**AGREEMENT ON COMMISSIONED RESEARCH**

 [Project title] (‘Assignment’)

**Aarhus University**

CVR: 31119103

[Department]

[Address]

[Postal code and city]

Denmark

(Hereinafter referred to as ‘AU’)

And

**[Name]**

Company reg. no. [insert number]

[Address]

[Postal code and city]

[Country]

(Hereinafter referred to as ‘Company’)

(Separately, AU and the Company are also referred to as ‘the Party’ and jointly ‘the Parties’).

1. **Purpose of the agreement on commissioned research assignment**
	1. The Company has commissioned the Assignment as described in the assignment description (attachment 2) and AU is committed to conduct the Assignment that commences [start date] and terminates [end date]. This Agreement shall be effective as of the Commencement Date.
	2. The objective of this Agreement is to provide the legal framework for the resourcing and delivery of the Assignment, which shall be governed by (i) this Agreement, (ii) attachment 1 the Standard Terms on Commissioned Research of Aarhus University (Attachment 1), (iii) attachment 2 assignment description mentioned below and (iv) attachment 3 price mentioned below (jointly referred to as ‘the Agreement’).
2. **Obligations of the Parties**
	1. The Parties have agreed to the content, deliverables and a time schedule for the Assignment, which are specified in attachment 2. AU shall conduct the Assignment 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 in the Project in accordance with AU’s internal rules.
	3. The Parties shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest or research misconduct ("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 the Project, the Parties shall be notified without delay. The Parties shall immediately take all the necessary steps to rectify this situation.
	4. AU has prepared a price for the Assignment, as detailed in the attachment 3 to this Agreement. The budget was prepared in accordance with the budget guidelines issued by the Danish Ministry of Finance concerning commissioned research. All amounts are expressed in Danish kroner. Value added taxes to be added according to applicable law.The price cannot be changed without explicit prior written agreement by the authorized individuals of the Parties. Terms for all relevant payments are also stated in attachment 3 and attachment 1, clause 3.
	5. AU has appointed [name, title, e-mail] as their contact person for performance of the Assignment. The Company has appointed [name, title, e-mail] to plan the Assignment together with the AU contact person mentioned.
3. **Corona Pandemic**
	1. This Agreement has been concluded during the pandemic of coronavirus (covid-19) which has entailed a range of governmental initiatives, including bans and recommendations, having a significant influence on the Parties’ ordinary activities e.g. the physical shut down of public universities and suspension of a range of laboratory activities. If a Party is prevented from fulfilling its obligations under the Agreement caused by the pandemic of coronavirus and the related governmental initiatives this shall not be regarded as a breach. Accordingly, none of the Parties shall be liable or deemed in breach for a failure to fulfil their obligations under the Agreement if the failure to perform is due to the pandemic of coronavirus.The Party prevented from fulfilling its obligations must inform the other Party hereof in writing and the Parties will jointly agree on necessary actions due to the non-fulfillment**.**
4. **Signatures by authorized individuals of the Parties**

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