# MUNI

#### Masarykova univerzita

se sídlem Žerotínovo nám. 9, 601 77 Brno

IČ: 00216224 DIČ: CZ00216224

Bankovní spojení: KB a.s., pobočka Brno-

město,

č.ú.: 85636621/0100

Masarykova univerzita je veřejnou vysokou

školou (právnickou osobou)

podle zákona č. 111/1998 Sb. v platném znění a není zapsána v obchodním rejstříku

zastoupená: Mgr. Martou Valešovou, MBA, kvestorkou Masarykovy univerzity

(dále jen "MU")

A

#### [jméno] [příjmení]

Adresa bydliště: Adresa bydliště Datum narození: Datum narození Bankovní účet: Bankovní účet

(dále jen "Hodnotitel")

(společně dále jako "Smluvní strany")

uzavírají tuto smlouvu podle § 1746 odst. 2 občanského zákoníku:

#### I.

#### **Preambule**

1. Všechny fakulty a vysokoškolské ústavy MU provádí každých pět let za účelem pravidelného vnitřního hodnocení výzkumné činnosti na MU Interní hodnocení výzkumu (dále jen "IHV"). Detaily IHV upravuje Směrnice MU č. 1/2022 - Interní hodnocení výzkumu (dále jen "Směrnice"). IHV využívá k výzkumu odbornému hodnocení zejména bibliometrickou analýzu a expertní hodnocení příslušného evaluačního panelu (dále

#### **Masaryk University**

with registered office at Žerotínovo nám. 9, 601 77 Brno

Company ID No.: 00216224

Tax Identification No.: CZ00216224

Bank account details: KB a. s., Brno branch,

Account No.: 85636621/0100

Masaryk University is a public university (a legal entity) pursuant to Act No. 111/1998 Coll. as amended, and is not registered in the Commercial Register represented by: Mgr. Marta Valešová, MBA, Masaryk University bursar,

(Hereinafter only "MU")

and

#### [name] [surname]

Home address: Home address Date of birth: Date of birth Bank account: Bank name

(Hereinafter only "Evaluator")

(Together hereinafter as "Contracting Parties")

Are concluding this contract pursuant to Section 1746 of the Civil Code:

#### I.

#### **Preamble**

All faculties and university departments of MU conduct every five years an Internal Research Evaluation ("IRE") for the purpose of internal evaluation of research at MU. The details of the IRE are regulated by the MU Directive No.

1/2022 – Internal Research Evaluation ("Directive"). For the professional evaluation of research, the IRE in particular uses bibliometric analysis and expert evaluation of the corresponding

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jen "EP") s cílem posoudit kvalitu a stav výzkumu hodnocené jednotky.

#### II. Předmět smlouvy

- 1. Hodnotitel, člen/ka EP, se bude účastnit 1. činností EP [název pracoviště; název HS] v Brně v rámci IHV MU. Účast na EP zahrnuje přípravu před zasedáním, prezenční účast, hodnocení a sepisování závěrečné zprávy hodnocení během zasedání EP ve dnech [dd]. [dd]. [mm]. [rrrr] v Brně.
- Tato smlouva stanoví práva a povinnosti Smluvních stran v rámci působení 2. Hodnotitele v EP při provádění IHV na MU jako součásti projektu xxx, reg. č. xxx.

evaluation panel ("EP") in order to assess the quality and state of research of the evaluated unit.

# II. The Subject of the Contract

- 1. [name] [surname], a member of the EP, will attend the activities of the EP of [unit name; faculty/institute] in Brno as a part of the IRE MU. The participation in the EP includes preparation before the meeting, attendance, evaluation, and drafting the final evaluation report during the EP meeting on [dd]. [dd]. [m]. [yyyy] in Brno.
- 2. This Contract states the rights and obligations of the Contracting Parties within the scope of the Evaluator's participation in the EP while conducting IRE at MU as a part of the project the xxx, Reg. No. xxx.

#### III. Činnosti a povinnosti Hodnotitele

- 1. Mezi činnosti Hodnotitele patří zejména účast na jednáních EP, seznámení se s dokumenty, které jsou EP předloženy, tvorba evaluačních zpráv a další činnosti dle Směrnice.
- Hodnotitel prohlašuje, že se seznámil se Směrnicí a při svém působení jako člen EP bude jednat v souladu s ní a dodržovat její ustanovení. Směrnice je Přílohou smlouvy.
- 3. V rámci zasedání EP budou pořizovány fotografické záznamy, audio, video či audiovizuální záznamy (dále souhrnně jen "Záznamy"). Podpisem této smlouvy Hodnotitel souhlasí s pořízením

# III. The Tasks and Obligations of the Evaluator

- The Evaluator's activities include, in particular, the participation in EP meetings, familiarity with the documents submitted to the EP, creation of evaluation reports, and other activities in accordance with the Directive.
- 2. The Evaluator declares that they have read the Directive and will act in accordance with the Directive and comply with its provisions while working as a member of the EP. The Directive is included in the Contract as an Appendix.
- 3. Photographic, audio, video, or audiovisual recordings ("Recordings") will be made during the EP meetings. By signing this

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Záznamů a poskytuje MU výhradní, množstevně, časově a teritoriálně neomezenou licenci k výkonu práva Záznamy užít, a to všemi známými způsoby užití dle zákona č. 121/2000 Sb, včetně oprávnění udělovat k takovým dílům podlicence. Licence je udělena bezúplatně.

- 4. Ke všem autorským dílům, včetně evaluačních zpráv a dalších dokumentů, vzniknou v rámci činností Hodnotitele jako součásti EP v Brně v rámci IHV MU, tímto uděluje Hodnotitel MU výhradní, množstevně, časově a teritoriálně neomezenou licenci ke všem známým způsobům užití dle zákona č. 121/2000 Sb., včetně oprávnění udělovat k takovým dílům podlicence.
- 5. EP může jednat osobně nebo prostřednictvím vhodné komunikace na dálku (on-line), případně per rollam. Preferovanou variantou on-site visit je fyzické jednání v Brně. O podobě on-site visit a její organizaci rozhodne vedoucí součásti a v případě fyzického jednání v Brně se Hodnotitel zavazuje volbu respektovat a zajistit svou osobní fyzickou přítomnost.

- agreement, the Evaluator gives consent to creating these Recordings and provides MU with an exclusive license without any quantitative, time, or territorial limitations to exercise the right to use the Recordings in all applicable ways pursuant to Act No.121/2000 Coll., including the right to sublicense such works. The licence is granted free of charge.
- For all copyrighted works, including evaluation reports and other documents created as a result of the Evaluator's work in the EP in Brno as a part of the IRE MU, the Evaluator hereby grants MU an exclusive license without any quantitative. time. or territorial limitations to use the copyrighted works in all applicable ways pursuant to Act No. 121/2000 Coll., including the right to sublicense such works.
- 5. The EP may act in person or through appropriate distance communication (online); alternatively, correspondence voting is also possible. However, the preferred variant of on-site visit is an inperson meeting in Brno. The form of the on-site visit and its organization will be decided by the head of the constituent part; in case of in-person meeting in Brno, the Evaluator agrees to respect the such decision and ensures that they will attend the meeting in person.

# IV. Odměna Hodnotiteli a platební podmínky

1. MU se zavazuje Hodnotiteli uhradit odměnu ve výši <mark>[částka číselně i slovy]</mark> Kč\*), (dále jen "Odměna") za výkon činností v EP dle této Smlouvy.

#### IV.

# **Evaluator Remuneration and Payment Conditions**

1. MU undertakes to provide a remuneration of [amount as both a number name and

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<sup>\*)</sup> Pokud máte v daném roce příjmy ze závislé činnosti (pracovní poměr, dohoda o pracovní činnosti, dohoda o provedení práce) a ostatní příjmy podle § 7 až 10 zákona č. 586/1992 Sb., o daních z příjmů (dále jen "ZDP"), které v úhrnu přesáhnou částku 6.000,- Kč za příslušný rok, je Vaší povinností podat daňové přiznání za příslušné období.

- 2. Odměna bude uhrazena na bankovní účet Hodnotitele dle identifikace v záhlaví smlouvy, společně s výdaji dle čl. IV. odst. 4. a per diems dle čl. IV. odst. 3. do 30 dnů od ukončení zasedání EP a po obdržení originálů příslušných účetních dokladů.
- 3. Úhrada per diems. Ubytování zajišťuje a hradí MU. Dopravu po Brně pro Hodnotitele ubytované mimo docházkovou vzdálenost od konání zasedání EP zajišťuje a hradí MU. MU dále hradí výdaje na stravu v podobě otevřeného účtu v hotelu, kde je Hodnotitel ubytovaný. Spotřebu alkoholu a tabákových výrobků si hradí Hodnotitel samostatně.
- 4. MU zajišťuje a hradí dopravu Hodnotitele do místa zasedání EP z místa jeho bydliště nebo z místa předchozího výkonu zaměstnání a zpět. V případě, že Hodnotitel upřednostňuje zajištění dopravy ze své strany na své náklady, zavazuje se Hodnotitel o tomto záměru informovat MU nejpozději do 10 dnů po uzavření smlouvy. Dopravu zajišťovanou ze strany Hodnotitele dle předchozí věty MU zpětně proplatí pouze v případě, že bude splňovat všechny následující podmínky:

- numeral]  $CZK^*$ , ("Remuneration") for carrying out the tasks in the EP in accordance with this Contract.
- 2. The remuneration will be paid to the Evaluator's bank account identified in the contract header and will also include expenses in accordance with the Article IV Section 4 and per diems in accordance with Article IV Section 3; the remuneration will be made within 30 days after the EP meetings ended and upon receipt of the originals of relevant accounting documents.
- 3. Per Diems remuneration. Accommodation is provided and paid for by MU. For Evaluators not within walking distance to the place of the EP meetings from their accommodation, transportation in Brno is also paid by MU. Furthermore, MU also pays for meals in the form of open accounts at the hotel where the Evaluator is accommodated. Consumption of alcohol and tobacco products is paid by the Evaluator.
- 4. MU arranges and pays for the transport of the Evaluator to the place of the EP meeting from either the Evaluator's residence or their workplace and back. If the Evaluator prefers to provide transport at their own expense, the Evaluator undertakes to inform MU of doing so no later than 10 days after signing the

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Nemáte-li v daném roce příjmy ze závislé činnosti, jsou ostatní příjmy podle § 10 ZDP považovány za zdanitelný příjem, pokud v úhrnu přesáhnou 30.000,- Kč za rok. V takovém případě je Vaší povinností podat daňové přiznání za příslušné období.

Poskytovatelům z EU a ze zahraničí bude vyplacena částka v plné výši za předpokladu, že existuje Mezinárodní smlouva o zamezení dvojího zdanění a tato nestanoví jinak. Pokud tato smlouva neexistuje, bude vyplacena částka snížená o srážkovou daň dle § 36 odst. 1 písm. a) ZDP.

<sup>\*)</sup> If you have in the relevant year income from the dependent activity (from Employment Agreement, Agreement to Complete a Job, Agreement to Perform Work) and other income pursuant to § 7-10 of the Act No. 586/1992 Coll., on Income Taxes (hereinafter referred to as "ITA"), which in total exceeds the amount of CZK 6,000 for the relevant year, you are obliged to file an income-tax return for the relevant period.

If you do not have income from dependent activity in the relevant year, other incomes according to § 10 ZDP are considered as taxable income if it exceeds CZK 30,000 per year in total. In this case, it is your responsibility to file a tax income-return for the relevant period.

Full payment will be made to  $\dot{EU}$  and foreign providers while there is an International Double Taxation Agreement and it does not provide otherwise. If there is no such Agreement, the amount will be paid less withholding tax in accordance with Section 36(1)(a) of the ITA.

- a) letecká, vlaková či autobusová doprava ve standardu odpovídajícím ekonomické třídě;
- b) nejpřímější možná cesta z bydliště nebo místa předchozího výkonu zaměstnání Hodnotitele a zpět, výjimky možné v odůvodněných případech na základě souhlasu MU;
- c) časově s ohledem na možnosti dané relevantním dopravcem, navazující na termíny začátku a konce zasedání EP dle čl. II odst. 1.; výjimka
- d) u příslušných účetních dokladů potvrzujících úhradu dopravy uvedeno jako odběratel MU nebo Hodnotitel, nikoliv případné vysílající instituce, a dodány MU do 10 dní od konání zasedání EP dle čl. II. odst. 1.

MU se zavazuje Hodnotiteli proplatit zpětně náklady na dopravu splňující podmínky a) až d) tohoto odstavce společně s Odměnou, ve stejné lhůtě a na stejný účet, jako Odměnu.

- 5. V případě, kdy Hodnotitel využije k dopravě do místa zasedání EP osobního automobilu, hradí MU náklady na dopravu nejvýše ve výši odpovídající jízdnému hromadnou dopravou na dané trase ve standardu odpovídajícímu ekonomické třídě.
- 6. Hodnotitel prohlašuje, že neuplatní u jiného subjektu nárok na finanční náhradu výdajů vzniklých v souvislosti s výkonem činnosti dle článku II.
- 7. MU do 30 dnů od konání zasedání EP zašle hodnotiteli pro účely daňového přiznání hodnotitele vyúčtování poskytnutých peněžních i nepeněžních plnění.

Contract. Transport provided at the Evaluator's expense according to the previous sentence will be reimbursed by MU if it meets all the following requirements:

- a. air, train, or bus transport corresponding to economy class;
- the most direct route from the Evaluator's residence or their workplace and back; exceptions are possible in justified cases with the approval of MU;
- c. considering the options of the suitable carrier, the transport method must be used to allow smooth transition from the beginning of the EP meeting to its end, pursuant to Section II (1); exception
- d. the accounting documents confirming the payment for transport must state either MU or the Evaluator, and not the sending institution, as the purchaser, and these documents must be delivered to MU within 10 days of the EP pursuant to Section II (1).

MU undertakes to reimburse the Evaluator for the costs of transport meeting the conditions a) to d) of this paragraph together with the Remuneration; the reimbursement will be paid within the same deadline and to the same account as the Remuneration.

- 5. If the Evaluator uses a car as the mode of transport to the place of the EP meeting, MU reimburses transportation costs equal to the corresponding public transport ticket in the economy class for the given route.
- 6. The Evaluator declares that they will not request another entity to reimburse the

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- expenses stemming from their duties in Section II.
- 7. Within 30 days of the EP meeting, MU will send to the Evaluator a statement of the provided monetary and non-monetary benefits for the purposes of the Evaluator's tax return.

#### V. Společná ustanovení

1. V případě, že Hodnotitel nezačne čerpat přepravu nebo pokud je vyčerpána jen částečně, nemá Hodnotitel nárok na proplacení výdajů vzniklých za nevyčerpanou přepravu, nebo její část, včetně výdajů za stornopoplatky vzniklé zrušením zamluvené přepravy. V případě, že přepravu, kterou Hodnotitel nevyužil nebo využil jen částečně, zajistila na své náklady MU, je Hodnotitel povinen MU takto vynaložené výdaje včetně storno poplatků bez zbytečného odkladu uhradit. Nárok na náhradu způsobené škody tímto není dotčen. Ustanovení věty první se nepoužije v případě, že k nečerpání přepravy došlo z důvodu zásahu vyšší moci nastalého v relevantním místě (zejména válka, uzavření provozu živelní pohroma, stávka apod.). Za vyšší moc se však nepokládají zejména okolnosti, jež vyplývají z osobních či hospodářských poměrů Hodnotitele a okolnosti, které mohl a měl Hodnotitel při uzavírání této smlouvy předvídat. V případě okolností, kterými jsou nemoc nebo neodkladná péče o osobu blízkou, může MU dle svého uvážení a za předpokladu, že Hodnotitel důvod nepřítomnosti dostatečně doloží a objasní, upustit od požadavku na uhrazení výdajů na dopravu, storno poplatků či náhrady škody dle tohoto odstavce.

#### V.

#### **Common Provisions**

1. Should the Evaluator not use of transport services, or should they be used only in part, the Evaluator does not have a right to reimbursement of expenditure for unutilized transport services, or part thereof, including the costs of cancellation fees arising from the cancellation of booked transport. If the Evaluator does not use at all or partly use the transport services booked by MU, the Evaluator is obliged to pay such expenses, including cancellation fees to MU without any delay. Entitlement to compensation for damage is not affected by this section. The provision in this clause does not apply in the case that the non-utilization of transport services arose due to force majeure occurring in the applicable location (particularly war. shutdown of operations, natural disaster, strike etc.). Force majeure however. does not. circumstances arising from personal or business relations of the Evaluator and circumstances that the Evaluator could and should have foreseen before closing this contract. For the circumstances of illness or providing urgent care for a close relative, the MU may, based on its consideration and providing that the Evaluator will sufficiently support and clarify the reason of their absence, abandon the reimbursement claim for expenditure for transport services,

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2. MU si vyhrazuje právo změnit formu jednání nebo termín zasedání EP v důsledku budoucích opatření a vývoje národní a mezinárodní situace ohledně pandemie COVID-19. V případě změny termínu konání EP dle předchozí věty zajistí MU pro Hodnotitele novou dopravu a ubytování. V případě změny formy jednání (z fyzické návštěvy na online jednání) MU zajistí průběh skrze vhodnou on-line platformu.

#### VI.

#### Závěrečná ustanovení

- 1. Smluvní strany berou na vědomí, že veškeré údaje získané při realizaci této Smlouvy, včetně samotného obsahu Smlouvy, jsou údaji důvěrnými. Žádná Smluvní strana proto v souladu s § 1730 Občanského zákoníku neprozradí třetí osobě, ani nepoužije nebo nevyužije pro jakýkoli účel žádné údaje, pokud by tímto druhé Smluvní straně měla nebo mohla vzniknout jakákoli újma na majetku, zájmech nebo dobrém jméně.
- Smlouva může být měněna nebo doplňována pouze vzestupně číslovanými písemnými dodatky.
- 3. Smluvní strany prohlašují, že tato Smlouva zachycuje úplný projev jejich vůle a že nic nechybí k jeho doplnění.
- 4. Smluvní strany prohlašují, že si tuto Smlouvu pozorně přečetly a že je jim její obsah jasný a srozumitelný.
- 5. Smluvní vztahy založené touto smlouvou se řídí českým právem, zejména příslušnými ustanoveními občanského zákoníku. K řešení případných sporů jsou příslušné české soudy.

- cancellation fees or compensation for damage
- 2. MU reserves the right to change the form of the meeting or the date of the EP meeting due to future measures and developments in the national and international situation regarding the COVID-19 pandemic. In case the date of EP meeting is changed as per the previous sentence, MU will arrange for the Evaluator new transportation and accommodation. In case the form of a meeting is changed (on-line meeting replacing on-site visit), MU will provide a suitable on-line platform for the meeting.

#### VI. Final Provisions

- 1. The Contracting Parties acknowledge that all data obtained in the implementation of this Contract, including the very content of the Contract, are confidential. Therefore, neither Party shall disclose to a third party, nor unlawfully misuse any data for any purpose, Party in accordance with Sec. 1730 of Civil Code if a loss of the property or interests or the reputation should or could be incurred by the other Party.
- 2. The Contract may only be amended or supplemented in ascending numbered written amendments.
- 3. The Contracting Parties declare that this Contract captures the full manifestation of their will and that nothing is missing to supplement it.
- 4. The Contracting Parties declare that they have read this Contract carefully and that its content is clear and understandable to them.
- 5. The legal relations arising from this Contract shall be governed by the laws of the Czech Republic, in particular by the applicable provisions of the Civil Code. Any disputes arising out of this Contract or in connection herewith shall be finally resolved by the Czech courts.

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6.	Tato smlouva nabývá platnosti a účinnosti dnem podpisu obou smluvních stran.	6. This Contract enters into force and is effective upon the date of execution thereof by both Contracting Parties.
	V Brně dne	In <mark>xxx</mark> on
	MU	 Evaluator

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#### Masaryk University Directive No. 1/2022

#### INTERNAL EVALUATION OF RESEARCH

(in the version effective from 1 February 2022)

In accordance with Section 10(1) of Act No. 111/1998 Coll., on Higher Education Institutions and on Modification and Amendment of Other Acts (Higher Education Act), as later amended (hereinafter referred to as the "Act"), I issue this Directive:

#### Section 1

#### **Subject of Regulation and Basic Provisions**

- (1) This Directive lays down principles, rules and procedures for internal evaluation of research at Masaryk University (hereinafter referred to as "IER").
- (2) The IER is performed by all faculties and university institutes of Masaryk University (hereinafter referred to as a "constituent part") every five years for the purpose of periodical internal evaluation of research activities at Masaryk University (hereinafter referred to as "MU"). The evaluated period covers the full five years preceding the year in which the evaluation takes place. Supporting materials may also include information from the year of the evaluation (e.g. substantial organizational changes, important publications, grants, etc.).
- (3) The IER is one of evaluation activities at MU. Its aim is to provide feedback to constituent parts regarding the quality of research and doctoral studies, and support their research strategies and decision-making. Other components of MU evaluation activities include primarily the bibliometric support and the indicators of excellence as a part of performance based funding.
- (4) Internal evaluation of doctoral degree programmes is regulated by the document <u>Masaryk University Degree Programme Quality Approval, Management and Evaluation</u>.

### Section 2 **Evaluated Unit**

- (1) The object of the internal evaluation of research is the evaluated unit/cluster (hereinafter referred to as the "evaluated unit"). The constituent part determines the structure of its evaluated units. The evaluated unit is usually a department, institute or a workplace at the evaluated constituent part or a cluster of units that work in related fields. Clustering is desirable in the following cases:
  - a) the evaluated units working in related fields employ a small number of staff;
  - b) the evaluated units working in related fields have common staff.
    - If the constituent part is homogeneous in terms of specialization and organization, the entire such part may form an evaluated unit.
- (2) Each evaluated unit is classified in the Fields or Research and Development (FORD) of the Organisation for Economic Cooperation and Development (OECD), and is assigned the relevant evaluation panel (hereinafter referred to as "EP").
- (3) The evaluated unit is evaluated together with the doctoral degree programme(s) that it guarantees.
- (4) The evaluated unit prepares a <u>self-evaluation report</u> in accordance with the sample available on the Document Server of the Information System of MU, to be submitted to the EP (Section 4(1)(a) and (b)). The preparation of the self-evaluation report is the responsibility of the head of the evaluated unit or a person authorized by him/her. The self-evaluation report may be modified as needed by the evaluated constituent part, provided the main structure is maintained.
- (5) A simplified version of the self-evaluation report and a simplified version of the on-site visit may apply to evaluated units with a low number of research outputs or a minor research mission. The head of the constituent part decides on the application of the simplified version.

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## Section 3 **Evaluation Components**

The IER mainly uses two components of research evaluation:

- bibliometric analysis a bibliometric profile of the evaluated unit prepared by the Research Office at the Rector's Office (hereinafter referred to as "RMU RO"), containing data on publication activities in terms of productivity, visibility and impact. The EP under Section 4(1)(a) and (b) may use the data for supplementing the information obtained from the self-evaluation report (Section 2(4) and (5)) and during the on-site visit in order to assess the research activities of the evaluated unit.
- b) expert evaluation by the **EP** aiming at the assessment of the quality and status of research at the evaluated unit.

### Section 4 **Evaluation Panels**

- (1) There are three types of EPs that may be established by the evaluated constituent part upon consultation with the RMU RO:
  - a) **Evaluation panel of the evaluated units (hereinafter referred to as "EP EU"),** which consists of experts who evaluate units or their clusters. In the constituent parts that have only one EP (parts that are homogeneous in terms of specialization) it is expected that this EP EU provides the summary of all evaluated units to the management of the constituent part.
  - b) International Scientific Advisory Board of constituent part (hereinafter referred to as "constituent part's ISAB") is established in those parts that are interested in long-term cooperation with international experts for the purpose of their own development and achievement of strategic goals. The ISAB plays the same role as the EP EU for the whole constituent part.
  - c) **Faculty evaluation panel (hereinafter referred to as "FEP")**, which is established by the evaluated constituent part only if there are more than one EP EU and at the same time, the constituent part's ISAB has not been established, for the purpose of summarizing the results and giving recommendations to the constituent part's management based on the EP EU outputs.
- (2) The EP EU and the constituent part's ISAB conduct the evaluation through qualitative expert assessment of the evaluated units. The evaluation is based on:
  - a) self-evaluation reports of the evaluated units (Section 2(4) and (5));
  - b) bibliometric analyses;
  - c) outputs of on-site visit.
- (3) The EP EU or ISAB summarizes the evaluation results in an <u>evaluation report</u> the requisites of which are stated in Section 8(7). The FEP's evaluation under clause c) is in the form of summary results of all EP EUs. The summary is based on:
  - a) evaluation reports of the evaluated units;
  - b) outputs of negotiations with the management of the evaluated constituent part.
    - The FEP summarizes the recommendations for the whole constituent part in a document the requisites of which are stated in Section 9(5).
- (4) The evaluated constituent part with the methodological support of the RMU RO provides for the EPs:
  - a) organization of sessions;
  - b) smooth evaluation procedure, clarity, accuracy and compliance with deadlines;
  - c) collection and distribution of documents mentioned in subsections 2 and 3;
  - d) is responsible for the completeness and veracity of information and documents submitted.

Section 5 **Evaluation Panel Secretary** 

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- (1) Each constituent part establishes the position of an EP secretary. The EP secretary does not vote or make evaluations.
- (2) The secretary's task is to provide support for the EP in organizational and technical matters in the entire course of the IER.
- (3) The EP secretary with the methodological support of the RMU RO prepares and distributes all supporting materials for the evaluation.
- (4) The EP secretary takes minutes of EP sessions, including the voting results and attendance list signed by the evaluators (another form of an attendance list, e.g. automatically created by video conferencing software, is also acceptable). The minutes are subsequently approved by the EP chair.

#### Section 6

#### **Evaluation Panel Composition**

- (1) The EP members (hereinafter referred to as "evaluators") are proposed by the head of the constituent part or a person authorized by him/her, and approved by the MU Rector. The evaluators are appointed and dismissed by the head of the constituent part.
- (2) The EP consists of at least three evaluators, except for the FEP, where the number of evaluators is determined under Section 9(2). Two thirds of the evaluators shall be experts with significant professional experience abroad, typically internationally recognized experts from prestigious foreign institutions.
- (3) The EP is led by a chair. The chair directs the EP's activities and is responsible for the preparation and handover of the evaluation report. The chair from among the evaluators is proposed by the head of the constituent part or a person authorized by him/her, and approved or dismissed by the head of the constituent part.
- (4) The RMU RO is entitled to express their opinion on the list of nominated evaluators in terms of criteria and conflict of interest (Section 7(2)) and may ask the Rector to make changes to the EP composition in justified cases.
- (5) Membership of the EP shall expire by an evaluator's withdrawal or by the termination of evaluation (except for ISAB of a constituent part, which is governed by its own statutes). The evaluator may be dismissed by the Rector of MU due to a serious reason, such as the conflict of interest.
- (6) In case membership expires during the evaluation under subsection 5 and the number of evaluators drops below the minimum stipulated in subsection 2, the EP shall be topped up in accordance with the proposal of the dean / constituent part director or a person authorized by him/her and new members shall be appointed in accordance with subsection 1.

