**PROJECT COOPERATION AGREEMENT (P.C.A.) TEMPLATE**

This template contains the basic guidelines that the interested Greek entities must keep in mind in order to enter into collaborations with foreign entities for the implementation of Research & Technological Development projects, within the framework of "Bilateral and R&T Collaborations" Actions. It should be emphasized that the text of this draft is not binding and can be modified accordingly by the contracting parties. The entry into force of the agreement has to be prior to the date of the submission of the application for funding.

The Partnership Agreement must be submitted signed by all the members of the consortium and must include arrangements for intellectual property rights and determine the terms for its economic exploitation, in such a way as to ensure that no additional indirect aid is granted to enterprises according to section 2.2 (Indirect state aid to enterprises through funded research and knowledge dissemination organizations and research infrastructures from the public) of the “Framework on State aid for research and development and innovation (2022/C/7388)'.

This consortium agreement is elaborated in the framework of the call for proposals ….

**BETWEEN:**

**1.**

**2.**

**3.**

**4.**

hereinafter, jointly or individually, referred to as ‘Parties’ or ‘Party’ or ‘Consortium’.

**RECITALS**

Partners desire to enter into this Project Cooperation Agreement as the most advantageous form for the implementation of the Project “xxx)”

In consideration of the mutual promises contained in this agreement, partners agree as follows:

**Article 1**

**DEFINITIONS**

The following definitions apply for the purpose of the present Consortium Agreement:

**Action:** the set of activities or the project for which the grant is awarded, to be implemented by the beneficiaries.

**Breach of obligations**: failure by a beneficiary to fulfil one or more of its contractual obligations.

**Confidential information or document:** any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Agreement that any of the parties has identified in writing as confidential. It does not include information that is publicly available.

**Conflict of interests:** a situation where the impartial and objective implementation of the Agreement by a beneficiary is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest or any other shared interest with the Agency or any third party related to the subject matter of the Agreement.

**Consortium Body:** Consortium Body means any governance or management body described in the Governance Structure section of this Consortium Agreement.

**Direct costs:** those specific costs which are directly linked to the implementation of the Action and can therefore be attributed directly to it. They may not include any indirect costs.

**Force majeure:** any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors’ affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as force majeure: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of force majeure.

**Formal notification:** form of communication between the parties made in writing by mail or electronic mail which provides the sender with compelling evidence that the message was delivered to the specified recipient.

**Fraud:** any act or omission relating to the use or presentation of false, incorrect, or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, the non-disclosure of information in violation of a specific obligation, with the same effect or the misapplication of such funds or assets for purposes other than those for which they were originally granted.

**Grave professional misconduct:** a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or any wrongful conduct of a

person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

**Implementation period:** the period of implementation of the activities forming part of the Action.

**Maximum amount of the grant:** the maximum contribution to the Action.

**Pre-existing material:** any materials, document, technology or know-how which exists prior to the beneficiary using it to produce a result in the implementation of the Action.

**Pre-existing right:** any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a license right and/or a right of use belonging to the beneficiary or any other third parties.

**Related person:** any natural or legal person who is a member of the administrative management or supervisory body of the beneficiary or who has powers of representation, decision or control with regard to the beneficiary. ‘

**Starting date:** the date on which the implementation of the Action starts as provided for in the Data Sheet (Point 1) of the Grant Agreement.

**Article 2**

**PURPOSE AND SCOPE OF THE COOPERATION**

The present cooperation shall be conducted for the purposes of implementing the project “xx”.

The scope of the Project is defined in the Project Proposal in its revised version from xx xx 20xx, which forms an integral part of this Agreement by reference only.

**Article 3**

**DURATION – TERMINATION OF THE AGREEMENT**

The term of this Agreement shall be for 24 months, commencing on xx *xx 20xx,* and terminating on *xx xx 20xx,* unless sooner terminated by operation of the provisions of this Agreement. This PCA shall enter into force after having been signed by all the Parties.

**Article 4**

**CLASSIFICATION AND PERFORMANCE BY PARTNERS**

Each partner shall apply all of the partner’s experience, training, and ability in discharging the partner’s assigned functions in the cooperation and in the performance of all work that may be necessary or advantageous to further the project’s interests.

**Article 5**

**CONTRIBUTION**

Each partner shall contribute according to the needs of the Project. Each Party undertakes to use all reasonable endeavours to perform on time the tasks and work packages assigned to it in the Project Proposal and to make available rights and information on time to other Parties under the terms and conditions of Article 8.

**Article** **6**

**FINANCING**

Each Party shall bear its own costs in connection with the carrying out of the Project and will be solely responsible for its applications to obtain any subsidies/grants therefore.

**Article** **7**

**CONFIDENTIALITY / RESTRICTION IN USE**

Each Party agrees to receive and hold all information related to the submission, negotiation of the xxx Project proposal in confidence and all information marked as “confidential” or communicated on a confidential basis for a period of 5 years after receipt thereof and shall exercise the same degree of care in preventing the disclosure of information as it does in protecting its own information. Furthermore the receiving Party promises not to use such confidential information or knowledge for a different purpose than those stipulated in the Project and not to file for intellectual property right protection for these.

Third Parties are all parties not being Contracting Parties to this PCA. However Affiliated Companies of the Contracting Parties and the Public Authorities (“the PAs”) are not deemed as third Parties, provided that these Affiliated Companies undertake to keep the same obligation as stipulated under this Article, and provided that such information provided to the PAs are marked as confidential.

**Article 8**

**OWNERSHIP OF RESULTS AND INTELLECTUAL PROPERTY RIGHTS**

***7.1. Work results***

1. Either Partner shall own the Work Results arising on its side.
2. Either Partner shall make provisions for being entitled to dispose of its Work Results.
3. The Partner shall inform each other of their patent applications without delay.
4. The Partners shall jointly seek patent protection for Joint Inventions and shall each come to a separate agreement concerning the joint invention, considering the respective national provisions of the partners on intellectual property rights. The Partners shall form a community of part owners (*Bruchteilsgemeinschaft*). Each Partner is free to dispose of its share. The disposal of the joint patent in full requires consent of all part owners. The costs shall be borne by the Partners according to their shares in Inventions unless agreed otherwise. The same principle applies to revenues gained by the commercial use of joint inventions.
5. If a Partner wishes to sell its share to a third partner, it shall make an offer for sale under the same conditions to the other Partners first. The Partners may accept the offer and demand the transfer of the share within three months. In case more than two of the Partners hold the joint patent and are interested in the acquisition of the share, the share is to be offered to them in equal parts unless agreed otherwise.
6. Inasmuch as either Partner is not interested in a protective right, it shall offer its rights to the other Partners for transfer, inasmuch as it is legally and actually able to do so. The transfer of rights shall be provided for in a separate agreement. Such offer is to be made early enough to enable the other Partners to take any action required for safeguarding such rights within given statutory periods, especially within the 12-month period to be observed for patent applications claiming priorities. If more than two Partners hold the joint patent, the share is to be offered to each Partner in equal parts. The rejection of an offer of transfer is deemed to constitute consent with the abandonment of the patent.

***7.2. Rights of use***

1. The Partners shall grant each other a free, non-exclusive right to use their Work Results for the execution and the duration of the Contract, inasmuch as they are legally in a position to do so.
2. Moreover, the Partners shall grant each other a free, irrevocable, non-exclusive right to use Work Results for non-commercial research and development.
3. With regard to a right to use their Work Results and Expertise for commercial purposes the Partners will undertake separate negotiations. As far as a right to use a Partner’s Expertise is required for the commercial use of own or joint Work Results a Partner is only entitled to refuse the conclusion of a license agreement at market conditions if it has legitimate reasons to do so.
4. Sublicensing by one Partner requires the prior written consent of the other Partners. Such consent may not be withheld unreasonably.

**Article 9**

**Liability, Warranty**

8.1. The Partners shall not be mutually liable for and shall hold each other harmless against any personal, material and property damage incurred by the other, its staff members or agents in executing the Contract, unless such damage has been caused willfully or by gross negligence or unless such damage is covered by insurance protection.

8.2. The Partners will not assume any mutual warranty that Expertise, Work Results, documents and items made available in executing the Contract are correct, useful and complete and can be used without infringing third party rights. Either Partner shall inform the other Partner about conflicting third-party rights as soon as they obtain such knowledge.

8.3. None of the Partners is responsible for the enforceability of the protective rights covered by this Contract.

**Article** **9**

**ARBITRATION**

In order to settle any disputes arising in connection with this Contract the conflicting Partners shall conduct a Mediation Procedure. The Mediation Procedure starts with receipt of a written request of one Partner by the other Partner to jointly conduct such mediation proceedings (“Request for Mediation”) between the project leaders. In case that this does not solve the disputes, an external Mediator shall be determined by majority vote by the CEO´s of the involved companies and the Rectors of the involved universities.

**Article** **10**

**ADDITIONS, ALTERATIONS, OR MODIFICATIONS**

Where it shall appear to the partners that this Agreement, or any terms and conditions contained in this Agreement, are in any way ineffective or deficient, or not expressed as originally intended, and any alteration or addition shall be deemed necessary, the partners will enter into, execute, and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration, or modification shall be in writing, and no oral agreement shall be effective.

As witness the Parties have executed this Agreement to be duly signed by the undersigned authorized representatives the day and year first above written.

Authorized to sign on behalf of:

*xxx*

1. *Date, Signature: ……………………………………………….*

*Name: xx xx*

*Title: xx*

Authorized to sign on behalf of:

xx

1. *Date, Signature: ……………………………………………….*

*Name: …………………………………………………….*

*Title: ……………………………………………………….*

Authorized to sign on behalf of:

xx

1. *Date, Signature: ……………………………………………….*

*Name: …………………………………………………….*

*Title: ……………………………………………………….*

Authorized to sign on behalf of:

xx

1. *Date, Signature: ……………………………………………….*

*Name: …………………………………………………….*

*Title: ……………………………………………………….*

Authorized to sign on behalf of:

xx

1. *Date, Signature: ……………………………………………….*

*Name: …………………………………………………….*

*Title: ……………………………………………………….*

**ANNEXES**