PARTNERSHIP AGREEMENT No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Partnership Agreement (“Agreement”) is entered into between

**EU ORGANIZATION NAME** (hereinafter "Beneficiary"), with VAT NUMBER 123456789 and Registered Office at [ADDRESS], represented by its [TITLE], [AUTHORIZED REPRESENTATIVE];

# AND

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,** on behalf of its \_\_\_\_\_\_ campus (hereinafter the "**Partner Institution**" or “**UC**”) with registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, United States of America represented by [Name of contract officer], [Title], \_\_\_\_\_\_\_\_\_ Office.

(collectively referred to as the "Parties" or individually as the "Party")

Mutually recognize their legal capacity to sign the present Agreement.

**WHEREAS**

**FIRST.** The European Commission and Beneficiary have signed a Grant Agreement [GRANT NUMBER], by means of which Beneficiary has been granted a Marie Curie International Outgoing Fellowship for the implementation of a project entitled "[PROJECT TITLE]”, the acronym of which is "[ IF APPLICABLE]" (hereinafter referred to as the "**Project**").

**SECOND. [**FELLOW NAME] is the researcher (hereinafter referred to as the "**Researcher**") who has been recruited and employed by Beneficiary to benefit from the research training activities of the Project, who shall carry out its research activities in two phases:

 Phase one (twenty-four months): Secondment Period, as defined below; and

 Phase two (twelve months): Re-integration Period, as defined below.

**THIRD**. [UC CAMPUS NAME] has been appointed as the Partner Institution during the Secondment Period.

**FOURTH.** Researcher and Beneficiary understand that Researcher has been granted access to facilities supported by the taxpayers of the State of California, and as such, Beneficiary and Partner Institution agree that rights, title and interest in inventions shall be jointly owned as set forth in this Partnership Agreement. This Agreement is supplemental to the University of California Patent Acknowledgment signed by Researcher on . Provisions in the Patent Acknowledgment concerning Researcher’s assignment of all rights, title and interest in inventions to Partner Institution are subordinate to the provisions in this Agreement for Foreground Inventions, as defined below, in which Researcher is a sole or joint inventor under U.S. Patent Law.

**NOW THEREFORE, IN CONSIDERATION** of the mutual terms and conditions, the Parties agree as follows:

Definitions for this Partnership Agreement are as follows:

***Partner Institution:*** means the member to the Partnership Agreement located in a third country or which is an international Organization, (i.e. University of California, \_\_\_\_\_).

***Researcher***: means the researcher named in the Grant Agreement (i.e. [FELLOW NAME]), and appointed by the Beneficiary to benefit from the research training activities of the Project.

***Beneficiary:*** the Party to this Partnership Agreement which has signed a separate agreement [GRANT NUMBER] with the European Commission with respect to its participation in the Project, (i.e. [NAME OF EU MEMBER ORGANIZATION])

***Secondment Period:*** or “Outgoing Phase,”means the period of the Project spent by the Researcher at the Partner Institution premises as indicated in the Grant Agreement (of the Grant Agreement [GRANT NUMBER]).

***Re-integration Period:*** or “Return Phase,” means the period of the Project spent by the Researcher at the Beneficiary’s premises to carry out his/her research training activities after the Secondment Period.

***Project:*** means all work referred to in the Grant Agreement [GRANT NUMBER].

1. General Conditions

The Parties agree that the Researcher is expected to work and participate only on the Project during the Secondment Period and not on any other research conducted by any employee of Partner Institution. The Partner Institution will designate a scientist, [PI NAME], to supervise the research training activities of the Researcher during the Secondment Period.

1. Infrastructure Facilities and Equipment

The Partner Insitution will make available as necessary 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 Researcher.

The Partner Institution will provide the Researcher throughout the Secondment Period, the same standards of safety and occupational health as those awarded to local postdoctoral researchers holding a similar position.

The Partner Institution will provide throughout the Secondment Period reasonable assistance to the Researcher in all administrative procedures required by the Beneficiary’s relevant authorities, as well as in all administrative procedures, such as visas, work permission required by the relevant authorities of the Partner Institution.

