

Partnership Agreement "University Partnership Greece 2020"

**Partnership Agreement**

Between the following parties

1. Fulda University of Applied Sciences, represented by the President, Leipzigerstraße 123, 36037, Germany, executive agent:

Prof. Dr. Stamatia Devetzi, Professor of Social Security Law, Head of the course of studies for the LL.M. Social Law and Social Economy

- hereinafter referred to as "Partner 1" -

2. Aristotle University of Thessaloniki, represented by the Rector, Thessaloniki 541 24, Greece, executive agent:

Prof. Dr. Angelos Stergiou, Chair of Social Security Law

- hereinafter referred to as "Partner 2" -

will be used for the joint implementation of the cooperation project

**University Partnership Greece 2020 with the working title  
"Social Security Coordination and Migration"**

- hereinafter referred to as "Cooperation Project" -

The following is agreed:

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## **Preamble**

The Cooperation Project is a joint work cooperation between the research Partners with the aim of working on longer-term issues in the field of social security law across institutions. The Partners agree to cooperate within the framework of the Cooperation Project in accordance with the following provisions.

### **1. Subject of the Agreement**

The subject of the Agreement is the cooperation in the implementation of the Cooperation Project funded by the German Academic Exchange Service (DAAD), Kennedyalle 50, 53175 Bonn, Germany (funding authority; hereinafter referred to as DAAD).

### **2. Implementation of the Project**

- 2.1. The Partners undertake to carry out coordinated areas of responsibility and subtasks.  
The nature and extent of the coordinated cooperation shall be determined by the project description and work programme, including any updates, which shall be attached to this Agreement.
- 2.2. The Partners inform each other within the framework of the (partial) tasks to be carried out by the Parties individually or jointly through
  - a) comprehensive communication of the results of the work achieved and the progress of the work,
  - b) exchange of interim and final reports,
  - c) exchange of information in joint working meetings,
  - d) general exchange of information at project level.
- 2.3. The Partners will entrust the execution of work for the subtasks described in their applications to the DAAD to professionally qualified staff to an extent that the deadlines specified there can be met.
- 2.4. If deadlines cannot be met, the other Partner must be informed immediately. Together, the partners then inform the DAAD.
- 2.5. Contact for the Partner 1. is Mrs. Prof. Dr. Stamatia Devetzi. The contact person for the Partner 2 is Mr. Prof. Dr. Angelos Stergiou.

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- 2.6. The Partners will send a member of staff to the necessary working meetings and make every effort to ensure that the objectives, procedures, agreements, etc. agreed upon there in scientific terms are adhered to.
- 2.7. In all other respects, each partner is responsible for carrying out its own tasks.

### **3. Inventions / Industrial Property Rights**

- 3.1. Inventions, including the rights thereto, in which exclusively employees of a Partner are involved, belong to this partner.
- 3.2. Inventions, including the rights thereto, in which employees of several Partners are involved, belong jointly to these partners in proportion to their shares in the invention. The Parties will agree on the respective invention shares, application (including lead management in the individual case), maintenance, defence, cost bearing as well as the use of joint inventions. The Partners will reach a separate agreement on the details, whereby they already now agree on the basic obligation to provide adequate financial compensation at market conditions.
- 3.3. If a Partner waives the application and/or the maintenance of an industrial property right to which it is entitled pursuant to Section 3.1 or an industrial property right share to which it is entitled pursuant to Section 3.2, it shall offer the industrial property right or its share therein or the application thereto to the other Partner for transfer to them at their costs; the Partners shall enter into a separate agreement on the details of the transfer in each individual case at normal market conditions.
- 3.4. Employee inventor remunerations becoming due are paid by the applying Partner to the inventors in accordance with the statutory provisions in the amount prescribed by law in each case.
- 3.5. Each Partner acknowledges that acts of use do not confer any right of prior use with respect to the information and items obtained from the other Partner.

### **4. Rights of Use**

- 4.1. The results of the work, including the rights to them, in which exclusively employees of a Partner are involved, belong to this Partner.
- 4.2. For the purposes and duration of the Cooperation Project, the Partners grant each other a non-exclusive, non-transferable, royalty-free right of use to the work results, including inventions, resulting from the implementation of the Cooperation Project. A right of use extending beyond the duration of the cooperation project or granted for

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other purposes requires a separate agreement, which is granted at reasonable market conditions, taking into account the contributions made within the framework of the cooperation.

