Cooparation Agreement

between

(1)   **EURASHE,** Ravensteingalerij 27/3, 1000 Brussels, for this Agreement represented by …

(2)   **The Universities of Applied Sciences network (UASnet)**, c/o Vlaamse Hogescholenraad (the Rector's Conference of Flemish Universities of Applied Sciences), Ravensteingalerij 27/3, 1000 Brussels, for this Agreement represented by ...

(3)   **Swissuniversities, Effingerstrasse 15, Postfach CH-3001 Bern,** represented for this Agreement by ...

(4)   **Hochschule Bayern – The Bavarian Universities of Applied Sciences – e.V.,** Hopfenstraße 4, 80335 München, represented for this Agreement by ...

(5)   **Österreichische Fachhochschul-Konferenz (FHK)**, Bösendorferstraße 4/11, A-1010 represented for this Agreement by .....

(hereinafter **"PARTY"** or **"PARTIES")**

§ 1 Subject of the Agreement

(1) Subject of this Agreement is the cooperation of the PARTIES within the joint initiative UAS4Europe.

(2) The PARTIES will work together to increasing the impact of applied research and innovation within Europe especially within the framework programme for research and innovation of the EU. The PARTIES believe there is an insufficiently used reserve of impact power resting with the UAS on European level.

§ 2 Performance of the Cooperation

The Cooperation will be carried out in close collaboration between the PARTIES to reach the ambitious goal mentioned under Article 1. Among others, the PARTIES will prepare in close cooperation statements and position papers to various initiatives, programs and funding schemes of the EU and will publish them on the website of the UAS4Europe initiative and by sending them to different stakeholders and individual contacts of each PARTY. Furthermore, the PARTIES will organize various events together and invite the stakeholders to such events collectively.

§ 3 Financial Contribution

Each PARTY will bear all its respective costs if not expressly otherwise agreed in an additional Agreement in writing.

§ 4 Date Exchange and Data Protection

(1) The PARTIES are aware of the European General Data Protection Regulation (GDPR).

(2) The PARTIES know, that according to the GDPR, 'personal data' means all information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(3) The PARTIES also know that the GDPR defines 'processing' as any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by

transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(4) As far as the PARTIES will organize events collectively the PARTIES will exchange adress lists of potntial participants to avoid multiple invitations of an individual. The PARTIES will not process personal data by themselves without authorization, and will not transmit this data or make it accessible to third parties without authorization. The PARTIES will use the exchanged adress lists only for UAS4Europe purposes.

(5) Any employees of a PARTY who could have access to the personal data processed on behalf of an other PARTY must be obliged in writing to maintain confidentiality, unless they are already legally required to do so via another written agreement.

§ 5 Confidentiality

(1) Each PARTY shall during the Cooperation and thereafter refrain from utilizing or disclosing any Information (as defined in 5.2) declared as confidential or obviously confidential, as well as business and trade secrets of the other PARTY that have been disclosed or otherwise become known during the Project Period in connection with the Project.

(2) For the purposes of this Agreement, the term "Information" shall include, but not limited to, Background, Know-how, Results, any commercial and technical information, such as formula, intentions, experiences, findings, ideas, designs, data, drawings and objects the PARTIES disclosed verbally, in writing or otherwise to each other, or have already done so.

(3) Neither PARTY will be in breach of any obligation to keep any Information confidential or not to disclose it to any other PARTY to the extent that it:

a) Becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential; or

b) Is obtained by the receiving PARTY from a third party in circumstances where the receiving PARTY has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other PARTY; or

c) Is known to the receiving PARTY before its receipt from the other PARTY, and not already subject to any obligation of confidentiality to the other PARTY; or

d) Is independently developed by the receiving PARTY; or

e) Is disclosed pursuant to the requirement of any law or regulation or administrative order or the order of any Court of competent jurisdiction, and the disclosing PARTY has informed the other of the requirement and the information

required to be disclosed to give the other the opportunity to limit the disclosure as absolutely necessary.

Information shall not fall under the exceptions listed above just because they are comprised of general knowledge and experience that as such are included in the exceptions. Likewise, a combination of individual pieces of information shall not fall under the exceptions listed just because the individual pieces of information as such fall under the exceptions listed - unless the combination itself also falls under one of the exceptions listed.

(4) The PARTIES shall ensure that its employees, contractors and students (if any) involved in the Project will adhere to and comply with the before mentioned confidentiality obligation.

(5) This confidentiality obligation shall supersede all previous confidentiality obligations regarding the Cooperation within the UAS4Europe initiative.

(6) The confidentiality obligation shall survive the end of this Agreement by a period of five (5) years.

§ 6 Limitation of liability

(1) The work associated with this Agreement will be carried out in accordance with high academic standards and reasonable endeavors will be made to achieve the degree of reliability and accuracy appropriate to work of this kind.

(2) Except as otherwise set forth in this agreement, (a) the information and data is provided "as is"; (b) the providing PARTY makes no representations, and extends no warranties of any kind, either express or implied, with respect to the information and date; and (c) there are no express or implied warranties of merchantability or fitness for a particular purpose.

(3) The PARTIES shall be liable to the extent of their statutory liability obligation.

§ 7 Term and Termination

(1) This Agreement shall be valid for a fix period of 3 years after Effective Date.

(2) This Agreement may be terminated within this 3 years by written notice by either PARTY, if another PARTY breaches this Agreement in any material manner and shall have failed to remedy such default within thirty (30) days after written notice thereof by the terminating PARTY.

(3) After the fix period of 3 years this Agreement may be terminated by written notice by either PARTY with a time limit of 6 month to the end of the year. Termination of this Agreement by one PARTY will not affect the validity and continuity of the Agreement between the remaining PARTYs. Termination of this Agreement a PARTY will not

affect the rights and obligations of this PARTY that were in place prior to the effective date of termination.

§ 8 Miscellaneous

(1) This Agreement constitutes the entire agreement between the PARTIES relating to its subject matter. No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each PARTY's representative.

(2) If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

(3) This Agreement is governed by, and is to be construed in accordance with, Belgium law under exclusion on the laws of conflict of laws and CISG.