**Agreement for Academic and Scientific Cooperation between**

**Delft University of Technology and (name university) ………………………………………………………..**

Delft University of Technology, located in Delft, represented by the President of the Executive Board, T.H.J.J. van der Hagen, pursuant to Article 9.2, subsection three of the Higher Education and Research Act, and in this instance by (RM or VPEO)[[1]](#footnote-1) of Delft University of Technology, hereinafter referred to as Delft University of Technology (TU Delft), address: Stevinweg 1, 2628 CN Delft, The Netherlands

and

(Name university) ....................................................................................................................................

represented by its President/Rector (name).............................................................................................

(Contact details university) ......................................................................................................................

Whereas, the participating parties believe that international understanding, the educational opportunities for their students, doctoral candidates and the professional opportunities for their academic staff, would be enhanced by an international academic and scientific cooperation agreement;

Whereas, the purpose of this Agreement is to establish a framework within which academic and scientific cooperation may develop between the two institutions. This Agreement shall be identified as the parent document of any specific Programme Agreement between the parties;

Now, therefore, the parties agree as follows:

SECTION 1: Types of Cooperation

Article 1.1 Objective.

The parties to this Agreement indicate their willingness to cooperate in the promotion of teaching and research activities. Under this Agreement, the types of cooperation may include one or more of the following subjects:

* reciprocal exchange of students,
* reciprocal exchange of doctoral candidates
* reciprocal exchange of staff and faculty,
* collaborative research projects,
* exchange of publications, reports and other academic information,
* collaborative professional development and
* other activities as mutually agreed.

Article 1.2 Specifics in Programme Agreement

Each type of cooperation shall proceed in a specific Programme Agreement identifying the governing conditions of that activity. The Programme Agreement shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties, and approved.

SECTION 2: General clauses

Article 2.1 Finance

The scope of the activities under this Agreement shall be determined by the funds regularly available at both institutions for the types of collaboration specified in the supplemental agreements, and by the amount of financial assistance obtained by either institution from external sources. Each institution shall be responsible for expenses incurred by its employees under this Agreement, except as may be stipulated in any supplemental agreement.

Article 2.2 Ownership of intellectual property

Ownership of intellectual property created by exchange staff and doctoral candidates as part of the project at the host institution will be governed by the host institution’s policy on ownership of intellectual property. Other Intellectual Property Rights (IPR) will be agreed case by case and be stated in writing in advance, in compliance with the rules of specific funding instruments and the requirements of key stakeholders, considering that background IPR remains the property of the contributing party and taking as a starting point that all foreground IPR shall be owned by the generating party.

Article 2.3 Confidential information

* With respect to all information disclosed to a party on a confidential basis by the other party in connection with the collaboration, each party undertakes that it will during a period of five (5) years treat this information as confidential and will not disclose this information to any third party without the prior written consent of the other party.
* This duty to confidentiality shall not apply to any information which a party can show:
  + was at the time of receipt published or otherwise generally available to the public,
  + has after receipt by the receiving party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving party,
  + was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure,
  + was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party,
  + was developed independently by the receiving party.

Article 2.4 Publication results

Parties are entitled to publish the results generated in the collaboration. Before such publication takes place, such party will submit the intended publication to the other party. Within one month after submission of the publication, the other party informs the party wishing to publish whether the intended publication conflicts with a major interest, which shall be stated in a detailed manner by the concerned party. Parties shall not obstruct any publication without very important reasons. If within one month no reaction from another party is received by the party wishing to publish, this party is entitled to publish.

Article 2.5 Liability

* No liability shall occur in respect of any damages and /or injury as a result of the execution of this agreement, caused by one of the parties hereto and /or persons in the employment of one of the parties hereto, students or any other persons working on the project or caused by the equipment used and inflicted on the other party and / or persons in the employment of one of the parties hereto or students or to equipment, except where caused by wilful acts or negligence.
* If one of the parties hereto applies or allows any third party to use or apply any results of the project, such party shall not hold the other party liable for damage resulting from such application and shall indemnify the other party from and against any claims of such third party.

SECTION 3: Commencement, Term, Renewal, Amendment and Termination

Article 3.1 Commencement

This Agreement shall become effective on the date of its signing by both parties, continue thereafter for five (5) years subject to revision or modification by mutual, written agreement and shall terminate automatically at the end of such period unless thirty (30) days prior to termination, either party provides written notice to the other institution of its intention to renew the Agreement for an additional five (5) year term.

Article 3.2 Amendments

Any amendment to this Agreement shall be made with acknowledgement in writing from both institutions.

Article 3.3 Termination

* Either party may terminate this Agreement at any time without penalty by giving the other institution at least ninety (90) days advance written notice of its intention to terminate.
* If one of the parties hereto fails to fulfil its obligations in accordance with this Agreement to such extent that such failure is irreparable or, if it is reparable, this failure is not repaired within sixty (60) days following the notification of the other party in which repair is requested, the other party shall have the right to terminate this Agreement without prejudice to the other rights of such other party.
* In the event of termination of this Agreement any doctoral candidate who has commenced at the date of termination may complete the research and Doctoral Education Programme.

Article 3.4 Dispute

If any dispute arises between the institutions they will in good faith attempt to negotiate a settlement.

Executed by Delft University of Technology and (name university) …………………………………………………………………………………………….. in duplicate copies, each of which shall be deemed an original.

|  |  |
| --- | --- |
| Delft University of Technology | (name university) |
| (name) | (name) |
| Date: | Date: |
| President/Rector/President VPEO | President/Rector |

1. RM (Rector Magnificus) if emphasis is on doctoral candidates/research; or VPEO (Vice President for Education & Operations) if emphasis is on students and education [↑](#footnote-ref-1)