

Intended for:
To all worksites
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Brno, 09 March 2017
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RECTOR'S DECISION No. 12/2017

Implementation of projects financed from the Operational Program Research, Development and Education

I. Subject

This decision:

- (1) Follows up on Rector's decision 16/2016 Preparation of applications for the Operational Program Research, Development and Education.
- (2) Defines processes associated with university-wide, faculty / institute projects as well as projects implemented between different parts of the university financed from the Operational Programme Research, Development and Education (hereinafter "OP RDE").
- (3) Sets out the competences of persons participating in a project on all MENDELU worksites and its parts (hereinafter "part") during the project implementation.

II. Specification of the Project Parameters (University Negotiations)

- (1) University negotiations of a project - projects selected by the OP RDE managing body (hereinafter "MB") for funding may be different from the one described in the project proposal.
- (2) The negotiations phase may in particular include clarifications and possible adjustments of specific activities and a justification for the construction-technical part of the project, reduction of investment requirements, revising of the budget or adjustments of indicators.
- (3) Immediately after the university receives an official notification that the project has been recommended for funding by the MB, the Rector will ask the project proposer to assemble the preparation team of the project including the dean/director of the respective faculty/institute (part) and the appropriate coordinator of the call. Then, the proposer will commence the university's negotiations on the project.
- (4) The university negotiations always include:
 - a. definition of project activities of the involved part including the relevant indicators and the schedule,
 - b. itemized budget for the project including a concretization of the co-funding for involved parts,
 - c. financial plan of investment requirements (if applicable),
 - d. demonstration of the ability of the involved part to co-fund the project from appropriate sources,
 - e. demonstration of the ability of the involved part to meet the project indicators,
 - f. any/all changes proposed by the MB compared to the original project application,
 - g. decision on further procedure with respect to the MB.
- (5) After the end of the negotiation phase, the project proposer will, in collaboration with the project manager, check the revised project application focusing in particular on ensuring that the revised application complies with the conclusions recommended by the MB. The project proposer will also check the accuracy and completeness of mandatory annexes required for the issue of a funding decision.

III. Implementation Team

- (1) The project's investigator is the person entrusted by the Rector with the complex management of

the specific funded application for OP RDE support. The project investigator is usually the proposer of the funding application.

- (2) Following an agreement with the management of the appropriate part, the investigator will decide on the worksite where the project will be implemented.
- (3) The investigator holds the role of editor or higher in the ISKP 14+ system, whereas roles in the project are assigned by the appointed employee of the department of science and research (hereinafter "DSR").
- (4) Responsibilities of the investigator include the preparation of contract detailing the project's implementation (the project contract) together with the involved parts and the legal department; this contract will include the allocation of resources and a specification of the co-funding of the involved parts.
- (5) The implementation team is set up by the investigator after consultation with MENDELU and the management of individual involved parts. The negotiations will be documented by minutes that will be attached to the project documentation.
- (6) The project manager is a person appointed by the investigator to be responsible for project management.
- (7) The implementation team consists of the professional team and the administration team. Both teams must be able to conduct activities which together cover all levels of the project and provide all activities related to the project's administration, including the administrative tasks towards the grant provider.
- (8) The implementation team is assembled in compliance with the provider of the approved mandatory key activity *Project management*, which is listed in the funding application.

IV. Project Contract

- (1) The performance of project activities in its individual parts will be handled by a project contract concluded between the Rector and the appropriate dean / director of the involved part.
- (2) The project contract specifies the obligations of the parties involved in the project and sets out the obligations of the individual parts in detail.
- (3) The project contract addresses in particular the following:
 - a. the implementation team for the involved part,
 - b. project management,
 - c. meeting the indicators and the schedule,
 - d. financial milestones including the procedures in case of non-compliance, i.e., an updated financial plan for pre-funding and settlement of the project,
 - e. settlement of financial resources of the involved parts,
 - f. funding of eligible project costs,
 - g. funding of remaining costs from individual involved parts,
 - h. method of pre-funding, especially for investment activities,
 - i. covering of ineligible expenses,
 - j. project budget for the involved parts, including fixed and indirect costs,
 - k. sustainability of the project in terms of its focus and financial aspects, including mandatory reinvestments and sources of sustainability funding,
 - l. further rights and obligations of the involved parts.
- (4) Preparation of the project contract starts immediately after the end of the university negotiation phase.
- (5) The project contract between the involved parts must be concluded 30 days after the date of the project commencement at the latest, in view of the deadlines for the preparation of the first project report specified by MB.
- (6) A template of the project contract is in the annex to this decision.
- (7) The Rector assigns the preparation, coordination and investigation of the approved project to the investigator in writing.

