**Collaboration Agreement**

**on Public Research**

**(’the Collaboration Agreement’)**

Between

Aalborg University (hereinafter referred to as ’AAU’)

VAT No. 29102384

Department of…

Fredrik Bajers Vej 7K

9220 Aalborg East

Denmark

and

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

VAT. no. XXXXXXXX

Address

Postal code/city

Country

(AAU and Institution abbreviation are also referred to as ’Institution’ and jointly ’Institutions’.)

(Company abbreviation and Company abbreviation are also referred to as ’Company’ and jointly ’Companies’.)

**1. Basis for the agreement**

1.1 This collaboration shall be governed by this Collaboration Agreement consisting of this core text and the following Appendices (jointly referred to as ’the Agreement’):

# Appendix 1: AAU Standard Terms for Research Collaboration

Appendix 2: Project Description

Appendix 3: Budget

Appendix 4: Field of Use. *To be completed by the Company and approved by AAU.*

Appendix 5: Grant agreement from Third Party including appendices. *If the Research Project is based on a grant from a Third Party as described in the Standard Terms section 1.2.*

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Portable document format (PDF) copies of this Agreement shall have the same force and effect as an original.

**2. Purpose**

2.1 The sole purpose of the collaboration is to conduct the research project ‘title’ supported by ‘granting authority’ (’the Purpose’).

2.2 In order to achieve the Purpose, the Parties have described the contents of and the framework for the collaboration (the ‘Research Project’) in Appendix 2 (the ‘Project Description’), including all activities in the Research Project and the time schedule for the individual project stages.

**3. Financing and payment**

3.1 The complete contribution from the Company to AAU amounts to XX DKK (exclusive VAT).

3.2 The complete budget for the entire Research Project, including the distribution of funds between the Parties, is stipulated in Appendix 3 (the ‘Budget’). Terms for all relevant payments are also stated in Appendix 3. *Note that payments for work performed must be made regularly. It is recommended that the payment periods be set to a maximum of three-month intervals, unless determined otherwise by the payment profile of the granting authority in case the Research Project is based on funding from a Third Party.*

**4. Duration**

4.1 The Research Project shall commence on day month year (‘Effective Date’) and shall terminate when the Research Project is completed, expected to be on day month year.

**5. Organisation and staffing of the Research Project**

5.1 The organisation and staffing of the Research Project shall appear in Appendix 2.

5.2 Each Party shall appoint a project manager who shall be responsible for the daily management and performance of the Party’s activities and for the daily coordination between the Parties. The project managers are not authorized to make any changes to the Research Project.

*If the Parties choose to establish a steering committee for the Research Project, the content of sections 5.3-5.7 on the steering committee shall appear in the Project Description or this Collaboration Agreement. The provisions regarding the Steering Committee shall be deleted if the Parties choose NOT to form a steering committee.*

5.3 The Parties shall jointly establish a steering committee for the Research Project (the ‘Steering Committee’). Each Party appoints X member(s) to the Steering Committee. If the Research Project is based on a grant from a Third Party, the grant holder shall appoint the chair of the Steering Committee. If the Research Project is not based on a grant from a Third Party, AAU shall appoint the chair of the Steering Committee among its own member(s).

5.4 The Steering Committee shall be responsible for following and monitoring the Research Project to ensure that the Research Project is carried out within the Purpose and in accordance with Appendix 2.

5.5 The Steering Committee shall constitute a quorum when all members of the Steering Committee are present or represented by another member by proxy. Decisions shall be made by simple majority. In the event of a parity of votes the chair’s vote shall be decisive.

5.6 The Steering Committee shall meet whenever it is needed, but not less than X time(s) a year.

5.7 The Parties can replace their own Steering Committee members at any time.

*Sections 6-8 below are optional, which means that the individual sections may be included and filled out if they are relevant to the Research Project. Sections which are not relevant to the Research Project shall be deleted.* ***IMPORTANT****:* ***Amendments that deviate from the Standard Terms are subject to prior APPROVAL from AAU’s department of Grants & Contracts.***

**6. Code of practice with regards to publication**

6.1 The Company shall receive a draft for review for X days before any publication, e.g., submission for review in connection with a conference, scientific journal or publishing company.

6.2 The Company is entitled to comment on the academic contents of the draft as well as suggest specific amendments, provided however, that AAU alone shall decide the final wording and content of the text. If the Company discovers that the draft contains Confidential Information disclosed to AAU in the course of the performance of the Research Project, such Confidential Information shall be removed by AAU prior to publication.

6.3 In the event of the preparation and submission of a patent application or an application for registration as a utility model, each Party may demand any publication be postponed for an adequate time period, provided that such postponement does not exceed three (3) months from the date of receipt of the draft for review.

**7. Reporting**

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**8. Other specific provisions**

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*If required by the Company changes to the Standard Terms may be suggested in this section. Note that amendments will require review and approval by the Grants and Contract office at AAU, which will prolong the process of entering the Agreement.*

**Signatures**

For **AAU**

Place, date:

Name:

Title: Head of Department

Name:

Title: Project Manager

Name:

Title: Head of Grants & Contracts

For **Company** (Insert abbreviation)

Place, date:

Name:

Title: