RESEARCH COLLABORATION AGREEMENT

**L2a1c. Research Collaboration Agreement**

## PARTIES

The following ‘Agreement’ (including its appendices) is hereby entered into between

[name], [address], (hereinafter ‘[acronym]’) and

[name], [address], (hereinafter ‘[acronym]’)

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

## BACKGROUND

The Parties have initiated a collaboration to jointly conduct the ‘[Project name]’ research project (hereinafter ‘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

The Parties are to jointly implement the Project according to the project description set out in Appendix 1.

The Contact Person for the Project at each Party is:

At [acronym] [name, telephone, e-mail]

At [acronym] [name, telephone, e-mail]

If a Party finds or fears that its work within the Project cannot be carried out within the timetable in Appendix 1 (if any), the other Party must be notified as soon as possible, specifying the reason for the delay. The Parties shall then discuss how the delay may affect the Project and what changes, if any, may be needed due to the delay.

## FUNDING

Each Party shall bear its own costs within the Project.

## THE RIGHT TO BACKGROUND KNOWLEDGE AND RESULT

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

Background Knowledge provided by a Party remains the providing Party´s 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, subject to any restrictions identified by the providing Party at the time of contribution of the Background Knowledge in writing. Any other use of Background Knowledge requires separate terms agreed to with the owner(s) of the relevant Background Knowledge as set out in separate agreements taking applicable state aid rules into account.

‘Results’ refers to any findings and information arising from the implementation of the Project, regardless of whether or not it is protectable under intellectual property law 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 has generated the Result. Results that are generated jointly are to be jointly owned in shares based on the intellectual input that led to the generation of the Result.

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 research and education purposes, provided that such use is non-commercial and that applicable confidentiality commitments in accordance with the Agreement are observed. Any other use of the Results must be conducted under terms agreed to with the owner(s) of the Results in separate agreements and taking applicable state aid rules into account.

The Party whose employees has rights to Results undertakes make sure that such employees who participate in the Project, will comply with the obligations under this Agreement in relation to Results, including allowing others to use the Resultsas set out in 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 another 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 time of disclosure that the information is to be regarded as confidential and that 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 prior to the time of such Party’s execution of the Agreement,
* has legally come to the knowledge of a Party independently of the other Parties, or
* the disclosing Party later notifies as no longer confidential;
* after the signing of the Agreement was demonstrably generated by a Party on its own, independently of any information provided to it under this Agreement.

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 confidentiality obligations in this Agreement does not apply to disclosure of 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 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

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

During the Project and one (1) year thereafter, the following review procedure shall be followed.

Before Results are submitted for publication or otherwise made public, the other Party must 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 postponement is requested within the review period set out above, the information may not be published or otherwise made public for a maximum of ninety (90) calendar days from the date of the postponement request.

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

In all instances of publication, it must be clarified in an appropriate manner who the creator(s) is/are and that the publication is attributable to the Project. The respective contributions of the Parties are to be indicated in accordance with copyright and research ethics principles. Authorship on publications will be based on academic standards and customs. In accordance with academic standards, the Party that has provided material (also included in Appendix 3) and the contribution of its researchers will be expressly noted in all written or oral public disclosures incorporating data or research findings. The Parties shall also assure that appropriate acknowledgment is made for studies and third parties that have contributed to the collection and handling of samples and data.

## LEGAL AND REGULATORY COMPLIANCE

The Parties undertake to comply with all applicable laws and regulations when conducting the Project, including acquiring any required approvals from relevant ethical review authorities.

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

*The issue of personal data control needs to be assessed. Choose one option*.

[The Parties jointly determine the purposes and means of personal data processing and are jointly responsible for the personal data processing that occurs within the Project, as further specified and regulated in the Agreement on Joint Data Control, Appendix 2].

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

[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 Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the GDPR).]

## TRANSFER OF MATERIAL

As part of the Project, physical material covered by Swedish biobank legislation, will be transferred between Parties. The details of such transfers are governed by the terms set out in Appendix 3.

As for material not included in Appendix 3, that a Party (hereinafter ‘Provider’) provides to another Party (hereinafter ‘Recipient’) the following applies:

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

## EARLY TERMINATION

A Party may terminate this Agreement:

* if another Party is in breach of the Agreement and the offending Party does not remedy the breach 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 substantial material breach of the 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.

Notice of termination shall be in writing and the grounds of such 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 in writing between the remaining Parties.

Any obligations arising from this Agreement which by their nature should continue to apply even after the Agreement’s expiry or termination, shall continue to apply.

## 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 this 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, incidental, consequential, special or punitive damages arising from this Agreement unless such Party has breached its obligations under this Agreement intentionally.

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party’s obligations by it or on its behalf under this Agreement or from its use of any Material, Data, Background Knowledge and Results whether owned by that Party or obtained by it from another Party according to this Agreement.

A Party's liability, both for direct and indirect damages, can amount to a maximum sum corresponding to [SEK amount].

The terms of this Agreement shall not be construed to amend or limit any applicable statutory liability of the Parties.

## TERM

The Agreement enters into force upon the date of the last signature and remains active until the Parties have fulfilled their obligations in accordance with the Agreement, but no later than [date].

## TRANSFER AND CHANGE

Beyond what is specifically regulated by this Agreement, a Party is not entitled to transfer its rights or obligations under this Agreement to any another Party without the written consent of the other Parties.

Any changes to the Agreement shall be made by written agreement between the Parties, and signed on behalf of the Parties by their duly authorised representative(s) to take effect. For the avoidance of doubt, changes made to the Appendix 1 may be made in writing upon clear mutual agreement between the Parties, without the need of a signed formal amendment.

## DISPUTE RESOLUTION

This Agreement shall be governed by the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably through negotiations. If the Parties are unable to settle a dispute through negotiations, the dispute shall be referred to a public court in Sweden. If both Parties are governmental agencies of the Swedish state, the dispute shall instead be settled by a superior governmental body for final decision.

## APPENDICES

The Appendixes forming an integral part of this Agreement are:

☐ Appendix 1: Project description

☐ Appendix 2: Agreement on Joint Data Control or Personal Data Processor Agreement

☐ Appendix 3: Material Transfer Appendix

The terms of Appendix 2 (if applicable) takes precedence over the terms of this Agreement and all of its appendices in case of conflict. The terms of Appendix 3 takes precedence over the terms of this Agreement in case of conflict.

|  |
| --- |
| **SIGNATURES** |
| This Agreement has been drawn up in two (2) original copies, of which each Party has received one copy. |
| **[Acronym]** | **[Acronym]** |
| Date:      | Date:      |
| Signature: | Signature: |
| Name and title in print:      | Name and title in print:      |