

**Translation**

Supplement 3

to the Regulation of the UL

 on Preliminary Selection of Postdoctoral Applications

\_\_.\_\_ . 201\_, Riga

**AGREEMENT**

**on Implementation of the Research Project**

**of Activity 1.1.1.2 “Post-doctoral Research Aid” of the Specific Aid Objective 1.1.1 “To increase the research and innovative capacity of scientific institutions of Latvia and the ability to attract external financing, investing in human resources and infrastructure” of the Operational Programme “Growth and Employment”**

**The University of Latvia (hereinafter in the text the UL)**, reg. No. *3341000218*, legal address: 19 Raiņa Bulv. 19, Riga, LV-1586, acting by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Vice-Rector of the respective sector who acts in compliance with the Constitution of the University, on the one part, and

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 *name, family name identity number*

(hereinafter in the text the Postdoctoral Researcher), on the other part.

Parties agree on the following on the basis of the postdoctoral application and the research application that has been prepared collectively in compliance with Cabinet Regulations No. 50 of January 19, 2016, “On Implementation of Activity 1.1.1.2 “Post-doctoral Research Aid” of the Specific Aid Objective 1.1.1 “To increase the research and innovative capacity of scientific institutions of Latvia and the ability to attract external financing, investing in human resources and infrastructure” of the Operational Programme “Growth and Employment””, submitted to the research application competition organised by the State Education Development Agency (SEDA) and approved by the State Education Development Agency (SEDA):

1. **Subject of the Agreement**
	1. To jointly implement the research project “.............................” (*insert the title of the Project*) (hereinafter the **Project**) in line with activities planned in the Project application **in the event of the approval of the research application.**
2. **Obligations and Contribution of Parties**
	1. Parties shall be responsible for the achievement of objectives and results indicated in the Project (hereinafter the **Activities**).
	2. Activities shall be implemented in compliance with the present Agreement, the Project and the Agreement concluded between the UL and the SEDA (hereinafter the **Agreement**).

2.3. Parties shall agree to cooperate during all stages of the Project implementation, contributing to the implementation of activities included in the Project, sharing risks that fall under the competence of the Parties.

**III. Validity Period of the Agreement**

* 1. Parties shall ensure the implementation of the Project during the period from \_\_\_\_.\_\_\_.201\_. until \_\_.\_\_.201\_. (in compliance with the deadline prescribed by Paragraph 31 of Cabinet Regulations No. 50).
	2. Parties shall have the right to amend and amplify the Agreement through a prior mutual agreement in writing. Amendments to the Agreement expressed orally shall not be valid.

3.3.The Agreement may be terminated before its term should the SEDA unilaterally terminate the Agreement with the UL or by the UL if the postdoctoral researcher fails to perform his/her obligations and it subsequently incurs or may incur damage and losses to the UL.

1. **Liability of Parties**

**4.1.The UL shall:**

4.1.1. ensure the implementation of the Project in compliance with conditions of the concluded Agreement and this Agreement, and according to the prescribed time schedule;

4.1.2. ensure that values and results created within the frame of the Project will be used in line with the objective of the Project;

* + 1. ensure quality exchange of information among participants/partners of the Project and involved parties;
		2. coordinate and monitor the financial flow of the Project in compliance with the Project budget, activities and the Schedule, for the planned Project activities to be implemented according to the approved Project as well as conditions and deadlines prescribed by this Agreement;

4.1.5.provide separate account-keeping of Project costs. Costs are to be clearly identifiable, reviewable and separate from other costs;

* + 1. review financial documents and spending according to conditions of the Project, the internal institutional procedure approved by the UL and regulatory acts of the Republic of Latvia;
		2. plan and coordinate procurement for Project needs. To supervise the procedure of the procurement process within the frame of the Project, to participate in the development and conclusion of contracts on provision of goods and services as well as to control the execution of the signed contracts;
		3. coordinate financial and substantive reports about implementation of the Agreement on the Project (payment requests, progress reports, reports on the VAT etc.) within the established timeframes according to the procedure prescribed by the Agreement;
		4. identify financial risks of the Project, propose and draft the required amendments to the Project;

4.1.10.ensure and control that the precise number of the Agreement is indicated in all documentation related to Project implementation and execution of obligations prescribed by the Agreement (including contracts, orders, other equivalent accounting documents confirming payments) while contracts and orders include a reference that the respective Project is co-financed by the ERAF;

* + 1. ensure and control organisation of publicity activities stipulated by the Agreement and provision of information about the Project;
		2. ensure safekeeping of all documentation related to Project implementation until the deadline prescribed by the Agreement, in compliance with conditions for the safekeeping of documents prescribed by regulatory acts of the European Union and the Republic of Latvia;

4.1.13.ensure accessibility of Project implementation documentation for reviews by supervisory institutions.

