



PARTNERSHIP AGREEMENT¹

[Title of the Action]

Grant Agreement No.: ***[Number]***

Fellow: Mrs/Ms/Mr ***[Name]***

This Partnership Agreement
(hereinafter referred to as "AGREEMENT")

made and entered into by and between

[Host Institution],

represented by ***[Title, Name and Address],***

(hereinafter referred to as ***[Acronym of Host Institution]***)

and

[Partner Institution],

represented by ***[Title, Name and Address],***

(hereinafter referred to as ***[Acronym of Partner Institution]***).

[Acronym of Host Institution] and ***[Acronym of Partner Institution]*** hereinafter referred to as
"PARTIES")

Whereas within the European Union's Framework Programme for Research and Innovation Horizon 2020 (2014-2020) ***[Acronym of Host Institution]*** is bound by the Contract No. ***[Number]*** with the European Union, represented by the Research Executive Agency, for research in the field of "Marie Skłodowska-Curie Actions – Global Fellowships" (hereinafter referred to as "GA")

and

whereas ***[Acronym of Host Institution]*** and ***[Acronym of Partner Institution]*** have agreed that ***[Partner Institution]*** shall train Mrs/Ms/Mr ***[Name]*** (hereinafter referred to as "RESEARCHER") in accordance with the terms and conditions as stated in the GA,

¹ Der Vertragsentwurf steht zur freien Nutzung zur Verfügung. Von Seiten der den Entwurf erstellenden Parteien werden keine Garantien für die Richtigkeit der gemachten Angaben übernommen. Die Verwendung des Gesamttextes oder einzelner Textteile erfolgt auf eigene Verantwortung und entbindet den Nutzer nicht von der Prüfung, um eigene Interessen und Rechte zu schützen.

the following is hereby agreed between **[Acronym of Host Institution]** and **[Acronym of Partner Institution]**:

- (1) Definitions for this AGREEMENT are as follows:

Action: means all work referred to in Annex 1.

Results: means any tangible or intangible output of the action, such as data, knowledge or information, that is generated in the action, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

Secondment period: means the period spent by the researcher at the **[Acronym of Partner Institution]** premises as indicated in Annex 1.

- (2) Unless otherwise agreed in writing, the PARTIES shall be bound mutatis mutandis by the terms and conditions of the GA including Annex 1 (Description of the action), but excluding the provisions of the GA, which recognizably only apply to the contractual relationship between the **[Acronym of Host Institution]** and the Research Executive Agency.
- (3) The **[Acronym of Partner Institution]** will ensure that throughout the secondment period infrastructure, equipment and products for implementing the action in the scientific and technical fields concerned are provided and that these means will be available to the RESEARCHER, if necessary.
- (4) The **[Acronym of Partner Institution]** will ensure that throughout the secondment period, the RESEARCHER will enjoy the same standards of safety and occupational health as those awarded to local researchers holding a similar position.
- (5) The **[Acronym of Partner Institution]** will ensure that throughout the secondment period it will provide reasonable assistance to the RESEARCHER in all administrative procedures required by the **[Acronym of Host Institution's]** relevant authorities, as well as in all administrative procedures, such as visas, work permission by the relevant authorities of the **[Acronym of Host Institution]**.
- (6) The **[Acronym of Partner Institution]** will designate a scientist, Mrs/Ms/Mr **[Name]** to supervise the research training activities of the RESEARCHER during the secondment period.
- (7) The PARTIES will keep confidential any information of whatever nature or form that was disclosed in the course of the action and that was marked as "confidential". They will not disclose the same to any other third party without the prior written consent of the disclosing PARTY.
- (8) All results created by employees of **[Acronym of Partner Institution]** shall be the property of **[Acronym of Partner Institution]**. All results created by employees of **[Acronym of Host Institution]** shall be the property of **[Acronym of Host Institution]**. Where employees of **[Acronym of Partner Institution]** and employees of **[Acronym of Host Institution]** have jointly generated results, and where their respective contribution to the joint results cannot be ascertained, or where it is not possible to separate such joint results for the purpose of applying for, obtaining or maintaining the relevant intellectual property rights protection, they shall have joint ownership of those results. In this case, the PARTIES have to agree amongst themselves upon arrangements for applying for, obtaining and/or maintaining such right on a case-by-case basis. The same shall apply for use and licensing such right. In case of a commercial use by a PARTY or licensing to third parties, appropriate financial compensation shall be given to the other PARTY concerned.

Access rights to results for internal research activities shall be granted on a royalty-free basis.

- (9) The **[Acronym of Host Institution]** shall pay all direct and indirect costs of the materials and supplies needed by the RESEARCHER for the action in an amount not exceeding EUR **[Amount]**.

The 1st payment will directly follow the signature of this AGREEMENT; the 2nd payment will be made by **[Date]**. **[Acronym of Host Institution]** will retain 15% (EUR **[Amount]**) of the total amount until completion of the secondment period and acceptance of their corresponding reporting by the Research Executive Agency.²

- (10) Invoices shall be sent to the following address: **[Address]**
- (11) Payment shall be made within 45 days of the receipt of the invoice via electronic funds transfer to the following account: **[Bank Account Details]**

Payment will be made in EUR at the relevant exchange rate at the time of payment.

- (12) Contact person for **[Acronym of Host Institution]** shall be Mrs/Ms/Mr **[Name]**
Contact person for **[Acronym of Partner Institution]** shall be Mrs/Ms/Mr **[Name]**
- (13) The duration of this action shall be from **[Date]** and continue through **[Date]**, unless extended by mutual written agreement between the **[Acronym of Host Institution]** and **[Acronym of Partner Institution]** or unless sooner terminated upon the giving of ninety (90) days prior written notice to the other PARTY.
- (14) The European Union's support of Marie Skłodowska-Curie Actions will be referenced in publications, conference papers, presentations and posters in connection with this action. This will include the sentence: "This project has received funding from the European Union's Framework Programme for Research and Innovation Horizon 2020 (2014-2020) under the Marie Skłodowska-Curie Grant Agreement No. **[number]**."
- (15) Amendments or changes to this AGREEMENT shall be made in writing and signed by the duly authorized representatives of the PARTIES.
- (16) This AGREEMENT shall be governed by the laws of the Federal Republic of Germany.
- (17) The **[Acronym of Host Institution]** agrees to defend, indemnify and hold **[Acronym of Partner Institution]**, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this AGREEMENT 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 grossly negligent or intentional acts or omissions of **[Acronym of Host Institution]**, its officers, agents, or employees. **[Acronym of Partner Institution]** agrees to defend, indemnify and hold **[Acronym of Host Institution]**, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this AGREEMENT 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 grossly negligent or intentional acts or omissions of **[Acronym of Partner Institution]**, its officers, agents, or employees.
In respect of any information or materials (incl. results and background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

² Bearbeitungshinweis: Dieser Artikel bezieht sich auf die Kostenpauschalen der institutional unit costs („Research, Training and Networking“ und „Management and Overheads“). Die REA stellt es den Vertragsparteien frei, die mit diesen Kostenpauschalen gewährten Zuwendungsbeträge nach eigenem Ermessen untereinander zu verteilen.

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

In Witness whereof duly authorized representatives of the PARTIES have entered into this Partnership Agreement as of the date last written below.

For **[Acronym of Host Institution]**

For **[Acronym of Partner Institution]**

Date, Signature

Date, Signature

ANNEX 1:

