# Collaborating Institution Agreement

This agreement (“Collaborating Institution Agreement”) is made on <insert date>, by and between

**Politecnico di Torino - Co-ordinator**

established in Corso Duca degli Abruzzi 24, 10129 TORINO - ITALY, represented by Mr Marco GILLI, Rector and/or Mr Giovanni GHIONE, Head of Dipartimento di Elettronica e Telecomunicazioni, or their authorised representative, the beneficiary acting as Co-ordinator of the Consortium, hereinafter referred to as “Co-ordinator”

and

<INSERT COLLABORATING INSTITUTION DETAILS>

…….

hereinafter referred to as the “Collaborating Institution”

**PREAMBLE**

WHEREAS a Project entitled mPlane, hereinafter referred to as the Project, is funded under the Seventh Framework Programme of the European Community for research and technological development and demonstration activities (2007-2013);

WHEREAS the Beneficiaries of the Project signed the Grant Agreement n. *318627* with the European Commission, hereinafter referred to as the Grant Agreement, and a Consortium Agreement among them, hereinafter referred to as the Consortium Agreement;

WHEREAS the Co-ordinator is the Politecnico di Torino, whose responsabilities are defined in the art. II.2.3 of the Contract and in the art 3.1 of the Consortium Agreement;

WHEREAS the Beneficiaries wish to involve the Collaborating Institution in the activities of the Project;

WHEREAS the Co-ordinator is in charge of drawing and signing the Collaborating Institution Agreement on behalf of the Consortium, as defined in the art. 6.1 of the Consortium Agreement

**NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

**Art. 1 Definitions**

For sake of clarity, words used in this Collaborating Institution Agreement shall have the same meaning as that defined in the Grant Agreement which is enclosed in Exhibit B, and in the Consortium Agreement, which is enclosed in Exhibit C.

**Art. 2 Purpose of this Agreement**

The purpose of this Agreement is to specify the terms of the participation of the Collaborating Institution to the Project and to define its rights and obligations, including the provisions concerning Access Rights.

The Collaborating Institution agrees to co-operate pursuant to the terms of this Agreement in order to execute and fulfil the activities of the Project and perform the tasks designated in the plan of activities agreed with the PTC and enclosed in Exhibit A.

The Collaborating Institution will participate in the activities of mPlane on the terms and conditions stipulated in this Collaborating Institution Agreement.

This Agreement shall be regarded as connected to the Grant Agreement and to the Consortium Agreement and the Collaborating Institution shall be bound by the Grant Agreeement and to the Consortium Agreement. In particular, the Consortium Agreement shall apply between each Beneficiary on one hand and the Collaborating Institution on the other hand to establish rights and obligations in each such relation, as if the Collaborating Institution was a Party to the Consortium Agreement. In case of conflict between, on one side, this Collaborating Institution Agreement or parts of it and, on the other side, the Grant Agreement and Consortium Agreement, the latters shall prevail.

**Art. 3 Responsibility**

1. The Collaborating Institution hereby undertakes with respect to the Beneficiaries all reasonable endeavours:
* to diligently perform and fulfil actively all of its obligations under the plan of activities (Exhibit A);
* to ensure the accuracy of any information or materials it supplies to the Beneficiaries;
* to act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the Beneficiaries and in accordance with good business ethics;
* to participate in a co-operative manner to the meetings of the Project.
1. Each Beneficiary undertakes with respect to the Collaborating Institution all reasonable endeavours:
* to provide, provided it is able to do so, via the Co-ordinator, deliverables, information and reports which the Collaborating Institution may reasonable requires and which are necessary, from the point of view of the Beneficiary, in order to perform its duties under this agreement;
* to allow its participation to the meetings of the Project.

**Art. 4 Activities**

The Collaborating Institution will participate in the Project according to the tasks defined in the plan of activities and agreed by the PTC.

The Collaborating Institution shall submit a report of activities to the Co-ordinator every six months.

The Collaborating Institution will not be refunded for the expenses incurred in the implementation of the Project activities. The mobility from Collaborating Institutions may be funded by the hosting mPlane Beneficiary following a specific agreement with the hosting institution.

**Art. 5 Confidentiality**

When participating in the activities of the Project, the Collaborating Institution is bound by the confidentiality obligations as defined in the art. 4.3 of the Consortium Agreement. Also information given by the Collaborating Institution shall be treated confidential in accordance with the same art. 4.3.

**Art. 6 Ownership of Foreground**

Ownership and transfer of Intellectual Property Rights shall be regulated in accordance with the art. 4.1 of the Consortium Agreement as if the Collaborating Institution was a Party to the Consortium Agreement.

**Art. 7 Access Rights**

Access rights shall be provided in accordance with the art. 4.2 of the Consortium Agreement as if the Collaborating Institution was a Party to the Consortium Agreement.

**Art. 8 Publication**

Publication in connection with or relating to the Project shall be in accordance with the art. 4.4 of the Consortium Agreement.

**Art. 9 Duration and Legal provisions**

This Collaborating Institution Agreement shall come into force on the day of the last signature of the Co-ordinator and the Collaborating Institution.

This Collaborating Institution Agreement shall be valid until the end of the Grant Agreement and/or the Consortium Agreement, unless terminated upon decision of the PTC or by request of the Collaborating Institution by giving to the Co-ordinator three months written notice.

If the Grant Agreement and/or the Consortium Agreement is terminated for any reason, this Collaborating Institution Agreement will automatically terminate.

Articles 4,5,6,7,8 and this Article 9 shall survive the termination or expiration of this Agreeement.

The disputes that cannot be settled amicably, shall be finally settled according the art. 6.4 of the Consortium Agreement

This Collaborating Institution Agreement shall be governed by the Belgian law and without regard to Belgian law rules of conflict of laws.

When acting under this CA, each Party will comply with all relevant laws and regulations applicable to its performance hereunder, including (without limitation) the export laws and regulations of the European Union and of other relevant States.

This Agreement, made in English language, is made in two copies, the Project Co-ordinator and the Collaborating Institution receiving one duly signed copy hereof.

Authorised to sign on behalf of **Politecnico di Torino**

Name: Marco GILLI

Title: Prof

Function: Rector

or

Name: Giovanni GHIONE

Title: Prof

Function: Head of Dipartimento di Elettronica e Telecomunicazioni

Signature and stamp:

Date of signature:

Authorised to sign on behalf of **Collaborating Institution**

Name:

Title:

Function:

Signature and stamp:

Date of signature: