

Non-Binding Template

Cooperation Agreement

between

[Institution]

[Address]

represented by [...]

– hereinafter referred to as “[Institution]” –

and

Higher Education Institution (HEI)

[Address]

represented by [...]

– hereinafter referred to as “[Higher Education Institution, HEI]” –

on Implementing the DFG Code “Guidelines for Safeguarding Good Research Practice”

[Translator's note: This is the English translation of an original German legal text. In the event of a discrepancy, the German text shall prevail.]

Preliminary Remarks

[Name of institution and brief description]

Article 1 Rules of Good Research Practice

On [date], the [HEI] implemented the DFG Code of Conduct "Guidelines for Safeguarding Good Research Practice" with legally binding effect. The corresponding set of rules is annexed to this agreement.

*Please select **one** option for implementing the rules of good research practice*

- ☐ The [Institution] is adopting the rules of the [HEI] for safeguarding of good research practice accordingly in the respective valid version. Consequently, the responsibility of the management of the [HEI] shall be replaced by the responsibility of the management of [...].

The [Institution] shall oblige its research staff and research support staff to comply with these rules, [e.g. by means of an employment contract or instructions].

The rules will be published on the website of [Institution].

- ☐ The [Institution] has drafted its own rules for safeguarding good research practice and has obliged its research staff and research support staff to comply with these rules.

The rules were approved by the DFG on [...].

Article 2 Ombuds System

*Please select **one** option for the regulation of the ombuds system:*

- ☐ The ombudsperson(s) of the [HEI] shall also be available as contact person(s) to the staff of [Institution] in matters of good research practice.

- ☐ The [Institution] shall appoint its own ombudsperson(s) to be available to its staff as contact person(s) in matters of good research practice.

The name and contact details of the ombudsperson(s) will be stated on the website of the [Institution].

Alongside access to the local ombudsperson(s), it is also possible to contact the nationwide ombuds committee, "Ombuds Committee for Research Integrity in Germany", whose contact details are also available on the website of the [Institution].

Article 3 Dealing with Scientific Misconduct

*Please select **one** option for establishing a commission for the investigation of allegations of scientific misconduct:*

- ☐ The commission for the investigation of allegations of scientific misconduct of the [HEI] shall also be available to [Institution].

If allegations of scientific misconduct are raised against staff members of the [Institution], the respectively valid rules of the [HEI] shall apply accordingly during the carrying

out of the procedure. Should this occur, , the responsibility of the management of the [HEI] shall be replaced by the responsibility of the management of the [Institution].

[In case the institution has its own ombudsperson(s)]

In view of the stated regulations, suspected cases will be reported to the investigative commission of the [HEI] by the ombudsperson of the [Institution]. The subsequent procedure will be determined in accordance with the rules of the [HEI].

[Optional]

The ombudspersons of the [Institution] are entitled to participate in the meetings of the investigating commission in an advisory capacity. Following a request, the ombudspersons of the Institution must provide the investigating commission with the necessary information. Recruitment decisions, investigation reports and other necessary documents will be provided to the management of the [Institution] following completion of the procedure led by the investigating commission.

- ☐ The [Institution] shall deploy its own commission in order to investigate allegations of scientific misconduct.

If allegations of scientific misconduct are raised against staff members of [Institution], the respectively valid rules of the [HEI] shall apply accordingly during the carrying out of the procedure. Should this occur, the responsibility of the management of the [HEI] shall be replaced by the responsibility of the management of the [Institution].

Article 4 Period of Validity and Entry into Force

This agreement is concluded for an indefinite period and enters into force on [date]. It may be terminated in writing for good cause with six months' notice to the end of a quarter. The [Institution] undertakes to inform the DFG without delay in the event of termination of the cooperation and, if necessary, to ensure that the DFG Code is implemented in another appropriate form.

Article 5 Obligation towards the DFG

The parties hereby acknowledge that their obligations under the aforementioned cooperation agreement are binding, also towards the DFG.

[Place, date, signature]

[Institution management]

[Place, date, signature]

[HEI management]

Further Optional Areas of Regulation

Only the above-mentioned aspects need to be bindingly regulated and declared to the DFG by the cooperation partners. In view of the internal relationship between the cooperation partners, further regulation may be needed; however, it is not mandatory for such content to be communicated to the DFG.

