

Marie Curie ITN projekt ImmerSAFE

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Xylon

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About Xylon



- Xylon is an electronics company focused on FPGA designs.
- The company was founded in 1995, and since then it has grown into a prominent provider of intellectual property in the fields of embedded graphics, video and image processing and networking.
- Our mission is to produce optimized IP cores for Xilinx® All Programmable devices and design services which can improve designers' effectiveness, assure high performance Systems on Chip (SoC) designs and lower production costs.

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- ImmerSAFE - Immersive Visual Technologies for Safety-critical Applications
- ImmerSAFE (Project number 764951) is funded under the H2020-MSCA-ITN-2017 call and is part of the Marie Skłodowska-Curie Actions — Innovative Training Networks (ITN) funding scheme.
- <https://immersafe-itn.eu/>



**HIGHLIGHTS FROM GRANT AGREEMENT –
ALSO PART FROM CONSORTIUM AGREEMENT
for a Marie Skłodowska-Curie Innovative Training
Network (ITN) European Training Network**



BETWEEN:

1) TTY-SAATIO (TUT), KORKEAKOULUNKATU 10, 33720 TAMPERE, FINLAND, the
Coordinator

and

Beneficiaries

2) UNIVERSITY OF ZAGREB (FER), 3) UNIVERSITY OF ROMA TRE (Roma), 4)
NORWEGIAN UNIVERSITY OF SCIENCE AND TECHNOLOGY (NTNU), 5) MÄLARDALEN
UNIVERSITY (MDH), 6) LEONARDO S.P.A. (LDO), 7) CROSSCONTROLL (CC), 8) XYLON
D.O.O. (Xylon) and 9) BENEQ OY (BENEQ).

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- The purpose of the Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organization of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.
- Duration and termination - The Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under the Consortium Agreement.
- Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and the Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

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ESR Recruitment notifications

- In order to facilitate the monitoring activity of the Coordinator, the Parties commit to notify the Coordinator via e-mail, without any delay, about any progress or change in their ESR recruitment process. In particular, the Coordinator shall always be notified about the official start date of the fellowship and the submission of the researcher declaration through the European Commission Participant Portal.

Limitations of contractual liability

- No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or by a breach of confidentiality.

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- **Governance structure**

The organizational structure of the Consortium shall comprise the following Consortium Bodies:

- The General Assembly as the ultimate decision-making body of the consortium.
- The Supervisory Board is responsible for overseeing the quality of the network-wide training of ESRs and for ensuring that scientific/technological training is balanced with transferable skills training appropriate to the needs of each recruited researcher. The Supervisory Board will also oversee the quality and quantity of supervision of the ESRs and shall report to and be accountable to the General Assembly.
- The Executive Committee is primary day-to-day managerial organ, formed by the Coordinator, the Work Package Leaders, and the Project Manager. All activities within the network are initiated by the Executive Committee, including executing the overall training program. The Executive Committee shall report and be accountable to the Supervisory Board.
- The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

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In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of Members and other contact persons updated and available;
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority;
- transmitting documents and information connected with the Project to any other Parties concerned;
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks;
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

Results



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- Results are owned by the Party that generates them.
- Joint ownership
- Unless otherwise agreed: each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) Fair and Reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

Dissemination – Dissemination of own Results



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- During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement.
- Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

Dissemination of another Party's unpublished Results or Background



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- A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.
- The Parties undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes their Results or Background subject to the confidentiality and publication provisions agreed in the Consortium Agreement.
- Nothing in the Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Access Rights



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- Background included
- The Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.
- Anything not identified shall not be the object of Access Right obligations regarding Background.
- Any Party can propose to the General Assembly to modify its Background.
- The Parties must – on a royalty-free basis – give access to the recruited ESR's to Background necessary for their research training activities under the Project.

Non-disclosure of information



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- All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.
- The Recipients undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

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- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

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- The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

Raspisivanje i objava natječaja u okviru MSCA ITN projekt



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- Narodne novine EURAXESS portal (Jobs and Funding)
- Organizacija ili pravna osoba koja zapošljava istraživača
- Organizacija provodi postupak za odobrenje ugošćavanja stranog istraživača pri Ministarstvu znanosti i obrazovanja
- Sklapanje ugovora o radu

Ugovor o radu



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- U skladu s hrvatskim Zakonom o radu (Narodne novine 93/14, 127/17)
- EU-istraživač čije zaposlenje je temeljeno i isključivo financirano putem Marie Skłodowska-Curie Akcije Mreže za inovativno osposobljavanje u sklopu Okvirnog programa za istraživanje i inovacije HORIZON 2020 (2014-2020)
- Plaća za mlade istraživače u iznosu od 3.270 eura mjesečno predstavlja tzv. Bruto 2 plaću te podliježe svim socijalnim i poreznim davanjima u RH
- Uz osnovnu plaću (living allowance), istraživači mjesečno dobivaju mobility allowance (600 eur/mj) i family allowance (500 eur/mj)

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- Prilagodba između isplaćene plaće i mjesečnih davanja Izvršne agencije za istraživanje bit će izračunata i isplaćena s plaćom za 18. i 36. (posljednji) mjesec zaposlenja. Isplaćene plaće bit će preračunate u eure prema prosjeku dnevnih tečajnih stopa koje objavljuje Službenik glasnik Europske unije, izračunatih tijekom odgovarajućeg razdoblja prijave: između početka zaposlenja i posljednjeg dana promatranog razdoblja.
- Strani istraživači (EGP državljani ili treći državljani) plaćaju sva socijalna i porezna davanja kao i zaposlenici koji su hrvatski državljani budući da prema Grant Agreement-u sklapaju ugovor o radu
- Zapošljava se na određeno vrijeme (36 mjeseci)
- Prava intelektualnog vlasništva i publikacije - Sve što EU-istraživač izumi, razvije, stvori ili napravi u sklopu svog posla ili u Xylonu, intelektualno je vlasništvo Xylona. Xylon mora biti smjesta obaviješten o tome, te EU-istraživač pristaje poduzeti nužne korake za prijenos vlasništva.
- EU-istraživač se obvezuje i slaže se s Xylonom da neće, tijekom trajanja ovog sporazuma i tijekom neograničenog razdoblja nakon okončanja zaposlenja, te bez obzira na razlog uzrok ili razlog okončanja, iznositi takve povjerljive informacije bilo kojoj osobi, poduzeću ili korporaciji, niti će ih sam koristiti osim u normalnom tijeku svog angažmana ovdje, nakon kojeg ih neće iznositi niti koristiti u svoje svrhe.

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- EU-istraživač mora u svim priopćenjima, dokumentaciji i publikacijskim aktivnostima povezanim s projektom naznačiti da je rad postignut uz financijsku potporu Europske unije u kontekstu Marie Skłodowska-Curie Mreže za inovativno osposobljavanje.
- **Upućivanje studenata na razmjenu**
- Upućivanje radnika na rad u inozemstvo regulirano je čl. 18 Zakona o radu, za period dulje od 30 dana, pri čemu radnik ostaje zaposlenik svog matičnog poslodavca koji mu dalje uplaćuje doprinose za zdravstveno i mirovinsko osiguranje
- Matični poslodavac može radnika uputiti na rad u inozemstvo na temelju ugovora o poslovnoj suradnji, sklopljenog sa inozemnim poslovnim subjektom, u kojem se trebaju precizirati međusobna prava i obveze, te poslovi radi čijeg se izvođenja sklapa

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- Poslodavac s radnikom mora sklopiti i poseban ugovor o radu ili pisanu potvrdu o sklopljenom ugovoru o radu prije odlaska u inozemstvu - odnosno moguće je sklopiti Ugovor o upućivanju kao ankes ugovora o radu (u ITN slučaju secondment agreement), koji osim klasičnih ugovornih odredbi, treba sadržavati i posebne odredbe propisane odredbama Zakona o radu.
- Posebne odredbe propisane Zakonom o radu su sljedeće: trajanje rada u inozemstvu; rasporedu radnog vremena; neradnim danima i blagdanima u koje radnik ima pravo ne raditi uz naknadu plaće; novčanoj jedinici u kojoj će se isplaćivati plaća; drugim primanjima u novcu i naravi na koja će radnik imati pravo za vrijeme rada u inozemstvu te uvjetima repatrijacije.

Your Partner for Programmable FPGA/SoC Design for ADAS/AD



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