to deviate from the situation resulting from the concluded contract or issued decision on the provision of the targeted support, including the approved project proposal that is part of the contract or decision. Any changes to the contract or decision shall be supported by a valid and effective amendment to the contract or new decision.

(2) In the course of the grant project, change from the originally approved project proposal can occur only in the following cases:

- a) change in the eligible costs or change in the amount of provided targeted support;
- b) change of another participant, investigator or co-investigator of the grant project;
- c) change of beneficiary.

(3) Change of aim and subject of the grant project is not possible.

(4) Increase in the eligible costs up to 10% of the amount of eligible costs specified in the contract or decision for the year concerned, while maintaining the amount of support provided and the related reduction in the support intensity, transfers within the items of basic structure of the allocated grant funds to the beneficiary or to another participant under Article 3 of this attachment and changes in the team of professional co-workers including a change in the total team work capacity (workload) of up to 20% in the accepted total team work capacity (workload) in the contract and simultaneously maintaining the professional quality of the team, excluding the change of the investigator or co-investigator or another participant, that is regulated by Article 5.2. of this attachment, or change of the beneficiary, which is regulated by Article 5.3. of this attachment, are possible without a request and do not require an amendment to the contract or a new decision on support provision. Eligible personnel costs according to Article 3.3.1. para. (2) of this tender document are the costs of the relevant part of the wages of those employees who according to the employment contract, participate in the project, in the amount corresponding to the work capacity for the project. The subsidy drawn in the course of the project can reach up to the gross wage of the employee (aliquot according to the employee's workload), but not more than an average of 65,000 CZK per calendar month (aliquot according to the employee's workload). However, in the following report (interim or final), the beneficiary must justify these changes in the part DB Justification - Breakdown, or ZB Justification – Breakdown. The changes or transfers must be proven to be effective, economical, efficient and supported by approved activities and must prove that they fulfil the conditions of support specified in Act No. 130/2002 Coll. and in the tender document. If the beneficiary does not properly prove the justification of the changes or transfers referred to in the previous sentence, the provider has the right not to approve them and to apply sanctions according to the contract or decision on the support provision.

(5) In accordance with the procedure referred to in paragraph (4) of this article, no transfer or request for transfer to the additional (overhead) costs item referred to in Article 3.3.3. para. (6) of this tender documentation may be carried out.

6) Transfers between basic structure items of the allocated grant funds to the beneficiary, or to another participant pursuant to Article 3 of this attachment, up to 40,000 CZK are possible without a request and do not require an amendment to the contract or a new decision on the support provision.

(7) In the case of transfer of unused funds to next years of implementation or in the event that the beneficiary, or another participant is entitled to create a targeted support fund, the provisions of paragraphs (4) and (6) of this Article shall apply accordingly.

### **5.1. Procedure of change of the grant project**

(1) In the event of a substantial change of circumstances concerning the grant project, that the provider could not have foreseen or that the provider have not caused, the provider shall propose to the beneficiary a change in the amount of eligible costs, in the amount of targeted support provided or a change of the contract on the support provision or the decision on the support provision in writing no later than 7 calendar days from the day on which it has become aware of such fact. The beneficiary shall express its opinion in writing within 60 calendar days since the receipt of the proposal.

(2) In the event of a substantial change of circumstances concerning the grant project, that the beneficiary could not have foreseen or that the provider have not caused, the beneficiary shall request the provider to change the structure or the amount of eligible costs, the amount of targeted support or to change the contract on the support provision or the decision on the support provision in writing no later than 7 calendar days from the day on which it has become aware of such fact, but no later than 60 calendar days before the end of the calendar year. However, the provider is not obliged to accept or agree to the terms of the change in the structure or amount of eligible costs or the amount of targeted support.

(3) If the provider agrees with the beneficiary's request submitted pursuant to para. (2) of this article, the provider shall conclude an amendment to the contract on the provision of the targeted support with the beneficiary or decide to change the decision on the provision of the targeted support within 60 calendar days from the receipt of the request. If the provider rejects the beneficiary's request submitted under para. (2) of this article, he shall notify the beneficiary within 30 calendar days of the date of the examination of the request in writing; no decision on the request is issued.

(4) The request for changes in the grant project must contain the following:

- a) identification data of the beneficiary, the investigator (and, if applicable, the other participant and the co-investigator in case of a change relating to another participant) and the relevant grant project, including the registration number;
- b) specification of the requested change;
- c) detailed description of cause and justification of the requested change;
- d) indication of when the cause of the requested change occurred;
- e) signatures of the beneficiary, or persons authorized to act on behalf of the beneficiary (or another participant, if applicable).



## **5.2. Procedure of change of another participant, investigator or co-investigator**

(1) If the investigator cannot, for serious reasons, continue to carry out the grant project at the beneficiary's workplace specified in the contract on the provision of targeted support or in the on the provision of targeted support, the beneficiary shall ask the provider in accordance with the procedure similar to Article 5.1. of this attachment for a change within carrying out the grant project based in the appointment of a new person of the investigator; the professional qualification of the new investigator must be documented by CV as when submitting the project proposal. The beneficiary usually submits a written statement of the original project investigator together with the request.

(2) If the provider accepts with the beneficiary's request pursuant to para. (1) of this Article, the procedure in Article 5.1. para. (3) of this attachment shall apply, provided that if the beneficiary rejects the draft amendment to the contract on the support provision, the provider is entitled to terminate the contract on the support provision without notice. The same procedure shall apply in the case of issuing a new decision on the support provision.

(3) When requesting a change of investigator due to leaving for maternity (parental) leave, the request referred to in para. (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 the expected duration of maternity (parental) leave. In such a case, in the amendment to the contract pursuant to Article 5.1. para. (3) of this attachment, it will be stated that the new investigator will only perform the activities of the investigator 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, carrying out the grant project shall pass to the original investigator in accordance with the amendment to the contract under the previous sentence.

In the event that all professional and other professional co-workers explicitly agree to this, the beneficiary may always request suspension of carrying out the grant project for the whole calendar year due to the investigator's maternity or parental leave. The request for suspension shall be submitted by the beneficiary in accordance with the procedure similar to Article 5.1. of this attachment. The beneficiary is obliged to attach a written consent of all professional and other professional co-workers involved in the project to this request. If the provider agrees to temporarily suspend the grant project, it shall be proceeded in a manner similar to Article 5.1. of this attachment. The obligation to submit an annual interim report is not affected in such a case.

(4) If, for serious reasons, the co-investigator cannot continue to carry out the grant project at the workplace of another participant specified in the contract on the provision of the targeted support, or in the decision on the provision of the targeted support, the following procedure shall be followed:

a) the beneficiary shall request the provider in accordance with the procedure similar to Article 5.1. of this attachment for change within carrying out the grant project in the appointment of a new co-investigator; the professional qualifications of the new co-investigator must be documented by CV as when submitting the project proposal. As a rule, the beneficiary submits a written statement of the investigator and the original co-investigator of the project together with the request;

b) the beneficiary shall request the provider in writing to transfer the rights and obligations in carrying out the grant project to another participant who is the new co-investigator's workplace; a written consent to such a procedure of the original other participant, the new proposed additional participant, bearing their signatures, or the signatures of persons

authorized to act on their behalf in this matter, must be an integral part of this application; furthermore, it is necessary to demonstrate the professional qualifications of the proposed other participant similarly pursuant to Article 2.2. of this tender document.

(5) If the provider grants the beneficiary's request under para. (4) letter a) of this Article, it shall be proceeded according to Article 5.1. para (3) of this attachment, provided that if the beneficiary rejects the draft amendment to the contract on the support provision, the provider is entitled to terminate the contract on the support provision without notice. The same procedure shall apply in the case of issuing a new decision on the support provision.

(6) If the provider grants the beneficiary's request under para. (4) letter (b) of this Article, the rights and obligations in carrying out the grant project shall be transferred from the existing additional participant to the new additional participant by a separate trilateral agreement between the beneficiary, the existing additional participant and the new additional participant. At the same time, an amendment to the contract on the support provision is concluded between the provider and the beneficiary. If the beneficiary refuses the draft amendment to the contract on the support provision or the original or new additional participant rejects the draft trilateral agreement on the transfer of rights and obligations in the carrying out the grant project, the provider is entitled to terminate the contract on the support provision without notice. The same procedure shall apply in the case of issuing a new decision on the support provision. An agreement on the settlement of the assets obtained from the grant funds during the previous implementation concluded between the existing additional participant and the new additional participant is an integral part of 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 agree, the provider is entitled to terminate the contract on the support provision without notice.

(7) If the provider does not comply with the beneficiary's request pursuant to para. (1) of this Article, the provider is entitled to terminate the contract on the support provision without notice or to cancel the decision on the support provision. The beneficiary is then obliged to return all unused targeted support after proper settlement.

### **5.3. Procedure of change of beneficiary**

(1) In the event of circumstances, under which it will not be possible to achieve adequate results and efficiency in carrying out the grant project at the beneficiary's workplace specified in the contract on the provision of the targeted support or in the decision on the provision of the targeted support, the existing beneficiary, the new organization and the project investigator can together request a change of beneficiary. In addition to all the essential elements defined in the model request for change of beneficiary, which forms Attachment 8 to this tender document, the request for change of beneficiary must contain in particular:

- a) a detailed justification of all relevant facts, justifying the conclusion that it is not effective to continue the project at the workplace of the existing beneficiary;
- b) a breakdown of the drawn and remaining eligible costs of the project according to point II., III. and IV. in Attachment 8 to this tender document;
- (c) the interim financial statements of the project as of the date of the request for amendment;
- d) the distribution of the drawn and remaining eligible costs of the project and the way of their mutual settlement according to point V., VI. and VII. in Annex 8 to this tender document;

(e) a description of the personnel, organizational and technical arrangements for the performance and progress of work at the new organization's workplace after the change of beneficiary;

(f) the results of the project used to the benefit of the existing beneficiary and the results remaining to be used by the new organization and the way of their mutual settlement;

(g) a proposal for the mutual settlement of the existing beneficiary and the new organization, including the settlement of the assets acquired from the eligible costs of the project. This proposal must also include the settlement of all property rights incurred in the project, including rights to research results;

(h) eligibility of the new organization;

(i) a contract for the assignment of the contract on provision of the targeted support with a precedent condition for the entry into force of such a contract by approval of that request.

(2) The change of the beneficiary must not change the content of the contractual relationship established on the basis of the contract, or the decision to provide a grant to support the project.

(3) The purpose of the approval process for the change of beneficiary will be primarily to verify that the new organization meets the legal requirements for the eligibility of the organization in the same way as in the case of checking these conditions in the public tender, i.e. the new organization must prove legal capacity in full extent.

(4) The purpose of the approval process of the change of beneficiary will be to subsequently verify whether the new organization is able to provide the investigator and their team members with the same or better institutional and technical facilities for the project. The new organization has to prove that if they were the organization in the original public tender, the project would achieve exactly the same or better ranking in the order of the selected projects. To this end, the GACR Presidium will seek the opinion of the project rapporteur and other representatives of the advisory bodies.

(5) The GACR Presidium shall review the request and decide without undue delay, usually at the next meeting of the GACR Presidium. The GACR Presidium is entitled to request the fulfilment of additional conditions or to request further documentation for the assessment of such an application.

(6) If the provider complies with the request submitted pursuant to para. (1) of this Article, the new organization shall enter into the legal status of the existing beneficiary on the basis of the assignment of the contract on provision of the targeted support pursuant to § 1895 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended. The same procedure shall apply in the case of issuing a new decision on provision of the targeted support.

(7) If the provider does not comply with the request submitted pursuant to para. (1) of this Article, the provider shall be entitled to terminate the contract on provision of the targeted support without notice or to cancel the decision on support provision.

## Attachment 5 – Template of Contract on support provision

Contract on the grant provision to support a grant project No. ....  
Panel/Discipline Committee No. ....

Based on the results of the public tender in research, experimental development and innovations in support of grant projects in basic research (hereinafter referred to as the “**Public tender**”) implemented pursuant to Act No. 130/2002 Coll., on the support of research and development from public funds and on the amendment to some related acts (the Act on the Support of Research and Development), as amended (hereinafter referred to as the “**Act**”), in conjunction with the provision of § 17 of Act No. 218/2000 Coll., on budgetary rules and on the amendment to some related acts (Budgetary Rules), as amended (hereinafter referred to as the “**Budgetary Rules**”) and in conjunction with the provisions of § 1772 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “**Civil Code**”), and in conjunction with Part Five of Act No. 500/2004 Coll., The Administrative Code, as amended (hereinafter referred to as the “**Administrative Code**”) the following contracting parties:

### 1. The Czech Republic – The Czech Science Foundation

Based at **Evropská 2589/33b, 160 00 Praha 6**

Organization’s registration number: **48549037**

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

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

and

### 2. ....

Based at .....

Company identification number: .....

Represented by:

.....

Registered at: .....

Bank account No.: ..... /.....  
kept at: .....

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

**Concluded today the following Contract on the grant provision to support a grant project (hereinafter referred to as the “Contract”):**

**I. Basic provisions**

1. The Provider has announced a Public Tender on ..... The Beneficiary submitted a proposal for a grant project to the Public tender, while the rights and obligations of the Provider and the Beneficiary as an organization during the Public Tender were modified in addition to generally binding legal regulations by the tender document of this Public Tender (hereinafter the “**Tender Document**”). The Tender Document is an integral part of the Contract and is freely available on the Provider's website (<http://www.gacr.cz>).

2. To the extent that the Tender Document is relevant for the performance of the Contract, the Beneficiary is obliged to follow it during the performance of the Contract. The Beneficiary is obliged to also bind the investigator and any other participant (the latter is obliged to bind the co- investigator) to it.

The Beneficiary is also obliged to acquaint the investigator with the content of the Code of Ethics for GACR project investigators, which is freely available on the Provider's website at [www.gacr.cz](http://www.gacr.cz), and to oblige the investigator to comply with this Code of Ethics when carrying out the grant project. The Beneficiary is also obliged to bind any other participant to acquaint the co-investigators with this Code of Ethics and to oblige it to comply with this Code of Ethics when carrying out the grant project.

3. The Beneficiary's proposal of the grant project approved by the Provider, to which the Provider has assigned a registration number ....., is an integral part of the Contract and for its extent is introduced in the application for administration of GRIS projects at [www.gris.cz](http://www.gris.cz), where it is available for the investigator to display it at any time (hereinafter referred to as “**Project Proposal**”).

4. Based on the results of the Public Tender, the Provider concludes this Contract with the Beneficiary in order to regulate mutual rights and obligations in providing support from public funds to the project, the identification of which is specified in paragraphs 5 to 7 of this Article of the Contract and in the Project Proposal.

5. Title of the grant project: .....

Subject and aims of the grant project: .....

The aims of the grant project, its anticipated results and the method of verifying their achievement are specified in the Project Proposal in a precise and binding manner.

Grant Project Registration Number: ..... (hereinafter the “**Project**”)

6. Project start date: .....

Project termination date: .....

Date of delivery of the interim report / interim financial report / interim professional report of the Project in accordance with the respective Tender Document: No later than the date set by the Provider and published on its website ([www.gacr.cz](http://www.gacr.cz)).

Date of delivery of the final report / final professional report of the Project in accordance with the respective Tender Document: No later than the date set by the Provider and published on its website ([www.gacr.cz](http://www.gacr.cz)).

7. The Beneficiary appoints the following person as the investigator: .....  
(hereinafter the “**Investigator**”)

## **II. Total costs of the Project and support from public funds**

1. The total amount of eligible costs for the entire duration of the Project is stated in the Project Proposal in the Part B form and amounts to ..... The detailed definition of items of eligible costs and their breakdown is stipulated in the Project Proposal and in the breakdown of funds for individual years of the Project implementation, which forms Annex No. 1 and an integral part of this Contract (hereinafter referred to as “Breakdown of Project Grant Funds”).

2. The total amount of support from public funds provided by the Provider (hereinafter referred to as the “**Grant Funds**”) for the entire duration of the Project may be up to .....

3. The distribution of support from public funds for individual years of the Project implementation provided by the Provider is stipulated in the Breakdown of Project Grant Funds.

4. If, on the basis of the evaluation of the Beneficiary's progress in the implementation of the Project, the conditions for continuing the support of the Project pursuant to Article X of the Contract are met, the Provider shall provide the Beneficiary with the relevant support according to the Breakdown of Project Grant Funds. If these conditions for continuing the support of the Project are not met, the Provider is entitled to terminate the provision of support and to terminate the Contract in writing on the date specified by the Provider or without notice.

## **III. The Investigator**

1. The Investigator is responsible to the Beneficiary for the professional quality of the Project. The rights and obligations of the Investigator in relation to the Beneficiary are governed by a special contractual relationship between them, unless the Beneficiary is simultaneously the Investigator. The rights and obligations of the Investigator in relation to the Provider are governed by the provisions of this Contract and the Tender Document. The Beneficiary is obliged to bind the Investigator to fulfil these rights and obligations.

2. The Beneficiary is responsible for the Investigator's acceptance of being appointed as the Project Investigator, that it has been acquainted with the contents of this Contract, including the contents of all its annexes and appendices, as well as the Tender Document, and undertakes to comply with legal regulations, Contract, including all its annexes and appendices, Tender document and Project Proposal.

3. The Beneficiary hereby confirms to the Provider that the aforementioned Investigator is in an employment relationship with the Beneficiary, or that such employment relationship is established by the Project start date at the latest.

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

1. For the first year of Project implementation, the Provider shall provide the Beneficiary with support for the Project implementation in the amount according to the Breakdown of Project Grant Funds, subject to the fulfilment of the conditions, within the deadline and in the manner resulting from the provisions of this Contract and the Tender Document.

2. If, on the basis of the evaluation of the Beneficiary's progress in the Project, the conditions for continuing the Project support are met, the Provider shall provide the Beneficiary with appropriate support in accordance with the Breakdown of Project Grant Funds in each following year, subject to the fulfilment of the conditions, within the deadline and in the manner resulting from the provisions of this Contract and the Tender Document. The Provider is entitled, if the conditions for continuing support of the Project are not fully met, to propose to the Beneficiary a suitable change in the Project implementation, including a change in the Breakdown of Project Grant Funds, as recommended by the Discipline Committee. If the conditions for continuing the project support are not fulfilled or the Beneficiary does not accept a suitable change in the Project implementation, including the Breakdown of Project Grant Funds, the Provider is entitled to terminate the provision of support and terminate the Contract in writing on the date specified by the Provider or without notice.

3. If the budget spending is regulated as a result of a provisional budget, the Provider determines the deadline for granting the Grant Funds to the Beneficiary. In such a case, the Provider is also always entitled to terminate this Contract without notice.

#### **V. Participation of other participants**

1. If one or more other participants are to participate in the Project, the extent and specification of their participation is given in the Project Proposal. The provision of support to other Project participants, including the amount of such support, is dependent on the provision of support to the Beneficiary and the amount of this support is specified in the Breakdown of Project Grant Funds.

2. If one or more other participants are to participate in the Project, the Beneficiary is obliged to conclude a written agreement on participation in the Project with each other participant and to prove to the Provider the effectiveness of this agreement within the period, under the terms and conditions of the Tender Document and this Contract; either by sending a confirmation of publication of this contract in the Register of Contracts or by sending a reference to the published agreement. Demonstration of the effectiveness of the contract on participation in the implementation of the Project pursuant to the previous sentence is a condition for starting the provision of support by the Provider. The agreement on participation in the Project implementation must be concluded between the Beneficiary and another participant for a definite period of time, for the period for which this Contract is concluded between the Beneficiary and the Provider, or for a shorter period.

3. If the Provider provides support to the Beneficiary including the part of the support for the other participant, the content of each agreement on participation in the Project implementation concluded between the Beneficiary and the other participant must include an agreement that the Beneficiary provides the other participant with the specified part of support within 30 days of receiving this part of the support from the Provider, by transfer to the bank account of another participant kept at a financial institution, which must be explicitly stated in the agreement on participation in the Project. The Beneficiary shall be obliged to

make available to the other participant all funds which form part of the support for the other participants and which is at its disposal within the said deadline and in such manner.

4. The Beneficiary shall include in the content of each agreement on participation in the Project implementation concluded with another participant the provisions obliging the other participant to comply with all the Beneficiary's obligations as well as the obligations of the other participant arising from the provisions of this Contract and the Tender Document, except provisions which by definition imply that they cannot apply to another participant.

5. The Beneficiary is obliged to include in the content of each agreement on participation in the Project implementation concluded with another participant a provision obliging the other participant to allow the checks of fulfilment of its obligations to the extent and in the manner resulting from this Contract, from the Tender Document as well as the Project implementation concluded between the Beneficiary and the other participant and generally binding legal regulations, both by the Beneficiary and the Provider (the check authorization of the Beneficiary and the Provider towards the other participant are thus identical). Furthermore, the Beneficiary is obliged to include in the content of each agreement on participation in the Project implementation concluded with another participant the provisions obliging the other participant to fulfil the obligations pursuant to Annex 4, Article 3, Article 4 and Article 5 of the Tender Document towards the Provider and the Beneficiary.

#### **VI. Use of Grant Funds and principles of their management**

1. The Beneficiary acknowledges the fact that any funds provided to them by the Provider under this Contract are a subsidy according to generally binding legal regulations and are purpose-bound. The Beneficiary or other participant is obliged to use such funds solely to cover the approved costs of the Project under this Contract incurred by the Beneficiary or another participant to carry out the Project under the conditions and to the extent that are based on this Contract, Tender Document and generally binding legal regulations.

2. The Beneficiary is obliged to manage the provided Grant Funds with the diligence of a professional manager, to fulfil the obligations specified in this Contract, the Tender Document and generally binding legal regulations, in particular the Act, Budgetary Rules and the Civil Code, and also is obliged to follow the Provider's written instructions when managing the provided Grant Funds without undue delay upon receipt. The beneficiary is further obliged to bind each other participant in a similar way.

3. If such facts occur requiring any change in the structure or amount of the Grant Funds during the project implementation, the procedure specified in the Tender Document for changes within the Project implantation shall be followed.

4. If the Beneficiary or any other participant violates any obligation regarding the management or use of the Grant Funds arising from the provisions of generally binding legal regulations and/or the provisions of this Contract and / or the Tender Document and/or the Project Proposal, the Beneficiary is obliged to return these Grant Funds or the resulting difference in the Grant Funds to the Provider and the Provider is always entitled to terminate this Contract without notice. No other consequences of the breach of obligations arising from generally binding legal regulations, this Contract or the Tender Document are affected this way.



## **VII. Records**

1. The Beneficiary is obliged to keep separate accounting records for the Project (according to generally binding legal regulations governing the keeping of accounting records), which must be kept correctly, completely, conclusively, comprehensibly, clearly, in a manner guaranteeing the permanence of accounting records and in such a way that the Beneficiary may at any time upon the Provider's request provide credible, up-to-date and demonstrable data on the state of management of the Grant Funds and to prove such data.

2. Within the above-mentioned accounting records, all approved costs of the Project must be kept in a separate analytical account, separate records, and within it also separate records of expenses and costs paid from the Grant Funds. The records of the management of the Grant Funds must be therefore completely separated from the records of any other financial resources spent on the Project (e.g. the resources of the Beneficiary or another participant).

3. Other obligations of the Beneficiary concerning the keeping of accounting records, including the financial settlement of the provided subsidy with the state budget, arise from the Tender Document and generally binding legal regulations.

4. The Beneficiary is obliged to settle up with the state budget no later than 15 February of the year following the termination of the Project and the Beneficiary is also obliged to deliver to the Provider no later than 15 February of each calendar year a true and complete information on drawing of the provided targeted funds for each individual Project carried out by the Beneficiary in the previous calendar year in writing and also in electronic form, using the form provided by the Provider and with the following particulars:

1. identification of the Beneficiary, Investigator and Project;
2. total amount of the targeted funds provided in the calendar year for which the information is provided;
3. total amount of the targeted funds spent in the calendar year for which the information is provided;
4. amount of unspent funds transferred by the Beneficiary to the next years;
5. amount of unspent funds returned to the Provider, including the date of the return;
6. other data forming a content of the respective form.

5. By properly fulfilling this obligation, the Beneficiary also fulfils its obligation arising from the provisions of Article 3 of Annex 4 to the Tender Document. If the Beneficiary violates its obligation stated in this Article of the Contract, the Provider is always entitled to terminate the Contract without notice.

6. The Beneficiary undertakes to provide the Provider with all necessary cooperation and all documents required by the Provider for the settlement of the Grant Funds with the state budget in accordance with a special legal regulation.

## **VIII. Checking**

1. The Provider is entitled to inspect and evaluate the fulfilment of the aims of the Project at any time, including checking of the drawing and use of support and management of Grant Funds, the effectiveness of eligible costs under this Contract and fulfilment of obligations of

the Beneficiary, Investigator, other participant and co-investigator, with the Beneficiary and also the other participant.

2. The Beneficiary (as well as the Investigator) and the other participant (as well as the co-investigator) are obliged to enable the Provider to exercise its checking rights under this Contract and the Tender Document and to provide the Provider with all necessary or required cooperation by the Provider. The Beneficiary shall oblige each other participant to bind the other participant in a similar manner to each of the co-investigators appointed.

3. The Provider has the right to inspect under this Contract or the Tender Document at any time during and after carrying out the Project. Checking by the Provider at the Beneficiary or another participant in no way substitutes the performance of checking by the territorial financial authorities according to generally binding legal regulations.

4. The Beneficiary is obliged to provide exclusively true, complete and undistorted data in the interim reports, interim financial reports, interim professional reports, final reports or final professional reports or any other documents (announcements, requests, information etc.) delivered to the Provider in accordance with the respective Tender Document. If the Beneficiary breaches this obligation, the Provider is always entitled to terminate the Contract without notice, and the other obligations of the Beneficiary stipulated for this case by generally binding legal regulations, this Contract or the Tender Document are not affected.

5. Other rights and obligations of the parties concerning the checking result from the provisions in the Tender Document.

#### **IX. Procedure in carrying out the Project**

1. The Beneficiary is obliged to ensure that the Project is initiated within 60 calendar days from the date this Contract becomes effective, in the case of a provisional budget within the time limit and in accordance with the Budgetary Rules and to continue the Project until the date of Project termination stipulated in the provision in Article I. para. (6) of this Contract or until the termination of this Contract, if it occurs earlier, in the manner resulting from this Contract, in particular from its Annexes, Tender Document, Project Proposal and generally binding legal regulations.

2. The Beneficiary and the other participant are obliged to proceed in carrying out the Project with the professional care, using all the expertise of the Beneficiary, the Investigator, the other participant and the co-investigator. The Recipient shall oblige each other participant to fulfil its obligations under this Contract.

3. The Beneficiary and the other participant are obliged to use the tangible and intangible assets for carrying out the Project obtained by using the Grant Funds, to the extent and in the manner resulting from this Contract, the Tender Document and the Project Proposal. The Beneficiary shall oblige each other participant to fulfil its obligations under this Contract.

4. As part of the Project implementation process, the Beneficiary is obliged in accordance with the respective Tender Document to submit to the Provider interim reports, interim professional report and final report/final professional report within the deadline pursuant to Article I. para. (6) of this Contract, in the manner and with the requirements pursuant to the Tender Document.

5. The Beneficiary undertakes to comply with other obligations during carrying out the Project arising from the provisions of the Contract, Tender Document, Project Proposal and generally binding legal regulations.

6. The Beneficiary is obliged to terminate carrying out the Project at the latest by the date of termination of the Project referred to in Article I. para. (6) of this Contract and to support or present the results of the Project implementation to the Provider in accordance with the Project Proposal and the relevant provisions of the Tender Document.

#### **X. Evaluation of the Beneficiary's procedure in carrying out the Project**

1. Based on the results of the Provider's inspection activities and interim reports/interim professional reports, the Provider carries out regular annual evaluation of the progress of the Investigator in carrying out the Project in the manner and according to the criteria for evaluation of the grant project implementation referred to in Article 4. Annex 4 to the Tender Document.

2. If, according to the Discipline Committee's assessment, the conditions for continuing the support of the Project in the next year of implementation are met, the Provider shall provide the Beneficiary with the relevant part of the support for the project implementation in the following year according to the Breakdown of Project Grant Funds.

3. If, according to the Discipline Committee's assessment, the conditions for continuing the support of the Project are not met, or if the Beneficiary has refused a draft amendment to the Contract adjusting a suitable change in the Project implementation or a change in the Breakdown of Project Grant Funds according to the Discipline Committee's recommendation, the Provider is entitled to terminate the Contract without notice.

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

1. The Beneficiary is obliged to process the data for the Information System for Research, Development and Innovation (IS R&D), the Register of Information on Results (RIV) section, and deliver this data to the Provider to the extent resulting from generally binding legal regulations. The Beneficiary is obliged to deliver to the Provider, by the deadline announced annually by the Provider, data on the results of the implementation of all its projects supported by the Provider that are intended for Information System for Research, Development and Innovation (IS R&D), the Register of Information on Results (RIV) section, in accordance with the Act and the Governmental Regulation No. 397/2009 Coll., on the research, experimental development and innovation information system, as amended. If it is necessary according to the Project implementation for the fulfilment the above-mentioned requirement to submit an output, such as a publication or a part thereof, the Beneficiary shall do so without delay within the set deadline. If it is apparent from the outcome of the implementation that it is necessary to be delivered both in electronic and written form for fulfilment, the Beneficiary is obliged to deliver both forms to the Provider.

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

## **XII. Termination of the Contract**

1. If the Beneficiary or any other entity involved in the Project breaches any of its obligations under this Contract or the Tender Document or generally binding legal regulations, the Provider is always entitled to terminate this Contract in writing without notice.

2. Furthermore, the Provider is always entitled to terminate this Contract without notice, if any of the following facts occurs:

1. The Contract shall not become effective for any reason within 30 days the latest from its conclusion;

2. The draft amendment to this Contract proposed by the Provider to the Beneficiary in accordance with this Contract shall not be concluded for any reason within 30 days the latest from its delivery to the Beneficiary;

3. The Beneficiary shall lose its eligibility to carry out the Project as a result of generally binding legal regulations and the Tender Document, especially if the Beneficiary loses the authorization to carry out the Project as required by a special legal regulation or if the Beneficiary enters into liquidation or bankruptcy, or it has been declared bankrupt;

4. The Beneficiary - legal entity is cancelled without liquidation (e.g. in the event of a transformation of the organization under civil law regulations) or if any other entity should assume the Beneficiary's rights or obligations under this Contract based on any legal fact;

5. It becomes apparent at any time after the conclusion of this Contract that the Beneficiary, the Investigator, the other participant or the co-investigator has participated or participates in any project with the same or similar issues as the Project, and this project received, receives or will receive support from another source, or it becomes apparent that the Beneficiary, the Investigator, the other participant or the co-investigator had to be aware of the existence of such a project before submitting the Project Proposal, without participating in such a project itself;

6. It becomes apparent at any time after the conclusion of this Contract that the Beneficiary has provided false, incomplete or misrepresented data in the Project Proposal or submitted a Project Proposal elaborated in contradiction to the Tender Documentation;

7. It becomes apparent at any time after the conclusion of this Contract that the Project Proposal did not have the proper requisites in accordance with the relevant provisions of the Tender Document;

8. It becomes apparent at any time after the conclusion of this Contract that the Beneficiary has not fulfilled any of its information obligations arising from the Tender Document or generally binding legal regulations properly or on time;

9. It becomes apparent at any time after the conclusion of this Contract that the Beneficiary has not met the eligibility requirements for the Project;

10. It becomes apparent at any time after the conclusion of this Contract that any of the statements or endorsements of the Beneficiary (organization) or the Investigator (applicant) in the Project Proposal are false;

11. It becomes apparent at any time after the conclusion of this Contract that any of the statements, confirmations or assurances of the Beneficiary specified in this Contract are false.

