

EUT⁺
AGREEMENT FOR THE CREATION OF THE EUT+
EUROPEAN RESEARCH INSTITUTE
[NAME]

ENGLISH VERSION
V5 – 20. JAN. 2022

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:

The application process includes the steps:

1. The Steering Board Research approved the application on [DATE].
2. The relevant decision making body of the partner universities involved confirmed their consent on [DATE].
3. The Rectors Board agreed on the application on [DATE].

The Governing Board of EUT+ approved on [DATE] in its [NUMBER] meeting on the foundation of the institute.

1. Preamble

In November 2021 the partners of the European University of Technology (EUT+) Alliance signed a Memorandum of Agreement to enable the founding of EUT+ European Research Institutes (ERIs). This memorandum forms an extension of this agreement that specifies more detail on the operation of an EUT+ European Research Institute.

This agreement constitutes the statutes of ERIs, established based on the procedures described herein. For its creation, an application and proposal for the ERI will be submitted to the Steering Board Research. This includes a description of planned activities with a justification of the motivation and the lines of research that covered by the institute, together with a list of researchers as founding core members, including their CVs and associated researchers as well as a strategy, institutional sustainability plan and a process guideline for conflict management. If satisfied, the Steering Board Research will then propose the foundation of the institute to the board of EUT+. The strategic plan will adhere to the general applicable policies of EUT+, e.g., IPR, publishing of research results and open science.

2. Foundation of the institute

- (1) The name of the EUT+ European Research Institute is [NAME].
- (2) For creating the institute [NUMBER] of the eight EUT+ partners are involved :
 - University of Technology of Troyes,
 - Darmstadt University of Applied Sciences,
 - Riga Technical University,
 - Technological University Dublin,
 - Technical University of Sofia,
 - Cyprus University of Technology,
 - Technical University of Cartagena,
 - Technical University of Cluj-Napoca.
- (3) The research of the institute is carried out locally by mutual consent according to the institute strategy.

3. Legal status and purpose

- (1) The institute acts as a platform for building research strengths of all partners.
- (2) The institute complements and is embedded into the existing structures of partner universities. Infrastructure and the institutes' human resources can be distributed and shared between the partner universities.
- (3) The institute is a legally non-independent entity.
- (4) The members are employed by their home institutions.
- (5) The institute's business year is the calendar year.
- (6) The institute is initially founded for five year as per this agreement, and may be continued after successful evaluation by the Steering Board Research as defined in paragraph 5.4 for a next period of five years or as seen fit according to the institute's strategy. In case a

European assessment body may come into existence during this period of time, it will be considered for evaluation.

- (7) For the initial founding period of five years the institute is embedded into the existing research and organisational structures of each partner university of EUT+.
- (8) Potential changes in the context of evolving European regulations concerning the structural design and the legal status of the institute together with possibly newly arising legal possibilities such as the usage of a common PIC number will be monitored and potentially brought to attention as seen required for adapting this agreement.

4. Aim and Tasks

- (1) The institute is a platform for bundling of research strengths in the field of [DESIGNATION].
- (2) Its purpose is to enable researchers to join forces and team up for joint research and technology transfer projects and applying for applicable third party funding.
- (3) It supports capacity building for its members and the implementation of best practices on the basis of sharing knowledge, resources and infrastructure. For this, the institute works together with the EUT+ European Research Office. It supports early stage career researchers within the institute and creates an institute research school with the focus onto the designated field of research to facilitate and foster dedicated training and mobility programmes. For the realisation and execution of these programmes, the institute works together with the EUT+ European Graduate Research School for coordinating the activities.
- (4) The institute supports students and researchers mobility and exchanges in cooperation with the EUT+ Common Erasmus Office and EUT+ European Graduate Research School.
- (5) The institute shall report annually to the Steering Board Research and the Corporate Secretary of EUT+ on the fulfilment of its tasks and objectives as per this agreement and its strategic plan (which is to be updated each year).

5. Membership

Institutional membership of a EUT+ partner university

- (1) The institute is jointly created by the EUT+ partners as described in paragraph 1 (2).
- (2) Any EUT+ partner who has previously not been part of the institute can apply to become an institutional member for providing the possibility for its researchers to join the institute as individual members.
- (3) An application is to be formally submitted to the institute academic lead for decision by the council as described in paragraph 5 (3).
- (4) Upon acceptance the academic lead of the institute will apply for consent of the Steering Board Research.
- (5) Through joining the institute the partner university facilitates the possibility for its laboratories or research institutes to formally submit an approved application for membership to the academic lead for approval and decision by the council. Moreover, individual researchers in the partner university will be able to make an individual application for membership of the institute.
- (6) End of membership can be applied for by application to the academic lead for decision

by the council, or by decision of the council as described in paragraph 12 (3). The Steering Board Research shall be informed accordingly.

Individual membership in an Institute

- (1) Researchers of the partner universities of EUT+ join activities in the topic field of the institute can apply for individual membership.
- (2) In case an existing laboratory or institute of one of the partner universities wishes to become part of the ERI as a whole with all its members, all these members may become individual members of the ERI. The decision for joining needs to be taken by this laboratory or institute according to its regulations.
- (3) A researcher can become a core member. This entails voting rights in the institute council, eligibility for election as the members of the institute council or institute and eligibility to receive funding from the institute.
- (4) Core members of the institute are the founding individual members as well as, upon application, other researchers of EUT+ who are conducting research in the institute's subject area.
- (5) Associated members of the institutes are individual members upon application who are core members of another ERI or from one of the EUT+ partner universities not involved in the institute and who are conducting research linked to the institute's subject area.
- (6) Double core membership, i.e., further core membership in another ERI is not permitted, whereas associated individual memberships by members of other ERIs or in other ERIs is possible.
- (7) Postgraduate students on master and doctoral level can apply for early stage career researcher membership for the duration of their studies with an EUT+ partner university of the institute. This entails institute council membership with a consultative vote role and eligibility to receive funding by the institute.
- (8) Membership application together with a motivation letter and a CV or request for end of membership can be formally submitted to the academic lead for approval by the council.
- (9) All members have the right and duty to participate in the achievement of the objectives as well as the fulfilment of the tasks of the institutes and to participate in its self-administration and governance as described in this agreement.
- (10) For the initial phase of the institute researchers may use their home affiliation together with the ERI affiliation for their publications.
- (11) Membership can end
 - by means of a written notice of resignation on the part of the core or associate member,
 - insofar as the prerequisite for membership, i.e. researcher or postgraduate student of a partner university, no longer applies,
 - by exclusion for good cause upon application of a member and resolution of the general assembly,
 - if a member does not participate in the Institute's reporting obligations for one year without good cause.

6. Boards and Committees

General Assembly

- (1) The individual members, i.e. core and associated members, form the general assembly. Associate members have no voting rights but may participate in an advisory capacity.
- (2) The ordinary general meeting shall be held at least once a year. An extraordinary General Assembly may be convened by the academic lead of the institute or the board of EUT+ if necessary and must be convened at the written request of at least one third of the voting members.
- (3) The invitation to the general assembly meeting shall be sent to the members at least two weeks before, stating the place, time and agenda. In the case of extraordinary general assembly meetings, the period shall be reduced to one week. The Steering Board Research shall be informed of the dates of the meetings.
- (4) The academic institute lead shall chair the general assembly.
- (5) At the general assembly meeting minutes shall be taken and signed by the academic lead. The minutes shall be made available to the members at the latest one week after the meeting. It shall be deemed approved if no objections are received after three weeks after announcement.
- (6) The general assembly has a quorum if at least half of the core members are present. Resolutions shall be passed by a simple majority of the core members present.
- (7) As an exception to the quorum required for decision are resolutions on the continuation of the institute and/or an amendment to the agreement, for which a two-thirds majority of all those entitled to vote is required.
- (8) Resolutions of the members outside a general assembly meeting may be adopted by majority vote by written circulation and/or by virtual voting as per the motion of the academic lead for a resolution and by setting a sensible deadline. A resolution shall be deemed to have been passed if more than half of all voting members of the institute have voted and a simple majority is reached.
- (9) The tasks of the general assembly shall include the following items:
 - Receipt of the annual activity report of the council,
 - Exoneration of the institute council,
 - Election of the institute council members,
 - Consultation on the strategic orientation and structural planning of the institute and the strategic and financial planning,
 - Approval on the exclusion of an individual member for good cause in accordance with this agreement,
 - Recommendation changes to the agreement to be proposed on to the Steering Board Research as defined in paragraph 5.4
 - Recommendation on the continuation or dissolution of the institute to be passed on to the Steering Board Research.

Institute Council

- (1) The institute council ensures the strategic management of the institute.
- (2) The council members and a related deputy for each member are elected by the general assembly for a term of five years, one for each of the institutes' partner universities. Re-

- election is possible.
- (3) The elected council members will be delegated by the partner universities involved in the institute.
 - (4) The council shall define and adopt its own terms of reference in accordance with the institute agreement and global EUT+ policies.
 - (5) The council shall meet at least once a semester and shall be convened by the academic lead. Virtual meetings and/or voting are permissible. Resolutions shall be passed by simple majority.
 - (6) The tasks of the institute council shall include in particular the following items:
 - The election of the spokesperson from among its members,
 - Preparation of the content of the general assembly,
 - Preparation of the content and implementation of resolutions of the general assembly,
 - Strategic development and annual updating of the research strategy based on the research topics of the members,
 - Development of an annual financing and institutional sustainability plan and its annual advancement,
 - Deciding on all fundamental matters of the including budgeting and allocation of resources and management of infrastructure;
 - Deciding on the admission or exclusion of members;
 - Development of a process guideline for conflict management based on the European Charter for Researchers and monitoring of compliance,
 - Coordination of the cooperation of the institute with other institutions of the EUT+ and with external partners,
 - Fulfilment of the annual reporting duties of the institute to the general assembly,
 - Reporting to the Steering Board Research as well as consultation with the board of EUT+ on questions of the strategic development of the institute or other questions of fundamental importance.
 - Cooperating with other ERI and units within EUT+.

Academic Lead of the Institute

- (1) The council members elect an academic lead as a speaker and a related deputy speaker as defined in the EUT+ memorandum of agreement on research from among themselves for a term of five years. Re-election is possible once.
- (2) The elected academic lead will be delegated by the partner universities involved in the institute.
- (3) The academic lead fulfils the function of a director for management and communication purposes and represents the institute in its academic affairs internally and externally.
- (4) The academic lead reports to the Steering Board Research, who in turn report to the board of EUT+.
- (5) In addition to performing the tasks of a member of the institute council, the tasks of the spokesperson include the following in particular:
 - Representation of the institute as per this agreement,
 - Convening and chairing the general meeting,

- Conclusion of agreements and coordination with the Steering Board Research and board of EUT+ based on the strategic and financial planning of the institute.
- (6) The council and the academic lead are supported for their daily work by a secretariat.
- (7) The tasks of the secretariat include the following in particular:
 - Administrative and coordinative support of the council and academic lead,
 - Management of financial and other resources in cooperation with the council and academic lead,
 - Coordination of reporting and evaluation according to this agreement,
 - Implementation and monitoring of resolutions, decisions and instructions of the council.

Steering Board Research

- (1) The steering board consists of two representants per partners: the Vice Presidents, Vice Rectors or Directors for Research.
- (2) The Steering Board Research receives the application for the institute and decides about the foundation or ending of the institute as outlined in this agreement.
- (3) It receives the reports of the academic lead of the institute.
- (4) It conducts the evaluation.
- (5) The Steering Board Research allocates resources to the institute.
- (6) The Steering Board Research informs the board of EUT+.
- (7) The Steering Board Research fulfills the function of an EUT+ intercouncil commission as described in the proposal of EUT+.

Institute Organisation

The overall structure and relations of the board and committees of the institute are shown in figure 1.