#### Section 7

#### **Evaluators' Rights and Obligations**

- (1) The evaluators are obliged to express their expert opinion and carry out their activities in the EP in person, independently and in their own name.
- (2) The evaluator must not be in a conflict of interest in relation to MU and must not have personal interest in the evaluation result. Conflict of interest in the evaluation procedure is considered the situation where:
  - a) The evaluator is or has been in an employment relationship with MU in the past five years.
  - b) The evaluator is a member of an MU body (Section 7 of the Act). An exception to this rule is membership of an existing independent advisory or evaluation committee of the evaluated constituent part.
  - c) The evaluator has participated in research cooperation or has been a co-author of outcomes or results of the evaluated unit in the past five years.
  - d) The evaluator has close family ties (spouse, cohabiting or non-cohabiting partner) or other close personal ties with a person holding a management position in the evaluated unit (head of a department, director of a university institute etc.) or with a member of the management of the evaluated constituent part.

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- (3) The evaluators declare with their signature on the <u>form</u> that there are no conflicts of interest and that they have read the documents connected with the evaluation (self-evaluation report, bibliometric analysis).
- (4) The evaluators are obliged to maintain confidentiality of all facts learnt during their EP membership.
- (5) The evaluators are entitled to remuneration for the evaluation work.
- (6) The evaluators agree to the publication of evaluation reports including their names for the purposes of public presentation of IER outcomes (e.g. on the MU website).

#### Section 8

#### Sessions of EP EU and ISAB of a Constituent Part

- (1) This section regulates the sessions of the EPs mentioned in Section 4(1) (a) and (b).
- (2) The head of the constituent part or a person authorized by him/her in cooperation with the EP chair convenes the introductory online meeting no later than 30 days before the on-site visit. The EP chair moderates and directs all EP sessions including the on-site visit.
- (3) The relevant documents (self-evaluation report and other supporting materials) are provided by the EP secretary to the evaluators no later than 60 days before the on-site visit. In case the EP evaluates units from more constituent parts, each part shall provide documents to the evaluators individually unless the head of one participating constituent part grants an express consent to the other participating constituent part to share the documents and to act on its behalf during the organization of the EP.
- (4) All evaluators shall become familiar with the documents submitted to the EP. The evaluators shall inform the EP secretary in case of doubt as to the accuracy and completeness of the documents or shall request supplementing and providing further information if necessary.
- (5) The EP may act in person or via suitable remote communication means (online) or per rollam. The preferred form of an on-site visit is an in-person meeting in Brno. The form the on-site visit and its organization shall be decided by the head of the constituent part.
- (6) The evaluation shall include at least one meeting regardless of its form.
- (7) The work of EP EU and ISAB result in evaluation reports on the assessed units and, if the FEP has not been established, also the recommendation for the whole constituent part (under Section 9(5)). The EP chair is responsible for the preparation and handover of the report. The report shall contain conclusions concerning the quality of research and doctoral studies at the evaluated units and propose:
  - a) concrete recommendations for further development of research at the evaluated unit;
  - b) concrete recommendations for each doctoral programme;
  - c) grading of the evaluated unit. The grade chosen from the standard scale reflects the formalized opinion of the panel on the quality of research and doctoral studies, taking into account inputs, outcomes, environment and impact. The grade shall not serve the purpose of direct distribution of funds from the MU Rector's Office to the constituent parts. The following grades are used:
    - 1. **Insufficient 1:** A weak national level. The evaluated unit is a below-average workplace at the national level. The research environment and performance lag far behind in international and national comparisons.
    - 2. **Satisfactory 2:** A satisfactory national level. The evaluated unit is an average workplace at the national level. The research environment and performance lag behind in international comparison.
    - 3. **Good 3:** A strong national level. The evaluated unit is an above-average workplace at the national level. The research environment and performance are average in international comparison.
    - 4. **Very good 4:** A strong international level. The evaluated unit ranks very high at the international level. The research environment and performance are competitive on the international scale and some aspects are comparable to the world's top institutions.
    - 5. **Excellent 5:** A world's leader. The evaluated unit is considered a world leader in its field. The research environment and performance are fully comparable to the world leaders.

