

AGREEMENT

BETWEEN

Eidgenössische Technische Hochschule Zürich (hereafter referred to as “ETHZ”)

Rämistrasse 101, CH-8092 Zurich, Switzerland
Represented by its President, Joel Mesot
and its Vice-President for Research, Detlef Günther

and

Ecole polytechnique fédérale de Lausanne (hereafter referred to as “EPFL”)

Bâtiment CE – 3.316, Station 1, CH-1015 Lausanne, Switzerland
Represented by its President, Martin Vetterli
and its Vice-President for Academic Affairs, Jan Hesthaven

and

Sofia University “St. Kliment Ohridski” (hereafter referred to as “SU”)

blvd. Tsar Osvoboditel 15, BG-1000 Sofia, Bulgaria
Represented by its Rector, Prof. Anastas Gerdjikov, Dr.
and its Vice-Rector of Information Activities and Academic Staff, Prof. Eliza Stefanova

and

**The Government of the Republic of Bulgaria,
Represented by the Minister of Education and Science**

ETHZ, EPFL, SU and the Government of the Republic of Bulgaria will be hereafter individually referred to as “the Party” and collectively referred to as the “Parties”.

WHEREAS the Parties have signed a Memorandum of Understanding on 28.02.2021;

WHEREAS ETHZ and EPFL agreed to advice and mentor Sofia University “St. Kliment Ohridski” on the establishment and development of the Sofia Computer Science and Artificial Intelligence Institute (SCAI) within/to the Sofia University referred to as “Sofia Research Institute” (SCAI);

WHEREAS the new Sofia Research Institute (SCAI) shall be operating in the months to come by SU as an autonomous part of Sofia University and be governed according to the relevant rules valid for SU;

NOW AND THEREFORE

ETHZ, EPFL, on the one hand, and SU, the Government of Republic of Bulgaria, on the other, agree to the following:

Article 1 – Purpose of the Agreement

1.1. This Agreement shall outline the services of ETHZ and EPFL scientific staff to be provided to SU.

1.2. ETHZ and EPFL are engaged neither financially nor administratively in the build-up of SCAI. SCAI is not a joint Institute of SU and ETHZ or EPFL.

Article 2 – Services provided by Scientific Staff of ETHZ and EPFL

2.1. Participation of Scientific Staff of ETHZ and EPFL (e.g. faculty members) in SCAI's different boards and committees, conditioned on agreement of the individual ETHZ and EPFL professor or employee and according to ETHZ/EPFL Rules for secondary, external mandates. The participation of ETHZ and EPFL staff members in SCAI boards and committees staff will be *ad personam*, i.e. neither in the name nor on behalf of ETHZ or EPFL.

2.2. Full time EPFL/ETH professors may engage at SCAI as Guest Professors or Visiting Fellows at a maximum 20% pensum, for a limited time and under the other conditions according to the ETHZ/EPFL Rules for secondary, external mandates.

2.3. For avoidance of doubt, neither ETHZ nor EPFL shall have any financial commitment to SCAI or any Party to this Agreement.

Article 3 – Funds allocated by Bulgarian Parliament to SCAI

The Bulgarian government shall provide funding for the activities of the SCAI in the amount of 166 451 000 BGN for 10 years until December 31st, 2030.

Article 4 - Institute NAME and MEDIA PRESENCE

4.1 SCAI can promote itself as follows: “in partnership with ETH Zürich and EPFL” or similar for the duration of this Agreement. Each instance of use of this wording shall be subject to article 4.3.

4.2 All Parties agree in advance about major media announcements mentioning ETHZ and EPFL.

4.3 Neither Party shall use or refer to the name, logo or any other designation of the other Party without the prior written consent of that other Party. Such consent not to be unreasonably withheld or delayed.

4.4. The Parties shall immediately cease to use in any manner whatsoever such materials and the logos, trademarks or other intellectual property rights of the other Party upon termination or expiry of this Agreement for any reason.

Article 5 – Reporting

5.1 The Governing Board of SCAI approves and provides an annual report on the activities of the previous year no later than the end of February before all the Parties involved in this Agreement.

5.2 At any point in time, the Parties may ask for an independent audit and review of the SCAI. The costs of the review shall be borne by the SCAI.

Article 6 - CONFIDENTIALITY

6.1. Information provided under the Agreement shall be treated as confidential information if marked as confidential or which confidential nature is recognizable (hereafter “Confidential Information”).

6.2. Confidential Information may only be provided to others by consent of the Party that provided the information. Any consent may be subject to conditions to be defined by the disclosing Party.

6.3. The obligations herein shall not apply to any Confidential Information that:

6.3.1. were in the public domain or open to the public at the time they were transmitted to Recipient, or

6.3.2. became public or open to the public for reasons other than an action or omission attributable to Recipient, or

6.3.3. were in Recipient's possession, without any limitation regarding their disclosure at the time they were transmitted to Recipient, provided that such prior possession is supported by a written evidence, or

6.3.4. were obtained in good faith by Recipient and without any commitment relating to confidentiality from a third party entitled to disclose them.

6.4. Such obligations shall neither apply to any portion of Confidential Information required to be disclosed as a result of a court order, pursuant to a government action or the application of the Bulgarian Access to Public Information Act and the Swiss Freedom of Information Act, provided that the Recipient shall inform the Disclosing Party of any such order or action to give the Disclosing Party the opportunity to request a protective order.

Article 7 - LIABILITY

7.1 Each Party shall be liable for any damage caused by its activities and the Parties shall indemnify and hold each other harmless from any claims brought by third parties in connection with its activities.

7.2 No Party shall be liable to the other Party for any loss or damage of the other Party, unless in cases of wilful misconduct or gross negligence by the Party. In no case shall any of the Parties be liable to the other for indirect damages, such as loss of income or of availability of data or installations and any other consequential loss or damage of any kind.

7.3 For the avoidance of doubt, neither ETHZ nor EPFL shall be liable for any action or omission by their staff participating in SCAI boards or committees.

Article 8 - FINAL PROVISIONS

8.1 Any disagreement arising from or in connection with this Agreement shall be subject to discussion between the Parties or representatives designated by them. Should the Parties be unable to resolve any conflicts by amicably and by mutual Agreement, no Party may be held liable outside its national jurisdictions, applicable law being its domestic.

8.2 This Agreement shall be ratified by the Bulgarian Parliament following signatures of all Parties hereto. The Agreement shall enter into force on the day of entry into force of the ratification law, of which the Ministry of education and science of Bulgaria will promptly inform the other Parties. This Agreement shall expire on December 31st, 2030.

Notwithstanding the foregoing, ETHZ, EPFL or SU may terminate this Agreement and any amendment thereto without cause giving a six (6) month written prior notice to all the other Parties. Furthermore, this Agreement and any amendment thereto may be terminated by any Party in the event of serious unforeseen circumstances.

This Agreement and any amendment thereto may also be terminated by one Party with a 30 day prior written notice in case the other Party is in serious default with any of its obligations under this Agreement or the corresponding amendment, respectively, and if the defaulting Party has failed to rectify the default upon reasonable notice by the other Party.

8.3 Amendments to the Agreement can be made only in the form in which it entered into force as defined in Article 8.2.

8.4 The termination or expiry of this Agreement or any amendment thereto shall not affect the validity of those provisions which are by their nature meant to survive, including but not limited to Article 4.3 (Parties Name), Article 6 (Confidentiality), Article 7 (Liability) and Article 8.1 (Settlement of Disputes and Applicable Law).

8.5 This Agreement is drafted and signed in the English language.

8.6 This Agreement is the sole agreement between the Parties on the subject matter herein, and supersedes and replaces all previous oral or written agreements and understandings, including the abovementioned Memorandum of Understanding.

8.7 Nothing herein shall be deemed to constitute either Party as the agent or representative of the other Party, or both Parties as joint ventures or partners for any purposes. Each Party shall be an independent contractor, not an employee or partner of the other. Neither Party shall be responsible for the acts or omissions of the other Party, nor will neither Party have authority to

speak for, represent or obligate the other Party in any way without prior written authority from the other Party.

**Eidgenössische Technische Hochschule
Zürich (ETH Zürich)**

Joel Mesot
President

Detlef Günther
Vice-President for Research

(Place and date)

**Ecole polytechnique fédérale de Lausanne
(EPFL)**

Martin Vetterli
President

Jan Hesthaven
Vice-President for Academic Affairs

(Place and date)

Sofia University "St. Kliment Ohridski"

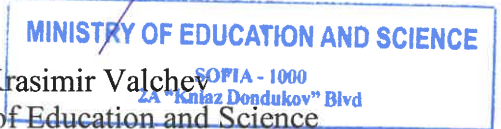
Prof. Anastas Gerdjikov, Dr.
Rector

Prof. Eliza Stefanova
Vice-Rector of Information Activities and
Academic Staff,

(Place and date)

**For the Government of the Republic of
Bulgaria:
the Minister of Education and Science**

Krasimir Valchev
Minister of Education and Science



(Place and date)