3. Furthermore, the Provider is entitled to terminate this Contract without notice in cases where this Provider's authorization is specified in the individual provisions of this Contract or in the Tender Document or when it arises from generally binding legal regulations.

4. The Provider is entitled to fully or partially withdraw from the Contract in case the Beneficiary is convicted of a criminal offense referred to in § 7 para. 3 letter a) or b) of the Act. The Contract shall be terminated from the beginning in full or partial extent by withdrawing from the Contract for this reason, and the Beneficiary is obliged to return the entire support or its part. In addition, the Provider is entitled to withdraw from the Contract in cases where such Provider's authorization arises from individual provisions of the Contract, the Tender Document or generally binding legal regulations.

5. If the Agreement is terminated by termination, withdrawal from the Contract, agreement of the parties or otherwise, the obligations under this Contract shall cease on the date the termination of the Contract becomes effective, i.e. on the date of delivery of the notice to the other party, on the date the agreement of the contracting parties becomes effective, on the date agreed by the contracting parties or on the date arising from generally binding legal regulations. In this case, the Beneficiary undertakes and is obliged to return the Grant Funds unspent as of the date the termination of the Contract for the Project becomes effective to the state budget according to the instructions and within the deadline specified by the Provider. Unless the Provider specifies a different deadline, the Beneficiary is also obliged to elaborate and deliver to the Provider a final report on the implementation of the Project within this deadline.

### **XIII. Breach of budgetary discipline**

1. The beneficiary acknowledges that breaching the conditions arising from the Contract, Tender document or generally binding legal regulations will be considered a breach of budgetary discipline. In this case, the beneficiary is obliged, in accordance with the provisions of § 44a of the Financial Rules, to pay a charge for breach of budgetary discipline, in the amount determined for each case in the following paragraphs of this Article.

2. In the sense of provision of § 14 para. 5 of the Financial Rules, the Provider shall, as a minor condition related to the provision of a subsidy, assign the Beneficiary the obligation to provide the other participant with the specified part of support within 30 days of receiving this part of the support from the Provider, by transfer to the account of the other participant at the financial institution specified in the contract for participation in the Project. According to the provisions of § 44a par. 4 letter a) of the Financial Rules, failure to comply with this condition is considered as an unauthorized use of the subsidy and the levy for breach of budgetary discipline in this case is 5% of the total amount of the subsidy.

3. If the Beneficiary evaluates the Beneficiary's Project in accordance with the relevant Tender Document as "failed with a sanction" in the final evaluation, this will be considered according to the provisions of § 44a par. 4 letter a) of the Financial Rules an unauthorized use of the subsidy and the levy for breach of budgetary discipline in this case amounts to 5% of the total amount of the subsidy.

4. A breach of any of the following obligations of the Beneficiary will also be considered a breach of budgetary discipline according to the provisions of § 44a para. 4 letter a) of the Budgetary Rules and in accordance with § 14 para. 5 of the Budgetary Rules, the Provider in such cases shall set the levy for breach of budgetary discipline in the amount of 1,000 CZK (one thousand Czech crowns in words) for each calendar day of delay in fulfilling the given obligation:

1. to deliver interim report / interim professional report to the Provider in the deadline given in accordance with Article I. para. 6 of the Contract, with the requisites and in the manner specified;
2. to deliver final report / final professional report to the Provider in the deadline given in accordance with Article I. para. 6 of the Contract, with the requisites and in the manner specified;
3. to process the data for the Information System for Research, Development and Innovation (IS R&D) and to deliver this data in the deadline given in accordance with Article XI. of the Contract to the Provider;
4. to send a duly filled a form for financial settlement with the state budget of subsidies provided to the Beneficiary in support of grant projects to the Provider in the deadline according to special legal regulation;

5. A breach of any of the obligations arising from the Contract, Tender Document or generally binding legal regulations will also be considered a breach of budgetary discipline according to the provisions of § 44a para. 4 letter a) of the Budgetary Rules. Pursuant to the provisions of § 14 para. 5 of the Budgetary Rules, the Provider stipulates a levy of 500 CZK (in words, five hundred Czech crowns) for such a violation for each calendar day of delay in meeting the obligation.

6. If the additional participant breaches any obligation to which it has undertaken by a contract with the Beneficiary in accordance with Article V. para. 5 of the Contract or was obliged to undertake in accordance with this Contract (the Beneficiary's obligations and obligations of additional participant arising from the provisions of this Contract and from the Tender Document with the exception of provisions whose nature implies that they cannot apply to additional participant), this breach shall be considered a breach of budgetary discipline pursuant to § 44a para. 4 letter a) of the Financial Rules. Pursuant to the provisions of § 14 para. 5 of the Financial Rules, the Provider shall charge a fee of 5,000 CZK (in words, five thousand Czech crowns) for each individual breach of obligation by additional participant and for each commenced subsequent week of delay in fulfilling such obligation or for each commenced subsequent week of the duration of such breach.

7. The Beneficiary is also obliged to pay the levy for breach of budgetary discipline in the amount of 5,000 CZK also in case of breach of obligation by additional participant and for each commenced following week of delay in fulfilling such obligation or for each commenced subsequent week of such breach, which the other participant has taken over in accordance with Article V. para. 5 of the Contract or was obliged to take over in accordance with this Contract (failure to control the fulfilment of its obligations to the extent and in the manner stipulated in this Contract and in the provisions of Tender Document, breaching the conditions according to Attachment 4, Article 3, 4 and 5 of the Tender Document).

8. Breach of obligations under Article VI., Article IX. Para. 2 and 3, Article XII. para. 2 letter e), f) and g) of this Contract, which the Beneficiary has undertaken to fulfil in connection with the use of the subsidy, shall be considered a breach of budgetary discipline and the levy for such a violation amounts according to provisions of § 44a para. 4 letter (b) the Financial Rules, the amount in which budgetary discipline has been violated.

9. If the Beneficiary breaches any of its obligations under this Contract or the terms of the Tender Document, the Provider shall be entitled to immediately stop providing support under this Contract until the Beneficiary removes the defective condition and takes such measures that will provide guarantee to the Provider that the Beneficiary will no longer commit a violation again.

#### **XIV. Validity, effectiveness, form, duration and amendments to the Contract**

1. This Contract becomes valid and effective on the day of its conclusion, unless a special legal regulation state otherwise.

2. The Provider declares that it is an obliged entity pursuant to the provisions of § 2 para. (1) of Act No. 340/2015 Coll., on the Register of Contracts, as amended and may be obliged to publish this Contract in the Register of Contracts. In the event that both contractual parties have the obligation to publish this Contract in the Register of Contracts, the parties agree that the Provider shall publish the Contract. The Beneficiary shall provide the Provider with all necessary assistance in publishing the Contract in the Register of Contracts. The right of the Beneficiary to publish a respective amendment to the contractual documentation, which has not been published in accordance with the Act on the Register of Contracts or if the Beneficiary has been delivered a decision of a superior authority or court under which the unpublished part of the contractual documentation or the metadata concerned is to be provided according to the rules governing free access to information, is not affected. The Beneficiary undertakes to inform the Provider of such correction and to discuss this procedure in advance.

3. The contracting parties agree that certain parts of the contractual documentation, in particular the Beneficiary's Project Proposal and the specification of financial requirements, are excluded from the publication in accordance with special legal regulations due to: (i) protection of business secrets, (ii) protection of personal data (lii) protecting the confidentiality of the property regimes of the Investigator, Co-Investigator and team members (iv) protection of the rights of third parties to the subject of copyright or related to copyright; (v) protection of copyright held by public institutions that are recipients or co-recipients of public research and development support under Act No. 130/2002 Coll., on the Support of Research and Development (vi) the fact that it contains a technical template, instructions, drawing, project documentation, model, method of calculation of unit prices, a model and calculation within the meaning of the provisions of § 3 para. 2 letter b) of the Act on the Register of Contract and (vii) that this is excluded by Act No. 130/2002 Coll., on the Support of Research and Development.

