

**Annex 2 to the Methodological Guideline No. 48/2011**

**Hosting Agreement**

(Sample)

**Receiving organisation**

*Name:*

*Registered office:*

*Company registration number:*

*Represented by the statutory representative:*

*Person designated for deliberations (responsible principal investigator of the research and development project):*

(Hereinafter referred to as the “receiving organisation“)

and

**third-country researcher** (person that is neither a citizen of a Member State of the European Union, nor seconded by a research organisation of another EU Member State)

*Name and surname:*

*Permanent residence:*

*Nationality:*

*Identification document number:*

(Hereinafter referred to as the “third-country researcher “)

conclude, pursuant to § 26b of the Act No. 172/2005 Coll. on the organisation of state support of research and development and on supplementing Act 575/2001 Coll. on the organisation of activities of the government and of central state administration organisations, as amended by later legislation, as amended by Act No. 233/2008 Coll., and as amended by Act No. 40/2011 Coll. (hereinafter referred to as the “Act No. 172/2005 Coll., as amended “), this hosting agreement:

**Article I**

- 1) The receiving organisation has a valid permit to receive third-country researcher for the purpose of carrying out activities in research and development number ..... issued on the date .....
- 2) The third-country researcher complies with the requirements pursuant to §26b paragraph 2 of the Act No. 172/2005 Coll., as amended, which he or she declares with an authenticated copy of the documents of his or her professional qualification that constitute Annex 1 to this Agreement.
- 3) The third-country researcher shall *in the period from ..... to.....*<sup>1</sup> carry out research and development in the receiving organisation within the research and development project

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<sup>1</sup> Please, state the exact date: day/month/year

*Titled:*

*That is funded from the resources of the provider<sup>2</sup>:*

### **Article II**

- 1) The receiving organisation undertakes to conclude an employment relationship with the third-country researcher for the solution of the research and development project, set out in Article I paragraph 3, under the conditions set out in Article III.
- 2) The third-country researcher undertakes to carry out works on the research and development project personally, in the workplace of the receiving organisation, according to the instructions of the responsible research and development principal investigator.

### **Article III**

- 1) The receiving organisation shall be responsible for the costs of the third-country researcher's stay and for any further potential costs incurred in his or her expulsion, if it is established that he or she is residing of the Slovak Republic illegally.
- 2) The receiving organisation concludes with the third-country researcher *<a fixed-term employment relationship or an agreement to complete a work>* for the period from..... to.....<sup>3</sup> in the job position of ..... and undertakes to ensure for him or her sufficient monthly financial resources to cover the costs associated with his/her temporary residence and the travel cost for the return trip,<sup>4</sup> at least at the level of the minimum wage. It undertakes to provide him/her with *<wages or remuneration >* amounting to ..... EUR.
- 3) The receiving organisation undertakes to pay the third-country researcher's medical insurance during his or her stay.
- 4) The third-country researcher shall carry out the research activity in the workplace of the receiving organisation *<name of the place of the execution of work>* under the working conditions stipulated by the Labour Code and other employment regulations of the receiving organisation applicable to the other employees in the same workplace and in the same job position.
- 5) The third-country researcher shall be informed of his or her rights and obligations before commencing hosting, of the working conditions, the Organisation Guidelines and the regulations for safety and health protection at work and the fire regulations.

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<sup>2</sup> Please, state who provides the resources for the project, e.g. in a project of EC framework programme – the European Commission is the provider, in a ASRD project - ASRD, in a VEGA project – MoESRS SR or the Slovak Academy of Science, in an institutional project – receiving organisation, etc.

<sup>3</sup> Please, state the exact date: day/month/year

<sup>4</sup> "Return trip" is deemed to be the return of the alien to his or her home country upon the expiry of the validity of the temporary residence permit in the SR.

#### **Article IV**

- 1) The third-country researcher undertakes to:
  - a) take up a travel medical insurance for the duration of his or her stay from the date of the entry in the territory of the Slovak Republic until the date the medical insurance pursuant to sub-paragraph b) starts to apply to him or her,
  - b) conclude a medical insurance contract pursuant to the Act No. 580/2004 Coll. on medical insurance and on amending of the Act No. 95/2002 Coll. on insurance industry and on amending of certain acts, as amended, within 30 days of the conclusion of the hosting agreement, or from the date of the entry in the territory of the Slovak Republic in connection with the hosting agreement, and submit it to the police authority granting residence permit together with a certificate to the effect that he or she does not suffer from a disease posing threat to public health.
  - c) cover the costs of the stay from the wages or remuneration that will be received pursuant to Article III paragraph 2,
  - d) immediately upon completion of hosting, terminate the stay in the Slovak Republic and cover the cost of travel back to the country of his/her permanent residence,
  - e) cover the cost incurred in a potential administrative expulsion, from his or her own resources.
- 2) The receiving organisation shall cover the costs of the stay and the costs incurred in an administrative expulsion of the third-country researcher only in the case they cannot be covered pursuant to paragraph 1 sub-paragraphs c) to e), and where they have been incurred within 6 months of the termination of validity of the hosting agreement.

#### **Article V**

This agreement shall terminate:

- a) upon expiry of the period for which it has been concluded pursuant to Article I paragraph 3,
- b) through non-granting of temporary residence permit to the third-country researcher,
- c) upon termination of the employment relationship, pursuant to Article III paragraph 2,
- d) through withdrawal of temporary residence permit from an third-country researcher,
- e) through withdrawal of the permit to receive third-country researcher from the receiving organisation,
- f) by mutual agreement between the receiving organisation and the alien.

**Article VI**

- 1) This agreement is done in three copies in the Slovak language and in three copies in the English language, with both language versions being legally equivalent. In the event of uncertainty or conflicting interpretation of the provisions of this agreement in the Slovak language and its English version, the relations shall be governed by the agreement version done in the Slovak language.
- 2) All changes and supplements to the agreement must be done in writing and their validity shall be conditional upon the consent of both contracting parties.
- 3) This agreement shall come into force on the day of its signing.
- 4) The receiving organisation and the third-country researcher have acquainted themselves with the content of this agreement and in witness thereof are signing it without reservations. Each of the parties shall receive one copy of the hosting agreement in the Slovak language and one copy of the hosting agreement in the English language.

In ..... on

In ..... on .....

.....  
*Statutory representative of the receiving  
organisation*

.....  
Third-country researcher