



**University of  
Zurich** <sup>UZH</sup>



**CHARLES  
UNIVERSITY**

Strategic Partnership Agreement

between the

**UNIVERSITY OF ZURICH**

and

**CHARLES UNIVERSITY**

dated December 19, 2017

# Strategic Partnership Agreement

This Strategic Partnership Agreement is concluded on December 19, 2017 (hereinafter referred to as "**Effective Date**")

## **BETWEEN:**

- (1) **UNIVERSITY OF ZURICH** (hereinafter referred to as "UZH") with registered office at: Rämistrasse 71, 8006 Zürich, Switzerland, represented by President Prof. Dr. Michael O. Hengartner and Prof. Dr. Christian Schwarzenegger.
- (2) **CHARLES UNIVERSITY** (hereinafter referred to as "CU") with registered office Ovocný trh 560/5, 116 36 Praha 1, Czech Republic (VAT No: CZ00216208, ID No: 00216208), represented by the Rector Prof. Tomáš Zima, MD., DSc.

(hereinafter jointly referred to as the "**Parties**" and singularly as a "**Party**".)

**IN LIGHT** of a long and fruitful cooperation, the University of Zurich and Charles University herewith agree to further broaden and intensify their partnership.

**WHEREAS** the Parties agree to promote exchange and joint research and development activities of mutual interest in accordance with their respective needs and objectives and in the spirit of a strategic partnership, and shall, by joint agreement, determine the areas and subjects of such collaboration, on the basis of the understanding set out in this Strategic Partnership Agreement (hereinafter referred to as "Agreement").

## **1 AREAS AND FORMS OF COOPERATION**

Principal areas of cooperation to be pursued under this Agreement shall include, but not be limited to:

- (a) the exchange of scientific, academic, and technical information and appropriate academic materials and other information of mutual interest for which each Party holds intellectual property rights;
- (b) the identification of opportunities for cooperation and joint research and development in disciplines of mutual interest;
- (c) the identification of and support for joint research proposals, in particular in the context of European Union funding schemes;
- (d) the identification of opportunities for the commercialisation of technology; and
- (e) the organisation and participation in joint academic and scientific activities such as seminars, conferences and workshops.

## **2 PARTNERSHIP COORDINATION**

Each Party shall appoint a Partnership Coordinator whose function is to consider and expand the partnership between both universities (encourage new cooperation, arrange work programs, coordinate meetings etc.) in cooperation with the respective administrative units. The Partnership will be coordinated by International Relations

Offices of Partner Universities. When a new Partnership Coordinator is appointed, all involved personnel must be informed as soon as possible. The validity of the contract is untouched by the change.

### **3 ARRANGEMENTS AND FUNDING**

- 3.1 To implement the collaborative activities envisaged under this Agreement, representatives of the Parties may meet periodically to review progress of the cooperation, negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Party without the other Party's consent in writing.
- 3.2 The financial arrangement relating to each collaborative activity will be in accordance with the specific project agreement and programme of cooperation covering each collaborative activity. The Parties agree that in the absence of any specific agreement to the contrary, all expenses, including but not limited to, salary, travel, living and allied costs relating to each collaborative activity shall be borne by the Party who incurs such expenses.
- 3.3 No agreement signed by personnel of either Party in an individual capacity shall serve to alter or amend the terms of this Agreement. In the event of a conflict between the terms of such other agreement and this Agreement, the terms of this Agreement shall prevail.

### **4 INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS**

- 4.1 The terms with respect to title to and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 3. Save as aforesaid, nothing in this Agreement shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.
- 4.2 All intellectual property held by a Party prior to entering into this Agreement or disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

### **5 PUBLICATION OF ARTICLES**

Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent.

## 6 AMENDMENTS

This Agreement may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

## 7 TERM OF AGREEMENT

- 7.1 This Agreement shall commence on the Effective Date and shall remain in force for a period of three years. Thereafter, it shall renew itself automatically for a successive period of one year unless either of the Parties notifies the other Party in writing of its desire to terminate it at least ten months before the expiry of its initial or the relevant extended period.
- 7.2 The termination of this Agreement shall not affect the implementation of the projects or programmes established under it prior to such termination which are subject to specific project agreements.
- 7.3 The Agreement is drawn up in two original copies in English, whereas each Party shall receive one copy.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be duly executed on the day and year first abovementioned.

For and on behalf of  
UNIVERSITY OF ZURICH

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Prof. Dr. Michael O. Hengartner  
President

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Prof. Dr. Christian Schwarzenegger  
Vice President for Law and Economics

For and on behalf of  
CHARLES UNIVERSITY

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Prof. Tomáš Zima, MD., DSc.  
Rector