[Individual Fellowships (IF)]

Cooperation Agreement

[ACRONYM] (Project no. XXXX)

This cooperation agreement ("Agreement") is entered into by and among

_______________ University
Xx
Xx
xx

("Host University" or "Party")

and

University of ______________________
Department of XXXX
Xxx
Xxx

("Home University" and/or "Party")
## 1 Definitions

In this Agreement the following definitions shall apply:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Agreement</td>
<td>The Cooperation Agreement and appendices read as one agreement.</td>
</tr>
<tr>
<td>Background</td>
<td>Any data, know-how or information which a Party has a right to further disseminate – whatever its form or nature (tangible or intangible), including any rights, such as intellectual property rights – that is held by a Party prior to the effective date of the Agreement and is needed to conduct the Research Project. The Parties’ Background included in the Research Project is specified in Appendix 2 hereto.</td>
</tr>
<tr>
<td>Invention</td>
<td>Any potentially patentable process, machine, manufacture, composition of matter, ornamental design or plant variety that is developed by a Party under this Agreement and is protectable by U.S. federal patent law and/or foreign counterparts.</td>
</tr>
<tr>
<td>Purpose</td>
<td>Definition specified in section 2 of this Agreement.</td>
</tr>
<tr>
<td>Research Project</td>
<td>Definition specified in section 3.1 of this Agreement.</td>
</tr>
<tr>
<td>Results</td>
<td>Any (tangible or intangible) output of the Research Project such as data, knowledge and information – whatever its form of nature, whether it can be protected or not – that is generated in the Research Project, as well as any rights attached to it, including intellectual property rights.</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>Information, know-how, research results, design or experiments, concepts, materials and data, technical or non-technical, disclosed directly by the Controlling Party to the other Party, that</td>
</tr>
</tbody>
</table>
is not generally known to the public, provides economic benefit to the Controlling Party, and is kept confidential using reasonable means. Confidential Information disclosed by the Controlling Party in tangible form must be marked “Confidential”. If the Confidential Information is disclosed orally, the Controlling Party must reduce it to writing and mark it confidential within thirty days of such disclosure. Confidential Information does not include information covered by section 9.3.

Controlling Party

The Party who owns the relevant Results or who owns or controls the relevant Background.

Cooperation Agreement

The present document.

Third Party

All legal entities and natural persons, except for the Parties.

2 Purpose

2.1 To further the cooperation between the Parties regarding the Research Project [Name of Visiting Researcher], “Visiting Researcher”, who is an employee of the Home University, will be relocated to Host University for a [2] year period and return to Home University for [the final year].

2.2 The purpose of this Agreement is to regulate the cooperation between the Parties regarding the Research Project (“the Purpose”).

3 Research Project

3.1 The Research Project which the Parties will cooperate about is titled [“ACRONYM– Title”] and is funded by a grant given to Home University by [the Research Executive Agency under the European Union funding scheme "Marie Sklodowska-Curie Actions – Individual Fellowships” (IF)] project no. [XXXX].

3.2 With the view to implement the Purpose, the contents of and the framework for the cooperation (“The Research Project”) is described in Appendix 1 (Grant Agreement, including its annexes), excluding those provisions which recognisably only apply to the contractual relationship between Home University and the Research Executive Agency.
4 Responsibilities of the Parties

4.1 Host University acknowledges that Home University has or will sign the Grant Agreement [GA Identification] (Appendix 1) and that this Agreement and the performance of the Research Project is subject to the applicable Terms and Conditions of the Grant Agreement and its Annexes. Home University will ensure that the terms of this Agreement and the Grant Agreement are consistent prior to execution. All capitalized terms defined in the Grant Agreement shall have the same meaning in this Agreement, unless the context otherwise requires. Both Parties will respect the allocation of rights and obligations stipulated in the Grant Agreement, as applicable, such as allocation of funding and distribution of ownership of Results.

4.2 Home University heads the Research Project. The Research Project is to be performed in accordance with this Agreement and the Grant Agreement. The Research Project, the time schedule and the budget cannot be changed except by written amendment signed by the Parties.

4.3 The Parties are obligated to promote the Research Project diligently and provide reasonable utilisation of the resources allocated to the Research Project in accordance with the budget. The Parties do not have any liability towards each other in terms of results. No Party shall be liable for incurring expenses in excess of the expenses assigned to the Party in question in accordance with Appendix 1.

4.4 In order to implement the Project the Visiting Researcher shall have access to and free use of Host University’s facilities and equipment where considered reasonable and foreseeable within the framework of the Research Project. Home University and the Visiting Researcher understand that the access to Host University premises may involve risk of damage and injuries, and the Visiting Researcher shall be responsible for exercising due care in use of facilities and property.

4.5 The Visiting Researcher shall comply with the disciplinary requirements and internal regulation, policies and procedures in force at all times for employees at Host University, including safety rules and practices. In this regard, the Visiting Researcher will behave in accordance with the instructions of Host University.
5 Financing

5.1 The source of the funding of the Visiting Researcher’s salary is the grant received by Home University from the Research Executive Agency.

5.2 Home University will provide a maximum of EUR XXXX for the Visiting Researcher’s related training and research expenses and indirect costs (overheads) during the [2-year] relocation period. Host University can invoice Home University on a one-time basis for the full amount. In the event that the Agreement is terminated prior to the Visiting Researcher’s completion of the 2 year relocation period, Host University will, after recovery of all incurred costs that relate to training and research expenses and indirect costs (overheads), reimburse a prorated share of the amount provided, consistent with the terms of the Grant Agreement. Invoices shall be made within 45 days of receipt of invoice via electronic fund transfer to the following account:

- Bank Name
- Branch Name
- Account Name
- Account Number
- Swift (Routing Number)
- Bank Address

Payment will be made in EUR at the European Central Bank’s exchange rate at the time of payment.

6 Transfer of Material

6.1 If it is proposed that materials necessary for the conduct of the research is to be transferred between the Parties a master agreement to cover all such transfers will be negotiated between the Parties as appropriate and a proper letter agreement will be executed to cover each individual transfer under the master agreement.

6.2 Subject to Third Party rights (if any) and Host University’s applicable policies, the Parties acknowledge that the Visiting Researcher may distribute, either from the Visiting Researcher’s lab at Home University or at Host University any materials of which the Visiting Researcher is a co-inventor to research scientists at non-profit institutions. The Parties will cooperate regarding the form of agreement that is to be used to cover such transfers.

7 Ownership to Results

7.1 Ownership of Inventions is expected to follow inventorship.
7.2 Subject to third party rights, if any, Patent applications or issued patents covering Inventions naming one employee from each of Host University and Home University as an inventor, shall be owned by both Parties as co-owned patents. The Parties shall in those cases conclude a written patent co-ownership agreement.

7.3 The Parties will disclose to the other Party any Invention in which the other Party may have an ownership interest.

7.4 The Parties own Results jointly, if the Visiting Researcher has generated the Result in collaboration with researchers of Host University. Jointly-owned Results are regulated in accordance with the following rules:

(i) Any disposal of the jointly-owned Results, including commercial exploitation, transfer of one Party’s share or patenting, shall require prior, written agreement between the Parties.

(ii) Both Parties are each entitled to and are permitted to enable others in the non-profit sector to make scientific, education and research use of the jointly owned Results within any scientific field, free of charge.

(iii) This use shall not involve behaviour that is detrimental to a possible patent or other commercial exploitation, or to publication, unless the procedure under section 10 is adopted.

(iv) Any commercial exploitation of consequently filed patent applications and any issued patents shall be determined expeditiously and in good faith negotiations at the time of commercialisation and will be the subject of a further written agreement between the Parties.

7.5 Each Party is obligated to take the steps necessary to obtain all rights to Results from the employees allocated by the Party to the Research Project. With regard to Home University, this obligation is limited to the Results an employee of Home University has generated according to those powers under the national patent laws applicable to public research institutions in the nation of the Home University.

7.6 The Parties acknowledge that Third Parties, including the US Government, may have rights in intellectual property that are the subject of this Agreement, based on (a) the contributions of individuals affiliated with such Third Party, (b) funds, materials, facilities or equipment
used by the Visiting Researcher and provided to Host University under grants or contracts by the Third Party, or (c) personnel, equipment or facilities of the US Government that are used to create an Invention. To the extent possible each Party shall seek to make individual agreements with any such Third Party that ensures the Parties’ compliance with the provisions of this Agreement. It is understood that no Party is able to make any commitment on behalf of any Third Party or Parties.

