

# Attachment No. 2

## The guide for the Partner SASPRO 2 Programme

October 2021



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## 1. Definition of terms

For the purposes of the present Guide the following terms being defined in the Contract about financial means, having the definitions below:

- a) **Confidential information** – Data, documents or other material stated in the part 10.1 herein the Guide.
- b) **Provider** – Research Executive agency (REA).
- c) **SAS** – The Slovak Academy of Sciences.
- d) **Grant Agreement** – Agreement between the Provider and SAS the purpose of which is implementation of SASPRO 2 Programme on the basis of the Grant No. 945478.
- e) **Partner** – The Partners of SASPRO 2 Programme are two entities, The Slovak Technical University (STU) and Comenius University in Bratislava (CU).
- f) **Contract on provision of financial funds to co-finance Project within SASPRO 2 Programme (hereinafter refers as „Contract on provision of financial funds“)** – The Contract concluded between SAS and the Partner the purpose of which is Project implementation of Visiting researcher within the SASPRO 2 Programme.
- g) **Project** – scientific-research Project of Visiting researcher being carried out in the Partner's organisation within SASPRO 2 Programme.
- h) **Visiting researcher**– a person, who has fulfilled formal and contents matters being set by SASPRO 2 Programme and his/her Project has been selected and approved to be financed, and who shall be employed within the Partner's organisation.
- i) **Scientist in charge of Project** – a main researcher or a head of team accountable for Project implementation, in which a Visiting researcher participates. The person is written in the scientific part of the Project which shall form a part of Contract on provision of financial funds.
- j) **Authorised representative for SAS**– a person, who is entitled to act on behalf of SAS as its statutory representative or a person who is authorized as proxy to act on behalf of the SAS in relation with the SASPRO 2 Programme or entrusted by the SAS's statutory representative; this person is listed in the Contract on provision of financial funds - Funding agreement.
- k) **Authorised representative for Partner**– a person, who is entitled to act on behalf of Partner as its statutory representative or a person who is authorized as proxy to act on behalf of the Partner in relation with the SASPRO 2 Programme or entrusted by the Partner's statutory representative; this person is listed in the Contract on provision of financial funds - Funding agreement.
- l) **Employment contract** – an employment contract concluded in the valid wording of Labour Act No.311/2001 between the Partner and a Visiting researcher.

- m) **Living Allowance** – financial resources serving as contribution for a partial or entire coverage of salary expenses for visiting researcher on the basis of the employment contract between the Partner and Visiting researcher, including mandatory deductions from this salary and mandatory payments for social and health insurance paid by the Partner being the Employer. The highest acceptable amount of the living allowance is stated in the Contract on provision of financial funds and in the Project scientific part.
- n) **Mobility Allowance** – the financial resources serving as a contribution for partial or entire cost coverage relating to mobility of Visiting researcher, mainly cost related to his/her relocation and/or relocation of his/her family, expenses for family member visits, etc. This allowance is disbursed to the Visiting researcher as a part of his/her salary therefore it is being deducted and taxable the same way as the Living Allowance according to the valid legislation. The highest acceptable amount of the Mobility is stated in the Contract on provision of financial funds resources and in the Project scientific part.
- o) **Overheads** - The financial resources determined to finance expenses which can be identified and justified that were incurred directly with direct eligible Project costs. These are mainly expenses related to the infrastructure as renting cost, buildings and equipment depreciation, water, gas and power supply costs, maintenance, cost, insurance, communication services costs, and horizontal costs including administrative and financial management, human resources, trainings, etc.
- p) **Research Costs Contribution** – The financial resources serving as a contribution for expenses related to the participation of the Visiting researcher into researching activities, mainly expenses relating to purchase consumables and equipment necessary for the Project implementation, expenses for conferences participation and training educational courses, fees for scientific magazines, etc. Only those expenses will be reimbursed which are specified in the Project budget which is a part of Project scientific part. The highest acceptable research contribution is stated in the Contract on provision of financial funds and in the Project scientific part.
- q) **Project publicity** - Any release of Project information or its part, i.e. publishing on the Internet, printed materials, audio-visual material, communication with media, public relations events, cultural events, trade fairs and exhibitions, conferences, press conferences, seminars, workshops and other relevant events associated with the Project implementation.
- r) **Access rights** – Licenses and user copyrights to use new knowledge or existing knowledge.
- s) **Background** – Information that SAS, Partner or Visiting researcher had prior to signature of the Contract on provision of financial funds resources, as well as copyrights and/or other intellectual property rights relating to those pieces of information, if the request for their protection was submitted prior to signature of the Contract on provision of financial funds resources and which are necessary for the Project implementation or the use of new knowledge.
- t) **Foreground** – Results, mainly the information which originated within the Project, regardless whether they may be subject to legal copyright protection or not. Those results include mainly the copyrights relating to author's works, industrial designs, patents and inventions, copyright and patents to use variety of plants or similar forms of legal protection.

- u) **Dissemination** - Making the foreground accessible in any manner except for their accessibility within formalities necessary to protect the foreground information. Foreground dissemination means mainly their release in any kind of media.
- v) **New knowledge using** - direct or indirect use of new knowledge in research activities other than research activities in the framework of a Research Project or for development, creation or offer/provision of a product or service.
- w) **Secondment** – if the nature of the Project allows, it is recommended that the Visiting researcher selects a company from the database of companies provided by the Partner during the negotiation process, the Partner will supervise the connection of the Project with the application sphere during the Project implementation.
- x) **Change of the Project** - a change of the Project means any change compared to the specifications of the Project and the conditions of its implementation. Changes to the Project that may be minor and major are defined in Art. VI Contracts for the provision of funds.

## **2. General provisions**

2.1 This Guide is intended for Partner and Visiting researchers who have complied with the formal and contents requirements specified in the call for proposals under the SASPRO 2 Programme and respective documents and their Project has been selected and approved for funding.

2.2 The Project shall be carried out within the scientific organisations of the Partners, excluding business trips of visiting researcher.

2.3 During the Project implementation and also after its completion the Partner is rightful to communicate with SAS and has rights to send enquiries, requests and suggestions related to the carried out or completed Project.

2.4 The Partner shall provide implementation of bound regulations being set herein in the Guide within the frame of Project and as well as within all scientific Projects of Visiting researchers, whose Project has been selected and approved for financing.

### **3. Duties of the Partner towards the Visiting researcher**

#### **3.1 The Partner's conditions**

3.1.1 By signing the Contract on provision of financial funds the Partner confirms the availability of all infrastructure, equipment and other aids needed for the Project implementation and agrees that those aids will be provided to visiting researcher at disposal during the entire period of time of Project implementation.

3.1.2 The Partner shall guarantee the access to the Visiting researcher to the means specified in Article 3.1.1 herein this Guide during the entire period of time of Project implementation.

3.1.3 Upon request, the Partner shall guarantee the access for the Visiting researcher to the accounting records relating to the Project implementation; mainly to the respective bank statements, book-keeping and further accounting documents and receipts relating to the Project and its allocated financial resources.

#### **3.2 Access to the background and foreground and intellectual property**

3.2.1 The Employment contract provisions relating to the intellectual property rights, in particular the access to the background, use of foreground, Project publicity and confidentiality shall comply with the present Guide, mainly with its item 4 and 10 herein.

3.2.2 The visiting researcher shall be entitled to the free of charge use of access rights to the background and foreground being at the Partner's disposal, if the Visiting researcher needs such the background or foreground for the professional preparation in the field of research within the Project implementation.

3.2.3 The Visiting researcher shall be as soon as possible informed about any restriction that may potentially have a significant impact on providing access copyrights to the intellectual property.

#### **3.3 Payments and scope of work of the Visiting researcher**

3.3.1 The Partner is obliged to conclude an Employment contract with the Visiting researcher on base of which the Visiting researcher will carry out all activities he/she shall perform under the Contract on provision of financial funds. The Partner is obliged to ensure that the Visiting researcher truly performs the activities stated in the Employment contract.

3.3.2 All amounts the visiting researcher is entitled for under the Contract on provision of financial funds shall be paid to him/her on the base of the employment Contract. The employment contract or a salary decree must specify those payments unambiguously and determine the manner of their provision. Provision of these payments shall be executed in a scope, manner and deadlines specified in the employment contract (or a salary decree) during entire time of Project implementation.

3.3.3 The Partner is not rightful to withhold any payments which under the Contract on provision of financial funds are designated for the visiting researcher, which means mainly that the Partner is obliged to pay the Visiting researcher a salary monthly, consisting of Living Allowance and Mobility and Travel Allowance in the amount specified in the Project scientific part and the Contract on provision of financial funds according to the valid Slovak legislation.

3.3.4 The visiting researcher performs a full-time job within the Project, unless agreed otherwise.

3.3.5 Throughout the Project implementation a supervision over the connection of research activities with the application sphere is made by an authorized employee selected by the Visiting researcher from the companies database provided by the Partner during the negotiation process - this person will also supervise the Visiting researcher if the Project is executed in the selected company. The recommended time of Project implementation outside the Partner's organization - temporary assignment (so-called secondment) as follows:

- 1 month for 12-month Projects,
- 2 months for 24-month Projects
- 3 months for 36-month Projects.

### **3.4 Other requirements for the Employment contract**

3.4.1 The Employment contract shall be concluded with the Visiting researcher in compliance with the legal regulations of the Slovak Republic and European Union and the Partner's internal regulations and it must be effective during the entire Project implementation. In case a Project change approved by SAS party requires a change – amendment to the Employment contract, the Partner is obliged to implement such change within 15 days from the day the SAS has approved the applicable minor Project change, or within 15 days from the amendment to the Contract on provision of financial funds has been effective by which an applicable major change to the Project is established. The Visiting researcher must be hired for at least three months.

3.4.2 The commencement of the Visiting researcher's employment shall comply with the applicable Slovak legislation as well as the European Charter for Researchers–the Code of Conduct for the Recruitment of Researchers. The Partner is obliged to ensure the Visiting researcher is made familiar with those regulations.

3.4.3 The Employment contract shall be in accordance with all the provisions of the Contract and at the same time it shall as follows:

- a) It shall include the Contract on provision of financial funds as its Annex;
- b) It shall specify the period for which the employment contract is concluded with respect to the provisions of the Article 3.4.1 herein this Guide;
- c) It shall determine the place of work;
- d) It shall specify the type of work performed (the work position title) including an outline of research activity of the Visiting researcher, while the Visiting researcher's research activity shall correspond to the research activity description stated in the Project scientific part which is a part of the Contract on provision of financial funds;
- e) It shall have a job commencement date;



- f) Make sure that the Visiting researcher is subject to the social insurance regulations applicable as per Title II of the European Parliament and Council Regulation (EC) No. 883/2004 of 29 April 2004 about the coordination of social insurance systems,
- g) Be provided it is in English for the Visiting researcher, except for researcher who are citizens of the Slovak Republic or Czech Republic.

