

## COLLABORATION AGREEMENT

The **Joint Research Centre of the European Commission**, located at Rue du Champ de Mars 21, 1049 Brussels, Belgium, represented for the purpose of signing this Agreement by Vladimir Šucha, Director-General of the Joint Research Centre, duly entitled to sign,

(hereinafter referred to as '**the JRC**'),

**and**

**Aristotle University of Thessaloniki, University Campus, 54124 Thessaloniki, Greece**, represented for the purpose of signing this Agreement by Prof. Pericles A. Mitkas, Rector, duly entitled to sign,

**and**

**Faculty of Engineering, Aristotle University of Thessaloniki**, with the registered address at **Deanship of the Faculty of Engineering, Building A (Edron Building), 1<sup>st</sup> floor, University Campus, 54124 Thessaloniki, Greece**, represented for the purpose of signing this agreement by Konstantinos L. Katsifarakis, Dean of the Faculty of Engineering, duly entitled to sign,

(hereinafter referred to as '**AUTH**').

Hereinafter referred to individually as '**the Party**' or collectively as '**the Parties**'.

## **PREAMBLE**

### **WHEREAS:**

Aristotle University of Thessaloniki is a Higher Education Academic Institution, with teaching and research activities in most scientific fields. Its Faculty of Engineering, in particular, covers the fields of energy efficiency, renewable energy, sustainable transport and future mobility, and road transport pollutant and greenhouse gas emissions abatement, through most of its 7 Schools, namely Civil Engineering, Architecture, Rural and Surveying Engineering, Mechanical Engineering, Electrical Engineering, Chemical Engineering, and Spatial Planning & Development Engineering Schools.

As the science and knowledge service of the European Commission, the Joint Research Centre's mission is to support EU policies with independent evidence throughout the whole policy cycle.

Through its Directorate C of Energy, Transport and Climate in Petten, Ispra, and Seville, the JRC conducts research in the field of energy efficiency and renewable energy, sustainable transport and future mobility, and road transport pollutant and greenhouse gas emissions abatement.

Through joint efforts of AUTH and the JRC, new approaches can be identified and developed in the areas of: transport systems and impacts to the environment, energy efficiency and renewables, cooperative connected and automated mobility, vehicle connectivity, security, and anti-tampering, thus working to the mutual benefit of both organisations in the achievement of their objectives.

The Parties have expressed their mutual desire to co-operate in the above-mentioned areas and are for that purpose signing this Collaboration Agreement.

### **THE PARTIES HAVE AGREED AS FOLLOWS:**

#### **ARTICLE 1 – OBJECTIVES OF THIS COLLABORATION AGREEMENT**

**1.1** The general objective of this Collaboration Agreement is to contribute more effectively to understanding and resolving scientific issues in the field of Engineering and in particular in the following research areas:

- Transport systems and impacts to the environment
- Energy efficiency and renewables
- Cooperative, Connected and Automated Mobility
- Vehicle connectivity, security, and anti-tampering,

and to ensure that discoveries, inventions and creations generated under this Collaboration Agreement are utilized in ways most likely to benefit the public.

