



PARTNERSHIP AGREEMENT

Project: **Tuning the properties of NanoCarbon with Fluorination**

Acronym: **NanoCF**

Project No.: **612577**

this Partnership Agreement

made and entered into by and between

Beneficiaries:

Leibniz-Institut für Polymerforschung Dresden e.V.
Hohe Str. 6
01069 Dresden, Germany
represented by the Board of Directors
(hereinafter referred to as IPF)

- as coordinator -

Universität Wien
Universitätsring 1
1010 Wien, Austria
represented by the Dean of the Faculty of Physics
(hereinafter referred to as UNIVIE)

Le CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE
3 rue Michel Ange
75794 PARIS CEDEX 16, France
represented by its President, M. Alain FUCHS, having given signatory power for this agreement to Mrs Clarisse David, Déléguee Régionale Bretagne Pays de la Loire, Parc Alcyone, 1 rue André et Yvonne MEYNIER, CS29936, 35069 Rennes Cedex, acting on its behalf and on behalf of the Joint Research Unit 6502 'Institut des Matériaux de Nantes Jean Rouxel' 2 rue de la Houssinière BP32229 44322 Nantes Cedex 3.
(hereinafter referred to as CNRS)

Friedrich-Alexander-Universität Erlangen Nürnberg
Schlossplatz 4
91054 Erlangen, Germany
represented by the Head of European Office and/or
Head of Office for Research Funding, Third-Party Funding, and Legal Matters
(hereinafter referred to as FAU)

Universite De Mons
Place Du Parc 20
7000 Mons, Belgium
represented by the Rector
(hereinafter referred to as UMONS)

ICPC partner organisations:

Changchun Institute of Applied Chemistry – Chinese Academy of Science
Ren min Street – Chaoyang District 5625
130022 Changchun, People’s Republic of China
represented by the Director and Deputy Director
(hereinafter referred to as CIAC)

Nikolaev Institute of Inorganic Chemistry the Siberian Branch of the Russian Academy of Sciences
Pr. Akad. Lavrentieva 3
630090 Novosibirsk, Russian Federation
Represented by the Director and Deputy Director
(hereinafter referred to as NIIC SB RAS)

Shemyakin and Ovchinnikov Institute of Bioorganic Chemistry – Russian Academy of Science
UL. MIKLUKHO MAKLAYA 16/10
117997 MOSCOW, Russian Federation
represented by the Director of the international scientific relations department
(hereinafter referred to as IBCH RAS)

Zhejiang University
Building 10-4113, Yuquan Campus
310027 Hangzhou, Zhejiang Province, China
represented by the Executive Vice President
(hereinafter referred to as ZJU)

Third country partner organisations:

NAGOYA UNIVERSITY
FURO-CHO CHIKUSA-KU
464-8601 NAGOYA AICHI, Japan
Represented by the Director
(hereinafter referred to as NU)

University of Sydney
c/o Research Grants and Contracts
Level 6, Jane Foss Russell Building
N.S.W. 2006, Australia
represented by the Director, Research Grants and Contracts
(hereinafter referred to as USYD)

hereinafter referred to as “PARTY” or “PARTIES”

Whereas within the EU Seventh Framework Programme for Research and Technological Development (2007-2013) the PARTIES are bound by the Contract No. 612577 with the European Union, represented by the Research Executive Agency, for research in the field of “Marie Curie Actions – International Research Staff Exchange Scheme (IRSES), (hereinafter referred to as “EU-Contract”)

and

whereas the PARTIES have agreed that staff members - devotes himself/herself to the mobility activities during the Secondment Period - shall be trained by the PARTIES in accordance with the terms and conditions as stated in the EU-Contract

the following is hereby agreed between the PARTIES:

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

(1) Additional definitions for this Partnership Agreement are as follows:

Beneficiaries: Beneficiaries are the Parties located in a Member State of the European Union which sign the Grant Agreement with the Research Executive Agency.

Partnership agreement: means this agreement signed between the Beneficiaries and all Partner Organisations for the purpose of the Project.

Staff member: means an early stage or an experienced researcher or other technical/managerial personnel who is active at his/her Home Organisation. There must be a formal relationship between the Home Organisation and the staff member that would normally consist of an employment contract. However, other forms of contractual relationships (e.g. stipends) are also acceptable.

Host Organisation: means the receiving Beneficiary or partner organisation hosting the staff member for the Secondment Period.

Home Organisation: means the sending Beneficiary or Partner Organisation of which the sent person is a staff member.

Partner Organisation: means an ICPC or third country organisation which must sign the partnership agreement and which participates in the mobility activities.

Mobility activities: means the knowledge sharing and networking activities related to the staff member under the project.

Secondment Period: means the period(s) spent by a staff member from a Home Organisation at the Host Organisation premises as indicated in Appendix 1.

Project: means all work referred to in Appendix 1.

Results: means the results, including information, whether or not they can be protected, arising under this Partnership Agreement as well as copyrights or rights pertaining to such results following applications for, or the issue of patents, designs, planned varieties, supplementary protection certificates or similar forms of protection.

ICPC: International Cooperation Partner Country (definition by EC rules).

- (2) Unless otherwise agreed in writing, PARTIES shall be bound mutatis mutandis by the terms and conditions of EU-Contract including Annex I (Description of work, Appendix 1), Annex II (General conditions, Appendix 2) and Annex III (Specific provisions, Appendix 3). The PARTIES ensure that the REA is informed of any event which might affect the implementation of the Project and the rights of the Union and of any circumstance affecting the conditions of participation referred to in the Rules for Participation, the Financial Regulation and any requirements of the EU-Contract.

(3) Management Structure

- (a) Coordinator is the Leibniz-Institut für Polymerforschung Dresden e.V. Tasks of the coordinator, e.g. communication with REA; collection of all administrative and scientific documents incl. reports; controlling of the financial distribution, control the compliance of the Beneficiaries and all Partner Organisations (incl. ICPC) with the EU-Contract.

- (b) The Project Management Committee (PMC) will be comprised of the project coordinator and the supervising scientists responsible for the Research Task (RT coordinators) equal to Appendix 1 (Description of Work). If prevented for any reason, the RT coordinator can nominate another representative of the organisation who is concerned with the network activity.

The PMC members are:

1. Dr. Anastasia Vyalikh and Dr. De-Yi Wang (IPF),
2. Dr. Alexander Grüneis (UNIVIE),
3. Dr. Emmanuel Flahaut, Dr. Chris Ewels and Prof. Patrice Simon (CNRS),
4. Prof. Vojislav Krstic (FAU),
5. Dr. Carla Bittencourt (UMONS),
6. Dr. Ying Wang (CIAC),
7. Prof. Alexandr Okotrub and Dr. Lyuba Bulusheva (NIIC SB RAS),
8. Dr. Ekaterina Obraztsova (IBCH RAS),
9. Dr. Stephan Irle (NU),
10. Prof. Hong Fan (ZJU),
11. Dr. Marcela Bilek (USYD).

Regular meetings (annual) of the PMC will be arranged in order to assess the progress of the work with respect to the Milestones of each WP, to make key decisions, keep the Project running and to resolve problems. Decisions are reached unanimously by one vote from each PMC member and all decisions will be made by a simple majority. In the case of equality of the votes, the coordinator will decide. The PMC members will control fulfilling the research tasks, submission of deliverables and Milestones and decide if corrective actions are necessary to reach the project objectives. If for any reason the coordinator is unable to perform her duties, the project shall be managed by the PMC.

All Partners have to provide the necessary data to the coordinator related to the project implementation (e.g. eligibility data of the exchanged researcher, data of the secondment, name of the assistant during the Secondment, reporting data).

- (c) The network will establish an Advisory Board, which will monitor and evaluate the progress of the research programme and advice future strategies within and possibly beyond the contract period. The Advisory Board members will be informed about the current progress of the work regularly via emails, and will be invited to the network workshops. The board will be comprised of highly experienced professionals from academic science and industry in the fields of bionanotechnology and energy nanotechnology. (List of the Advisory Board Members will be discussed at the first meeting of the consortium and periodically updated).

