Cooperation and Funding Agreement

between

Max-Planck-Gesellschaft

zur Förderung der Wissenschaften e.V.,

represented by

the Director of the

Max Planck Institute of / for [name],

Prof. Dr. [name],

(hereinafter referred to as the “MPI-XX”)

and

the **Hosting Institution**

represented by

[representative]

(hereinafter referred to as “XY”)

(hereinafter collectively referred to as “the Parties”)

on the cooperation and support of an

Independent XY-MPI Research Group

under the leadership of **[Group Leader]**

**PREAMBLE**

MPI-XX and XY have agreed to intensify their cooperation. A joint collaboration laboratory will be set up at XY in [location of hosting institution] in order to establish this cooperation. It will facilitate lively exchange between scientists from the two cooperating institutes.

In a bid to further intensify the cooperation, XY will set up an Independent Research Group in [location of hosting institution] which will work closely with the MPI-XX. The Research Group at XY will perform research at the [field of research] which is not represented by, but complementary to, research performed at MPI-XX. The Leader of the Group was selected by a mixed selection committee in [date of selection]. Dr. [GROUP LEADER] was identified as the Leader of the Research Group located at the XY to perform studies concerning [project title]. This field of research is not established at the MPI-XX or at any other institute of the Max-Planck-Gesellschaft. It is realized that this field of research, and tool development required to elucidate …. in the aforementioned research area, is important and ideally complementary to current research at the MPI-XX as well as several other Max-Planck-Institutes. The XY is ideally suited to provide an environment with experts in this field. The jointly established research group will therefore benefit most from being hosted by the XY, and co-operations with scientists of the MPI-XX which will greatly benefit from the tool development at the XY.

The establishment of the Group at XY is being undertaken in the express scientific interest of the MPI-XX. Linking the cooperation between
XY and MPI-XX with the establishment of the new group will bring significant scientific gains while keeping costs as low as possible by sharing the costs of the group in [country of hosting institution] in the manner that makes the most financial sense.

Legally and administratively, the Research Group at XY is an entity under [country of hosting institution] law, embedded in the administrative structure of XY.

The Research Group will be established for a limited term.

In view of the synergies that will result from the two complementary projects, MPI-XX will fund the independent XY Research Group with annual contributions.

The Parties hereby conclude the following Agreement to promote the scientific development of the Research Group of [Group Leader] in [location of hosting institution] and therefore the cooperation of the parties involved:

**ART. 1**

**SUBJECT MATTER OF AGREEMENT**

1.1 MPI-XX and XY are planning future collaboration within the framework of the Research Areas outlined in the Preamble, devoted to [project description]. Specifically, the Parties undertake to handle the defined scientific tasks to the best of their abilities and according to recognised scientific standards. No employee-employer relationship between the Parties is created as a result of this Agreement.

1.2 The Research Group in [location of hosting institution] partly funded by MPI-XX as further described in Art. 8 shall be set up for five years with the possibility of a two-year extension. The joint MPG-XY selection committee will decide on the extension of the Agreement as further described in Art. 9. The location of the Research Group is at the XY as it provides the necessary scientific environment to conduct the experiments required for elucidating the [project description] . XY agrees to provide the scientific and technical facilities and infrastructure for the Research Group as well as rooms and administrative services free of charge.

**ART. 2**

**TERMS OF REFERENCE**

* 1. The basis for this Agreement shall be the Research Programme (Appendix 1). The scientific objective as set out in Appendix 1 to this Agreement is intended to be achieved by means of the research work. The contributions to be made by the Parties are defined in Appendix 2.
	2. The Parties agree that the Research Programme shall be binding, but may be adapted from time to time depending on the speed of progress and the outcome of the studies. Any such adaptation shall be made, in whole or in part, only by an instrument in writing signed by all Parties hereto.
	3. The MPI-XX contact person is Prof. [name]. XY contact person is Dr. [Group Leader] as Leader of the Research Group.

**Art. 3**

**PRINCIPLES OF COLLABORATION**

* 1. The Parties shall endeavour to achieve the scientific objective as defined in Art. 2.1 by providing the agreed contributions to the best of their abilities, in particular the research work. Each Party will carry out its specific responsibilities based on its research profile.
	2. The Parties shall also share their developed experience, knowledge and know-how and keep each other continuously informed, in an appropriate manner, of the results of the research work covered by this Agreement.
	3. If and to the extent to that it shall be required for performance of the Research Programme, each Party shall provide the other Party's staff members involved in the Research Programme with access to their research infrastructure and scientific service facilities, on the same basis as such research infrastructure and scientific service facilities are made available to their own staff members.
	4. The Parties shall observe the principle of balance as regards mutual use of research infrastructure.
	5. Following completion of the research work, the Parties shall issue a written scientific and administrative final report. The Parties shall be entitled to use the content of the final report for internal purposes. The Parties shall ensure that preparation of the final report is not delayed unreasonably.
	6. The Parties will list their tangible and intangible contributions in an Appendix to this Agreement.

**Art. 4**

**CONFIDENTIALITY**

The Parties undertake to treat as confidential all documents marked as secret and other details made accessible bilaterally and to keep them secret from any third party. Such obligation of confidentiality shall survive termination of this Agreement but apply no longer than three years following completion of the project, unless the information has become common knowledge through publications issued by third parties or in another manner, or the respective party to the Agreement has explicitly consented to publication.

**ART. 5**

**PUBLICATIONS**

The work results achieved are intended for publication. In the case of scientific publications concerning the subject matter of the Agreement, the Parties shall take into account the interests of the other Party and provide the text of the intended publication to the other Party prior to publication, giving the other Party the opportunity to submit comments, such that any patent applications shall not be jeopardised by prior publications that are prejudicial to novelty, and secret know-how shall not be revealed. The Parties shall therefore not unduly delay or prevent the issue of a publication.

**ART. 6**

**RESULTS**

* 1. Results within the meaning of this Agreement are copyrightable inventions, qualified know-how pursuant to Commission Regulation (EC) no. 240/96 of 31.01.1996 and simple, non-copyrightable know-how.
	2. Any Results generated by staff members of MPI-XX shall accrue to MPI-XX. Any Results generated by XY shall accrue to XY. Jointly generated Results shall jointly accrue to MPI-XX on the one hand and XY on the other. Their share in the Result shall be determined in accordance with the significance of the respective inventive contribution to the joint Results. Neither Party to the Agreement may assign any of its shares in the jointly generated Result without the prior consent of the other Party.
	3. The Parties are entitled to use copyrightable inventions and parts of inventions covered by the Agreement in accordance with the regulations stipulated by the Employee Inventions Act. The Parties shall agree on the appropriate procedure for registering protective rights, particularly in the case of joint inventions.

**ART. 7**

**RIGHTS OF USE**

* 1. For the duration and purposes of the research project, the Parties shall grant each other non-exclusive, non-transferable, non-licensable, no-charge rights of use to the Results.
	2. For the duration and purposes of the research project, the Parties shall also grant each other, on request and provided they are legally permitted to do so, non-exclusive, non-licensable, non-transferable, no-charge rights of use to pre-existing protective rights.
	3. If a Party wishes to make use of Results and/or pre-existing protective rights over and above these limits, the Parties shall conclude a separate agreement on this.
	4. The Parties shall be entitled to use the Results at no charge and in an unrestricted manner for non-commercial scientific purposes (research and education).
	5. Should either Party wish to waive a protective right, it shall first offer such right to the other Party in return for a fee, while protecting the rights of the inventor; should the other Party accept the offered protective right, it shall have unrestricted ownership over such protective right.

**ART. 8**

**FUNDING**

8.1 The basic funding for the Research Group is provided by XY through [financial institution at the hosting country] with the objective of setting up the Research Group and for it to perform its research work on the project as defined under Art. 1 of this Agreement.

8.2 In the framework of the scientific cooperation and in view of the synergies that will result from the cooperation of the project, MPI-XX will fund the Research Group in [location of hosting institution] with contributions in the amount of € XX.XX annually, starting in XXX. Insofar as XY is not entitled to input tax reduction - VAT can be funded. These funds shall only be used by the Research Group headed by Dr. [Group Leader] and within the scientific interest of the MPI-XX. Details of the scientific interest of the Parties are laid down in the Research Programme (Appendix 1).

The MPI-XX funding shall cover:

a) travel costs

b) material costs and running lab costs

c) the purchase of minor scientific equipment for the Research Group’s work.

The budget of the Research Group may not be used towards salary increments or salaries of permanent staff. The Leader of the Research Group can dispose of the available funds as required and within the above-mentioned scope.

8.3 The salaries for the Leader of the Research Group and the academic and non-academic staff will be guaranteed by XY/[financial institution at the hosting country] and be commensurate with qualification and seniority. In addition, XY/[financial institution at the hosting country] provides lab and office space as well as the entire infrastructure necessary to conduct the proposed research.

8.4 XY is responsible for the social insurance for the Leader of the Research Group and other staff and for providing further assistance.

8.5 The contribution of the MPI-XX is made available upon request of the Leader of the Research Group in accordance with the conditions set forth in the Agreement. All upon request provided funding must be used by XY within three months.

8.6 All funds made available under this Agreement will be used in full for the purpose of this Agreement as well as effectively, efficiently and in an economical fashion. In particular XY will not charge any overhead costs.

8.7 No later than four months after the end of each calendar year, in which the funding purpose has not been completed or terminated, the Leader of the Research Group is required to provide a scientific report on the annual activities carried out in the previous year as well as a financial report including a list of all payments (date, payer, recipient of the payment, reason for payment, payment amount) made with the funding of MPI-XX in the previous year.

8.8 At the end of the funding period, the Leader of the Research Group is required to provide an overall comprehensive scientific and financial report on the activities carried out for the whole funding period which includes a list of all payments (date, payer, recipient of the payment, reason for payment, payment amount) made using funding of the MPI-XX by no later than six months after the end of the funding period.

8.9 The Leader of the Research Group shall send all reports to the Director of the Max Planck Institute of / for [name], Prof. Dr. [name], Germany, and the Director of the [hosting institution], [representative], to audit the reports.

8.10 An audit by the German General Accounting Office as well as by Max Planck Gesellschaft itself is permitted.

**ART. 9**

**SCIENTIFIC REPORTS, EVALUATION AND EXTENSION**

9.1 The Leader of Research Group will submit a scientific and financial report to MPI-XX as mentioned in Art. 8 (7) and (8).

9.2 The scientific advisory board of the XY will review the research of the Research Group on site. For this purpose the Leader of the Research Group will submit a comprehensive scientific and financial mid-term report to the XY. The will get a copy of these reports. The advisory board will report its findings on the research work of the Research Group and also comment on the use of funds. The board will make a recommendation on the possible extension of the Research Group by two years to [representative of the hosting institution] and [MPI-XX Director].

9.3 The advisory board report together with the scientific mid-term report of the Leader of the Research Group shall be addressed to the Vice-President of the Max Planck Gesellschaft and officially sent to him through the Director of XY with an accompanying letter from the Director. Copies of these documents shall be provided to MPI-XX.

**ART. 10**

**EQUIPMENT**

The items acquired with the financial contribution of the MPI-XX are the property of XY and shall be used for the purpose of this Agreement within its duration. The MPI-XXreserves the right to request that it be returned free of charge or to receive financial compensation if the Agreement is terminated early, the Partner Groupis dissolved and/or terminated in another manner, or the equipment is not used for the research of the Partner Group.

**ART. 11**

**TERM OF THE AGREEMENT**

11.1 The Agreement is concluded for five years and commences on [beginning date] and ends on [ending date].

11.2 Neither Party may terminate this Agreement prior to the end of the term except for good cause.

**ART. 12**

**DISPUTES**

Should differences arise in interpreting or fulfilling this Agreement, the Parties are obliged to attempt to settle the differences mutually out of court.

If the Parties fail to settle the differences, MPI-XX and XY are obliged to hand the matter to an arbitration board. MPI-XX and XY shall each nominate one member of this board. These two designated members then nominate a third arbitrator who is not from [country of hosting institution] or Germany, to function as chairperson. The arbitration board sets the regulations for the proceedings and makes decisions in accordance with international codes of practice.

**ART. 13**

**FINAL PROVISIONS**

13.1 The relationship between the Parties with respect to the subject matter of this Agreement is regulated in full by the text of this Agreement.

* 1. The Parties shall be liable to one another only with respect to wilful intent and gross negligence.
	2. The Parties assume that the arrangements made in this Agreement shall not lead to any tax burdens. Taxes in this contract shall have the meaning of taxes as understood according to Section 3 of the German Fiscal Code (Abgabenordnung).
	3. No termination, amendment and supplement, or cancellation of this Agreement shall be effective unless made in writing.
	4. If any provisions of the Agreement become invalid, the Parties shall be obliged to replace the invalid provisions with other valid provisions that are sufficiently close equivalents to the invalid provisions that it can reasonably be assumed that the Parties would also have entered into this Agreement with these provisions.
	5. If such provision cannot be found, the invalidity of one or more provisions of the Agreement shall not affect the validity of the Agreement as a whole, unless the invalid provisions are of such fundamental importance to the Agreement that it can reasonably be assumed that the Parties would not have entered into the Agreement without the invalid provisions.
	6. Appendices to the Agreement shall form an integral part of the Agreement.

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| [hosting institution], [location of hosting institution] Prof. Dr. [representative] Date | Max Planck Institute of/for [name], [location of MPI-XX]Prof. Dr. [name], DirectorDate: |

Annex 1: Research Program

Annex 2: Timetable for scientific plan

Annex 3: Financial plan

Annex 4: CV of Dr. [Group Leader]