#### 3.4.4 The Partner shall also make sure that:

- a) The visiting researcher enjoys the benefits of the same health and safety standards that are provided to other researchers in similar positions;
- b) The supervision of the research activities throughout the Project implementation is ensured by a scientific researcher – the scientist in Charge – listed under the Project scientific part; which is the part of the Contract on provision of financial funds; any change in the supervision of the research activities shall be announced in advance, discussed and approved by the SAS in a manner set out in the Contract on provision of financial funds; and herein the Guide;
- c) In terms of confidentiality, the Visiting researcher has the same rights and fulfils the same duties as the Partner; the rights and duties are set out in Part 10 herein the Guide;
- d) In terms of the Project publicity, the Visiting researcher has the same rights and fulfils the same duties as the Partner; the rights and duties are set out in Part 4 of the Guide;
- e) The Visiting researcher agrees to release the data and Project information by the Partner in accordance with the Contract on provision of financial funds and the Guide;
- f) The Visiting researcher will be made familiar that he/she is a "grant recipient under the Marie Skłodowska-Curie Cofund co-financing scheme",
- g) The Visiting researcher will be informed about the obligation to complete and submit an evaluation questionnaire at the end of the research and educational activities and two years later a check-up questionnaire provided by the Provider.

### 3.5 Further education and career development of the Visiting researcher

3.5.1 The Visiting researcher shall be provided with assistance related to his/her career development in a scope and manner set out under the Project scientific part and the Contract on provision of financial funds; while the possibilities of the Visiting researcher's career development shall be the same as the possibilities of other researchers in similar positions.

3.5.2 The Partner shall enable involvement in the educational activities for the Visiting researcher organized by the SAS.

### 3.6 Evaluation, reporting, checking and contact data

3.6.1 The Partner shall ensure the cooperation of the Visiting researcher when reporting and Project evaluation as far as up to 3 years after the Project completion. For this purpose, the Partner shall record and update the Visiting researcher's contact data for a minimum of 3 years after the Project completion.

3.6.2 The Partner shall ensure the cooperation of the Visiting researcher on the conducted check-ups.

3.6.3 In the Employment contract the Partner shall bind the Visiting researcher to cooperate in the Project evaluation and Project reporting and the conducted check-ups.

### **3.7 The Partner's further duties in relation with the Visiting researcher**

3.7.1 Within the Project implementation, the Partner shall also make sure that:

- a) Provision of reasonable assistance is made to the Visiting researcher regarding the administrative proceedings and steps required by the respective authorities of the Slovak Republic;
- b) The Visiting researcher's scientific activities are performed in accordance with the ethical principles of the SASPRO 2 Programme defined in Part 9 herein the Guide.

## **4. Publicity within the Project and dissemination of Project information**

### **4.1 Duties of the Partner regarding the Project publicity**

4.1.1 The Partner shall, throughout the duration of the Project, take appropriate publicity measures about the Project and shall meet all duties related to the Project publicity and public relations specified in the Part 4 herein the Guide.

4.1.2 If the Partner is not able to meet any of the duties concerning the publicity rules, he/she shall promptly inform the SAS about this fact. The SAS may permit an exemption from the Project publicity rule on the basis of a written and duly justified request submitted by the Partner. Permitting such the exception shall not subject to any legal claim.

4.1.3 The approval or rejection of an exception shall be communicated to the Partner within 30 working days from the receipt of the Partner's request. By the time the Partner receives the written approval from the SAS, the Partner shall fulfil the duties related to the Project publicity in accordance with Part 4 herein the Guide.

### **4.2 Duty to inform about the Project financial resources**

4.2.1 Unless requested otherwise or approved by the Provider and unless possible, all communication activities relating to the SASPRO 2 Programme (including in electronic form, via social media, etc.) and on all infrastructure, facilities and the significant results financed by the grant must be:

- a) The European Union emblem displayed; and
- b) The following statement:

In the case of communication activities: "This Project has been funded by the European Union's Horizon 2020 research and innovation programme on the basis of a grant agreement under the Marie Skłodowska-Curie funding scheme No. 945478."

In the case of infrastructure, equipment and significant results: "[*This infrastructure*] [*This equipment*] [*insert type of result*] is a part of the Project funded by the European Union's Horizon 2020 Research and Innovation Programme according to the Grant agreement under Marie Skłodowska-Curie funding scheme No. 945478."

4.2.2 The statement stipulated in Article 4.2.1 herein the Guide shall be stated in a clearly visible place of material, infrastructure, equipment and significant results to which the publicity relates. This text will be translated by the Partner into the language of the respective material. If displayed together with another logo, the emblem of the European Union must be sufficiently distinctive.

### **4.3 Display of applicable logos and flag**

4.3.1 In all printed and electronic materials related to Project publicity the Partner shall always display the applicable logos and flag (SASPRO 2 Programme logo, Slovak Academy of Sciences logo, Marie Curie Actions logo, and European Union flag). Logos and flag may be downloaded at the

SASPRO 2 Programme website. The Partner does not need to request for a permission to present these logos and flags.

4.3.2 Logos and flag specified in Article 4.3.1 of the Guide shall be published in the overall minimum size of 10% of the total space of the page of the document related to the Project publicity (preferably the first page of document).

4.3.3 The provisions on compulsory display of logos and flag do not grant the Partner nor any other person the exclusive rights to use these logos and flag.

#### **4.4 Other binding arrangements concerning the Project publicity**

4.4.1 Any publicity made by the Partner regarding the Project, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the European Union is not liable for any possible use of the information contained therein.

