24.01.2018. No.15

**European Regional Development Fund**

**Postdoctoral research aid**

**- [*Research application title*]-**

**- [*Research application number*]-**

**– Postdoctoral researcher mobility –
Cooperation agreement
between the implementer of the research application and the cooperation partner**

**[Minimum requirements][[1]](#footnote-1)**

[Name of the institution of the implementer of the research application], Registration No. [ ], address [ ], represented by its Director/ Rector [Name, Surname] acting in compliance with [ ], on one side and [Name of the institution of the cooperation partner], Registration No. [ ], address [ ], represented by its Director/ Rector [Name, Surname] acting in compliance with [ ], on the other side (hereinafter - Partners) hereby agree to cooperate for providing the postdoctoral researcher’s [Name, Surname, Personal ID Code, address] mobility, training and/ or cooperation research[[2]](#footnote-2) in compliance with the objectives, tasks and the research subject of the research application [number]. Partners hereby undertake to comply with the quality requirements and the Code of Conduct of the European Charter of Researchers for recruitment of researchers in all the aspects related with organisation and implementation of research and mobility, including the research environment.

1. **Mobility (research business trip/ cooperation research/ training)**

The Partners hereby agree on the following postdoctoral researcher’s mobilities at the institution of the cooperation partner:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Month, year** | **Length** | **Operation/****activity** | **Mobility type, goal and tasks (brief)** | **Result** |
|  |  |  |   |  |  |

The cooperation partner hereby undertakes to issue a written attestation regarding each implemented mobility to the implementer of the Research application. The attestation includes information regarding the type of mobility, the completed research work, the date and the length.

**2. European Charter of Researchers and Code of Conduct for Recruitment of Researchers**

The Partners shall follow the European Charter of Researchers for recruitment of researchers. Its provisions can be found at the following address:

<http://www.esf.org/index.php?eID=tx_nawsecuredl&u=0&g=0&t=1448032516&hash=cb570c111cfe4a74e3f449aeeb23c8f53f4a9647&file=fileadmin/be_user/Communications/code_of_conduct/Charter_and_Code_-_EN.pdf>

The Partners hereby agree to comply with the following principles and requirements:

* 1. to provide the opportunities for the postdoctoral researcher to implement the general principles and requirements applicable to researchers;
	2. to consider a postdoctoral researchers as a professional and to treat him/ her accordingly;
	3. to respect all the principles of non-discrimination, to promote and to ensure equal treatment and opportunities for everyone, in particular, persons from unfavourable environment or vulnerable groups;
	4. to provide appropriate research equipment, facilities and possibilities, including for remote collaboration over networks, and that the national or sectoral regulations concerning health and safety in research are observed in the course of performing research;
	5. to ensure that the postdoctoral researcher’s working conditions are sufficiently flexible by ensuring their compliance with the valid national legislation and the national or sectoral collective employment agreements, which shall be viewed as a necessary condition for successful performance of research;
	6. to develop career growth strategy for the postdoctoral researcher by assigning a mentor whose task is to provide support and advice to the postdoctoral researcher in the field of his/ her individual and professional development by providing motivation and minimising insecurity regarding his/ her professional future;
	7. to value the importance of the geographic, intersectoral mobility, disciplinary and interdisciplinary mobility, virtual mobility, as well as mobility from the public to the private sector in increasing knowledge and professional development;
	8. to ensure that the postdoctoral researcher can enjoy benefits (if applicable) which are obtained by using the results of his/ her research and innovation work by providing legal protection and, in particular, by protecting the intellectual property rights, including the author’s rights. In compliance with Clause 20 of Cabinet Regulation No. 50 of 19 January 2016 “Regulations Regarding 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” the cooperation partner shall not gain economic advantage or intellectual property rights arising from the activities carried out within the scope of the research application;
	9. to ensure required basic conditions and rights to the postdoctoral researcher to be recognised, referred to and/ or cites as the co-author of works, patents, etc. in relation with his/ her actual contribution or allowing him/ her to publish the results of his/ her research independently of the scientific adviser (-s);
	10. to ensure that a person is clearly appointed who can be approached for advice regarding performance of the professional duties and that the postdoctoral researcher is notified thereof accordingly. For the purpose of performing such duties, it should be clearly envisaged that the scientific adviser is sufficiently qualified in the particular sector and area, that he/ she has sufficient time, knowledge, experience, qualification and willingness to provide relevant support to the postdoctoral researcher and to provide for needed procedures in order to follow the course of the work and to review it, as well as for implementing the required feedback.
1. **Obligations of the Cooperation partner:**
	1. The Cooperation partner shall provide all the materials required for the operation/ activity and access to the cooperation partner’s infrastructure, as well as other resources, including human resources required for successful performance of the operation/ activity.
	2. Provision of storage of all the documentation related with implementation of the research application until *(term)*.
	3. The Cooperation partner shall provide separate accounting of the research application which is separated from the total accounting of the institution.
	4. The Cooperation partner shall ensure that all the documentation related with implementation of the research application contains a reference to the research application contract number and the project agreement number, and contracts and ordinances shall contain a reference that the relevant research application if co-funded by the European Regional Development Fund.
	5. The Cooperation partner shall ensure separation of the record keeping of the research application from the total record keeping of the institution.
	6. The Cooperation partner shall provide a possibility for the State Education Development Agency and other control institution to have access to the documentation related with the postdoctoral researcher’s operations/ activities.
	7. Following the activity performed by the postdoctoral researcher, the cooperation partner shall submit the attestation to the Implementer of the research application that the postdoctoral researcher has performed the operations/ activities provided for by the agreement within the term provided for by the agreement and has attained the result within \_\_\_\_ days.
2. **Duties of the Implementer of the research application:**

4.1. The Implementer of the research application shall send the postdoctoral researcher for performance of the *operation/ activity* envisaged within the project “*Title*”.

4.2. The Implementer of the research application shall brief the cooperation partner regarding the information contained in the research application and shall ensure that the cooperation partner is aware of its role in implementation of the research application.

4.3. The Implementer of the research application shall ensure that the cooperation partner is aware of its obligations in implementation of the research application.

4.4. The Implementer of the research application shall cover the accommodation expenses of the postdoctoral researcher.

4.5. The Implementer of the research application shall cover the costs of purchase of the materials required for performance of the postdoctoral researcher’s operations/ activities, depreciation costs of equipment, etc. to the cooperation partner.

1. **Financial provisions, procedure of settlement:**
	1. The Implementer of the research application shall cover the following expenses to the Cooperation partner in the following amount (*amount*) EUR including the following:
		1. *Costs item (amount);*
		2. *Costs item (amount)*.
	2. The Implementer of the research application shall make payment to the Cooperation partner within (*term*).

**6. Information:**

6.1. Scientific advice

 The Cooperation partner shall provide support to the postdoctoral researcher in the research work, training and technical assistance for using equipment. Information and assistance shall be provided by the following persons:

|  |  |  |
| --- | --- | --- |
| **Person in the Cooperation partner’s institution (name, surname)** | **Contacts****(e-mail address, telephone No.)** | **Additional information** |
|  |  | Scientific adviser  |
|  |  |  |

6.2. Insurance

The Cooperation partner shall provide assistance for obtaining an insurance policy and shall notify the postdoctoral researcher in cases when insurance does not cover expenses automatically, as well as notify and train the postdoctoral researcher regarding security measures. Information and assistance shall be provided by the following persons:

|  |  |  |
| --- | --- | --- |
| **Person in the Cooperation partner’s institution (name, surname)** | **Contacts****(e-mail address, telephone No.)** | **Additional information** |
|  |  |  |
|  |  |  |

* 1. Accommodation and transportation

The Cooperation partner shall assist the postdoctoral researcher in finding accommodation and shall provide information about local transportation. Information and assistance shall be provided by the following persons:

|  |  |  |
| --- | --- | --- |
| **Person in the Cooperation partner’s institution (name, surname)** | **Contacts****(e-mail address, telephone No.)** | **Additional information** |
|  |  |  |
|  |  |  |

1. **Force Majeure**

7.1. Fore Majeure conditions shall include the results of disasters or accidents that cannot be predicted and prevented. Such Force Majeure conditions include the regulations outside the scope and control of the Implementer of the research application or Cooperation partner (natural disasters, flood, fire, earthquake and other natural disasters, as well as war and hostilities, strikes, prohibitions imposed by competent state authorities and other circumstances outside the scope of eventual control).

7.2. If the above circumstances last for more than 1 (one) month, either of the parties shall be entitled to terminate the agreement unilaterally.

7.3. The party who is prevented from performance of its obligations due to the Force Majeure circumstances shall notify the beginning or the end of such circumstances to the other party in writing within 3 (three) days.

7.4. A party shall not be held liable for any damage caused to the other party if it has been caused in the result of Force Majeure circumstances.

1. **Concluding provisions**

8.1. The present cooperation agreement has been concluded for the time period from (*date*) to (*date*).

8.2. The Implementer of the research application and the Cooperation partner shall resolve disputes by mutual negotiation. If a dispute is not resolved by negotiation, the dispute shall be solved in compliance with the procedure provided for by legislation.

8.3. The Cooperation partner and the Implementer of the research application shall be prohibited to assign their rights of claim arising from the agreement to third parties.

**9. Signatures of institutions (legal representative)**

[Implementer of the research application] [Cooperation partner]

Registration No. Registration No.

[address] [address]

Telephone Telephone

Fax Fax

E-mail E-mail

[Bank account No.] [Bank account No.]

|  |  |  |
| --- | --- | --- |
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1. Additional clauses may be added to the present agreement for reflecting the essence of cooperation better. [↑](#footnote-ref-1)
2. It is a cooperation research when a postdoctoral researcher works part of the project time at the implementer of the research application and a part of the time at the cooperation partner and the aggregate time a both places equals full working time and a wage is received at both places from the funder of the research application. In this situation additional provisions shall be defined in Clause 3 of the Agreement. [↑](#footnote-ref-2)