**Letter of intent**

**concerning**

[**specify subject of this letter of intent**]

### Parties

Uppsala University, through the Department of [department], [address] (hereafter “UU”)

and [Name], [address] (hereafter “[acronym]”) hereby sign the following letter of intent.

### Background and purpose

The parties wish to collaborate in order to jointly [describe the focus and purpose of the collaboration].

This letter of intent aims to describe the parties intentions within the framework of such a collaboration.

### Collaborative activities

To fulfill the parties intentions within the framework of the collaboration, the parties intend to collaborate on the following activities:

[Specify areas of collaboration. If appropriate, specify which party is responsible for which area of collaboration.]

If a party discovers that one or more activities should no longer be implemented, they should inform the other party of this.

### Contact persons

The contact person for each Party is:

At UU [name, telephone, email]

At [acronym] [name, telephone, email]

### Confidentiality commitment

In connection with the collaborative activities, the parties may disclose information of a confidential nature to one another.

"Confidential Information" refers to any information that a party (“Disclosing Party") shares with the other party ("Receiving Party") within the framework of collaborative activities, provided, in the case of written information, that the information was clearly marked as “confidential” at the time of delivery and, in the case of other information, the Receiving Party is clearly informed at the point of disclosure that the information is to be regarded as confidential and the Disclosing Party confirms this in writing within five (5) working days of the point of disclosure. However, Confidential Information does not include a) information that was already known by the Receiving Party at the time of receipt or that is developed by the Receiving Party independently of, and without having benefited from, Confidential Information received from the Disclosing Party, b) information that is or will be available to the public in a way other than through breach of this confidentiality commitment and c) information obtained by the Receiving Party from third parties without an obligation of confidentiality.

The Receiving Party undertakes to treat the received Confidential Information in a strictly confidential manner, not to disclose any part of it to third parties, not to use the Confidential Information for the specified purpose and not to disseminate Confidential Information within its own organisation to a degree beyond that which is necessary for the collaborative activities. The Receiving Party further undertakes to immediately notify the Disclosing Party if the Receiving Party discovers or suspects that Confidential Information or any part thereof has been disclosed to, or is in the possession of, any person who is not authorised to receive the information according to this confidentiality commitment.

Disclosure of Confidential Information as a result of a law, court order or mandatory official decision does not constitute a breach of this confidentiality obligation. The fact that information has been disclosed to third parties in this way does not in itself mean that the Receiving Party must continue to treat the information as if it is not Confidential Information.

Confidential Information must be returned to the Disclosing Party upon request or when the collaborative activities are terminated. However, the Receiving Party may keep any copies that must be kept for archiving in accordance with the law.

### Conditions

With the exception of Section 5 (Confidentiality Commitment), this letter of intent does not entail any binding commitments for either party.

The Disclosing Party makes no guarantees regarding the information provided, including Confidential Information. This is to in particular ensure that the information provided can be used for a specific purpose, without the risk of personal or material damage, without the need for permission from a public authority and to avoid the risk that its use constitutes an infringement of a third party’s intellectual property rights.

Each party bears its own costs due to the collaboration.

Neither party has any responsibility towards the other party in the event that the collaboration should be interrupted or terminated, or on any other grounds in connection with this letter of intent.

### Period of letter of intent

The parties intend to collaborate until further notice in accordance with this letter of intent, but not beyond [date].

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This letter of intent has been drawn up in two (2) original copies, of which each party has received one (1) copy.

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| --- | --- |
| Date: | Date: |
| Uppsala University  Department of […] | [ acronym ] |
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| Name: […]  Title : […] | Name: […]  Title : […] |
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