Cooperative Agreement

between

Technische Universität Dresden

01062 Dresden

represented by the Chancellor

for your Institute or Chair of …

– hereinafter referred to as “TU Dresden” –

and

…

– Hereinafter referred to as “…” –

– Hereinafter jointly referred to as “Partners” –

Regarding

Project

“…”

– Hereinafter referred to as “Project” –

# Preamble

The Partners have applied for funding from FUNDING BODY (BMXXX) within the framework of the XXXYYY program for the “XXXXXXX” project. The executing organization for the project is …. The present contract is subject to the approval of this project proposal. [Entry] will assume the coordination of the collaborative project. The partners will collaborate on the project, subject to the regulations of the grant notice and in accordance with the following conditions.

The aim of the project is …

1. Subject of the Cooperative Agreement

The partners are responsible for carrying out their work in accordance with their grant application, the grant conditions issued to them, any subsequent amending notices, if any, and in accordance with the provisions of this agreement. The details of the collaborative project work are regulated by the provisions of this contract.

1. Conducting the Work
2. The Partners are committed to carrying out collaborative work. The type and scope of the collaborative work is outlined in the project description, in particular the work plan and timeline, as in the current version submitted to the organization executing the project.
3. The Partners will oversee qualified professional staff in performing the tasks they have assumed, so that the deadlines specified in the applications and in the work plan and timeline can be met.
4. The Partners will keep each other abreast of developments within the scope of the tasks to be performed either individually or jointly via
5. comprehensive reporting on the results and progress,
6. communication of information during joint work meetings,
7. general communication of information.
8. Coordination, Reporting
9. The coordinator of this collaborative project is … (institution name).
10. No Partner is authorized to deviate from the legally binding declarations applicable to the Partners nor to make legally binding agreements affecting the other Partners.
11. The coordinator is tasked with coordinating the functionality and punctuality of the work in keeping with the applicable work plan and timeline. In the case of discrepancies with the overall work plan, the coordinator will make the Partners aware as soon as possible and suggest measures for overcoming any difficulties.
12. If deadlines cannot be met, the coordinator must be informed immediately. The coordinator will in turn inform the executing organization for the project.
13. The coordinator will prepare the work meetings necessary for implementing the joint work plan. The coordinator will send out invitations and the meeting agenda at least two weeks in advance, preside over the work meetings and carry responsibility for drafting and sending out the meeting minutes (within three weeks subsequent to the meeting).
14. The Partners will send employee representatives to the meetings and advocate that the objectives, procedures and arrangements agreed upon there be observed.
15. Each Partner will designate at least one responsible contact for their work (including address, telephone number and email address) and will inform the Partners and the coordinator of any change in contacts or their details without delay.
16. The content of the required reports on the outcome of the joint project must be agreed upon collectively. Each Partner is responsible for implementing their own tasks adopted within the scope of the joint project as well as for issuing reports and invoices to the third-party funding body and the organization responsible for executing the project. The Partners will share the reports with each other.
17. Funding

Each Partner is responsible for bearing the costs it incurs within the scope of this contract, potentially by using the grant, unless otherwise agreed in writing.

1. Exchange of Experience
2. The Partners will meet at least twice a year. The work meetings serve as an opportunity to review goals, check progress and steer the joint work for the following period between meetings. Online meetings or conference calls are also permissible.
3. At the joint meetings, the Partners will collate achieved results with the work plan and timeline. Should any material discrepancies be ascertained, the Partners will work together to establish measures for ensuring that the achievement of project objectives will not be jeopardized. The coordinator will document the outcome of the meetings in the form of minutes to be provided to the Partners.
4. Each Partner is obliged to properly provide all the necessary information for achieving the project goals as well as the results of work achieved within the project to the other Partners.
5. Work Results and Creations
6. Each Partner has ownership of the work results it produces.
7. Each Partner will ensure that it is authorized to dispose of its own work results.
8. Within the scope of the project, the Partners are responsible for promptly acquiring the required information about planned intellectual property (IP) rights applications.
9. The Partners will jointly seek IP rights for collaborative creations. The Partners are granted IP rights according to their share in the joint creation. Each partner may freely dispose of its share in consideration of the regulations of § 6 para. 5 and 6. However, the disposal of the IP rights as a whole is only possible with the approval of all Partners who have a share in the joint IP rights. The costs, in particular for IP rights application and maintenance, must be borne by the Partners according to their share of the creation unless otherwise agreed.
10. Before a Partner can sell its share of joint IP rights to a third party, it must first offer its share of the joint IP rights to the other Partners under the same conditions as it would to a third party (right of first refusal). The Partner can demand the transfer of the share of the IP rights to itself within a period of three months.
11. If a Partner is not interested in certain IP rights, it must offer them to the other partners for acquisition, insofar as this is legally and practicably possible. The transfer of rights must be settled separately. The offer must be made in good time to enable the other Partners to take the measures required to secure the legal rights within the prescribed legal time frame, in particular within the one-year time limit to be observed for IP rights applications claiming priorities. The rejection of an offer to acquire these rights shall be deemed as consent to the renunciation of the IP rights.
12. Rights of Use
13. The Partners grant each other for the duration of the project a non-remunerated, non-exclusive, non-sublicensable right to use their prior knowledge (the entire pre-existing technical knowledge and the technical knowledge of the Partners arising outside of the cooperation which concern the collaborative work, including the creations, IP rights, IP rights applications, expertise and copyrighted works and work results imperatively required for implementing the project (Subject of the Agreement)), insofar as they are legally able to do so.
14. Furthermore, the Partners grant each other a non-remunerated, irrevocable, non-exclusive, non-sublicensable right to use their work results for non-commercial research and teaching. If the use a Partner’s prior knowledge is imperative for the exercise of this right of use, the Partners will grant each other an appropriate non-remunerated, irrevocable, non-exclusive and non-sublicensable right to use this prior knowledge for research and teaching, insofar as the Partner is legally able to do so.
15. The Partners will hold separate negotiations for granting any rights to use their work results and knowledge extending beyond non-commercial research and teaching. The Framework for State Aid for Research and Development and Innovation applies. If it is required that the right to use prior knowledge for the commercial use of a Partner’s own work results or the joint work results be granted, a Partner may only refuse the conclusion of a license agreement under standard market conditions if it can prove legitimate interest.
16. A sublicense may only be issued with the prior consent of the other Partners. Consent may not be withheld without good reason.
17. In the case of the private use of joint creations for commercial purposes and the associated IP rights, the Partner exercising this right of use must pay the other Partner(s) a fee corresponding to a market-standard licensing fee for the use of their share.
18. If a Partner requires rights to use software that is the possession of the other Partners in order to exercise its rights in accordance with § 7 para. 1 to 5, these rights of use will be granted free of charge for the purpose of executing the project, insofar as this is legally permissible. For use beyond the execution of the project, a reasonable form of payment may be agreed and charged. Rights to reproduce software may be limited.
19. Furthermore, the valid ancillary provisions of the grant notices apply and take precedence over this Cooperative Agreement.
20. Open-Source Software
21. Open-source software is software that is publicly available under a license recognized by the Open Source Initiative (https://opensource.org/licenses) or under a free software license recognized by the Free Software Foundation (https://www.gnu.org/licenses/license-list.en.html).
22. Each Partner is authorized to use open-source software within the scope of the project and will observe the licensing conditions of the open-source software used. The transfer of software between the Partners is deemed distribution within the meaning of the open-source licenses used.
23. Publication
24. Work results from just one Partner may be published by said Partner.
25. Work results from multiple Partners may only be published by said Partners subsequent to approval and in mutual agreement. The publication must include a reference to the collaborative work and must mention the names of the Partners involved. A Partner’s approval is deemed given if and to the extent to which the Partner has not objected to the intended publication within four weeks following receipt of the request. Consent may not be withheld without good reason.
26. Publications must contain an appropriate reference to the funding.
27. Confidentiality
28. Unless otherwise obligatorily required by the grant notices, the Partners will keep confidential any knowledge received from the other Partners marked as confidential as well as the as yet unpublished IP rights applications received from the other Partners and only share these with third parties or make them otherwise available or publish them once the other Partner has issued its approval in writing. The obligation of confidentiality does not or ceases to exist insofar as the knowledge
29. was known prior to its communication to the Partner;
30. was already publicly known or generally accessible prior to its communication;
31. was developed by the information recipient independently of the communication of said knowledge;
32. was made available to the information recipient by an authorized third party;
33. is made known to the public or made generally available subsequent to its communication without the involvement or fault of the information recipient;
34. must be disclosed due to an administrative or court order.
35. Before a Partner makes use of such knowledge belonging to the other Partner(s) without the observance of confidentiality, it will inform the other Partner(s) in writing thereof and provide proof that one of the above-mentioned cases applies. § 9 of the Agreement will remain unaffected.
36. Data Protection

The undersigned Partners agree to observe the stipulations of the European General Data Protection Regulation (GDPR) and the federal or state law serving to implement it in their currently applicable versions as part of this Agreement.

1. Liability
2. The Partners are liable to the funding body in accordance with the stipulations relevant to them.
3. The Partners are only liable to each other – to the extent permitted by law – for damage caused by willful intent or gross negligence. For research projects financed through third-party funding, liability is limited in the case of gross negligence to the amount of the grant. Damages for consequential loss and indirect loss is excluded to the extent permitted by law.
4. The Partners will not assume any mutual guarantee that knowledge, work results, documentation or objects provided within the scope of the Agreement are correct, usable or complete, nor that third-party rights will not be violated or other loss occasioned because of their use or application, nor are they mutually liable for loss incurred by violation of third-party rights or otherwise. They will, however, alert each other if they become aware of any such third-party rights.
5. The Partners are not mutually responsible for the legal validity of the IP rights they make part of the contract.
6. Entry into Force and Term of Agreement
7. This Agreement will enter into force at the beginning of the collaborative project on Month Day, Year, once the Agreement is signed by all Partners; it terminates upon acceptance of the final report by the funding body or the executing organization – unless the Agreement is terminated beforehand.
8. Each Partner has the right to terminate this Agreement – in full or in part – at any time for good cause. Good cause is deemed in particular the cessation or reduction of funding provided to the Partner terminating the Agreement or if it becomes unreasonable to continue the project due to the cessation of funding provided to the other Partner(s).
9. The Agreement must be terminated in writing.
10. If a Partner withdraws from the Agreement, the obligations of the other Partners toward the withdrawing Partner also become void as of the date of termination in accordance with § 2 of this Agreement. The withdrawing Partner is obliged to document the results achieved up to its withdrawal in full in a final report and provide them to the remaining Partner(s) for the continued work in accordance with § 7.
11. The rights stipulated in § 7 only apply for the withdrawing Partner for those work results that have been achieved up to the date of termination.
12. The obligations stipulated in § 10 remain in effect beyond the termination of the Agreement.
13. Ancillary Provisions
14. Amendments and supplements to this Agreement must be made in writing. The same applies to the waiver of the requirement of the written form. No ancillary agreements have been concluded.
15. Rights and obligations from this Agreement may not be transferred to third parties without the approval of the other Partner(s). Consequently, subcontracts which were not already made known at the time of proposal submission first require the approval of the Partner(s). Insofar as a Partner awards a contract to a third party as part of the project, it must ensure that the other Partner(s) receive(s) at least the same rights that it/they would have if the results had been achieved by said Partner itself.
16. Should individual provisions of this Agreement be or become ineffective, the remaining provisions will still apply. The partners will strive to replace the invalid provision with a valid provision that corresponds to the meaning and purpose of the invalid provision.
17. The direct obligations of the Partners toward the funding body and the executing organization as stipulated in the grant notices will remain unaffected by this Agreement and take precedence over it.

This Cooperative Agreement is governed by German law under exclusion of any potential references to other legal systems. The place of jurisdiction is XXX, Federal Republic of Germany, unless another exclusive place of jurisdiction is justified.

# Signatures

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| Dresden, | Place, | |
| Technische Universität Dresden | Institution | |
| ……………………………………...................  The Chancellor | ……………………………………...................  Function of the legally binding undersigned |  |
| ……………………………………...................  Project leadership | ……………………………………...................  Project leadership |  |