4.4.2 Upon the Partner's request the Visiting researcher will introduce the Project within the SASPRO 2 Programme promotion.

#### **4.5 Publishing the Project information by the Provider**

4.5.1 The SAS, the Provider and the European Commission have the right to publish information stated in the Contract or further Project information in any form and on any medium, mainly:

- a) The Partner's name;
- b) The Partner's contact address;
- c) The general purpose of the Project in the form of the summary;
- d) Total Project budget and co-funding by the Partner and European Commission;
- e) The place of the Project implementation;
- f) The list of dissemination activities and/or of patent (applications) relating to foreground;
- g) The details/references and the abstracts of scientific publications relating to foreground and their published version;
- h) The publishable interim and final reports assigned to public;
- i) Any picture or any audio-visual or web material provided to the Partner within the Project framework.

4.5.2 The SAS is entitled to share information stated in Article 4.5.1 herein the Guide with the Provider and the European Commission.

#### **4. 6      Publishing information related to the Project and copyrights**

4.6.1 The Partner shall provide that all information handed over by the Partner to the SAS for the publishing purposes are covered by necessary permissions and that the Provider and/or the European Commission do not violate any third party rights by publishing the information.

4.6.2. In case of dissemination of foreground and patent applications related to the foreground, the Partner is obliged to abide the publicity rules stated in Part 10 herein the Guide.

## **5. Communication with the SAS, changes in the Project**

### **5.1 Communication**

5.1.1 The communication between the SAS and the Partner is in the Slovak or English language. The Partner shall communicate in the language determined by the SAS at the SAS's request.

5.1.2 The SAS administers submissions, requests or suggestions submitted by the Partner usually within 15 working days from their delivery, unless the Contract or Guide states otherwise.

5.1.3 In written communication with SAS the Partner shall communicate while always uses a Project registration number and its acronym, which shall be given in the reference subject of the written document or in an email.

### **5.2 Proceedings in case of changes in the Project**

5.2.1 The Partner is obliged to announce any intended changes and alteration in the Project in written and to discuss them with the SAS; immediately after the intention or necessity of such change occurs.

5.2.2 The Partner shall assess in advance whether it is a major or a minor change in the Project and subsequently will send an application for approving the change to the SAS. Usually within 10 working days from the receipt of the application there will be sent a reply to the Partner about character of Project change. When judging whether it is a major or a minor Project change, the Partner shall take into account provisions of Article 6 of the Contract on provision of financial funds as well as the Project purpose and Partner's justification of the proposed change.

5.2.3 If the SAS concludes that the change requested by the Partner is contrary to the conditions of the Contract about providing the financial means, the Guide or other conditions and rules of the SASPRO 2 Programme or that it may have a negative impact on the Project implementation of Visiting researcher, the change shall not be permitted. The SAS shall inform the Partner about this fact. This does not affect the right of the SAS to disagree to the Project change even in cases other than those stated in the previous sentence.

5.2.4 If the SAS concludes that the Partner has submitted an application that fails to meet the mandatory requirements set out in the Contract provision of financial funds or the Guide, they will call the Partner to submit a new application that will meet all the mandatory requirements. Not sooner before the Partner submits a new application, the time limit to approve or reject the Project change is suspended.

### **5.3 Minor changes of the Project**

5.3.1 The Partner shall submit a request for a minor Project change approval in written (via email). A minor change is approved/rejected by sending a written consent or disapproval to the proposed change to the Partner. Until the Partner receives the written consent of the SAS, he/she may not implement the changes, except for the changes listed in Art. 6.4. Contract on provision of financial funds.

5.3.2 The SAS shall send to the Partner a written consent/disapproval related to the application for a minor change usually within 30 working days of the date of delivery of the application of the beneficiary for a minor change approval to the provider. If it is necessary to perform further actions by the SAS regarding the required change, the time-limit according to the previous sentence shall be extended accordingly about which the SAS shall inform the Partner about it immediately.

5.3.3 The application for a minor change in the Project may be submitted at any time before the Project completion. However, the change application may not be approved if time-limits for approval/disapproval of a minor Project change specified in Article 5.3.2 of the Guide (including the possibility to extend this term) with respect to the date of application submission falls to a date later than the Project completion date.

### **5.4 Major changes of the Project**

5.4.1 The Partner submits the request for a Project major change approval in written, in Slovak and English language, while the request in Slovak is binding.

5.4.2 The Partner may implement a Project major change only after this change has been agreed upon with the SAS in the form of a written amendment to the Contract on provision of financial funds, i.e. from the moment the amendment to the Contract comes into force. It is not possible to establish changes in the form of Contract amendments with retrospective force and efficiency. Until the written amendment to the Contract comes into force, the Partner must not implement the change; except for changes specified in more detail in Article 6. 4 of the Contract on provision of financial funds.

5.4.3 If the SAS agrees to the proposed Project major change, it will approve the written amendment to the Contract usually within 60 working days from the delivery date of the Partner's request for approval of a Project major change. If it is necessary to perform further actions by the SAS regarding the required Project major change, the time-limit according to the previous sentence shall be extended accordingly and the SAS shall inform the Partner about it immediately.

5.4.4 The Partner is entitled to submit a request for a Project major change not later than 60 working days prior to the Project termination. The SAS will not accept and approve requests submitted after this deadline.