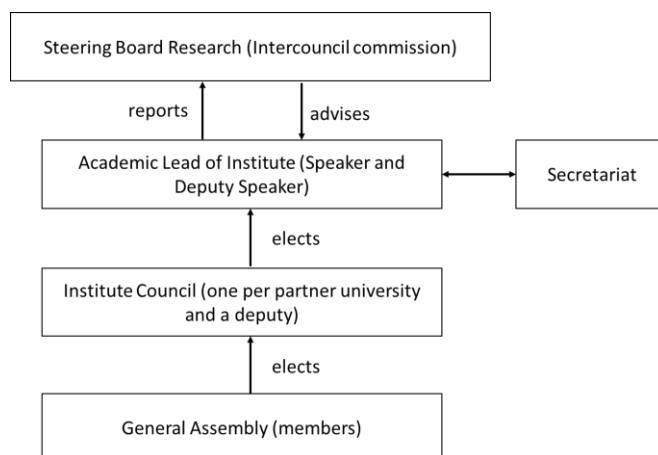


Figure 1: Organisational Structure of the Institute

7. Financing

- (1) The financing of the institute and allocation of resources shall be based on the strategy and institutional sustainability plan including the intended research outputs and financing planning.
- (2) To facilitate the business activities of the institute an annual operational budget shall be

- established by mutual agreement.
- (3) The administration of the funds and of personnel allocated to the institute shall be carried out by the council in accordance with the provisions of this agreement.
 - (4) All funds accruing to the institute shall be used exclusively to fulfil the tasks of the institute.
 - (5) Any loss of the institute shall be borne equally by the partner universities involved in the institute, or - once available - as per a superseding general applicable EUT+ policy of procedures.
 - (6) Neither the management of the centre, nor the advisory board or other persons entrusted by them may enter into payment obligations in the name of the institute which cannot be covered by the available funds.
 - (7) Taking on debts is not permitted.

Initial seed funding

- (1) Each partner university will allocate resources by providing infrastructure for use and at least one new or newly started PhD student stipend or funding and their environment (e.g. project costs such as consumables, conferences attendance etc.) per year for the first three, maximum four years. Furthermore, a post-doc position for the institute may be jointly funded by the partner universities involved in the institute for the first five years.
- (2) In addition, an operational budget for the institute shall be established and requested through the Steering Board Research to the partner universities. The respective amounts shall be negotiated and agreed between the founding partners before the foundation of the institute comes into effect.

Funding strategy

- (1) The financial sustainability of the institute shall be linked to the acquisition and achievement of competitive projects and external funding.
- (2) For this, an institute will develop a specific strategic plan including specific indicators. The indicators will be developed within EUT+ in a holistic manner.

8. Reporting and Evaluation

- (1) The institute shall annually report to the Steering Board Research about its activities and achievements.
- (2) The sustainability and viability of the institutes will be evaluated periodically based on the fulfilment of objectives related to the institute's own capacity to raise funds.
- (3) The evaluation shall be based on the indicators developed within EUT+ as described in paragraph 6.2.
- (4) The agreement itself will be regularly reviewed and amended as need may be.
- (5) The monitoring and verification of fulfilment of objectives will be done by the Steering Board Research.

9. Ending the institute

- (1) Ending an ERI requires an application by the council to the Steering Board Research or can be ended by the Steering Board Research or the board of EUT+ in mutual

agreement.

- (2) The board of EUT+ may, in accordance with the regulations of the institute, after the academic lead, the general assembly and the Steering Board Research, decide by mutual agreement to dissolve the institute 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 institutes or the withdrawal of a partner university, the remaining amounts fall proportionately - according to the quota of the contribution - to the participating or leaving universities or withdrawing universities.
- (4) In the event of dissolution, obligations entered into for the future shall be borne proportionately by the partner universities involved in the institute on a pro rata basis, unless the respective university fails to do so in breach of its duties, fails to ensure the timely termination of the legal obligations.

10. 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.

11. 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.

12. Entry with effect

The agreement enters into force upon signature by all parties involved in the institute.

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