**Collaborative Agreement on company-employed PhD student**

**(’the Agreement’)**

By and between

Aalborg University (hereinafter referred to as ’AAU’)

VAT no. 29102384

Department of……

Post Office Box 159

9100 Aalborg

Denmark

and

Name and type of company (hereinafter referred to as ’the Company’)

VAT No.

Address

Postal code/city

Country

AAU and the Company shall also be referred to as Party or Parties.

**1. Basis for the Agreement**

1.1 The Parties agree that [Name] (the ‘PhD Student’) shall be enrolled as a full time PhD student at AAU within the academic field of [xxxxxxxxxx]. The enrolment is based on the positive assessment of the PhD Student’s project application by the Doctoral School at AAU. The PhD Student shall be enrolled by the Doctoral School, Department of …………., AAU.

1.2 The PhD Student is employed by the Company on ordinary terms of employment and the Company undertakes the same responsibilities, rights and obligations as the Company undertakes for any other employee of the Company.

1.3 The PhD Student shall have his/her workplace at the Company but shall to a certain extent stay at AAU premises attending PhD courses and receive supervision.

**2. Content and duration of the collaboration**

2.1 The Parties shall jointly describe the contents of and the framework for the PhD project in a project description to be enclosed as appendix 1 to the Agreement. The appendix shall explicitly describe all tasks in the PhD project and the time schedule for the individual project stages (the ‘PhD Project’).

2.2 This Agreement shall become effective on the XX-XX-20XX (the ‘Effective Date’). The duration of the PhD Project is three (3) years from the Effective Date and the Agreement shall terminate upon completion of the PhD Project, unless terminated earlier in accordance with section 8 or 9. The PhD Project may be extended upon mutual agreement and approval by the Doctoral School at AAU, e.g. due to maternity/paternity leave. The PhD Project shall be performed in accordance with the Danish Ministerial Order on the PhD Programme at the Universities and Certain Higher Artistic Educational Institutions in force at the time in question (Ministerial Order no. 1039 of 27 August 2013 or later amended consolidation acts).

**3. Financing**

3.1 The Company shall defray all costs relating to salary and travelling for the PhD Student in connection with the completion of the PhD Project.

3.2 (Choose one of the following:)

1: AAU shall defray costs relating to supervision of the PhD Student in connection with the completion of the PhD Project.

2: The Company shall pay all costs connected to the enrolment and supervision of the PhD Student at AAU. The payment to AAU includes the following costs:

|  |  |
| --- | --- |
| Cost of 3 years of PhD-studies (6 semesters) | DKK |
|  |  |
| VIP salary (supervision) |  |
| Assessment |  |
| Department costs pr. year |  |
|  |  |
| Department costs of 3 years |  |
| Overhead, XX % |  |
| Total costs for 3 years |  |

3.3 Payment shall be made in three instalments:

On the Effective Date DKK xxxxx

One (1) year from the Effective Date DKK xxxxx

Two (2) years from the Effective Date DKK xxxxx

An invoice will be issued prior to payment. Payments shall be made thirty (30) days after demand.

**4. Supervision and dissemination activities**

4.1 The academic supervision of the PhD Student shall be performed by Professor ……………, Department of ……………., AAU (the ‘AAU supervisor’).

4.2 The PhD Student shall attend relevant PhD courses approved by AAU.

4.3 AAU requires that xxx hours dispersed over the 3 years duration of the PhD Project are reserved for dissemination activities. The Parties agree that the PhD Student shall concern him-/herself with…. (to be completed by the Department if relevant. Examples could be project supervision, lab instruction, project presentations national or international, reporting and disseminating results to the Company).

**5. Ownership and exploitation of Background Information and Foreground Information**

5.1 ’Background Information’ shall mean technology, know-how, materials and information, including inventions, improvements, discoveries, software etc., whether patentable, registerable or protected by copyright or not, and know-how that are generated or controlled by the Parties before the start of the PhD Project.

5.2 All rights and title to Background Information shall remain with the Party, who owns or controls such Background Information at the time of entering into this Agreement. Background Information made available by the Parties may only be used for performance of the PhD Project.

5.3 ’Foreground Information’ shall mean technology, know-how, materials and information, hereunder inventions, improvements, discoveries, software etc., whether patentable, registerable or protected by copyright or not, and know-how that are generated as part of the PhD Project.

5.4 Rights and title to Foreground Information shall be vested solely in the Party, who has generated such Foreground Information.

5.5 Rights and title to Foreground Information that has been generated jointly by the Parties shall be vested jointly in the Parties with shares equivalent to each Party’s intellectual share.

5.6 Rights and title to Foreground Information generated solely by the PhD Student shall be vested solely in the PhD Student or the Company according to national legislation and the employment agreement.

5.7 Foreground Information that can be protected or is protected by law (e.g. through patent, utility model, copyright, design right or trademark), and is generated by the AAU supervisor belongs to AAU or the AAU supervisor, in accordance with applicable legislation. The Company is entitled to obtain a non-exclusive license to such Foreground Information for commercial use on fair and reasonable conditions.

**6. Publication**

6.1 The Parties shall enjoy the unrestricted right to publish their own Foreground Information. Foreground Information jointly owned by the Parties can be published individually by any of the Parties notwithstanding that the other Party may not wish to participate in the publication and provided it does not hamper the completion of the Project and the PhD Student’s education and attainment of the PhD degree. The AAU supervisor shall read and discuss draft publications and the PhD-thesis completed by the PhD Student as usual.

6.2 The Company agrees to and fully accepts that the PhD Student is subject to an obligation to disseminate with regards to Foreground Information, and that the PhD-thesis shall be subject to a public defense, cf. the Danish Ministerial Order on the PhD Programme at the Universities and Certain Higher Artistic Educational Institutions.

6.3 In the event of the preparation and submission of a patent application or an application for registration as utility model, each Party may demand any publication be postponed for an adequate period of time, which, however, may not exceed a period of 3 (three) months from the date the thesis was handed over for assessment. For the avoidance of doubt the license option in section 5.7 shall not prevent AAU from publishing Foreground Information generated by AAU.

**7. Confidentiality**

7.1 ‘Confidential Information’ shall mean information concerning commercial, economic, technical, scientific, research related and other conditions, including but not limited to technology, inventions, processes, procedures, rights, specifications, design, plans, drafts, data, biologic materials, software, prototypes and strategies, whether protected by immaterial property rights or not, which a Party receives or gets access to as part of the PhD Project.

7.2 The receiving Party is only allowed to use the Confidential Information for the completion of the PhD Project and shall keep the Confidential Information confidential. The receiving Party shall not under any circumstances – without written approval from the disclosing Party– disclose Confidential Information to any third party.

7.3 The receiving Party shall treat the Confidential Information with necessary care to secure non-disclosure.

7.4 Confidential Information does not comprise information and/or material, which:

- at the time of receipt was published or in any other way made available to the public,

- after the time of receipt has been published or made available to the public other than by neglect of this obligation of confidentiality,

- already at the time of receipt was in the rightful possession of the receiving Party without any restrictions,

- rightfully has been disclosed by a third party, or

- is generated by the receiving Party independently of the PhD Project.

7.5 This obligation of confidentiality shall cease no later than three (3) years from the time of receipt.

7.6 The Agreement does not prevent the receiving Party from disclosing Confidential Information to the extent that the receiving Party is required to do so according to statute, judicial order or binding legislation act. Confidential Information covered by this section shall still be considered Confidential Information to the extent that it does not become public as a result hereof. The receiving Party shall as soon as possible notify the disclosing Party of disclosure in accordance with this section to enable the disclosing Party to protect its interest to the maximum feasible extent.

**8. Termination**

8.1 The Agreement shall only be terminable by AAU, if the PhD Student is expelled from the PhD programme in accordance with the rules in the Danish Ministerial Order on the PhD Programme at the Universities and Certain Higher Artistic Educational Institutions. The Agreement shall however lapse automatically if the PhD programme is interrupted, regardless of the reason for the interruption.

8.2 In case, the PhD Student’s employment at the Company is terminated and the PhD Student wishes to continue the PhD Project, the Company is responsible for paying AAU's costs in connection with the PhD Student’s completion of the PhD Project, according to the budget in section 3.2. The PhD Student and the Company may agree on a different internal distribution between the PhD Student and Company in connection with the employment of the PhD Student.

**9. Breach of Agreement**

9.1 In the event that a Party materially breaches its obligations according to the Agreement, the other Party will give formal notice to such Party requiring that such breach will be remedied within thirty (30) calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the other Party may decide on the consequences thereof which may include termination of the Agreement.

**10. Liability and authority to instruct**

10.1 The Parties shall be liable in accordance with the ordinary rules of liability in Danish law. Apart from breach of confidentiality, cf. section 7, the Parties shall however not be held liable for any indirect losses, consequential damages, operating losses, lost earnings or other economic consequential losses, including claims of a third party. Except in the case of gross negligence or intentional acts, a Party’s collective liability shall in all respects be limited to an amount of DKK 500,000 per Party.

10.2 In respect of any information or materials (incl. Foreground Information and Background Information) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and AAU shall not be liable in case of infringement of proprietary rights of a third party resulting from the Company’s use of Foreground Information generated by AAU, cf. section 5.7.

10.3 As employed by the Company the PhD Student is subject to the Company’s authority to instruct, including its directions for safety and environment at the workplace.

10.4 When the PhD Student is conducting research activities at AAU premises, the PhD Student shall be subject to AAU’s authority to instruct, including its directions for safety and environment at the workplace. Notwithstanding the foregoing, the Parties agree, that any loss suffered by AAU caused by the PhD Student shall be covered by the Company.

**11. Law and venue**

11.1 The Agreement shall be governed by Danish Law, however, with the exception of international private law and rules concerning choice of law, to the extent that such rules would lead to the application of another country’s law.

11.2 Any dispute between the Parties arising from this Agreement, including interpretation and application of the Agreement, and which cannot be settled amicably by the Parties, shall be tried by the Court of Aalborg as the court of first instance. Disputes concerning intellectual property rights may however in accordance with the rules in the Danish Administration of Justice Act be tried by the Maritime and Commercial High Court of Denmark.

**Signatures**

For **AAU**

Place, date:

Name:

Title: Head of Department

Name:

Title: AAU Supervisor

Name:

Title: Head of Grants and Contracts

For the **Company**

Place, date:

Name:

Title:

Name:

Title:

**List of Appendixes**

Appendix 1: PhD Project Description