Collaboration Agreement

between:

[DETAILS ORGANIZATION AFRICAN PARTNER]

[ADDRESS]

[CITY]

[COUNTRY]

Duly authorized by Mr/Mrs XXXXX, [function] (hereinafter: “African partner”)

and

[DETAILS ORGANIZATION EUROPEAN PARTNER]

[ADDRESS]

[CITY]

[COUNTRY]

Duly authorized by Mr/Mrs XXXXX, [function] (hereinafter: “European partner”)

and

Universiteit Twente

Faculty of Geo-Information Science and Earth Observation (ITC)

P.O. Box 217

7522 NB Enschede

The Netherlands

Duly authorized by Prof Dr F.D. van der Meer, Dean of the Faculty of Geo-Information Science and Earth Observation, (hereinafter: “UT-ITC”),

hereinafter individually referred to as “Party” and together referred to as “Parties”,

# WHEREAS:

In the framework of the “EO AFRICA R&D Facility” funded by the European Space Agency, a team led by [name], (hereinafter: “African Principal Investigator”), and [name], (hereinafter: European Principal Investigator) will carry out the research proposed with the title: “[title]”, (hereinafter: “the Project”);

For this research project, the European Space Agency, ESA, has allocated a budget of €30.000 (Thirty thousand euros), which will be managed by the European Principal Investigator of the study. The budget shall cover expenses of research activities of both the African- and European partners during the project period set to a maximum of 15 months.

# Art. 1 Price and Payments

* 1. The University of Twente has been contracted by the European Space Agency, ESA, to lead the EO AFRICA R&D Facility, which includes the provision of the €30.000 (thirty thousand euros) research fund
	2. The Project will generate at least the following mandatory deliverables:

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Description** | **Deadline** |
| D1 | Progress report including materials for public dissemination through the website | KO + 7 months |
| D2 | Final report (including materials for public dissemination through the website)  | KO + 15months |
| D3 | Open-source research code and data repository, including a demonstration workflow/visualization | KO + 15 months |
| D4 | Open-access peer-reviewed scientific publication (draft or submitted)  | KO + 15 months |

If additional deliverables are mentioned in the Research Proposal (Annex 1), these deliverables should be presented according to the schedule indicated in the proposal.

* 1. University of Twente will disburse the Project funds to the European partner institute after acceptance of the deliverable mentioned in in the Research Proposal (Annex 1). The European partner will take care of financial arrangements with the African partner Institute. The disbursement plan is as follows:

|  |  |  |
| --- | --- | --- |
| **Payment type** | **Milestone** | **Percentage of research fund** |
| Advance payment  | After the signature (by all parties) of this Agreement | 50% |
| Intermediate payment | After the acceptance of the Progress Report, D1- KO+07 | 30 % |
| Final Payment | After the acceptance of the Final Report, D2 together with D3 an D4 KO+15 | 20 % |

Both the Progress and the Final reports will include a concise overview of expenditures related to the €30.000

1.4 After acceptance and approval of required deliverables (D1 and D2), the payments by the University of Twente to the European partner institute will be made available on submission of an invoice.

1.5 The Project is carried out with ESA funding and invoices to the University of Twente on behalf of the beneficiary of the funding are classified as “0” for VAT since no VAT may be included in the Project costs.

1.6 Invoices will be sent to the University of Twente in line with the invoicing guide provided (Annex 2). Supporting documents such as original billings, including hotel bills and ticket jackets (if applicable) should be available on request.

# Art. 2 Execution of the Project

2.1 This agreement does not create any employer – employee dependencies between the Parties.

2.2 Reasonable effort and obligations. The African- and European partners agree to use their reasonable efforts to collaborate in executing the Project. The African and European partner shall perform the Project and carry out its obligations with all due diligence and in accordance with generally accepted professional practices, GDPR provisions and the prevailing standards of the profession.

2.3 No transfer and outsourcing. The African- and European partners are not authorised with respect to third parties, without the prior written permission of the University of Twente and ESA to:

1. wholly or partially transfer to such parties the rights and/or obligations assigned to them under this agreement; and
2. wholly or partially outsource to such parties the Project to be carried out by them under this agreement.

2.4 Defaulting Party. In the event that the University of Twente identifies a breach by the African and/or European partner of any of their obligations under this Agreement, the University of Twente will give written notice to the defaulting Party requiring that such breach be remedied within thirty (30) calendar days. If such breach is substantial and is not remedied within that period or cannot be remedied, the University of Twente may decide on the consequences thereof which may include termination of this agreement and repayment of (part of) the costs transferred under this agreement.

# Art. 3 Intellectual property rights

3.1 Any intellectual property rights generated in connection with the Project by the African Partner or European Partner shall be owned by that Partner, or if jointly generated (and if it is not possible to separate these intellectual property rights) will be jointly owned. Each Partner may use any intellectual property rights that it solely owns as it sees fit. Each Partner is entitled to use all generated intellectual property for academic and scientific research purposes; any commercial use by one Partner of intellectual property rights generated by the other Partner, or of jointly generated intellectual property rights, will be subject to separate arrangements being reached in writing between the Partners. For the avoidance of doubt, the Party owning intellectual property rights shall grant to the Agency (i.e. ESA) all rights necessary to comply with the conditions of the ESRIN/Contract No. 4000133905/21/I-EF (EO AFRICA R&D Facility) between the University of Twente and ESA

3.2 It is hereby explicitly agreed that both the African and European partner will not incorporate any confidential information and/or any pre-existing intellectual property rights in the deliverables of this agreement.

Therefore, all outcomes and deliverables of this Agreement shall be considered to be results of the Project.

# Art. 4 Confidentiality

4.1 The African- and European partner (“Receiving Party/Parties”) will not, either during the execution of the Project or thereafter, disclose to any third party, nor use for any purpose except carrying out the Project, any confidential information of the University of Twente

4.2 Receiving Parties will not be in breach of any obligation to keep any confidential information confidential or not to disclose it to any third party to the extent that it:

 4.2.1 is part of the public domain without violation of this agreement;

 4.2.2 is known and on record at the Receiving Party prior to disclosure by the University of Twente;

 4.2.3 is lawfully obtained by the Receiving Party from a third party who is not bound by similar confidentiality obligations;

4.2.4 is developed by the Receiving Party completely independently of any such disclosure by the University of Twente

 4.2.5 is ascertainable from a commercially available product; or

 4.2.6 is disclosed pursuant to administrative or judicial action, provided that the Receiving Party shall use its best efforts to maintain the confidentiality of any such confidential information.

# Art. 5 Insurance and liability

5.1 The African- and European partner warrant that the deliverables and results are their sole and original work. The African- and European partner shall indemnify the University of Twente for any claims of third parties relating to the infringement of third-party intellectual property rights.

5.2 The African- and European partner shall provide and thereafter maintain insurance or self-insure against all risks in respect of its property and any equipment used for the execution of the Project and this agreement. The African- and European partner shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the execution of the Project.

# Art. 6 General

6.1 Where applicable to the African and European Partners, this agreement is subject to the conditions of ESRIN/Contract No. 4000133905/21/I-EF (EO AFRICA R&D Facility) between the University of Twente and ESA. Should this overall contract expire and/or be terminated, this agreement will also terminate. In case of any inconsistencies between this agreement and the ESRIN/Contract No. ESRIN/Contract No. 4000133905/21/I-EF EO AFRICA R&D Facility) between the University of Twente and ESA the first shall supersede the latter.

6.2 Coordinator at the University of Twente is the EO AFRICA R&D Facility lead, Arno Lieshout. His details are:

Ir A. M. Lieshout, EO AFRICA R&D Facility Manager, Department of Water Resources (WRS), Postal address: Faculty of Geo-Information Science and Earth Observation (ITC), University of Twente, P.O. Box 217, 7500 AE Enschede, The Netherlands, Tel. +31 53 4874363, Fax. +31 53 4874306, E-mail a.m.vanlieshout@utwente.nl

 Coordinator for the European partner is [name]. His/her contact details are, xxxxxxxxxxxxxxxxxxxxxxxxx

 Coordinator for the African partner is [name]. His/her contact details are, xxxxxxxxxxxxxxxxxxxxxxxxx

6.3 This agreement shall be governed by the laws of the Netherlands.

6.4 Any disputes relating to this agreement and/or the execution of the Project shall be settled by the competent courts of Overijssel, the Netherlands.

6.5 This agreement shall take effect at the moment that it is fully signed and for a duration of fifteen (15) months. The agreement shall be signed within a month after the agreement has been issued.

IN WITNESS WHEREOF, the Parties hereto have signed this agreement by their authorized representatives. Each Party agrees that this agreement will be executed in electronic PDF format only and each Party explicitly acknowledges and agrees that its signature in such format shall be regarded as an original signature and that this agreement shall be effective upon delivery by electronic mail to the other Part(y)(ies) and thereafter shall be deemed an original signed agreement, irrespective of whether the signatures are on the same page or on separate pages.

For the European partner:

Name:

Function:

Date:

For the African partner:

Name:

Function:

Date:

For the University of Twente

Name: Prof. Dr Freek van der Meer

Dean Faculty ITC – University of Twente

Date:

# ANNEX I – Research Proposal

ANNEX 2 – Invoicing Guide