# Template – Research Collaboration Agreement: Sharing of Infrastructure

This template or parts of it may be used to set up a separate agreement between the collaborating universities to facilitate the sharing of research infrastructure. The following paragraphs do not constitute a separate legal written agreement and may be changed, expanded or deleted as seen fit by the collaborating universities.

## General Provisions

Partners:

This “Agreement" is entered into between [University A] and [University B] on [Date of Agreement] (the "Effective Date").

Purpose and Objectives:

[University A] and [University B] (each, a "Party", and collectively, the "Parties") intend to collaborate in the field of [Field of Research] through sharing the following research infrastructure: [List of research infrastructure for which this Agreement applies].

The Parties hereby agree to collaborate on the sharing of research infrastructure for the purpose of [insert description of planned research], subject to the terms and conditions of this Agreement.

Data Protection:

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws within the scope of the performance and administration of the collaboration.

The Parties agree to provide the necessary security measures to ensure the safety and confidentiality of the shared data and research infrastructure. The Parties will implement appropriate access controls, authentication mechanisms, and encryption protocols to protect the data. Additionally, the Parties will have regular reviews and audits to ensure that the security measures are adequate and up-to-date. Any security incidents or breaches will be promptly reported to the other Party and appropriate measures will be taken to mitigate the risks.

Warranties

In respect of any information or materials supplied by one Party to another under the collaboration, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose. 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 (or its entities under the same control) exercising its access rights.

or

In respect of any information or materials supplied by one Party to another under the collaboration, 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 (or its entities under the same control) exercising its access rights.

Liability and Insurance

The Parties declare that they possess adequate third-party liability insurance coverage.

Each Party shall maintain insurance coverage at levels reasonably required for the operation of its research infrastructure.

or

[University A] funds the necessary insurances required for the use of the research infrastructure of [University B], as follows: [list and description of insurances here].

Either Party is only liable to the extent provided for by compulsory law, that’s for intent and gross negligence. In no case it shall be liable for loss of profit or consequential damages.

Damage Caused to Third Parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party’s obligations from carrying out its project share by it or on its behalf under this Agreement.

Workplace accident coverage and health insurance

The Parties shall be responsible for ensuring that their posted staff members are covered with compulsory or personal accident insurance and providing adequate health and travel assistance insurance contract (repatriation for health reasons, legal assistance, etc.).

Costs:

[University B] grants [University A] access to the research infrastructure described in the Agreement in accordance with standard accounting practices for internal use of the research infrastructure at [University B], and the cost of the collaboration is the actual cost of the work incurred and does not include profit costs.

Confidentiality:

Neither Party shall disclose or make available any knowledge or confidential information relating to the other Party that was obtained in connection with this Agreement and its execution. 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.

Intellectual Property:

The Parties acknowledge that any intellectual property rights arising from the collaboration shall be owned by the Party that created such intellectual property. The Parties shall enter into a separate Agreement to govern the ownership, use, and licensing of any intellectual property rights that may arise from the collaboration.

Usage of Results:

The Parties acknowledge and agree that any results generated during the course of the collaboration will be owned jointly by the Parties. The Parties agree to use the results solely for the purpose of conducting research and development activities in connection with the collaboration, and not for any other commercial purpose without the prior written consent of the other Party. The Parties further agree to comply with all applicable laws, regulations, and ethical standards with respect to the use of the results. The Parties shall enter into a separate Agreement to govern the ownership, use, and licensing of any results that may arise from the collaboration that may lead to intellectual property rights.

Resolution of Disputes:

This Agreement shall be governed by and construed in accordance with the laws of [insert governing law].

Any controversy or dispute arising out of or in connection with the Agreement shall be submitted to the exclusive jurisdiction of the competent court at the defendant Party’s seat.

or

Any controversy or dispute arising out of or in connection with the Agreement shall exclusively be settled by binding arbitration in accordance with the rules of the [insert arbitration rules] in effect at the time of the dispute. Place of arbitration shall be [insert place]. The Parties agree to abide by any award rendered in such arbitration.\*

*\* For instance, if either or both Parties are located outside the European Union*

Term and Termination:

This Agreement shall commence on the Effective Date and shall continue until terminated by [enter date here]. Either Party may terminate this Agreement immediately upon written notice if the other Party breaches any material term or condition of this Agreement.

## Other technical and Security Provisions:

Application Interfaces:

If the collaboration cannot be conducted on-site, the Parties will work together to provide appropriate interfaces and remote access to the research infrastructure. Both Parties agree to cooperate and communicate regularly to ensure that the research infrastructure is used efficiently and effectively.

Security:

To ensure the safety and protection of individuals involved in the collaboration, both Parties agree to provide the necessary security measures when sharing research infrastructure. The Parties will conduct a thorough risk assessment of the facilities and equipment involved in the collaboration and implement appropriate safety protocols to minimize the risk of injury or harm to any individuals. The Parties also agree to provide necessary training and supervision to those who will be using the research infrastructure to ensure that they are aware of the safety protocols and can operate the equipment safely. In the event of any safety concerns, the Parties will work together to address and resolve them promptly

Training:

The Parties agree to comply with all applicable laws, regulations, and ethical guidelines related to the use of research infrastructure. The Parties also agree to provide training to their respective staff as necessary to ensure compliance with such laws, regulations, and guidelines.

Visibility of Funding and Parties:

Each Party shall acknowledge the other Party's contribution, be it through on-site collaboration, giving access to equipment, or any other kind of contribution, in any publications or other public disclosures related to the collaboration. Each Party acknowledges the contribution of the funding agencies whose efforts contributed to the collaboration, in any publications or other public disclosures related to the collaboration.