

Agreement on Inter-Alliance Cooperation

EU-CONEXUS European University for Smart Urban Coastal Sustainability (*and all the Members of this Alliance*) and The European University of the Seas (SEA-EU) (*and all the Members of this Alliance*), hereinafter called the “Parties”, desire to establish a structured **Inter-Alliance cooperation agreement**.

Whereas:

[1] The European Council reckoned in their Conclusions in December 2017 the need to strengthen “*strategic partnerships across the EU between higher education institutions [...] consisting in bottom-up networks of universities across the EU which will enable students to obtain a degree by combining studies in several EU countries and contribute to the international competitiveness of European Universities*”.

[2] The European Commission, via the European Education and Culture Executive Agency, launched in 2019 and 2020 calls for proposals aimed at higher education institutions willing to develop alliances with long-term, sustainable common strategies. 41 Alliances involving higher education institutions from all participating countries in the Erasmus+ programme were selected.

[3] In 2020, the European Commission, via the European Research Executive Agency, launched a call for proposal to support the research aspect of the European Universities beneficiaries of the first call of the European Universities initiative. This call for proposals and the projects granted focus on contributing to the development of a common research agenda, a better sharing of research resources and infrastructures, improving researchers’ careers, and reinforcing digitalization and open science practices across these alliances.

[4] Furthermore, this H2020 call included as a priority the negotiation and development of cooperation agreements between European Universities, with the aim of sharing good practices and collaborating to take advantage of common opportunities and to solve successfully common challenges.

[5] During the creation of the project proposal for their H2020 projects, members of SEA-EU and EU-CONEXUS acknowledged the existing similarities between both projects, and made the decision of

opening a path for further collaboration between both Alliances. Therefore, mutual learning was established as a project goal in both reSEArch-EU and EU-CONEXUS-RFS, and the creation of a cooperation agreement between SEA-EU and EU-CONEXUS was set as a project deliverable in both H2020 projects.

[6] Both Parties acknowledge that, in the moment when this document is produced, the European Universities lack the legal entity which is needed to contract legally binding obligations in their own name. Therefore, this cooperation agreement is understood as a memorandum of understanding between two Consortia committed to the improvement of the higher education system in Europe.

[7] The first meeting with representatives of EU-CONEXUS and SEA-EU took place on 18 June 2021, when the Coordinators of both Alliances met each other along with the project managers assigned for their respective H2020 Projects (i.e., EU-CONEXUS-RFS and reSEArch-EU). In this meeting, the commitment to collaborate and to learn from each other was confirmed, and future meetings between project managers from both sides would be held in the next months to plan the specific steps to give for the creation of the Inter-Alliance Cooperation Agreement.

[8] The meetings between project managers of EU-CONEXUS-RFS and reSEArch-EU were held on 9 and 23 September 2021. In these meetings, a roadmap and a timeline for the production of the agreement were defined, and nominations of observers in the other project's tasks were made by both sides. Joint Working Groups on Research Infrastructure, Research Agenda and Dissemination were established, with the participation of observers from both Alliances. The first meetings of the Joint Working Groups were held on 13 October, 24 and 25 November, and 11 January.

The Parties wish to establish a **Pilot Inter-Alliance Agreement** covering the terms and conditions of their collaboration, and agree as follows:

Article 1. Definition and scope the Inter-Alliance Cooperation Agreement

- 1.1. This Agreement establishes the terms and conditions under which collaboration between the Parties will be conducted, as well as the methodology, structures and procedures that will be put in place to allow for mutual learning and common understanding.
- 1.2. The Parties commit themselves to cooperate mutually and in good faith for the successful completion of the objectives set for the European Universities. In doing this, they shall help each other to thrive in the current context of disruptive change and evolution for higher education institutions across Europe.
- 1.3. This Agreement is applicable to the tasks, milestones and deliverables set by the Grant Agreement N° 101017454 – EU-CONEXUS-RFS, in force between EU-CONEXUS and the European Commission, and the Grant Agreement N° 101017454 – reSEArch-EU, in force between SEA-EU

and the European Commission, in which collaboration between the two European Universities is explicitly foreseen.

- 1.4. If agreed by consensus, the Parties may decide to extend the scope of this Agreement to activities not explicitly foreseen in their respective Grant Agreements, and/or to tasks contained in other projects managed by the same Parties. The amendment process shall abide by the terms specified in Article 6.

Article 2. Interests and commitments

2.1. Shared interests:

2.1.1. As pilot initiative developing an inter-university campus, the Parties are pioneering in establishing a structured cooperation framework for partner universities in their respective Alliances. They work on creating a fully-fledged and long-term environment for students and staff for learning and teaching, research and innovation and societal engagement activities.

2.1.2. The Parties have chosen to focus on an interdisciplinary range of education and research needs responding to societal challenges concerning the coastal region (EU-CONEXUS) or the seas and oceans (SEA-EU). From this overlapping common ground shared research interests will easily be identified, and joint project and innovation activities will strengthen excellence building and promote knowledge transfer on a larger geographical and disciplinary scale.

2.1.3. At the same time, both being engaged in Alliance building, the more operational and technical experiences of how to create a common research area, how to promote actively brain-gain in their respective geographical areas and how to align operational rules and tools is a very practical outcome of the cooperation. In a second step the identification and implementation of tools for promoting the inter-Alliance research network is envisaged.

2.2. General commitments and the role of the Parties in the frames of the Inter-Alliance Agreement and cooperation:

2.2.1 The Parties acknowledge that the success of the Inter-Alliance cooperation requires a cooperative working relationship based upon good communication structures and teamwork spirit between the Parties at all levels.

2.2.2 The Parties confirm their intention to establish and develop the Inter-Alliance cooperation in accordance with the principles set out in this Agreement with a view to advancing their mutual best interests.

2.2.3 The Parties are responsible for carrying out the activities attributed to them and shall conduct the work in accordance with the Work Plans set by the Inter-Alliance Working Groups, employing their abilities to achieve the defined results and taking full responsibility for their work in accordance with the accepted professional principles.

2.2.4 Parties shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the Inter-Alliance Agreements and the Work Plans.

2.2.5 Parties shall promote among their respective staff activities such as mobilities and job shadowing exercises that will allow for mutual learning of the management procedures established by both.

2.3. Specific commitments and the role of the Parties in the framework of the Inter-Alliance cooperation:

2.3.1 To ensure adequate communication with the other beneficiaries: stakeholders and civil society.

2.3.2 To support each other in fulfilling the following tasks:

In EU-CONEXUS-RFS:

- Task 4.3. Developing a common policy and strategy for access to joint infrastructure and services
- Task 2.2. Development of the Smart Urban Coastal Sustainability Research Community.
- Task 7.2. Dissemination towards other European Universities

In reSEArch-EU:

- Task 2.3. Remote work and remotization of infrastructure for research and innovation
- Task 6.3. Design of a SEA-EU common long-term Research Plan.
- Task 7.1. Dissemination activities.

2.3.3. To notify each other of any delay in the individual implementation of the action, as well as of any important other deviation (e.g. replacement of the main contact person, deviations from the work plan, etc.).

2.3.4. To inform each other of any change in its legal, financial, technical, organizational or ownership situation and of any change in its name address or legal representatives.

2.4. Good practices in internal communication and external dissemination.

2.4.1. Each Party acknowledges that the success of the Inter-Alliance cooperation will require a cooperative working relationship based upon good communications and team work between the Parties at all levels.

2.4.2. The Inter-Alliance cooperation is based on respect, professionalism, quality, active involvement, expert assistance and is supported and encouraged and strengthened in the activities of other working groups and committees of both Alliances.

2.4.3. The Parties shall ensure adequate promotion of the Inter-Alliance cooperation and commit to playing a proactive role in any action organized to capitalize on, exploit and (or) disseminate the results of the Inter-Alliance cooperation.

2.5. Individual legal obligations held individually by each Party

2.5.1 Parties shall be responsible for the sound financial management and cost efficiency of the funds allocated to the joint activities.

2.5.2 Parties are individually responsible for complying with any legal obligations incumbent on them.

2.5.3. The Parties confirm that they respect the social and labour legislation of their and other countries, regarding the costs of staff contributing to the Inter-Alliance collaboration.

Article 3. The Inter-Alliance Management Committee

3.1. The Inter-Alliance Management Committee is the body in charge of the negotiation and development, reform and update of the Inter-Alliance Cooperation Agreement. It will also be the body overseeing the general functioning of the Joint Working Groups, organized as stated in article 4.

3.2. The Management Committee will have four members: the two Coordinators of the SwafS Projects (reSEArch-EU and EU-CONEXUS-RFS), and the two Project Managers assigned to such projects. If the Project Coordinators for the SwafS Projects and the Erasmus+ project were different people, the latter can also ask for their participation in the meetings of the Inter-Alliance Management Committee.

3.3. The Project Manager for reSEArch-EU will act as a Chairperson of the Inter-Alliance Management Committee and shall circulate the meeting agenda and take the meeting minutes.

Article 4. Mutual learning system: the Joint Working Groups

4.1. The Mutual Learning System is the set of working groups and procedures put in place by the Parties to learn from each other in the implementation of their respective projects. It is inspired by the similarities in the transformative modules addressed by both Parties, and it is prone to further development over time, in accordance with article 1.4 and 6, as both Alliances develop new projects with common approaches and interests.

4.2. The Mutual Learning System is inspired by the similarities between the Parties regarding their general missions as Higher Education Institutions, their common research interests and a shared approach to higher education as a useful tool to boost more sustainable societies.

4.3. The Mutual Learning System aims to achieve three general objectives:

- Identification of accelerators and barriers in the completion of the work to be done by both Parties in their respective projects.
- Assessment of current practices in technical management and dissemination, especially considering the specific framework in which the European Universities must thrive.
- Collaboration in the completion of those project tasks for which the participation of observers had been explicitly foreseen in the Descriptions of Action of the H2020 Projects implemented by the Parties.

4.4. The Joint Working Groups:

4.4.1. The Joint Working Groups are constituted as bodies made up of participants from both Parties with a focus on certain project tasks that are similar in the H2020 projects of both Parties.

4.4.2. Considering the common transformative modules addressed by the H2020 Project of the Parties, three Joint Working Groups are established:

- Joint Working Group on Research Agenda. It will coordinate the participation of observers in activities in *Task 2.2 – EU-CONEXUS-RFS (Development of the Smart Urban Sustainability Research Community)* and *Task 6.3 – reSEArch-EU (Design of a SEA-EU common long-term research plan)*.
- Joint Working Group on Research Infrastructure. It will coordinate the participation of observers in activities in *Task 4.3 – EU-CONEXUS-RFS (Developing a common policy and strategy for access to joint infrastructures and services)* and *Task 2.3 – reSEArch-EU (Remote work and remotization of infrastructure for research and innovation)*.
- Joint Working Group on Dissemination. It will serve as a contact point for discussion on how to improve dissemination in the framework of the European Universities and their nested

projects, as well as to share information on relevant public events in which participants from the other Party could be included.

4.4.3. Each Party nominates 1-2 individuals to three working groups: “Research Agenda”, “Research Infrastructures” and “Dissemination”. Each Party has the right to replace their respective representatives in these working groups, giving notice the other Party. In addition, new groups may be created and obsolete. Working groups prepare their Work Plans and agree on meetings frequency.

4.4.4. The Project Manager for EU-CONEXUS-RFS will act as a Chairperson of the Joint Working Groups for Research Infrastructure and Research Agenda and shall circulate the meeting agenda and take the meeting minutes. In the same terms, the Project Manager for reSEArch-EU will act as the Chairperson for the Joint Working Group for Dissemination.

Article 5. Quality assurance in Inter-Alliance meetings

5.1 The following rules will be applied to both meetings of the Inter-Alliance Management Committee and for those of the Joint Working Groups.

5.1.1 The Inter-Alliance Management Committee and the Joint Working Groups shall meet at such times and places as it shall determine appropriate to carry out its responsibilities hereunder.

5.1.2. Each Party, through their representatives, may call a meeting of the Inter-Alliance Managing Committee or the Joint Working Groups by giving written notice thereof to the Chairperson and the members of the other Party.

5.1.3. All decisions will be made by consensus.

5.1.4. The quorum (half of members) for a meeting shall be kept. If the quorum is not reached, the Chairperson shall convene another ordinary meeting within fourteen (14) calendar days. If, in this latter meeting the quorum is also not reached, the Chairperson shall convene an extraordinary meeting which shall be entitled to take decisions even if less than a quorum of members is present or represented.

5.1.5. Any expert or other qualified person may be invited to attend meetings to advise or (and) observe such meetings accordingly. For the avoidance of doubt, such persons shall not have the right to vote.

5.1.6. To all the above-mentioned procedures and activities arising in the framework of the Inter-Alliance cooperation, physical, internet-based (i.e., virtual) or telephone-based communication, or mixed meetings will be applied.

5.1.7. The working language of the partnership shall be **English**. All Parties commit in allocating to the Inter-Alliance cooperation staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

5.1.8. After every meeting, the Project Manager acting as Chairperson for that body will send to the other Project Manager the minutes for internal validation. Once they validate it, the minutes will be circulated among all meeting participants, who can send their comments. The minutes shall be approved in the next meeting of the same body.

Article 6. Intellectual property

6.1 In accordance with the terms and conditions of the Inter-Alliance Cooperation Agreement, title and interest in and to intellectual property belonging to each of the Party prior to this collaboration, including, but not limited to, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property, registered or otherwise, shall remain with that Party throughout the duration of the Inter-Alliance Agreement and forever thereafter.

6.2 For any intellectual property created or developed because of this collaboration, the Parties agree to joint ownership under relevant copyright law. If one Party receives an offer regarding licensing or other exploitation of any joint work, that Party agrees to immediately notify the other Party so the offer can be discussed and decided upon.

Article 7. Resolution of controversies

7.1. In case of disagreement between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith.

7.2. Consensus shall be the preferred agreement formula for the resolution of any disputes.

7.3. If these personal resolution attempts fail, the Parties shall then submit the dispute to the Project Officers assigned for their SwafS Projects. The Project Officers will act as mediators, proposing non-binding resolutions that the Parties may accept by consensus.

Article 8. Amendments

8.1. Amendments can be proposed and made to this Inter-Alliance Cooperation Agreement at any moment when they are considered necessary, following the next procedure:

8.1.1. Each Party, through their representatives at the Inter-Alliance Management Committee, may call for a meeting to discuss an amendment proposal for this Inter-Alliance Cooperation Agreement by giving written notice to the Chairperson of such a Committee.

8.1.2. The Chairperson shall call for a meeting of the Inter-Alliance Management Committee to be held within thirty (30) calendar days after receiving notice of the amendment proposal.

8.1.3. Any amendments to this agreement must be made in writing by means of a reform, addendum or a supplementary agreement hereto and become effective when signed by authorised legal representatives of both Alliances. No oral agreement may bind the parties to this effect.

8.1.4. Decisions on the amendment will be made by consensus.


8.2. Once the Inter-Alliance Management Committee has agreed on the amendment of this Inter-Alliance Management Committee, the amendment proposal will be sent for internal approval to each Party's signatory.

8.3. If any condition within this Inter-Alliance Cooperation Agreement is found to be invalid or unenforceable the parties shall obtain the right to replace said condition with a similar enforceable provision as deemed necessary.

Signatures

This Inter-Alliance Cooperation Agreement is hereby acknowledged and approved by both parties:

As representative of EU-CONEXUS, and with the approval of the Research Council, Isabella Baer-Eiselt, Executive Director of EU-CONEXUS.


L 15/2/2022
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(Name, surname, signature, date, stamp (if applicable))

As representative of SEA-EU, and with the approval of the Extended Executive Committee, Fidel Echevarría, General Coordinator of SEA-EU.

A 14/3/2022
Fidel Echevarría Navar 



(Name, surname, signature, date, stamp (if applicable))

Two hard copies of this agreement are hand signed.