1. Funding

The Beneficiary shall pay all costs associated with Researcher’s affiliation with the Partner Institution during the Secondment Period and as provided in the Grant Agreement:

The Beneficiary shall transfer all funds awarded to Beneficiary under the Grant Agrement for the Researcher’s Secondment to the Partner Institution.

These funds are categorized as:

Category 1 – Living Allowance

 Category 2 –Mobility Allowance

 Category 3 –Contribution to Training Expenses

 Category 5 –Overheads

Any additional costs incurred because of the Researcher’s affiliation with Partner Institution and the completion of the Project at the Partner Institution must be paid for by the Beneficiary.

Costs incurred at Partner Institution for the Project are subject to the regulations of the Grant Agreement annexed to this Agreement. Partner Institution shall keep the invoices for costs covered under Project funds and will provide Beneficiary with copies, if requested.

Payment shall be made within 45 days of receipt of a fully executed Partnership Agreement via electronic funds transfer to the following account:

 Name of Bank:

 Address:

 Account Name:

 Account Number:

 Routing Transit Number:

Payment will be made in US dollars at the relevant exchange rate at the time of payment.

1. Patents and Inventions

Inventorship of developments or discoveries first conceived or reduced to practice under this Partnership Agreement (“**Foreground Inventions**”) will be determined in accordance with U.S. Patent Law.

Disclosure, title, and rights to Foreground Inventions shall be in accordance with the Patent Acknowledgment referenced above signed by the Researcher. Accordingly, the Researcher shall disclose Foreground Inventions to Partner Institution’s authorized campus licensing office. All right, title and interest in any Foreground Inventions made by the Researcher in the performance of the Project under this Agreement shall be jointly assigned to, is hereby jointly assigned to, and jointly owned by Beneficiary and Partner Institution. The Parties agree that each Party will have an equal and undivided interest in such Foreground Inventions. Beneficiary and Partner Institution will discuss in good faith how best to manage such Foreground Inventions. Parties may sign an inter-institutional agreement to outline who will take the lead in commercializing the technology. Distribution of income will be determined after consideration of the Parties’ contractual obligations and use of resources from which the Foreground Invention arises. Both Parties agree and acknowledge that no other agreement will supercede or alter the terms and conditions of this Agreement or create a conflict with the intellectual property rights and obligations hereunder.

Notwithstanding the foregoing, if: (1) Researcher conceives or develops any invention at Partnership Institution after the Secondment Period or while participating in research activities other than the Project; and (2) during the course of utilizing any Partner Institution research facilities, or any gift, grant or contract research funds received through Partner Institution (“**non-Project Foreground Invention**”), then standard UC Patent Policy will apply. UC Patent Policy can be found at: <http://policy.ucop.edu/doc/2500493/PatentPolicy>. To the extent that Beneficiary is deemed to directly hold any rights to any non-Project Foreground Inventions by virtue of its employment of Researcher, Beneficiary hereby assigns to Partnership Institution any and all of its rights, title and interest in non-Project Foreground Inventions.

1. Confidentiality

During the course of this Partnership Agreement, both Parties agree that a primary reason for the Researcher’s presence on the campus is the fluid interaction between the Researcher and the university research community, including faculty, researchers, and students. As such, it is the intention of the Parties that the majority of the interaction involve the sharing of data that are not confidential to either Party.

Nevertheless, during the course of this Partnership Agreement, either Party may elect to provide the other with certain information or material which it considers proprietary and which it wishes to be held in confidence. In this case, the Party disclosing the information shall indicate its confidentiality at the time of disclosure, and shall further reduce the information to writing within thirty (30) days marking it as “confidential,” hereinafter referred to as “**Confidential Information**.” Except as required by law, the receiving Party will receive and hold such “Confidential Information” in confidence to the same degree of care that recipient uses with its own information of like kind to prevent its disclosure to third parties. This obligation will continue in effect for five (5) years after expiration or termination of the Partnership Agreement.

“Confidential Information” shall not include that which: (1) is now public knowledge or subsequently becomes such through no breach of this Partnership Agreement; (2) is rightfully in the other Party’s possession prior to disclosure as shown by its written records; (3) is rightfully disclosed to the receiving Party by a third party; (4) is independently developed by or for the recipient without use of “Confidential Information” received from the disclosing Party, or (5) is required to be disclosed by the California Public Records Act or other applicable law.

1. Rights in Data and Publications

Partner Institution will have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information that is: (a) generated by Partner Institution under this Partnership Agreement, or (b) received that is not Beneficiary’s “Confidential Information.”

Beneficiary and Partner Institution will have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information first created by: (a) the Researcher or jointly by the Parties, and (b) directly generated in the performance of the Project under this Partnership Agreement (“**Foreground Copyrightable Works**”) .

If a joint publication is mutually desired, each Party agrees to recognize the contributions of the other in accordance with standard scientific conventions applicable in the university setting, and will advise the other Party of any review needed within its own organization prior to publication. Such review may include a comment period, and/or a review for inadvertent disclosure of “Confidential Information” of up to thirty (30) days in length. Either Party may request that publication be delayed up to an additional sixty (60) days or such longer period as may be mutually agreed to allow a patent application to be filed. No other approval of the publication shall be permitted.

All publications or any other dissemination relating to the results of the Project shall include the following statement:  "The research leading to these results was supported by a Marie Curie International Outgoing Fellowship under Grant Agreement no. [GRANT NUMBER]."

1. Publicity

Neither Party will use the name, trade name, trademark or other designation of the other Party in connection with any products, promotion, or advertising, without the prior written permission of the other Party. California Education Code Section 92000 provides that the name “University of California” is the property of the State of California and that no person shall use that name without permission of The Regents of the University of California. The Beneficiary and Partner Institution may use the name of the other in factual statements regarding the status of the Researcher.

1. Third-Party Obligations

The Parties do not anticipate that the Researcher will participate in research activities other than the Project, as the Parties agree that Researcher’s work under this Agreement is limited to the Project. However, should Researcher be exposed to other Partner Institution research activities that are subject to third-party obligations, Beneficiary and Researcher acknowledge that Researcher is bound to do all things necessary to enable Partner Institution to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by Partner Institution. In the event of a conflict between the terms of this Partnership Agreement and those obligations, the obligations to Partner Institution’s research sponsors shall take precedence.

For convenience of the Beneficiary and Researcher, a list of pre-existing contract and grant projects to which the Researcher may be exposed to during his/her stay will be provided upon request. However, Researcher will not participate in any additional projects without the prior written permission of Partner Institution. Upon Researcher’s request, Partner Institution shall provide Researcher with information concerning the funding source(s) of any other research activities on which Researcher is participating. Beneficiary and Researcher acknowledge that these third-party obligations could potentially result in other sponsors being granted access to data, publication, or inventions involving the work of Researcher.

1. Period of Coverage and Termination

This Partnership Agreement shall be in effect during the Secondment Period. The duration of the Project shall be from the START DATE and continue through END DATE, unless extended by mutual written agreement between the Beneficiary and Partner Institution or unless sooner terminated upon the giving of written notice to the other Party, as provided herein.

This Partnership Agreement may be terminated by either Party upon the giving of thirty (30) days advance notice. In the event of termination, the Researcher’s access to Partner Institution facilities, and access to any gift, grant or contract research funds of Partner Institution will be automatically terminated at a date set by Partner Institution following consultation with the Researcher, but no later than the effective date of the termination.

1. Notices

When any notices are sent related to this Partnership Agreement, they shall be mailed via first class mail to the following addresses:

Partner Institution:

Beneficiary:

1. Insurance

[TO BE ADDED BY THE CAMPUS, AS APPROPRIATE]

1. Indemnification

Beneficiary shall defend, indemnify, and hold Partnership Institution, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees), or claims for injury or damages arising out of the performance of this Partnership Agreement but only in proportion to and to the extent such liability, loss, expense, attorney’s fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Beneficiary, its officers, agents, or employees.

Partnership Institution shall defend, indemnify, and hold Beneficiary, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees), or claims for injury or damages arising out of the performance of this Partnership Agreement but only in proportion to and to the extent such liability, loss, expense, attorney’s fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Partnership Institution, its officers, agents, or employees.

**[EU ORGANIZATION] (Beneficiary): THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:**

Authorized Beneficiary Representative

Signature: Signature:

Authorized Beneficiary Representative

Name: Name:

 Title: Title:

Date: Date:

**Read and Understood**

**Researcher:**

Signature:

Name:

Title:

Date: