**AGREEMENT ON COMMISSIONED RESEARCH**

 [Project Title] (“Task”)

**Aarhus University**

Business Reg. No. 31119103

[Department]

Nordre Ringgade 1

8000 Aarhus C

Denmark

(”AU")

and

[**Name**]

Business Reg. No. [insert number]

[Address]

[Postal code and city]

[Country]

("Client")

(Separately, AU and the Client are also referred to as “the Party” and jointly “the Parties”)

1. **1 Purpose**
	1. The Client wishes for AU to [insert brief description of the topic Client requests studied, examined, tested or the like], as described in detail in Attachment 1.
	2. The purpose of this Agreement is to provide the legal framework for the resourcing and delivery of the Task.
2. **Definitions**

**Agreement:** This agreement on commissioned research with Attachment 1 and Attachment 2.

**Background Knowledge:** Technology, know-how, equipment, materials (both technical and non-technical) and information, including inventions, improvements, discoveries, software etc., whether patentable, registerable or protected by copyright or not, that are generated or controlled by a Party before the beginning of the Task and which is made available for the completion of the Task.

**Commencement Date**: The start date of the Task, namely: [DD.MM.YYYY].

**Confidential Information:** Client’s Background Knowledge clearly marked confidential or undoubtedly of confidential nature and Specific Foreground Knowledge.

**Conflict of Interests:** Any situation where the impartial and objective implementation of the Task is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest or research misconduct.

**Foreground Knowledge:** All knowledge – including any data and/or result, regardless of form and regardless of whether it is or can be protected and intellectual property rights derived thereof, which is generated in connection with the Task by a person employed with and allocated by AU to the Task.

**Price:** The agreed price for the Task as specified in Attachment 2.

**Specific Foreground Knowledge:** Foreground Knowledge, which undoubtedly is; (i) generated as a direct result of AU’s work on the Task; (ii) the generation of such Foreground Knowledge being the core purpose of the Task; and (iii) the generation of such Foreground Knowledge is necessary to fulfil the Task.

**Task:** The task that forms the subject of this Agreement, as described in Attachment 1.

1. **Execution of the Task**
	1. The Parties have agreed to be bound by the content, deliverables and time schedule for the Task as specified in Attachment 1. AU shall conduct the Task in accordance with good scientific practice, using the knowledge available at AU and the facilities at AU’s disposal and all activities conducted in the framework of this Agreement shall be done in compliance with all applicable laws, regulations, and guidelines, including the Danish Code of Conduct of Research Integrity and *“Policy for research integrity, freedom of research and responsible conduct of research at Aarhus University”*.
	2. AU is solely responsible for the planning and conduction of the research work allocated to AU as part of the Task in accordance with AU’s internal rules.
	3. AU shall assign personnel of appropriate qualification and experience to perform and fulfil its obligations under this Agreement.
	4. AU has appointed [name, title, e-mail] as its contact person for performance of the Task. The Client has appointed [name, title, e-mail] as its contact person in relation to the Task.
	5. AU shall not provide any guarantee and cannot be held liable if its performance in connection with the completion of the Task does not lead to a specific result.
2. **Price and payment terms**
	1. The Parties have agreed on the Price as specified in the budget in Attachment 2. The Price is prepared by AU in accordance with the budget guidelines issued by the Danish Ministry of Finance concerning commissioned research and covers all AU’s expenses in connection with the Task, set on market terms.
	2. Unless otherwise explicitly stated in Attachment 2, all amounts are expressed in Danish Kroner (DKK) and stated without VAT. VAT will be added to the Price according to applicable law. The Client is responsible for paying VAT and other taxes in connection with payment of the Price.
	3. Unless otherwise agreed in the Attachment 2, any payments by the Client to AU shall be made within thirty (30) calendar days from the date of AU’s invoice.
	4. If the agreed budget according to Attachment 2 cannot be complied with by AU and this is not due to errors or omissions by AU, the Parties shall jointly reassess the Task and the costs required to finalize the Task. The Client shall subsequently decide whether the Task shall be carried out at a higher price or be terminated as is, cf. Clause 9.2.
3. **Rights**
	1. The Client shall acquire all rights to Specific Foreground Knowledge without payment of additional fees. All rights to other Foreground Knowledge than Specific Foreground Knowledge shall remain with AU.
	2. During the term of the Agreement, the Parties shall grant each other a non-exclusive, non-transferable, fully paid-up, royalty free access right to use their respective Background Knowledge that is strictly required for the purpose of completing the Task and for no other reason.
4. **Confidentiality**
	1. AU shall not pass on Confidential Information generated by the employees of AU during work on the Task or which AU has received from the Client to a third party.
	2. AU shall only make Confidential Information available to its employees for the purpose of executing the Task. AU shall ensure that the mentioned employees are obliged to comply with the duty of confidentiality.
	3. AU’s duty of confidentiality as set out in Clauses 6.1 and 6.2 shall not apply to knowledge that:
* at the time of acquisition was or later became publicly available and not as a result of a breach of the duty of confidentiality;
* was received without any restrictions regarding confidentiality from a third party who was entitled to pass on the knowledge in question; or
* was developed independently of his participation in the Task as documented in the books and records of AU.
	1. AU may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Client as much notice of this disclosure as possible.
	2. Any of AU’s Background Knowledge that has no connection with the Task, received by the Client during the term of the Agreement, shall be kept confidential by the Client subject to the exceptions set out in Clause 6.3.
	3. For the avoidance of doubt the existence of this Agreement shall never be deemed Confidential Information.
1. **Publication**
	1. The Client shall be free to use and publish the Specific Foreground Knowledge acquired by the Client, cf. Clause 5.1. To the extent that the Specific Foreground Knowledge is delivered to the Client in a report format, white paper or similar, the Client may only publish such report etc. as delivered by AU, or any summary of such report, if prepared by AU. The Client is not entitled to publish only parts of any such report etc. or other versions hereof without prior written approval of AU.
	2. The Client’s publication of Specific Foreground Knowledge in accordance with Clause 7.1 shall be subject to appropriate acknowledgement to AU, unless AU chooses to waive such acknowledgement.
	3. Except for the acknowledgement as stated in Clause 7.2, the Client shall not without the written permission of AU directly or indirectly refer to AU or employees of AU in connection with the marketing of the Client or its products or otherwise use AU’s name for commercial purposes.
	4. AU shall be entitled to publish the Foreground Knowledge not constituting Specific Foreground Knowledge.
2. **Liability**
	1. Except as otherwise stated in this Agreement, the Parties shall be liable in accordance with the ordinary rules of liability in Danish law.
	2. The Client’s use of Specific Foreground Knowledge shall in every respect take place on the Client’s own responsibility. The Client may not in any way or in respect of any situation bring a claim against AU based on such use. The Client acknowledges that Specific Foreground Knowledge is provided ‘as is’ and without any representation or warranty, express or implied, as to its accuracy or completeness, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or any warranty that the use of Specific Foreground Knowledge will not infringe or violate any patent or other proprietary rights of any third party.
	3. The Client shall indemnify and hold AU harmless from any losses due to a third party’s claim for compensation that result from the Client’s use of Specific Foreground Knowledge or from AU’s use of the Client’s Background Knowledge in connection with the Task, including without limitations product liability claims and/or infringement of intellectual property rights.
	4. No Party shall be liable for a failure to fulfil its obligations under the Agreement if the failure to perform is due to force majeure. The same applies if a Party is prevented from fulfilling its obligations under the Agreement caused by the pandemic of coronavirus and the related governmental initiatives.
	5. Apart from a breach of confidentiality, cf. Clause 6, AU’s liability towards the Client shall not include the Client's consequential losses such as production interruptions, loss of turnover/profit, or other indirect losses.
	6. AU’s liability towards the Client shall not exceed the Price.

1. **Duration and termination**
	1. The Agreement shall enter into force by the Parties’ signatures to the Agreement with effect from the Commencement Date. Except for the provisions of the Agreement that according to their content are intended to remain in effect for longer, the Agreement shall expire when the Task has been completed, cf. Attachment 1.
	2. The Agreement may be terminated by either Party with a three (3)-month written notice, irrespective of cause. The Client can however terminate without notice as set forth in Clause 4.4.

* 1. AU shall be entitled to terminate the Agreement with a one (1)-month written notice in the event that the employee(s) of AU allocated to the Task is unable to perform the Task, irrespective of cause. The right to terminate the Agreement is subject to the condition that AU is not able to allocate other competent employees to the Task.
	2. In the event of termination of this Agreement, the total sums payable by the Client pursuant to this Agreement shall be equitably prorated for actual work performed to the date of termination, including any reasonably non-cancellable costs and start-up costs, with any unexpended funds previously paid by the Client to AU being refunded to the Client.
1. **Miscellaneous**

10.1 Being a public research institution AU is subject to Danish public law, including the Danish Public Administration Act and the Public Records Act. Furthermore, to the extent that AU is legally obligated to publish information on private financing of the AU’s activities, the Client shall accept that the requested information is published in accordance with relevant legal provisions.

10.2 The rights and obligations under this Agreement cannot be assigned to a third party except in the event of structural changes or changes regarding jurisdiction, etc. within the public research sector and except in the case of mergers or divisions or assignment to another company within the same group or to a third party in connection with that Party’s complete or partial takeover of Party’s assets and liabilities, provided always that the performances of the Parties under this Agreement are not affected.

10.3 The Parties do not accept other restrictions between themselves than those expressly mentioned in the Agreement, including restrictions of competition.

10.4 The Parties shall take all necessary measures to prevent Conflict of Interests. In case a Party becomes or is made aware of any circumstances constituting or likely to lead to a Conflict of Interest in connection with the Task, the Parties shall be notified without delay. The Parties shall immediately take all necessary steps to rectify this situation.

1. **Governing law and venue**

11.1 All disputes between the Parties arising from or in connection with this Agreement shall be settled in accordance with Danish law by the ordinary courts of Aarhus, Denmark. Before taking any legal action, the Parties shall endeavour to settle the dispute amicably.

1. **Attachments**

12.1 The following attachments form an integrated part of the Agreement:

* + Attachment 1: Task description
	+ Attachment 2: Price

12.2 In the event of any conflicts or discrepancies between the attachments and the core text of this Agreement, the latter shall prevail.

1. **Signatures by authorized individuals of the Parties**

|  |  |
| --- | --- |
| For Aarhus University Date:Name: [name]Head of Department | For ClientDate:Name: [name]Title: [title] |

**ATTACHMENT 1: Task description**

**1. Task description**

[Add a description of the Task, e.g.: *“AU is requested to carry out the following Task which is deemed to be a logical extension of AU’s normal activities...”*]

**2. Execution of the Task**

The execution of the Task will comprise the following activities:

[*– Financial control and time management*

*– Delegation of work*

*– Status meetings and preparation of one or more reports*]

AU has appointed the following individuals to carry out the Task: [*indicate name of individual and the department of AU at which the person is employed*]*.*

**3. Time schedule**

The Task will commence on the Commencement Date and is expected to be completed on [*DD.MM.YYYY*].

[*The execution of the Task is divided into a number of stages:*

*Stage 1: Initial studies and preparation of a prototype model.*

*Stage 2: Execution of various tests and validation of data sets.*

*Stage 3: Construction of a prototype.*

*Stage 4: Preparation of a final report to the Client.*]

**4. Deliverables**

The Specific Foreground Knowledge will be delivered to the Client in the following format:

* *[report]*
* *[summary of the report]*
* *[raw data, lab tests]*
* *[prototype]*

**5. Equipment/materials**

The following equipment or material (Background Knowledge) is made available for carrying out the Task:

* By AU to the Client:[*Examples of equipment are: appliances, material samples, test animals, reagents, etc.*]
* By the Client to AU: [*Examples of equipment are: appliances, material samples, test animals, reagents, etc.*]

**ATTACHMENT 2: Price**

|  |  |
| --- | --- |
| **Type of costs** | **Payment by the Client** **to AU** |
| **Personnel/Salaries***(e.g. research assistant, 0.7 man years. The calculation of the salary costs will typically be based on AU’s rates for the employees involved in the execution of the Task. There may also be cases in which a specific Task cannot be solved by academic staff but only by technical or administrative staff.*  | *(The costs can e.g. relate to an associate professor at AU or a laboratory assistant/technician, etc.* |
| **Materials/Consumables***(can be of a technical or non-technical nature, including test animals, appliances, reagents, etc.)* |  |
| **Overheads** |  |
| **Total** |  |

Terms of payment:[*Insert “As described in Clause 4.3” or insert other terms of payment here. It is possible, for example, to arrange that payment be made according to the individual stages/milestones in the Task (see also Attachment 1.)*]