

TENDER DOCUMENTATION

FOR THE 3RD PUBLIC TENDER IN

RESEARCH, EXPERIMENTAL

DEVELOPMENT AND INNOVATION

PROGRAMME TO SUPPORT APPLIED

MEDICAL RESEARCH

FOR THE YEARS 2024 – 2030

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1. Basic information

1.1. Legal framework

- (1) The public tender is announced in accordance with Act No. 130/2002 Coll., on support for research and development from public funds and on amendments to certain related laws, as amended (hereinafter referred to as "the **Act**") and in accordance with [Commission Regulation](#) (EU) No 651/2014 of 17 June 2014, as amended by Commission Regulation (EU) No 2021/1237 of 23 June 2021 of 19 July 2021 declaring certain categories of support compatible with the internal market in accordance with Articles 107 and 108 of the Treaty on the Functioning of the EU¹ ("**Commission Regulation**") and the Framework for State Support for Research, Development and Innovation - Official Journal of the European Union of 19 October 2022 (2022/C 414/01) ("**the Framework**").
- (2) The Programme excludes the payment of support to an enterprise which meets the definition of a firm in difficulty in Article 2(18) of the Commission Regulation. The payment of individual support to an enterprise against which a recovery order has been issued and is outstanding following a Commission decision declaring support received from a Czech provider unlawful and incompatible with the internal market.
- (3) The programme is implemented in accordance with the National Priorities of Oriented Research, Experimental Development and Innovation, which were adopted by Government Resolution No. 552 of 19 July 2012. The Programme is also in line with the National Policy on Research, Development and Innovation of the Czech Republic 2021+, which was approved by Government Resolution No 759 of 20 July 2020.
- (4) The programme is an instrument for the implementation of the Concept of Health Research until 2030, approved by Government Resolution No. 1050 of 14 December 2022, and the Strategy for Gender Equality for 2021-2030, approved by Government Resolution No. 269 of 8 March 2021.
- (5) The relevant provisions in the internal rules of the provider, valid and effective on the date of the call for tenders and published on the provider's website, are binding on the provider and the applicant.
- (6) The TD uses the terms given by the law.
- (7) The rights and obligations of the provider and the applicant (Beneficiary) are governed by the provisions of the Act, whether or not they are explicitly stated in the TD.
- (8) The Czech Health Research Council (hereinafter referred to as the "**AZV**") is an organizational unit of the state under the direct management of the Ministry of Health of the Czech Republic. AZV is entrusted by the Ministry with the support of applied research in

¹ Published in the Official Journal of the European Union on 26 June 2014, 2014/L 187/01.

the health sector in accordance with the law, in particular ensuring the evaluation of project proposals and the preparation of documents for the provision of special-purpose support, as well as the subsequent control of implementation.

- (9) Questions about this TD will be submitted and handled by emailing AZV at helpdesk@azvcr.cz, and the FAQs are listed at <https://www.azvcr.cz/casto-kladene-dotazy/>.
- (10) No information relating to specific project proposals or interim evaluation results will be provided during the tendering and evaluation period.

1.2. Definition of terms

(1) Application

An online web application created for the ISVP application process at <http://eregpublic.ksrzis.cz/>.

(2) Applied Research

According to the law, applied research means industrial research, experimental development or a combination thereof. The OECD FrAZVati Manual further defines applied research as original research carried out with the aim of obtaining new knowledge. However, it is primarily directed towards a specific practical purpose or objective. Applied research may be subdivided into basic research which is necessary to obtain the results of applied research.

(3) Another participant

Another project participant is an organisational unit of the State or an organisational unit of the Ministry engaged in research and development, as well as a legal entity or natural person whose participation in the project is defined in the project proposal and with whom the beneficiary has concluded a contract on participation in the project.

(4) Intensity of support

The intensity of support is the proportion of the total eligible costs represented by the public support granted by the provider. The intensity of support is set by the provider in accordance with the Act, the Commission Regulation and the Framework.

(5) Project proposal

The project proposal is an application by the applicant for the provision of special-purpose support in the form of a grant or an increase in expenditure by an organisational unit of the State or a local self-government unit or an organisational unit of the Ministry engaged in research and development, in accordance with the budgetary rules. It must contain the information required by the DB and comply with the relevant legal provisions necessary for the granting of the support.

(6) Proposer

A Proposer (or co-Proposer) is a natural person who is responsible to the Applicant (or co-Applicant) for the professional level of the project proposal, must be in an employment relationship with the Applicant (or co-Applicant) (employment relationships based on agreements for work performed outside the employment relationship are not allowed) or such a relationship must have been established no later than the date of the start of the project and must last throughout the project. The only exception is if the Applicant is a natural person, in which case the Applicant is also the Proposer. Each project proposal must include the name of the proposer (or co-proposer). The same natural person may act as proposer and co-proposer for only one project proposal in this call for proposals. The proposer (or co-proposer, as the case may be) becomes the principal investigator (or co-investigator, as the case may be) after the conclusion of the contract or the decision. Two types of project proposals can be submitted to this call for proposals:

a) Standard projects - only natural persons engaged in research who, at the time of submitting a project proposal to the call for proposals, hold an academic degree of Ph.D., its equivalent or higher (e.g. CSc., Dr., DrSc., DSc., etc.) may be a proposer;

(b) Junior Researcher Projects - only natural persons engaged in research who, in the year of submission of the project proposal to the call for proposals, meet the condition that no more than 8 years have elapsed since the award of the academic degree of Ph.D. or equivalent, which must have been obtained by the date of conclusion of the contract/issuance of the project decision.

(7) **Enterprise**

Under the Commission Regulation, an enterprise is any entity engaged in an economic activity, regardless of its legal form. These entities include, in particular, self-employed persons and family businesses engaged in craft or other activities and companies or associations regularly engaged in economic activities. The decisive factor in designating a beneficiary as an enterprise is whether it carries out an economic activity consisting of offering products or services on the market in question.

(8) **Provider**

The provider is the Ministry of Health of the Czech Republic, see point 2.3.

(9) **Research project**

A research, development and innovation project (hereinafter referred to as 'project') means activities falling under one or more categories of support, intended to fulfil an indivisible task of a precise economic, scientific or technical nature with clearly defined objectives, formulated by the Applicant in a research, development and innovation call for tenders or by the provider in the context of a research, development and innovation contract award. The provider shall support a project proposal whose stated outcome is clearly aimed at healthcare applications.

(10) **Beneficiary**

The beneficiary is the Applicant in whose favour the decision to grant support has been made by the provider. The Beneficiary is responsible to the Provider for the entire project (including the parts addressed by another participant in the project) in terms of its design, compliance with the eligibility conditions announced in this Call for Proposals, financial aspects, compliance with generally applicable regulations and provisions of the contract/decision, the TD, the Terms and Conditions for projects under the general rules, including responsibility for any changes during the duration of the special-purpose support.

(11) **Investigator team**

The project team are individuals involved in the project. The team members are:

1. **The project Proposer** is a natural person who is responsible to the beneficiary for the project investigation from the labour law point of view and is responsible together with the beneficiary for the professional part of the solution towards the provider of the special-purpose support.
2. **A co-applicant** is a natural person who is responsible to the beneficiary for the professional level of the part of the project provided by another project participant.
3. **An expert collaborator** is a natural person - an expert member of the researcher's or co-investigator's team, who is mentioned by name in the project proposal and participates in the project solution.
4. **An additional staff member** is a natural person who assists in the project (e.g. support staff, technicians and administrative staff identified in the project proposal). Only the activities they provide and the scope of these activities (not by name) shall be mentioned in the project proposal.

(12) **Co-Applicant**

In this public tender, a Co-applicant is a legal or natural person, an organisational unit of the State or a local self-government unit, an organisational unit of the Ministry, engaged in research and experimental development, which is responsible to the Applicant for part of the project proposal. The participation of the co-Applicant in the project solution must be defined in the project proposal, and the amount of the part of the earmarked support that the co-Applicant requires from the total state budget must be indicated. The co-Applicant must be an entity distinct from the Proposer (in the case of a legal entity with a different registration number).

(13) **Special-purpose support**

The special-purpose support for the project is provided in the form of a subsidy to legal or natural persons or an increase in the expenditure of organisational units of the State, organisational units of local self-government units or organisational units of the Ministry engaged in research and development, after a public tender has been held and evaluated and after the conditions laid down by law have been met. The special-purpose support is intended exclusively for the reimbursement of eligible costs.

(14) **Applicant**

The Applicant is an organisational unit of the State or an organisational unit of the Ministry engaged in research and development, as well as a legal entity or a natural person applying for support.

(15) **Eligible costs**

Eligible costs are those eligible costs or costs in research, development and innovation which are approved by the provider and which are justified.

(16) **General Rules**

The General Rules (also referred to as '**GR**') contain information relevant to the tender and are publicly available on the Czech Health Research website at the following [link](#). Applicants are required to refer at all times to the most recent version of the GR available on the above-mentioned website.

(17) **Research organisation**

"Research and knowledge dissemination organisation" according to [Commission Regulation](#) (EU) No 651/2014, Article 2, point 83) means an entity (e.g. university or research institute, technology transfer agency, research-oriented innovation intermediary), regardless of its legal status (established under public or private law) or method of financing, whose **main objective is to carry out independently fundamental research, industrial research or experimental development or to disseminate publicly the results of these activities through teaching, publications or knowledge transfer**. If the body also carries out economic activities, separate accounts must be kept of the funding, costs and income relating to those activities. Enterprises which may exercise decisive influence over such an entity, for example as shareholders or members, must not have preferential access to the results achieved by the entity.

Before concluding a contract with the successful Applicant from this public tender, the provider will take into account the currently valid [list of research organisations](#) managed by the Ministry of Education, Youth and Sports of the Czech Republic.

(18) **Eligible costs**

Eligible costs are those costs or costs in research, development and innovation which may be incurred by the beneficiary for, or in connection with, research, development and innovation activities and include in particular:

1. personal costs or expenses, including scholarships for research, development and innovation under the Higher Education Act,
2. the cost or expense of acquiring tangible and intangible assets,
3. other operating costs or expenses,
4. costs or expenses for services,
5. additional costs or expenses.

2. Terms and conditions of the public tender

2.1. Programme name

- (1) Programme for the Support of Applied Health Research for 2024-2030 (hereinafter referred to as the "**Programme**").
- (2) The Programme was approved by Government Resolution No.199 of 22 March 2023. The full text of the Programme, the Tender Documentation (hereinafter referred to as the TD) and other documents related to this tender are published on the website of the provider Public Tender 2026 - 2029 - Ministry of Health (www.mzd.gov.cz) and the Czech Health Research Council (hereinafter referred to as AZV) www.azvcr.cz.
- (3) The programme is divided into two sub-programmes, the criteria for division being the stage of the researchers' career path. In terms of their professional focus, both sub-programmes will fulfil the objectives of this Programme as set out below.

Subprogramme 1: The main objective of Subprogramme 1 is to further develop the existing platform of applied medical research in the Czech Republic and to contribute to the further development of international cooperation by improving its conditions. Within the framework of Subprogramme 1, projects will be supported principal investigator can only be a natural person engaged in research who, at the time of submission of the project proposal to the public tender, holds an academic degree of Ph.D., its equivalent or higher.

Sub-programme 2: The main objective of Sub-programme 2 is to support the development of junior researchers in their research activities and to ensure the sustainability of the research environment in healthcare. Sub-programme 2 will support projects whose principal investigator can only be a natural person engaged in research who, in the year of submission of the project proposal to the call for proposals, is no more than 8 years after the award of the academic degree of PhD or equivalent, or has obtained it no later than the date of conclusion of the contract/issuance of the project decision. If the proposer has been on maternity or parental leave, has suffered a long-term illness, or has interrupted his/her scientific career for similar objective reasons, the time limit of 8 years from the award of the academic degree of PhD or equivalent is increased by this period. These facts (award of the degree, parental leave, etc.) must be documented by the Proposer in an affidavit.

- (4) The amount of eligible project costs under Subprogramme 2 is limited to EUR 8.5 million. CZK.

2.2. Program division

- (1) The programme has three main areas, Public Health, Pathogenesis and Development of Diseases and Innovative Solutions for Medicine, which are further divided into 26 sub-areas and 95 sub-objectives. The sub-objectives characterise each sub-area. The projects proposed for this Programme must be assigned to one or more of the following sub-objectives and

- ensure the fulfilment of one or more sub-areas or areas of the Programme. The Provider reserves the right to support projects that do not fall within these sub-areas or sub-areas.
- (2) The detailed specification of the individual areas, sub-areas and sub-objectives is set out in the Programme, which is available on the provider's website under the [link](#) and the Health Research Concept 2030 under the [link](#), as well as in the General Conditions.
 - (3) It is not possible to submit project proposals for the tender that consist in clinical trials of pharmaceuticals according to the provisions of Act No. 378/2007 Coll., on pharmaceuticals and on the amendment of some related acts, as amended (hereinafter referred to as the Act on pharmaceuticals), or clinical trials of medical devices according to Act No. 375/2022 Coll., on medical devices and in vitro diagnostic medical devices, as amended (hereinafter referred to as the Medical Devices Act) and Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002 and Regulation (EC) No. 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC ("MDR") which are not approved or duly notified/registered or which would require substantial changes/alteration of the registration including a variation procedure (i.e. change of drug substance, form of administration, strength, pack size, use of an approved medical device other than as declared by the manufacturer, etc.), **except for clinical trials/trials conducted by non-commercial sponsors**. The sponsor of the clinical trial/clinical investigation must be the Applicant/co-Applicant. The health service provider does not have to be the sponsor of the clinical trial/clinical investigation, but must always be the Applicant/co-Applicant (or future beneficiary/co-beneficiary).
 - (4) It is not possible to submit to the tender a project proposal whose aim is to create a registry that corresponds in nature to the national health registry, the creation and administration of which is regulated by Act No 372/2011 Coll., on health services and conditions of their provision, as amended. Individual projects may include the creation of a registry that is in the nature of a database (collection of specific data that will be used to address the project objectives), but the ultimate goal of the project is to achieve new knowledge.

2.3. Name and registered office of the provider

The provider is the Ministry of Health of the Czech Republic, with its registered office at Palackého náměstí 375/4, 128 00 Prague 2, ID No. 00024341 (hereinafter referred to as the "provider or the Ministry of Health").

2.4. Method and criteria for evaluating project proposals

The method and criteria for evaluating the project proposal are described in the TD, published on the provider's website under this [link](#) and also on the website of the Czech Health Research Council under this [link](#).

2.5. Tender and evaluation period

- (1) The tender period is the period during which project proposals can be submitted. It starts the day after the date of the call for proposals, i.e. 4 February 2025, and ends on 21 March 2025 at 12:00.
- (2) The evaluation period is the period during which the provider ensures the evaluation of the project proposals, makes a decision and announces the results of the call for proposals. It starts from the day following the end of the call for proposals and ends on the day of the announcement of the results of the call for proposals. The evaluation period starts on 22 March 2025 and ends on 16 November 2025.

2.6. Start date and duration of projects

- (1) In this call for tenders, the project start date is always 1 January 2026 and the project end date is 31 December 2029.
- (2) The maximum duration of the projects in this call for proposals is 48 months (1 January 2026 - 31 December 2029).

2.7. Place, method and date of announcement of the results of the public tender

The results of the tender will be published no later than 16 November 2025 on the provider's website Public Tender 2026-2029 - Ministry of Health (www.mzd.gov.cz) and AZV www.azvcr.cz.

2.8. Eligibility requirements for Proposers

- (1) The Applicant, or Beneficiary of support from the Programme, and co-Applicant (or other participant) of the project may be:
 - Research organisations
 - Businesses
- (2) As a natural person, only an entrepreneur who carries out an economic activity and at the same time carries out an entrepreneurial activity pursuant to Act No. 455/1991 Coll., on Trade Enterprise (Trade Licensing Act), as amended, may be an eligible Applicant.
- (3) The assessment of whether the Applicant or co-Applicant fulfils the defining characteristics of a research organisation according to the Act, the Commission Regulation and the Framework will be carried out by the provider for each Applicant or co-Applicant individually during the evaluation of the project proposal, during the project and after its completion.
- (4) **Eligibility** is assessed in accordance with Section 18(2) of the Act. Further information on the assessment of eligibility is given in the LOI.

- (5) Eligibility under Section 18(2)(c) to (i) of the Act is demonstrated by means of an affidavit set out in the TD Annex.
- (6) Applicants to whom the law imposes this obligation must comply with the condition set out in Section 8 of Act No. 37/2021 Coll., on the registration of beneficial owners, i.e. be registered in the register of beneficial owners (entities listed in Section 7 of Act No. 37/2021 Coll., on the registration of beneficial owners do not have a beneficial owner, so the above obligation does not apply to the listed types of entities).

2.9. Place and date of publication and receipt of the tender documentation

The tender documentation is available on the website of the provider under this [link](#) and also on the website of the Czech Health Research Council under this [link](#).

2.10. Place, method and deadline for submission of project proposals

- (1) The project proposal cannot be changed or supplemented in any way after its submission to the public tender.
- (2) The project proposal shall be submitted in electronic form in accordance with Article 4.1 of the TD. The identifier of the AZV data box where project proposals will be delivered is 'f7eike4'. Delivery via the data box will be marked in the 'Subject' field with the text 'AZV - NW26-XX-00XXX' /or 'AZV - NW26J-XX-00XXX' (the relevant project proposal numbers generated by the ISVP application will be added instead of 'X').
- (3) The PDF file containing the project proposal may not be modified in any way and may only be delivered in the form in which it was created by the application and in accordance with the procedure described in Article 4.1.
- (4) The affidavits for demonstrating eligibility are included in the TD as Annex 2-4 or are available on the provider's and AZV's websites.
- (5) **The affidavits referred to in Annex 2-4 of the TD and other documents shall be delivered during the tender period in paper form by post or in person to the AZV ČR's mailroom at Ruská 2412/85, 100 00 Prague 10 in an envelope marked "DO NOT OPEN - VES 2026" or signed with a qualified electronic signature in accordance with the special legal regulation² to the AZV's data box (under the subject "DO NOT OPEN - VES 2026"). The original of the power of attorney (authorisation), if any, by which the Applicant/co-Applicant's statutory body authorises its representative to carry out acts relating to the submission of the project proposal will be submitted in the same way. All other attachments required by the TD shall be submitted through the Application as an embedded attachment in PDF format**
- (6) The project proposal and the annexes, which are to be submitted in written form, may be submitted in accordance with the procedure laid down no earlier than the first day of the

² Act No. 297/2016 Coll. on trust services for electronic transactions

tender period and no later than the last day of the tender period, which is set out in Article 2.5 of the TD. For the purposes of assessing compliance with the time limit, the date and time of submission by post or courier or, , the date and time of submission in person at the AZV address will be decisive for the assessment of compliance with the time limit. In the case of electronic submissions, the electronic receipt generated by the data is decisive

2.11. Amount of support

- (1) For the purposes of determining the intensity and amount of support, the Applicant must classify the project in the project proposal in a specific category of research according to Article 25 of the Commission Regulation (basic research, industrial research, experimental development). If the project cannot be clearly classified under a single category of research, the Applicant must specify the shares of each category of research in the project according to the activities carried out, in accordance with the Regulation.
- (2) The support will be provided in the form of a subsidy for eligible costs to legal or natural persons, in the form of an increase in costs by organisational units of the State or organisational units of ministries.
- (3) The support intensity, set as a percentage of the eligible costs of the project, will be calculated for each project and for each beneficiary and other participant separately on the basis of the results of the evaluation of the project proposals, the financial limits of the possible costs of the programme in the call for proposals and the Commission Regulation and the Framework. At the same time, it must respect all these limits.
- (4) The amount of support will be assessed for each project individually. The amount of support requested must be justified and proportionate to the objectives, duration and expected results of the project.
- (5) The maximum allowable support intensity **for research organisations** per project may be up to 100 % of the total eligible costs, for non-economic activities of research organisations as defined in points 19 and n of the Framework and in accordance with the law and the Commission Regulation and under the conditions set out in paragraph (8) of this Article.
- (6) The permitted support intensities **for each category of enterprise** and for each category of research (basic research, industrial research and experimental development) are shown in Table 1.

Table 1:

	Small business	Medium enterprise	Big business
Basic research	100 %	100 %	100 %
Industrial research	70 %	60 %	50 %
Industrial research in the case of:	80 %	75 %	65 %
• effective cooperation between businesses;			

for large enterprises: cross-border cooperation with at least one SME			
Or			
<ul style="list-style-type: none"> cooperation between a company and a research organisation 			
Or			
<ul style="list-style-type: none"> public dissemination of results 			
Experimental development	45 %	35 %	25 %
Experimental development in the case of:			
<ul style="list-style-type: none"> effective cooperation between businesses; for large enterprises, cross-border cooperation or cooperation with at least one small or medium-sized enterprise 			
Or	60 %	50 %	40 %
<ul style="list-style-type: none"> cooperation between a company and a research organisation 			
Or			
<ul style="list-style-type: none"> public dissemination of results 			

- (7) Both the Applicant and the co-Applicant must comply with conditions that prevent the funding of the research organisation from constituting direct or indirect State support in terms of EU rules (in accordance with the Commission Regulation and the Framework) or from constituting double funding.
- (8) The maximum amount of support allowed for the project (without notification and without a more detailed assessment by the EC), which is set in accordance with Article 4(1) of the Commission Regulation, will not be exceeded.
- (9) The provider will decide on the intensity and amount of state budget support for the selected project on the basis of an evaluation of the project proposal.
- (10) The special-purpose support may be changed during the course of the projects accepted on the basis of the results of the audit pursuant to Section 13 of the Act or in connection with a change in the amount of eligible costs at the request of the Applicant, but not more than 50 % pursuant to Section 9(7) of the Act. There is no legal entitlement to the funding.

3. Specified items of eligible costs

3.1. Ineligible costs/expenses

Eligible costs/expenses are not primarily:

- interest on loans;
- debit interest;
- fines, penalties, financial penalties;
- exchange rate losses;

- provisions for possible future losses and debts;
- bad debts;
- that part of the purchase price of the property (land) which is more than 10% of the total eligible project costs;
- that part of the purchase price of the property (building) which is higher than the price determined by the expert opinion;
- administrative fees (extract from the Land Registry, extract from the Commercial Register, etc.);
- litigation costs;
- other social costs for employees that employers are not obliged to pay according to special legislation (contributions to supplementary pension schemes, life insurance, gifts for life anniversaries, recreation contributions, etc.);
- publishing and editorial costs, if the publication of the results will be done through organisations that do not publish scientific and educational university literature (scripts, textbooks, etc.)
- costs/expenses that have been or will be claimed as eligible under other grant programmes.

3.2. Eligible costs/expenses - types

Eligible project costs/expenses are:

A. DIRECT

- a. **PERSONAL COSTS:** wages/salaries and OON (Other Personal Expenses (Agreements)) including social and health contributions;
- b. **INVESTMENT COSTS:** acquisition of fixed assets;
- c. **OPERATING COSTS:** purchase of services and subcontracts, purchase of equipment and consumables, travel, VAT;

B. DIRECT

- a. **ADDITIONAL COSTS:** administrative overhead.

3.2.1. Personal costs/expenses

- (1) This category includes:
 - a) personal costs/expenses of the members of the project team who are employed, corresponding to the extent of their time spent on the project and corresponding costs/expenses for the compulsory statutory contributions and social fund or FKSP;
 - b) other personal costs/expenses based on an agreement for employment or an agreement for the performance of work concluded in direct connection with the project or the cost of scholarships for students participating in the project.
- (2) These expenses **must not exceed the usual amount** for the place, time and industry.

- (3) Employment contracts and agreements for work performed outside the employment relationship must be concluded in accordance **with Act No. 262/2006 Coll., the Labour Code, as amended.**
- (4) An employee's working hours may not overlap and he/she may not be paid for the same work more than once. The provider may set a minimum and maximum amount of registration time for the claimant or co-claimant in the contract. **In general, the Provider hereby sets the minimum amount of time on the books for the proposer/principal investigator at 0,2 and for the co-proposer/co-principal investigator at 0,1.**
- (5) Unless otherwise stated, **remuneration** (regardless of its nature in terms of Act No. 262/2006 Coll., the Labour Code, as amended) that does not exceed 25% is eligible:
 - the annual aggregate of the highest rate of pay and the maximum allowable personal allowance in the grade concerned and, in the case of an executive officer, the management allowance which is the highest allowable for that staff member; or
 - the annual salary/remuneration of the agreement, based on the amount of the latest version of the employment contract/work contract/work performance agreement in force.
- (6) **Holiday allowances** are eligible only to the extent that they correspond to the extent of the staff member's involvement in the implementation of the project in the month in which the holiday is taken.
- (7) Eligible expenses also include compensation of wages or salary or remuneration from the agreement (or a pro rata part) for **days of temporary incapacity for work** or quarantine, in the amount and duration of which the employer is obliged to provide such compensation of wages or salary or remuneration from the agreement according to the applicable legislation, the collective agreement or the employer's internal regulations governing the employment or service relationship.
- (8) If **the Applicant or co-Applicant is a natural person**, the amount of his/her financial remuneration for work on the project shall be included under the heading of personnel costs, even if it is not a cost incurred for the payment of wages and salaries in the context of employment relations under the Labour Code.
- (9) For the purposes of financial management/project management, the personal cost/expenditure shall also include the personal cost/expenditure paid in the month following the month in which the project was completed.

3.2.2. Investment costs

- (1) This is the cost/expenditure for the acquisition of tangible and intangible fixed assets necessary for the project, to the extent and for the period when they are used for the project. If the tangible and intangible assets are not used for the project for their entire lifetime, only depreciation costs/expenditure corresponding to the duration of the project and the extent of their use for the project, calculated using established accounting procedures, are considered eligible.

- (2) The project cost/expense is an amount equal to the amount of depreciation of fixed assets in the accounting period. If the asset is a tangible or intangible fixed asset, **only accounting depreciation** may be an eligible cost/expenditure. The entry price, which is the basis for calculating the accounting depreciation, must be adjusted for eligibility purposes to include only eligible cost/expenditure items.
- (3) **The Beneficiary of the funds is not entitled to change the chosen depreciation calculation method during the depreciation process.** For eligibility purposes, the beneficiary shall apply the chosen method of calculating the accounting depreciation to the entry price of the asset containing only eligible costs/expenditure.
- (4) Depreciation is eligible only if the following conditions are met:
 - a) Depreciation applies only to the period of project implementation or to the period during which the asset is used for the purposes of the Programme/project;
 - b) Depreciation is only applied to the proportion of the asset that is used for the project;
 - c) to be eligible for depreciation, the Beneficiary of the funds must provide accounting evidence of the cost of the assets to be depreciated;
 - d) depreciation is considered an eligible cost/expenditure up to a maximum of the proportional part of the annual depreciation determined with accuracy to the months or days falling within the period of project implementation or the period of use of the asset for the purposes of the project.

3.2.3. Operating costs

- (1) Operating costs are costs used exclusively for the project, which can be proven by a separate supplier's document or other objective means, including the costs of:
 - operation, repair and maintenance of the assets used in the project;
 - the acquisition of small assets purchased or acquired by own activities in the framework of the project;
 - other services, e.g. contracts, conference fees in case of active participation;
 - hire of premises, equipment and facilities for short-term events and activities with a scientific output (e.g. performing surgery, organising a conference, holding a seminar);
 - membership fees in institutions where membership is demonstrably necessary or economically advantageous for the project;
 - performance of connections;
 - clinical and experimental studies (e.g. laboratory animals, specific administrative costs, administrative fees, costs of professional, support and audit services for the conduct of the clinical trial, costs of clinical trial insurance);
 - other costs such as foreign exchange losses, bank charges, taxes and fees related exclusively to the project;

- costs of publication of results (publication and editorial costs), including Open Access, including the costs of securing rights to these results; publication costs for unrecognised results will not be accepted; costs of research data management, including the creation of the project's DMP.

(2) **Short-term assets**

Costs/expenditure for the acquisition of equipment and facilities not falling within the group of depreciable assets and costs/expenditure related to their acquisition are fully included in consumption, thus eligible in full, but only provided that the assets are related to the approved project.

(3) **Consumables and operating materials**

These are eligible costs/expenses for office supplies, operating materials, postage and other costs/expenses for which the beneficiary can demonstrate that they are necessary for the effective implementation of the project and which can be clearly supported by appropriate accounting documents.

(4) **Services/contract research**

Services/contract research include costs/expenditure incurred in direct connection with the project, provided that the contractor is not the researcher or another member of the research team, another employee of the co-beneficiary, or a natural or legal person related to them, or a legal person with direct control over the co-beneficiary or in a relationship of subordination or other exercise of ownership or influence. Services and subcontracts must be specifically specified, their scope and financial cost quantified and may relate only to the execution of a limited part of the project.

Costs/expenses related to the supply of services are eligible provided that the supply of the service will contribute to the implementation of the project and create added value. This includes, inter alia, costs/expenses for ensuring the publicity of the project, the presentation of the results and the securing of rights to the results of the project, costs/expenses for the publication and exploitation of the results of the project, including costs/expenses for securing the protection of intellectual property and rights to R&D results, including costs/expenses for obtaining and recognising industrial property rights resulting from the project (fees, translations...).

The services also include normal operating costs/expenditure for the operation and maintenance of tangible and intangible fixed assets that are not acquired within the framework of the project but whose use is necessary for the project. Only costs/expenditure corresponding to the extent and duration of the use of these assets for the research activities described in the project or calculated using established accounting procedures are considered eligible. The eligibility of the costs/expenditure must be demonstrably supported by the operating logbook of the equipment used or other similar means.

(5) **Travel**

Travel allowances are paid in accordance with Decree No 385/2015 Coll., as amended. These are travel allowances incurred in direct connection with the project for members of the research team. In the context of this methodology, travel allowances are understood as:

- travel costs/expenses - i.e. the cost/expenses of the trip, which in the case of a foreign trip includes the cost/expenses of transport in the country of stay and necessary incidental costs, which include airport entry fees, visa fees, medical expenses insurance premiums, etc;
- accommodation costs/expenses;
- meals (including pocket money);
- other costs/expenses.

Travel allowances also apply to working stays and trips made in connection with active participation in conferences, where active participation in conferences is defined as a presentation by an author who is a member of the research team in the form of a lecture or poster on a topic related to the project.

Travel allowances for Czech workers are governed by the Labour Code No. 262/2006 Coll., as amended, and by the decrees of the Ministry of Labour and Social Affairs and the Ministry of Finance, which set the amount of travel allowances for a given year.

The provider may limit the amount of the travel fee at any stage of the project. The Provider limits the travel costs to the maximum amount set for the Applicant/beneficiary and the co-Applicant/other participant combined:

- for the first year of the project up to a maximum of CZK 100,000,
- in subsequent years of the project up to a maximum of CZK 200,000.

Reimbursements for foreign collaborators for whom collaboration is documented shall not exceed the daily rate of travel at the per diem rate.

The limits set may be amended in justified cases on the basis of a request.

(6) Value Added Tax (VAT)

Value added tax (VAT) is an eligible cost/expenditure only if the beneficiary or other project participant acts as a non-payer of VAT in the project.

3.2.4. Additional costs/expenses – indirect

- (1) Ancillary costs/expenses, which are indirect costs/expenses incurred by the beneficiary directly as a result of the project (e.g. administrative costs/expenses related to accounting and reporting, management costs/expenses, support staff and infrastructure, energy, security systems and security services, etc.), unless they are already included in other categories and cannot be reported in any other way.

- (2) The additional costs/expenses must be related to the project, the proportion of these costs/expenses is set by the provider at 25% of the eligible DIRECT costs/expenses.

4. Instructions for the preparation of the project proposal

4.1. General conditions for the submission of proposals

- (1) Project proposals may be submitted to the public tender only under the conditions defined by the Act and the TD.
- (2) The project design may not be changed during the tender process. The Applicant, or a co-Applicant via the Applicant, is obliged to inform the provider in writing of any changes that have occurred between the submission of the project proposal and the eventual conclusion of the support contract or, in the case of an organisational unit of the State, the decision to increase the budget for its solution, which affect its legal status or the data required to prove eligibility or data, that could affect the evaluation of the project proposal or data that could affect the conduct of the public tender, within 7 calendar days from the date on which he/she became aware of such facts via data box or to the email address of the Czech Health Research Council info@azvcr.cz. In the that the changes that have occurred could affect the course of the public tender, such a fact is a reason for the project proposal to be excluded from the public tender.
- (3) The Applicant may withdraw from the tender at any time by notifying the provider (by letter signed by the Proposer's statutory representative sent to the provider's address).
- (4) The Provider may cancel the tender under the conditions defined in Section 24(1) to (4) of the Act.
- (5) Applicants are not entitled to reimbursement of costs associated with their participation in the tender.
- (6) The use of texts by other authors in the project proposal must be supported by a bibliographic citation in the format according to ISO 690 and ISO 690-2, or according to citation practices in the field. The use of the adopted text without citation is a gross violation of the respected standards of scientific work and the terms of the LOI
- (7) Only one Proposer may be named in the project proposal.
- (8) The same individual may act as proposer and co-proposer for only one project proposal in this call for proposals. If more project proposals are received for the same natural person than the number specified in this condition, the provider will keep only the 2 project proposals fulfilling the condition that were received earlier in the call for proposals (the date and time of receipt of the project proposal in the provider's prescribed mailbox specified in the proposal for the management of this call for proposals is decisive).
- (9) The project proposal forms are available exclusively on the websites of the provider and the Czech Health Research Council at the Public Tender 2026 - 2029- Ministry of Health

(www.mzd.gov.cz) and www.azvcr.cz and in the ISVP web application created for this purpose (hereinafter referred to as the application). The Provider considers as a project proposal only such a proposal that is created by the application and sent via a data message with the title (subject) "AZV - NW26-XX-00XXX"/ or "AZV - **NW26J-XX-00XXX**" (instead of "X" the relevant project proposal numbers generated by the application will be added) to the AZV data box with the identifier "**f7eike4**". The provider expressly points out that, for reasons of use of the application, project proposals must be sent to the AZV mailbox. Project proposals sent to the provider's mailbox will not be accepted for the tender. **Once finalised, the project proposal will bear an electronic seal (signature) identifying the proposal. The proposal must not be modified in any way, otherwise this unique seal (signature) will be broken. Project proposals that have this seal altered will be excluded from the tender.** Only the annexes specified in Article 4.2(15) of the Tender Documentation and required for the project shall be attached to the project proposal in the application. Attachments must be uploaded to the application in PDF format. The attachment itself does not need to be renamed and must not be modified in any way, e.g. by saving. The project proposal shall be delivered by data box (each separately) generated by the application without attachments, as a PDF file containing the project proposal generated by the application.

- (10) By submitting a project proposal, the Applicant certifies that:
- a) the proposer is in an employment relationship with the Proposer or this relationship will be established no later than the date of the start of the project;
 - b) at the time of submission of the project proposal to the public call for proposals, the proposer holds an academic degree of Ph.D., its equivalent or higher (e.g. CSc., Dr., DrSc., DSc., etc.), or will have obtained it (for Sub-programme 2) no later than the date of conclusion of the contract or issuance of the project decision
 - c) ensure that the researcher fulfils all his/her obligations after the conclusion of the grant agreement or the decision to increase the budget, in particular to be responsible for the professional level of the project;
 - d) has familiarised himself with the contract and undertakes to comply with its provisions;
 - e) undertakes to fulfil all the obligations of the beneficiary arising from the law, the DB and the concluded contract or the issued decision after the conclusion of the support contract or the issuance of the budget increase decision;
 - f) all the information given in the project proposal is true, complete and not distorted and is identical to the information entered in the project proposal using the application, and that the project proposal has been prepared in accordance with the TD;
 - g) all co-Applicants, proponent, co-proposers and collaborators mentioned in the project proposal have been informed of the substantive content of the project proposal and the financial requirements contained therein and the TD;
 - h) before submitting the project proposal, secure the agreement of the above-mentioned persons to participate in the project as described in the project proposal;

- i) for another project with identical or similar issues has not accepted, is not accepting, and will not accept support from another source;
 - j) the proposed scopes of work will allow the proponent and co-proponent to address all projects in which they are involved;
 - k) agrees that the data provided in the project proposal will be used for AZV's internal information system and published to the extent provided for by law and the TD;
 - l) in the event of the conclusion of a contract for the provision of support for the project or the issuance of a decision to increase the budget, the project will be governed by the terms and conditions set out in the general conditions;
 - m) where the beneficiary or other participant in the project acts as a research organisation, it will use the grant only for the non-economic activities specified in point 19 of the Framework.
- (11) The provider shall ensure that the information contained in the project proposal is not made available to unauthorised persons. Any person authorised to have access to the content of the project proposal shall keep confidential any information which he/she has learned from it. These authorised persons are limited to the staff of the MoH and the AZV, members of the AZV's expert advisory bodies (the Board, the Scientific Council and the AZV's Supervisory Board), members of the expert advisory bodies (evaluation panels), the referees involved in the evaluation of project proposals in this call for proposals, and any other experts involved in the evaluation process. To this end, the provider will ensure that they commit themselves to these obligations in writing.
- (12) The Provider accepts only project proposals with the confidentiality code S publicly accessible - complete and truthful project data are not subject to protection under special legislation. Project proposals with the confidentiality code U (the subject of the project is classified information under special legislation or is information the disclosure of which could jeopardise the activities of the intelligence service) and C (the subject of the project is subject to commercial secrecy (§504, §2985 of Act No. 89/2012 Coll., the Civil Code, as amended) are not accepted for the public tender.

4.2. Project proposal

- (1) The duration of the project in this call for tenders is 48 months (1 January 2026 - 31 December 2029).
- (2) The project proposal can be assigned to one of the sub-programmes according to the stage of the proposer's career path. In the ISVP application, these sub-programmes are distinguished as follows: 'VES 2026J' for junior proposers and 'VES 2026' for all others.
- (3) **The project proposal is to be completed in English unless otherwise stated.**
- (4) **Project description - the justification of the project proposal** is to be filled in English. The file created outside the application is uploaded to the application in PDF format with a maximum size of 3 MB in a similar way to the project proposal attachments. The maximum

length of this section is 10 A4 pages, using a font size of 11 points and a line spacing of 1. The justification must clearly present the aims and objectives and provide sufficient information to assess the project proposal, in accordance with the basic criteria for the evaluation of project proposals. **The project description must be in the following mandatory outline (the outline is given in Czech in the TD, but everything in the project application must be in English):**

- a) **introduction** - summary of the current state of knowledge of the scientific issues in the given field of science;
- b) **preliminary/pilot data** - pilot data supporting the project focus and hypothesis (d);
- c) **a statement of the nature of the project and its relevance to the Programme; a** justification of the necessity and need to address a specific issue at a given time (i.e. the timeliness of the solution) and in a given scope; where the originality/innovativeness of the research project lies; where relevant to the project, a description of the implications for the solution of possible biological differences (gender) or differences in the experiences and needs of women and men (gender);
- d) **the hypothesis and objectives of the project** - including the development of the general objective or the indication of sub-objectives;
- e) **experimental design** - statistical justification of the size of the research population (exceptions may be projects aimed at research on rare and ultra-rare diseases), definition of groups and statistically justified numbers of experimental animals, numbers of repetitions in preclinical testing, etc;
- f) **Methodology** - description of the proposed conceptual and methodological procedures necessary for the solution of the project and for achieving the expected result and their analysis, the method of data acquisition, their analysis and the proposal of statistical processing;
- g) **timetable** - a clearly formulated schedule of planned works and their scope in individual years of the solution; it is recommended to display the schedule using a Gantt chart;
- h) **Expected results** - a factual description of the expected results of the project, including their intended practical purpose and the aim of their use in the healthcare sector;
- i) **cooperation** - if the project solution is conditioned by cooperation of several entities, it is necessary to indicate how it will be implemented (model of future contract as an annex to the project proposal) including specification of their share and responsibility. In the case of foreign collaboration, a signed letter of support or letter of intent on the entity's letterhead should be provided, including the method and amount of funding; the project solution should not be dominantly based on contracted research or paid services delivered by partners outside the research team;
- j) **information on the (personnel and material-technical) readiness** of the proponent, co-proposers and their workplaces, on the technological equipment of the workplaces to be used in the solution, on the possibility of cooperation; evaluation of the consistency

between the professional focus of the proposal and the focus of the workplace of the proponent/co-proposers;

- k) **Justification of the participation of** all co-proposers and listed collaborators, definition of their contribution to the problem and specification of their role in achieving the expected results; information on the involvement of junior researchers;
- l) **risk analysis** - analysis of risks that may occur during the project, their significance and impact, alternative solutions in case of failure to confirm the hypothesis, etc.;
- m) a brief description of the **research data** that will be used, collected or generated during the project and how it will be managed; the beneficiary is required to have a Data Management Plan (DMP) in place no later than the submission of the first sub-report and to update this plan periodically if necessary and to submit it on request; the DMP should include, inter alia, information on the methods and principles of data management to be used with respect to the FAIR principles (retrievability, accessibility, interoperability and usability);
- n) **list of literature used.**

These data may be supplemented by data based on the specific focus of the project.

- (5) The project proposal is composed of forms after conversion:
 - Part A - basic data, abstract;
 - Part B - total funds, then total funds for individual participants, breakdown of financial items justification of financial items;
 - Part C - Bibliography (for the proposer, co-proposers);
 - Part D - related projects (proponents, co-proponents);
 - Attachments;
 - Statement.
- (6) **Part A - basic data** includes:
 - a) project registration number;
 - b) the project start date (1 January 2026) and the duration of the project in years, i.e. 4 years;
 - c) the title of the project, in Czech and English, in the text to be published, must be specific, clear and concise, without abbreviated words or special symbols, and must not exceed 250 characters including spaces; the project must not have a title identical to another submitted MZ project proposal by the same Applicant or to a project already carried out with support under the Act, based on a comparison with the information system for research, experimental development and innovation, part of the Central Register of Research and Development Projects (hereinafter referred to as IS VaVaI - CEP) carried out by the Applicant;
 - d) the designation of the relevant evaluation panel according to the IR; the project proposal must be submitted to only one evaluation panel; if the project proposal is interdisciplinary, another evaluation panel will be selected, including a justification;
 - e) keywords Czech and English;

- f) basic information about the Proposer and Applicant, or co-proposers and co-applicants: name and surname, date of birth, ORCID ID, e-mail, telephone, organisation, registered office, ID number (giving an incorrect ID number is a reason for removing the project proposal from the public tender, even in cases where it is a so-called clerical or numerical error), how to demonstrate the principle of gender equality in the GEP, HR Award, etc;
 - g) information on whether the project or a modified form of the project has been submitted to the MoH tender in the past and whether the comments of the rapporteurs have been taken into account.
- (7) **Part A - abstract** states:
- a) inclusion of the project in the OECD discipline code;
 - b) designation of the relevant thematic sub-objective of the Programme according to Article 2.2 of the TD;
 - c) an abstract in Czech and English, expressing the nature of the proposed project and the specific results expected; the abstract, neither in Czech nor in English, must not exceed 2 000 characters including spaces and is intended for publication;
 - d) general objective of the project in Czech and English (2000 characters); the general objective of the project must not contradict the objectives of the Programme and must not be changed;
 - e) information on whether the project proposal corresponds to a clinical trial of medicinal products according to the provisions of Act No 378/2007 Coll., on medicinal products or a clinical trial of medical devices according to Act No. 375/2022 Coll., on medical devices and in vitro diagnostic medical devices.
- (8) **Part B - Total funding** contains a proposal for the total eligible costs of the project from all funding sources, broken down as follows for all participants:
- a) the provider's total subsidy for the project, support from other public sources (domestic and foreign), support from non-public sources (own funds, private donations) and eligible costs from all funding sources for each year of the solution and the level of support from the provider;
 - b) the classification of the project proposal into a specific category of research according to the Commission Regulation (basic research, industrial research, experimental development) according to the eligible costs and the share of the project (if the project cannot be clearly classified into a single category of research, the Applicant must specify the shares of each category of research in the project according to the activities carried out, in accordance with the Regulation);
 - c) a breakdown of the eligible costs of the project, broken down into other operating costs, investment costs, personnel costs, total eligible costs and special-purpose costs broken down by year of the project.
- (9) **Part B - total appropriations, breakdown of financial items, justification of financial items** shall be completed separately for the Applicant and for each co-Applicant. All financial resources shall be given as integer values in thousands of CZK.

Part B - total funds contains the total eligible costs of the project from all sources of funding for the entire duration of the project and in individual years, broken down into the funds requested from the provider from the earmarked support of the Ministry of Health, funds from other public sources (e.g. from institutional support of the state budget for research, development and innovation, from other sources of the state budget of the Czech Republic, from foreign public sources, including EC sources, etc.) and funds from non-public sources (e.g. own funds from private entities). Furthermore, a declaration by the Proposer of the facts affecting the maximum support intensity, the maximum support intensity and the distribution of the eligible costs of the project are indicated. If the project proposal foresees funding from different sources, the project proposal must be accompanied by an affidavit of the sources of funding. The rate of support corresponds to the proportion of the support requested from the provider from the special-purpose support of the MoH on the total project costs; the Applicant's declaration of the facts affecting the maximum support intensity.

(10) **Part B - the breakdown of financial items** is broken down:

- other operating costs:
 - material costs,
 - travel costs,
 - costs of other services and intangible costs,
 - additional (overhead) costs;
- personal costs:
 - wages of the plaintiff and co-workers,
 - wages of administrative, technical and support staff,
 - other personal costs,
 - scholarships (only for university-type Applicants)
 - social and health insurance, allocation to the FKSP or similar fund;
- the investment costs of the project.

It also contains a **breakdown of personnel costs for all years of the investigation**, stating the personnel costs or financial remuneration for the work of the natural person - the Applicant or co-Applicant according to Article 3.2.1 of the TD from all sources of funding in each year in the following breakdown:

- a) name, surname, job title or description of activities, working capacity (working time) and salary or wage for the Proposer or co-Proposers and their professional collaborators or students;
- b) job description or description of activities, aggregate working capacity (working time), aggregate wage or salary for administrative, technical and support staff;
- c) for other personnel costs for the reimbursement of agreements for work outside the employment relationship; the name, surname, job description or description of activities, work capacity (number of hours) and amount for professional associates or students, or only the job description or description of activities, total work capacity (number of hours), total amount for administrative, technical and support staff;

- d) for scholarships, the name, surname, date of birth, job title or description of activities and amount;
 - e) personal costs - other (social and health insurance, FKSP, etc.).
- (11) In the **Part B - Justification of Financial Items** form, the figures are given for the first year of the solution. In the event of a significant increase in the required costs in the subsequent years of the solution under the relevant heading or in the event of the acquisition of tangible and intangible fixed assets in the subsequent years of the solution, their justification shall be provided in this project proposal form. Each cost item, including costs from other sources, must be specified and justified, including an indication of the use to which it will be put, even where financing from other sources is proposed; in particular:
- a) a detailed breakdown of material costs;
 - b) justification of the amount of the travel fee, including the specific destination, person and purpose of the trip (e.g. active participation in conferences);
 - c) a detailed breakdown of other services and intangible costs;
 - d) justification of additional (overhead) costs;
 - e) detailed justification of personal costs;
 - f) specification of each item for the cost of acquisition of tangible and intangible fixed assets and its detailed justification according to Part 3 of the TD.
- (12) **Part C - Bibliography of the proposer and co-proposers** - the proposer and co-proposers shall provide the following information:
- a) **five most significant results over the entire career** (e.g. journal publications, monographs, granted patents and other results of applied research); in the case of publication output, the number of citations as determined by Web of Science³ (WoS) should be provided; in the case of a scientific publication, the impact factor (IF) of the journal, as well as the quartile or decile of the journal, all valid at the time of publication;
 - b) **Contribution to the field** - a verbal commentary on the significance of the most important results achieved by the proposer/co-proposer and their major contribution to the field (in English);
 - c) **list of research results for the last five years** (free form in PDF, in English), in case of publication outputs the **author's status (first, corresponding)**, IF of the journal, the relevant quartile, decile according to WoS (valid at the time of publication);
 - d) **total number of citations (excluding self-citations)** at the time of submission of the grant project according to WoS;
 - e) **h-index** according to WoS;

³ ISI Web of Knowledge (<http://apps.webofknowledge.com>)

- f) **history of international cooperation** - give specific examples of international cooperation, e.g. international grant projects, involvement in international consortia or joint research activities evidenced by joint publications (in English);
- (13) Part C includes a **CV of the Proposer and co-Proposer**, to be completed in English. The file, created outside the application, is uploaded in PDF format with a maximum size of 1 MB in the application in a similar way to the project proposal attachments. The maximum size is two A4 pages using a font size of 11 point, 1 line.
- (14) **Part D - information on other projects of the proposer and co-proposers addressed with public support under the Act** - information is provided on all projects addressed (running) with dedicated support under the Act from all providers, in the solution of which the Proposer or co-Proposers are involved at the time of submission of the project proposal and in what role (proposer/principal investigator, co-proposer/co-investigator, expert collaborator), as well as similar information on thematically similar completed (within the last three years) projects of the Proposer or co-Proposer and thematically similar proposed applications for special-purpose support submitted by the Proposer or co-Proposers. Each entry must contain the following information about the project on which information is being submitted:
- a) the name of the body providing the special-purpose support (provider);
 - b) name of the programme or other R&D activity (e.g. large infrastructure projects, etc.), project number, code characterising the classification of the project according to the fields for IS R&DaI - CEP, unabbreviated project name and duration (from - to) for projects or registration number, evaluation panel number, unabbreviated project name and duration (from - to) for grant projects;
 - c) the name of the Proposer/beneficiary of the special-purpose support (of the project/proposal);
 - d) the role of Proposer, co-Proposer or team member in the project/proposal;
 - e) the amount (part) of the expected/received support for the entire duration of the project that is/will be used by the Applicant or co-Applicant for their project activities (i.e. the relevant part of the grant from the institution for which the co-proposer acted on the project/proposal);
 - f) the working capacity of the Proposer, co-Proposer or team member to deal with individual projects, even if the support did/does not include salaries;
 - g) a description of the relationship of the project on which the information is provided to the project proposal (in particular a description of the project topic, objectives, results of the solution, research team, etc.).
- If the co/proposer is not working on any projects and has not submitted any proposals, he/she must confirm this in the application.
- (15) Only the following documents (depending on the nature of the project) can be annexes to the project proposal:
- a) documents and affidavits to demonstrate eligibility according to the TD and General Rules;

- b) a list of experts who **should not** assess the project (to ensure objectivity in the assessment of the project, you have the option to list domestic and foreign experts who should not be involved in project assessment);
 - c) A bid identifying the supplier, the item to be supplied, and the preliminary price and rate if the project proposal specifies in detail the asset or service to be acquired as unique;
 - d) proof of co-financing from other sources by an affidavit from the Proposer or a certificate from the intended sponsor;
 - e) a power of attorney to submit the proposal to a third party the Proposer does not have its own data box
 - f) an unsigned draft cooperation agreement between the Proposer (beneficiary) and the proposed other participants; to be submitted whenever the Applicant is not the sole participant in the project proposal (i.e. whenever the project is carried out in cooperation between the Applicant and the co-Applicant(s));
 - g) Annex 'Motivation effect' - comparative analysis, comparison of the level of intended activity with and without support, or comparison of the total amount spent by the beneficiary on the project with and without support, or the rate of completion of the project with and without support, in a large enterprise is involved in the project (see Article 4.4 of the TD);
 - h) if necessary, the original power of attorney (authorisation) by which the Applicant's/co-Applicant's statutory body authorises its representative to carry out acts related to the submission of the project proposal.
- (16) The annexes to the project proposal cannot be documents that extend the annex "description of the project" (see Article 4.2 (4) TD).

4.3. Cooperation between businesses and research organisations

- (1) Effective collaboration on a project between an enterprise and a research organisation in accordance with the Commission Regulation means their joint contribution to the project design on the basis of a division of labour, their (joint) contribution to the implementation of the project and their (joint) sharing of the risks and results of the project.
- (2) The terms and conditions of an effective collaborative project, in particular as regards contributions to its costs, sharing of risks and results, dissemination of results, access to intellectual property rights and rules for the allocation of such rights, should be established before the start of the project⁴. Contract research and the provision of research services are not considered forms of collaboration.
- (3) In order to be eligible for an effective collaboration premium with a research organisation, the conditions set out in Article 25(6) of the Commission Regulation (i.e. the required minimum share of the research organisation in the eligible costs and the right of the research

⁴ Does not apply to final agreements on the market value of the intellectual property rights created and the value of contributions to the project

organisation to publish the results of the research project) must be met. The assessment of whether the project proposal involves an effective collaboration between the enterprise and the research organisation will be based on a draft collaboration agreement between the Applicant (Beneficiary) and the proposed other participants, showing that the above conditions for an effective collaboration are met. This assessment will be made when evaluating the project proposals.

4.4. Motivational effect

- (1) It applies to all Applicants and co-Applicants that the costs of the project must not be incurred before the entry into force of the grant agreement or the decision to increase the budget. In order to meet the objectives of the Programme and the conditions of the Commission Regulation, the Provider will assess the presence of the incentive effect of the support under Article 6 of the Commission Regulation for all Proposers cumulatively for the whole project as part of the evaluation process of project proposals.
- (2) In accordance with the Commission Regulation, the incentive effect of the support is automatically demonstrated if the SME starts the project after the entry into force of the Contract for granting the support and fulfils the conditions set out in the DB.
- (3) If the Applicant or co-Applicant is a large enterprise, in order to fulfil the incentive effect in accordance with the Commission Regulation, the project proposal must fulfil the requirements of Article 6(3) of the Commission Regulation, in particular to demonstrate that the support will contribute to a significant increase in the scale of the project or activity as a result of the support or will significantly increase the total amount spent by the beneficiary on the project or activity as result of the support or will significantly accelerate the completion of the project or activity concerned.

This incentive effect shall be documented in a separate annex for a project proposal where the participant is a large enterprise (the model of this annex is not prescribed, but the maximum length is set at two standard pages).

- (4) The assessment of the incentive effect will be part of the evaluation report prepared by the provider's expert advisory body.

4.5. Expected results

- (1) The different types of research, development and innovation (RDI) results are defined in a separate Annex 4 to the M17+ Methodology, entitled [Definition of Types of Results](#) (approved by Government Resolution No 837 of 29 November 2017). One of the following types of results is considered to be the **main result**:

- J_{imp} - peer-reviewed journal article - original article in a peer-reviewed journal that is included in the Web of Science database with the "Article" flag⁵
- F - utility model, industrial design
- G - prototype, functional sample
- N - methodology, treatment procedure, specialized map with specialized content
- P - patent
- R - software
- Z - semi-operation, proven technology

A secondary outcome is one of the following types of outcome:

- J_{imp} - peer-reviewed article - an article in a peer-reviewed journal that is included in the Web of Science database with the "Review" or "Letter" flag
- J_{sc} - peer-reviewed article - original/reviewed article in a peer-reviewed journal, which is included in the SCOPUS database with the "Article", "Review", or "Letter" flag
- B - professional book
- C - chapter in a professional book
- V - research report, summary research report

Further results are detailed in a separate Annex 4 of the M17+ Methodology.

For the purposes of this Programme, a main, secondary and other R&D&I result is considered to be a new result that has been achieved within the framework of a project supported under this Programme and has been claimed as a result of this project in the register of information on IS R&D&I results.

For a successful solution, at least **one main and one secondary result** must be achieved. Alternatively, at least **two main results** or **one main result of the J_{imp} type published in a journal with an IF in the first quartile (Q1) of the field according to WoS** is also required. For projects requesting more than EUR 12 million in dedicated support, the project must be submitted to the European Commission. **At least two main and one secondary result** will be required (**at least three main results** or **one main J_{imp} result published in a journal with an IF in the first decile (D1) of the field according to WoS is also acceptable**

Another general condition for successful project solution is that at least one reported main result is of the J_{imp} type, which is **dedicated only to the project and not to any other project supported the Ministry of Health - AZV ČR**, where dedication means dedication in the publication output itself and also in the register of information on results of the R&D&I Information System. For the recognition of the main result, it is required that the researcher is listed as an author or a member of the author's team.

⁵ The quality of the results, not their quantity, will be the main consideration in the evaluation.

- (2) In the final evaluation of the project, the **thematic focus of the results** will also be assessed, and only those results that are in with the project's professional objective are eligible.
- (3) Successful projects will be further evaluated mainly in terms of the quality of the results achieved and their contribution to the fulfilment of the Programme objectives.
- (4) As the Programme supports applied research projects, beneficiaries will be obliged to attach a plan for the possible implementation of the results achieved into practice (i.e. an **implementation plan**) to the final project report at the latest. These plans will serve the provider as background material for future monitoring of the impact of projects in practice.
- (5) When publishing the project results, it is recommended to carefully consider the choice of the professional journal and **not to publish in dubious journals** that show features of poor publishing practice, do not respect publication standards and ethics (e.g. high number of self-citations, poor quality or fictitious peer review, fictitious names of editorial board members, fictitious quality indicators, etc.) (for more information, [see](https://openscience.cuni.cz/OSCI-37.html) for example <https://openscience.cuni.cz/OSCI-37.html>).

5. Method of evaluation and selection of projects

5.1. First level of evaluation

5.1.1. The first phase

- (1) Each project proposal is assigned to two panel members - rapporteurs - for assessment (in the case of interdisciplinary projects, a third rapporteur from the adjacent evaluation panel is also assigned). The Chairperson together with the Vice-Chairperson of the evaluation panel shall appoint the first rapporteur for each project proposal, the second rapporteur being selected at random.
- (2) The rapporteurs will study the project proposal and each independently draw up their own assessment.
- (3) Each of the rapporteurs will independently and objectively evaluate the project verbally and assign it a score of 0-100 according to the criteria for evaluating project proposals via an electronic application.
- (4) Members of the Evaluation Panel may not communicate in any form to other members of the Evaluation Panel information about the project proposals under consideration or their evaluation until three days before the Evaluation Panel meeting, when the evaluations are made public to all members of the Evaluation Panel.
- (5) Three days before the panel meeting, each member of the evaluation panel will have access via an electronic application to all project proposals from his/her evaluation panel, except

for his/her own project proposal and project proposals for which he/she has a conflict of interest.

- (6) Each of the two rapporteurs assigned to a given project proposal will recommend 2-3 suitable foreign opponents for the project proposals.

5.1.2. Panel evaluation in the first phase

- (1) At the evaluation panel meeting, the panel will review the judgments of the individual rapporteurs for each project proposal and assign a score of 0-100 for the panel to the project proposal. Based on a predetermined algorithm, the application will produce a ranking from the highest value (the highest scoring project proposal) to the lowest (the lowest scoring project proposal). From this ranking, the panel discussion produces a list of at least 50% of the lowest ranked proposals from all project proposals considered in the evaluation panel, which are not recommended for the second phase and therefore will not be sent to external external referees for review.
- (2) The Evaluation Panel will also decide, on the basis of the recommendations of the rapporteurs, on the assignment of external foreign referees for the project proposals that will proceed to the second phase of the evaluation.
- (3) The evaluation panel will provide the following materials to the AZV Scientific Council for each project proposal:
 - the minutes and protocol of the evaluation panel's proposal for the elimination of the individual lowest-ranked project proposals, including the reasons for their evaluation;
 - the opinions of two or three rapporteurs;
 - proposals by rapporteurs on foreign opponents.

5.1.3. Evaluation by the Scientific Council of the AZV in the first phase

- (1) Before the meeting, the members of the Scientific Council of the AZV will get acquainted with the minutes of the evaluation panels, the reports of the rapporteurs, the data on the scoring of the project proposals by the rapporteurs and the proposals for external foreign opponents.
- (2) The members of the Scientific Council of the AZV will discuss the proposal of the respective evaluation panels on the evaluation of individual project proposals and recommend a list of project proposals that will proceed to the second phase of the evaluation, and will draw up a report on this.
- (3) The recommendations of the Scientific Council will be taken into account by the Board of the AZV after discussion. The Office will send the selected project proposals recommended for advancement to the second phase of evaluation to external foreign opponents.

5.1.4. The second phase

- (1) Two opinions on the project proposal have been obtained from two foreign opponents. All the opponents recommended by the rapporteurs are contacted simultaneously, with the first two to accept the opponent's recommendation producing the report. For the others, the system is closed. It is not possible to influence which of the approached opponents will accept the offer for evaluation first.
- (2) Prior to the meeting of the evaluation panel, all members of the panel will be familiarised with the following documents for all project proposals that have progressed to the second phase of the evaluation:
 - two evaluations from the evaluation panel, or a third in the case of interdisciplinary projects, the panel's score from the first phase of the evaluation,
 - two reports from foreign opponents.
- (3) The application will be used to rank the project proposals according to the scores from the first phase and the scores of the opponents, which will be discussed at the panel meeting in the second phase.

5.1.5. Panel evaluation in the second phase

- (1) First, the rapporteurs of each project proposal present each project proposal in turn.
- (2) After detailed discussion and justification, the evaluation panel may change the final score for individual project proposals by up to $\pm 20\%$. A prerequisite for applying a correction of between ± 11 and 20% is that one of the assessments is significantly out of line with the others, and this correction must always be duly and substantially justified by the panel. The Panel will always comment verbally on the situation where only one of the assessments is significantly out of line with the others, even if it does not apply a point adjustment.
- (3) Furthermore, a ranking of individual project proposals is created from the highest value (the highest scoring proposal) to the lowest (the lowest scoring project proposal)
- (4) For all project proposals that have progressed to the second evaluation phase, the evaluation panel carries out an economic evaluation of the project proposals.
- (5) **The economic evaluation**, i.e. the evaluation of the proposed eligible costs, considers:
 - a) the reasonableness of the proposed eligible costs in relation to the project design and expected results;
 - b) the level of specification and justification of the individual items of eligible costs;
 - c) the proportion of the funds requested from the provider in the total proposed eligible costs (i.e. the proposed support intensity);
 - d) meeting the scope and definition of eligible costs as required by the TD;

- (6) The evaluation panel will draw up a report in which it will propose to the Scientific Council of the AZV, to accept the proposed project costs, or to accept only part of the proposed costs, including the reason for not accepting this part of the project costs, or propose to exclude the project from the public tender, including the reason for this exclusion.
- (7) In the case of a project proposal with an exceptionally high financial burden, the proposal may be submitted to the Audit Board of the AZV, which will assess the adequacy of the costs planned in the project proposal.
- (8) The course of the meeting is recorded in the minutes, which serve as the basis for the project evaluation protocol.
- (9) At the end of the meeting, the opinion of the evaluation panel and the ranking is entered into the evaluation protocol for each project after it has been accepted by a vote of the evaluation panel members.

5.2. Second level of evaluation

The second level of evaluation takes place at the level of the Scientific Council of the AZV. At this stage, the Scientific Council of the AZV considers the evaluation of the projects by the individual evaluation panels and approves the project proposals, including their economic evaluation and ranking. Furthermore, the Scientific Council will agree on the allocation key. The proposals of the AZV Scientific Council are submitted to the AZV Bureau.

5.3. Third level of evaluation

- (1) On the basis of the proposals of the Scientific Council of the AZV, the AZV Bureau will prepare a proposal for the final decision on the funding of projects for the providers.
- (2) The Provider shall decide on the granting or refusal of grant support in a public tender. In accordance with the law, it may also decide contrary to the recommendation of the provider's expert advisory body (the AZV Scientific Council), provided that it gives reasons for its decision in writing in the minutes and makes it public.
- (3) The Provider shall publish its decision on the evaluation and selection of project proposals for funding on the Provider's website no later than the last day of the evaluation period.
- (4) The provider informs the Applicant of the result of the evaluation of its project proposal by publishing the MoH decision on the outcome of the public tender. Within 30 calendar days of the announcement of the results, the provider shall make the result of the evaluation of all project proposals in the public tender in research, development and innovation available to the public via the ISVP application, including the justification and **provision of anonymised opinions of the rapporteurs and project opponents, the score given by the panel in the**

first phase of the evaluation and its justification, as well as any correction made by the panel in the second phase of the evaluation and its justification.

- (5) If the provider has reduced the proposed amount of eligible costs, the Applicant is informed in writing of the recognised amount and is asked whether he/she will be able to carry out the project with the reduced eligible costs (i.e. with the reduced special-purpose MoH support). If the Applicant refuses, the provider will proceed in the same way as in the case of a non-support contract, i.e. it will approach the Applicant who ranked first among the projects not proposed for support. If the Proposer agrees, it shall be invited to supply the amended information necessary for the conclusion of the contract or the adoption of the decision to support the project in order to meet the deadlines set for the conclusion of the contract or the adoption of the decision to grant support.
- (6) After the beneficiary fulfils the TD and the statutory conditions, the Provider will administratively prepare the Contract or the Decision and will ensure the conclusion of the Contract or the issuance of the Decision within 60 days of the announcement of the results of the public tender (see the IR for details). The condition for the release of support to the beneficiary and to another project participant by way of the beneficiary in a joint project is the submission of data on the project to the Research, Development and Innovation Information System - CEP.
- (7) The Provider shall comply with its statutory information obligations towards the Research, Development and Innovation Council and other relevant administrative authorities.

6. Attachments

Annex 1 - Model support agreement

Annex 2 - Affidavit of the Applicant/co-Applicant - legal entity demonstrating competence

Annex 3 - Affidavit of the Applicant/co-Applicant - natural person to prove eligibility

Annex 4 - Affidavit of the Applicant or co-Applicant based outside the Czech Republic

The objectives of the project, its expected results and the means of verifying their achievement are precisely and bindingly stated in the Project Proposal.

Project registration number: NW26(J)-xx-xxxxxxx

(hereinafter referred to as **the "Project"**)

4. Project start date: **1 May**

Project completion date: **31 December 2028**

Sub-report delivery date: always no later than 15 January of the calendar year immediately following the relevant project year when the obligation to deliver the PPA is established

Date of delivery of the final report: by 31 January of the calendar year following the completion of the Project.

5. Principal Investigator (including all academic titles and academic ranks, if any): xxxxxxxxxxxxxx

(hereinafter referred to as **the "Investigator"**).

6. Level of confidentiality of data according to the provisions of generally binding legal regulations: S - publicly accessible.

II. Total cost of the Project

1. The total amount of eligible costs (according to Section 2(2)(n) of the Act) for the entire duration of the Project is specified in the Project Proposal in Form Part B - according to Article 5.3(7) of the Tender documentation of this Public Tender.

2. The total amount of special purpose support from public funds provided by the Provider (hereinafter referred to as **"Special Purpose Funds"**) for the entire duration of the Project is **CZK xxxxxx**.

3. For each year of the Project, the amount of the special-purpose support from public funds provided by the Provider is:

Year	Amount
2026	xxxxxx CZK
2027	xxxxxx CZK
2028	xxxxxx CZK
2029	xxxxxx CZK
Total	xxxxxx CZK

4. The breakdown of the Assigned Funds for each year of the Project is set out in Annex 1, which forms part of this Agreement.

III. Basic provisions

1. The Provider announced the Public Tender on 13 May 2025, and the rights and obligations of the Provider and the Beneficiary as an applicant during this Public Tender were, in addition to generally binding legal regulations, regulated by the tender documentation of this Public Tender (hereinafter referred to as **the "Tender Documentation"**) and the General Terms and Conditions (hereinafter referred to as the GC). To the extent that the GC and GC are relevant to the performance of this Agreement, the Beneficiary is obliged to comply with them **in the performance of this Agreement**. The Beneficiary shall also oblige the Principal Investigator and the other Participant (who shall oblige the Co-Principal Investigator) to do so. In the event of any conflict between the provisions of this Contract and the TD and the TD, the provisions of this Contract shall prevail. The TD and the TD are available on the Provider's website (www.mzcr.cz) and on the website of the Czech Health Research Council, an organisational unit of the State (www.azvcr.cz). The Beneficiary has submitted a Project Proposal to this Call for Proposals.

2. Based on the results of the Public Tender, the Provider concludes this Agreement with the Beneficiary in order

to regulate mutual rights and obligations in providing support from public funds for the Project, the specification of which is set out in Article I of this Agreement and in the Project Proposal.

IV. Investigator

1. The Principal Investigator identified in Article I, paragraph 5 of this Agreement is responsible to the Beneficiary for the professional level of the Project. The rights and obligations of the Principal Investigator in relation to the Beneficiary shall be governed by a separate contractual relationship between them, unless the Beneficiary is also the Principal Investigator. The rights and obligations of the Investigator in relation to the Provider shall be governed by the provisions of this Contract and the TD and the TD.
2. The Beneficiary is responsible for the fact that the Investigator has been informed about the content of this Contract including all its annexes and amendments, as well as the TD and the TD and that it undertakes to comply with all provisions of generally binding legal regulations, the Contract including all its annexes and amendments and the TD and the TD in relation to the Provider.
3. The Beneficiary hereby assures the Provider that the above-mentioned Investigator is and will be in an employment relationship with the Beneficiary for the entire duration of this Agreement on the basis of an employment contract, unless the Beneficiary - natural person is also the Investigator.

V. eligible costs and public support

1. The Provider has approved as eligible costs those costs that are listed in the Project Proposal (including any reduction in the total amount of special-purpose support requested). By signing this Agreement, the Beneficiary declares that it accepts these changes, if any.
2. The detailed specification of the items of eligible costs and their breakdown is set out in the Project Proposal, in Annex 1 - Schedule of eligible costs and earmarked funds for each year of the Project.
3. The total amount of the Earmarked Funds is set out in Article II(2) of this Agreement.
4. The amount and distribution of public support is set out for each year of the Project in Article II(3) of this Agreement.

VI. Provision of Special Purpose Vehicles

1. For each year of the Project, the Provider shall provide the Beneficiary with the special purpose support for the Project in the amount specified in Article II, paragraph 3 of this Agreement, subject to the conditions, within the time limit and in the manner resulting from the provisions of the TD and this Agreement.
2. If, as a result of the budgetary provisional period, the budget spending is regulated, the Provider is entitled to set a deadline for the provision of the Special Purpose Vehicles to the Beneficiary by written notification. The Provider shall also always be entitled to withdraw from this Agreement in the event of a budgetary adjustment as a result of the budget provisionality.

VII. Participation of other participants

1. If one or more other participants are to be involved in the Project, the participation of the other participants as well as the scope and specification of the participation of each other participant in the Project shall be specified in the Project Proposal. The amount of their support for each year of the Project is set out in Annex 1 - Schedule of eligible costs and Earmarked Funds for each year of the Project.
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 within the time limit, under the terms and conditions and with the formalities according to the TD, VP and this Contract and to deliver the agreement together with all annexes to the Provider within this time limit. The Project Participation Contract must be concluded between the Beneficiary and the additional participant for a definite period of time, at least for the period for which this Contract is concluded between the Beneficiary and the Provider.
3. If the Provider provides support to the Beneficiary including the part of the support intended for the other participant, the content of each Project Participation Agreement concluded between the Beneficiary and the other participant must include a provision that the Beneficiary will provide the other participant with the part of the support intended for him/her within 30 days of the Beneficiary's receipt of this part of the support from the Provider, by transfer to the account of the other participant held with a financial institution, which must be explicitly stated in the Project Participation Agreement. The Beneficiary is obliged to provide the other Participant

within the specified period and in the specified manner with all the funds constituting the part of the support intended for the other Participants and at its disposal.

4. The Beneficiary is obliged to make part of the content of each Project Participation Agreement concluded with another Participant a provision obliging the other Participant to comply with all obligations of the Beneficiary as well as the obligations of the other Participant arising from the provisions of this Agreement and the provisions of the TD and the TD, except for provisions whose nature implies that they cannot apply to the other Participant.
5. The Beneficiary is obliged to make part of the content of each Project Participation Contract concluded with the other participant a provision obliging the other participant to enable the performance of control over the fulfilment of its obligations to the extent and in the manner resulting from this Contract, from the provisions of the TD and the TD, as well as resulting from the provisions of the Project Participation Contract concluded between the Beneficiary and the other participant and generally binding legal regulations, both for the Beneficiary and the Provider (the control rights of the Beneficiary and the Provider towards the other participant are thus identical). Furthermore, the Beneficiary is obliged to make part of the content of each Project Participation Agreement concluded with the other participant a provision obliging the other participant to fulfil the obligations contained in the TD and the TD both towards the Provider and the Beneficiary.
6. The Project Participation Agreement must also include the name, surname (including any academic titles and academic ranks) and date of birth of the other co-principal appointed by the participant.

VIII. Use and management of Special Purpose Vehicles

1. The Beneficiary acknowledges that any funds provided to it by the Provider under this Agreement are subsidies under generally binding legal regulations and are earmarked. The Beneficiary or other Participant shall use such funds exclusively to reimburse the Project's eligible costs under this Agreement incurred by the Beneficiary or other Participant in addressing the Project under the terms and to the extent resulting from this Agreement, the TD, the TD and generally binding legal regulations.
2. The Beneficiary is obliged to manage the provided Special Purpose Funds with due care and diligence, to comply with the obligations set out in this Contract, the Procurement Documentation and generally binding legal regulations (in particular Act No. 218/2000 Coll., on Budgetary Rules and on Amendments to Certain Related Acts (Budgetary Rules), as amended), and is further obliged to follow the Provider's written instructions when managing the provided Special Purpose Funds, without undue delay after receiving them. The Beneficiary shall furthermore oblige any other Participant in a similar manner.
3. If during the course of the Project any facts arise requiring any change in the composition or amount of the Special Purpose Vehicles, the procedure shall be as described in the IR for changes within the Project.
4. The use of the Special Purpose Vehicles and the principles of their management are further governed by the provisions of the TD, the IR and generally binding legal regulations.
5. If the Beneficiary or any other participant violates any obligation related to the management or use of the Special Purpose Vehicles arising from the provisions of generally binding legal regulations or this Contract or the TD and the TD, the Provider is always entitled to withdraw from this Contract. This shall be without prejudice to other consequences of a breach of an obligation arising from generally binding legal regulations, this Agreement or the TD and the TD.

IX. Recording and settlement of support granted

1. The Beneficiary is obliged to keep separate accounting records for the Project (in accordance with generally binding legal regulations governing the keeping of accounting records), which must be kept correctly, completely, conclusively, clearly, in a manner guaranteeing the permanence of accounting records, and in such a way that the Beneficiary can provide credible, up-to-date and verifiable data on the state of management of the Special Purpose Funds at any time upon the Provider's request and also prove these data.
2. A separate and distinct record of all eligible costs must be kept in a separate analytical account within the above accounting records, and a separate and distinct record of the expenditure and costs paid from the Special Purpose Vehicles must be kept within the above accounting records. The records of the management of the Special Purpose Vehicles must therefore be completely separate from the records of any other funds spent on the Project (e.g. funds of the Beneficiary or other participants). For each result claimed, the Beneficiary must declare all sources of public funds with whose support the result was achieved.

3. The Beneficiary shall keep the documents on the project financed from the special purpose support for at least ten years after the termination of this Agreement.
4. For each calendar year of the project, the Beneficiary is obliged to submit, on the basis of its own and another participant's accounting records, an accounting of the Special Purpose Vehicles spent on the project as of the date set by the Provider. At the same time, it shall submit an account of the eligible costs of the project, indicating all sources of their coverage. The eligible costs of the R & D Projects are defined by the Act, the TD and this Contract.
5. If the accounting in the separate analytical records kept for a given Project in a given calendar year (and it is not the last year of the Project) ends with a surplus, i.e. all funds provided to the Beneficiary or another participant for the respective year are not used, the Beneficiary is obliged to inform the Provider about this fact. Unused earmarked funds from a given calendar year (unless they are transferred to the earmarked funds fund by eligible entities - see Section 26 of Act No. 341/2005 Coll., on Public Research Institutions, as amended, and Section 18 of Act No. 111/1998 Coll., on Universities, as amended) may be used by the Beneficiary or another participant in subsequent years of the Project in accordance with the approved Project Proposal, i.e. for the same purpose for which they were approved by the Provider. Changes in the purpose of use of unspent earmarked funds are possible within the scope defined by the TD. At the same time, it is necessary to comply with all the limits set by the TD for a given calendar year. If the Beneficiary (and for the next participant) is not interested in using the unspent earmarked funds in the following years of the Project, it shall inform the Provider and return the unspent funds according to the Provider's instructions
6. Upon completion of the Project, the Beneficiary (and any other participant) is obliged to return all unspent earmarked funds from the Project to the state budget. The conditions for financial settlement of the earmarked support provided shall be determined by the Provider in accordance with the legal regulations
7. Other obligations of the Beneficiary regarding the keeping of accounting records arise from the LOA and generally binding legal regulations.

X. Check

1. The Provider is entitled to carry out at any time control and evaluation of the fulfilment of the Project objectives, including control of the drawdown and use of the support and management of the Special Purpose Vehicles, the effectiveness of the costs recognised under this Agreement, the use of the Project results and the fulfilment of the obligations of the Beneficiary, the Investigator, the other participant and the Co-Investigator, both for the Beneficiary and the other participant.
2. The Beneficiary (as well as the Investigator) and the other Participant (as well as the Co-Investigator) is obliged to allow the Provider to exercise its control rights under this Contract and the TD and to provide the Provider with all necessary or requested cooperation. The Beneficiary shall oblige each additional Participant to submit to the Provider's control to the extent specified in this Article X. and the additional Participant shall similarly oblige each co-sponsor appointed by it.
3. The Provider has the right to carry out an inspection according to this Contract or the TD and the TD at any time during the Project, as well as after its completion. An inspection by the Provider at the Beneficiary or at any other participant shall in no way substitute for an inspection by the territorial financial authorities under generally binding legal regulations.
4. The Beneficiary is obliged to provide only true, complete and undistorted information in the partial reports, the final report or any other documents (notifications, requests, information, etc.) delivered to the Provider. If the Beneficiary breaches this obligation, the Provider shall always be entitled to withdraw from this Contract, without prejudice to the other obligations of the Beneficiary laid down in this case by generally binding legal regulations, this Contract or the TD and the TD.
5. Other rights and obligations of the parties relating to the control result from the provisions of the Contract and the GI.

XI. Project solution procedure

1. The Beneficiary is obliged to start the Project within 60 calendar days from the effective date of this Agreement, in case of a budgetary provisionality within the time limit and in accordance with the procedure under Act No. 218/2000 Coll. on budgetary rules and on amendments to certain related acts (budgetary rules), as amended, and to continue the Project until the date of completion of the Project referred to in Article I, paragraph 4 of this Contract or until the termination of the effectiveness of this Contract, if earlier, in the manner resulting from this

Contract, in particular from its annexes, the TD, the VP and generally binding legal regulations.

2. The Beneficiary and the other participant are obliged to proceed with the Project with professional care, using all the expertise of the Beneficiary, the Project Manager, the other participant and the Co-PI. The Beneficiary shall oblige each other participant to proceed with the Project as described in the preceding sentence.
3. The Beneficiary and other Participant shall be obliged to use the tangible and intangible assets acquired by the Beneficiary from the Special Purpose Vehicles for the Project within the scope and in the manner resulting from this Contract or the Contract and the TD. The Beneficiary is obliged to oblige each other Participant in the manner set out in the preceding sentence.
4. As part of the Project implementation process, the Beneficiary is obliged to submit to the Provider partial reports and the final report within the timeframe, in the manner and with the requisites according to the TD, VP and this Contract.
5. The Beneficiary undertakes to comply with other obligations arising from the provisions of the Contract, the LOI and generally binding legal regulations.
6. The Beneficiary is obliged to complete the Project solution no later than the date of completion of the Project solution specified in Article I, paragraph 4 of this Contract and to document or present the results of the Project solution to the Provider in accordance with the Project Proposal and the relevant provisions of the TD and VP.

XII. Evaluation of the Beneficiary's progress in dealing with the Project

1. On the basis of the results of the Provider's control activities and partial reports, the Provider carries out regular evaluation of the Beneficiary's progress in dealing with the Project, in the manner and according to the criteria specified in the TD and the TD.
2. In the event of any breach of obligations by the Beneficiary or irregularities arising from the project solution or partial report, the Provider, in addition to applying sanctions under this contract, is entitled to specify the amount of support for the next years of the solution in the form of an amendment to this Contract, in accordance with the procedure, within the time limit and under the conditions according to TD and VP.
3. If, at the Provider's discretion, the prerequisites for the continuation of support for the Project are not met, or if the Beneficiary has rejected the draft amendment to this Agreement, the Provider is always entitled to withdraw from this Agreement.

XIII. Evaluation of the results of the completed Project

1. When publishing the results of the Project, the Beneficiary (author/supervisor/co-supervisor/expert collaborator) is obliged to indicate that the Project was carried out with the Provider's support.
2. The method and criteria of evaluation of the completed Project are specified in the TD, VP or on the Provider's website. The evaluation of the completed Project is carried out by the Provider on the basis of the assessment by the evaluation bodies specified in the TD and the TD, on the basis of the final report and the result of the audit activity on the management of the granted special-purpose support. In the overall evaluation of the completed project, the Provider also takes into account the compliance with the conditions of management of the earmarked support granted. Each project is evaluated separately.
3. During the final evaluation of projects after the completion of their solution in accordance with § 13 (4) of the Act, the Provider shall evaluate the achievement of the objectives set out in the Contract, the results achieved by the project, their relationship to the project objectives and provide data on them in the information system for research, experimental development and innovation in accordance with Government Regulation No.397/2009 Coll., on the information system for research, experimental development and innovation.
4. The results of the evaluation of completed projects are published by the Provider on its website for the year in aggregate.
5. The Provider shall carry out a final evaluation of the project in the calendar year following the completion of the project. The Provider establishes the basic categories of the final evaluation of the outcome of the project, which will be submitted in the form of a final report as follows: V = excellent project results (with international importance, etc.), which means that the project objectives and its expected results as specified in the contract for the provision of support have been met, U = succeeded according to the assignment, i.e. U = project objectives and expected results as stated in the grant agreement were met; O = project did not meet the terms of reference,

but the agreement was complied with; S = project did not meet the terms of reference, the penalty provisions of the agreement were complied with.

XIV. Information system for research, experimental development and innovation

1. The Beneficiary is obliged to process data for the Information System for Research, Experimental Development and Innovations (IS VaVaI), part of the Register of Information on Results (RIV) and deliver these 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 all its projects carried out with the Provider's support, which are intended for the IS VaVaI, part of the RIV in accordance with the Act and Government Regulation No. 397/2009 Coll., on the Information System for Research, Experimental Development and Innovation. In the event that it is necessary, according to the Project solution, to document an output, for example a publication or a part thereof, to fulfil the above requirement, the Beneficiary shall do so without delay within the set deadline. In case the output of the solution shows that it is necessary to provide both electronic and written forms for compliance, the Beneficiary is obliged to provide both forms to the Provider.
2. The Beneficiary is obliged to check at least once a year for a period of 5 years from the end of the provision of support that the data submitted to the provider for publication via the information system for research, development and innovation are up to date and to correct them if they have changed.
3. The rights and obligations in transferring and providing data to the R&D&I IS are governed by the provisions of the TD and the relevant generally binding legal regulations.

XV. Withdrawal from the Contract

1. If the Beneficiary or any other entity involved in the Project violates any of its obligations under this Contract or the Contract, the TD or generally binding legal regulations, the Provider is always entitled to withdraw from this Contract.
2. Furthermore, the Provider is always entitled to withdraw from this Agreement if any of the following occurs:
 - a. if this Agreement does not become effective for any reason no later than 60 days after its execution;
 - b. if the Beneficiary loses its eligibility to implement the Project resulting from generally binding legal regulations and TD and VP, in particular if the Beneficiary ceases to be authorised to implement the Project as required by a specific legal regulation or if the Beneficiary enters liquidation or a petition is filed to open insolvency proceedings against the Beneficiary;
 - c. if the Beneficiary - a legal entity is dissolved without liquidation (e.g. in case of conversion of a legal entity according to the relevant legislation) or if the rights or obligations of the Beneficiary under this Agreement should be assumed by any other entity on the basis of any legal fact;
 - d. if, at any time after the execution of this Agreement, it becomes known that the Beneficiary, the Investigator, other Participant or Co-Sponsored Entity has in any way participated or is participating or is to participate in any project with the same or similar issues as the Project, and such project has received, is receiving or will receive support from another source, or it becomes known that the Beneficiary, the Investigator, other Participant or Co-Sponsored Entity must have been aware of the existence of such project prior to the submission of the Project Proposal without having participated in such project itself;
 - e. if, at any time after the conclusion of this Agreement, it becomes apparent that the Beneficiary has provided false, incomplete or misrepresented information in the Project Proposal or has submitted a Project Proposal prepared in violation of the TD and the TD;
 - f. if, at any time after the conclusion of this Agreement, it becomes apparent that the Project Proposal did not have the proper requisites in accordance with the relevant provisions of the Contract and the TD;
 - g. if, at any time after the conclusion of this Agreement, it becomes apparent that the Beneficiary has failed to comply with any of its information obligations under this Agreement, the PO, the GI or generally binding legal regulations in a proper or timely manner;
 - h. if at any time after the execution of this Agreement it becomes apparent that the Beneficiary has not met the eligibility requirements for the Project;
 - i. if, at any time after the execution of this Agreement, any of the statements or confirmations of the Beneficiary (Proposer) or the Investigator (Proponent) in the Project Proposal are found to be false;

- j. if, at any time after the execution of this Agreement, any of the statements, representations or warranties of the Beneficiary contained in this Agreement are found to be false;
 - k. if a project outcome is claimed as a result that is not related to the project topic at all
3. Furthermore, the Provider is entitled to withdraw from this Contract in cases where this entitlement of the Provider is specified in the individual provisions of this Contract or TD, VP or when it results from generally binding legal regulations.
 4. Withdrawal from this Agreement must be in writing and delivered to the other party. This Agreement shall terminate upon withdrawal from this Agreement when the written expression of the Party's intention to withdraw from this Agreement is delivered to the other Party.
 5. If the Provider withdraws from this Contract for any reason, any other obligations of the Beneficiary provided for this case by generally binding legal regulations, this Contract or the TD and the TD shall not be affected. In particular, the withdrawal from this Contract shall be without prejudice to any penalties, claims for contractual fines, interest for late payment or claims for damages arising out of or under this Contract.
 6. In the event of the liquidation of the Beneficiary, the Beneficiary is obliged to return to the Provider the unused funds from the earmarked support and to hand over to the Provider an inventory of all tangible and intangible assets that have an independent economic purpose and whose entry price is higher than CZK 40,000 (or CZK 80,000 according to the amendment to Act No.586/1992 Coll, on income taxes, valid as of 1.1.2021), or CZK 60 000,- and an operational and technical function longer than one year, acquired from special-purpose support. The provider will decide on the further use of this property. The beneficiary's right to dispose of the above-mentioned property is limited by the prior written consent of the Provider.

XVI. Penalties for breach of Contract

1. The Provider shall be entitled to apply sanctions against the Beneficiary in the event of a breach of the obligations under this Agreement by the Beneficiary or another participant.
2. If the Beneficiary/Other Participant breaches any of the following obligations:
 - a. the obligation to use the Assigned Funds exclusively for the stated purpose as set forth in Article VIII, paragraph 1, second sentence of this Agreement,
 - b. the obligation to provide only true, complete and undistorted information in the partial reports, final report or any other documents (notifications, requests, information, etc.) delivered to the Provider as set out in Article X. paragraph 4, first sentence of this Contract,
 - c. any of its obligations set out in the Contract, the PO and this Contract,
 - d. the obligation to deliver to the Provider, in due and timely manner, true and complete information on the use of the allocated Special Purpose Funds for the Project dealt with by the Beneficiary in the previous calendar year in the prescribed manner and within the time limit specified in Article IX, paragraph 4 of this Agreement,
 - e. to duly and timely submit to the Provider a partial report with the specified particulars and in the specified manner,
 - f. to submit the final report to the Provider in due and timely manner and with the specified particulars,
 - g. to process the data for the Research, Experimental Development and Innovation Information System in a proper and timely manner and to deliver the data to the Provider,

it constitutes a breach of the conditions under which the funds were granted and therefore an unjustified use of State budget funds within the meaning of Section 3(e) of the Financial Regulation. In such a case, it constitutes a breach of budgetary discipline under Section 44 of the Budgetary Rules and the Beneficiary is obliged to proceed in accordance with Section 44a of the Budgetary Rules. Furthermore, the Provider shall be entitled to impose a contractual penalty of up to 1% of the amount specified in Article II, paragraph 2 of this Contract for each individual case of breach of the obligation referred to in points a) - d) of paragraph 2 of this Article. And for violation of the obligation referred to in points e) - g) of paragraph 2 of this Article of the Contract, a contractual penalty of CZK 500,- (five hundred Czech crowns) for each calendar day of delay in fulfilling the given obligation. The Beneficiary is obliged to pay the contractual penalty within 15 days from the date of receipt of the letter of reproach and the notice to pay the contractual penalty.

3. In the event that during the control of the implementation of this Agreement (in the form of a partial or final project report, control of the Beneficiary/other participant, public financial control, etc.), the Provider finds that the information communicated by the Beneficiary and expressing the conditions to which the Provider attaches the granting of the special purpose support is incomplete or untrue, the Provider is entitled to initiate proceedings for withdrawal of the special purpose support and to impose the repayment of the special purpose support or part thereof already granted to the Beneficiary (see Section 15(1) and (3) of the Budget Rules).
4. In case the Provider finds that the Beneficiary/other participant has violated other provisions of this Contract (other conditions of the grant) or the Conditions of Grant, the Provider may withdraw from this Contract, decide to stop the provision of the special purpose support or impose on the Beneficiary (and on behalf of the other participant) the repayment of the unjustified special purpose support. A breach under the preceding sentence of this paragraph shall mean, in particular, failure to meet the schedule or deliverables or any of the objectives set out in the Project Proposal, or any other reason on the part of the Beneficiary that affects the performance of this Agreement (i.e., death of the Principal Investigator, termination of his/her employment relationship with the Beneficiary).
5. If the Beneficiary fails to fulfil any of its monetary obligations arising from this Contract or the Contract and the TD (in particular the obligation to reimburse the unspent funds) towards the Provider properly or on time, it is obliged to pay to the Provider a contractual penalty of 0.01% of the amount due for each day of delay in fulfilling the obligation, as well as interest on late payment at the statutory rate.
6. If the Beneficiary breaches any of its obligations under this Agreement, the Provider shall be entitled to suspend the provision of support under this Agreement without further delay until the Beneficiary remedies the defective condition and takes such measures as will ensure that the Provider does not commit any further breaches.
7. In the case of a final evaluation of a completed project in category "S" according to Article XIII, paragraph 5, the Provider is entitled to request the Beneficiary to reimburse the subsidy according to the degree of non-fulfillment of the assignment, up to 100% of the earmarked support used for the entire project period. The amount of the repayment of the special-purpose support will be assessed individually on the proposal of the expert bodies of the Czech Health Research Council. In the event that the obligation to repay the special-purpose support is imposed, the Beneficiary shall be obliged to return the special-purpose support (or part thereof) to the state budget upon the Provider's written request, no later than within 30 days from the date of receipt of the request.

XVII. Rights to the results of the Project

1. All rights to the results of the Project belong to the Beneficiary. The rights of the authors and originators of the results and the owners of the protective rights to them are regulated by specific generally binding legal regulations.
2. For the use of the results, the following applies
 - a. if the beneficiary is a research organisation or research infrastructure operator and has exclusive rights to a result fully funded by public funds, the exploitation of the results is possible in particular through teaching, public dissemination of the research results on a non-exclusive and non-discriminatory basis or knowledge transfer
 - b. if the Beneficiary of the earmarked project support is an enterprise together with a research organisation or research infrastructure operator, then the results of (1) this cooperation, which cannot be protected under the laws governing the protection of the results of copyright, inventive or similar creative activity, may be freely disseminated and the rights to the results resulting from the activities of the research organisation or research infrastructure belong fully to these Beneficiaries, or (2) any rights to the results of the project, as well as the related access rights, shall accrue to all collaborating entities to the extent appropriate to the extent of their participation in the project; or (3) the research organisation or research infrastructure operator shall be compensated by the collaborating enterprise at market prices for the rights to the project results arising from their activities which are assigned to the collaborating enterprise or to which the latter has acquired access rights.
3. The Beneficiary is obliged to ensure the management of research data collected or generated during the project and to provide information on the availability and dissemination of research results and research data in accordance with the principle that research results and research data are not made public only in justified cases
4. The Beneficiary is obliged to submit to the Provider a plan for putting the achieved results into practice (the so-called implementation plan) no later than the final project report. The details of the implementation plan shall be

published by the Provider on its website together with the instructions to the final project report.

5. The beneficiary is obliged to make the results of the project available to all interested parties on equal terms, by publishing them in the professional press and by giving lectures within six months of the end of the project. In the event of non-compliance with this condition, the project may be awarded a final rating of 'S' with all the ensuing consequences.

XVIII. Dispute resolution, general and final provisions

1. Any disputes between the parties to this Contract arising under or in connection with this Contract shall be settled, in the absence of agreement between the parties, by the competent court of the Czech Republic, unless otherwise provided by law.
2. Terms used in the text of this Agreement shall have the same meaning as similar terms used and defined in the TO and the PO, except for terms expressly defined in the text of this Agreement.
3. This Contract, all rights and obligations of the parties under this Contract, as well as all relations between the parties to this Contract based on or related to this Contract shall be governed by the legal order of the Czech Republic and, within its framework, in particular by the Act, Act No. 89/2012 Coll., the Civil Code and Act No. 218/2000 Coll., on budgetary rules and on amendments to certain related acts (budgetary rules), as amended.
4. Any changes that are material to the fulfilment of the conditions under which the Beneficiary has been granted support under this Agreement must be notified in writing by the Beneficiary to the Provider within 7 days of becoming aware of their occurrence.
5. The Beneficiary shall not be entitled to set off against any claims of the Provider arising out of or under this Agreement any of its claims against the Provider. The Beneficiary shall not assign any claim against the Provider arising under or in connection with this Agreement without the prior written consent of the Provider.
6. Neither withdrawal from this Agreement nor the parties' agreement to terminate this Agreement (unless otherwise specified) shall affect any right to claim penalties under this Agreement or damages under this Agreement.
7. The Beneficiary undertakes to ensure that the Principals are remunerated in accordance with Act No. 262/2006 Coll., the Labour Code, as amended, and Government Regulation No. 341/2017 Coll., on salary ratios of employees in public services and administration, as amended. The use of other personal expenses (OPE) in contributory organisations and other payments for work performed in the organisational units of the State is carried out in accordance with the applicable regulations, in particular in accordance with the Labour Code.
8. The use of special-purpose support for business trips on the part of the Beneficiary and another participant, which may be related only to the project solution, or to the active presentation of the results of the project solution, research or scientific activities carried out within the approved project, is subject to the approval of the Provider. Work trips of the Beneficiary/other participant of the special purpose support may be allowed on the basis of the opinion (recommendation) of the Project Manager. Work trips undertaken for the purpose of participating in professional conferences and seminars (domestic and foreign) must be specified in the Project Proposal or, at the latest, in the Sub-project Report or Final Project Report and must be approved by the Provider.
9. The project, the method of its solution and its expected results are not classified information within the meaning of Act No. 412/2005 Coll., on the protection of classified information and security competence, as amended.
10. The following annexes form an integral part of this Agreement:
 - a. Approved project proposal (including any reduction in the total amount of earmarked support required) - available in the Application at <http://eregpublic.ksrzis.cz/>
 - b. Terms and conditions of the project - Annex No. 8 TD - available on the website of the provider or the Czech Health Research Council
 - c. Annex No. 1 - Breakdown of eligible costs and Earmarked Funds for each year of the Project
11. The invalidity of any provision of this Agreement shall not affect the validity of this Agreement as a whole or the validity of any other part of this Agreement.
12. If this Agreement is to be executed in paper form, it shall be executed in two (2) counterparts, one (1) copy to be given to each party.

XIX. Validity, Effectiveness, Form, Duration and Amendments to the Contract

1. This Agreement shall come into force on the date of its signing by the last party.
2. The effectiveness of this Contract is subject to a condition precedent, which is that the Beneficiary has duly demonstrated to the Provider its eligibility for the Project within the meaning of the relevant generally binding legal regulations and the TDs and TDs. This Contract shall become effective upon fulfilment of this condition precedent.
3. The Beneficiary declares that he/she is aware of the fact that the Provider is an obliged person within the meaning of Act No. 106/1999 Coll., on free access to information, as amended, and is thus obliged to make available all information about this Contract and the legal relationship based on it that is not excluded from disclosure by law, and expressly acknowledges that this Contract will be published by the Provider in the Register of Contracts pursuant to Act No. 340/2015 Coll, on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (hereinafter referred to as the Register of Contracts Act), as amended.
4. This Agreement shall enter into force on the date of its publication in the Register of Contracts pursuant to the Act on the Register of Contracts, subject to the condition precedent under paragraph 2 of this Article.
5. This Contract is concluded between the Parties for a definite period of time, namely for the duration of the Project, including the period of 180 days from the date of completion of the Project referred to in Article I, paragraph 4 of this Contract, necessary for the evaluation of the Project pursuant to Article XIII. The Contract and a maximum period of 10 years for the evaluation of the results of the Project, including the financial settlement of the support provided in accordance with the budgetary rules. The validity and effectiveness of the Contract may be extended.
6. Any changes or additions to this Agreement may be made only under the terms and in the manner specified in the Specification for Changes to the Project Solution, and in principle, unless otherwise provided for in the Contract Documents or a generally binding legal regulation, in writing by means of numbered addenda. No other form of amendment to this Contract shall be permitted.
7. The parties declare that this contract has been made according to their true and free will, that they have read the contract, that they agree with its contents and that they have affixed their handwritten signatures to prove it.

For the Provider

For the Beneficiary¹⁾

In Prague on

Indne.....

.....

.....

Czech Republic - Ministry of Health

¹⁾ In the case of the Beneficiary - a legal entity or an organisational unit of the state or a self-governing territorial unit, please also indicate the name, surname and function of the person(s) acting.

