

Univerzita Karlova	19100
Vytvořeno:	Číslo:
Č.j.: U	VAV
Č.dop.:	Země:
Listů: Příloh: 0	
Druh: písemné	

Cooperation Agreement

between

Johann Wolfgang Goethe-Universität Frankfurt am Main,

represented by the president
Theodor-W.-Adorno-Platz 1, 60323 Frankfurt am Main,
Academic responsibility: Dr. Ewa Palenga-Möllenberg
Faculty of Social Sciences
Theodor-W.-Adorno-Platz 6, 60323 Frankfurt am Main, Germany

- hereinafter referred to as **GU** or **Project Coordinator** -

and

Charles University, Prague, Czech Republic

represented by the dean,
Ovocný trh 560/5, Prague 1, 116 36, Czech Republic,
Faculty of Humanities, Charles University
Pátkova 2137/5, 182 00 Prague 8
Academic responsibility: PhDr. Petra Ezzeddine,

- hereinafter referred to as **CU** –

and

Centre for Social Sciences, Budapest, Ungarn

represented by Dr. Zsolt Boda,
1097 Budapest, Tóth Kálmán str.4.,
Academic responsibility: Dr. Dóra Gábrriel,

- hereinafter referred to as **CSS**

and

Universitatea Babeș-Bolyai, Cluj-Napoca, Rumänien

represented by Rector, Prof. Univ. Dr. Daniel David,
Str. M. Kogalniceanu 1, 400084 Cluj-Napoca, Romania,
Academic responsibility: Dr. Neda Deneva-Faje and Dr. Mihaela Hărăguș,

- hereinafter referred to as **UBB**–

- GU, CU, CSS, UBB hereinafter jointly being referred to as **“Partner”** or **“Partners”**,

for the joint implementation of the project

“Researching the transnational organization of senior care, labor and mobility in Central and Eastern Europe (CareOrg)”

- hereinafter called **“Project”** -

the following is hereby agreed:

PREAMBLE:

CareOrg will investigate the intersections between Intra-EU mobility, care drain and care gain within and from CEE countries, foregrounding the meso level of organizing senior care work to offer lessons on how to develop sustainable and decent care work in and across Europe. Bringing together an interdisciplinary consortium of mid-career and junior scholars mainly located in the CEE region (CZ, SK, RO, HU, PL, UA) CareOrg is committed to academic capacity building and politically engaged research.

The research partners intend, by way of collaboration on the principle of division of labor, to deal with long term questions and issues at the pre-competitive level.

The Partners hereby agree to collaborate in accordance with the provisions set forth below.

1. Subject of the agreement

1.1. The subject of the agreement is cooperation in the implementation of the Project **“Researching the transnational organization of senior care, labor and mobility in Central and Eastern Europe (CareOrg)”**.

1.2. The assignments to be performed by each of the Partners and the time schedule are shown in the Project master plan, in particular in the overall work and time schedule, including all updates, which is attached to the present agreement as an **Appendix 1**.

2. Performance of the assignments

The Partners hereby undertake to perform assignments and part-assignments, these being harmonized with each other. The Partners shall share with each other all the information that is necessary for the implementation of the Project.

Each Partner undertakes its assignments in compliance with relevant legal provisions, official orders and safety and accident prevention regulations (also in operating instructions for devices). It undertakes to comply with rules and conventions that apply in certain areas of research (e.g., as well as the Declaration of Helsinki on the Planning and Implementation of Medical and Clinical Trials on Humans) or - such as rules guidelines for ensuring good scientific practice

- of the German Research Community or comparable regulations in the case of funding abroad, which apply there.

3. Coordination

- 3.1. Coordination of the Project shall be done by GU. The Project Coordinator shall be responsible in particular for coordinating the work of the individual Partners in terms of content and time. If there are deviations from the overall work and time schedule, he shall draw the Partners' attention thereto at the earliest possible time and propose measures for dealing with any difficulties that have arisen.
- 3.2. If deadlines cannot be met, the Project Coordinator must be informed thereof without delay.
- 3.3. Each Partner shall designate a contact person responsible for its work (stating name, address, phone and fax numbers, email address).

4. Rights to Work Products / Proprietary rights

- 4.1. "Intellectual Property" means intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above. The term "Work Product" is used for all the Intellectual Property achieved by the contract parties through the performance of their Project assignments. The Partners shall, where reasonable, file an application for proprietary rights for Work Products which are eligible for such rights. The term "Background" means any Intellectual Property owned or controlled by a Partner prior to or outside of the Project that is needed to implement the action or exploit the results and therefore is explicitly included to the Project by one Party.
- 4.2. Work Products in which exclusively the employees/researchers of one Partner are involved shall belong to said Partner.
- 4.3. Work Products in which the employees / researchers of more than one Partner are involved shall belong to these parties jointly. In the case of joint inventions, the Partners shall consult each other on the application for proprietary rights to joint inventions (including the lead management in individual cases) and the maintenance, defense and use thereof; the Partners shall conclude a separate agreement on the details, in particular the relevant payments, in each individual case.
- 4.4. The Partner which applies for proprietary rights for an invention which was developed by its employees shall inform the other Partners prior of such application.
- 4.5. If a Partner waives the application for and/or the maintenance of a proprietary right or the share of a proprietary right to which it is entitled under the provisions of subsection 4.3, it shall offer the proprietary right or its share thereof or the application therefore to the other Partners, for transfer to said other parties at the latter's expense; the Partners shall conclude a separate agreement on the details, in particular the relevant payments, in each individual case.

- 4.6. Each Partner shall be responsible for the payments required to be made to its employees for employee inventions, except in cases of transfer of rights as defined in subsection 4.5.
- 4.7. Each Partner accepts that acts of use of information and physical items obtained from the other Partners in the context of implementation of the Project do not constitute a right of prior use.
- 4.8. The Partners hereby grant each other, for the purposes and the duration of the Project, a non-exclusive and non-transferable right of use, free of charge to the Work Products and Background .

5. Financing

The Project will be financed according to the Grant provided by Volkswagen Stiftung and as detailed in the Forwarding Agreement concluded between the Parties and attached to this agreement as **Appendix 2**.

6. Other collaboration / Third-party R&D services

- 6.1. In cases when a Partner collaborates with a third party in the performance of Project assignments, said Partner must ensure that the other Partners acquire at least the same rights to the Work Products of the third party which they would have had if the Work Products had been generated by the said Partner itself.
Prior to the award of contracts for R&D assignments under the terms of the Project, the other Partners must be informed in writing about the intention to award a contract.
- 6.2. The Partner which awards a contract for the performance of its assignments under the terms of the Project shall be responsible for said performance and shall in particular be required to ensure that the relevant contractor fulfills the obligations regulated in Clause 7.

7. Non-disclosure / Publications

- 7.1. The Partners shall treat in strict confidence the information which is passed on to them by the other Partners under the terms of the present agreement and which is designated as confidential, during and also after termination of or exit from this agreement, and shall not disclose said information to third parties.
- 7.2. The obligations defined in subsection 7.1 shall not apply to information which demonstrably
 - is common knowledge due to publications and the like, or
 - has entered the public domain without the receiving Partner being to blame, or
 - has been supplied to a Partner by third parties without any commitment to confidentiality, or
 - was already known to the receiving Partner prior to being passed on by another Partner, or
 - is the product of work done by employees of the receiving Partner, without the employees concerned having had access to the information.

- 7.3. The Partners shall take the customary and reasonable measures in regard to their employees to ensure the confidentiality of the information in accordance with the present provisions.
- 7.4. Each Partner may publish its own Work Products. In doing so it must refer to the cooperation Project in appropriate form and comply with the further requirements as set forth in **Appendix 2** . Each Partner shall be obliged to give the other Partners advance notice of such publications.
- 7.5. Publications which contain information from other Partners that must be kept confidential shall be conditional on the prior written consent of the Partner affected in each particular case. No Partner may refuse its consent without good cause. Contracting parties shall not be required to obtain consent if, while fulfilling their obligation, under statute law or charters and articles of association, to publish the results of their research, they only publish what is basically scientific knowledge or statements which do not constitute any trade secrets of the Partner concerned.

8. Duration of the cooperation agreement

- 8.1. The present agreement shall come into force on 01.01.2023 and shall end after the performance of the assignments defined in the schedule of work, but not before Volkswagen Stiftung has accepted the final report. This shall not preclude a written prolongation of the agreement.
- 8.2. Each Partner shall be entitled to terminate the present agreement only for good cause. The Partner terminating the agreement shall prepare a final report and, on request, return the documentary materials, documentations, data carriers and physical items received from the other Partners. Good cause reason for GU shall in particular occur in case GU withdraws from the Forwarding Agreement.
- 8.3. Upon termination, the terminating Party withdraws from the Project. If so,
 - 8.3.1. the contract between the other Partners remains unaffected;
 - 8.3.2. it remains obliged to maintain confidentiality in accordance with Paragraph 7;
 - 8.3.3. section 9 continues to apply;
 - 8.3.4. the rights of use and use granted to the other Partners by this contract remain unaffected;
 - 8.3.5. the unfulfilled tasks of the leaving party can be taken over by one of the existing or a new contractual partner in agreement with the remaining Partners and the Volkswagen Stiftung.
 - 8.3.6. the obligations of the other Partners pursuant to Section 4 of this Contract shall apply to the leaving Partner only for work results achieved prior to termination.

9. Warranty / Liability

- 9.1. The Partners shall perform the assignments accepted under the terms of the Project properly and to the best of their knowledge, taking account of the current level of science and technology. The Partners accept no responsibility for ensuring that the Work Products generated by them on the basis of the present cooperation will be unencumbered with the proprietary rights of third parties. However, a Partner which gains knowledge of such rights shall inform the other Partners thereof without delay.

- 9.2. Claims by the Partners against each other for compensation for damage or loss shall be excluded, except when such claims are on grounds of premeditation or gross negligence. This shall also apply to indirect damage or loss. Liability for injury to persons shall be governed by the relevant provisions of statute law.
- 9.3. The Partners shall, in the context of the cooperation, effect the transmission of information with the care customary in the conduct of their own affairs. The Partners accept no responsibility, either during the term of the cooperation or after the ending of the agreement, for the correctness and completeness of the information transmitted by them under the terms of the present agreement or for damage or loss of whatever kind resulting from the exploitation of said information. This shall be without prejudice to the provisions of subsections 9.1 and 9.2.

10. Final provisions

- 9.1. Should any provision of the present agreement be or become invalid, this shall not affect the validity of the remaining provisions of the agreement. Instead, such provision shall be superseded with retroactive effect by a provision which is legally permissible and whose content is as close as possible to that of the original provision.
- 10.0. No Partner shall be entitled to accept commitments with effect for other Partners without their express prior written consent.
- 10.1. Alterations and additions to the present agreement must be in written form.
- 10.2. The Partners involved shall attempt to settle any differences of opinion arising between them from the present agreement on an amicable basis, including differences which may arise after the ending of the agreement. Should amicable settlement not be possible, the courts in Frankfurt am Main shall have jurisdiction.

Appendix 1: Overall Work and Time Schedule
Appendix 2: Forwarding Agreement

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Signature pages to follow

Johann Wolfgang Goethe-Universität, Frankfurt am Main

Frankfurt am Main, 06.12.2022

Signature

Frankfurt am Main, 06.12.2022

Signature

Charles University, Prague, Czech Republic

Prague, 13. 12 2022

Signature



Responsible Research Officer

Prague, 13. 12 2022

Signature



Centre for Social Sciences, Budapest, Ungarn

Budapest, 06 . Dec 2022

Signature

, Responsible Research Officer

Budapest, 06 . Dec 2022

Signature

Universitatea Babeş-Bolyai, Cluj-Napoca, Romania

Cluj-Napoca, 7. 12.2022

Signature

Responsible Research Officer

Cluj-Napoca, 22.11. 2022

Signature

