# Parties

The following parties have entered into this commissioned research agreement (the “Agreement”) on the date set out below:

1. Uppsala universitet, [department or equivalent], reg. no. 202100-2932, [address] (hereinafter referred to as ”UU”); and
2. [Customer’s full name], reg. no. [reg. no.], [address] (hereinafter referred to as “Customer”).

UU and Customer are hereinafter referred to jointly as “Parties” and individually as a “Party”.

# Background

The Customer conducts business within [business area].

UU’s core business is research and education. Among other things, research is conducted within [relevant research field]. Publication of research results is of particular importance for the scientific merit of participating researchers at UU.

The Customer wishes to commission UU to carry out research within [the research field]. UU has the competence and ability to conduct research in this area.

# The Project

The following research project shall be carried out by UU: [brief description of the project/project name] (the “Project”).

A more detailed description of the Project and a budget can be found in the project plan (the “Project Plan”), attached to this Agreement as Appendix A.

# UU’s project manager

The project manager at UU for the Project is: [the name and contact details of the project manager]

# The Customer’s contact person

The Customer’s contact person for the Project is: [name and contact details of the contact person]

# Remuneration

The Customer shall remunerate UU for the work carried out within the Project in accordance with the following:

[Information on remuneration, whether the remuneration is a fixed-price assignment or current account, etc. alternatively insert a reference to the Project Plan if the remuneration is stated therein – please note that remuneration must be at full cost coverage]

# Results

"Results" means all information arising from the performance of the Project, whether or not it constitutes intellectual property and whether or not it is subject to intellectual property protection without prior application or registration, including, but not limited to, patentable inventions, know-how and software.

“Background” means all information used in the performance of the Project and which does not constitute Results, including information that arises during the time of the Project's implementation but independent of the Project.

Background provided by a Party remains the property of that Party and may not be used by the other Party for any purpose other than the performance of the Project.

Notwithstanding the following, UU shall have a right to use all Results for non-commercial research and teaching purposes, without any obligation to pay compensation, provided, however, that applicable confidentiality obligations under this Agreement are observed.

[Option1]

The ownership of a Result vests in the person(s) generating the Result at UU. In the case of more than one person generating a Result, the Result is owned in shares based on the intellectual contribution to the generating of the Result.

The Customer receives a fully paid up, free, unlimited right to use the Results for any purpose.

[Option 2]

The ownership of the Results vests in the Customer. Copyright in any academic publications made by any participating researcher(s) employed by UU, based on Results, shall vest in the author.

# Personal Data Processing

As 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 the other 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.

# General terms and conditions

The Parties agree to follow the General Terms and Conditions for Commissioned Research at Uppsala universitet, set out in Appendix B to this Agreement.

# Additional terms

[Any other terms and conditions that are not set out in Appendix B, e.g. conditions for borrowing the Customer's equipment for the implementation of the Project alternatively this section is deleted]

# Agreement period

This Agreement shall enter into force upon signature of both Parties and shall remain in force until both Parties have fulfilled their obligations under the Agreement, but not later than: [date].

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement has been drawn up in two (2) identical copies, of which each Party has taken one (1).

|  |  |
| --- | --- |
| Date: | Date: |
| UPPSALA UNIVERSITET | [Customer’s full name] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: […]  Title: […] | Name: […]  Title: […] |
| By signing, I, the UU project manager, hereby confirm that I have read and understood the Agreement  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Name: […]  Title: […] |  |

APPENDIX A

# PROJECT PLAN (INCL. BUDGET)

# [To be attached]