

**COLLABORATION AGREEMENT**  
**ON THE FUNCTIONS AND FUNDING OF**  
**EUROPEAN RESEARCH INSTITUTE FOR SOCIAL WORK (ERIS)**

**1. PARTIES**

**University of Ostrava**, Dvořákova 7, 701 03 Ostrava, Czech Republic

**Catholic University of Eichstätt-Ingolstadt**, Faculty of Social Work  
Ostenstrasse 26, Kollegengebäude/Bau E, 85072 Eichstätt, Germany

**University of Hertfordshire**, School of Social, Community and Health Studies  
College Lane Hatfield, Hertfordshire AL10 9AB, United Kingdom

**Université Catholique de Lille**, Institut Lille Vauban  
83 Boulevard Vauban – Campus Saint-Raphaël, 59044 Lille Cedex, France

**University of Kuopio**, Business ID: 0245899-8, Department of Social Work and Social Pedagogy  
P.O. Box 1627 ,70211 Kuopio, Finland

**Trnava University**, Faculty of Health, Care and Social Work  
Hornopotočná 23, 918 43 Trnava, Slovak Republic

**Catholic University of Nordrhein-Westfalen KFN NW**, Fachbereich Sozialwesen Köln  
Wörthstrasse 10, 50668 Köln, Germany

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

**2. PURPOSE OF THIS AGREEMENT**

The Parties possess a tradition and knowledge on the field social work related research, which they desire to share and develop further. For this purpose, the University of Ostrava shall establish the European Research Institute for Social Work ("ERIS"). The Parties to this Agreement shall constitute the Advisory Board of ERIS aiming at theory building and research as well as knowledge transfer within the sector of social intervention in Europe.

The Purpose of this agreement is for the Parties to commit themselves to *the Statutes and Articles of the European Advisory Board of the European Research Institute for Social Work* (hereinafter the "Statutes")(Annex 1) constituting the basic principles of the collaboration and the administrative structure. This Agreement shall serve as declaration of membership of the Parties.

Therefore, the Parties agree as follows:

**3. TERM OF THIS AGREEMENT**

This Agreement shall enter into force as from the date of its signature by all the Parties having a retroactive effect as of 1. October 2007

The Agreement shall be in force for the time being. The Agreement shall be terminated automatically upon the ending of the membership of the European Advisory Board in accordance with Article 7 of the Statutes (Annex 1).

#### **4. OBLIGATIONS OF THE PARTIES**

The Parties shall conclude separate agreements concerning projects and funding for the cooperation when needed in order to regulate particular research projects.

The Parties shall agree on inter alia the following matters in such agreements:

- project organisation and implementation
- financing and terms of payment
- confidentiality
- project management
- publication procedures
- liabilities
- IPR & access rights

#### **5. PUBLICATIONS**

The common aim of the Parties is to produce scientific outputs as a result of the collaboration. The Results shall be published in international scientific journals or made available in an equivalent way. The results will be published in accordance with good international standards for publication of scientific results.

If the Result is based on the cooperation and the Parties have contributed to it, the publication shall be coordinated. Each Party shall be acknowledged appropriately in the publications they have contributed to.

#### **6. FUNDING**

The University of Ostrava shall be responsible for acquiring the funding of ERIS. This Agreement shall not constitute any responsibilities for the Parties to take part in the funding of ERIS, which shall be in the sole discretion of the Parties in accordance with Article 4 of the Statutes (Annex 1). The funding of particular research projects is agreed separately between the Parties in respective project agreements.

#### **7. CONFIDENTIAL INFORMATION**

Confidential Information that one Party receives from the other Party shall remain the disclosing Party's property. The Party receiving Confidential Information undertakes not to disclose Confidential Information to any third party and not to use Confidential Information for any other purpose than the Research Collaboration, without the disclosing Party's prior written consent. The term "Confidential Information" shall mean information which is clearly marked "Confidential Information" or, if disclosed orally, indicated to be confidential and within thirty (30) days reduced to physical form and marked "Confidential Information" by the discloser.

The receiving Party may only disclose Confidential Information to its staff on a need to know for the purpose of the Research Collaboration basis. The receiving Party shall take all reasonable steps needed to ensure that its staff and any other persons who become involved in the Research

Collaboration, enter into the same obligations of confidence as the receiving Party undertakes under this Agreement.

The foregoing shall not apply to any portion of information which is or shall have become part of the public domain through no fault of the receiving Party, or which is proved to have been already known to the receiving Party prior to its receipt from the disclosing Party, or which has come to the receiving Party's knowledge without restriction from a third party who is not in breach of confidence owed to the disclosing Party, or which is required to be disclosed by law or pursuant to a decision by a public authority.

The conditions of Confidential Information shall remain in force for a period of five (5) years from the date of disclosure. A longer period may be agreed between the Parties case by case.

## **8. LIABILITY**

No Party shall be held liable towards another Party for punitive damages, indirect or consequential loss or damage such as, but not limited to loss of profit, loss of revenue or loss of contracts, unless caused by wilful misconduct or gross negligence.

All claims shall be made within one (1) year calculated from the moment, when the damage occurred, or the Party suffering the damage became aware of the damage.

## **9. CONTACTS**

The Parties shall appoint contact persons to represent them in the annual meetings of ERIS and otherwise serve as the contact person in the purpose set forth herein:

The Parties may change their representative by giving a prior written notice to the other Parties.

The persons representing the Parties shall by no means be regarded as the Legally Authorized Representatives of the Parties which is deemed by the legislations of the respective jurisdictions of the Parties. Neither the contact persons nor the European Advisory Board shall be authorized to make legally binding decisions on behalf of the other Parties.

## **10. MISCELLANEOUS**

This Agreement will be construed in accordance with and be governed by the law in force in Belgium, excluding its principles on choice of law.

No party shall, without the prior written consent of the other party assign or otherwise transfer partially or totally any of its rights and obligations under this agreement.

Any changes to this agreement can only be made in writing by each party being represented by their legally authorized representatives.

Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

At all times during the term of this Agreement, the Parties agree to cooperate with one another and to use their reasonable best efforts to resolve any dispute between them by mutual agreements and

all other difficulties that may arise from time to time concerning their respective obligations under this Agreement.

Failing to reach an amicable settlement, the dispute arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a one (1) arbitrator appointed in accordance with the said Rules. The place of arbitration shall be in Brussels. The language to be used in the arbitral proceedings shall be English.

**ANNEXES:**

1. Statutes and Articles of the European Advisory Board of the European Research Institute for Social Work

**SIGNATURES:**

IN WITNESS THEREOF the Participants have caused this Agreement to be duly signed by the undersigned legally authorised representatives the day and year below written.

Institution: **Trnava University in Trnava** Signature:

Date:

**University of Ostrava**

**Prof. RNDr. Jiří Močkoř, DrSc.  
Rector**