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- (8) The EP sessions are not public. The evaluators, the EP secretary, representatives of the evaluated unit and constituent part, representatives of the RMU RO and guests invited by the EP are allowed to participate.
- (9) The EP members constitutes a quorum if an absolute majority are present.
- (10) The approval by an absolute majority of all EP members present is required for the adoption of a resolution.
- (11) In case the EP's voting is conducted per rollam, the EP secretary shall send the relevant documentation and a draft opinion to all the evaluators electronically and shall state the deadline for comments or votes to the EP secretary and EP chair by e-mail. The above period shall be at least ten working days. The draft opinion is approved per rollam in case it gets votes of an absolute majority of the evaluators within the determined period. The result of voting per rollam is recorded and without undue delay submitted to the EP chair or an authorized evaluator for signing. The EP secretary shall send the approved minutes to all the evaluators by e-mail no later than three days of the signature, and shall archive the minutes.

### Section 9 Sessions of FEP

- (1) This section regulates the sessions of the EP specified in Section 4(1)(c).
- (2) The FEP consists of chairs of the EP EUs (Section 6(3)) at the constituent part concerned.
- (3) At least one session of the FEP and the management of the evaluated constituent part shall take place at constituent parts that have more than one EP EU. The FEP session is convened by the head of the constituent part or a person authorized by him/her in accordance with the IER schedule at the constituent part concerned after all evaluation reports of that part's evaluated units have been drawn up.
- (4) The EP secretary shall make available the documents of the evaluation reports of the evaluated units to the FEP evaluators immediately after their receipt from the EP EU.
- (5) The result of the FEP session is a document with recommendations for the overall improvement of research at the evaluated constituent part, specifically focused on key topics ascertained during onsite visits and from evaluation reports of the evaluated units.
- (6) The FEP sessions are not public and may be attended only by the FEP evaluators, representatives of constituent parts, representatives of the RMU RO, the EP secretary and guests invited by the FEP chair.

#### Section 10

#### **Establishment of ISAB of a Constituent Part**

- (1) The ISAB is a standing advisory body to the management of a constituent part. An essential feature of the ISAB is that it is a part of the organizational structure of the constituent part and meets periodically as agreed.
- (2) For the purposes of the IER, the constituent part's ISAB serves as the EP and fulfils the function of the EP EU and FEP concurrently. The constituent part shall provide all the outcomes that would be provided by the EP EU and FEP for the IER. The constituent part's ISAB must also meet the criteria under Sections 6 and 7.
- (3) The constituent part is responsible for the establishment and functioning of the constituent part's ISAB.
- (4) The relevant constituent part is obliged to issue a regulation for its ISAB that will cover:
  - a) establishment of the ISAB as part of the organizational structure;
  - b) definition of activities, method of appointment of members, rules of procedure and other responsibilities;
  - c) periodicity of sessions.
- (5) The ISAB of the constituent part shall use the name of the constituent part in its title (e.g. "ISAB of the Faculty of Medicine") to prevent confusion with the university-wide MU ISAB.

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#### Section 11

#### **Use of Internal Evaluation Outcomes**

- (1) All evaluation reports and documents requested under subsection 3 shall be available to the MU senior management.
- (2) The constituent part shall determine how the recommendations are implemented at the level of the constituent part (FEP, ISAB) and each evaluated unit (EP EU, ISAB). The outcomes of evaluation (in particular evaluation reports for evaluated units and FEP's recommendations) serve for the research development at the constituent part.
- (3) Based on the evaluation of all its evaluated units and the FEP's opinion, each constituent part shall prepare a document to be discussed with the MU senior management in the year following the IER. The document shall contain the following requisites:
  - strategy of research management in the next five years at the level of the constituent part, which shall take into account the FEP's or ISAB's recommendations and shall set the methods of their implementation;
  - b) method in which the constituent part will implement the recommendations of the EP EUs in the internal procedure at the level of the individual evaluated units;
  - c) reflection of the evaluation, which shall serve the RMU RO for the assessment of the entire IER process to be improved in the next period.
- (4) The MU senior management shall use the IER outcomes for the analysis of the internal research environment, for the development of MU research aiming at a better success rate of MU in the national system of research evaluation in the Czech Republic and at the enhancement of international reputation of MU, as well as for the promotion of excellent research themes toward third parties.
- (5) The MU senior management shall use the IER outcomes for the purpose of assessment of processes, benefits and impacts of the IER.

#### Section 12

#### **Final Provisions**

- (1) I authorize the head of the RMU RO to interpret the individual provisions hereof.
- (2) This Directive is part of the methodological procedure "Coordination and Planning of Research/Creative Activities".
- (3) The compliance with this Directive shall be inspected by the head of the RMU RO and the heads of the constituent parts.
- (4) This Directive shall enter into force on the day of its execution.
- (5) This Directive shall enter into effect on 1 February 2022.

electronic signature

Martin Bareš

Rector

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