Annex No. 1 - Breakdown of eligible costs and Earmarked Funds for each year of the Project

1st year

For the **first year of the** Project, the Recognized Costs and Special Purpose Vehicles to be provided by the Provider to the Beneficiary:

Beneficiary:	xxxxxxxx	ID:	Xxxxxx
Investigator:	xxxxxxxx	born:	Xxxxxx
Other operating costs:		xxxx CZK	
Cost of fixed assets:		xxxx CZK	

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Personal costs:	xxxx CZK
Total costs:	xxxx CZK
Of which the provider's subsidy:	xxxx CZK

Of this amount, the Beneficiary shall transfer to other Participants, unless they are a governmental unit, the portion of the special-purpose Funds set forth below. The Provider shall transfer the funds to the other Participants - organisational units of the State - by means of a budgetary measure and the amount transferred to the Beneficiary shall be reduced by this part.

Co-Beneficiary:	xxxxxxxx	ID:	Xxxxxx
Co-principal investigator:	xxxxxxxx	born:	Xxxxxx
Other operating costs:	xxxx CZK		
Cost of fixed assets:	xxxx CZK		
Personal costs:	xxxx CZK		
Total costs:	xxxx CZK		
Of which the provider's subsidy:	xxxx CZK		

2nd year

For the **second year of the** Project, the Recognized Costs and Special Purpose Funds to be provided by the Provider to the Beneficiary:

Beneficiary:	xxxxxxxx	ID:	Xxxxxx
Investigator:	xxxxxxxx	born:	Xxxxxx
Other operating costs:	xxxx CZK		
Cost of fixed assets:	xxxx CZK		
Personal costs:	xxxx CZK		
Total costs:	xxxx CZK		
Of which the provider's subsidy:	xxxx CZK		

Of this amount, the Beneficiary shall transfer to other Participants, unless they are a governmental unit, the portion of the special-purpose Funds set forth below. The Provider shall transfer the funds to the other Participants - organisational units of the State - by means of a budgetary measure and the amount transferred to the Beneficiary shall be reduced by this part.

Co-Beneficiary:	xxxxxxxx	ID:	Xxxxxx
Co-principal investigator:	xxxxxxxx	born:	Xxxxxx
Other operating costs:	xxxx CZK		
Cost of fixed assets:	xxxx CZK		
Personal costs:	xxxx CZK		
Total costs:	xxxx CZK		
Of which the provider's subsidy:	xxxx CZK		

3rd year

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For the **third year of the** Project, the Recognized Costs and Special Purpose Funds to be provided by the Provider to the Beneficiary:

Beneficiary:	xxxxxxx	ID:	Xxxxxx
Investigator:	xxxxxxx	born:	Xxxxxx
Other operating costs:		xxxx CZK	
Cost of fixed assets:		xxxx CZK	
Personal costs:		xxxx CZK	
Total costs:		xxxx CZK	
Of which the provider's subsidy:		xxxx CZK	

Of this amount, the Beneficiary shall transfer to other Participants, unless they are a governmental unit, the portion of the special-purpose Funds set forth below. The Provider shall transfer the funds to the other Participants - organisational units of the State - by means of a budgetary measure and the amount transferred to the Beneficiary shall be reduced by this part.

Co-Beneficiary:	xxxxxxx	ID:	Xxxxxx
Co-principal investigator:	xxxxxxx	born:	Xxxxxx
Other operating costs:		xxxx CZK	
Cost of fixed assets:		xxxx CZK	
Personal costs:		xxxx CZK	
Total costs:		xxxx CZK	
Of which the provider's subsidy:		xxxx CZK	

4th year

For the **fourth year of the** Project, the Recognized Costs and Special Purpose Funds to be provided by the Provider to the Beneficiary:

Beneficiary:	xxxxxxx	ID:	Xxxxxx
Investigator:	xxxxxxx	born:	Xxxxxx
Other operating costs:		xxxx CZK	
Cost of fixed assets:		xxxx CZK	
Personal costs:		xxxx CZK	
Total costs:		xxxx CZK	
Of which the provider's subsidy:		xxxx CZK	

Of this amount, the Beneficiary shall transfer to other Participants, unless they are a governmental unit, the portion of the special-purpose Funds set forth below. The Provider shall transfer the funds to the other Participants - organisational units of the State - by means of a budgetary measure and the amount transferred to the Beneficiary shall be reduced by this part.

Co-Beneficiary:	xxxxxxx	ID:	Xxxxxx
Co-principal investigator:	xxxxxxx	born:	Xxxxxx
Other operating costs:		xxxx CZK	

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Cost of fixed assets:	xxxx CZK
Personal costs:	xxxx CZK
Total costs:	xxxx CZK
Of which the provider's subsidy:	xxxx CZK

End of Annex 1

Annex 2 - Affidavit of the Applicant/co-Applicant - legal entity to demonstrate eligibility

I. Applicant/co-Applicant:

business name or name of the Applicant/co-Applicant ¹⁾:

the seat of the Applicant/co-Applicant ¹⁾:

ID number of the Applicant/co-Applicant ¹⁾:

registered in the commercial register kept at ^{1), 2)}, in section, insert

is represented by all persons who form the statutory body of the Applicant/co-Applicant or are members of the statutory body of the Applicant/co-Applicant (listed in Section III of this declaration) (hereinafter referred to as 'Applicant/co-Applicant').

Type of entity of the Applicant/co-Applicant in terms of CEP

Type of entity of the Applicant/co-Applicant in terms of CEDR

II. Affidavit of the Applicant/co-Applicant

Pursuant to Section 18(2)(c) to (f), (h) and (i) of Act No. 130/2002 Coll., on Support for Research, Experimental Development and Innovation from Public Funds and on Amendments to Certain Related Acts (Act on support for research, experimental development and innovation) (hereinafter referred to as the Act),

solemnly declares that:

- is not in liquidation and its bankruptcy or threatened bankruptcy is not resolved in insolvency proceedings,
- has settled its payable obligations in relation to the state budget or the budget of the local self-government unit and other payable obligations towards the state, the state fund, the health insurance company or the Czech Social Security Administration,
- has not been finally convicted of a criminal offence the substance of which is related to the subject of the business (activity), or of an economic offence, or of an offence against property, or is regarded as such by law
- has not been disciplined in the last three years according to special legal regulations governing the performance of professional activities, if these activities are related to the subject of the public tender in research, experimental development and innovation,
- is a legal person which is not a firm in difficulty under directly applicable European Union law,
- a recovery order has not been issued against him following a decision of the European Commission under a directly applicable European Union regulation.

III. Persons forming the statutory body of the Applicant/co-Applicant (or being a member of the statutory body of the Applicant or co-Applicant):

name and surname, function ¹⁾: born. . ¹⁾: residence¹⁾:

.....
.....
.....
.....

(In the event of insufficient space, please provide the relevant details of the additional persons on a separate sheet clearly marked as an annex to the affidavit.)

IV. Affidavit of the persons who form the statutory body of the Applicant/co-Applicant or are members of the statutory body of the Applicant/co-Applicant:

The persons named above in Section III of this affidavit are hereby, pursuant to Section 18(4)(b) of

do solemnly declare that

- none of these persons has been disciplined in the last three years under the special legislation governing the exercise of professional activities, if these activities are related to the subject of the tender in research, development and innovation,
- none of these persons has been convicted of a criminal offence the substance of which is related to the business (activity) or an economic offence or an offence against property, or is regarded as such under the law,
- none of these persons is in an employment or other similar relationship with the legal person entrusted with the organisation of the public tender in research, experimental development and innovation pursuant to Section 23(2) of the Act 130/2002 Coll.

The persons named above in Section III of this affidavit hereby declare on oath that the information given in this document is true and correct. They are fully aware that if they make false statements they will face all the legal consequences arising therefrom.

V. Affidavit of the Applicant/co-Applicant on the project proposal as a grant application under the budgetary rules

The Applicant hereby declares on his/her honour that the information provided below (in points VI to VIII of this declaration), as stipulated in Section 14(3)(e) of Act No. 218/2000 Coll., on budgetary rules and on amendments to certain related acts (budgetary rules), (hereinafter referred to as the budgetary rules), is true and complete.

VI. Identification of all persons acting on behalf of the Applicant, indicating whether they are acting as its statutory body or acting under a power of attorney (Article 14(3)(e)(1) of the Financial Regulation:

title, name, surname:

permanent residence:

acting: a) as its statutory body b) on the basis of a power of attorney³⁾

VII. Identification of persons pursuant to Article 14(3)(e)(2) of the Financial Regulation:

Name, Surname/Legal Person¹⁾:

Residence (¹⁾):

Date of birth/Number ¹⁾:

VIII. Identification of the persons in which the legal entity which is a Applicant or co-Applicant has a shareholding and the amount of that shareholding (Article 14(3)(e)(3) of the Financial Regulation) ⁴⁾:

Legal entity ¹⁾:

seat ¹⁾:

ID NUMBER ¹⁾:

Amount of shareholding in this legal entity:.....

(In the event of insufficient space, please provide the relevant details of the additional persons on a separate sheet clearly marked as an annex to the affidavit.)

¹⁾ Fill in the data on a computer, by machine or in block letters.

²⁾ To be completed if the Applicant/co-Applicant is registered in the Commercial Register.

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3) *Cross out/delete what is not applicable*

4) *To be filled in by all Applicants except those who are a state organisational unit and a state-funded organisation.*

Annex 3 - Affidavit of the Applicant/co-Applicant - natural person to prove eligibility

Applicant/co-Applicant:

the name and surname of the Applicant/co-Applicant ¹⁾:

residence of the Applicant/co-Applicant ¹⁾:

born of Applicant/co-Applicant ¹⁾:

place of business of the Applicant/co-Applicant ^{1), 2)}:

Applicant's/co-Applicant's registration number ^{1), 2)}:

(hereinafter referred to as the '**Applicant** or **co-Applicant**')

pursuant to the provisions of Section 18 (2) (c) to (i) of Act No. 130/2002 Coll., on support for research, experimental development and innovation from public funds and on amendments to certain related acts (Act on support for research, experimental development and innovation), as amended,

solemnly declares that:

- is not in liquidation and its bankruptcy or threatened bankruptcy is not resolved in insolvency proceedings,
- has settled its payable obligations in relation to the state budget or the budget of the local self-government unit and other payable obligations towards the state, the state fund, the health insurance company or the Czech Social Security Administration,
- has not been finally convicted of a criminal offence the substance of which is related to the Applicant's business, or of an economic offence or an offence against property, or is deemed to be so convicted by law,
- has not been disciplined in the last three years under special legislation governing the performance of professional activities, if such activities are related to the subject of the public tender in research, experimental development and innovation,
- is not in an employment or other similar relationship with the legal entity entrusted with organising the public tender in research, experimental development and innovation pursuant to Section 23 (2) of the Act
- is a natural person who is not an **enterprise** in difficulty under directly applicable European Union legislation
- a recovery order has not been issued against him following a decision of the European Commission in accordance with a directly applicable regulation of the European Union

I hereby solemnly declare that the information given in this document is true and correct. I am fully aware that, that if I provide false information, I will face all legal consequences.

¹⁾ Fill in the data on a computer, by machine or in block letters.

²⁾To be filled in if the Applicant or co-Applicant is an entrepreneur within the meaning of Act No.455/1991 Coll., on trade business (Trade Licensing Act), as amended.

Annex 4 - Sample affidavit for proving the eligibility of a Applicant/co-Applicant based outside the Czech Republic

Affidavit of the Applicant or co-Applicant - natural person with registered office outside the Czech Republic on proof of eligibility

Applicant/co-Applicant:

name and surname of the Applicant/co-Applicant¹⁾:

residence of the Applicant/co-Applicant¹⁾:

date of birth of the Applicant/co-Applicant¹⁾:

place of business of the Applicant/co-Applicant^{1), 2)}:

Applicant's/co-Applicant's ID number^{1), 2)}:

(hereinafter referred to as the '**Applicant/co-Applicant**')¹⁾

hereby, pursuant to the provisions of § 18 paragraph (2) of Act No. 130/2002 Coll., on the promotion of research, experimental development and innovations from public funds and amending certain related acts (Act on support for research, experimental development and innovations), as amended,

solemnly declares that:

- has the appropriate authorisation to operate, if required by a specific regulation
- is not in liquidation and its bankruptcy or threatened bankruptcy is not resolved in insolvency proceedings,
- has settled its payable obligations in relation to the state budget or the budget of the local self-government unit and other payable obligations towards the state, the state fund, the health insurance company or the Czech Social Security Administration,
- has not been finally convicted of, or is deemed by law to have been convicted of, a criminal offence the gravamen of which relates to the business of the Applicant or co-Applicant or of an economic offence or an offence against property,
- has not been disciplined in the last three years under special legislation governing the performance of professional activities, if such activities are related to the subject of the public tender in research, experimental development and innovation,
- is a natural person who is not an **enterprise** in difficulty under directly applicable European Union law,
- a recovery order has not been issued against him following a decision of the European Commission in accordance with a directly applicable regulation of the European Union

I hereby solemnly declare that the information given in this document is true and correct. I am fully aware that if I provide false information, I will face all legal consequences.

In on⁽¹⁾

.....
signature of the Applicant/co-Applicant

¹⁾ Fill in the data on a computer, by machine or in block letters.

Tender Documentation For the 3rd Public Tender in Research, Experimental Development and Innovation of the Programme for the Support of Applied Health Research for the Years 2024 – 2030

⁽²⁾To be filled in if the Applicant or co-Applicant is an entrepreneur within the meaning of Act No.455/1991 Coll., on trade business (Trade Licensing Act), as amended.

IV. Affidavit of the persons who form the statutory body of the Applicant/co-Applicant or are members of the statutory body of the Applicant/co-Applicant:

The persons named above in Section III of this affidavit are hereby, pursuant to Section 18(2) of

do solemnly declare that

- none of these persons has been disciplined in the last three years under the special legislation governing the exercise of professional activities, if these activities are related to the subject of the tender in research, development and innovation,
- none of these persons has been finally convicted of an offence the facts of which are related to related to the subject matter of the business (activity) or for an economic crime or a crime against property, or are deemed to be so by law.

The persons named above in Section III of this affidavit hereby declare on oath that the information given in this document is true and correct. They are fully aware that if they make false statements they will face all the legal consequences arising therefrom.

In on⁽¹⁾

.....
signatures of **all** persons forming the statutory body of the Applicant/co-Applicant
or **all** members of the statutory body of the Applicant/co-Applicant

¹⁾ Fill in the data on a computer, by machine or in block letters.

²⁾ To be completed if the Applicant or co-Applicant is registered in the Commercial Register.