

## **PARTNERSHIP AGREEMENT**

for the project in the Seventh Framework Programme

funding scheme

**MARIE CURIE INTERNATIONAL RESEARCH STAFF EXCHANGE SCHEME**

titled

*International research network for study and development of new tools  
and methods for advanced pedagogical science in the field of ICT instruments,  
e-learning and intercultural competences*

in short

**IRNet**

THIS PARTNERSHIP AGREEMENT is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013), hereinafter referred to as Rules for Participation and the European Commission Marie Curie Grant Agreement, No PIRSES-GA-2013-612536, drawn up according to Model Marie Curie Grant Agreement, hereinafter referred to as the Marie Curie Grant Agreement or EC-MCGA and Annex II to EC-MCGA, hereinafter referred to as Annex II of the EC-MCGA, and is made on 1 December 2013, hereinafter referred to as *effective date*.

**BETWEEN:**

**UNIWERSYTET ŚLĄSKI** (in short **US**), established in Bankowa Street 12, 40-007 Katowice, Poland, the *beneficiary* acting as *coordinator of the consortium* (the *coordinator*), represented by Wieslaw Banys, Rector and/or Andrzej Kowalczyk, Vice-Rector or their authorized representative

**UNIVERSITEIT TWENTE** (in short **UT**), established in Drienerlolaan 5, 7522 NB ENSCHEDE, Netherlands, acting as *beneficiary*, represented by Karen van Oudenhoven - van der Zee, Dean of the Faculty of Behavioural Sciences and/or Marion Kamp, Managing Director of the Faculty of Behavioural Sciences or their authorized representative

**UNIVERSIDAD DE EXTREMADURA** (in short **UEx**), established in Avenida De Elvas, s/n, 06006 Badajoz, Spain, acting as *beneficiary*, represented by Manuel Adolfo González Lena, Vice Rector for Research, Transferring and Innovation and/or Segundo Píriz Durán, Rector or his authorized representative

**CONSTANTINE THE PHILOSOPHER UNIVERSITY IN NITRA** (in short **UKF**), established in Trieda Andreja Hlinku 1, 94974 Nitra, Slovakia, acting as *beneficiary*, represented by Libor Vozár, Rector or his authorized representative

**UNIVERSIDADES LUSÍADA / FUNDAÇÃO MINERVA - CULTURA - ENSINO E INVESTIGAÇÃO CIENTÍFICA** (in short **LU**), established in Rua da Junqueira 188-198, 1349-001 Lisboa, Portugal, acting as *beneficiary*, represented by Antonio Martins da Cruz, CEO of the Fundação Minerva - Cultura - Ensino e Investigação Científica or his authorized representative

**OSTRAVSKA UNIVERZITA V OSTRAVE** (in short **UO**), established in Dvorakova Street 7 OSTRAVA 1, Czech Republic, acting as beneficiary, represented by Jiri Mockor, Rector or his authorized representative

**AND**

**CURTIN UNIVERSITY OF TECHNOLOGY** (in short **CU**), established in GPO BOX U1987, 6845 Perth, Australia, acting as *partner organisation*, represented by Charlie Thorn, Director Research & Development or his authorized representative

**КІЇВСЬКИЙ УНІВЕРСИТЕТ ІМЕНІ БОРИСА ГРІНЧЕНКА** (in short **BGKU**), established in Vorovskogo Street 18/2, 04053 Kyiv, Ukraine, acting as *partner organisation*, represented by Viktor Ogneviuk, Rector or his authorized representative

**DNIPRODZERZHINSK STATE TECHNICAL UNIVERSITY** (in short **DSTU**), established in Dniprobudivska Street 2, 51918 Dniprodzerzhinsk, Ukraine, acting as *partner organisation*, represented by Oleksandr Korobochka, Rector and/or Vitaliy Gulyaev, First Vice-Rector or their authorized representative

**STATE HIGHER PROFESSIONAL EDUCATION INSTITUTION HERZEN STATE PEDAGOGICAL UNIVERSITY OF RUSSIA** (in short **HSPU**), established in Nab Reki Moyki, 191186 St Petersburg, Russian Federation, acting as *partner organisation*, represented by Vitaly Kantor, Vice-Rector for Study Programs and/or Sergey Shilov, Vice-Rector for International Cooperation or their authorized representative

hereinafter, jointly or individually, referred to as *Parties* or *Party*

relating to the Project entitled *International research network for study and development of new tools and methods for advanced pedagogical science in the field of ICT instruments, e-learning and intercultural competences*, in short **IRNet**, hereinafter referred to as *Project*

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of *Marie Curie International Research Staff Exchange Scheme*.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## SECTION 1: DEFINITIONS

### 1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Marie Curie Grant Agreement including its Annexes without the need to replicate said terms herein.

### 1.2 Additional Definitions

*Access Rights* means licences and user rights to *foreground* or *background*.

*Background* means information which is held by Parties prior to their accession to this agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this agreement, and which is needed for carrying out the *project* or for using *foreground*.

*Foreground* means the results, including information, whether or not they can be protected, which are generated under the project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection. *Commission* means Commission of the European Communities.

*Dissemination* means the disclosure of *foreground* by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of *foreground* in any medium.

*Description of Work* means Annex I to MC-ECGA.

*Use* means the direct or indirect utilisation of *foreground* in further research activities other than those covered by the project, or for developing, creating and marketing a product or process, or for creating and providing a service.

*Home organisation:* means the *beneficiary* or *partner organisation* of which the *researcher* is a staff member.

*Host organisation:* means the *beneficiary* or *partner organisation* hosting the *researcher* for the *secondment period*.

*Researcher* means a person selected and appointed by his/her home organisation amongst the staff to benefit from the staff exchange under the *project*.

*Secondment period:* means the period(s) spent by a *researcher* at a *host organisation* under the *Project*.

*Needed* means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For Use of own Foreground:

Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

## **SECTION 2: PURPOSE**

The purpose of this Partnership Agreement is to specify with respect to the *project* the relationship between the *Parties*, in particular concerning the organisation of the work, the management of the Project and the rights and obligations of the *Parties* concerning *inter alia* liability and rules on intellectual property within the *project*.

## **SECTION 3: ENTRY INTO FORCE, DURATION AND TERMINATION**

### **3.1 Entry into force**

An entity becomes a Party to this Partnership Agreement upon signature of this Partnership Agreement by a duly authorised representative.

This Partnership Agreement shall have effect from the *Effective Date* identified at the beginning of this Partnership Agreement.

### **3.2 Duration and termination**

This Partnership Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under this Partnership Agreement.

If the Commission does not award the EC-MCGA or terminates the EC-MCGA or a Party's participation in the EC-MCGA, this Partnership Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Partnership Agreement.

### **3.3 Survival of rights and obligations**

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability and Applicable law shall survive the expiration or termination of this Partnership Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Parties concerned. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

## **SECTION 4: RESPONSIBILITIES OF PARTIES**

### **4.1 General principles**

Each Party undertakes to take part in the efficient implementation of the Project (as identified in the Description of Work), and to cooperate, perform and fulfil, promptly and on time, all of its obligations under this Partnership Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to convey as soon as possible any significant information, facts, problems or delays likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Management Board or by the Coordinator to carry out their tasks, including financial data related to the project.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Party involved.

Each Party will endeavor to enhance the exchange program with additional secondments, not included in the Description of Work (Annex I), which will be financed from their own sources.

#### **4.2. Responsibilities of Parties related to seconded researchers**

Each Party shall ensure that:

- a) the *Researcher* is eligible to participate in the project according to the Marie Curie International Research Staff Exchange Scheme rules;
- b) it hosts the *Researchers* seconded to this Party during the *secondment period*;
- c) the *Researcher* must devote himself/herself to the mobility activities during the whole *secondment period*;
- d) the *Researcher* is covered by an adequate health and accident insurance;
- e) the *Researcher* enjoys the same standards of safety and occupational health as those awarded to local researchers at the host organization holding a similar position;
- f) throughout the duration of the *secondment period*, the *Researcher* it hosts is provided with the means, including the infrastructure, equipment and products, for implementing the project in the scientific and technical fields concerned;
- g) reasonable assistance is provided to the *Researcher* it hosts in all administrative procedures required by the relevant authorities of the *home organisation* as well as in all administrative procedures necessary for the secondment, such as visas and work permits required by the relevant authorities of the country of the host organisation;
- h) the *Researcher* will retain the right to return to his/her *home organization* after the *secondment period*;
- i) *Researcher* is informed that he or she is considered as a Marie Curie fellow;
- j) support of the Community under a Marie Curie International Research Staff Exchange Scheme in any related publications or other media is acknowledged.

#### **4.3. Individual reports preparation**

Each *Researcher* seconded to the *host organisation* prepare an individual report including all information relevant to the secondment duration and activities. The Report should be drawn up in three copies (one copy of each for the Coordinator, one for the *home organization* and one for the *host organization*), in English, signed by the *Researcher* as well as an *Researcher's tutor* in the *host organization* and sent to the Project Coordinator immediately after the *secondment period*.

#### **4.4. Breach**

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-MCGA (e.g.: a partner producing poor quality work), the Coordinator or the Party appointed by the Consortium Body if the Coordinator is in breach of its obligations under this Consortium Agreement or the EC-GA will give written notice to such Party requiring that such breach be remedied within 30 calendar days. If such breach is substantial and is not remedied within that period or is not capable of remedy, the Steering Group may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

## SECTION 5: LIABILITY TOWARDS EACH OTHER

### 5.1 No warranties

In respect of any information or materials (incl. Foreground 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,

- 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 exercising its Access Rights.

A supplying Party still has to inform the Party concerned of any possible restriction (as specified in Section 4 of this Partnership Agreement).

### 5.2 Limitations of contractual liability

A Party shall not be responsible to the 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 wilful act or by a breach of confidentiality.

A Party's aggregate liability towards the other Party shall be limited to once the Party's share of the total costs of the Project as identified in Description of Work provided such damage was not caused by a wilful act or gross negligence.

The terms of this Partnership Agreement shall not be construed to amend or limit any Party's non-contractual liability.

### 5.3 Damage caused to third parties

A Party shall be solely liable for any loss, damage or injury to the other Party resulting from the performance of the said Party's obligations by it or on its behalf under this Partnership Agreement or from its use of Foreground or Background.

### 5.4 Force Majeure

No Party shall be considered to be in breach of this Partnership Agreement if such breach is caused by Force Majeure. A Party will inform the Coordinator of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such information was conveyed, the transfer of tasks - if any - shall be decided by the competent Consortium Body.

## SECTION 6: GOVERNANCE STRUCTURE

### 6.1 General structure

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

### 6.1.1. The Coordinator

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the European Commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks as described in the *EC-MCGA* and taking daily responsibility for coordinating the programme of work and exchanges and for financial management and reporting to the *Commission*. The coordinator is assisted by a **Management Support Team** from the coordinating institution.

In particular, the Coordinator shall be responsible for:

- a) monitoring compliance by the Parties with their obligations;
- b) keeping the address list of Members and other contact persons updated and available;
- c) collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (incl. financial statements) to the Commission;
- d) preparing the meetings, proposing decisions, chairing the meetings, preparing the Minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- e) transmitting promptly documents and information connected with the Project;
- f) administering the Community financial contribution.

### 6.1.2. The Project Management Board

The **Project Management Board** constitutes a decision-making body of the Consortium and has the overall responsibility for managing the Project. Chaired by the Project Coordinator, it is composed of one representative of each Party (leaders of the teams from each Institution), each having one vote for decision making: Prof. Eugenia Smirnova-Trybulská (US), Prof. Piet Kommers (UT), Prof. Sixto Cubo (UEx), Dr Martin Drlik (UKF), Prof. Paulo Jorge Gonçalves Pinto (LU), Prof. Jana Škrabáková (OU), Dr. Tomayess Issa (CU), Prof. Natalia Morze (BGKU), Prof. Iryna Sekret (DSTU), Prof. Tatiana Noskova (HSPU).

### 6.1.3. Coordination of work packages

Coordination of work packages is allocated to the following team leaders, responsible for the scientific management of work package activities: Prof. Piet Kommers, UT (WP 2), Prof. Iryna Sekret, UA (WP 3), Prof. Antonio Dos Reis, UEx (WP 4), Prof. Natalia Morze, BGKU (WP 5), Prof. Józef Malach, OU (WP 6), Prof. Eugenia Smirnova-Trybulská, US (WP 7).

### 6.1.4. Coordination of exchanges and events by Parties

To an efficient realization of exchanges (secondments) and networking activities (conferences, workshops) each of the institutions involved in the project will set up:

- a **secondment coordinator**, which will arrange practical matters concerning incoming and outgoing researchers, and preparing all the administrative activities necessary to execute the project secondments, e.g. visa application, accommodation, working conditions, office facilities, insurance, medical care, etc. The Secondment Coordinator will be supported by officers from the competent administrative services.
- a **network events coordinator**, who will be responsible for organizational matters concerning networking activities (conferences, workshops) organized in the framework of the project, he will be supported by officers from the competent administrative services.

## 6.2 Organisation of meetings and voting rules

The members of the Project Management Board work closely by email and have monthly online conferences to guarantee an updated flow of information on the project realization. The Project Management Board hold also an annual meeting to make a review of progress, identify potential risks in the project implementation, discuss and identify ways of improvements, overview the cumulative results from work packages, and plan in more detail the next project stages. Decisions will be taken during these ordinary meetings according to the plan of work. The Coordinator can convene extraordinary meetings at any time if he or she finds it necessary.

The Management Board shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached the chairperson may convene an extraordinary meeting within twenty-one (21) days having first given notice of the meeting to its Members within the prescribed timescales.

Any decisions may be taken without a meeting if the chairperson (project coordinator) circulates to Members of the Management Board a written document which is then signed by the defined majority, or alternatively delivers a decision proposal by e-mail to all Members of the Management Board which is then accepted by the defined majority of Members through confirmation by e-mail. The decision becomes binding upon receipt of signed or e-mailed confirmations by all Members of Management Board and signed or e-mailed acceptations by a defined majority of Members.

The chairperson is obliged to fulfill the following responsibilities:

- give notice in writing of a meeting to each Party as soon as possible and no later than 30 calendar days preceding an ordinary meeting and 14 calendar days preceding an extraordinary meeting;
- produce written minutes of each meeting which shall be the formal record of all decisions taken;
- send draft minutes to all Members within 10 calendar days of the meeting.

Formalisation of the decisions taken during a meeting means the writing of the Minutes in a way it conforms to the decisions taken during the meeting. The minutes shall be considered as accepted if, within 20 calendar days after their dispatch, no Party has objected in writing to the chairperson with respect to the accuracy of the draft of the Minutes. When the drafted Minutes are not approved by all the Parties, the Chairperson shall send a new draft to the Members. If a dispute cannot be resolved (good faith), a new decision shall be made again.

## SECTION 7: FINANCIAL PROVISIONS

### 7.1 General Principles

#### 7.1.1 Funding Principles

A Party shall be funded only for the number of its secondment months to be exchanged by the researchers of the Party in accordance with the Description of Work (Annex I).

A Party which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only. A Party that spends more than

its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

#### **7.1.2 Eligibility for EU funding**

The *Beneficiaries organisations* from EU Countries are eligible for EU funding for their seconded staff members to the Third Countries (in accordance with the number of its secondment months included in the Description of Work): US (Poland), OU (Czech Republic), UKF (Slovakia), UEx (Spain), LU (Portugal).

The following *Partner organisations* from Third Countries are eligible for EU funding for their seconded staff members to the EU countries (in accordance with the number of its secondment months included in the Description of Work): BGKU (Ukraine), DSTU (Ukraine), HSTU (Russia).

The following *Partner organisations* from Third Countries are not eligible for EU funding for their seconded staff members to the EU countries and agree to cover these costs (in accordance with the number of its secondment months included in the Description of Work) themselves: CU (Australia).

#### **7.1.3 Distribution of EU Financial Contribution**

The financial contribution of the EU shall be distributed according to:

- the Consortium Budget as included in the Description of Work (Annex I)
- the principles of this Partnership Agreement
- the approval of reports by the European Commission, and
- the provisions of payments in Article 7.2.

The payment schedule, which contains the transfer of pre-financing and interim payments by the Commission, will be handled according to the following :

- the first pre-financing payment: within 30 days following start date of the project
- transfer of the funds after acceptance of each periodic report.

*Parties* agree that the amount of 5% of the maximum financial contribution of the EU represents the *parties'* contribution to the Guarantee Fund, transferred automatically by the *Commission* to the Guarantee Fund (Section 6 of the EC-MCGA "Pre-financing"). At the final payment made after the end of the project, the amount contributed to the Fund shall be returned to the *beneficiaries* via the coordinator.

#### **7.1.4 Management costs**

Parties agree that the amount of 4% of the overall financial contribution of the EU represents the costs of management and is left to the exclusive use of the Coordinator for the purposes of the project coordination tasks.

Moreover, Beneficiaries agree that their financial reports (FORMs C) will contain the total flat rate, calculated on the basis of the pro-rata derived from the implemented secondments (4% of the flat rate constituting the costs of management will be included in the declared flat rate associated to the secondments).

#### **7.1.5 Justifying Costs**

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the European Commission. Neither the Coordinator nor any of the other Parties shall be in

any way liable or responsible for such justification of costs towards the European Commission.

## 7.2 Payments to Parties

### 7.2.1 Payments to the beneficiaries

Payments to Parties being beneficiaries that have signed the form A – accession to the EC-MCGA, are the exclusive tasks of the Coordinator. In particular, the Coordinator shall: receive the Commission's financial contribution and distribute it in accordance with the EC-MCGA and this Partnership Agreement, notify the Party concerned promptly of the date and amount transferred to its bank account, made payments without undue delay after receipt of funds from the Commission, in any case but not later than 30 (thirty) calendar days from the receipt thereof from the Commission.

### 7.2.2 Payments to the *researchers*

Payments to researchers seconded from beneficiaries organisations are the tasks of the beneficiaries involved in the secondment as home organisation sending these outgoing researchers to partner organisations for the secondment period.

Payments to *researchers* seconded from *partner organisations* that have signed this Partnership Agreement and are eligible for EU funding are the tasks of the *beneficiaries* involved in the *secondment as host organisation* and receiving these incoming *researchers* from *partner organisations* for the *secondment period*.

This is a matter for each *beneficiary* to decide on the method of payments to the *researchers* that should be in the conformity both with the EC-MCGA and this Partnership Agreement and in accordance with national legal regulations and standards.

To ensure the proper execution of payments and correct implementation of the project the research teams from organizations of *beneficiaries* will be appoint one administrative person responsible for legal and financial issues of the project.

## 7.3 Additional costs related to the secondments

The Parties undertakes to finance any additional costs that might arise in connection to the secondments and exceeding the EC contribution from their own sources.

# SECTION 8: FOREGROUND

### 8.1 Ownership

Foreground shall be the property of the Party carrying out the work generating that foreground.

Where several Parties have jointly carried out work generating foreground and where their respective share of the work cannot be ascertained, they shall have joint ownership of such foreground. They shall establish an agreement regarding the allocation and terms of exercising that joint ownership.

However, where no joint ownership agreement has yet been concluded, each of the joint owners shall be entitled to grant non-exclusive licences to third parties, without any right to sub-licence, subject to the following conditions:

- a) at least 45 days prior notice must be given to the other joint owner(s); and
- b) fair and reasonable compensation must be provided to the other joint owner(s).

If employees or other personnel working for a Party are entitled to claim rights to foreground, the Party shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under this Partnership Agreement.

### **8.2 Transfer**

Where a Party transfers ownership of foreground, it shall pass on its obligations regarding that foreground to the assignee including the obligation to pass those obligations on to any subsequent assignee.

Subject to its obligations concerning confidentiality such as in the framework of a merger or an acquisition of an important part of its assets, where a Party is required to pass on its obligations to provide access rights, it shall give at least 45 days prior notice to the other Parties of the envisaged transfer, together with sufficient information concerning the envisaged new owner of the foreground to permit the other Parties to exercise their access rights.

**8.2.3** Following notification in accordance with the previous paragraph, any other Party may object within 30 days of the notification or within a different time-limit agreed in writing, to any envisaged transfer of ownership on the grounds that it would adversely affect its access rights.

Where any of the other Parties demonstrate that their access rights would be adversely affected, the intended transfer shall not take place until agreement has been reached between the Parties concerned.

### **8.3 Protection**

Where foreground is capable of industrial or commercial application, its owner shall provide for its adequate and effective protection, having due regard to its legitimate interests and the legitimate interests, particularly the commercial interests, of the other Parties.

### **8.4 Use**

The Parties shall use the foreground which they own or ensure that it is used.

### **8.5 Dissemination**

Each Party shall ensure that the foreground of which it has ownership is disseminated as swiftly as possible.

Dissemination activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner(s) of the foreground.

At least 45 days prior notice of any dissemination activity shall be given to the other Parties concerned, including sufficient information concerning the planned dissemination activity and the data envisaged to be disseminated. Following notification, any of those Parties may object within 30 days of the notification to the envisaged dissemination activity if it considers that its legitimate interests in relation to its foreground or background could

suffer disproportionately great harm. In such cases, the dissemination activity may not take place unless appropriate steps are taken to safeguard these legitimate interests.

An objection is justified if the objecting Party's legitimate academic interests are compromised by the publication; or

a) the protection of the objecting Party's Foreground or Background is adversely affected.

The objection has to include a precise request for necessary modifications.

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.

All publications or any other dissemination relating to foreground shall include the following statement to indicate that said foreground was generated with the assistance of financial support from the Community:

The research leading to these results has received funding from the People Programme (Marie Curie Actions) of the European Community's Seventh Framework Programme FP7/2007-2013 under REA grant agreement N° PIRSES-GA-2013-612536.

Nothing in this 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.

## **SECTION 9: ACCESS RIGHTS**

### **9.1 Background covered**

Parties may define the background needed for the purposes of the project in a written agreement and, where appropriate, may agree to exclude specific background.

### **9.2 Principles:**

The granting of access rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

Without prejudice to their obligations regarding the granting of access rights, Parties shall inform each other and, in particular, the hosted *Researchers* as soon as possible of any limitation to the granting of access rights to background, or of any other restriction which might substantially affect the granting of access rights.

The termination of the participation of a Party shall in no way affect the obligation of that Party to grant access rights to the remaining Parties.

Unless otherwise agreed by the owner of the foreground or background, access rights shall confer no entitlement to grant sub-licences.

Exclusive licences for specific foreground or background may be granted subject to written confirmation by all the other Parties that they waive their access rights thereto.

### **9.3 Access rights for implementation**

Access rights to foreground shall be granted to the other Parties, if it is needed to enable those Parties to carry out their own work under the project. Such access rights shall be granted on a royalty-free basis.

Access rights to background shall be granted to the other Parties, if it is needed to enable those Parties to carry out their own work under the project provided that the Party concerned is entitled to grant them. Such access rights shall be granted on a royalty-free basis.

The Researchers shall enjoy, on a royalty-free basis, access rights to the background and to the foreground, if that background or foreground is needed for carrying out his/her activities under the project.

### **9.4 Access rights for use**

Parties shall enjoy access rights to foreground, if it is needed to use their own foreground. Subject to agreement, such access rights shall be granted royalty-free.

Parties shall enjoy access rights to background, if it is needed to use their own foreground provided that the Party concerned is entitled to grant them. Such access rights shall be granted royalty-free.

A request for access rights may be made up to one year after either of the following events:

- a) the end of the project; or
- b) termination of participation by the owner of the background or foreground concerned.

## **SECTION 10: CONFIDENTIALITY / NON-DISCLOSURE OF INFORMATION**

All information in whatever form or mode of transmission, 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, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is Confidential Information.

The above paragraph no longer applies where:

- a) the confidential information becomes publicly available by means other than a breach of confidentiality obligations;
- b) the disclosing party subsequently informs the recipient that the confidential information is no longer confidential;
- c) the confidential information is subsequently communicated to the recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidentiality.

The Recipients hereby undertake for a period of 5 years after the end of the Project:

- a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- b) not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;

- c) to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- d) 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. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- a) the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- c) the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party; or
- d) the Confidential Information was already known to the Recipient prior to disclosure.

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 unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The confidentiality obligations under this Partnership Agreement shall not prevent the communication of Confidential Information to the European Commission.

## **SECTION 11: MISCELLANEOUS**

### **11.1 Attachments, inconsistencies and severability**

This Partnership Agreement consists of this core text and Description of Work (Annex 1 of the EC-MCGA). In case the Annex I to the EC-MCGA is amended, the new version replaces the previous version also in relation to the Partnership Agreement.

In case the terms of this Partnership Agreement are in conflict with the terms of the EC-MCGA, the terms of the latter shall prevail.

Should any provision of this Partnership Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Partnership Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

## **11.2 Assignment and amendments**

No rights or obligations of the Parties arising from this Partnership Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Changes to the main text of the Partnership Agreement have to be negotiated between the Parties.

## **11.3 Mandatory national law**

Nothing in this Partnership Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

The legislation of a Party may state certain statutory restrictions for the Parties, and these restrictions should be respected by the Parties concerned.

## **11.4 Language**

This Partnership Agreement is drawn up in English, which language shall govern all documents, notices and meetings.

## **11.5 Applicable law**

This Partnership Agreement shall be construed in accordance with and governed by the laws of Belgium.

## **11.6 Settlement of disputes**

All disputes arising out of or in connection with this Partnership Agreement, which cannot be solved amicably within a period of 3 months, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Nothing in this Partnership Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

## **Section 12: Signatures**

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in Insert the form of signing: separate signature pages or counterparts or accession forms the day and year first above written.

UNIWERSYTET ŚLĄSKI

P R O R E K T O R  
ds. Nauki i Współpracy z Gospodarką

Signature :

  
prof. dr hab. Andrzej Kowalczyk

Name: Andrzej Kowalczyk

Title: Vice-Rector for Research and Collaboration with Industry



UNIVERSITEIT TWENTE

Signature :

Name: M.A.R. Kump  
Title: Managing director



**UNIVERSIDAD DE EXTREMADURA**

Signature:



Name: Manuel Adolfo González Lena.  
Title: Vice-Chancellor for Research, Transfer and Innovation.  
University of Extremadura (Spain).

**CONSTANTINE THE PHILOSOPHER UNIVERSITY IN NITRA**

Signature :

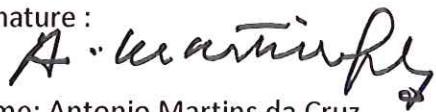
Name: Libor Vozár  
Title: Rector



*Liba.*

**UNIVERSIDADES LUSÍADA / FUNDAÇÃO MINERVA - CULTURA - ENSINO  
E INVESTIGAÇÃO CIENTÍFICA**

Signature :

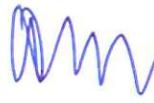


Name: Antonio Martins da Cruz

Title: CEO of the Fundação Minerva - Cultura - Ensino e Investigação Científica

OSTRAVSKA UNIVERZITA V OSTRAVE

Signature :



Name: Jiri Mockor

Title: Rector

OSTRAVSKÁ UNIVERZITA V OSTRAVĚ  
Rectorát  
Dvořákova 7, 701 03 Ostrava

①

CURTIN UNIVERSITY OF TECHNOLOGY

Signature :



Name: Charlie Thorn

Title: Director Research & Development

КІЇВСЬКИЙ УНІВЕРСИТЕТ ІМЕНІ БОРИСА ГРІНЧЕНКА

Signature :

Name: Viktor Ogneviuk  
Title: Rector



DNIPRODZERZHINSK STATE TECHNICAL UNIVERSITY

Signature:

Name: Oleksandr Korobochka  
Title: Rector



STATE HIGHER PROFESSIONAL EDUCATION INSTITUTION HERZEN STATE PEDAGOGICAL UNIVERSITY OF RUSSIA

Signature :



Name: Sergey Shilov

Title: Vice-Rector for International Cooperation