- 1.2** This Collaboration Agreement will, in particular, have the following objectives:
- a) To obtain the scientific data and know-how needed to support research in the previously mentioned areas.
  - b) To improve the co-ordination and effectiveness of co-operation efforts between AUTH and the JRC.
  - c) To deepen the understanding of the scientific, economic and social issues relating to upcoming developments and disruptions in the areas of transportation, fuels, and renewable energy sources.
- 1.3** In order to fully achieve the objectives of this Collaboration Agreement, the Parties will take the following actions:
- a) Joint identification of scientific and research issues of common interest to be investigated and the development of innovative and cost-effective approaches. The fields of collaboration may include:
    - development of simulation models regarding energy efficiency and pollutant emissions of road vehicles and other transport modes;
    - data sharing regarding emission factors, pollutant emission inventories, fuels and road vehicle fleets;
    - exchange of know-how and possible co-development of emissions projections models;
    - common research activities in the field of connected and autonomous vehicles;
    - research in the area of renewable energy sources and alternative fuels;
    - research on the effect of built environment upon the fate and transport of air pollutants
  - b) Initiate and maintain a dialogue on the areas of collaboration with an orientation towards Information and Knowledge management, exploring possibilities for developing research projects of mutual interest.
  - c) Joint participation in the execution of personnel development and establishment of training programs.
  - d) Set-up of joint experimental activities in the identified areas of interest.
  - e) Exchange appropriate scientific and technological information, for example, through conducting occasional seminars and workshops.
  - f) Support the training of scientists, engineers and technical experts, for example, through the exchange of personnel.
  - g) Harmonise established analytical procedures and promote these methods to end-users internationally.
  - h) Work jointly to develop initiatives for obtaining, financing and implementing the research projects of mutual interest.
  - i) Participate in the execution of on-going programs, projects and related activities of mutual interest to the Parties.
  - j) Identify any other action that they deem appropriate to achieve the objectives of this Collaboration Agreement.

- 1.4 In case of joint projects in accordance with Article 1.3, the Parties may, prior to commencing a project and on a case-by-case basis, conclude a specific written agreement (hereinafter referred to as '**the specific agreement**') detailing the specifics of the joint project and which shall in particular cover any necessary technical and legal (including the responsibilities of each Party and intellectual property rights) aspects.
- 1.5 The duration of the specific agreement may exceed the duration of this Collaboration Agreement with a maximum of six months provided that the execution of tasks under the specific agreement has started during the duration of the Collaboration Agreement. All provisions of this Collaboration Agreement shall be applicable mutatis mutandis to the specific agreement, unless derogated by specific provisions according to Article 1.6 of this Collaboration Agreement.
- 1.6 If case of conflict between the provisions of the specific agreement and this Collaboration Agreement, the provisions of the Collaboration Agreement will prevail unless the conflicting provision in the specific agreement is introduced by the phrase "*By derogation from the Collaboration agreement ...*" in which case that provision of the specific agreement prevails over the Collaboration Agreement. However, the Parties may not derogate from the following Articles of this Collaboration Agreement: 1.5, 1.6, 2, 3, 7, 11 and 12.

## ARTICLE 2 – RESPONSIBILITIES OF PARTIES

- 2.1 Each Party will be responsible for its personnel in relation to activities undertaken pursuant to this Collaboration Agreement or the specific agreement. For the purposes of this Collaboration Agreement and the specific agreement, '**personnel**' shall mean all persons associated with one Party, including (i) employees, (ii) guest researchers, (iii) persons under contracts similar to employment contracts and (iv) any other persons whose actions can be reasonably attributed to that Party.
- 2.2 When it is necessary for personnel from one Party to participate for brief periods in carrying out activities implemented by the other Party in accordance with the provisions of Article 1.3, the Parties shall conclude a separate agreement (following the specimen under Annex A) as regards the invitation of their personnel to perform work at the other Party's facilities. The agreement shall regulate their mutual rights and obligations, the conditions of co-operation to be provided by the personnel, and the terms under which the Parties authorise their respective personnel to participate. Invited personnel shall comply with the rules and working conditions of the host Party. Invitation of persons not directly associated with one Party, for example, persons associated with subcontractors, is not permitted.
- 2.3 The host Party will assist, as much as possible, in meeting the personal and professional needs of the visitor, including access to institutional facilities within the context of the regulations in force at the host site.
- 2.4 For the purpose of the implementation of this Collaboration agreement and the specific agreement, each Party shall put in place policy that assigns to the Party all rights in any intellectual property generated by the Party's personnel (or – in case of subcontracting – by the subcontractor or its personnel), so that the Party can efficiently assert ownership as required under Article 8 of this Collaboration Agreement. If the foregoing is not possible

under the applicable law, the policy must ensure that the Party acquires other legal title to the intellectual property as close as possible to ownership; in that case, other provisions of this Collaboration Agreement shall be interpreted in a way to accommodate the changed legal title to the intellectual property. Upon a specific request of the other Party, the Party concerned shall provide in writing clarifications of its policy to assert the ownership or other legal title to the intellectual property.

### ARTICLE 3 – LIABILITY

- 3.1 Any loss, damage or injury of non-nuclear origin suffered by one Party in connection with the performance of this Collaboration Agreement or the specific agreement shall be borne exclusively by it. If the loss, damage or injury is caused by a person invited by one Party, as described in Article 2.2, the sending Party will be liable for it.
- 3.2 Each Party shall be exclusively liable for any loss, damage or injury of non-nuclear origin caused by its personnel to third parties, arising out of the performance of this Collaboration Agreement or the specific agreement.
- 3.3 Each Party shall indemnify the other Party for all liability in respect of any action for damages brought by third parties and caused by their respective personnel in the course of the performance of this Collaboration Agreement or the specific agreement.
- 3.4 Any liability for loss, damage or injury of nuclear origin will be determined by the legislation of the state in which the installation, which is at the origin of the loss, damage or injury, is located.

### ARTICLE 4 – STEERING COMMITTEE

- 4.1 The Parties shall establish a Steering Committee to co-ordinate the research work. The Steering Committee shall meet at least once a year to evaluate past activities, develop detailed plans for future co-operative projects, and discuss any matter concerning the implementation of this Collaboration Agreement. To this end, each Party shall designate one person to serve as its co-ordinator with responsibility for the respective planning. The co-ordinators may nominate other suitable persons to represent them or to attend meetings. The meetings are prepared by the co-ordinators.
- 4.2 The co-ordinator for the JRC shall be Georgios Fontaras, JRC/C.4, Via E. Fermi 2479, TP-230, 21027 Ispra (VA), Italy; email: [georgios.fontaras@ec.europa.eu](mailto:georgios.fontaras@ec.europa.eu).  
  
The co-ordinator for AUTH shall be Leonidas Ntziachristos, Associate Professor, Department of Mechanical Engineering, POB 483, GR-54124, Thessaloniki, Greece; email: [leon@auth.gr](mailto:leon@auth.gr).
- 4.3 All notifications and correspondence under this Collaboration Agreement or the specific agreement shall be sent to the co-ordinators.

- 4.4 The Parties shall communicate to each other in writing any changes with regard to the above-mentioned co-ordinators.

## ARTICLE 5 – PROGRESS OF THE WORK, MEETINGS

- 5.1 The Parties shall maintain the right to check on the spot the progress of the work forming the subject matter of this Collaboration Agreement or the specific agreement and to make any observation or suggestion, which they may deem appropriate.
- 5.2 Each Party shall draw up and make available to the other Party any documents necessary to establish the progress of the work forming the subject matter of this Collaboration Agreement or the specific agreement.
- 5.3 The Parties shall attend any meeting convened by mutual agreement in order to establish the state of progress of work already completed and, where appropriate, to change the subsequent course of the work in the light of the results achieved.

## ARTICLE 6 – REPORTS

The Parties shall consult each other to establish together the following reports for each joint project undertaken under this Collaboration Agreement or the specific agreement. In the absence of agreement thereon, each Party shall draw up separate reports.

a) **Interim reports**

These reports shall describe, in respect of each period specified in the specific agreement:

- the work carried out,
- the results obtained during that period,
- the work programme planned for the subsequent period.

b) **Final report**

This report shall:

- describe in detail the whole of the work and research carried out,
- describe in detail the results obtained in performance of this Collaboration Agreement,
- contain a summary of the principal work carried out and results obtained.

## ARTICLE 7 – FUNDS

- 7.1 All activities conducted pursuant to this Collaboration Agreement or the specific agreement shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party.

7.2 Each Party shall bear the cost of any expenditure it incurs relating to the performance of its tasks under this Collaboration Agreement or the specific agreement. There will be no transfer of money between the Parties in connection with this Collaboration Agreement or the specific agreement.

## **ARTICLE 8 – PROTECTION OF THE RESULTS OF THE COOPERATION**

- 8.1 Intellectual Property (IP), and all rights pertaining thereto, created in and for the performance of this Collaboration Agreement shall belong to the Party whose Personnel created it. The owning Party shall have the right to use, exploit, assign or dispose of such IP at its own will and discretion, unless otherwise provided for in this Collaboration Agreement.
- 8.2 Upon termination or expiry of this Collaboration Agreement, Parties shall send each other a declaration including the list of IP which they have created in and for the performance of this Collaboration Agreement. Parties agree to grant each other rights of access and use for such IP on non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purposes only.
- 8.3 Parties shall put in place appropriate means to ensure their ownership of or rights in such IP to the extent necessary for the exercise of their duties and obligations under this Collaboration Agreement, subject to the maximum achievable extent under the applicable law.
- 8.4 In case the owning Party decides to waive or abandon its rights in such IP, or decides not to protect such IP, whether patentable or not, it undertakes to inform the other Party of its decision. The other Party may decide to pursue the protection of such IP by itself, in its own name and through its own means. For this end, Parties undertake to sign an Assignment Agreement particular to the IP concerned.
- 8.5 In case the IP created in and for the performance of this Collaboration Agreement cannot be clearly or reasonably separated between the Parties, or if the Parties have mutually contributed to the creation of the IP, or if it is evident that the IP created by the Parties have merged to such an extent that different parts cannot exist independently of the other, then such shall be considered as a jointly-owned IP.
- 8.6 Neither Party can dispose of, license, assign, or transfer such jointly-owned IP to third-parties without the prior written consent of the other Party in the absence of a particular joint-ownership agreement. Following the coming into existence of a jointly-owned IP, the Parties undertake to conclude a particular Joint-Ownership Agreement to govern the terms and conditions pertaining to rights, duties and obligations of the Parties concerning the jointly-owned IP.
- 8.7 In case the collaboration performed under this Collaboration Agreement leads to the creation of results in the form of scientific, technical or academic publications, conference proceedings, reports, and similar written work authored through the involvement of the Personnel of both Parties, the Parties undertake to respect each other's rights, moral or economic, and to duly acknowledge and reference the authors and contributors.

- 8.8** Neither Party can publish, disseminate, make publicly available, or disclose to a third party any result of the cooperation without prior written consent of the other Party on the manner, timing and contents of such disclosure. Consent for the foregoing may not be unreasonably withheld. Any breach of this provision shall be considered not only a breach of this Article but also a breach of confidentiality.
- 8.9** The provisions of this Article shall remain valid and legally enforceable for a period of five years from the date of termination or expiry of this Collaboration Agreement. After the five-year period, the provisions of this Article shall remain valid and legally enforceable for as long as a valid intellectual property right protects the results of the cooperation or if the period has been extended by a separate agreement.

## **ARTICLE 9 – CONFIDENTIALITY**

- 9.1** The Parties undertake to keep confidential any information, documentation, data, reports referred to in Article 6, or any other material communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on activities under this Collaboration Agreement) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation applies also to information communicated orally when such information shall be kept confidential, for instance in the context of information exchange through seminars and workshops.
- 9.2** Confidentiality of information exchanged orally or in writing in connection with this Collaboration Agreement shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.

## **ARTICLE 10 – SUBCONTRACTS**

- 10.1** Each Party can subcontract in whole or in part its activities under this Collaboration Agreement or the specific agreement only with a written consent of the other Party, which consent may not be unreasonably withheld.
- 10.2** The subcontracting Party shall remain bound by its obligations to the other Party, who shall retain its rights under the Collaboration Agreement or the specific agreement, as if there were no subcontracting. The Party subcontracting the research work shall ensure the assignment of rights, the entire ownership of results, generated and owned by the subcontractor to the contracting Party, including appropriate contractual provisions accordingly.



