

**RESEARCH COLLABORATION AGREEMENT FOR [project name] PROJECT**

### Parties

The following ‘Agreement’ is hereby entered into between Uppsala University through the Department of [department], [address] (hereafter ‘UU’ or the ‘Principal’), [name], [address] (hereafter ‘[acronym]’) and [name], [address] (hereafter ‘[acronym]’).

In the following agreement, the said parties are collectively referred to as the ‘Parties’ or individually as the ‘Party’.

### Background

[acronym] is the principal of the ‘[project name] project‘ (hereinafter the ‘Project’), which is funded by [funding body] (hereinafter the ‘Funding Body’) in accordance with decision with ref. no. XXXX (hereinafter the ‘Terms of the Grant’). The project manager is [NN], [acronym].

The Project has been granted funding to the value of ([granted funding]) for the period YYYY-MM-DD – YYYY-MM-DD (hereinafter the ‘Project Period’). The grant may be used until YYYY-MM-DD. The final report, including the financial accounts, is to be submitted to the Funding Body by YYYY-MM-DD at the latest. According to the Terms of the Grant, some of the funds are to be transferred from the Principal to the other Parties for implementation of the Project.

The Parties agree to collaborate to implement the Project in the manner specified in this Agreement and its appendices.

### Implementation of the Project

During the Project Period, the Parties are to collaborate to implement the Project in accordance with the project description, appendix 1. The contact person for the Project at each Party is:

At UU [name, telephone, email]

At [acronym] [name, telephone, email]

At [acronym] [name, telephone, email]

The Principal is bound by an agreement with the Funding Body to comply with the Terms of the Grant, appendix 2. The Parties hereby undertake to support the Principal during the implementation of the Project so that they can fulfil the Terms of the Grant and to follow the Terms of the Grant themselves in all respects, except such conditions which expressly only apply to the Principal.

If a Party finds or fears that its work within the Project cannot be carried out within the timetable, the other Parties shall be notified as soon as possible, specifying the reason for the delay. The Parties shall then urgently discuss how the delay may affect the Project and what changes, if any, may need to be made on account of the delay.

### Transfer of funds

Provided that funds are received from the Funding Body and in accordance with what is permitted by the Terms of the Grant, the Principal undertakes to transfer funds to the other Parties in accordance with [the following/budget, appendix 3]:

|  |  |  |
| --- | --- | --- |
| **Party** | **Transfer** | **Total amount** |
| [acronym] | [state how funds are to be transferred] | [specify total amount] |

|  |  |  |
| --- | --- | --- |
| [acronym] | [state how funds are to be transferred] | [specify total amount] |

Any requisition are to be sent half-yearly in arrears for accrued costs. Previous years’ financial reports shall be sent to the Principal by the end of February at the latest.

Unused funds shall be repaid to the Principal.

### The right to background knowledge and results

‘Background Knowledge’ refers to any information used during the implementation of the Project which does not constitute a Result, including information which arises during the execution of the Project but is independent of it.

Background Knowledge provided by either Party remains its property. Each Party has the right to use all Background Knowledge for the implementation of the Project without any obligation to pay compensation to the other Parties. Any other use of Background Knowledge shall occur on terms agreed with the owner(s) of the Background Knowledge in a separate agreement and taking applicable state aid rules into account.

‘Results’ refers to any information arising from the implementation of the Project, regardless of whether or not it is protectable under intellectual property rights and regardless of whether or not it is protected by intellectual property rights without prior application or registration, including, but not limited to, patentable inventions, know-how and software.

Ownership rights to the Results accrue to the Party or, if applicable, the employee of the Party that generated the Results. Results that are generated jointly are to be jointly owned in shares based on the intellectual input that led to the generation of the Results.

Each Party has the right, without any obligation to provide compensation, to use any Results for the implementation of the Project as well as for other research and education, provided, however, that such use is non-commercial and that applicable confidentiality commitments in accordance with the Agreement are observed. Any other use of the Results shall be conducted on terms agreed with the owner(s) of the Results in a separate agreement and taking applicable state aid rules into account.

A Party whose employees have rights to the Results undertakes to enter into agreements with its employees who participate in the Project, under which the employee makes an equivalent commitment as specified in this Agreement in relation to Results, including allowing others to use the Results under this Agreement.

### Confidentiality

Within the framework of the Project, the Parties may disclose information of a confidential nature to one another.

‘Confidential Information’ refers to any kind of information that a Party (‘Disclosing Party’) discloses to the other Party (‘Receiving Party’) within the framework of the Project, provided that:

* in the case of written information, the information at the time of disclosure was clearly marked with the designation "confidential"; or
* in the case of non-written 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 ten (10) working days of the point of disclosure.

Confidential Information does not include information which

* is or becomes public knowledge other than through a breach of this Agreement;
* the Party can demonstrate was in its possession at the time of signing the Agreement;
* has legally come to the knowledge of a Party independently of the other Party; or
* after the signing of the Agreement was demonstrably produced by the Party on its own, independently of information provided to it under this Agreement.

Confidentiality does not apply to information that a Receiving Party discloses in accordance with applicable laws, regulations or equivalent mandatory provisions including rules of a stock exchange, court judgments or administrative decision by a competent authority.

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 purposes other than the implementation of the Project and not to disseminate Confidential Information within its own organisation to a degree beyond that which is necessary for implementing the project.

The aforementioned confidentiality provisions apply for three (3) years after the Agreement expires in accordance with Section 13, but never longer than ten (10) years from the point at which the information was received.

The Parties acknowledge and agree that if a Party is a Swedish public authority, this Clause 6 is subject to the provisions of the Freedom of ¬the Press Act (tryckfrihetsförordningens (1949:105)) and the Public Access to Information and Secrecy Act (offentlighets- och sekretesslagen (2009:400)).

### Publication

The Results shall be published or otherwise made public in accordance with good academic practice and in accordance with the requirements set out in the Terms of the Grant.

In accordance with academic practice, each Party has the right to publish the Results of the Project. In the case of joint Results, publication shall be carried out in agreement with the other creators.

Before Results from the Project are submitted for publication or otherwise made public, each Party shall be given the opportunity to review the draft publication/material for a maximum of thirty (30) calendar days. The reviewing Party has the right to request in writing that the publication be postponed to enable application for patents or other equivalent intellectual property protection. If such postponement is requested within the specified review period, the information may not be published or otherwise made public for a maximum of ninety (90) calendar days from the point of the postponement request.

Confidential Information may not be published/made public without the Disclosing Party's written consent.

In all instances of publication, it shall be clarified in an appropriate manner who the creator(s) is/are and that the publication is attributable to the Project (including references to the Funding Body that may be required in line with the Terms of the Grant).

### Legal and regulatory compliance

The Parties undertake to comply with applicable laws and regulations when conducting the Project, which includes each Party holding the required approvals from relevant ethical review authorities.

In cases where the Project involves processing of personal data, the following applies:

[Each Party is the personal data controller for any processing of personal data they undertake within the framework of this Agreement, and each is responsible for such processing being compatible with the requirements of GDPR (EU 2016/679).]

[The Parties jointly determine the purposes and means of personal data processing and are jointly responsible for certain personal data processing that occurs within the Project, as further specified and regulated in the Agreement on Joint Data Control, appendix 4].

[acronym 1] will process personal data on behalf of [acronym 2] in this Project and will act as personal data processor for [acronym 2]. To this end, the Parties have entered into a separate Personal Data Processor Agreement, appendix 4.]