* 1. **The Postdoctoral Researcher shall have the following responsibilities:**

4.2.1.to ensure implementation of the Project in compliance with conditions of the concluded Agreement and this Agreement and the prescribed timeframes; ;

4.2.2.to ensure accessibility of Project implementation documentation for reviews by supervisory institutions;

* + 1. to ensure that values and results created within the frame of the Project will be used in line with the objective of the Project;
		2. plan and conduct procurement for Project needs that are related to the purchase of resources required for Project implementation and performance of their activities;

* + 1. to prepare, coordinate with the UL and submit prescribed financial and substantive reports (payment requests, progress reports, reports on the VAT etc.) according to the procedure prescribed by the Agreement on Project implementation and within the established timeframes;
		2. to inform the UL without delay about any circumstances that prevent or restrict the implementation of the Project according to the planned Project activities and that can affect results of the Project;
		3. to prepare and submit to the UL required specifications, explanations and amendments during the period of Project implementation until the complete execution of all contract obligations;
		4. to ensure that the precise number of the Agreement is indicated in all documentation related to Project implementation and execution of obligations prescribed by the Agreement (including contracts, orders, other equivalent accounting documents confirming payments) while contracts and orders include a reference that the respective Project is co-financed by the ERAF;
		5. to prepare and ensure organisation of publicity activities stipulated by the Agreement and provision of information about the Project not less than once every three months;
		6. to cover ineligible Project costs from their own means that have arisen through the Postdoctoral Researcher’s activity or inactivity or additional costs that have arisen due to price rise;
		7. to repay money within 10 (ten) work days to the bank account opened for the Implementation of the Project of the UL if the activity of the Postdoctoral Researcher has resulted in ineligible costs that have been detected by the UL or during other reviews.
	1. Parties shall employ in the course of Project implementation methods, techniques and practice that is recognised professionally or generally accepted by the respective sector and that ensure the implementation of the Project in as high quality as feasible, within the prescribed timeframes and in line with provisions of the Project to achieve Project objectives and planned Project results in compliance with the Agreement and the Additional Agreement.
	2. Parties shall be mutually liable for losses incurred by one Party to the other party due to execution, inappropriate execution or failure to execute this Additional Agreement as well as the Agreement.
1. **Contract Amount and Procedure of Settlements**
	1. **The total costs of a Project not related to economic activity of fundamental** **and industrial research** shall be EUR \_\_\_\_\_\_(\_\_\_\_\_):
		1. Total eligible Project costs shall be EUR\_\_\_(\_\_) and they shall be financed from the following financial sources:
			1. ERAF funding EUR \_\_\_\_\_\_\_ (*\_*), that shall constitute 85 % of the total eligible Project costs;
			2. national budget funding EUR \_\_\_\_\_ (*\_\_\_\_*),that shall constitute 10 % of the total eligible Project costs;
			3. resources or investment in kind at the disposal of the UL EUR \_\_\_\_ (*\_\_\_\_*) that shall constitute 5 % of the total eligible Project costs.

**5.2.The total costs of a Project related to economic activity** shall be **EUR \_\_\_\_\_\_(\_\_\_\_\_):**

5.2.1.Total eligible Project costs shall be EUR\_\_\_(\_\_) and they shall be financed from the following financial sources:

5.2.1.1 for implementation of **fundamental research**:

5.2.1.1.1 ERAF funding EUR \_\_\_\_\_\_\_ (*\_*), that shall constitute 85 % of the total eligible Project costs;

5.2.1.1.1.2. resources at the disposal of the UL or credit resources and other financial resources where not public aid has been received, including no state or local government guarantee, or state or local government loan on preferential terms - EUR\_\_\_(\_\_), that shall constitute 15 % of the total eligible Project costs.

5.2.1.2. for implementation of **industrial research**:

5.2.1.2.1. ERAF funding EUR \_\_\_\_\_\_\_ (*\_*), that shall constitute 50 % of the total eligible Project costs;

5.2.1.2.2. ERAF funding EUR \_\_\_\_\_\_\_ (*\_*), that shall constitute 50 % of the total eligible Project costs, if research results of industrial research studies are made publicly accessible at least in one of the following ways – dissemination of research results through technical and scientific conferences and publicly accessible databases, accessibility of free software;

5.2.1.2.3. resources at the disposal of the UL or credit resources and other financial resources where not public aid has been received, including no state or local government guarantee, or state or local government loan on preferential terms - EUR\_\_\_(\_\_), that shall constitute 35 % of the total eligible Project costs.

