Research Collaboration Agreement

This Research Collaboration Agreement (hereinafter the “**Agreement**”) is made by and between

**Uppsala University**, for the purpose of this agreement acting through its Department of ..., having its address at ... Uppsala, Sweden (hereinafter referred to as “**UNIVERSITY**”)

and

**COMPANY ++** (hereinafter referred to as “**COMPANY**”)

UNIVERSITY and **COMPANY**  are hereinafter also referred to as a “**Party**” or collectively as the “**Parties**”.

**WHEREAS** UNIVERSITY has considerable skill, experience and know how relating to ++.

**WHEREAS** **COMPANY**  is ++;

**WHEREAS** UNIVERSITY and **COMPANY** wish to enter into a research collaboration for the Project entitled, “[project title]**”**.

**NOW, THEREFORE**, the Parties agree as follows:

# Article 1: Definitions

In this Agreement the following terms shall have the following meanings:

**“Affiliates”** shall mean any corporation, partnership or other entity controlled by or controlling or under common control with any Party to this the Agreement. For the purpose of this Agreement, the word “control” shall mean direct or indirect beneficial ownership of more than 50 percent of the voting power.

**“Background”** shall mean any technology, trade secret, know-how, evaluation, test and other generic methodology and information, whether protected bypatent or patent application or not, and whereof the Party owns intellectual property rights before the Effective Date of this Agreement and which are necessary for the execution of this Agreement.

**“Effective Date”** shall mean [start date of this Agreement].

**“Material”** shall mean ++, as further specified in Attachment A.

**“Project”** shall mean the collaborative research program, as further specified in Attachment A.

**“Results”** shall mean any and all data, findings, results and/or inventions, whether patentable or not, generated within the Project, including but not limited to tests performed on the Material.

**“Steering Committee”** shall mean the committee of representatives of each Party that shall monitor and facilitate the execution of the Project.

# Article 2: Scope of the Research Collaboration

* 1. During the term of this Agreement UNIVERSITY and COMPANY shall perform collaborative research activities related to the Project. Both Parties shall use reasonable efforts to achieve the Results of the Project and shall, where appropriate, provide the other Party with the Materials and Background that are necessary for the other Party to carry out their work under the Project.
	2. The Project shall be performed at [one party or both parties]’s premises under the supervision of the Steering Committee. The Project shall be updated from time to time in accordance with the provisions of Article 3 (“Steering Committee”).
	3. Each Party shall perform the activities in strict compliance with specifications of the Project. Each Party shall further perform the activities in strict compliance with the highest professional standards and any and all applicable laws and regulations. Each Party shall furthermore use best reasonable efforts to complete the Project in compliance with the agreed upon time schedule. Each Party shall immediately inform the other Party of any and all actual or anticipated regulatory non-compliance issues. In carrying out the Project, each Party shall make available the resources and personnel, and shall take such steps as it deems necessary, in order to perform the activities in accordance with the terms of this Agreement.

# Article 3: Steering Committee

* 1. Parties hereby establish a Steering Committee to facilitate the Project. Each Party shall appoint, in its sole discretion, at least [nr] members to the Steering Committee, unless otherwise agreed to by the Parties. Substitutes or alternates may be appointed at any time by notice in writing to the other Party. The initial members of the Steering Committee shall be [who].

3.2 The Steering Committee shall plan, monitor and supervise the execution of the Project. In particular, the Steering Committee shall review the progress in the Project and recommend necessary amendments and/or extensions to the Project as the research takes place. Amendments to the Project that have a minor effect on the scope of the Agreement can be decided unanimously by the Steering Committee. Amendments, which one or more members of the Steering Committee consider having more than minor effect on the scope of the Agreement, and all extensions to the Project shall need the explicit written approval of the authorised representatives of both Parties. Parties shall immediately discuss and agree upon the financial consequences of such changes.

3.3 The Steering Committee shall meet at least [frequency] in person or by teleconference/videoconference, at places and dates mutually agreed upon. The Steering Committee shall keep accurate reports of its deliberations, which shall record all proposed decisions and all actions recommended or taken.

