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Commissioned activities – general regulation

1. Project leader and contact person

1.1 The project leader is authorised to receive all notices and to make decisions in current questions relating to the commission.

1.2 The principal will name a contact person who is authorised to receive all notices and to make decisions in current questions relating to the commission.

2. Sub-consultant

The university has the right to utilise sub-consultants for the execution of the project or a part of the project when it does not imply a risk that confidential information will be transferred to a third party. In other cases, the approval of the principal is required. The engagement of a sub-consultant does not restrict the responsibility of the university in relation to the principal.

3. Collateral consultant

If the principal wishes to engage a collateral consultant with whom the project leader may need to cooperate, the project leader will be given the opportunity to express comments relating to the choice in question.

4. Information, reporting, inspection

4.1 At the time the agreement enters into force, or at a later time, the principal shall give the university access to premises, information, documentation and material needed to accomplish the commission in accordance with the time plan.

4.2 The university will keep the principal continuously informed on all events of any significance for the commission during the accomplishment of the commission and will allow the principal to have full access to the advancement of the work. Written reports will normally be submitted in one copy. The university has the right to make and retain additional copies of the reports.

5. Times, hindrances

5.1 The commission shall be accomplished in accordance with the time plan stated in the agreement. If hindrances to the accomplishment of the commission occur, the project leader will immediately inform the principal in writing.

5.2 If delays occur, the principal has the right to compensation only under the condition that it is specifically stated in the agreement.

6. Order and security regulations

The staff employed by the university will comply with the principal's security and other regulations when working in or visiting the principal's premises in connection with accomplishment of the commission.

7. Apparatus and equipment

7.1 Apparatus or other equipment belonging to the principal, but which is placed in university premises, will be at the risk of the principal. The principal shall immediately remove such equipment at the request of the university.

7.2 The principal is responsible for equipment that belongs to the university and which is located in the premises of the principal.

8. Remuneration

8.1 The remuneration for the commissioned work is settled in the agreement.

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8.2 If the agreed remuneration is based on maximum cost, the university, in the event of the maximum cost possibly being exceeded, will report to the principal when 75% of the maximum cost has been reached in order that an agreement on an increase in the maximum cost or a restriction of the commission can be agreed upon.

8.3 The university has the right to introduce index regulation of the remuneration in order to compensate the university for negotiated salary costs, increased material costs, social and other cost increases. The right of the university to index-regulate the remuneration shall, in such cases, be stated in the agreement.

8.4 Unless otherwise is stated in the agreement, travelling costs and daily allowance along with representation costs are included in the agreed remuneration.

9. Taxation

If there is a requirement to pay value added tax, this tax shall be specifically debited the principal and shall not be included in the agreed remuneration.

10. Payment

10.1 Payments shall be made upon receipt of an invoice. Unless otherwise stated in the agreement, invoices will be submitted monthly. The invoice shall state the type and extent of work that has been done during the time period relating to the remuneration. The invoice will also include details of whether the sum refers to full or part payment.

10.2 Payment shall be made within 30 days of the date on the invoice. In cases of delayed payment, the university has the right to debit an interest on overdue payment in accordance with current legislation (räntelagen).

11. Ownership and utilization rights to results

11.1 Intellectual property rights

In case the results of the commission are protected by legislation relating to copyright, protection of registered design, or other similar legislation, the results accrue to the originator at the university. The principal has the right to utilise the results of the commission for the agreed purposes of the commission. In cases where utilisation is to take place in additional respects, the permission of the owner of the copyright (or corresponding person) is required. The owner is also entitled to a remuneration.

11.2 Inventions

In this agreement, the term "invention" refers to inventions that can be patented. If the commission results in an invention which is made by staff employed by the university and which is a direct result of the commission or which is directly based upon information that the principal has provided in connection with the commission, the university is obliged to, through the project leader, immediately inform the principal. At the request of the principal, the university shall take all the necessary measures needed to ensure that the right to the invention shall be transferred to the principal. Such a request shall be made by the principal within three (3) months after he has been informed of the invention, regardless of whether the patent application has been submitted or not. If the principal has not replied within the stipulated time, he has lost the right to the invention.

If the principal wishes to exert his right to acquire the invention, he shall compensate the inventor. The remuneration shall be calculated in the same way as if the inventor had been an employee of the principal. Expenses in connection with the application for, and obtaining, a patent will be the responsibility of the principal.

If the principal exerts his right to acquire the invention, the university has the right to use the invention in further research and teaching without compensating the principal.

11.3 Other results

The university has the right to freely use general techniques, systems and methods that are developed or utilised within the commission in further research and teaching. Such use will occur anonymously, i.e., the name of the

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principal shall not be used and the contents of the results must be modified in such a way that it is not possible to identify the principal.

11.4 Samples etcetera

All other results in the form of products, samples or physical objects that correspond to the concrete formulated commission in the agreement are the property of the principal.

12. Confidentiality

12.1 The university shall not, without the principal's written permission, supply a third party with information relating to the principal's commercial and competitive conditions, systems and projects that the university has been given access to in order to accomplish the commission in this agreement, or such information that emerges as a result of the commission.

12.2 Confidentiality does not apply to such information that is, or will become, general knowledge, or information that the project leader and his collaborators can demonstrate to have been in their possession at the time of the signing of the agreement, or which is lawfully communicated to them irrespective of the principal or information that demonstrably has been developed by the university after signing of the agreement and is independent of information communicated through this agreement. The parties recognise that the university applies the principle of public access to official records. Therefore, confidentiality does not apply to information that the university is obliged to disclose due to a statutory or other equivalent regulation.

12.3 The confidentiality regulations above apply for three (3) years after the completion of the commission (from the date of the final report), however never for a longer total time than ten (10) years from the receiving of the information.

13. Publication

13.1 The project leader and his collaborators shall have the right to publish the results in accordance with the university's established norms for dissemination of research results, after approval in accordance with paragraph 13.2.

13.2 Before the results are submitted for publication or in any other way made public, the principal shall be provided with an opportunity to examine the draft publication for a period no longer than 30 days. The principal is entitled to make a written demand for the dissemination to be delayed in order to apply for a patent or other equivalent intellectual protection. If such a demand is submitted, the information shall not be published or in any other way be made public for a time period of sixty (60) days from the time of the demand.

13.3 Manuscripts for publications, brochures or other form of publication by the principal, where the principal refers to the participation of the university in the commission, shall be approved by the project leader before publication. A reply shall be submitted within 30 days after the manuscript has been obtained.

14. Limitation of liability

14.1 The university assumes responsibility for the commission being conducted as thoroughly as possible. Neither the university nor the project leader assumes economic responsibility in relation to the principal if the work should not lead to the anticipated result.

14.2 The university is not responsible for compensation relating to production losses, loss of profit or other indirect damage of any kind unless the university has either deliberately or by gross negligence breached against an obligation in the agreement. The university's responsibility is, in all cases, restricted to maximum the value corresponding to the remuneration for the work according to the agreement, however never extending beyond the maximum amount of the university's insurance (such maximum amount including any self-deductible).

14.3 The university assumes no responsibility for injury on the principal's personnel during the execution of the commissioned work.

14.4 Unless otherwise settled in the agreement, the university's liability for damage on property is restricted to maximum the value corresponding to the remuneration for the work according to the agreement, however never

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extending beyond the maximum amount of the university's insurance (such maximum amount including any self-deductible).

14.5 If the principal wishes to make a claim against the university for damages, the principal shall inform the university in writing without unreasonable delay after becoming aware of the damage. The right to damages shall be lost if the claim is not made within six (6) months after the damage became known to the principal.

14.6 The principal shall hold the university and the project leader harmless from any claim from a third party concerning injury on person, damage on property or any other damage.

15. Force majeure

Neither the principal nor the university has any obligation to compensate the other party if either of them is prevented from fulfilling their obligations in the stipulated time on account of conditions that could not have been predicted and whose negative influence could not have reasonably been avoided.

16. Cancellation, revokement or limitation of the agreement

16.1 Either party has the right to terminate the agreement if the other party has grossly contravened the agreement and not corrected the contravention within one month from receiving a notice from the first party that he, in case of non-correction, intends to terminate the agreement.

16.2 The university has the right to terminate the agreement with one (1) month's notice if accomplishment of the commission is made impossible through persons associated with the project terminating their employment at the university and if new staff with suitable qualifications and sufficient competence cannot be employed with reasonable efforts, or if unique equipment, e.g. computers, has become unusable and cannot be repaired within reasonable time.

16.3 In case of the principal terminating the agreement in accordance with paragraph 16.1 or the university terminating in accordance with paragraph 16.2, the university has the right to demand full compensation up to the time of the termination of the agreement, whereas the principal is not obliged to pay for the non-completed part of the commission. In case of the university terminating the agreement in accordance with paragraph 16.1, the university has the right to demand the entire agreed remuneration in accordance with the agreement.

16.4 The principal has the right to limit the commission if the agreed maximum cost in accordance with paragraph 8.2 has been reached.

17. Archives

The university is responsible for the establishment of archives in accordance with current regulations. The completed archive will be deposited in the university archives together with, if relevant, a statement of applicable confidentiality.

18. Participation of employees in commissioned activities

The university undertakes to draw up an agreement with university-employed teachers and other staff participating in commissioned activities whereby it is stated that they will follow the above regulations. The agreement will include an approval of the transfer of rights in return for a compensation as set out in paragraph 11.2.

19. Modification of agreement

If modifications of the agreement are to apply, they shall be made through written agreement between the parties concerned. If a party requires a modification of the agreement, the other party shall respond within 15 days.

20. Governing law

Swedish law is the law applicable to this agreement.

21. Disputes

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Disputes relating to the agreement shall be decided in accordance with the Swedish statute on arbitration. The arbitration process shall take place in Uppsala.