

**AURORA**

# Memorandum of Understanding (MoU) on Cooperation within the Aurora European Universities Alliance on Sharing Infrastructure and Resources



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 101035804



# Memorandum of Understanding on Cooperation within the Aurora European Universities Alliance on Sharing Infrastructure and Resources

between all full and associated partners of the Aurora Alliance as listed below:

- **Vrije Universiteit Amsterdam (NL)**  
De Boelelaan 1105, 1081 HV Amsterdam, Netherlands
- **University of Iceland (IS)**  
Sæmundargata 2, 102 Reykjavík, Iceland
- **University of Duisburg-Essen (DE)**  
Universitätsstraße 2, 45141 Essen, Germany
- **Universitat Rovira i Virgili (ES)**  
Carrer de l'Escorxador, s/n, 43003 Tarragona, Spain
- **Universität Innsbruck (AT)**  
Innrain 52, 6020 Innsbruck, Austria
- **Università degli Studi di Napoli Federico II (IT)**  
Corso Umberto I 40, 80138 Napoli, Italy
- **Palacký University Olomouc (CZ)**  
Křížkovského 511/8, 779 00 Olomouc, Czech Republic
- **Copenhagen Business School (DK)**  
Solbjerg Plads 3, 2000 Frederiksberg, Denmark
- **South-West University „Neofit Rilski” (BG)**  
66 Ivan Mihaylov str., 2700 Blagoevgrad, Bulgaria
- **Pavol Jozef Šafárik University in Košice (SK)**  
Šrobárova 2, 041 80 Košice, Slovakia
- **University of Tetova (MK)**  
Rruga e Ilindenit pa nr., 1200 Tetova, North Macedonia
- **V. N. Karazin Kharkiv National University (UA)**  
4 Svobody Sq., 61022 Kharkiv, Ukraine
- **Université Paris-Est Créteil Val de Marne (FR)**  
61 avenue du Général de Gaulle, 94010 Créteil Cedex, France

hereinafter referred to together as “partners”

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## (1) Background

The partners collaborated on an application for Horizon 2020 Aurora Research and Innovation for Societal Impact program and were successful in receiving a grant from Horizon 2020 (No 101035804). The partners are also working together in the Aurora European Universities Alliance under a grant from Erasmus+ (No 101004013).

Each party is a signatory to that Horizon 2020 grant and is required to comply with the terms of the funding as well as the Framework for State aid for research and development and innovation (2014/C 198/01).

The Aurora RI project develops closer research and innovation support structures to complement the excellent research and innovation activities within the Aurora Alliance, a European Universities Initiative funded by the European Commission. It will further deepen and expand the cooperation among these universities and strengthen their identity as research-intensive universities dedicated to societal impact and engagement. The aim of Aurora RI is to develop a research and innovation support agenda framed by the Sustainable Development Goals (SDGs) and based on the four priority domains of the Aurora Alliance:

- a) Sustainability and Climate Change;
- b) Digital Society and Global Citizenship;
- c) Health and Wellbeing; and
- d) Culture: Diversity and Identity

## (2) Purpose and Objectives

- a) The purpose of this memorandum of understanding is to define the intentions of the partners to collaborate in research cooperation in the best feasible way as outlined in work package 3 (especially task 3.2 and deliverable 3.2) of the Aurora RI project and in line with the Aurora Alliance mission statement as well as the priority domains, in providing the researchers from the alliance access to shared resources at the partners.
- b) Close collaboration between the partners will strengthen the Aurora Alliance members' position as high-class research locations by fostering international cooperation in various research fields and by making available and sharing a diverse range of research resource services and data for research and research groups.
- c) Specifically, the partners intend to
  - assess relevant research resources at each university with focus on research infrastructure and research data, and
  - promote research activity among the partners.

## (3) Shared Research Resources

Research resources cover the following four domains:

- a) **Data:** shall mean any type of information and data, whether in digital format or in physical form;
- b) **Expertise:** shall mean know-how, individual or collective specialized knowledge or skills of researchers, senior and junior scientists and support staff;
- c) **Networks:** shall mean any cooperation, consortium, joint venture or any other form of partnership regardless of its legal form;
- d) **Infrastructure:** shall mean equipment or collection of equipment and other (large scale) infrastructure resources.

#### (4) Institutional Intentions

- a) The partners are interested and willing to actively participate in supporting excellent research through sharing of research resources listed under item (3 a-d).
- b) Any activity made under this memorandum of understanding shall be subject to the availability of sufficient resources for that purpose as well as each partner's field of work, priority activities, internal rules, regulations and relevant legislation, policies, administrative procedures and practices.
- c) Each collaborative research activity facilitated through this memorandum of understanding has to be agreed on a case-by-case basis in the most suitable form between the given researchers or universities to ensure the freedom of research.
- d) If needed, any separate written legal agreement shall cover all necessary and applicable aspects in relation to a formal collaboration, according to the regulation of the parts involved, and should include legal (e.g. data protection, liabilities, confidentiality, insurances, right on intellectual property, resolution of disputes), technical (e.g. application interfaces, costs, security) and other aspects (e.g. ethics, the need for staff training, usage of results, visibility of funding and partners).
- e) The partners intend to provide access to research resources in accordance with usual accounting practices for internal use of the research resources; the cost of the collaboration, where agreed to between the researchers and possible, shall be the actual cost of the work incurred and shall not include profit costs.

#### (5) Limitations to this Memorandum of Understanding

- a) Nothing in this memorandum of understanding shall be deemed or implied to create a joint venture, commercial partnership of any kind or any binding commitment or warranties between the partners.
- b) This memorandum of understanding does not restrict each partner from collaborating with third parties in the areas specified in this memorandum of understanding.
- c) Nothing in this memorandum of understanding, except in relation to item (6) confidentiality, intellectual property, and liabilities, shall create any legally binding obligations between the partners. Nothing contained herein shall commit either partner to perform any specific research development effort whatsoever, but merely indicates the intention of the partners to enter into separate agreements.
- d) This memorandum of understanding does not apply for for-profit or commercial contract research activities of the partners.

#### (6) Confidentiality, Intellectual Property, and Liabilities

- a) The partners undertake to treat as confidential information which they receive and which is explicitly marked as confidential from each other in the course of the implementation of this memorandum of understanding and to use it only for this purpose. Excluded from this is information
  - 1) that is generally known; or
  - 2) becomes generally known through no fault of the receiving partner; or
  - 3) does not have to be treated confidentially in agreement with the disclosing partner; or
  - 4) information that must be disclosed due to a court or official order; or
  - 5) due to mandatory legal requirements.
- b) No partner has any right to any other partner's intellectual property under this memorandum of understanding.

- c) The partners and their legal representatives shall be liable to each other in the event of a breach of material contractual obligations for intent and any negligence, but in the event of simple negligence limited to the foreseeable damage typical for the contract. In all other respects, the partners, their legal representatives, and vicarious agents shall be liable to each other only for damage (direct/indirect) caused by intent or gross negligence.

## (7) Listing and Delisting of Research Resources

- a) The partners intend to publish their respective list of research resources, for which this memorandum of understanding applies, via an interactive map hosted on the website of the Aurora Alliance or another suitable online format. This interactive map or online format shall be updated regularly by the partners, will be developed further, and shall be upkept preferably on a yearly basis by the partners even after the Aurora RI project is finished and as long as the Aurora Alliance exists.
- b) If possible, the costs for the previously described measures should be covered by the Aurora RI project. After the expiration of the Aurora RI project, the Central Office of the Aurora Alliance shall bear the costs.
- c) Resources shall be delisted from the interactive map or other online format if requested from the respective partner or responsible researchers. This delisting shall be done by the work package 3 leads as long as the Aurora RI project is running. After the expiration of the Aurora RI project, the Central Office of the Aurora Alliance shall be responsible for the delisting.

## (8) Users

- a) This memorandum of understanding applies to all relevant staff of the partners.
- b) The partners may choose to extend the memorandum of understanding to other users as set out below (see item 10).

## (9) Duration and Starting Date of the Memorandum of Understanding

This memorandum of understanding shall become effective upon its signing by all partners, represented by their rectorate or an authorized other person and intends to continue for five years unless terminated in accordance with item (12) or the discontinuation of the Aurora Alliance (see item 12).

## (10) Modification of the Memorandum of Understanding

- a) This memorandum of understanding may be amended only if all partners, represented by their rectorate or an authorized other person, agree to such amendments in written form.
- b) This memorandum of understanding is to be evaluated regularly by the partners generally at three-year intervals and adapted as necessary.

## (11) Admission of new Partners to this Memorandum of Understanding

- a) New partners can be added to this memorandum of understanding if there is a mutual understanding and agreement by all existing partners.
- b) This clause does not apply to such additional partners that become full or associated partners of the Aurora Alliance while this memorandum of understanding is in effect.

They might become part of this memorandum of understanding by written agreement on their part.

## (12) Termination of this Memorandum of Understanding

- a) This memorandum of understanding may be terminated upon the discontinuation of the Aurora Alliance.
- b) This memorandum of understanding may be terminated upon mutual written consent of the partners. The termination shall become effective at the end of the year in which the termination was decided.
- c) Any partner may unilaterally withdraw from this memorandum of understanding by written notice three months in advance to the withdrawal to all remaining partners. Withdrawal of a party from this memorandum of understanding does not affect that party's involvement in the Aurora RI project they have signed up to.
- d) A party which withdraws from the Aurora Alliance or Aurora RI project shall automatically be withdrawn from this memorandum of understanding.

## (13) Renewal of this Memorandum of Understanding

- a) This memorandum of understanding shall be renewed automatically every five years for another five years if no partner disagrees with this through written notice six months in advance to the renewal date which is defined as the date described in item (9) plus five years.
- b) If any partner disagrees with the automatic renewal, possible disputes shall be resolved as described under item (14) and possible amendments shall be implemented as described under items (10) and (11). A non-automatic renewal of the memorandum of understanding shall be signed by all partners, represented by their rectorate or an authorized other person.

## (14) Resolution of Disputes

- a) Any disputes related to this memorandum of understanding shall be resolved by firstly consulting the project coordinator of the Aurora RI project or, after the Aurora RI project is finished, the institutional coordinators of the Aurora Alliance.
- b) If a dispute cannot be settled amicably by the project coordinators or the institutional coordinators, it shall be resolved by secondly consulting the Vice Rectors Research group or, after the Aurora RI project is finished, the Vice Rectors Research Board of the Aurora Alliance.
- c) If a dispute cannot be settled amicably by the Vice Rectors Research group or the Vice Rectors Research Board, it shall be resolved by thirdly consulting the Aurora Governing Board or, after the Aurora RI project is finished, the Aurora Alliance Board of the Aurora Alliance.
- d) One representative of each partner, which is not represented in the before described bodies, should be included when resolving a dispute.

## (15) Language and Copies of the Memorandum of Understanding

- a) This memorandum of understanding shall be executed in English in fourteen identical copies, one copy for each partner.

- b) Translations of this memorandum of understanding from English to any other language shall be done by any partner if needed. Any costs incurred for the translation will be borne by the partner concerned.
- c) In the event of interpretation disputes, the English text will prevail over the translations.

## (16) Signatures

All partners hereby confirm their agreement with this memorandum of understanding and their commitment to collaborate within its framework.

### **Vrije Universiteit Amsterdam (NL)**

Signature:

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Name, Function

Place, Date

### **University of Iceland (IS)**

Signature:

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Name, Function

Place, Date



**University of Duisburg-Essen (DE)**

Signature:

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Name, Function

Place, Date

**Universitat Rovira I Virgili (ES)**

Signature:

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Name, Function

Place, Date

**Universität Innsbruck (AT)**

Signature:

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Name, Function

Place, Date

**Universita Degli Studi di Napoli Federico II (IT)**

Signature:

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Name, Function

Place, Date

**Univerzita Palackeho v Olomouci (CZ)**

Signature:

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Name, Function

Place, Date

**Copenhagen Business School (DK)**

Signature:

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Name, Function

Place, Date

**South-West University „Neofit Rilski” (BG)**

Signature:

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Name, Function

Place, Date

**Pavol Jozef Šafárik University in Košice (SK)**

Signature:

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Name, Function

Place, Date

**University of Tetova (MK)**

Signature:

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Name, Function

Place, Date

**V. N. Karazin Kharkiv National University (UA)**

Signature:

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Name, Function

Place, Date

**Université Paris-Est Créteil Val de Marne (FR)**

Signature:

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Name, Function

Place, Date