Please note that the following template is intended solely as a non-binding suggestion. It is based in particular on best-practice examples from our advisory experience. In accordance with the German Legal Services Act (Rechtsdienstleistungsgesetz – RDG), however, the DFG Head Office is not authorised to provide legal advice in individual cases. We are therefore unable to provide a binding assessment of whether such provisions require amendment or adjustment at your institution. In case of doubt, this should be clarified through your institution's legal department.

As an example, the following areas could be subject to regulation:

Payment of Costs

A higher education institution assumes tasks in scientific self-governance for the cooperating institution that involve the expenditure of resources. The DFG member organisations have in principle consented to assume the aforementioned tasks as part of the implementation of the DFG Code "Guidelines for Safeguarding Good Research Practice" 2019. In this respect, the institutions can come to an agreement concerning the bearing of costs.

The [Institution] undertakes to pay a lump sum of [...] per year for the use of the resources of the [HEI]. Moreover, in individual cases that are particularly time-consuming, the [HEI] reserves the right to charge a higher amount based on actual expenditure.

Data processing on behalf of the controller

Personal data may be processed during the respective procedures. This may require an agreement in accordance with Art. 26 or Art. 28 GDPR.

(1) The [HEI] conducts the procedure in the event of suspected scientific misconduct on behalf of the [Institution], based on the [regulation]. All personal data that the [HEI] receives for the purpose of conducting the procedure is processed on behalf of the [Institution] in accordance with Art. 28 GDPR.

(2) The types of personal data may include name, first name and contact details (e-mail address, telephone number). The data of employees of the [Institution] is processed. The sole purpose of the processing is the conduct of the procedure.

(3) Personal data is processed only on documented instructions issued by the [Institution]. The [Institution] undertakes to instruct its staff to comply with the [regulation] and to inform them of how to contact the [ombudsperson(s) and/or investigating commission] at the [HEI]. The [HEI] begins processing the personal data as soon as employees of the [Institution] make contact. No separate instruction on the part of the [Institution] is required for this purpose.

(4) Persons authorised by the [HEI] to process personal data are subject to a duty of confidentiality.

(5) The technical and organisational measures required under Art. 32 GDPR are implemented. In line with the nature of the processing, the [HEI] assists the [Institution], where possible, in fulfilling its obligation to respond to requests by data subjects to exercise their rights under Chapter 3 GDPR. Taking into account the nature of the processing and the information available to it, the [HEI] supports the [Institution] in complying with the obligations set out in Articles 32 to 36 GDPR.

(6) No sub-processors are used. Data is not transferred to third countries.

(7) The [HEI] provides the [Institution] with all necessary information to demonstrate compliance with the obligations set out in Art. 28 GDPR. It enables and contributes to audits and inspections to be carried out or commissioned by the [Institution].

(8) The [HEI] shall inform the [Institution] without delay if it becomes aware that an instruction appears to violate the GDPR or other data protection regulations of the EU or its member states.

(9) Once the data processing services have been completed, all personal data – including any copies – shall be deleted or returned, unless retention is required under EU or member state law.

Confidentiality

Certain procedures may require the disclosure of confidential information. For this reason, it may be advisable to include a separate clause governing this.

(1) The contracting parties undertake to treat as confidential any information transmitted under this agreement to themselves or their employees (in particular, knowledge, documents, tasks and business matters) relating to the other party, to make such information available to third parties only with prior authorisation, and to use such information solely for the purpose of executing this agreement. Confidential information includes all information expressly designated as confidential or whose confidential nature is evident from the subject matter. These obligations shall remain in force for a period of two years after termination of this agreement. Each party shall ensure that any employees or third parties involved in the cooperation respect this obligation of confidentiality.

(2) The confidentiality obligations do not apply if and insofar as the respective information is shown

- to be or to have become publicly known without breach of this agreement by the receiving party
- to have been lawfully obtained from a third party, or
- to have already been in the possession of the receiving party or to have been developed independently of the cooperation, or
- to have been disclosed after the disclosing party waives confidentiality in writing
- to have been disclosed in compliance with a legal or official order.

Liability

It may be advisable to include a clause on limitation of liability in the cooperation agreement. There are several options for structuring such clauses, depending on the desired scope.

- (1) The parties shall carry out their cooperation with the care customary at their respective institutions.
- (2) The [HEI] shall be liable only for intent and gross negligence. Liability for consequential and pecuniary losses is excluded. This does not apply to damages resulting from injury to life, limb or health.