## **ARTICLE 11 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- 11.1** This Collaboration Agreement and the Specific Agreement shall be governed by the law of the European Union, complemented, where necessary, by the substantive law of Italy.
- 11.2** Parties shall seek to settle any dispute, controversy or claim arising out of or in connection with this Collaboration Agreement through amicable negotiations. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing.
- 11.3** If the Parties fail to settle their differences through amicable negotiations, each Party may initiate proceedings before a court of competent jurisdiction. The competent court should be the court of the defendant. For the JRC the competent court is always the General Court of Justice of the European Union in Luxembourg.
- 11.4** By way of derogation from Article 11.3, if the Parties fail to settle their differences in matters related to Intellectual Property Rights under this Collaboration Agreement through amicable negotiations, each Party may request to submit the dispute to mediation in accordance with WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be the English language.
- 11.5** If, and to the extent that, any such dispute has not been settled pursuant to the mediation referred to in Article 11.4 within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon. The difference shall be decided in accordance with the law of the European Union, complemented by the substantive law of Italy.

## **ARTICLE 12 – ENTRY INTO FORCE AND DURATION**

- 12.1** This Collaboration Agreement shall enter into force on the date of its signature by the last Party and is concluded for a period of three years from said date. This Collaboration Agreement may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 12.2** Either Party may terminate this Collaboration Agreement at any time upon three months prior written notice to the other Party giving justified reasons for doing so. This shall inter alia be the case where research programmes and budget allocations are no longer compatible with the continuation of the working relationship, procedure or work programme.
- 12.3** The Parties shall evaluate the implementation of this Collaboration Agreement after it has been in force for 18 months. On the basis of this evaluation, the Parties may make modifications for the purpose of better fulfilling the objectives of this Collaboration Agreement.

## ARTICLE 13 – MISCELLANEOUS AND ANNEXES

- 13.1** All provisions of this Collaboration Agreement apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of this Collaboration Agreement in cases where the other Party acts according to its obligations resulting from the applicable law.
- 13.2** Any personal data included in or relating to this Collaboration Agreement, including its implementation shall be processed by the JRC in accordance with Regulation (EU) 2018/1725. Such data shall be processed by the controller for the purposes of complying with the administrative and legal procedures relevant for the implementation, management and monitoring of this Agreement; (i.e. the establishment and management of its execution, including drafting, approving and ensuring legal execution of the Agreement and compliance with ancillary legal obligations).

The controller is the Unit for Legal Affairs of JRC.

Any person whose personal data are processed by the controller for the purposes stated above in relation to this Agreement has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should any person whose personal data are processed in relation to this Agreement have any queries concerning the processing of their personal data, they may address a request to the controller. The data subject may also address a request to the Data Protection Officer of the Commission. Data subjects have the right to lodge a complaint at any time with the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice included as Annex B to the present Collaboration Agreement.

- 13.3** The following annex shall form an integral part of this Collaboration Agreement:

Annex A: Agreement regarding the invitation of personnel (and its annexes)

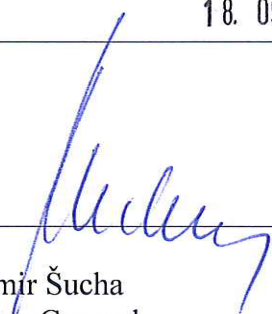
Annex B: Data protection notice on processing of personal data by the Unit for Legal Affairs of JRC for contractual purposes

Signed in two originals in the English language.

**The Joint Research Centre of the European Commission**

Done in Brussels on 18. 09. 2019

Signature: \_\_\_\_\_

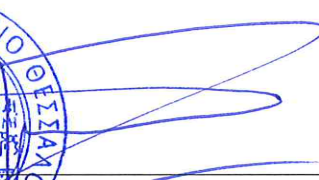
  
Vladimir Šucha  
Director-General  
Joint Research Centre

**For the Aristotle University of Thessaloniki**


Done in Thessaloniki on \_\_\_\_\_

Signature: \_\_\_\_\_



  
Professor Pericles A. Mitkas  
Rector

Signature: \_\_\_\_\_

  
Professor Konstantinos L. Katsifarakis  
Dean of the Faculty of Engineering