



**REPUBLIC OF CROATIA
MINISTRY OF SCIENCE, EDUCATION AND SPORTS**

Donje Svetice 38, Zagreb

Science and Technology Project, World Bank Loan No. 7320-HR

Unity through Knowledge Fund

UKF Grant Agreement No.

TITLE [*please fill in*]

The Ministry of Science, Education and Sports of the Republic of Croatia (hereinafter „the MSES”) with head office in Zagreb, **Donje Svetice 38,** represented by the authorized State Secretary, Professor **Dražen Vikić-Topić,** Ph.D.,

and

(*please fill in the name of legal entity*)(hereinafter „the Leading Organization”) with head office in (*please fill in – the full address city/country*) represented by (*please fill in – the name of the legal representative*), (*function*),

and

(*please fill in the name of the Main applicant*), (hereinafter„the Main applicant”) with the address in (*please fill in -full address city /country*)

and

(*please fill in the name of the Co-applicant*), (hereinafter„the Co-applicant”) with the address in (*please fill in -full address city /country*)

HAVE AGREED to the following terms and conditions including those in the following Annex 1- Visit proposal, which form an integral part of this Connectivity program - Homeland Visit Grant Agreement (hereinafter "*the Grant Agreement*").

Article 1 - Authority

1.1. The Ministry of Science, Education and Sport (hereinafter MSES) is the project agency for the UKF. Therefore MSES (i.e. its representative – State Secretary for Science) has authority to conclude a grant agreement for the Visit proposal listed above submitted to the UKF.

Article 2 - Definitions

In the agreement, unless the contrary intention appears:

Background Intellectual Property	includes Intellectual Property deemed to be relevant to the visit and already owned by the beneficiaries on the date of signature of this agreement
Confidential Information	means any information the parties agree is confidential or that is by its nature confidential
Co-applicant	means the person named in the Proposal as Co-applicant for a particular visit
Croatian organization	means organization/s with permanent residence in the Republic of Croatia

Date of contract submission	date when the UKF Secretariat received by the email this document filled in by Leading Organization, Main applicant and Co-applicant, with all data, but without signatures
Financial plan	means the budget for the visit specified in Annex 1
Foreground Intellectual Property	means Intellectual Property Rights arising from the research and development undertaken within this Visit after the date of signature of this agreement
Foreign organization	means organization/s with permanent residence outside the territory of the Republic of Croatia
Funding or Funds	means the amount or amounts payable under the agreement for the visit as specified in Annex 1
Intellectual Property Rights (IPR)	means all copyright and neighboring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields
IPR transfer agreement	the agreement between the UKF and the Croatian organization on transfer of IPR
Leading Organization	means Croatian legal entity responsible of receiving and managing financial means and responsible of reporting on financial, scientific or technological and administrative implementation of the visit in coordination with Main applicant
Main applicant	means the person named in the Proposal as Main applicant for a particular visit
The Parties	mean the Leading Organization, the Main applicant and the Co-applicant
Visit	means period of Main applicant's stay at the Leading Organization
Visit Proposal	means any visit proposal and amendments to it, submitted and approved by the UKF before signing this agreement
Scientific Research and Higher Education Act	means the Scientific Research and Higher Education Act (<i>Official Gazette 123/2003., 198/2003., 105./2004.,174/2004..46/2007.</i>) and subsequent relevant legislation as amended
UKF	means the Unity through Knowledge Fund, as established under the <i>Loan Agreement (Official Gazette, International agreements</i>

12/2005.) and represented by the UKF Secretariat

Article 3 – Duration and start date of the visit

3.1 The duration of the visit shall be **[insert number]** months from **[insert fixed start date]** **[insert fixed end date]**

Article 4 – Reporting periods and language of reports

4.1 The Leading Organization, the Main applicant and Co-applicant shall submit the Final Report within 30 days after the end of the visit as stipulated in Article 3.1. The Final report shall include financial and scientific or technological aspects of the visit and shall cover the whole duration of the visit.

4.2 At any time during the duration of the visit as stipulated in Article 3.1 and one year after the visit's termination the UKF may require additional information or documentation in relation to the visit with prior written notice.

4.3 In the case of the Agreement termination the Leading Organization and the Main applicant and Co-applicant shall submit the Final report no later than 30 days after the Agreement termination.

4.4 The Final report shall be written in English.

Article 5 – The role of the Leading Organization

5.1 The Leading Organization shall ensure that the work is carried out in accordance with the Work plan as described in the visit proposal in a diligent and competent manner.

5.2 The Leading Organization shall receive and manage the UKF financial means in accordance with the financial plan as described in the visit proposal, or any revised budget approved by the UKF.

5.3 The Leading Organization shall ensure that all the appropriate payments are made to the Main applicant in accordance with this grant agreement and without unjustified delay.

5.4 The Leading Organization shall maintain reasonable, up to date, systematic and accurate records relating to the Visit proposal conducted with the Funding, which will clearly identify all charges and expenses in particular to verify its compliance with the agreement.

5.5 If the Republic of Croatia does not have reciprocal healthcare agreements with the country of the Main applicant permanent residence, the Leading Organization is obliged to pay medical insurance for the Main applicant.

5.6 The Leading Organization shall ensure that it has made proper inquiries of the Main applicant as listed in the visit proposal in relation to his/her eligibility to perform the visit.

5.7 The Leading Organization shall keep a separate ledger for this grant and shall ensure that the UKF funds are being used only for the purpose of this agreement.

Article 6 – The role of the Main Applicant and the Co-applicant

6.1 The Main applicant and the Co-applicant have responsibility for the intellectual direction of the proposed visit as well as administrative and financial responsibility over the grant in coordination with Leading Organization.

Article 7 – Terms of Agreement, Funding Period and the payment of the Funding

7.1 This grant agreement shall enter into force after its signature by the MSES, the Leading Organization, the Main applicant and the Co-applicant on the day of the last signature. The funding period of the grant agreement is as stipulated in Article 3.1.

7.2 For the visit proposal implemented pursuant to Annex 1, the MSES shall pay the Leading Organization an amount not to exceeding a ceiling of **TOTAL AMOUNT** HRK gross as per Annex 1. This amount has been established based on the understanding that it includes all overhead and profits as well as any tax obligation that may be imposed on the Leading Organization.

7.3 Payments shall be made in two equal installments in HRK. The first installments shall be transferred no later than 30 days after visit starting date as stipulated in Article 3.1. The second installment shall be transferred after the approval of the final report and no later than 120 days after the report submission.

7.4 The amount requested from the UKF and stipulated in the Financial Plan (Annex 1) shall be converted from EUR to HRK at middle exchange rate of the Croatian National Bank (HNB) at the date of contract submission.

7.5 Sources of Contract financing: 80% (eighty percent) of gross amount will be paid from the Special Account of the Loan No. 7320-HR and 20% (twenty percent) of gross amount will be paid from the Government Budget of the MSES.

7.6 The bank account of the Leading Organization to which all payments of the UKF financial contribution shall be made is:

Name of Account holder: **[please fill in]**

Account holder's tax number: **[please fill in]**

Name and address of the bank: **[please fill in]**

Account number in HRK **[please fill in]**

Account reference including IBAN (HRK):**[please fill in]**

7.7 If the Leading Organization has provided incorrect data regarding the above stated bank account, the UKF holds no responsibility for the payment delay.

7.8 The temporary unavailability of funds to make a timely payment relieves the UKF from the obligation to pay interest penalties.

7.9 If the Funding period of the Grant Agreement as stipulated in Article 3.1 shall be longer than duration of the STP, the MSES have to ensure other sources of the Grant Agreement financing.

Article 8 – Communication

8.1 Requests for amendments and any communication foreseen by the grant agreement shall identify the nature and details of the request or communication and be submitted in writing by means of e-mail or registered mail with acknowledgement of receipt to the following addresses:

For the UKF:
office@ukf.hr or
Unity trough Knowledge Fund
Planinska 1
10000 Zagreb, Hrvatska

For the Leading Organization:

Please insert your email and postal address

For the Main applicant:

Please insert your email and postal address

For the Co-applicant Organization:

Please insert your email and postal address

Article 9 – Amendments

9.1 Any request for amendment to the Agreement shall be submitted in accordance with Article 9. Proposals for amendments shall be submitted by the Leading Organization, Main applicant and Co-applicant.

9.2 The UKF shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from the UKF within 45 days of receipt of such a request, or any other period provided for in the contract, does not constitute approval of the request.

9.3 All amendments to the contract shall be in writing and in English.

Article 10 - Intellectual Property and Publications

10.1 All Background Intellectual Property belonging to one Party is and shall remain the exclusive property of the Party owning it.

10.2 The Background Intellectual Property shall be made freely available to all Parties solely for the purpose and for the duration of the research and development, activities of the visit as stipulated in Article 3.1.

10.3 The Foreground Intellectual Property rights arising from the visit shall be owned as follows:

10.3.1 To the extent that the Foreground Intellectual Property is generated or developed by the activities and/or intellectual contributions of the persons financed by the UKF and Croatian organization alone, then it shall vest in and be owned by the UKF and/or by the Croatian Organization alone (providing the UKF has transferred its Intellectual Property Rights to the Croatian Organization through IPR transfer agreement);

10.3.2 To the extent that the Foreground Intellectual Property is generated or developed by the activities and/or intellectual contributions of the persons financed jointly by the Foreign Organization , UKF and Croatian Organization, then it shall vest in and be owned jointly by Foreign Organization, UKF and Croatian Organization. The financial terms of exploiting rights of any jointly owned Foreground Intellectual Property will be fair and reasonable in the circumstances and will be negotiated taking into account the financial contributions of the Parties as stipulated Annex I part- "Total project costs with contribution from other sources".

