**ACADEMIC COLLABORATION AGREEMENT**

**THIS AGREEMENT** is made **BETWEEN**:

1. **UPPSALA UNIVERSITY** through its Department of […] whose address is […] Sweden (hereinafter ‘**Lead University**’),
2. **[XX,]** ++[…] whose address is […] , (hereinafter ‘**XX**’),
3. **[YY,]** ++[…] whose address is […] , (hereinafter ‘**YY**’), and
4. **[ZZ,]** ++[…] whose address is […] , (hereinafter ‘**ZZ’**).

The above are referred to individually as a ‘Party’ and collectively as ‘the Parties’.

**BACKGROUND**

1. The Lead University through its Principal Investigator … was the lead applicant in a proposal to … (engelsk benämning för finansiär), for a research project called “***…***” (the ‘**Project**’) as set out in the Research plan, Schedule 1.
2. The Co-investigators (NN at XX, NN at YY and NN at ZZ) were co-applicants to the Funding Body in the proposal submitted to the Funding Body for the Project.
3. The Funding Body has awarded a contract to the Lead University to carry out the Project, as set out in Schedule 2.
4. The Lead University wishes that the Partner Universities carries out a portion of the Project respectively as envisaged in the Research plan as set out in Schedule 1.

**AGREED TERMS**

This Agreement sets out the terms under which the Parties shall perform the Allocated Work:

1. **DEFINITIONS**
	1. The following expressions shall have the following meanings in this Agreement including its recitals, unless the context requires otherwise:

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| ‘Allocated Work’ | shall mean the research allocated to a Party, as defined in the Project at Schedule 1. |
| ‘Arising Intellectual Property’ | shall mean any Intellectual Property which is generated or first reduced to practice by any Party or Parties directly as a result of the work undertaken in the course of performing the Project. |
| ‘Background Intellectual Property’ | shall mean any Intellectual Property, excluding Arising Intellectual Property, owned or controlled by any Party or used by any Party with permission of the owner of such Intellectual Property (e.g. Intellectual Property being owned by an employee of that Party) prior to commencement of or independently from the Project, and which the Party contributes or uses in the course of performing the Project. |
| ‘Contract’ | shall mean the awarded contract to the Lead University to carry out the Project, as set out in Schedule 2.  |
| ‘Co-investigator/s’ | shall be **NN** and/or **NN** and/or **NN** at their respective Partner University or his/her successor as agreed between the Parties. |
| ‘Confidential Information’ | shall mean any information (including Background Intellectual Property) disclosed by one Party to the other for use in the Project and identified as confidential before or at the time of disclosure or where it is not possible or practical to mark the information as confidential at the time of disclosure it shall be identified as confidential at the time of disclosure and accompanied within 15 days of said disclosure by written confirmation that the information is confidential and has been disclosed visually, orally or in any other manner. |
| ‘Funding Body’ | shall mean … (the …).  |
| ‘Head of Terms’  | shall mean the terms laid out for the funding by the Funding Body, as set out in Schedule 2. |
| ‘Intellectual Property’ | shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trade marks, trade names and service marks, applications for any of the above and in each case whether protectable or not and, if protectable, whether an application has been made for such protection or not, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above. |
| ‘Principal Investigator’ | shall be **…** at the Lead University, or her successor as agreed with the Funding Body. |
| ‘Partner Universities’ | shall mean XX, YY and ZZ.  |
| ‘Project Period’  | shall be from ++ to ++. |
| ‘Term of Agreement’ | shall mean the time period that this Agreement is in force between the Parties, as set out in Section 8 of this Agreement. |

* 1. In this Agreement, references to Clauses and Schedules refer to clauses and schedules of this Agreement.
	2. The singular form of any word includes the plural, and vice versa, as required by the context.
	3. In the event of any conflict between the terms of this Agreement and the Head of Terms, then the Head of Terms will prevail.
1. **THE PROJECT**
	1. The Parties will each use their reasonable endeavours to collaborate on the Project as described in Schedule 1 of this Agreement, including any modifications, deletions or expansions approved in writing by the Parties, and as by necessity will be agreed upon between the Parties to allocate specific work tasks within the Project.
	2. The Parties to this Agreement shall be bound *mutatis mutandis* by the terms and conditions of the Head of Terms, which form part of this Agreement, insofar as the Head of Terms is relevant to the Partner University’s Allocated Work in the Project; except that provisions of the Head of Terms that are particular to the Lead University and/or other parties to the Head of Terms shall apply only to those parties.
	3. The Project shall be performed by or under the direction and supervision of the Principal Investigator and Co-investigators.
	4. In respect of the Allocated Work, each Party will use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the work diligently within the scope allowed by its funding. Although each Party will use its reasonable endeavours to perform the Project and their Allocated Work, no Party undertakes that work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed.
	5. Nothing in this clause ‎2 purports to permit any Party to reverse engineer or otherwise analyse any of the materials provided to it under this Agreement except in accordance with the provisions of this Agreement.
2. **PAYMENT**
	1. The Funding Body has undertaken to provide funding for the Project and the Lead University shall act as recipient of the funding for the Parties. The sole financial obligation of the Lead University under this Agreement shall be to forward the payments allocated to the Partner University under the budget, [Schedule 1 / Schedule 3].
	2. Amounts payable to the Partner Universities by the Lead University are made in accordance with the Head of Terms and are subject to receipt of such sums from the Funding Body. Payments shall be made by the Lead University according to the budget [(Schedule 1)/(Schedule 3)].

[please adapt to terms and conditions for payments of the Funding Body]

If no other contact person is communicated to the Partner Universities in writing, the administrative contact person for payments at Lead University is ++ (NN@++.uu.se, +46-++)

* 1. In the event that the Funding Body requires the reimbursement of any sums paid under the Head of Terms, then to the extent that such requirement arises from the acts or omissions of the Lead University and/or a Partner University, the Lead University and/or the Partner Universities agree to reimburse the sums required by the Funding Body respectively. In the case of a Partner University, such repayment is made to the Lead University, to be forwarded to the Funding Body.
1. **CONFIDENTIALITY**
	1. Subject to clause 5, each Party will use reasonable endeavours not to disclose to any third party any of another Party’s Confidential Information nor use for any purpose except as expressly permitted by this Agreement, any of the other Party’s Confidential Information.
	2. No Party shall incur any obligation under clause ‎4.1 with respect to information which:
		1. is known to the receiving Party before the start of the Term of Agreement, and not impressed already with any obligation of confidentiality to the disclosing Party; or
		2. is or becomes publicly known without the fault of the receiving Party; or
		3. is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reasonable reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party; or
		4. it can be demonstrated has been independently developed by the receiving Party; or
		5. is approved for release in writing by an authorised representative of the disclosing Party; or
		6. the receiving Party is specifically required to disclose by reason of legal requirements or in order to fulfil an order of any court of competent jurisdiction or administrative authority, provided that the disclosure is limited to the extent of such required disclosure.
	3. The provisions of Clause ‎4.1 and ‎4.2 shall survive for a period of five (5) years following the entry in force of this of this Agreement.
2. **PUBLICATION**
	1. In accordance with accepted academic practice, a Party is permitted:
		1. following the procedures laid down in Clause 5.2, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and
		2. in pursuance of the Parties’ academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.
	2. Each Party will use reasonable endeavours to submit material intended for publication and arising from the Project to the other Party in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party shall delay submission for publication if necessary in order for another Party to seek patent or similar protection for material in respect of which it is entitled to seek protection. Notification of the requirement for delay in submission for publication shall be in writing and must be received by the publishing Party within fifteen (15) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and unless agreed otherwise by the Parties, never exceed three (3) months from the date of receipt of the material by such Party. Although a Party may not publish Confidential Information of another Party, the latter shall within fifteen (15) days of receipt of said material intended for publication give written notification if, in its opinion, the material received from the publishing Party contains Confidential Information in which case the publishing Party will remove or disguise the Confidential Information in the proposed publication to the reasonable satisfaction (not to be unreasonably withheld) of the other Party.
	3. This Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on and including results and Arising Intellectual Property obtained during the course of work undertaken as part of the Project; or from following that Party’s procedures for examinations and for admission to postgraduate degree status.
	4. The provisions of Section 5 shall survive for a period of one (1) year from the date of termination of this Agreement.
3. **INTELLECTUAL PROPERTY RIGHTS**
	1. All Background Intellectual Property used in connection with the Project shall remain the property of the owner of such Background Intellectual Property. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of Background Intellectual Property of another except in accordance with the terms of this Agreement.  Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of another save as granted by this Agreement.
	2. Each Party is granted an irrevocable royalty-free, non-exclusive, non-transferable licence for the duration of the Project to use the other Party’s Background Intellectual Property for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of another Party’s Background Intellectual Property.
	3. Arising Intellectual Property shall be owned by the Party that has generated such Arising Intellectual Property, or, as the case may be, the employee, servant, student or agent who is the originator of the Arising Intellectual Property at that Party. In case of the latter, the Party whose employees, servants, students or agents have any rights in the Arising Intellectual Property shall secure that those employees, servants, students and agents are bound by the terms of this Agreement in respect of that Arising Intellectual Property including in respect of any jointly owned Arising Intellectual Property. An owner of Arising Intellectual Property shall be entitled to use and exploit its own Arising Intellectual Property in accordance with the relevant terms and conditions of this Agreement.
	4. Each Party shall promptly disclose to the other all Arising Intellectual Property generated by it (or by its employees, servants, agents or students).
	5. Where any Arising Intellectual Property is created or generated by personnel at two or more Parties jointly and it is impossible to segregate the contribution of the originators to the creation of the Arising Intellectual Property, the Arising Intellectual Property will be jointly owned by those Parties or, as the case may be, by a Party and the originator at the other Party, in shares proportionate to the intellectual contribution of those Parties unless otherwise agreed by the Parties. The joint owners may take such steps as they may decide from time to time, to register and maintain any protection for that Arising Intellectual Property, including filing and prosecuting patent applications for any Arising Intellectual Property, and taking any action in respect of any alleged or actual infringement of that Arising Intellectual Property. Each joint owner will provide any reasonable assistance that is reasonably requested of it by the other joint owner(s).
	6. Any joint owner of any of the Arising Intellectual Property may commercially exploit the Arising Intellectual Property upon consultation and agreement with the other joint owners. In such circumstances, the owner which is commercially exploiting the Arising Intellectual Property will pay the other owners a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Arising Intellectual Property taking into consideration the respective financial and technical contributions of the Parties to the development of the Arising Intellectual Property, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Arising Intellectual Property in any such product or process.
	7. Each Party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the Project for internal academic and non-commercial research purposes.
	8. If any Party (the ‘**Exercising Party**’) requires the use of Background Intellectual Property of any other (the ‘**Other Party**’) in order to exercise its rights in Arising Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting:
		1. a royalty-free licence to the Exercising Party so that the Exercising Party may use such Background Intellectual Property solely for the purpose of exercising its non-commercial rights in Arising Intellectual Property; or
		2. a licence on fair and reasonable terms to the Exercising Party so that the Exercising Party may use such Background Intellectual Property for the purposes of commercialising the Arising Intellectual Property.
4. **ASSIGNMENT**
	1. Subject to any deviant provisions in this Agreement, no Party will assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.
5. **TERM OF AGREEMENT AND TERMINATION**
	1. This Agreement shall enter into force and be valid as of the last signature of the Parties. The Agreement shall expire on the date that all obligations have been fulfilled, unless terminated earlier in accordance with this Section 8. Provisions of this Agreement which either are expressed to survive its expiry or earlier termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination.
	2. A Party (the ‘**Terminating Party**’) may terminate its involvement in this Agreement by giving thirty (30) days prior written notice to the other Parties of its intention to terminate if another Party (the ‘**Party in Breach**’) commits a material breach of the terms of this Agreement, or is persistently in breach of this Agreement in such a manner that the Terminating Party is hindered in its ability to carry out its obligations in the Project. The notice shall include a detailed statement describing the breach. If the breach is capable of being remedied and is remedied within the thirty (30) day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the thirty (30) day notice period, then termination shall also not be effective if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or a persistent breach, then the termination shall take effect at the end of the thirty (30) day notice period in any event.
	3. All rights acquired by the Terminating Party to Background Intellectual Property and Arising Intellectual Property of another Party shall cease immediately other than in respect of the Terminating Party's interest in any jointly owned Intellectual Property.
	4. This Agreement shall continue to be valid between the remaining Parties also after a Terminating Party cease to be a Party to this Agreement, however the remaining Parties acknowledge that Allocated Work may need to be redistributed as between the remaining Parties. Such redistribution will be preceded by negotiation between the remaining Parties.
	5. Each Party agrees to notify the other Parties promptly if at any time their key academics is unable to continue the direction and supervision of the Allocated Work. Within sixty (60) days after such incapacity or expression of unwillingness that Party shall nominate a successor to replace their key academic. The other Parties will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable on reasonable and substantial grounds, then this Agreement may be terminated by giving thirty (30) days’ written notice to the other Parties.
	6. In the event that it is agreed by the Parties that there are no longer valid reasons for continuing with the Project, the Parties may decide by unanimous vote to terminate this Agreement. In the event of such termination each Party shall be reimbursed for all work done, costs and non-cancellable commitments properly charged in accordance with this Agreement and incurred or committed up to the date of termination, providing that such funds have been or are able to be recovered from the Funding Body. For the avoidance of doubt, no Party shall be required to contribute to any losses suffered by another Party in circumstances where costs have not been recovered from the Funding Body.
6. **LIMITATION OF LIABILITY**
	1. No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights. However, no Party will to its reasonable knowledge and belief provide advice, information, materials or works in connection with the Project which knowingly results in infringement of third party rights.
	2. No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
	3. The Parties undertake to make no claim in connection with this Agreement or its subject matter against any employees, students, agents or appointees of the other Parties (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which a Party might have to claim against any other Party.
	4. The liability of any Party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
	5. In any event, the maximum liability of a Party under or otherwise in connection with this Agreement or its subject matter shall not exceed the sum of one time the monies received by that Party under this Agreement.
	6. Nothing in this Agreement limits or excludes either Party’s liability for:
		1. death or personal injury resulting from negligence; or
		2. any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
	7. If any sub-clause of this Clause 9 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this Clause ‎9.
7. **NOTICES**
	1. The Parties representative for the purpose of receiving notices shall until further notice be:

|  |  |
| --- | --- |
| For **Lead University**  | For  |
| ++ | ++ |
| With a copy to be sent to:**++** | With a copy to be sent to:**++** |
| For  | For  |
| **++** | ++ |
| With a copy to be sent to:++ | With a copy to be sent to:++ |

1. **FORCE MAJEURE**
	1. A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment) which such Party could not foresee at the time of entering into this Agreement.
	2. If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funding Body, discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.
2. **GENERAL**
	1. Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
	2. Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
	3. Each Party shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of an individual Party’s participation in the Project and leads to a subsequent formal investigation, the relevant Party shall inform the other Party and the Funding Body of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties’ participation in the Project, the relevant Parties will work together to determine how the allegation will be investigated and reported.
	4. No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party.
	5. This Agreement and its Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement. Any variation shall be in writing and signed by authorised signatories for each Party.
	6. This Agreement shall be governed by Swedish Law and the Swedish Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement except that either Party may bring proceedings for an injunction, or to enforce an order of the Swedish Courts, in any jurisdiction.
	7. Dispute Settlement. The Parties shall use good faith efforts to resolve any dispute, claim or proceeding arising out of or relating to this Agreement. If the matter is not resolved through negotiation in good faith within ninety (90) calendar days from the notification of the dispute by a Party to the other Party, it shall be settled as agreed by the appropriately authorised representatives of the Parties either by:
		1. by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce (Mediation Rules). The language to be used in any mediation will be English. All costs of the mediation shall be borne equally by the Parties, and the Parties shall bear their own legal costs.
		2. with reference to the Swedish courts as set out in clause 12.6. In this event, each of the Parties shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgement or order obtained from the court of Sweden.

In the event the dispute is not resolved by mediation within ninety (90) calendar days after the appointment of the mediator, or such further time as the Parties agree in writing, then the provisions of clause 12.7 (b) shall apply. Either Party may apply to any court of competent jurisdiction for an injunction, whether or not any issue had been escalated under this clause.

* 1. If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
	2. This Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.

**Schedules:**

Schedule 1: Research plan (Final Submitted Proposal)

Schedule 2: Contract with Funding Body

[Schedule 3: Budget]

 EXECUTED as an agreement:

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| **SIGNED** for and on behalf of **UPPSALA UNIVERSITY** |
| Name: NN |
| Position: Head of Department |
| Signature: |
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| --- |
| **SIGNED** for and on behalf of  |
| Name: |
| Position: |
| Signature: |
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| --- |
| **SIGNED** for and on behalf of **[**,] |
| Name: |
| Position: |
| Signature: |
|  |
|  |

|  |
| --- |
| **SIGNED** for and on behalf of **[]**  |
| Name: |
| Position: |
| Signature: |
|  |
|  |

Schedule 1

RESEARCH PLAN

[insert proposal/application as object]

Schedule 2

The Contract (Award Letter)

[insert funding award letter/head contract as object]

Schedule 3

Budget

[to use if applicable]