- 4.3. Section 4.2 shall apply mutatis mutandis to project-related work results available to the Parties at the start of the Cooperation Project and available to the Partners at the time the rights of use are granted.

## **5. Funding**

- 5.1. The Partner 1. is responsible for the financing of the project in accordance with the provisions of the grant agreement between the DAAD and the Fulda University of Applied Sciences.
- 5.2. The funds required for all cooperation Parties are called up by the University of Applied Sciences Fulda via the DAAD's online portal six weeks before the due date.

## **6. Other Cooperation**

- 6.1. Where a Partner cooperates with a third party in the work of the cooperation project, it shall ensure that the other Partner have at least the same rights to the results of the third Partner as they would have had if the results had been produced by the Partner itself.
- 6.2. If a Partner wishes to award a contract to carry out its work within the framework of the cooperation project, it shall be responsible for this and shall in particular ensure that the contractor treats information entrusted to it confidentially in accordance with the obligations of the commissioning partner under this agreement, in particular in accordance with Sections 7.1 - 7.4.

## **7. Confidentiality / Publications**

- 7.1. The Partners will treat all information received from the other Partner, which is clearly marked as "confidential" or whose confidential character is clearly recognisable from the circumstances, as confidential to third parties five years after completion of the cooperation project, unless otherwise required by the DAAD's Funding Terms and Conditions.
- 7.2. The information made available by another Partner, e.g. in the form of documents, documentations, data carriers and objects, shall be treated carefully and, in particular, shall be stored until it is returned, taking into account the obligation to treat it confidentially in accordance with Section 7.1, and shall only be used in accordance

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with the provisions of this Agreement and, in particular, shall not be the subject of applications for industrial property rights. A return or complete destruction shall take place upon termination of this Agreement or upon the withdrawal of a Partner at the request of the Partner providing the information.

- 7.3. The obligations under Sections 7.1 and 7.2 shall not apply to such information which can be proven to
- be common knowledge through publications or the like or
  - become common knowledge through no fault of the receiving Partner or
  - be provided to the receiving Partner by a third Partner without any obligation of confidentiality or
  - be demonstrably known to the receiving Partner prior to communications by another Partner
- 7.4. The Partners will also take the usual and reasonable measures with regard to their employees with regard to the confidentiality of the information in accordance with these regulations.
- 7.5. Notwithstanding the aforementioned obligations, each Partner shall be entitled to disclose the project-related information to the extent necessary to comply with the requirements of an authority, applicable law or regulation, provided that the receiving Partner first notifies the notifying Partner of such requirements and its intention to disclose the information, in order to provide the notifying Partner with reasonable opportunity to take appropriate protective measures. The confidentiality agreement shall also not apply if and to the extent that industrial property rights are applied for within the scope of the project and published in accordance with the respective regulations for such industrial property rights.
- 7.6. The research and teaching activities of the project Parties remain unaffected by this contract.
- 7.7. Each Partner can publish its own work results. The Cooperation Project must be referred to in the form regulated by the DAAD. There is an obligation to inform the other Partner of the publication in advance. The partners will ensure that publication does not jeopardize the registration of industrial property rights. Publications containing confidential information of the other Partner require the prior written consent of the partner concerned. This may not be unreasonably denied. A rejection must be justified so that a revision is possible. If the other Partner does not submit

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their comments within four weeks of submission of the planned publication, consent shall be deemed to have been given.

- 7.8. Insofar as Bachelor's, Master's or doctoral theses are affected by the work in the project, the Partners shall take due account of the legal obligations and legitimate interests of the students and doctoral candidates in accordance with Section 7 of this Agreement.

## **8. Term of the Partnership Agreement**

- 8.1. This agreement shall take effect upon signature by the Parties at the beginning of the term of the Cooperation Project in accordance with the grant agreement and shall expire upon acceptance by the DAAD of the joint final report, unless the Agreement has been terminated before or otherwise.
- 8.2. Each Partner is entitled to terminate this Agreement for good cause. An important reason is in particular the non-fulfilment, the essential restriction, the cessation or reduction of support by the Partner 1., the withdrawal of the Partner 1. or the fact that the results show that the aim of the cooperation project cannot be achieved or can only be achieved with disproportionate effort. The Partner must be notified of the termination in writing. The Partner 1. informs the DAAD immediately of the decision. The terminating Partner prepares a final report and returns the documents, documentation, data carriers and objects received from the other Partner.
- 8.3. If a Partner withdraws from the Cooperation Project, the obligations of the other Partner towards him/her in accordance with section 2 of this contract end with his/her withdrawal. However, the withdrawing Partner remains obliged to the Partner with regard to earlier work in accordance with sections 2, 3, 4 and 6 of this Agreement.
- 8.4. Information which the terminating Partner has received from the other Partner, shall continue to be treated confidentially in accordance with the provisions in Section 7. The obligation of the Partner who has not terminated the agreement, under Sections 3, 4 and 6 of this Agreement towards the withdrawing Partner, shall apply only to the results achieved before the latter withdrew from the Cooperation Project and to intellectual property rights applied for before the same Partner withdrew from the Cooperation Project.
- 8.5. The obligations of the Partner who has not terminated the agreement pursuant to Section 7 of this Agreement, shall continue to apply to the withdrawing Partner.

## **9. Warranty / Liability**



- 9.1. The Partners will carry out the work undertaken by them within the framework of the Cooperation Project properly and to the best of their knowledge, taking into account the state of the art in science and technology; this state of the art must be determined by means of up-to-date information research. The Partners do not guarantee that the results they produce as a result of this cooperation do not infringe any industrial property rights. However, as soon as a Partner becomes aware of such intellectual property rights, it will inform the other Partner accordingly.
- 9.2. Claims of the Partners against each other for compensation of damages are excluded unless they are caused by wilful intent or gross negligence. Compensation for consequential damages (e.g. loss of profit) is excluded. Excluded from the limitation of liability are damages resulting from injury to life, limb or health.
- 9.3. The Partners do not assume any liability for the performance under this Agreement for defects or other breaches of duty, in particular for technical and/or commercial applicability and usability of the results achieved under this Agreement.
- 9.4. Within the framework of the cooperation, the Partners will carry out the dissemination of information with the care customary in their own affairs. The Partners are not liable for the correctness and completeness of the information provided by them within the framework of this Agreement or for any damage whatsoever resulting from the use of this information, either during the period of cooperation or after the end of the Agreement. The provisions of sections 9.1 and 9.2 shall remain unaffected by this.

## **10. Effectiveness of the Partnership Agreement**

This agreement replaces all arrangements made orally or in writing between the partners regarding the Cooperation Project prior to its signing.

## **11. Final Provisions**

- 11.1. This Agreement does not establish a corporate relationship between the Partners.  
Neither Partner shall be entitled to assume obligations with effect for the other Partner without the latter's prior express written consent.
- 11.2. Amendments and supplements to this agreement including the Annex shall require the written form and the written consent of all Partners. The DAAD will be notified immediately of any changes and additions.
- 11.3. Any differences of opinion arising from this Agreement, including those that arise after termination, shall be settled amicably by the partners involved.



- 11.4. German law applies exclusively. The Partners agree that the place of jurisdiction for this Agreement shall be Fulda.
- 11.5. Should any provision of this Agreement be or become ineffective, the validity of the remaining provisions shall not be affected. In such a case, the Partners shall endeavour to replace the ineffective provision with an effective one which will correspond to the meaning and purpose of the ineffective provision. The same shall apply in the event of a lacuna.
- 11.6. The project description with timetable (see Annex) forms an integral part of this Agreement.

Annex: Project Description with Timetable (A1)



University of Applied Sciences Fulda

Fulda, the 11/20/2019

Hochschule Fulda   
University of Applied Sciences

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*S. Devetzi*


The President

Prof. Dr. Stamatia Devetzi

**Aristotle University of Thessaloniki**

Thessaloniki, the *November 21, 2019*

  
Prof. Dr. Nikolaos G. Papaioannou (Rector)

  
Prof. Dr. Angelos Stergiou