### Transfer of material

If as part of the Project a Party (hereinafter ‘Transferring Party’) provides physical materials including, when applicable, information related to the material (hereinafter ‘Materials’) to another Party (hereinafter ‘Recipient’), the following applies:

* The Transferring Party will continue to be the owner of the Materials. The Recipient may not, without written permission of the Transferring Party, provide the Materials to any third party. The Materials are to be used exclusively for work within the Project and by the personnel assigned by the Recipient to carry out that Party's work within the Project. The Materials may not be used for commercial purposes.
* The Recipient shall handle Materials in an appropriate manner to ensure worker safety. as regards physical materials, the Recipient accepts that the properties of Materials, e.g. toxicological properties, have not necessarily been fully assessed and may not be fully known. The Recipient shall always handle Materials in accordance with applicable legislation and applicable recommendations from public authorities.
* Materials are provided without any warranties or representations that Materials can be used without risk, are fit for any particular purpose or that materials are not covered by any third-party intellectual property rights. The transferring party has no obligation to compensate the recipient for damage caused to the recipient when using the materials.

### Early termination

A Party may terminate the Agreement:

* if another Party is in breach the Agreement and the offending Party does not remedy this within thirty (30) calendar days of receiving written notification that the first Party otherwise intends to terminate the Agreement; or
* in the event of a material breach of Agreement that cannot be remedied by the offending Party; or
* in the event of non-performance by the other Party in accordance with Section 11 after the period of time specified therein.

The termination shall be in writing and the grounds for the termination shall be stated in the given notice. If the Agreement is terminated by one Party, the Agreement will continue to apply between the other Parties unless otherwise agreed between the remaining Parties.

### Force majeure

If a Party's fulfilment of its obligations under this Agreement is significantly hindered or prevented due to obstacles beyond that Party's control, or obstacles which the Party could not reasonably be expected to have anticipated at the time of Agreement and whose consequences the Party could not reasonably have avoided or overcome (force majeure), that Party shall not be held liable for any delay and shall be except from paying any damages and other penalties that are caused by such force majeure circumstances. A Party that fails to fulfil any obligations under the Agreement due to force majeure shall notify the other Parties of this failure and the reasons therefore without undue delay. If an obstacle persists for more than two (2) months, the other Parties have the right to terminate the Agreement with immediate effect

### Liability

A Party is not liable to compensate loss of production, loss of profit or other indirect damages unless the Party has intentionally or through gross negligence breached its obligations under this Agreement. A Party's liability, both for direct and indirect damages, can amount to a maximum sum corresponding to the contract value of [SEK XX].

### Agreement period

The Agreement enters into force once it has been signed by the Parties and is valid until the Parties have fulfilled their obligations in accordance with the Agreement, but no later than [date].

### Transfer and change

In addition to that which is specifically regulated by this Agreement, a Party is not entitled to transfer rights or obligations under this Agreement to another Party without the written consent of the other Parties.

Any changes to the Agreement shall be made by written agreement between the Parties to take effect.

### Dispute resolution

This Agreement shall be governed by and construed in accordance with the laws of Sweden without giving effect to any conflict of laws principles.

Questions concerning the interpretation and application of this Agreement shall be primarily settled through negotiation between the Parties.

Should negotiations not lead to a settlement, any disputes between Parties that are Swedish public authorities shall be finally settled by applicable dispute resolution mechanisms provided by the Swedish state.

Any dispute, controversy, or claim arising out of or in connection with this Agreement involving a Party that is not a Swedish public authority and that cannot be resolved through negotiation shall be settled by a Swedish court of general jurisdiction and the Uppsala District Court (Sw. Uppsala tingsrätt) shall be the court of first instance. The language of any court proceedings shall be in English.

### Order of priority

### In the event of a conflict among the documents constituting this Agreement, the order of priority to resolve the conflict shall be:

### 1. appendix 2;

### 2. the terms set out in the main body of this document; and

### 3. appendix 1.

### In the event of a conflict agreements governing personal data relating to this Agreement always take precedence over any other document in cases concerning personal data.

### Appendices:

1. Project description
2. Terms of the Grant
3. Budget
4. [Agreement on Joint Data Control]

[Personal Data Processor Agreement]

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This Agreement has been drawn up in three (3) original copies, of which each Party has received one copy.

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

Date:

[ acronym ]

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: […]  Title : […] |