## **6. Mid-term scientific Project assessment and control of ethical principles**

6.1 During the Project implementation, the SAS is rightful to conduct continuous scientific assessment of the Project implementation which allows them to determine, e.g. the status of the Project implementation, its outputs and fulfilment of the Project objectives. This scientific assessment will also be based on the interim reports. This assessment may be performed directly in the workplace of the Visiting researcher in the Partner's facility, while Visiting researcher is present. The scientific assessment of the Project may be carried out in form of a Project presentation by the Visiting researcher within the scientific seminar organized by the SAS or the Partner. The Partner and the Visiting researcher shall be informed about the scientific assessment form every year well in advance.

6.2 The SAS is entitled to perform a check-up of ethical principles in research during the Project implementation, according to Part 9 herein the Guide.

6.3 In the event that such an assessment or ethical principles control identifies a failure to meet one or several duties of the Partner under the Contract on provision of financial funds or the Guide, this fact may result in applying the sanctions against the Partner by the SAS. The sanctions are specified in more detail under the Contract on provision of financial funds.



## **7. The Project financial management, eligible and non-eligible Project expenditures**

### **7.1 Project book-keeping**

7.1.1 Besides the duties specified in the Contract, the Partner is also obliged to mark duly and visibly the original accounting documents, receipts, invoices, simplified tax documents, contracts and other book-keeping receipts and documents relating to the Project, in accordance with Partner's accounting and project management practice.

### **7.2 Project special bank account**

7.2.1 If not specified otherwise, the Partner must pay Project eligible costs via bank transfer; either from the current Partner's account or from a separate Project bank account which the Partner is obliged to open according to the Contract on provision of financial funds.

7.2.2 The Partner must not cover Project eligible costs in cash, excluding the payments for administrative fees, duty stamps or notary fees, payments relating to travel compensation, payments for post package deliveries and payments for products or services in which their supplier does not accept cashless transactions (the Partner is obliged to prove this fact with trustworthy documents).

### **7.3 Eligible Project costs**

7.3.1 The financial funds may be used to settle Project eligible expenditures in a way and within time-limits set out in the Contract on provision of financial funds and the Guide.

7.3.2 If the expenditures incurred by the Partner in relation to the Project implementation are to be considered eligible, they shall fulfil the following terms:

- a) Be real, justified and duly documented;
- b) Be incurred by the Partner;
- c) Be essential for the Project implementation;
- d) If not stated otherwise, be expended during the Project implementation, i.e. from the date of the Project implementation start according to Article 3.1 of the Contract on provision of financial funds to the Project termination date;
- e) Be implemented in a manner specified in the Contract and the Guide,
- f) Be reasonable, i.e. it must correspond to prices common in the place and time (save for salary expenditures whose amount is fixed under Project scientific part and the Contract on provision of financial funds;
- g) Be incurred exclusively for the purposes to achieve the Project goals and its expected results and in accordance with the principle of economic efficiency, expediency and effectiveness;

h) Fulfil the conditions stipulated in Article 15.1.1 of the Grant Agreement;

i) Be duly recorded and entered in the book-keeping conducted by the Partner in a manner specified in the Contract on provision of financial funds and herein the Guide in accordance with respective legal regulations.

7.3.3 In case of salary costs, the paid day is the day last day of the period for which these costs are provided, even when they are actually covered later, however only on the assumption that the salary costs are covered within one month after the period for which they had been provided is expired.

7.3.4 The following expenditures are not considered to be eligible and shall not be covered by the grant allocated under the SASPRO 2 Programme:

a) Expenditure failing to meet the conditions set out under Article 7.3.2 hereto;

b) Custom duties and indirect taxes;

c) Expenditure related to the acquisition and technical improvement of long-term assets;

d) Gifts and representation expenses;

e) Financial leasing cost;

f) Recreational and keep-fit staying;

g) Book-keeping and accounting audit costs;

h) Principal instalments or loan interest instalments, payments relating to loan or credit administration;

i) Contractual penalties, interests on late payment and other sanctions;

j) Reserves for potential future loss or liabilities;

k) Exchange rate loss, cost relating to capital yield;

l) Reimbursement of justified travelling expenses for accommodation on business trips abroad;

m) Settlement of justified travelling expenses for flight transport if an air ticket of a higher class rather than "*economy class*" is used;

n) Expenses incurred or settled in relation to another EU grant or EURATOM (including grants allocated to member states and financed from EU budget or EURATOM and grants allocated by bodies other than agency for purposes of EU budget or EURATOM);

o) Expenses in the form of an advance payment which, at the time of the Project completion were not properly accounted and not duly reflected amount in the Partner's accounts;

p) Expenditures incurred or settled by the Partner as a result of a Project change while in his/her request for change were stated false or distorted information that may have an impact on fulfilling the subject of the Contract;

- q) Expenditure incurred at a time of the Project interruption;
- r) Expenditure that is not documented by any accounting document;
- s) Other expenditure incurred as a result of breach of the conditions and rules stated by the Contract and/or the Guide.

7.3.5 The Partner is obliged to make use of the Overheads contribution continuously. The contribution for Overheads must not exceed 50% of total direct costs for the given calendar year. The remaining part of the financial resources within this category shall be disbursed after the Project completion, Final report approval and the receiving the final payment from the European Commission.

7.3.6 In case of internal outputs, i.e. such outputs where the eligible cost is charged to the Partner by another organizational or other establishment of the Partner, the Partner's profit must not be a part of eligible cost. The Partner is obliged to submit a calculation of the applicable eligible cost from his/her book-keeping records upon request.

## **8. Interim and final report, reporting rules**

### **8.1 Interim reports**

8.1.1 The Visiting researcher in cooperation with the Partner shall submit the interim reports within the deadlines set in the Contract on provision of financial funds and in a scope and form specified by the SAS. The template for an interim report will be available on the SASPRO 2 Programme website.

8.1.2 An interim report consists of the following parts:

- a) Project interim report;
- b) Interim report on the Project financial management;
- c) Confirmation of the truthfulness, exhaustiveness and correctness of data.

8.1.3 The manner and the language of elaboration of the interim report individual parts shall be specified by the SAS.

8.1.4 The truthfulness, exhaustiveness and correctness of the report is the responsibility of the Partner. The interim report is always signed by a person entitled to act on behalf of the Partner along with Scientist in Charge and Visiting scientist.

8.1.5 The interim report is submitted once in a written and once in the electronic form. Interim report in electronic form is uploaded within the SASPRO online system available on the programme website via a login account created by the Visiting researcher when applying for the SASPRO 2 Programme. Electronic form of the interim report shall be duly signed (having scanned signatures) by the persons stated in the Contract on provision of financial funds and in the Project scientific part.

8.1.6 Within the interim report submission, the Partner declares that the following documents shall archive, in compliance with the Act No.431/2002 about Accounting as amended and as well as in wording of the Act No. 395/2002 about Archives and registries and amendments to certain laws as amended, for audit purposes: a document of a separate book-keeping of accounting operations for the particular period, documents of the manner of overheads cost calculation. The SAS is rightful to ask the Partner to complete or amend the interim report, to furnish further documents and data or to clarify other facts relating to the subject of the Contract. The Partner shall furnish, complete, amend or clarify the requested documents or facts within 7 working days from the delivery of the SAS's request.

8.1.7 The appendix to the interim report shall include copies of articles published or being submitted for publishing in scientific magazines and other outputs of scientific activities carried out within the Project during the respective period relating to the interim report.

8.1.8 Scientifically, the interim reports will be assessed by the SASPRO 2 Programme Evaluation Committee. The Visiting researcher will be informed by the Partner about final assessment made by the Evaluation Committee after approval and recommendation for further funding by the Evaluation Committee. The final assessment can be the basis for the ongoing continuous scientific evaluation of the Project according to the Part 6 of the Guide herein.

## **8.2 Final report**

8.2.1 The Visiting researcher shall submit a final report to the SAS in a scope and form specified by the SAS within the deadline set in the contract. The template for the final report will be available on the SASPRO 2 Programme website.

8.2.2 The final report consists of the following parts:

- a) Final report on the Project;
- b) Final report on the Project financial management;
- c) Confirmation of the truthfulness, exhaustiveness and correctness of data.

8.2.3 The manner and the language of elaboration of the interim report individual parts shall be specified by the SAS.

8.2.4 The truthfulness, exhaustiveness and correctness of the report is the responsibility of the Partner. The final report is always signed by a person entitled to act on behalf of the Partner, a person along with the Scientist in Charge and the Visiting researcher.

8.2.5 Final report is submitted once in a written and once in the electronic form. Final report in electronic form is uploaded within the SASPRO 2 online system available at website via the login account created by the Visiting researcher when applying for the SASPRO 2 Programme. Electronic form of the final report shall be duly signed (having scanned signatures) by the persons stated in the Contract and the Project scientific part.

8.2.6 Within the interim report submission, the Partner declares that the following documents shall archive in compliance with the Act No.431/2002 about Accounting as amended and in wording as well the Act No. 395/2002 about Archives and registries and amendments to certain laws as amended, for audit purposes: a document of a separate book-keeping of accounting operations for the particular period, documents of the manner of overheads cost calculation. The SAS is rightful to ask the Partner to complete or amend the interim report, to furnish further documents and data or to clarify other facts relating to the subject of the Contract. The Partner shall furnish, complete, amend or clarify the requested documents or facts within 7 working days from the delivery of the SAS's request.

8.2.7 The appendix to the final report shall include copies of articles published or being submitted for publishing in scientific magazines and other outputs of scientific activities carried out within the Project time during the respective period relating to the final report.

8.2.8 Scientifically, the interim reports will be assessed by the SASPRO 2 Programme Evaluation Committee. The Partner will be informed about the final evaluation made by the respective

Evaluation Committee. In the final opinion of the relevant Evaluation Committee, the Visiting researcher will be informed by the Partner after approval and recommendation for further funding by the Evaluation Committee.

## 9. Ethical principles

9.1 The Partner shall make sure that the Project implementation follows the ethical principles in R&D defined by:

- A valid Slovak legislation or the national legislation of other countries in territory which the Project will be implemented and
- The legal regulations of European Union including the principles contained in the Charter of Human Rights of the EU and the regulation of EUROPEAN PARLAMENT AND EUROPEAN COUNCIL No. in 1291/2013/EC, of 11 December 2013 by which establishes a programme Horizon 2020 - the Framework Program for Research and Innovation (2014 - 2020) and repealing Decision No 1982/2006/ES.

9.2 Partner undertakes to obtain all necessary permissions to do research within the Project prior to start of experiments. Copies of the permissions shall be delivered to the SAS. The Partner commits himself/herself to deliver all further new permissions issued for the Project being obtained during its implementation. The research activities that require permissions cannot be performed by Partner before such permissions are obtained.

9.3 The Partner shall make sure that the research activities conflicting with the ethical principles specified under Part 9 herein the Guide were not performed as part of the Project implementation and had not been funded from the provided Project grant.

9.4 The Partner is mainly obliged to make sure that the Project implementation does not include the following research activities:

- a. Scientific activities focused on human cloning for reproduction purposes;
- b. Scientific activities which focus on modification of genetic heritage of human beings and which could cause these modifications are hereditary (with the exception of research on the treatment of gonadal cancer, which may be funded);
- c. Research activities focused on creation of human embryos solely for the research purpose of or for the purpose of stem cells acquisition, among other things also by transferring the somatic cell core.

9.5 In case of violation of the Article 9.4 herein the Guide, the SAS shall withdraw from the Contract in accordance to Article 10 of the Contract on provision of financial funds.

9.6. The Partner must adhere to the highest standards of research integrity, as set out in, for example, the European Code of Conduct on Integrity:

[http://ec.europa.eu/research/participants/data/ref/h2020/other/hi/h2020-ethics\\_code-of-conduct\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/other/hi/h2020-ethics_code-of-conduct_en.pdf).

9.7 The Partner shall provide that Visiting researchers providing research tasks shall:

- a) Present their goals and objectives in a fair and transparent manner;

- b) Plan the research carefully and carry it out in a reliable manner, taking into account its impact on society;
- c) Use techniques and methodologies (including data collection and management) that are appropriate to the area;
- d) Demonstrate due care to the participants and a research subject (people, animals, the environment or objects of cultural value);
- e) Ensure objectiveness, accuracy and impartiality in the publication of results;
- f) Make the necessary references to their work and to the work of other researchers;
- g) Not resort to any form of plagiarism, falsification or fabrication of data;
- h) Prevent double funding, conflicts of interest and data distortions or other dishonest research practices.



## **10. Confidentiality, information and communication, intellectual property protection, foreground and access rights**

### **10.1 Information protection**

10.1.1 During the Project implementation and for a period of five years after its completion, the Partner, the SAS and the Visiting researcher have bound themselves not to disclose any data, documents and keep confidentiality of any data, documents or other material that is identified as confidential in relation to the Project implementation ("confidential information"). Upon a duly reasoned request made by the Partner the SAS may agree to extend this period regarding specific confidential information.

10.1.2 Where confidential information was communicated orally, its confidential character must be confirmed by a disclosing party in writing within 15 days after disclosure.

10.1.3 Article 10.1.1 of the Guide does not apply in case when:

- a) The Party providing confidential information shall release the other Party in writing from the obligation of confidentiality;
- b) The information was already known to the counterparty or passed on to it without the imposition of an obligation of confidentiality by a third party who was not bound by any obligation of confidentiality;
- c) The contractual party demonstrates that it has obtained or created the information without the use of confidential information;
- d) That information becomes generally and publicly available without breaching any obligation of confidentiality or;
- e) Furnishing the information is required under EU or national law.

10.1.4 The Partner undertakes to use such confidential information only in relation to the Project implementation unless agreed with a disclosing party otherwise.

10.1.5 The SAS is entitled to provide confidential information to the Provider and the European Commission within performing their obligations arising from the co-financing of the SASPRO 2 Programme by the European Union.

10.1.6 Notwithstanding the proceeding provisions, the treatment of data, documents or other material which are classified as secret, confidential or subject to security restrictions, must follow the applicable rules established by the respective Slovak legislation and European Community and European Union legislation for such information, including the European Commission's internal rules for handling classified information.

## 10.2 Intellectual property rights concerning foreground

10.2.1 The Partner is obliged to make sure that intellectual property rights related to the foreground will belong to the Partner.

10.2.2 If a Visiting researcher or other personnel working for the Partner are entitled to claim rights to foreground, the Partner shall ensure that it is possible to enforce those rights in a manner compatible with his/her obligations under the Contract on provision of financial funds and the Guide.

10.2.3 The Partner must take measures to implement the principles set out in item 1 and 2 of the methodical guidelines, which are annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer<sup>1</sup>.

## 10.3 Transfer of intellectual property rights concerning foreground

10.3.1 If the Partner transfers ownership of foreground onto the third party the Partner shall pass on a third party also his/her obligations regarding that foreground including the obligation to pass those obligations onto any subsequent new assignee.

10.3.2 If the Partner intends to transfer ownership of foreground onto a third party residing in a third country being not associated to the Horizon 2020 Programme he/she has to inform the SAS about this intention before doing so. The SAS will forward this information to the European Commission which may raise objections against such transfer if they are of opinion that it is not in accordance with the interest to develop the competitive strength of the European Economic Community or if it violates ethical principles or safety aspects. In such cases, the transfer of ownership shall not take place unless the Commission is satisfied that appropriate safeguards will be put in place and has authorized the transfer in writing.

## 10.4 Foreground protection

10.4.1 Where foreground is capable of industrial or commercial utilization, its owner shall provide for it adequate and effective protection, having due regard to his/her legitimate interests.

10.4.2 Patent applications relating to foreground, filed by or on behalf of the Partner must include the following statement to indicate that: **“The Project, the results of which are the subject of this application, received funding from the European Union's Horizon 2020 research and innovation Programme on the basis of a grant agreement under the Marie Skłodowska-Curie scheme No. 945478”**. This statement shall be translated into the patent application language.

10.4.3 All patent applications relating to foreground filed shall be reported in the plan for the use and dissemination of foreground which is a part of the interim and final report, including sufficient details/references to enable the SAS or the Provider to trace the patent (application). Any such patent filing after the final report must be notified to the SAS including the same details/references.

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<sup>1</sup> Commission Recommendation K (2008) 1329 of 10 April 2008 on the management of intellectual property in knowledge transfer activities and guidelines for universities and other public research organizations, which are annexed to this Recommendation.

10.4.4 Where the foreground is capable of industrial or commercial utilization and its owner does not protect it nor transfer it to a third party residing in a Member State or Associated country to Horizon 2020 Programme along with the associated obligations, no dissemination activities relating to said foreground may take place before the Provider has been informed by the SAS. The SAS must be informed no later than 60 calendar days before the planned dissemination of new knowledge. The SAS subsequently informs the Provider.

10.4.5 In the cases referred to in Art. 10.4.4 The European Union may take over the intellectual property copyrights to foreground with the Partner's consent and take measures to protect them adequately and effectively. The Partner may decline to give consent only if he/she can demonstrate that his/her legitimate interests would be disproportionately detrimental to him. In the event that the European Union takes over the intellectual property copyrights to foreground, it will also take over the obligations to grant access rights.

## **10.5 Use of foreground**

10.5.1 The Partner shall use the foreground which he/she owns the intellectual copyrights or ensures that it is being used.

10.5.2 The Partner shall report the expected use of foreground in a plan of how to use and make dissemination of foreground which is actually the part of the interim and final report. The information must be detailed sufficiently in order to permit the SAS, the Provider, or the European Commission to carry out any related audit.

## **10.6 Foreground dissemination**

10.6.1 The Partner shall ensure that the foreground is disseminated as swiftly as possible. If he/she fails to do so, the Provider or the SAS are rightful to disseminate the foreground.

10.6.2 Dissemination activities shall be compatible with the protection of intellectual property copyrights, confidentiality obligations and the legitimate interests of the foreground owner(s).

10.6.3 All publications or any other foreground dissemination shall include the following text: **"Funding from the European Union's Horizon 2020 research and innovation Programme was used for this Project on the basis of a Grant agreement under the Marie Skłodowska-Curie funding scheme No. 945478."**

10.6.4 The text stated in Article 10.6.3 of the Guide will be stated on the place being designed for that and the Partner will translate it into the language of the given medium. In case of demonstrable limitation of graphic and content medium design by a third party, it is possible to state a shortened version of the text saying that the Project is financed from the SASPRO 2 Programme, co-financed by the European Union.

10.6.5 Any dissemination activity shall be reported in the plan of a use and dissemination of foreground, which will be a part of interim and final reports, while such the activities must be of sufficient details/references so that the SAS or the Provider may trace them. With regard to scientific publications relating to foreground being published before or after the final report, these must be

provided to the SAS one month following publication at the latest, with such details/references and an abstract of the publication to allow SAS to provide information to the Provider. Furthermore, an electronic copy of the published version or the final manuscript accepted for publication shall also be provided for SAS at the same time for the purpose set out in 4. 5 of the Guide herein if this does not infringe any rights of the third parties.

10.6.6 The Partner undertakes to cooperate with the SAS in ensuring the opening of free online access to scientific publications - outputs of Projects Visiting researchers, will provide repositories - storages for scientific publications with the identifier of the scientific Project number and the file name "Marie Skłodowska Curie Actions".

## **10. 7 Access rights to the background**

10.7.1 The Partner may define the existing background needed for the Project purposes and, where appropriate, may exclude specific knowledge. As background is by definition considered to be needed for Project implementation or use of new knowledge the impact of such exclusion on the Project should be examined by the Partner.

10.7.2 All requests for the access rights shall be made in writing.

10.7.3 The granting of access rights may subject to acceptance of specific conditions with purpose to ensure that those rights will be used only for intended purpose and that appropriate confidentiality obligations are in place.

10.7.4 Unless agreed otherwise by the owner of the foreground or background the access rights shall give no entitlement to grant sub-licenses.

10.7.5 Where the Partner intends to grant an exclusive license to foreground to a third party residing in a third country being not associated to the Horizon 2020 Programme of EU, he/she has to inform the SAS about this intention before doing so. The SAS will forward this information to the European Commission which may raise objections against such transfer if they are of opinion that it is not in accordance with the interest to develop the competitive strength of the European Economic Community or if it violates ethical principles or safety aspects. In such cases, the transfer of ownership shall not take place unless the Commission is satisfied that appropriate safeguards will be put in place and has authorized the transfer in writing.

## **10. 8 Special cases of information dissemination**

10.8.1 The Partner is obliged to provide the SAS upon their request with data necessary for continuous and systematic monitoring of the Horizon 2020 Programme of European Union and for evaluation and assessment of impact of European Union activities including the foreground use and its dissemination. Such data may be required throughout the SASPRO 2 Programme duration and five years after its termination. The provided data may be used in assessments processed by the European Commission and the Provider, however, they shall be published on anonymous basis only.

10.8.2 Without affecting regulations concerning protection of foreground and information protection, the Partner is obliged to inform the SAS about the foreground that may contribute to create European and international standards throughout the SASPRO 2 Programme and three years after its termination.

10.8.3 The Partner takes into account that the Provider may furnish any European Union member country or a third country associated with the Horizon 2020 Programme of EU any useful information on the foreground which are at his/her disposal, under the assumption that all conditions stated below are met:

- a) The given information is relevant for the public policy;
- b) The SAS has not stated sufficient reasons why the given information should not be disclosed;
- c) Such disclosure is not excluded by the European Union regulations in the field of classified information.

10.8.4 By providing information according to Article 10.8.3 of the Guide, an assignee of information will not get any rights or duties transferred onto them and the assignee shall be required to classify such information as confidential, unless such information becomes public or given to the Provider without limitations concerning their confidentiality.