* 1. It shall be the duty of the UL shall be to present 100% of the received advance payment amount in payment requests not later than within six months’ time after the receipt of the advance payment.

**VI Accessibility of Project Results and Information**

* 1. Research results which are not planned to be commercialised shall be disseminated through academic studies and publications.
	2. The UL shall have title to intellectual property (including an invention, a plant variety, design, trademark, semiconductor, product topography and work protected by copyright) created during the Project implementation process or involving the use of resources of the UL in its creation.
	3. Title to intellectual property where its creation has involved the use of resources of third parties, shall be determined by the agreement with the said third party. If the agreement with the third party does not stipulate the ownership of intellectual property rights the ownership of intellectual property rights shall be established in compliance with Paragraph 6.2. of this Agreement.
	4. Parties may enter into an agreement on commercialisation of intellectual property (commercialisation agreement) under the procedure prescribed by the UL which establishes the proportion of the division of revenues between the UL and the Postdoctoral Researcher.
	5. Intellectual property objects shall be commercialized at the market price. If it is not possible to establish the market price, the proof of the market price shall be the public auction of the intellectual property in compliance with regulatory acts on the organisation of auctions or a documented negotiation procedure between the UL and the purchaser which has resulted in the UL receiving the highest maximum price for its intellectual property rights.
	6. Parties shall confirm that all information and results related to the Project implementation shall be accessible during the Project implementation stage to responsible, controlling and audit institutions of the European Union and the Republic of Latvia. The place of Project implementation during its implementation and the post-Project stage shall be accessible for responsible and audit institutions.
	7. Parties shall not disclose any confidential information received from the other Party that has become known to the respective Party about the other party concerning the execution of obligations ensuing from the Agreement and this Agreement.

6.8. Information shall not be deemed confidential insofar as it is publicly accessible in compliance with regulatory acts of the Republic of Latvia.

* 1. Parties shall ensure the sustainability of the achieved results for at least five years after the completion of the Project, including the sustainability of the work place created within the frame of the Project and the development of the direction of research.
1. **Force majeure**
	1. Parties shall not be held liable for partial or complete failure to execute obligations prescribed by this Agreement if it has been caused as a result of force majeure after the conclusion of this Agreement and which the Parties could neither predict nor prevent.
	2. Force majeure in the meaning of this Agreement shall be any unforeseeable emergency situation or events that are beyond the control of the Parties and have not arisen as a result of their action and concurrently prevent any of the Parties from performing any of its obligations under this Agreement and that could not have been avoided by taking appropriate precautionary measures. The Party who fails to perform its obligations, cannot cite the following as force majeure: defects of equipment or materials or delays in their deliveries (unless the said problems arise directly from force majeure), labour disputes, strikes, financial problems or the political situation etc.
	3. In the event of any of the Parties encountering force majeure circumstances, it shall have the duty to notify the other Party without delay but not later than within 3 (three) work days, indicating the character of the circumstances that have arisen, their potential duration and foreseeable consequences.
	4. Neither of the Parties can be held liable for failure to perform obligations ensuing from this Agreement if the performance of the said obligations has been prevented by force majeure. Contracting Parties shall undertake required measures to reduce the force majeure circumstances. In the event of Parties having failed to undertake measures to reduce the damage although it was possible, the guilty Party shall reimburse the damage incurred to the other Party.
2. **Dispute resolution procedure**

8.1. between the Parties related to performance of obligations under the Agreement shall be resolved through negotiation. The subsequent agreement shall be filed in writing as a supplement to this Agreement.

8.2. In the event of the Parties failing to reach an agreement, disputes shall be resolved in compliance with the procedure prescribed by regulatory acts of the Republic of Latvia.

1. **Final provisions**
	1. **This Agreement shall become effective only in the event of the approval of the research application.**
	2. Parties confirm by entering into this Agreement that there are no circumstances that would prevent Parties from concluding this Agreement.
	3. The UL shall be entitled to review if any conflict of interest exists and to request, if required, that measures are taken to eliminate the conflict of interest.
	4. The Agreement is prepared and signed in two original copies, one original copy for each of the Parties. Both copies shall have equal legal effect.
2. **Supplements to the Agreement**
	1. The approved Project application together with its supplements shall be an integral part of this Agreement.

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On behalf of the UL: Postdoctoral researcher:

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Consent: Faculty/Institution \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_

 *Dean/Director signature name date*

Project manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_

 *signature name date*