4. The contracting parties undertake to maintain confidentiality of all facts they have learned in connection with the Contract. The obligation of confidentiality does not apply to facts that are or will become generally known and public without doing so as a result of breach of the Contract. The contracting parties declare that they are particularly interested in the protection of the information contained in the specific Project of the Beneficiary and the Annexes to the Contracts or Appendices containing the specifications of financial requirements for the reason defined in Article XIV. para. 3 of the Contract. In all circumstances, the parties are obliged to

preserve and protect intellectual property, trade secrets and confidential information or other information that cannot be provided under regulations governing free access to information or other legislation, as well as maintaining confidentiality of all facts that might negatively affect the competitiveness, functioning and reputation of the other contracting party. The above-mentioned information is not subject to publication in the Register of Contracts at least until a possible decision of the Beneficiary's superior authority, the Provider's superior authority, or a court decision obliges that such unpublished part of the contractual documentation or such excluded metadata shall be provided according to the regulations governing free access to information.

5. This Contract is concluded between the parties for a definite period of time. The validity and effectiveness of this Contract shall expire 720 days after the date of termination of the Project implementation referred to in Article I. para. 6 of the Contract. Right of the Provider and obligations of the Beneficiary under this Contract relating to the checking and evaluation of the Project, checking of drawing and use of support, checking of Grant Funds, checking of the effectiveness of approved costs and fulfilment of obligations of the Beneficiary, Investigator, other participant and co-investigator according to this Contract, arising especially from Article VIII. of this Contract, shall continue to the same extent even after the termination of the Contract. This Contract may also be extended upon agreement of the contracting parties.

6. The Contract may only be amended and supplemented by written amendments with the agreement of both contracting parties. The exchange of e-mail or other electronic messages shall not be considered a written form for this purpose.

7. The Provider is entitled to change the part of the Tender Document, which does not define the terms of the Public Tender pursuant to § 17 of the Act, to a reasonable extent by sending a written notice to the Beneficiary, in which the Provider informs the Beneficiary about such change. The parts of the Tender Document that may be subject to such changes include, in particular, Attachment 4 - Conditions for carrying out the grant projects. In the event that the Beneficiary disagrees with such a change in the content of the relevant part of the Tender Document, the Provider is entitled to propose to the Beneficiary the cancellation of this Contract within 14 days of receipt of this notice. If the Beneficiary does not exercise the right to propose to the Provider to cancel this Contract within the agreed time, the Beneficiary is obliged to comply with these new terms and conditions from the date of delivery of this notice.

#### **XV. Rights to Project results, dispute resolution, general and final provisions**

1. All rights to the results of the Project belong to the Beneficiary. The Beneficiary, who is not a natural person, shall modify the way the results are handled by its internal regulation. The rights of authors and originators of the results and holders of the rights to them are governed by special generally binding legal regulations.

2. Any disputes between the parties to this Contract arising from or in connection with this Contract shall be settled unless there is an agreement between the parties, by the competent authority according to Part Five of the Administration Code or the competent court of the Czech Republic.

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



of the Contract and the Project Proposal, the provisions of the Contract shall prevail. In case of any discrepancy between the provisions of the Tender Document and the Project Proposal, the provisions of the Tender Document shall prevail.

4. This Contract, all rights and obligations of the parties under this Contract, as well as all relations between the parties established by the Contract or related thereto, shall be governed by the laws of the Czech Republic and, in particular, the Act, the Civil Code, the Budgetary Rules and Part Five of the Administration Code.

5. All changes that are essential for the fulfilment of the conditions under which the Beneficiary was granted support under this Contract must be announced by the Beneficiary to the Provider within 7 days from the moment when it became aware of their occurrence.

6. The Beneficiary is not allowed to demand any claims against the Provider towards any claims of the Provider arising from or based on this Contract.

7. If the Provider believes on the basis of the checks findings that the Beneficiary has breached the terms of this Contract relating to the breach of the terms of the subsidy, which constitutes a breach of the Beneficiary's budgetary discipline pursuant to Article XIII. of this Agreement, the Provider shall call the Beneficiary for remedial measures. Upon the written request of the Provider, the Beneficiary is obliged to take corrective measures within the deadline set by the Provider.

8. Termination of the Contract by agreement, withdrawal, termination or other similar method (unless otherwise agreed between the parties) shall not affect the entitlement to payment of the levy for breach of budgetary discipline, default interest, any other sanctions under this Contract or damages under this Contract.

9. Rights arising from this Contract may not be assigned without the prior written consent of the Provider.

10. Setting off against receivables arising from this Contract is impermissible.

11. The Beneficiary acknowledges that the Provider is an obliged entity pursuant to Act No. 106/1999 Coll., on free access to information, as amended, and that the Provider is obliged to provide information pursuant to Act No. 106/1999 Coll. on free access to information, as amended.

12. The following Annexes are an integral part of this Contract:

o Annex 1 - Breakdown of Project Grant Funds

13. A separate, individually stored part of this Contract is:

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

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

14. The invalidity of any provision of this Contract shall not affect the validity of this Contract as a whole or the validity of any other part of this Contract.

15. The contracting parties do not wish any rights and obligations from past or future practices established between the parties or practices kept generally or in the industry relating to the subject matter of this Contract to be inferred beyond the explicit provisions of this Contract,

unless explicitly agreed otherwise in the Contract. In addition to the above, the parties confirm that they are not aware of any business practices or practices established between them so far.

16. If this Contract is concluded by electronic means, it is made in one original. If this Contract is concluded in writing, it is drawn up in two copies with the validity of the original, of which the Provider and the Beneficiary will each receive one copy. This Contract contains a complete agreement on its subject matter and all the requirements that the parties had and wanted to arrange in the Contract and which they consider important to the binding nature of this Contract. No statement made by the parties during the negotiations of this Contract or any statement made after the conclusion of this Contract shall be interpreted as contrary to the explicit provisions of this Contract and shall not create any obligation on either party.

**The contracting parties declare that they have read this Contract, that they agree with its content and legal consequences and, as proof thereof, attach their signatures to it:**

In Prague on .....

In ..... on .....

.....

.....

as Provider

as Beneficiary<sup>1</sup>

.....

President of the Czech Science Foundation

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<sup>1</sup> The Beneficiary - legal entity or organizational unit of the state or territorial self - governing unit shall also state the name, surname and function of the person authorized to represent the legal entity.

**Annex No. 1 to the Contract on the support provision to support Project No. .... in the Discipline Committee (Panel) No. ....**

**The Breakdown of the Project Grant Funds**

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

<b>Beneficiary:</b>		Organization Registration Number:	
<b>Investigator:</b>			
<b>First year of Project implementation:</b>			
Material costs:			
Personnel costs:			
Investment costs:			
<b>Total costs for 1st year of Project implementation:</b>			
<b>Provider's subsidy for 1st year of Project implementation:</b>			
<b>Second year of Project Implementation:</b>			
Material costs:			
Personnel costs:			
Investment costs:			
<b>Total costs for 2nd year of Project implementation:</b>			
<b>Provider's subsidy for 2nd year of Project implementation:</b>			
<b>Third year of Project implementation:</b>			
Material costs:			
Personnel costs:			
Investment costs:			
<b>Total costs for 3rd year of Project implementation:</b>			
<b>Provider's subsidy for 3rd year of Project implementation:</b>			
<b>Total costs for all years of Project implementation:</b>			
<b>Total subsidy for all years of Project implementation:</b>			

From this amount, the Beneficiary shall transfer to the other participants unless they are an organizational unit of the state, the part of the Grant Funds mentioned below. The GACR will credit funds to other participants - state organizational units – by a budgetary measure and the amount transferred to the Beneficiary will be reduced by this part.

