The

**AUSTRIAN ACADEMY OF SCIENCES**

**AUSTRIAN ARCHAEOLOGICAL INSTITUTE**

represented by its Executive Director,

HR Priv.-Doz. Mag. Dr. Sabine Ladstätter,

Franz Klein-Gasse 1

A-1190 Vienna

Austria

and

**click here to enter text**

represented by

click here to enter text

enter into the following

**COOPERATION AGREEMENT**

# Preamble

The Austrian Archaeological Institute (OeAI) and **click here to enter text** propose a close cooperation in archaeological fieldwork activities. The following agreement serves to promote European scientific collaboration in this sense, and serves as a foundation for further cooperative undertakings.

# Article 1.

The Austrian Archaeological Institute in Vienna (headed by HR Priv.-Doz. Mag. Dr. Sabine Ladstätter) and click here to enter text agree to cooperate in interdisciplinary archaeological research. This cooperation can extend to every research project of both institutions. It is concerned primarily with fieldwork projects, participation in excavations, processing of materials, publications, and other mutual events or enterprises. The contents of the specific cooperative projects will be laid out in Article 2.

# Article 2.

The cooperative projects are:

* click here to enter text
* click here to enter text

# Article 3.

The results of the scientific work should be published either in publications of the Austrian Archaeological Institute or in other national and international organs of publication.

# Article 4.

The individual sections of the cooperation and the length of individual mutual research undertakings should be dependent on the scientific interests and the existing resources, and require additional consultation as appropriate. The costs for research stays at excavation sites, journeys etc. as well as the insurances associated with them will be borne by the individual institutions and/or their employees, according to their statutes.

# Article 5.

The planning, coordination and implementation of research projects which will be carried out in the context of this cooperation agreement are the responsibility of click here to enter text and click here to enter text.

# Article 6.

The agreement can be terminated by each contractual partner, within a time period of six months, in writing to the other contractual partner.

# Article 7.

The cooperation agreement becomes effective with the signing by both contractual partners, and is valid for a time period of five years. The contractual partners will communicate with each other, at the latest six months before the contract expires, whether the contract should be extended.

# Article 8.

(1) The contractual partners are liable only for property damage and financial damage caused by intent and gross negligence.

(2) For the violation of essential contractual obligations, the contractual partners are liable for intention and negligence. In the presence of simple negligence, the liability is limited to foreseeable and immediate damages typical for the contract. Essential contractual obligations are such obligations that protect the essential contractual legal positions of the contractual partners that are to be granted to them according to content and intent of the contract. Also essential are those contractual obligations which must be met to make the proper execution of the contract possible in the first place and which the contractual partner can reasonably expect to be complied with.

(3) The limitations/disclaimers of liability do not apply to claims arising from injury to life, body, or health.

# Article 9.

(1) Each contractual partner will treat confidentially all information and objects received from the other contractual partner and characterised as confidential with regard to third parties for two years after the termination of this contract or withdrawal from this contract.

(2) Oral information is only to be treated as confidential when it has been designated as confidential in its communication and subsequently summarised in writing, characterised as confidential and within 30 days of its communication conveyed to the other contractual partner.

(3) The above-mentioned confidentiality obligation is not in effect if and as far as the pertaining information/objects

* are generally known or
* without culpability of the receiving contractual partner become generally known or
* were or become legitimately obtained by a third party or
* already exist with the receiving contractual partner or
* were autonomously developed or become developed by the receiving contractual partner independently of the communication
* are to be made public due to law or due to official/judicial directive.

(4) The Austrian Archaeological Institute and click here to enter text recognise reciprocally the right and the duty to publicise the results of the work. Publications containing information and objects of each other contractual partner that are to be handled confidentially according to paragraphs 1 and 2 require the approval of the contractual partner, whereby the approval may not be unreasonably refused. If each contractual partner does not object to a publication presented to it within four weeks of the receipt of the documents, its approval is deemed to be granted.

In as far as doctoral or habilitation purposes are concerned, the Austrian Archaeological Institute will take into account the legal obligations and justifiable interests of the doctoral or habilitation candidate. With the mutual agreement to publish, the Austrian Archaeological Institute recognises that doctoral/habilitation theses created in the context of the project are to be published within the predetermined time period.

# Article 10.

(1) At the request of one of the two cooperation partners, negotiations concerning individual points of the cooperation agreement can be carried out.

(2) Alterations and supplements to this contract must be in writing. The demand that they be in this form can only be waived in writing.

(3) All previous agreements between the contractual partners regarding the subject matter of the contract are replaced by this contract; there are no verbal subsidiary agreements.

# Article 11.

Should a provision of this contract be or become ineffectual, this affects neither the efficacy of the remaining provisions nor the contract in its entirety. The provision should be retroactively replaced by a regulation that is legally permissible and that comes closest in its content to the original provision. The same is valid for existing gaps in the contract.

# Article 12.

(1) The contractual partners attempt to amicably resolve any differences of opinion amicably which might arise.

(2) The place of jurisdiction is Vienna. Austrian law applies.

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| HR Priv.-Doz. Mag. Dr. Sabine Ladstätter  Executive Director  Austrian Archaeological Institute |  | click here to enter text |
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| Priv.-Doz. Dr. Oliver Hülden, M.A.  Deputy Scientific Director of the Department of Historical Archaeology of the  Austrian Archaeological Institute |  |  |

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