

## Cooperation Agreement

between

**Karlsruhe Institute of Technology**

Kaiserstraße 12, 76131 Karlsruhe, Germany


- hereinafter referred to as "KIT" –

and

**Aristotle University of Thessaloniki**

University Campus, 54124 Thessaloniki, Greece

- hereinafter referred to as "AUTH" –

- hereinafter referred to as "Partner" or "Partners"-.  


## **Article 1 – Subject of the Agreement**

The subject of the present Agreement shall be the cooperation of the Partners under the joint project "KIT-AUTH Partnerschaft für interdisziplinäre Forschung und nachhaltige Innovation in Klima, Umwelt und Energie für Gesellschaft und Wissenschaft" funded by the German Academic Exchange Service (DAAD).

For the joint project, the Partners have applied for funding by the DAAD.

The Partners agree to cooperate under this joint project according to the provisions outlined below.

## **Article 2 – Execution of the Work**

2.1 The Partners shall be obliged to execute inter-coordinated partial tasks. The type and scope of the cooperation shall result from the grant notices as amended and the work plan, inclusive of its updated versions, enclosed in **Annex 1** as well as from the project description and utilization plan (**Annex 2**).

2.2 The Partners shall inform each other regularly and extensively in particular by communication of the individual work results and work progress, by the exchange of intermediate and final reports, as well as by the exchange of information at work sessions and joint project meetings.

2.3 Each Partner shall appoint a contact person responsible for his work (with address, phone number, fax number, and e-mail address).

2.4 In case it turns out during the work that deadlines cannot be observed, the project coordinator shall be informed immediately. The project coordinator shall then inform the Partners affected.

2.5 The project shall be coordinated by Dr. Andreas Schenk, Institute of Photogrammetry and Remote Sensing (IPF) at KIT. Counterpart on behalf of AUTH will be Prof. Nicolas Moussiopoulos, Laboratory of Heat Transfer and Environmental Engineering (LHTEE). In particular, the coordinator shall have the task to coordinate the work of the individual Partners in terms of contents and time. Furthermore, the coordinator, after consulting the counterpart, shall prepare the work sessions required for the execution of the work plan, issue the respective invitations with an appropriate

period of notice and the agenda being enclosed, chair the work sessions, and be responsible for drafting and distributing the minutes. Representatives of all Partners shall take part in the sessions.

2.6 As for the rest, each Partner shall be responsible to the DAAD for the execution of the research and development work taken over by him.

### **Article 3 – Non-contractual Intellectual Property**

3.1 Non-contractual intellectual property shall be all **project-relating findings** of the company section/institute **involved in the project** existing at the respective Partner **at the beginning** of this Agreement, in particular, know-how, inventions, property rights, copyrights, and computer programs.

3.2 Each Partner shall remain the owner of his non-contractual intellectual property as well as of the non-contractual intellectual property (protected and unprotected) developed outside of this project (hereinafter referred to as non-contractual intellectual property).

3.3 Each Partner shall grant to the other Partners a cost-free, non-exclusive, non-transferable, and non-sublicensable right of use of his non-contractual intellectual property, which shall be limited to the duration and purposes of the **project**, provided that this is required for the execution of the **project** and does not conflict with any rights of third Partners.

3.4 For purposes outside of and upon the termination of this Agreement, each Partner shall agree to grant to every other Partner a non-exclusive right of use of his non-contractual intellectual property at conditions customary on the market, provided that this is required for the use of his own work results and the Partner can freely dispose of this right at the time it is granted. Prior to use, the Partners shall agree on the details in a separate agreement in writing.

3.5 The Partners shall inform each other about conflicting rights of third parties, as soon as they obtain knowledge thereof.

## **Article 4 – Work Results, Property Rights, Rights of Use**

4.1 Work results shall be all results, inclusive of the reports and documents drafted, which are developed by the Partners during the execution of their work under the joint project, in particular know-how, inventions, property rights, copyrights, and computer programs.

4.2 Work results developed by staff members of one Partner exclusively shall become the property of this Partner.

4.3 Work results developed by staff members of several Partners shall become joint property of these Partners. The Partners shall agree on the registration, maintenance, or defense of patents as well as on the sharing of costs and exploitation of joint inventions, with the external costs of patent applications, processing, and maintenance being shared equally by all Partners involved in principle.

Prior to use in each individual case, the details shall be agreed upon in a separate agreement by the Partners at conditions customary on the market.

As long as no such separate agreement has been concluded, the Partners involved in the respective invention shall have the right to use the invention and to grant non-exclusive, non-transferable, and temporarily and spatially unlimited licenses to third parties. Copyrights shall be subject to an analog proceeding.

4.4 Each Partner shall inform the other Partners about inventions resulting from the execution of this Agreement within a period of one month upon the application for a property right.

4.5 If one Partner refrains from filing an application and/or maintaining his property right or a share in an intellectual property right to which he is entitled according to Article 4.3, he will offer this intellectual property right or his share in it or the respective application for assignment to the other Partners at conditions customary on the market. The details of assignment shall be agreed upon by the Partners in a separate agreement. In case of joint inventions, the offer shall be made to the other Partners involved in the joint invention first.

4.6 Each Partner shall pay for himself the employee invention compensations due to his staff members, unless the property right is assigned according to Article 4.5.

4.7 Each Partner acknowledges that acts of use of information and objects received from the other Partners shall not constitute a right of prior use according to Article 12 of the German Patent Act (PatG).

4.8 The Partners shall grant to each other a non-exclusive, non-transferable, and cost-free right of use of the work results obtained from the execution of the joint project for the purposes and term of the joint project exclusively.

4.9 For purposes outside and upon termination of this Agreement, each Partner shall agree to grant to any other Partner at the latter's request rights of use of the work results obtained from the execution of this Agreement at conditions customary on the market, provided that this is necessary for use of the own work results by the respective Partner and provided that this request is made within a period of one year upon the end of the project. Details shall be agreed upon separately by the Partners in writing at an appropriate time prior to use.

4.10 Irrespective hereof, all Partners and their employees shall be granted a non-exclusive, non-transferable, sub-licensable, cost-free, and temporarily and spatially unlimited right of use of the work results for non-commercial purposes of research and education.

#### **Article 5 – Funding**

Each Partner shall bear for himself the costs resulting from the execution of this Agreement by using the DAAD grant.

#### **Article 6 – Other Cooperation/External R&D Services**

6.1 If one Partner cooperates with a third party under this Agreement, he shall ensure that the other Partners are granted at least the same rights in the results of this

third party as those they would have, if the results would have been developed by the Partner himself.

6.2 Prior to awarding contracts on R&D work under this Agreement, the other Partners shall be informed in writing about this planned awarding of contracts. Article 6.1 shall apply accordingly to results of R&D contracts.

6.3 In case a Partner wishes to award a contract for the execution of his work under this Agreement, he shall be responsible for this and ensure in particular that any information confided to the contractor will be treated confidentially by the latter according to Article 7.

### **Article 7 – Confidentiality, Publication**

7.1 Unless other requirements are made in the grant notices of the DAAD, each Partner shall not disclose to third parties any information and objects received from the other Partners and designated confidential for a period of up to three years upon the termination of or withdrawal from this Agreement.

7.2 The obligation of confidentiality according to Article 7.1 shall not apply to such information or objects for which it can be proved that they

- belong to the public domain through publications or the like;
- fall into the public domain without the fault of the receiving Partner;
- were disclosed to a Partner by a third party without the obligation of confidentiality;
- had already been known to the receiving Partner prior to the disclosure by one Partner;
- have been developed by staff of the receiving Partner, who had no access to the information disclosed;
- have to be disclosed as a result of a legal obligation, court order, or order of an authority.

7.3 The Partners shall take the usual and reasonable measures to make their employees keep such information and objects confidential according to the present provisions.

7.4 Each Partner shall have the right to publish his own work results. When doing so, appropriate reference shall be made to the joint project. The Partners shall be obliged to inform the other Partners in advance of the intended publication.

7.5 Publications containing confidential information of other Partners shall require the prior approval of the respective Partner which must not be unreasonably refused. In case the respective Partner does not object to the publication submitted to him within a period of four weeks upon receipt, this approval shall be deemed to have been granted.

Approval shall not be required, if a Partner, in fulfilling his legal obligation to publish research results, publishes basic scientific statements or knowledge only, which do not represent any business secrets of the respective Partner.

In case of doctoral or post-doctoral lecture qualification projects, the Partner having the right of approval shall observe the legal obligations and justified interests of the doctoral student or post-doctoral lecture qualification candidate and of the Partner supervising the student or candidate. This shall not affect the obligation of each Partner to report and publish to the DAAD.

## **Article 8 – Duration, Termination**

8.1 Subject to funding by the DAAD, this Agreement shall enter into force retroactively upon signing by all Partners at the beginning of the grant period specified in the funding notice and shall end after the funding organization has accepted the joint final report, unless the Agreement was terminated before or in another way.

