



PARTNERSHIP AGREEMENT¹

Project: ***[Title of the Project]***
Project 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 EU Seventh Framework Programme for Research and Technological Development (2007-2013) ***[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 Curie Actions – International Outgoing Fellowships" (hereinafter referred to as "EU-Contract")

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 EU-Contract,

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

(1) Definitions for this AGREEMENT are as follows:

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.

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

Project: means all work referred to in Annex I.

Results: means the results, including information, whether or not they can be protected, arising under AGREEMENT as well as copyrights or rights pertaining to such results following applications for, or the issue of patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.

- (2) Unless otherwise agreed in writing, PARTIES shall be bound mutatis mutandis by the terms and conditions of EU-Contract including Annex I (Description of work), Annex II (General conditions) and Annex III (Specific provisions), but excluding the provisions of EU-Contract, which recognizably only apply to the contractual relationship between the **[Acronym of Host Institution]** and the Research Executive Agency.
- (4) The **[Acronym of Partner Institution]** will ensure that throughout the secondment period infrastructure, equipment and products for implementing the project in the scientific and technical fields concerned are provided and that these means will be available to the researcher, if necessary.
- (5) 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.
- (6) 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]**.
- (7) 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.
- (8) PARTIES will keep confidential any information of whatever nature or form that was disclosed in the course of the project 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.
- (9) 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]**. If the results arise from collaborative efforts, joint ownership may be negotiated. If this is the case, PARTIES shall seek to agree amongst themselves 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.

One PARTY may use results of the other unrestrictedly for non-commercial scientific purposes (research and teaching) free of charge.

- (10) The **[Acronym of Host Institution]** shall pay all direct and indirect costs of the materials and supplies needed by the RESEARCHER for the project in an amount not to exceed EUR **[Amount]**. The 1st payment will follow directly the signature of 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

- (11) Invoices shall be sent to the following address: **[Address]**
- (12) Payment shall be made within 45 days of receipt of 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.

- (13) 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]**
- (14) The duration of this project 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.
- (15) The European Union support of Marie Curie Actions will be referenced in publications, conference papers, presentations and posters in connection with this project. This will include the sentence, "This research was supported by a Marie Curie International Outgoing Fellowship within the EU Seventh Framework Programme for Research and Technological Development (2007-2013)," as well as, if relevant, the European Union and Marie Curie logos.
- (16) Amendments or changes to AGREEMENT shall be made in writing and signed by the duly authorized representatives of PARTIES.
- (17) AGREEMENT shall be governed by the laws of the Federal Republic of Germany.
- (18) 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.

² Bearbeitungshinweis: Dieser Artikel bezieht sich auf die Kostenkategorien 3 (Kosten der Teilnahme des Forschers an dem Projekt) und 5 (Overheads). Die REA stellt es den Vertragsparteien frei, die in diesen Kostenkategorien gewährten Zuwendungsbeträge nach eigenem Ermessen untereinander zu verteilen. In der Regel fallen Kosten der Kategorie 3 bei der Partnereinrichtung an.

Weiterhin ist zu beachten, dass auch für die von der Partnereinrichtung geltend gemachten Kosten die Bestimmungen der Finanzhilfvereinbarung, beispielsweise des Annex II.13 für erstattungsfähige und nicht erstattungsfähige Kosten, gelten. Dies schließt insbesondere die Nichterstattungsfähigkeit ausgewiesener Mehrwertsteuer ein. Hier ist zwischen den Vertragsparteien auszuhandeln, ob die Zahlungen der Gasteinrichtung an die Partnereinrichtung unter Abzug oder einschließlich der Mehrwertsteuer erfolgen.

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:

MUSTER