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# AGREEMENT FOR THE CREATION OF THE EUT+ EUROPEAN GRADUATE RESEARCH SCHOOL

ENGLISH VERSION

Agreement for the creation of the EUt+ European Graduate Research School – v4





















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BETWEEN the following other partners:

**University of Technology of Troyes** (France), whose headquarters are located 12 rue Marie Curie - 10000 Troyes, France, represented by its Director, Mr Pierre KOCH,

Hochschule Darmstadt, Darmstadt University of Applied Sciences (Germany), whose headquarters are located at Haardtring 100, 64295 Darmstadt, represented by its President, Mr Ralph STENGLER,

**Rīgas Tehniskā universitāte, Riga Technical University** (Latvia) with its seat at Kaļķu iela 1, Rīga, 1658, represented by its Rector Leonīds RIBICKIS,

**Ollscoil Teicneolaíochta Bhaile Átha Cliath, Technological University Dublin (Ireland)**, whose registered office is at North Circular Road 191 Park House Grangegorman, Dublin D07 EWV4, represented by its President David FITZPATRICK,

**Технически университет София Technical University of Sofia** (Bulgaria) with seat at Kliment Ohridsky Bd 8, Sofia 1000, represented by its Rector Ivan KRALOV,

**Τεχνολογικό Πανεπιστήμιο Κύπρου, Cyprus University of Technology** (Cyprus) with its seat at Archbishop Kyprianos 31 Savings Cooperative Bank Building 3rd Floor, Lemesos 3036, represented by its Rector Panayiotis ZAPHIRIS,

Universidad Politécnica de Cartagena, Technical University of Cartagena (Spain), with registered office at Plaza del Cronista Isidoro Valverde, Edificio la Milagrosa, Cartagena 30202, represented by its Rector Beatriz MIGUEL HERNÁNDEZ,

Universitatea Tehnică din Cluj-Napoca, Technical University of Cluj-Napoca (Romania) with seat at Str Memorandumului 28, Cluj-Napoca 400114, represented by its Rector Vasile ȚOPA.

Hereinafter referred to as "the partners".

Where a provision applies indiscriminately to the "Coordinator" and the "Partners", in the context of this Agreement, they shall be collectively referred to as the "Partners".

The initiative or project "European University of Technology" is also referred to by its acronym "EUt+".

All the active partners for the development of the project are also called "the Alliance". FIRST OF ALL, THE FOLLOWING IS SET OUT:

Having regard to the second call for Erasmus+ "European Universities" projects, Having regard to the application file for this call for projects and its annexes, which the partners submitted on 26 February 2020,

















Having regard to Grant Agreement N°101004088 (Annex 2) signed by the partners and the European Commission on 16 October 2020,

In the event of a conflict between the terms of this agreement and the Grant Agreement, the terms of the Grant Agreement shall prevail.

HAVING STATED THIS, IT IS AGREED AND DETERMINED AS FOLLOWS:

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## Preamble

In November 2021 the partners of the European University of Technology (EUt+) Alliance have signed a Memorandum of Agreement for enabling the founding of EUt+ Research Institutes (ERI) and the related EUt+ European Graduate Research School (EGRS) and the supporting EUt+ Research Office (ERO). This memorandum forms an extension of this agreement that specifies more detail on the operation of the EUt+ European Graduate Research School.

- 1 Foundation of the EUt+ European Graduate Research School
- (1) The name of the office is EUt+ European Graduate Research School (EGRS).
- (2) All EUt+ partners are jointly creating the office.
- (3) Each partner university delegates one person, initially part time, to the EUt+ European Graduate Research School Office.
- (4) The delegates are employees of the partner university with expertise in doctoral regulations, doctoral studies and with responsibility for management of doctoral schools as well as master-by-research-programmes.
- (5) The office will report to the Steering Board Research and the Corporate Secretary.

#### 2 Purpose

- (1) The EGRS supports researchers in EUt+ and the EUt+ European Research Institutes as a European graduate school for the training and supervision of doctoral students and masters-by-research-students and the creation of joint European degrees in these areas.
- (2) The office complements and is embedded into the existing structures of partner universities.
- (3) It serves as a coordination and liaison hub between all EUt+ European Research Institutes (ERIs), the EUt+ European Research Office (ERO) and all partner universities and each partner's local administration.