10.4 The Main applicant, the Co-applicant and the Leading Organization shall ensure the divulgation (including scientific publications) of Foreground Intellectual Property shall only be undertaken with the prior approval of the UKF. The UKF shall notify on it consent or rejection the Main applicant within 20 days.

10.5 When, at any time during or after completion of the visit, promotional material, books, articles, television or radio programs, newsletters or other literary or artistic works which relate to the visit is published, the Leading Organization, Main applicant and Co-applicant shall acknowledge, at a prominent place in the publication, the support of the UKF in a form acceptable to the UKF. Advice of acceptable forms of acknowledgement and use of the logo is provided on the UKF's website.

10.6 The Main applicant, the Co-applicant and the Leading Organization are obliged to participate in any public presentations of the UKF and in other activities of the UKF (seminars, workshops, internet platforms...) as requested by the UKF.

Article 11 - Confidentiality

11.1 The UKF agrees not to disclose any Confidential Information on the Leading Organization, the Main applicant and the Co-applicant without the Leading Organization's, the Main applicant's or the Co-applicant's consent, respectively.

11.2 The UKF will not be taken to have breached its obligations under Article 11.1 to the extent that the UKF discloses Confidential Information: to its staff, members of Committees, employees of the MSES, agents, external professional advisers or contractors solely to comply with obligations, or to exercise rights, under the agreement or to enable effective management or auditing of the agreement:

11.2.1 for a purpose directly related to the enforcement or investigation of a possible breach of any Republic law;

11.2.2 to the Minister, or in response to a demand by the Croatian Parliament;

11.2.3 within the MSES or another government agency or authority, where this serves the UKF's or the MSES's legitimate interests;

11.2.4 as required or permitted by any other law, or an express provision of the agreement, to be disclosed.

11.3 UKF reserves the right to publish any details and/or results required for the dissemination of information in the public interest, with the exception of Confidential Information.

Article 12 - Termination of the Funding and Agreement

12.1 The UKF may terminate this Agreement and not pay second installment or suspend second installment or pay part of second installment, or recover all Funds within 90 days by notice in writing to the Leading Organization and the Main applicant, and the Co-applicant if the UKF reasonably believes that any one or more of the following conditions specified has/have not been satisfied in relation to the visit proposal:

12.1.1 if the Leading Organization does not spend all funds paid under this Agreement in accordance with the Financial Plan (Annex 1);

12.1.2 if the Leading Organization does not comply with any other requirements or conditions imposed by the UKF in connection with any Funding covered by this Agreement;

12.1.3 if the UKF reasonably believes that it has received inaccurate, incomplete or misleading information in relation to that visit, including in the Proposal or in any report provided under the agreement;

12.1.4 where the required reports or deliverables are not submitted the UKF on time as stipulated in the Article 4;

12.1.5 where UKF does not approve the reports or deliverables submitted by the Leading Organization;

12.1.6 for major technical or economic reasons substantially adversely affecting the completion of the visit;

12.1.7 in case of non-performance or poor performance of the work or breach of any substantial obligation imposed by this grant agreement that is not remedied following a UKF's written request to rectify the situation within a period of 30 days;

12.1.8 when the Leading Organization and/or the Project Leader have their affairs administered by the courts, are bankrupt or have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation provided for in Croatian legislation or regulations;

12.1.9 if the Leading Organization and/or the Project Leader have been declared to be in serious violation of any other contract with state administration, the Funding will be suspended or Agreement terminated.

12.2 Termination of this Agreement at the UKF's initiative shall be notified to the Leading Organization and the Main applicant, and shall take effect on the date indicated in the notification and at the latest 10 days after its receipt by the beneficiary.

12.3 In the case that the Leading Organization or the Main applicant wishes to terminate the agreement it shall be done in written in accordance with Article 9 and the termination period shall be determined by the UKF.

Article 13 - Law Governing Agreement and Language

13.1 The Agreement shall be governed by the laws of the Republic of Croatia, and the language of the Contract shall be English.

Article 14 - Dispute Resolution

14.1 Any dispute arising out of this Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of Croatia.

Article 15 - Entire Agreement and Variation

15.1 The agreement, including Annexes constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of the agreement.

15.2 This Agreement will be printed and signed in 5 originals and every contractor will keep one original.

FOR THE MSES

FOR THE MAIN APPLICANT:

FOR THE CO - APPLICANT:

Signed by **Dražen Vikić-Topić, Ph.D.**

Signed by

Signed by

Title: The State Secretary

Title:

Title:

Date of signature

Date of signature

Date of signature



**FOR THE LEADING
ORGANIZATION:**

Signed by

Title:

Date of signature