<b>Other Participant:</b>		Organization Registration Number:	
<b>Co-investigator:</b>			
<b>First year of Project implementation:</b>			
Material costs:			
Personnel costs:			
Investment costs:			
<b>Total costs for 1st year of Project implementation:</b>			
<b>Provider's subsidy for 1st year of Project implementation:</b>			
<b>Second year of Project Implementation:</b>			
Material costs:			
Personnel costs:			
Investment costs:			
<b>Total costs for 2nd year of Project implementation:</b>			
<b>Provider's subsidy for 2nd year of Project implementation:</b>			
<b>Third year of Project implementation:</b>			
Material costs:			
Personnel costs:			
Investment costs:			
<b>Total costs for 3rd year of Project implementation:</b>			
<b>Provider's subsidy for 3rd year of Project implementation:</b>			
<b>Total costs for all years of Project implementation:</b>			
<b>Total subsidy for all years of Project implementation:</b>			

## Attachment 6 – Call for public tender

### The Czech Science Foundation

with registered office at Evropská 2589 / 33b, 160 00 Prague 6, Organization registration number: 48549037 (hereinafter referred to as “GACR”), in accordance with Act No. 130/2002 Coll., on the support of research and development from public funds and on the amendment to some related acts (the Act on the Support of Research and Development), as amended (hereinafter the “Act”), and Act No. 89/2012 Coll., the Civil Code, as amended, and other generally binding legal regulations

#### announces

**call for public tender in research, development and innovation for support of international grant projects** in cooperation with:

- **Deutsche Forschungsgemeinschaft (DFG);**
- **Ministry of Science and Technology (MOST);**
- **National Research Foundation of Korea (NRF);**
- **Russian Foundation for Basic Research (RFBR);**
- **São Paulo Research Foundation (FAPESP);**

(hereinafter referred to as the “**public tender**”).

Public tender conditions:

1. The call for public tender is announced based on the signed **contracts on cooperation with partner grant agencies DFG, MOST, NRF, RFBR and FAPESP** for support of **international grant projects** with the expected project start from **1 January 2021**.

2. The expected duration (implementation) of international grant projects is two or three years. The duration of the project must be the same for both the Czech and foreign parts of the submitted project proposal. Failure to meet this condition is a reason to exclude the project proposal from the public tender.

3. Organizations that meet all the conditions stipulated in the generally binding legal regulations and in the tender document may submit proposals for grant projects whose aims and method of implementation in **basic research** are set by the organization himself (hereinafter referred to as “**project proposal**”) in the following fields:

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

4. **The eligibility** to solve the proposed project required under the provisions of § 18 para. 2 letter a) to i) of the act, is demonstrated by the organization when submitting a project proposal, when the applicant demonstrates their professional skills, creative contribution in the scientific field to which the proposed project belongs, and existing scientific results. GACR

will assess them with regard to the added value of the bilateral cooperation and to the nature of the grant project and with regard to the content of the project proposal according to the criteria specified in point 5. Furthermore, the organization demonstrates eligibility according to other provisions of § 18 of the act.

5. **The evaluation criteria** of project proposals are: aims of the project, proposal of the method of implementation, proposal of implementation outputs, foreign cooperation of the organization, assessment of the previous cooperation of the organization with GACR and adequacy of financial requirements. Evaluation of project proposals is carried out by the discipline committees according to the act and the Charter of GACR.

6. The detailed documents and information necessary for the processing and submission of project proposals, the conditions of eligibility of organizations, the requirements for its demonstration and the method of evaluation of project proposals are described in more detail in the **tender document**. The tender documentation will be published on the first day of the tender period on the Provider's website at <http://www.gacr.cz/>.

7. **The tender period** starts on the day following the day of the announcement of the call for public tender in the Commercial Bulletin and

**ends on 7 April 2020.**

8. Project proposal **forms** are available only on the website of GACR at <http://www.gacr.cz/> in the Internet on-line application created by GACR for this purpose (hereinafter referred to as the "**Application**"). The project proposal must be completed and converted into a PDF format according to the instructions contained in the application.

9. **The project proposal** including annexes must be submitted to GACR via the data mailbox information system no later than the last day of the tender period.

10. **The evaluation period** starts on **8 April 2020** and ends on **1 December 2020**.

11. **Name and address of the provider**, telephone and e-mail address:

The Czech Science Foundation, Evropská 2589/33b, 160 00 Praha 6

tel./fax: +420 227 088 841

e-mail: [info@gacr.cz](mailto:info@gacr.cz)

<http://www.gacr.cz/>

12. **The results of the public tender** will be announced by the end of the evaluation period by publication on the GACR website at <http://www.gacr.cz/>. GACR will subsequently notify each organization for the award or non-award of the grant.

## Attachment 7 – Definition of types of outcomes

### J - peer-reviewed article

Article in a specialist journal is an original, or review article published in a professional journal (magazine) regardless of the publisher's state, which presents the original research outcomes carried out by the author or the team, of which the author was a member, and whose stated affiliation relates to a Czech research organization. These are comprehensive texts of works classified according to the requirements of publishers of the journal on the structure of scientific work (most often summary, introduction, material and methods, outcomes, discussion, conclusion, literature review) with the usual way of citing sources, possibly with notes. In the professional journal, these types of articles are usually included in the content into the group of original or review reports.

A professional journal means a reviewed scientific journal with a scientific editorial that is published or was published periodically, is assigned only the ISSN or e-ISSN code and is published in printed, printed and electronic, or only in electronic form, including on-line publication.

Articles in a specialized journal are classified as following:

- **Jimp** – original / review article in a specialized journal, that is included in the Web of Science database with the flag "Article", "Review", or "Letter";
- **Jsc** - original / review article in a specialized journal, that is included in the Web of Science database with the flag "Article", "Review", or "Letter";
- **Jost** - original / review article in a specialized journal, that does not belong to any above-mentioned group and meets general conditions of article in a specialist journal. The list of specialized non-impacted journals shall not be used.

#### The following are not specialist journal:

- journals that do not have ISSN, nor e-ISSN;
- journals or extraordinary journals published with the ISSN and also concurrently with the ISBN in book form (these cases often occur with conference papers, which are registered in WoS and Scopus databases. Outcomes published in this type of source belong to outcomes of type D);
- journals for which the method of review management of contributions is not being published or does not occur;
- journals of character of daily or newspaper press, i.e. regular daily press, thematic "popular-professional" supplements to daily press, weekly newspapers, specialized newspapers (e.g. Zdravotnické noviny, Hospodářské noviny, Učitelské noviny etc.);
- non-fiction journals intended for the general public, published by commercial publishers, public and other institutions;
- popularizing journals intended for the wider professional public, e.g. published by professional societies, scientific institutions etc., in order to promote and popularize science;
- journals of trade unions, political parties, associations etc.;
- business and insurance journals;
- forms and newsletters;
- special issues of journals in which texts of conference papers are published.

**The following are not article in a specialist journal:**

- reprints, abstracts, extended abstracts (e.g. at conferences) etc., even if published in a specialist journal, articles of an informative or popularizing character on research outcomes;
- editorial materials, corrections, reviews, researches and summaries, even if published in a specialist journal;
- a preprint article, i.e. the version of the article published before the review process;
- for Jost articles with less than 2 pages of text: photos, charts, map attachments, images, tables, and advertisements are not included in the page range.

**B – monograph**

A monograph presents original research outcomes that has been carried out by the author of the book or by a team of authors, of which the author was a member. A book is a non-periodical professional publication with a range of at least 50 printed pages of own text without photographic, pictorial, map etc. attachments published in print or electronically and assessed (reviewed) by at least one generally recognized expert in the respective field in the form of a lecture report (but not from the author's workplace). It concerns a well-defined problem in a particular scientific field, includes 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 used literature, possibly notes and bibliography of sources and a summary in at least one world language.