8.2 The Partners shall have the right to terminate this Agreement for an important reason only. An important reason shall be the suspension or reduction of funding for one Partner or several Partners, the withdrawal of one Partner from the Agreement, or the situation that the results show that the objective of the joint project cannot be

reached at all or with an unreasonable expenditure only. Termination of this Agreement shall be communicated in writing to the Project Management Agency and the coordinator.

8.3 The terminating Partner shall set up a final report and return at request any documents, documentations, data carriers, and objects received from the other Partners. The agreement of the remaining Partners shall not be affected by the withdrawal of the terminating Partner. In case of a termination by one Partner, further proceeding and in particular the transfer of tasks that still remain to be fulfilled from the withdrawing Partner to other Partners shall be agreed upon with the Project Management Agency.

8.4 In case a Partner leaves the joint project, the obligation of the remaining Partners to him according to Article 2 of this Agreement shall expire. As regards earlier work, however, the leaving Partner shall remain obliged to the other Partners according to Articles 2 – 9 and 11 of this Agreement. The obligation of the remaining Partners to a leaving Partner according to Articles 3 and 4 of this Agreement shall apply to results developed and to property rights applied for prior to the withdrawal of this Partner exclusively. The obligation of the remaining Partners to the leaving Partner according to Article 7 of this Agreement shall continue to be valid.

### **Article 9 – Liability**

9.1 The Partners shall properly perform, to the best of their knowledge and taking into account the current state of the art, all work assumed by them under the joint project. The Partners shall not assume any warranty for a concrete research and development result being achieved, for the work results being suited for commercial exploitation and/or technical application, and for the absence of rights of third parties. As soon as such property rights become known to one Partner, however, he shall inform the other Partners accordingly.

9.2 The Partners shall mutually waive any claims for damage resulting from the performance of this Agreement, except in case of intent or gross negligence. In case of gross negligence, liability for consequential damage shall be excluded.



Contrary to Article 426 of the Civil Code (BGB), the Partners agree that they shall only be liable according to their shares in the fault in case of claims of third parties and shall be obliged to indemnify the other Partners from any further claims.

9.3 The exclusions and limitations of liability shall not apply to claims according to the Product Liability Act (Produkthaftungsgesetz) based on fraudulent behavior or claims based on the liability for guaranteed characteristics and for the injury of life, body, or health.

### **Article 10 – Acceptance of other Partners**

In case the DAAD intends to grant funding under the joint project to other companies or research institutions, these shall have the right to join this Agreement based on an additional agreement to be concluded in the individual case.

### **Article 11 – Concluding Provisions**

11.1 Should a provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions of this Agreement or the Agreement as a whole. The said provision shall be replaced retroactively by a new legally valid provision, the result of which shall reflect as much as possible the invalid provision which it will replace.

11.2 Any modifications and amendments of this Agreement shall be in writing to be effective. This requirement of written form shall be waived in writing only.

11.3 Neither the coordinator nor the Partners shall have the right to make legally binding declarations with effect for other Partners or for the Partners together or to enter obligations without these Partners' prior express approval in writing.

11.4 Rights, except for property rights or shares in them, and obligations arising from this Agreement shall not be assignable without the prior approval in writing by the other Partners.

11.5 The present Agreement shall replace any and all oral or written agreements made by the Partners with respect to the joint project prior to signing this Agreement.

11.6 The Partners shall try to settle amicably all disputes arising from this Agreement. In case an amicable agreement cannot be achieved, first the Project Management Agency and then the DAAD shall be asked to settle such dispute. As for the rest, the legal venue shall be Karlsruhe. German law shall apply.

11.7 The rights of the DAAD and the obligations of the Partners to the DAAD according to the grant notices shall remain unaffected by this Agreement and shall take precedence in case of doubt.

11.8 The following annexes shall be parts of this Agreement:

- Annex 1: Work plan
- Annex 2: Project description and utilization plan

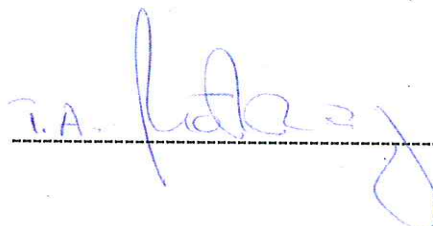
**Karlsruhe Institute of Technology**

Karlsruhe, 4.2.20



---

**Julia-Aline Groh**  
Head of Legal Affairs




---

**Marlen Möhring**  
Legal Affairs

**Aristotle University of Thessaloniki**

Thessaloniki, 7.2.2020



---

**Prof. Konstantinos Katsifarakis**  
Dean of the Faculty of Engineering

---