

EUT⁺

AGREEMENT FOR THE CREATION OF THE EUT+ INNOVATION & TECHNOLOGY TRANSFER OFFICE

ENGLISH VERSION

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 EWW4, 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:

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+ European Research Institutes (ERI) and the related EUT+ European Graduate Research School and supporting EUT+ European Research Office. In addition to the offices described in that agreement the partners will establish the EUT+ European Innovation & Technology Transfer Office (EITTO) for supporting task “4.4 Organizing industrial contract research and technology transfer as well as creating an IP bureau” described in the EUT+ proposal.

1 Foundation of the office

- (1) The name of the office is EUT+ European Innovation & Technology Transfer Office (EITTO).
- (2) All EUT+ partners are jointly creating the office.
- (3) Each partner university delegates one person, initially part time, to the EUT+ European Innovation & Technology Transfer Office.
- (4) The delegates are employees of the partner university with expertise in technology transfer support.
- (5) The office will report to the Steering Board Research and the Corporate Secretary.

2 Purpose

- (1) The office supports the researchers in EUT+ and the EUT+ European Research Institutes (ERIs) as a European office.
- (2) The office complements and is embedded into the existing structures of partner universities.
- (3) It serve as a coordination and liaison hub between all ERIs, all partner universities and each partner’s local administration.

3 Tasks

- (1) The office shall be a contact point for all researchers of EUT+ in relation to European technology transfer and management of intellectual property rights.
- (2) For internal coordination the delegates will work together and may create committees as may be required in the course of working.
- (3) The main tasks to be fulfilled by the office are in the field of capacity building and administrative and technical support for the management of intellectual property in European funded projects. This includes in particular:
 - Development of an EUT+ IP policy,
 - Development of an EUT+ IP strategy,
 - Creating critical mass,
 - Fostering the relationships to industry from a local to the European level,
 - Development of EUT+ technology transfer and its mission,
 - Development of an EUT+ technology transfer strategy,
 - Development and promotion of common technological offers,
 - Support of EUT+ researchers with information and consulting.

4 Financing

- (1) The partner universities agree to delegate at least one person, initially in part time, as a personnel resource to the EUT+ European Innovation & Technology Transfer Office. The time committed to the ERO 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 to attended EUT+ meetings and working meetings, as well as providing the possibility to attend trainings 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

- (1) The office shall annually report to the Steering Board Research and the Corporate Secretary about activities and achievements of EUT+ in the field of technology transfer.
- (2) In addition, the office shall provide to the Steering Board Research an assessment of its own operational effectiveness in carrying out its tasks.

6 Ending the EITTO

- (1) Ending the EUT+ European Innovation & Technology Transfer Office 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 by the Steering Board Research, decide by mutual agreement to dissolve the office if the circumstances change in such a way that the permanent and sustainable fulfilment of the tasks of the institute no longer appears reasonable or is no longer possible.
- (3) In the event of the closure of the office, the remaining amounts of any established operational budget fall proportionately – 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, unless the respective university fails to do so in breach of its duties, or fails to ensure the timely termination of any legal obligations.

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.

8 Final provisions

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.

9 Entry with effect

The agreement enters into force upon signature by all parties involved in the European Innovation and Technology Transfer Office.

Hochschule Darmstadt
*Darmstadt University of Applied
Sciences*

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