(4) Obligations of the HOME ORGANISATION

The Home Organisation ensures that the salary of the staff member is paid during the Secondment Period. The staff member has the right to return to his/her Home Organisation after the Secondment Period. The Secondment Period does not exceed 12 months per staff member. The Home Organisation and/or the staff member ensure that the staff member is covered by an adequate health and accident insurance during the Secondment Period.

(5) Obligations of the HOST ORGANISATION

- (a) The Host Organisation hosts the staff member from the Home Organisation during the Secondment Period.
 - (b) The Host Organisation will ensure that throughout the Secondment Period infrastructure, equipment and products for implementing the project in the scientific and technical fields concerned are provided and that these means will be available to the staff member, if necessary.
 - (c) The Host Organisation will ensure that throughout the Secondment Period, the staff member will enjoy the same standards of safety and occupational health as those awarded to local staff member holding a similar position.
 - (d) The Host Organisation will ensure that reasonable assistance is provided to the staff member in all administrative procedures required by the relevant authorities of the Home Organisation as well as in all administrative procedures necessary for the Secondment, such as visas and work permits required by the relevant authorities of the country of the Host organisation.
 - (e) The Host Organisation will designate a scientist to supervise the research activities of the staff member during the Secondment Period.
 - (f) The Host Organisation shall pay all direct and indirect costs of the materials and supplies needed by the staff member for the Project.
- (6) PARTIES will keep confidential any information of whatever nature or form that was disclosed in the course of the Project and that was marked as “confidential”. They will not disclose the same to any other third party without the prior written consent of the disclosing PARTY. The PARTIES shall ensure that the staff member complies with the same obligations as referred to in Article II.9.

(7) Intellectual Property Rights

- (a) Subject to any third party restrictions to background that is used to create Foreground, all Foreground created by employees **of one PARTY shall be the** property of this PARTY.
- (b) If the Foreground arises from collaborative efforts, especially during the secondment of a Party's staff member, the Foreground will be the joint ownership of the Parties having contributed to generate this Foreground. The Parties will negotiate in good faith a joint ownership agreement in order to set up the provisions related to the protection (especially patent application), and to the use of the joint Foreground, according to (f) (i) below.
- (c) Access rights
In addition to the provisions of Appendix 2, Articles II.30-33, the Beneficiaries shall ensure that the staff member enjoys, on a royalty-free basis, access rights to the background and to the foreground, if that background or foreground is needed for carrying out his/her activities under the Project. The Beneficiaries required to grant access rights shall inform, as soon as possible, the researcher of any restriction, which might substantially affect the granting of access rights, as the case may be.
- (d) The Parties ensure that the relevant arrangements will be done between the host organization and the staff member during the mobility activities and beyond relating to intellectual property rights, in particular to access to background, the use of foreground, publicity and confidentiality are compatible with the provisions foreseen in Appendix 2, Article II. 9 (Confidentiality), II.12 (Information and communication), II.25 -II.33 (IPR: Foreground, Access Rights) in connection with Appendix 3, Articles 5, 6, 8 and 9.
- (e) PARTY/PARTIES may use results of the other unrestrictedly for non-commercial scientific purposes (research and teaching) free of charge.
- (f) The PARTIES agree to respect their individual intellectual property rights.
Relevant arrangements related to intellectual property rights, in particular to access to Background and Foreground, the use of Foreground, publicity and confidentiality during the Project as whole and the Secondment Periods, are described in this article to ensure the compatibility with the provisions foreseen in Appendix 2, Article II.9, II.11, II.25-II.33 and Appendix 3, Articles III.5, III.6, III.8 and III.9.

(i) Foreground

Regarding Foreground, Appendix 2, Articles II.25-29, shall apply with the following additions:

- Joint ownership of Foreground

In case of joint ownership of Foreground each of the joint owners shall, subject to any third party restrictions to Foreground, be entitled to use the joint Foreground in accordance with clauses 7(b) and 7(e) and each of the joint owners shall be entitled to use the joint Foreground as it sees fit, including to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

- at least 45 days prior notice must be given to the other joint owner(s); and
- fair and reasonable compensation must be provided to the other joint owner(s).

- Transfer of Foreground

Each PARTY may transfer ownership of its own Foreground following the procedures of Appendix 2, Article II 26.

Each PARTY may identify specific third parties it intends to transfer Foreground to in Appendix 7 of this Partnership Agreement. The other PARTIES hereby waive their right to be previously notified of a transfer to listed third parties according to Appendix 2, Article II.26.

The transferring PARTY shall, however, notify the other PARTIES of such transfer and shall ensure that the rights granted under clause 7(e) to the other Parties will not be affected by such transfer.

Any addition to Appendix 7 after signature of this Partnership Agreement requires a decision of the PMC.

(ii) Access Rights

- Background covered

The PARTIES shall identify in the Appendix 8 the Background to which they are ready to grant Access Rights, subject to the provisions of this Partnership Agreement and Appendix 2.

Such identification may be done e.g.:

- by naming a specific department of a PARTY and/or
- and/or by subject matter.

The owning PARTY may add further Background to Appendix 8 during the Project by written notice.

However, only the PMC can permit a PARTY to withdraw any of its Background from Appendix 8.

The PARTIES agree that all Background not listed in Appendix 8 shall be explicitly excluded from Access Rights. They agree, however, to negotiate in good faith additions to Appendix 8 if a PARTY asks them to do so and those are needed.

For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to Appendix 8.

- General Principles

Each PARTY shall implement its tasks in accordance with the Appendix 1 (Description of Work) and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

As provided in Appendix 2, Article II.31 PARTIES shall inform the PMC as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

If the PMC considers that the restrictions have such impact, which is not foreseen in the Appendix 1, it may decide to update the Appendix 1 accordingly.

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the PARTIES according to Appendix 2, Article II.31.

Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted.

All Access Rights shall be granted upon written request subject to the following.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

Access rights shall be granted upon written bilateral agreement

The requesting PARTY must show that the Access Rights are needed.

- Access Rights for implementation

Access Rights to Foreground and Background needed for the execution of the own work of a PARTY under the Project shall be granted on a royalty-free basis, unless otherwise agreed in Appendix 8 and Appendix 9.

- Access Rights for Use

Access Rights to Foreground if needed for use of a PARTY's own Foreground including for third-party research shall be granted on fair and reasonable conditions subject to any restrictions to Foreground as notified in Appendix 9.

A third party shall not be granted direct Access to Foreground generated by other Parties unless those Parties explicitly agree to it or it is a condition of Access to Background.

Access rights for internal research activities shall be granted on a royalty-free basis.

Access Rights to Background if needed for use of a PARTY's own Foreground shall be granted on fair and reasonable conditions subject to any restrictions as notified in Appendix 8.

- Access Rights for Affiliated Entities

Subject to any restrictions as notified in Appendix 8 and Appendix 9, Affiliated Entities have Access Rights under the conditions of Appendix 2, Article II.33.3

In addition, Affiliate Entities shall also enjoy Access Rights if they can show that:

- they hold a license on Foreground developed by a Party they are affiliated to; and
- they Need Access Rights in order to Use such Foreground; and
- they are established in a Member State or an Associated Country; and
- they are listed in Appendix 10 (Listed Affiliated Entities) to this Partnership Agreement.

Such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return grant Access Rights to all Parties and fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Partnership Agreement as if such Affiliated Entities were Parties.

Access Rights may be refused to Affiliate Entities if such granting is contrary to the legitimate interests of the PARTY which owns the Background or the Foreground.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the PARTY to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such PARTY.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

- Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by this Partnership Agreement shall be at the absolute discretion of the owning PARTY and subject to such terms and conditions as may be agreed between the owning and receiving PARTIES.

- Access Rights for PARTIES entering or leaving the Consortium

New PARTIES entering the Consortium:

All Foreground developed before the accession of the new PARTY shall be considered to be Background with regard to said new PARTY.

PARTIES leaving the Consortium:

Access Rights granted to a Defaulting Party and such PARTY's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the Consortium.

A PARTY leaving voluntarily and with the other PARTIES' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. The time limit for its right to request these Access Rights shall start on the same date.

Any PARTY leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Partnership Agreement as if it had remained a PARTY for the whole duration of the Project.

(8) Reports and deliverables

In addition to the reports mentioned in Article 4 of the Grant Agreement and Article II.4 of Appendix 2, the PARTIES shall submit:

- i) a staff member registration report within 20 days following the beginning of the Secondment Period of the staff member, following the layout and procedures communicated by the REA; and
- ii) for reporting periods of at least 18 months, a mid-term review report within 30 days after the mid-point of each reporting period.

In addition, at the end of the project the consortium shall report the total duration of the Secondment Period for each staff member.

(9) Payment

The EU contribution is paid to the coordinator of the project who will distribute it to the Beneficiaries. The Beneficiaries as grant recipients, remain responsible toward the REA for the management of the EU contribution which covers the outgoing Secondments to a Partner Organisation and the incoming Secondments from an ICPC Partner Organisation (from Russia, China, Japan, Australia). Partner Organisations are not recipients of EU funds. The Financial aspects between them and the Beneficiaries will do in a following way:

Every Beneficiary is responsible for the budget (EC flat rate), which is used for seconded staff to another PARTY and also for hosted staff from Partner Organisations. The budget will be paid from the Beneficiary to the Partner Organisation after the duration of the travel/seconded researcher months and the delivery of the necessary documents to account the flat rate to the REA (e.g. time sheets, letter of confirmation, copy of visa).

The Beneficiaries remain the sole responsible towards the EU for the management of the funds. In addition, the financial reporting will be done by each Beneficiary depending on the number of outgoing Secondments to the partner organisations (incl. ICPC) and the number of incoming Secondments from ICPC PARTIES. The amount corresponding to the outgoing Secondments to a Partner Organisation (incl. ICPC) and the number of incoming Secondments from the ICPC Partner Organisations will be included in the Form C of each Beneficiary. The beneficiaries remain responsible for the management of the funds and they should be able to prove that the Secondments took place in case of an audit.

The Maximum of the financial contribution per Beneficiary are shown in Appendix 4 of this Agreement. In accordance with Article 6 of the EU-Contract the coordinator shall distribute the pre-financing as soon as possible – latest 30 days after receiving the pre-financing form the Union – but only to these PARTIES who have acceded to the EU-Contract. Payment will be made in EUR at the relevant exchange rate at the time of payment.

All Beneficiaries and Partner Organisations agree that 100,00 € per Beneficiary/travel/researcher month will be reserved by the coordinator to use or share this money for organized workshops or invitations of staff members from Third country partner organisations to the project meetings and the project events. If there will be remaining costs at the end of the project these will be transferred to the Beneficiaries pro rata (Appendix 5).

(10) Liability

Neither of the Parties makes any representation or gives any warranty to the other that any advice or information given by it or any of its employees or students who work on the project, or the content or use of any Foreground, Background or Confidential Information provided in connection with the Project, will not constitute or result in any infringement of third-party rights. The liability of either Party to the other for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation. The aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not exceed the liable Party's share of the maximum financial contribution by the European Union specified in the EU-Contract.

- (11) Administrative and research contact persons of the PARTIES are named in Appendix 6.
- (12) The duration of this project shall be from October 1, 2013 and continue through September 30, 2017 unless extended by mutual written agreement between the PARTIES.
- (13) The European Union support of Marie Curie Actions will be referenced in publications, conference papers, presentations and posters in connection with this project. This will include the sentence, "This research was supported in part by the EU 7th Framework Programme for RTD (PIRSES-GA-2013-612577 NanoCF)," as well as, if relevant, the European Union and Marie Curie logos.
- (14) Amendments or changes to this Partnership Agreement shall be made in writing and signed by the duly authorized representatives of PARTIES.
- (15) This Partnership Agreement shall be governed by the laws of the Belgium excluding the conflict of law principles.