**AGREEMENT OF COOPERATION**

**concluded between**

**University of Miskolc** (Institute of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)[[1]](#footnote-1)\*

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Name of Company/ Organization/University/Institution)[[2]](#footnote-2)\*\* – hereinafter referred to as Parties – under the following terms and conditions:

|  |  |
| --- | --- |
| Name: **University of Miskolc** | Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Reference Organization: **Faculty/Institute of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Head Office: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Address: **H-3515,  Miskolc-Egyetemváros, Hungary** | Address:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| VAT Number: **15308809-2-05** | VAT Number\*\*\*: -- |
| University Identification Number: **FI87515** | Company/Institute Registration Number\*\*\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Statistical Code: **15308809-8542-312-05** | Statistical Code\*\*\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Legal Representatives (name, title):  **Dr. András Torma,** rector  **Dr. Csaba Deák**, chancellor | Legal Representatives (name, title):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ARTICLE 1: PURPOSE OF RESEARCH COOPERATION**

The aim of this Agreement is to promote contract research between the Parties during the implementation of the project entitled *“Interdisciplinary research teams - Fostering international research activities along strategic priorities of the University of Miskolc” (Project No.: TÁMOP-4.2.2.D-15/1/KONV-2015-0017)*, and contribute to the advancement of long-term cooperation between the scientific community and the industry for the benefit of both.

**ARTICLE 2: AREAS OF RESEARCH COOPERATION**

Having considerable professional experience and recognizing common interests in the designed project activities and R&I targets, the Parties commit themselves to collaborate in the following fields:

* mutual exchangement of knowledge, information and best practices
* joint use of facilities (where applicable)
* deployment of R&D&I measures and services that directly or indirectly relate to TÁMOP-4.2.2.D-15/1/KONV-2015-0017 objectives and/or stem from the project results and can be leveraged by both Parties
* accomplishment of R&D tasks (specified below) during the implementation period of the project:

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* remuneration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Employee) involved as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (job) in the project under contractually agreed terms and conditions.

Principal areas of research cooperation to be pursued under this Agreement shall include, but not be limited to, those fields specified in Article 2.

**ARTICLE 3: CONFIDENTIAL INFORMATION**

Throughout the aforementioned cooperation, the Parties may share between themselves Confidential Information under the terms and covenants set forth below:

**3.1.** Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method subject to patenting or IPR protection shall be proprietary to the Parties as intangible assets. (The ownership of any new patents, formulae, utility models or copyrights deriving from the project results or developed by the staff during the term of the Agreement shall be subject to a separate contract.)

**3.2.** The Parties undertake to treat all Confidential Information with due degree of care and discretion, and not to disclose it to any Third Party. All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party.

**ARTICLE 4: FINANCIAL LIABILITIES**

**4.1.** No specific financial commitment or liability is assumed by either Party upon signing this Agreement. Nothing contained herein shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relation expressly provided for in this Agreement.

**4.2.** Each Party will bear its own costs and expenses incurred in connection with this Agreement and the transactions effected during the project period.

**ARTICLE 5: MEETINGS, PROCEDURES**

Representatives of both Parties shall meet, as occasion demands, to further the research objectives, review progress, coordinate the conclusion of ongoing activities and consult on ancillary terms or conditions that may be deemed necessary for the due advancement of the R&I cooperation currently underway.

The Parties hereby agree to maintain regular contact to monitor and evaluate the tasks completed, take reasonable measures to ensure that the obligations undertaken by each Party shall be fulfilled promptly and on time and facilitate the effective implementation of the project.

**ARTICLE 6: TERM AND TERMINATION**

This Agreement shall become effective upon the date designated below and shall remain in effect for an indefinite period unless either Party provides prior written notice to the other Party of its desire to withdraw from the Agreement.

Termination of the Agreement by either Party shall be made upon 30 days prior written notice to the other Party. The Agreement may also be terminated by either Party in the event of the failure of the other Party to comply with the contract terms.

**ARTICLE 7: GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of Countries of Parties.

This Agreement is completed in English.

This Agreement is hereby signed in four (4) copies with one copy remaining in the possession of each Party (1st Cooperating Party, 2nd Rectorate of the University of Miskolc, 3rd Inter-Team Project Management and 4th Dean Office of affected Faculty of the University of Miskolc, respectively).

The Undersigned hereby consent to become Parties to the Agreement identified above and concept all the rights and obligations of a Party as of the date of effectuation.

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| --- | --- |
| Signed on behalf of[[3]](#footnote-3)\*\*\*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed on behalf of the  University of Miskolc  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name **Dr**. **András** **Torma**  Title **rector**  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name **Dr**. **Csaba** **Deák**  Title **chancellor**  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  Title |

Date:

1. \* As identified below [↑](#footnote-ref-1)
2. \*\* As identified below

   \*\*\* If possible [↑](#footnote-ref-2)
3. \*\*\* (Company/Organization/University/Institution) [↑](#footnote-ref-3)