



KTH Universitetsförvaltning

Agreement between KTH and the Researcher Responsible for a Project

1. Background

1.1. The purpose of this agreement is:

- to stipulate the prerequisites for researchers employed by KTH, participating in research activities where KTH is expected to have control over background information used within the research as well as results obtained; and
- to ensure that KTH is able to carry out its undertakings in accordance with the agreements controlling research in such activities.

Within such activities the individual researcher is usually presumed to relinquish such rights to research results that he/she has in accordance with the university teachers' privileges as well as to observe any specific contractual wording concerning confidentiality, intellectual property rights and management of results, which can be found in agreements regulating such research activities.

Such 'renunciation' as herein mentioned may occur when researchers participating in a project sign a "researcher agreement", through which the researchers authorize KTH to utilise and to license such background information and obtained results as mentioned above.

In order for KTH to sign financing agreements, consortium agreements or similar for a specific project, every researcher active in the project must sign his/her own individual researcher agreement.

1.2 I, the undersigned of this agreement, am either

i/ a researcher responsible for a project at KTH; or

ii/ a researcher sharing the responsibility for a project, who has participated in defining the project

and will in either case supply background information and/or intellectual property rights on which the foundation of the formulation of the project rests and which may constitute the basis of achieved project results. This background information and these intellectual property rights influence the management of results as well as the ownership and right of use as laid out in the agreements that control project activities.

2. The project

For the following Project:

with project Acronym: [PROJECT ACRONYM]
with contract number [CONTRACT NUMBER]
(as in the GPF or MGA):

Acronym:
[ACRONYM]

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Contract no:
[CONTRACT NUMBER]

with starting date
(according to GPF A1) [STARTING DATE]
with the following
person scientifically
responsible at KTH: [CONTACT PERSON]

KTH will sign the following agreements:

Grant/funding
agreement with [FUNDING AGENCY]

Consortium agreement with the participating partners,
.....

The above agreement, including its appendices, shall hereinafter be known as the 'Project agreements'. The content and the scope of the project shall be described in a separate 'Project description' written at the time of the project application and which is usually appended to the 'Project agreements'. The contents of this 'Project description' govern that which has been agreed upon in the 'Project agreements'.

Agreement

3. The researcher's duties towards KTH

3.1 I, the undersigned researcher, am employed by KTH at the time of signing this agreement and will participate in the conduct of research in the abovementioned Project.
I shall commit myself to act in accordance with the Project agreements as well as with this Agreement.

3.2 I, the undersigned researcher, have participated in generating the project application/project description and am thus fully aware of the issues regarding publishing, ownership and utilisation of results etc. resulting from the Project Agreements between KTH and all other parties.

3.3 The undersigned researcher's knowledge of background prerequisites for the management as well as for ownership and utilisation of results, as well as his/her views on regulation of these issues are of importance when generating the application and negotiating the consortium agreement.

I, the undersigned researcher, shall support KTH in negotiating the Project agreements and I am responsible for obtaining sufficient knowledge concerning the circumstances regarding intellectual property rights of the other participants which have bearing on KTH's likelihood of complying with the Project agreements. Participating researcher(s) shall be informed of the prerequisites for participating in the project and be granted the opportunity to share any views they may have.

3.4 As the researcher responsible for the project, it is my duty to ensure that all participating researchers employed by/working on behalf of KTH sign individual researcher agreements.

4. Existing rights to patents and knowledge

- 4.1 I hereby certify that I neither own nor co-own any intellectual property rights (i.e. patents or patent applications) within the scope of the Project in accordance with the Project description, besides any intellectual property rights listed in Appendix 1a. The intellectual property rights of which I am beneficiary, through for example any royalty agreements, which are within the scope of the Project, are listed in Appendix 1c.

I also affirm that there are no impediments to my ownership and/or right of use of the intellectual property rights that I list as included in the project in the Project agreements, alternatively which I use when conducting research within the scope of the project.

- 4.2 I also certify that I do not own or co-own any company that controls knowledge or intellectual property rights within the scope of the Project, besides any companies listed in Appendix 1b. The intellectual property rights which such company/-ies control within the scope of the Project are listed in Appendix 1c.

I further certify that such company/-ies acknowledges/acknowledge that I may come to utilise such intellectual property rights along with related knowledge as background information when conducting research within the Project. Such company has affirmed this.

- 4.3 If a patent application arises, or if I become affiliated with a company based on background information or project results at a time when the Project agreements are legally binding I shall inform the school dean and anyone else concerned in accordance with the Project agreements, as well as supplement all appendices with any relevant up-to-date information. I am responsible for supplying the information necessary in order for KTH not to be in breach of its obligations according to the Project agreements.

5. KTH's right to utilisation of background information and results

- 5.1 I hereby grant KTH a non-exclusive free-of-charge license to utilise the background information brought into the Project by me, the intellectual property rights listed in Appendix 1a, if any, as well as any Project results generated by me. The license comprises the right utilise such background information, intellectual property rights and Project results for research within the Project according to the Project description in compliance with the rules of utilisation defined in the Project agreements.

- 5.2 To the extent that my ownership of intellectual property rights as defined here were to be transferred I shall ensure a continued right of utilisation so that my commitment in accordance with this agreement and KTH's commitments in accordance with the Project agreements are in no way influenced.

6. Relicensing and remuneration

- 6.1 I grant to KTH the right to negotiate and decide on relicensing of background information, intellectual property rights and Project results in accordance with the license in paragraph 5.1 and in accordance with the prerequisites set out in the Project agreements.

I shall co-operate with KTH to obtain an agreement deemed fair by all parties involved.

KTH shall primarily encourage that the responsible researcher and an external party directly conclude an agreement. At the conclusion of such an agreement, KTH shall always retain the right to the background information and/or the results included in the agreement for teaching and further research purposes.

If an agreement cannot be reached between the responsible researcher and an external party, KTH shall have the right to reach an agreement on relicensing. KTH shall then negotiate any remuneration for the responsible researcher from the licensee in accordance with the conditions stated in the Project agreements and in the KTH Regulations.

I cannot demand remuneration for relicensing directly from KTH.

I agree to assist KTH and sign the necessary documents in connection with such negotiations and agreements.

I approve of the agreements and the license above independently of whether I am employed by or I have another relation to KTH and regardless of whether this circumstance should change,

Stockholm [date]

.....
Signature Researcher

.....
Position/Function at KTH

.....
Clarification of signature

.....
Home address

For KTH

I accept the above Researcher as qualified to lead/participate in the Project. I will see to it that I will obtain complete copies of all agreements relating to the project, enumerated above, and possible changes or additions to these as well as potential further agreements.

Stockholm [date]

.....
Signature Head of School

.....
Clarification of signature

Instructions concerning the Agreement

This agreement should be drawn up in two original copies, one copy is retained by the Researcher and the other is archived in the School at KTH which hosts the Project. Appendix 1 should always be signed by the Researcher even though no patents or companies are listed by the Researcher.

The drawing up of the Agreement is a prerequisite for funding. If the Researcher participates in several Projects, an Agreement for each of the Projects in which the Researcher participates should be drawn up.

The agreement should be signed by the researcher responsible and the researcher(s) jointly responsible before the funding agreement has been signed and/or negotiations concerning the consortium agreement have been concluded.

The researcher responsible for the project is in charge of having all other participating researchers active in the project and employed by KTH sign researcher agreements.

Appendix 1 to the Agreement between KTH and Researcher Responsible

Appendix 1a – List of immaterial property rights (e.g. patents or patent applications) within the scope of the Project according to its Project description which the Researcher owns/is joint owner of:

<i>Title</i>	<i>Nr</i>	<i>Application date</i>	<i>Description</i>

Appendix 1b - List of the companies wholly or partially owned by the Researcher which control knowledge and or intellectual property rights (e.g. patents or patent applications) within the scope of the Project:

<i>Company</i>	<i>Date of establishment</i>	<i>Partial ownership(%)</i>	<i>Scope of activities</i>

Appendix 1c – List of intellectual property rights (e.g. patents or patent applications) within the scope of the Project which a/ the researcher is the beneficiary of through e.g. royalty agreements **or** which b/ are owned by the companies listed in Appendix 1b.

<i>Title</i>	<i>Nr</i>	<i>Application date</i>	<i>Description</i>

Appendix 1d – No commercial interests

By ticking this box I certify that I have no commercial interests within the scope of the Project.

I hereby certify that the information given above is correct

Stockholm [date]

.....
Signature Researcher

.....
Clarification of signature