**UNIVERSITY OF SPLIT,** OIB/VAT**:** 29845096215,hereinafter indicated as **UNIST** or Seconding Entity, established in Ruđera Boškovića 31, 21 000 Split, Croatia,

**HOST INSTITUTION**, OIB/VAT:XXXXXXXX hereinafter indicated ACRONYM as or Host Entity, established inADRESS, POST CODE, CITY, COUNTRY,and

**NAME AND SURNAME,** hereinafter indicated as **RSS** or Research support staff, OIB/PIN: xxxxxxxxx, [ADRESS], [ZIP CODE/CITY], Croatia, concluded the following:

**SECONDMENT AGREEMENT**

1. **General Terms**

* 1. **Research support staff (RSS):** an individual who provides assistance, coordination, and support services to researchers, scientists, academics, or research teams within an organization, such as universities and research institutes with a minimum of 6 months experience in the R&I field.
  2. **Secondment:** means a period during which an RSS is hosted by an entity (Host Entity) other than his/her employing institution (Seconding Entity) with the purpose of learning new skills. It is neither temporary employment, contract staffing nor labour leasing.
  3. **Secondment Plan:** the detailed plan of activities to be carried out by the RSS in the host institution.
  4. The Seconding Entity, agrees to the placement of **Name and Surname** as a seconded *RSS* within the framework of the Horizon Europe “Accelerating ERA by Sharing Unique Talents for healThy Life and Environment”, ERA SHUTTLE project, Grant Agreement 101120502, for on the following conditions:

| Secondment start date: |  |
| --- | --- |
| Secondment end date: |  |
| Secondment location: |  |

1. **Services**
   1. During the period of the secondment, the RSS will undertake the role of Postion and perform the tasks as outlined in the Secondment Plan (see point III.). This role is based at Institution and Country.
   2. The Host Entity will provide the facilities necessary for the RSS to perform the tasks as outlined in the Secondment Plan below for the duration of this agreement.
2. **Secondment plan**

| Objectives:   * **See Annexe 1** |
| --- |
| Specific tasks:   * **See Annexe 1** |
| Expected results:   * **See Annexe 1** |

1. **Financial arrangements** 
   1. The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement.
   2. In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation or travel expenses of the RSS.
   3. The RSS will not receive any other income than those received from the UNIST for the activities carried out in the framework of this agreement.
   4. The Host Entity will not require the payment of any fees by the RSS.
2. **Terms and Conditions** 
   1. The RSS shall at all times remain subject to the terms and conditions under his/her contract with the Seconding Entity. The RSS will be maintained on the payroll of the Seconding Entity and the Seconding Entity shall retain all rights and responsibilities in relation to its appointment of the RSS. Any current pension arrangements of the RSS will remain unchanged.
   2. This Agreement shall be governed by the Host Entity country’s law and the Host Entity consents to the exclusive jurisdiction of the Courts of the Host Entity country in respect of this Agreement.
   3. The Seconding Entity and the Host Entity will endeavor to amicably settle disputes arising out of or in connection with this Agreement. Any disputes that cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
   4. The secondment is subject to the RSS being and remaining eligible to be appointed in the seconding country and is subject to the RSS obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country’s immigration rules.
   5. While the Host Entity is supporting this placement, the RSS shall be under the day-to-day control of the Host Entity and shall undertake to comply with the working practices of, and take instructions from the Host Entity.
   6. The RSS must devote him/herself to the tasks as outlined in the Secondment Plan (point 3 above), unless there are duly justified reasons connected to personal or family circumstances.
   7. The number of days off the RSS is entitled to during secondments will be determined by the Seconding Entity and the Host Entity before the start of the secondment, in accordance with the Seconding Entity’s holidays terms and conditions specified in the RSS employment contract.
   8. The Host Entity will ensure that the Secondee enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will be responsible for the all prevention and protection obligations relating to the posting of the Secondee as required by law.
   9. The Seconding Entity shall not be liable to the Host Entity in respect of any loss or damage suffered by the Partner organization arising out of or relating to the Services provided under this Agreement or in respect of any failure to provide the Services or arising out of or relating to the termination of the RSS’s appointment at the Host Entity prior to the expiry date.
3. **Intellectual Property**
   1. Any results, including information, whether or not they can be protected, arisin g out of the Services provided through this agreement shall be the shared property of the Seconding Entity and the Host Entity.
   2. Nothing in this agreement shall be so construed or interpreted in any way as to confer ownership or any access rights on the Host Entity with regards to the results and information generated under the ERA SHUTTLE project or the information, copyrights, data, documents, materials or intellectual property rights owned by the other participants in the ERA SHUTTLE project.
   3. The RSS has the same rights and will comply with the same obligations as the Seconding Entity with regard to the ERA SHUTTLE Grant Agreement Article 16. The grant Agreement is attached as Annexe 2.
   4. In the case that Host Entity wishes to protect the confidentiality of any data, documents or other material made available to the RSS within the context of this agreement, the Host Entity will enter into a separate Non-Disclosure Agreement (NDA) with the RSS. In the case that confidential information is intended to form part of the thesis, dissertation, publication or poster of the RSS, this NDA will include specific provisions to ensure that the confidential information remains protected.
   5. In the case that the RSS enjoys access rights to results and information generated within the ERA SHUTTLE project or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the RSS will ensure that the rights of the respective owner(s) are upheld in accordance with the ERA SHUTTLE Grant Agreement and the ERA SHUTTLE Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting access rights, the RSS will treat all such information, results, copyrights, data, documents, materials or IPR as ‘confidential information’ in accordance with the terms of the ERA SHUTTLE Grant Agreement Article 16.
   6. The RSS shall inform the Seconding Entity and the Host Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this agreement.
   7. The RSS shall inform the Seconding Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the ERA SHUTTLE Grant Agreement or the ERA SHUTTLE Consortium Agreement.
4. **Additional Remarks**
   1. Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the ERA SHUTTLE Grant Agreement.
   2. Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the RSS at the Seconding Entity.
   3. The period of this agreement remains subject to review at any time by either the Seconding Entity or the Host Entity (see ‘Termination’ below) but shall be specifically reviewed **MONTH AND YEAR OF SECONDMENT START**
   4. Any proposed changes to the terms of this agreement shall be discussed and agreed in writing by the responsible authority of the Seconding Entity and Host Entity prior to initiation or amendment.
5. **Termination**
   1. This Agreement shall be terminated if the RSS’s appointment by the Seconding Entity is terminated for whatever reason.
   2. Either the Seconding Entity or the Host Entity may terminate this agreement before the end of the period with three month’s notice in writing to the other party.
   3. At the end of the Agreement, the scientist in charge at the Host Entity will resume the full duties of the post of the RSS to the main supervisor in the Seconding Entity.
6. **Signatures**
   1. This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Host Entity, the third being kept by the RSS.

For and on behalf of the Seconding entity, **University of Split:**

| Signature…………………………………. | Date: | Stamp: |
| --- | --- | --- |
| NAME: Prof. Dragan Ljutić, PhD |  |  |
| JOB TITLE: Rector |  |  |

For and on behalf of the Host entity,

| Signature…………………………………. | Date: | Stamp: |
| --- | --- | --- |
| NAME: |  |  |
| JOB TITLE: CEO |  |  |

Read and agreed on behalf of the **RSS**:

| Signature…………………………………. | Date: | Stamp: |
| --- | --- | --- |
| NAME: |  |  |
| JOB TITLE: |  |  |