V. Co-funding of OP R&D&E Projects

- (1) MENDELU is obliged to co-fund OP RDE projects in the scope of at least 5 % of the total refundable and justifiable project costs.
- (2) For the purposes of co-funding OP R&D&E projects, internal resources include the income of public universities as per Act 111/1998 Coll., on Higher Education, as amended, in particular the following:

- a. contribution from the state budget for educational and creative activities (unless the funding decision specifies otherwise),
 - b. earnings from owned property,
 - c. earnings from supplementary activities,
 - d. earnings from gifts and inheritance,
 - e. resources designated in specific rules of the call such as, e.g., the reserve fund, the fund of operational resources and/or the fund for reproduction of investment property.
- (3) For these purposes, own resources also include resources of institutional support for the long-term conceptual development of the research organization as per Act 130/2002 Coll., on supporting science, experimental development and innovation, as amended (unless the funding decision specifies otherwise).
- (4) The parts where the project will be implemented shall secure the co-financing resources for the activities implemented within the given parts.

VI. Obligations during the Commencement and Investigation of the Project

- (1) The obligations of the investigator towards the economic department notably include:
- a. submit an original copy of the funding decision as well as annex to the funding decision, if applicable, the original copy of the funding decision along with annex and accounting documents will be stored at the premises of the economic department for the whole duration of the project. After the financial settlement of the project, these documents will be stored in the archives of the economic department.
 - b. request for the creation of separate bank account (or accounts) for the project in line with provider's instructions.
 - c. present a detailed project budget including a breakdown into individual involved parts, determine the number of SPP (project structured plan) elements for the project (distinguishing at least between direct costs, fixed costs and co-funding).
 - d. specify, in writing, the source of co-funding and the costs of ineligible expenses including the signature of the mandator of the given operation that is authorized for the given source.
 - e. present a completed specimen signature. As per MENDELU directive no. 1/2007, on the Internal Control System, the mandator of the operation is the project investigator and the budget administrator is the person listed in the specimen signature, usually the project manager or financial manager of the project. The second operation manager for investment operations will be the person responsible for the appropriate part.
 - f. present the project contract concluded between the involved parts.
 - g. present the timetable for project reports and payment requests.
 - h. provide a list of accounting documents for inspection along with the project's accounting records at least 14 days before the deadline for submitting the project report and payment request.
- (2) Additional obligations of the investigator:
- a. initiate the involvement of relevant worksites at the Rector's office via the bursar and in view of the content of the project, especially the department of public procurement, the construction department, the institute of information technology, the HR and social department and the chancellery.
 - b. prepare, together with the individual involved parts and the university legal department, a contract on the investigation of the project including negotiations with the management of the involved parts on the sources and amount of co-funding.
 - c. ensure that information about the execution of the project is regularly (based on the deadlines of the project reports) provided to the university management and the management of the involved parts.
 - d. for the whole duration of the project, manage risks, determine their severity and probability of occurrence as well as possible impacts on the project.
 - e. immediately inform university management and the management of the involved parts of significant risks to the project, including the proposal of measures to mitigate these risks.
 - f. together with the project manager secure communication towards the funding provider.
 - g. follow the relevant documents of the provider and the applicable MENDELU regulations.
 - h. be responsible for the preparation of documents for audits.
 - i. be responsible for the proper and timely preparation and submission of the payment requests and project reports.
 - j. provide for the project report in IS KP 14+ is electronically signed by the appropriate signatory.
 - k. be responsible for record keeping in line with the applicable internal regulation.

VII. Accounting Operations

- (1) In the area of processing of accounting and tax documents associated with OP RDE projects, MENDELU follows especially Act 563/1991 Coll., on Accounting, Act 235/2004 Coll., on Value Added Tax, Act 586/1992 Coll., on Income Taxes, Act 320/2001 Coll., on Financial Audits, all as amended, as well as Directive 504/2002 Coll., Accounting Procedures for Non-profit Organizations, as amended.
- (2) Furthermore, MENDELU follows its internal regulations and ensures that billing is carried out in compliance with the valid accounting schedule for the given calendar year.
- (3) MENDELU carries out a profit and loss billing as to 31 December of the given year, prepares a profit and loss statement, and the budget. All accounting and tax documents for the relevant calendar year must be billed as to this date, including documents related to OP RDE projects that continue in the next year and whose expenses do not have a specific assigned time.
- (4) The costs and profit of a project are kept separately in different accounting records under resource No. 1108 OP RDE funding for the area of developmental and teaching projects and SPP elements starting with DPXXXX and under resource 2019 OP RDE funding for scientific-research projects with SPP elements starting with DVXXXX.

VIII. Closing provisions

- (1) This decision focuses on the implementation phase of projects funded from OP VVV.
- (2) The Rector is responsible for overseeing compliance with this decision.
- (3) This decision comes into force and takes effect 14 days after its publication.

Annex 1: Project Contract Template

Annex 2: Appointment of the Investigator

prof. RNDr. Ladislav Havel, CSc.
Rector

Annex 1 Project Contract Template

Rector's decision 12/2017 Carrying out projects financed from the Operational Program Research, Development and Education

The parties:

Mendel University in Brno
represented by prof. RNDr. Ladislav Havel, CSc., Rector
(hereinafter MENDELU) as one party

and

MENDELU part - <name of part> represented by
<name including titles>, the dean/director of the
given part¹ (hereinafter "part") as the other party

conclude, on the day, month and year specified below, the following

Project Contract

I.

Subject of the Collaboration Contract

- (1) The purpose of this contract is to make arrangements for the mutual relations between the parties within the scope of the investigation of a project funded by the **Operational Programme Research, Development and Education** (hereinafter "OP RDE"), specifically: Project name: <official name of the project>
Project number: <identification number of the project> (hereinafter the project)

II.

Implementation Team

- (1) The following persons are authorized to manage the project and represent MENDELU in matters related to the project:
- project investigator: <name including titles>
 - project manager: <name including titles>
- (2) The person responsible for the project's activities within the part is:
- coordinator for the part: <name including titles>
- (3) A change of the coordinator of the part or the person appointed to monitor the expenses on the level of the part must be notified by the dean/director to the project investigator without delay no later than within 5 workdays.
- (4) The implementation team is assembled in compliance with the provider of the approved mandatory key activity Project management, which is listed in the funding application.

III.

Obligations of the Parties

- (1) The parties first and foremost commit to:
- a) commence performing the assigned component of the project without unnecessary delay after the signature of this contract and continue until the termination of the project in a manner specified within this contract, the project documentation and the applicable legal regulations,
 - b) achieve the planned results and outputs as per the approved project request, create project outputs in collaboration with other contractual parties in the interest of achieving the best outcome and greatest utility of the achieved results,
 - c) refrain from any activities which could make it more difficult or impossible to achieve the intended

- goals of this contract and the project as a whole,
- d) immediately inform each other about facts that are important in view of the project's implementation, immediately provide others with documents relevant for the investigation of the project and properly collaborate on the implementation of the project,
 - e) allow the audit of all documents related to the activities they perform within the project, allow the continuous auditing of all performed activities that they are committed to following this contract, and collaborate with all persons authorized to perform such audits,
 - f) make sure that the submitted reports and outputs are formally and factually correct.
- (2) Each party is individually responsible to the counterparty for any damage caused by its failure to meet its obligations. Each party is individually responsible for damage caused to a third party during the performance of their obligations arising from this project or related to it.
 - (3) The results and outputs of the project are owned by MENDELU, and otherwise the procedures will follow the provider's specified conditions.
 - (4) The publications of project results is carried out in compliance with the funding application. The parties commit to present the results and outputs of the project in all publication forms. The parties will act towards third parties in a way ensuring that the counterparty's interests are not damaged.
 - (5) The investigator team is responsible notably for the following activities:
 - a) project management,
 - b) communication with the funding provider,
 - c) preparation of the project reports and payment requests,
 - d) setup and provision of internal and external communication,
 - e) processing and administration of substantial as well as minor changes to the project,
 - f) continuous evaluation of the progress made in key activities of the project,
 - g) evaluation of the reservations and assessment of the outputs of the project,
 - h) management of project risks,
 - i) securing of publicity for the project,
 - j) inspection of accounting documents, their approval and submission to the economic department for payment,
 - k) all coordination of activities aimed at achieving the goals of the project as described in the funding application.
 - (6) The part is responsible for the performance of project activities within its scope and will first and foremost ensure:
 - a) the due and timely performance of project activities,
 - b) meeting of output and result indicators associated with the key activities of the project, including all activities leading towards the project's goals as per the project application,
 - c) achieving the planned number of indicators in the designated milestone,
 - d) billing of the resources spent,
 - e) preparation of documents for individual project reports and payment requests,
 - f) provision of all additional factual or financial information (if applicable) which may be requested from bodies authorized to audit the project.

IV.

Project Timetable

The project will begin on: <date> The project will
 end on: <date> Project duration: <number of
 months> Financial settlement of the project:
 <date>
 Sustainability period of the project: <date>

V.

Financial Management of the Project

- (1) The project is funded from the EU structural funds, the Czech state budget, and co-funded from MENDELU's own resources with at most 5 % of the total budget of the project.
- (2) The allocation per part is CZK <amount in CZK>.
- (3) An itemized specification and structure of costs is provided as an annex to the project contract.
- (4) Financial resources will be utilized based on the project schedule and in line with the completion

of individual project activities.

- (5) The part is fully responsible for the efficient, purposeful and economical use of the financial resources allocated to the part, including any ineligible costs and other financial sanctions that will be borne by the part.

VI. Closing provisions

- (1) This contract is concluded for a definite period of time, specifically until the termination of the project including its final billing and sustainability period.
- (2) Unless stipulated otherwise in the contract, the provider's rules are respected in full and so are the rules and internal regulations of MENDELU and the generally binding legal regulations of the Czech Republic.
- (3) Legal relations not addressed by this contract are governed by Czech law.
- (4) If some provisions of this contract are or become invalid, this shall not affect the validity of the other provisions of this contract. The parties commit to replace any invalid provisions of this contract by other valid provisions whose content and intent correspond the content and intent of the original provisions as closely as possible.
- (5) This contract may only be amended in writing and by means of numbered amendments.
- (6) This contract comes into force and takes effect upon its signature by all parties.
- (7) The following annexes form an integral part of this contract.
- (8) This contract is drawn up in four original copies which have the same validity, whereas one original copy shall be provided to the Rector, to the involved part, and the project investigator, whereas the investigator will then immediately provide their original copy to the economic department.
- (9) After reading this contract, the parties declare that they agree with its contents, that these are clear, intelligible, and match their free, true and serious will, and that these statements are not made under distress or pressure. In witness thereof they attach their signatures below.

SIGNATURES:

Rector:

Signature:
Name and title(s):
Date:
Place: Brno

**On behalf of the part:
dean/director of the institute**

Signature:
Name and title(s):
Date:
Place: Brno

Annexes:

1. The approved project application including all relevant annexes (electronic form on a CD, DVD or similar electronic media).
2. Project budget including additional funding, the sources of such additional funding, fixed and indirect costs.
3. Implementation team
4. Project management (as per KA1 Project management in the approved project).
5. Indicators and schedule for meeting the indicators.
6. Financial milestones including the procedures for their violation (updated financial plan for pre-funding and billing of the project).
7. Financial resources of the involved part.
8. Manner of pre-funding, especially for investment activities of the involved part.
9. Coverage of ineligible costs.
10. Method of monitoring costs on the level of the project and the involved part.
11. Method of managing the resources allocated to the involved part.
12. Project sustainability - factual and financial, including mandatory reinvestments and funding sources for sustainability.

13. Further rights and obligations of the involved part.

*Annex 2 Appointment of the Investigator
Rector's decision 12/2017 Carrying out projects financed from the Operational Program Research,
Development and Education*

Appointment of the Investigator

I hereby appoint Mr./Ms. <name incl. titles>, <worksite> as the person responsible for the preparation, coordination and investigation of the approved project titled <project identification number, name>, order number <order number>, investigated at Mendel University in Brno (hereinafter "MENDELU") within the programme <name of the programme> announced by <name of funding provider>.

The project commences on <date of commencement of the project> and is to be completed by <date of termination>.

The investigator's duties include securing proper implementation of the project in compliance with the rules for the use of the applicable allocations (grants, contributions, MENDELU's own resources) keeping with their best judgement, correctly, transparently, in good faith and in compliance with applicable legal regulations of the Czech Republic (and/or the EU), internal MENDELU regulations, and at the same time to protect MENDELU's reputation.

The investigator is responsible in particular for:

1. the professional (factual) and administrative side of the project,
2. project management aimed at achieving the set goals and outputs within the specified time and quality using the allocated financial resources, both during the project's duration and its sustainability period,
3. perform the necessary steps towards obtaining and protecting MENDELU's copyrights for the outputs of the project as per the project proposal and its funding rules,
4. efficient use of the financial resources while adhering to the prescribed structure and size of the budget,
5. preparation of the required project reports and ensuring that they are formally and factually accurate,
6. securing documents for internal or external audits following the requirements of the auditing body or the provider.

SIGNATURES:

Rector:

Signature:
Name and title(s):
Date:
Place: Brno

**The appointment was
accepted by:**

Signature:
Name and title(s):
Date:
Place: Brno

ⁱ Cross out the non-applicable item (delete it in the electronic version). Do the same in further occurrences.