**8 Access Right to Results**

8.1 During the Research Project, the Parties have mutual royalty-free, non-exclusive and non-transferable license to each other’s Results in connection with research and educational activities within the Research Project to the extent where the Controlling Party has the liberty to grant such access right. The license does not involve the right to grant sublicenses to a third party and does not include commercial exploitation. The access right expires without further notice and in every respect no later than upon expiry of this Agreement, regardless of the reason for this. Further, the ownership to Results remains with the Controlling Party in every respect.

8.2 Unless mutually agreed in writing, a Party may under no circumstances use the Controlling Party’s Background beyond that listed in Appendix 2.

**9 Confidentiality**

9.1 Each Party agrees that it will not use any part of the Confidential Information supplied by the Controlling Party except for the Research Project and it will keep Confidential Information, which the Party has received, secret and confidential. No Party shall disclose any part of the Confidential Information to any Third Party without the prior written consent of the Controlling Party.

9.2 The receiving Party shall only give those of its employees necessary for the Research Project access to the received Confidential Information and only to the extent necessary for the implementation of the Research Project or exploitation of the Party’s own Results and under the same confidentiality and non-use obligations as herein contained.

9.3 In respect of the receiving Party, the confidentiality obligation shall not apply to any part of Confidential Information which the receiving Party can document:
9.3.1 at the time of receipt was or which after receipt has been made available to the public without this being due to the receiving Party’s neglect of the confidentiality obligation,

9.3.2 at the time of receipt was or later has come into the possession of the receiving Party without any confidentiality restrictions to the extent that the information has been received from a Third Party who was entitled to pass it on,

9.3.3 the receiving Party is obliged by law of final judicial decision to publish, provided the receiving Party has promptly notified the Controlling Party thereof, so that the Controlling Party has the opportunity to oppose the publication, or

9.3.4 the receiving Party has developed the information independently.

9.4 Confidential Information, which according to law or final judicial decision shall be passed on to a third party, shall still be considered Confidential Information to the extent that this information is not subsequently made available to the public. The receiving Party shall promptly inform the Controlling Party of the passing on of information to a Third Party in order for the Controlling Party to be able to protect its interests to the greatest possible extent.

9.5 The receiving Party shall promptly inform the Controlling Party in writing of any received Background and Results that the receiving Party believes to be covered by the confidentiality obligation as set out in this section. In case of disagreement regarding classification, the receiving Party shall prove that the received material is covered by section 9.3.

9.6 The above confidentiality provisions shall apply until three (3) years after termination of this Agreement.

9.7 The Agreement does not contain approval for the receiving Party to exploit Background or Results after expiry of the obligations under this section 9, which the receiving Party in accordance with other rules, including intellectual property legislation or legislation concerning business secrets, may be prevented from using.

9.8 This section 9 is subject to the limitations following from section 10.

10 **Publication of Results**

10.1 It is expected that all significant results of the Research Project in which the Visiting Researcher is involved will be published.
10.2 The Controlling Party may as a result of its ownership publish its own Results. Publication of the Parties’ jointly-owned Results shall be performed jointly by the Parties. If a Party does not wish to participate in the publication of jointly-owned Results, the other Party may publish the jointly owned Results alone, according to longstanding academic rules and norms of publication and those of publishers.

10.3 Publication as mentioned in section 10.2 shall in all cases follow the instructions below:

10.3.1 The Party who plans the above publication shall, prior to actual submission for publication, in reasonable time provide a copy of the proposed publication for review to the other Party. The other party will have 30 days after receipt of the proposed publication to demand that publication be postponed for up to two months starting from the date of receipt of the proposed publication if the Party can substantiate that the postponement is vital to the Party’s ability to obtain intellectual property protection of its own Results or of jointly-owned Results.

10.3.2 After the expiry of the two-month deadline, the right to publish is unconditional.

10.3.3 All publications or any other dissemination relating to Results must, when applicable, include the following statement to indicate that the Results were generated with the assistance of financial support from the Research Executive Agency: “This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska Curie Grant Agreement No [GA no. xxxxx].”