## 3 Tasks

- (1) The EGRS shall be a contact point for researchers, doctoral or graduate schools of EUt+ and its postgraduate students in relation to doctoral training and masters-by-research programmes.
- (2) The graduate school provides support to existing structures of the partner universities.
- (3) For internal coordination the delegates will work together and may create committees as may be required in the course of working.
- (4) The main tasks to be fulfilled by the school are in the field of education and training of doctoral and masters-by-research students of EUt+. This includes in particular:
  - Development and implementation of a common EUt+ cotutelle agreement for doctoral students,
  - Inclusion of doctoral students in the Erasmus mobility scheme,
  - Training provision in cooperation with and for the ERIs in alignment with local graduate or doctoral schools,

















- Inclusion of jointly supervised PhDs outside the ERIs,
- Creation of a joint EUt+ PhD award,
- Support for existing masters-by-research programmes at the partner universities,
- Development of masters-by-research programmes in cooperation with the European Research Institutes,
- Development of a European degree for Master by Research in alignment with the European degree offered by EUt+.

## 4 Financing

- (1) Each partner university agrees to delegate at least one person, in the beginning in part time, as a personnel resource to the EUt+ European Graduate Research School. The time committed to the EGRS will be monitored by the Steering Board Research and will be adjusted in line with the level of activity.
- (2) For each delegate the partner university concerned will allocate funding for travel costs arising from attending EUt+ meetings and working meetings as well as for other training or related supporting seminars.
- (3) The office may propose the allocation of an operational budget. This will be assessed by the Steering Board Research.
- (4) If approved, the contributions to the operational budget shall be negotiated and agreed between the partner universities.
- (5) Subsequent operational budget allocations will be requested by the ERO on an annual basis and assessed and approved by the Steering Board Research.

## 5 Reporting

The graduate school shall annually report to the Steering Board Research and the Corporate Secretary about activities, and achievements of EUt+ in the field of research and its particular tasks.

## 6 Ending the EGRS

- (1) Ending the EUt+ European Graduate Research School requires either an application by the office itself to the Steering Board Research, or an agreement of the Steering Board Research.
- (2) The board of EUt+ may, in accordance with recommendations from the ERIs and the Steering Board Research, decide by mutual agreement to dissolve the graduate school if the circumstances change in such a way that the permanent and sustainable fulfilment of the tasks of the graduate school no longer appears reasonable or is no longer possible.
- (3) In the event of the closure of the EGRS, the remaining amounts of any established operational budget will return according to the quota of the contribution to the partner universities.
- (4) In the event of dissolution, obligations entered into for the future shall be borne proportionately by the partner universities on a pro rata basis. Failure to ensure the timely termination of all legal obligations, by any partner university will be considered a















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breach of its duties.

#### 7 Liability

The partner universities shall be liable to each other - irrespective of the legal basis - only for intentional and gross negligence. This also applies to their legal representatives and their vicarious agents. This limitation of liability does not apply to injury to life, body or health. Only the following shall be liable to third parties the partner university that caused the damage; it shall indemnify the other cooperation partners to the extent that the in this respect.

#### **Final provisions** 8

Amendments and supplements to this agreement must be made in writing. This also applies to the cancellation of this written form clause itself.

Regarding any differences of opinion arising from this agreement, including those that only arise after the termination of this agreement, the partners involved shall attempt to settle them amicably. If this does not succeed the presidents of the partner universities shall first be asked to reconcile their opinions.

In case of doubt about the interpretation of this agreement the parties involved shall seek a decision by the presidents of the partner universities to bring about a binding decision by the presidents of the partner universities.

#### Entry with effect 9

The agreement enters into force upon signature by all parties involved in the EUt+ European Graduate Research School.

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Hochschule Darmstadt Darmstadt University of Applied Sciences	Τεχνολογικό Πανεπιστήμιο Κύπρου Cyprus University of Technology
Prof. Dr. Ralph Stengler, President	Καθηγητής Παναγιώτης Ζαφείρης, Πρύτανης
Rīgas Tehniskā universitāte Riga Technical University	Universidad Politécnica de Cartagena Technical University of Cartagena
Leonids Ribickis, Rektors	Prof. Dra. Beatriz Miguel Hernández, Rectora
Ollscoil Teicneolaíochta Bhaile Átha Cliath Technological University Dublin	Universitatea Tehnică din Cluj-Napoca Technical University of Cluj-Napoca

Prof. David FitzPatrick, President

Prof. Dr. ing. Vasile Ţopa, Rector

Технически университет София Technical University of Sofia University of Technology of Troyes Université de technologie de Troyes

Иван Кралов, Ректор

Pierre Koch, Director