# Article 4: Transfer of Material

* 1. In the framework of this Agreement, Parties may transfer Material to one another, which transfer shall be subject to the conditions of this Agreement. Parties shall list such Material in Attachment A attached hereto to this Agreement and Parties shall keep Attachment A up to date after each transfer of Material.
	2. Any Material delivered pursuant this Agreement is understood to be experimental in nature. The receiving Party hereby acknowledges that it bears all risks and liabilities associated with the use, storage and handling of Material under this Agreement. The Material is being supplied on an “as is” basis with no warranties of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose, or that is free from the rightful claim of any third party, by way of infringement or the like. No representations have been made that the use of the Material will not infringe any patent or proprietary right of third parties.
	3. The receiving Party shall not distribute, transfer, disseminate, duplicate or release the Material to any person other than personnel under its supervision, and shall ensure that no-one will be allowed to take or send Material to any third party, unless the prior written permission is obtained from the supplying Party.
	4. The receiving Party will use the Material solely for the Project, in compliance with all applicable statutes, laws, government regulations and guidelines and with the directions and guidelines provided by the supplying Party. The receiving Party agrees not to attempt to identify or determine in any way the chemical, physical or structural characteristics or composition of the Material unless required for the Project.
	5. The Material is and shall remain the sole property of the supplying Party. Upon request and as instructed by the supplying Party, the receiving Party will return or destroy all Material.

# Article 5: Project Funding

* 1. The overall budget of the Project is identified in Attachment A attached hereto.
	2. In consideration of the UNIVERSITY performing the activities of the Project, COMPANY shall pay to UNIVERSITY the amount as specified in Attachment A hereto, which shall be the sole financial contribution provided by COMPANY for the Project. The parties acknowledge and agree that the funding provided by COMPANY to UNIVERSITY is a contribution and not a remuneration for a service.

**Article 6: Term and Termination**

* 1. This Agreement shall commence as of the Effective Date and, unless sooner terminated as provided hereunder, shall continue in full force the duration of the Project as stated under Attachment A. This Agreement can be renewed provided the express consent of the Parties.
	2. Each Party shall have the right to immediately terminate this Agreement, by way of a written notice sent by registered mail, in case the other Party commits a substantial breach of any covenants herein contained and fails to remedy such substantial breach, within thirty (30) days after receipt of written notice of default sent by the non-defaulting Party.
	3. Either Party shall have the right to terminate this Agreement, by way of a written notice sent by registered mail, should a dissolution of the other Party occur, should the other Party intend or attempt a transfer or assignment of this Agreement without prior approval, should either Party become insolvent, should the other Party make a voluntary or involuntary general assignment of its assets for the benefit of creditors or should any other similar proceedings or procedures occur.
	4. Each Party shall have the right to terminate the Agreement without cause at any time with a two (2) months’ prior written notice sent by registered mail to the other Party.
	5. Termination of this Agreement for any reason shall not release any Party hereto from any obligation which, at the time of such termination, has already accrued and become due to the other Party or which is attributable to a period prior to such termination nor preclude either Party from pursuing any legal rights and remedies it may have hereunder with respect to any breach of this Agreement. Upon any termination of this Agreement, Parties shall promptly, upon instructions from the disclosing Party, destroy or return to the other Party all Confidential Information (save for one copy if needed to be kept for archival purposes as set out under applicable mandatory law) and Materials received from the other Party.
	6. The termination of this Agreement shall not constitute a termination or a waiver of any rights of any Party against any other Party accruing at or prior to the time of such termination, nor shall it terminate or waive any Party’s obligations under Articles regarding Transfer of Material, Confidentiality, Intellectual Property, Publication and Thesis, Limitations of Liability and General Provisions and any provision of this Agreement that expressly survives the termination of this Agreement.

# Article 7: Confidentiality

* 1. Parties acknowledge that during the Agreement they may and will disclose, at their sole discretion, to each other information that they consider to be proprietary and confidential (hereinafter “Confidential Information”) and that such disclosure shall be subject to the conditions set forth hereafter. Information shall not be considered proprietary or confidential unless it is reduced to writing and marked “CONFIDENTIAL”. Oral disclosure shall only be considered proprietary or confidential if it is identified as confidential at the time of disclosure and then has been confirmed as confidential in writing and sent to the receiving Party within thirty (30) days after the oral disclosure.
	2. Parties agree to treat Confidential Information and maintain its confidentiality with the same degree of care as employed by the receiving Party to preserve and safeguard its own confidential information, but in no event shall the receiving Party treat it with less than a reasonable degree of care.
	3. Receiving Party agrees not to disclose the Confidential Information to anyone except to receiving Party’s employees or employees of receiving Party’s Affiliates as well as to receiving Party’s consultants on a need to know basis.
	4. Neither Party shall be obligated to maintain in confidence any Confidential Information, which it can reasonably demonstrate to fall within one of the following exceptions:

a) was known to the receiving Party prior to being received from the disclosing Party;

b) is or becomes publicly known through no wrongful act of the receiving party;

c) is now or hereafter becomes known or available to the receiving Party from a third party without, to the best knowledge of the receiving Party, an obligation of confidence and having a right to disclose the same;

1. has been or is developed by the receiving Party independent of any disclosure of Confidential Information hereunder; or
2. is disclosed in compliance with applicable mandatory law, a court or administrative subpoena or order.
	1. All documents containing Confidential Information in tangible or electronic form, which are in the possession of the receiving Party under this Agreement, shall remain the property of the disclosing Party. All such documents, together with any copies or excerpts thereof, shall be promptly returned to the disclosing Party or destroyed upon written request of the disclosing Party. One record copy may be retained to determine compliance under this Agreement and/or for legal archival purposes.
	2. Unless otherwise expressly agreed to in writing, the obligation of confidentiality contained in this Article 7 shall endure for a period of five (5) years following the entry in force of this of this Agreement.

# Article 8: Intellectual Property

* 1. The intellectual property rights of a Party will remain that Party’s sole property and neither Party transfer or license under the Agreement any intellectual property rights of its Background to the other Party, except to the extent required for the performance of the Project.
	2. Each Party will have a non-exclusive royalty free license to the existing intellectual property rights on the other Party’s Background for the term of this Agreement and solely for the purposes of the performance of this Agreement and for no other purpose whatsoever.
	3. All research activities performed during the Project, including the tests on Material will be documented. The Parties shall regularly communicate with each other on the progress of the research activities and advise each other of the Results of the Project within thirty (30) days of the date of completion of the research activities and/or the tests, and the receiving Party of such Results shall treat them as though they were disclosed as Confidential Information.
	4. The intellectual property rights in the Results shall be owned by the originator(s) of such Result or the Party employing the inventor if an agreement to such affect is in place or if the relevant employment law so dictates.
	5. Where originators of both Parties have jointly carried out work generating the Result and where their respective share of work cannot be ascertained, they, or, as the case may be, the Party/ies employing such originator/s, (the “**Co-Owners**”) shall have joint ownership of the intellectual property rights in the Result. The Co-Owners shall agree among themselves on the allocation and terms of exercising the ownership, which may include that one Co-Owner assume the full ownership of the intellectual property rights in the Result in exchange of fair and reasonable compensation to the other Co-Owners. Each Party shall ensure that its originator/s of Results has concluded agreements prior to participating in the Project having the effect of obligating the originator/s to comply with this Article 8.5 toward the other Co-Owners, where the originator(s) own(s) intellectual property rights in the Results generated.

8.6 Notwithstanding ownership of a Result, UNIVERSITY and COMPANY are each granted a non-exclusive from the other, free of charge non-commercial license under any intellectual property rights in the Result for further internal research and educational purposes of UNIVERSITY or COMPANY (as applicable). Each Party shall ensure that the other Party is granted such a non-exclusive right from any originator(s) of the relevant Result of the Party, where the originator(s) own(s) the Results.

# Article 9: Publication & Thesis

9.1 Notwithstanding the provisions of Article 7, it is the intent of the Parties to have the Results of the Project published, either in the form of a peer-reviewed journal or a presentation at symposia, national or regional professional and/or scientific meetings.

9.2 Each Party shall have not less than thirty (30) days before submission to review the full text of any proposed publication or presentation resulting from the Project to secure that it does not contain any of its Confidential Information. Consequently, the reviewing Party reserves the unrestricted right to have all of its Confidential Information deleted from, anonymized or genericized in the proposed publication which may be contained therein, which shall be requested to the publishing Party within thirty (30) days of receipt of the proposed publication or presentation. For avoidance of doubt, the absence of a request in relation to Confidential Information is not an approval of the disclosure of such Confidential Information.

9.3 A Party may delay submission for publication if in that Party’s opinion such delay is necessary in order to seek patent or similar protection for the results. Any such request shall be made within thirty (30) days of receipt of the proposed publication or presentation and the Party proposing the publication or presentation agree to delay the disclosure for up to sixty (60) days from the time of the request for delay so that a patent application or similar can be filed.

9.4 Each party agrees to acknowledge the other party as the source of that Party’s Materials in any publications reporting their use.

9.5 The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Agreement

# Article 10: Limitation of Liability

10.1 A Party shall not be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by willful act or gross negligence.

10.2 For any remaining liability, a Party’s aggregate liability under this Agreement towards the other Party is limited to SEK … provided such damage was not caused by willful act or gross negligence.

# Article 11: Relationship between Parties

11.1 The relationship under this Agreement of UNIVERSITY and COMPANY shall be that of independent parties. Neither this Agreement nor the activities performed hereunder shall be construed to create the relation of principal and agent or joint venture between COMPANY and UNIVERSITY and neither COMPANY nor UNIVERSITY shall have the right to make any commitment for, or create any obligation on behalf of the other Party.

11.2 Each Party shall at all times be and remain the sole employer of persons it is assigning to the performance of activities hereunder and shall assume any and all obligations, responsibilities and risks related to such employment and the possible termination thereof.

11.3 With the exception of Publication & Thesis above of this Agreement, the Parties agrees not to make any public announcement or press release either orally or in writing concerning the subject matter of this Agreement, without receiving other Party’s prior written approval.

**Article 12: General Provisions**

12.1 The Parties represent that they are authorized to enter into this Agreement and that it does not have an obligation to any third party, whether express or implied, that would interfere, hamper or limit its ability to comply with the terms of this Agreement.

12.2 This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

12.3 This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, written or oral, between the Parties relating to its subject matter, and may be modified in whole or in part, only with the mutual written consent of both Parties.

12.4 Neither Party shall be liable or deemed in default for failure to perform any duty or obligation that such Party may have under this Agreement where such failure has been occasioned by force majeure. i.e. any act of God, fire, strike, inevitable accidents, war, or any other cause outside the reasonable control of that Party, and occurring without its fault or negligence. The Party whose performance has so been interrupted shall give the other Party notice of the interruption and cause thereof, and shall use every reasonable means to resume full performance of this Agreement as soon as possible.

12.5 Any notice required further to this Agreement shall be made in writing by email and a confirmation copy by courier mail to COMPANY (attn. of XXXXX) and to UNIVERSITY (attn. of XXXXX) at their respective addresses first above written or as subsequently changed by notice duly given. Notices are deemed to be given three (3) days after the confirmation copy courier mail has been sent.

12.6 If any provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law the remaining provisions shall continue to be in full force and effect. The Parties undertake to replace the invalid provision or parts thereof by a new provision, which will approximate as closely as possible the economic result intended by the Parties.

12.7 All disputes between Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to find an amicable solution. If no solution can be found to settle the dispute within thirty (30) days after given written notice to the other Party, the dispute will be submitted to the exclusive jurisdiction of the courts of Uppsala, Sweden. This Agreement shall be governed by the laws of Sweden.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed as of the date first above written by their duly authorized representatives.

Signed and agreed Signed and agreed

For UNIVERSITY For COMPANY

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Name: Name:

Title: Title:

Date: Date:

**ATTACHMENT A: PROJECT**