10.3.4 In addition to section 10.3.3 proper acknowledgement will be made where any Third Party have provided materials used in the research.

11 Liability

11.1 Nothing contained in this Agreement will be construed as conferring any right to either Party to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation of the other party (including a contraction, abbreviation, or simulation of any of the foregoing). Any such use may only be granted by the prior, written approval of the conferring Party.

11.2 Each Party shall in all cases be entirely and solely liable for the use to which it puts any information and materials (incl. Background and Results) received from the other Party. No
Party granting an Access Right shall be liable in case of infringement of proprietary rights of a Third Party resulting from the other Party exercising its Access Right.

11.3 The grant of any right provided to a Party’s information or materials (incl. Background and Results) is made without warranty of merchantability or fitness for a particular purpose or any other warranty of any kind, either express or implied. The Party makes no express or implied representation or warranty that the Invention, patent rights, licensed products, licensed services, or licensed methods will not infringe any patent, copyright, trademark or other rights.

11.4 Host University shall defend, indemnify and hold Home University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of the Research Project, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Host University, its officers, agents, or employees.

11.5 Home University shall defend, indemnify and hold Host University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of the Research Project, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Visiting Researcher or of the Home University, its officers, agents, or employees.

11.6 If a Party is liable for damages under this Agreement, damages do not include indirect losses, consequential damages, operational losses, lost profit or other consequential financial losses, including claims for damages from a third party. In addition, damages do not comprise losses that could not reasonably have been foreseen by the liable Party.

11.7 [A Party’s aggregate liability towards the other Party shall be limited to once the Party’s share of the total costs of the Research Project as identified in Appendix 1, provided such damage was not caused by a wilful act or gross negligence.]

12 Transfer of this Agreement to Third Party

12.1 Rights and obligations in accordance with this Agreement cannot be transferred to a Third Party, except by mutual written agreement.
13 Priority, Change of this Agreement and Notifications

13.1 In the event of inconsistency between this Agreement and the Grant Agreement between Home University and the Research Executive Agency, including the Grant Agreement annexes, the latter shall take priority in any respect.

13.2 All changes to this Agreement require prior written approval from both Parties.

13.3 All notifications to be given in connection with this Agreement shall be given in writing to the contact persons listed in section 18 below.

14 Governing Law and Jurisdiction

14.1 This Agreement shall be governed by and construed in accordance with the national laws of the defending Party, without regard to principles relating to conflicts of law. Should one of the Parties decide to bring a suit or make a claim against the other, such suit or claim shall be brought exclusively in the courts or tribunals of the defending party.

14.2 The choice of law shall be that of the appropriate court mentioned in section 14.1.

15 Duration and Termination

15.1 This Agreement shall become effective on the date of signature of the Party who signs last. This Agreement shall expire on [XXXX]. The Agreement shall have a period of performance that runs concurrently the period of performance as stipulated in the Grant Agreement.

15.2 In addition to section 15.1, this Agreement may be terminated by each Party at a three-month notice to the end of a month. If terminated, the Parties shall take notice of the rules and conditions set by the Research Executive Agency.

16 Sections with Longer Duration

16.1 Regardless of the ceasing of this Agreement in connection with expiry, termination or cancellation, all sections, which based on their content, are assumed to apply after the ceasing of this Agreement, will still apply.
17  Independent Contractors

17.1 The Parties are independent contractors and nothing in this Agreement shall create, imply or evidence any partnership or joint venture between Home University and Host University.

18  Contact Persons

18.1 All information to be provided in accordance with this Agreement shall be given in writing to the following contact persons:

For Home University: [Please insert Title, Name, Email address]
For Host University: [Please insert Title, Name, Email address]

19  List of Appendices

 Appendix 1: Grant Agreement no. [xxx] for Project [Acronym], including its annexes
 Appendix 2: Background
Signatures

For _______________________  For _________________________
(Home University)           (Host University)
(Place)  _____________________ (Place)  _____________________

On  /  [Date]               On  /  [Date]

__________________________________  __________________________________
Name, Title, Department           Name, Title, Department