The book has an assigned ISBN or ISMN. The whole book is created by a unified collective of authors (regardless of the share of individual members of the collective of authors in the content), even if the individual chapters of the book have separate authorship. Monograph are e.g. scholarly encyclopaedias and lexicons, critical editions of sources, critical editions of art (music, art etc.) materials accompanied by studies, critical commented translation of demanding philosophical, historical or philological texts accompanied by studies, scientifically designed dictionary and professional dictionary, a critical exhibition catalogue etc., provided that they meet the formal criteria set out above.

For a multi-volume scientific monograph, each volume can be recognized as an output (and included in the RIV) if each one individually meets the required criteria and has been published as a separate publication with its own ISBN. If a monograph is recognized (and classified in RIV) as an outcome of type B, its chapters cannot be recognized (and classified in RIV) as an outcome of type C for the same submitter.

**The following are not monograph:**

- book that do not have an assigned ISBN or neither ISMN;
- teaching texts (i.e. textbooks, coursebooks);
- expert opinions and stances, 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 electronically published research summaries, purpose-made summaries of specialist papers (e.g. within one workplace);



- printed or electronically published abstract summaries, or extended abstracts or oral communication from conferences;
- methodological manuals, catalogues and standards;
- proceedings (individual contributions in the proceedings may be an outcome of type D);
- fiction, non-fiction, travelogues, texts of theatre plays;
- selective bibliographies, annual reports, speeches, reports, collections of students' competition papers, tourist guides;
- commercial translations from foreign languages;
- memoirs, information materials, popularizing monographs, biographies, autobiographies, monographically issued final reports from grants or projects.

If the book is published in the Czech Republic, the legal deposit must be registered in the National Library of the Czech Republic. "Monograph" types of outcomes published abroad, are verified by a reference to a Digital Object Identifier (DOI) or Open Access (OA), traceability in an internationally recognized catalogue, or verification 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 meets the definition of type B outcome) is applied in such a case, when the whole book has only an editor or in cases when the author is stated as a co-author (albeit with a minority share in the content) in the whole 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 outcome in RIV, its chapters cannot be included as a type C outcome in the case of the same submitter.

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

An article in proceedings presents the original outcomes of the research carried out by the author or the team of which the author was a member. The article has the usual structure of scientific work with the usual way of citing resources (it is not an abstract or 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 have mostly a common element or related topic and have an assigned ISBN or ISSN, or both.

An "article in proceedings" type of outcome is a paper with a total range of at least 2 pages: photos, graphs, map attachments, pictures, tables and advertisements are not included in the page range.

#### **An "article in proceedings" type of outcome is an article, which is registered**

- in a Scopus database in sources ("Sources") of type of Book Series or Conference Proceedings and has either an assigned ISBN or an ISSN, or both;
- in the Web of Science Conference Proceedings Citation Index database and has an assigned ISBN or ISSN, or both;
- 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 is not an article in proceedings:**

- occasionally published summaries of specialist papers (e.g. within one workplace, anniversaries, founding celebrations and annual conferences);
- collected and published abstracts or extended abstracts;
- sorted and published articles elsewhere etc.

# Attachment 8 – Request for change of beneficiary form

## REQUEST FOR CHANGE OF BENEFICIARY

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

.....

**PROJECT TITLE:** .....

**PROJECT INVESTIGATOR:** .....

**PROJECT START DATE:** .....

**PROJECT END DATE:** .....

**PROPOSED DATE OF PROJECT ASSIGNMENT:** .....

**CURRENT BENEFICIARY:** .....

With address of its registered office: .....

Organization identification number: .....

Represented by: .....

Registered at: .....

Bank details: .....

Bank account number: .....

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

**NEW ORGANIZATION:** .....

With address of its registered office: .....

Organization identification number: .....

Represented by: .....

Registered at: .....

Bank details: .....

Bank account number: .....

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

The Current Beneficiary, the New Organization and the project investigator hereby request an amendment of the Contract on the grant provision to support a grant project No. .... Panel No. P ..... concluded on ..... (the “Contract”) between Current Beneficiary and the Czech Republic – The Czech Science Foundation, with its registered office at Evropská 2589 / 33b, 160 00 Prague 6, Organization identification number: 48549037 (hereinafter referred to as the “Provider”)

**I. Detailed justification of all relevant facts, justifying the conclusion that the project cannot be continued at the workplace of the Current Beneficiary:**

**II. Total approved costs for carrying out the project from all sources of financing according to the Contract:**

	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
The total subsidy paid by the Provider for the Project				-	-	
Total paid support from other public sources (domestic and foreign)				-	-	
Total support paid from non-public sources (own funds, private subsidies)				-	-	
Total eligible costs incurred from all sources of financing				-	-	
Support rate at the Provider				-	-	

**III. Breakdown of total eligible costs of the Current Beneficiary of the Project from all sources of funding spent at 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
The total subsidy paid by the Provider for the Project				-	-	
Total paid support from other public sources (domestic and foreign)				-	-	
Total support paid from non-public sources (own funds, private subsidies)				-	-	
Total eligible costs incurred from all sources of financing				-	-	
Support rate at the Provider				-	-	

**IV. Expected breakdown of the drawn total eligible costs of the Current Beneficiary of the Project from all sources of funding at 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
The total subsidy paid by the Provider for the Project				-	-	
Total paid support from other public sources (domestic and foreign)				-	-	
Total support paid from non-public sources (own funds, private subsidies)				-	-	
Total eligible costs incurred from all sources of financing				-	-	
Support rate at the Provider				-	-	

**V. Approved costs of the Project according to the Contract:**

	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. Drawing of approved costs of the Current Beneficiary of the Project as of 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. Estimated drawing of approved costs of the Current Beneficiary of the Project as of 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 outcomes:**

**Outcomes applied so far**

Type of outcome	
Title of outcome	
Description (bibliographic information)	
Application rate in RIV of the institution	
Type of outcome	
Title of outcome	
Description (bibliographic information)	
Application rate in RIV of the institution	

**Outcomes to be applied:**

Type of outcome	
Title of outcome	
Description (bibliographic information)	
Application rate in RIV of the institution	
Type of outcome	

Title of outcome	
Description (bibliographic information)	
Application rate in RIV of the institution	

**Estimated outcomes:**

Type of outcome	
Title of outcome	
Description (bibliographic information)	
Application rate in RIV of the institution	
Type of outcome	
Title of outcome	
Description (bibliographic information)	
Application rate in RIV of the institution	

**IX. Proposal for mutual settlement of assets acquired from the approved costs of the Project. This proposal also includes the settlement of all property rights incurred during the Project, including rights to research outcomes. The proposal of the mutual settlement is submitted on the intended date of the project assignment:**

Details of the mutual settlement as of the proposed date of assignment of the Project are contained in the contract on the Contract assignment, which is an integral part of this request.

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

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

**XI. Final statements**

1. New Organization has been familiarized in detail with the institutional and technical needs for carrying out the Project and its team and declares that it is able to provide and will provide the Project investigator and its team members with similar or better institutional and technical facilities for continuing the Project.

2. Project investigator has been familiarized in detail with the institutional and technical facilities of the New Organization and is convinced that the New Organization is able to provide the Project investigator and its team members with similar or better institutional and technical facilities for carrying out the Project, than it has with the Current Beneficiary.

3. Current Beneficiary declares honestly that it has informed the New Organization in detail about the institutional and technical needs of the Project investigator and the state of the project at the proposed date of assignment of the Project and that it has not concealed any substantial circumstance that could affect the successful implementation of the Project, or that the New Organization has been informed on the potential risks of carrying out the Project.

4. Current Beneficiary, New Organization and Project investigator declare honestly, 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 Contract from the Current Beneficiary to the New Organization.

5. Current Beneficiary and New Organization hereby declare that they have considered, with the diligence of a professional manager, the mutual settlement of property resulting from the assignment of the Project and this complete settlement of property is contained in the contract on the assignment of Contract which forms an integral part of this request.

6. Contracting parties request the assignment of the Project based on the contract on the assignment of Contract as of the proposed date of assignment of the Project.

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

In .....	on .....	In .....	on .....	In .....	on .....
On behalf of Current Beneficiary:		On behalf of New Organization:		Project investigator:	
.....		.....		.....	