

## **AGREEMENT ON CO-FINANCED RESEARCH PROJECT WITH AN ACADEMIC INSTITUTION**

tTEM survey in Estonia to map complex geological structures

between

### **Aarhus University**

[Department]

Company reg. no.: 31119103

Nordre Ringgade 1

8000 Aarhus C

Denmark

('AU')

and

Geological Survey of Estonia

Estonian registry code: 77000387

F. R. Kreutzwaldi 5, Rakvere

44314

Estonia

('Institution')

(Separately, AU and the Institution are also referred to as a 'Party' and jointly the 'Parties').

## 1. PURPOSE

- 1.1. The Parties will jointly perform the following research project:  
  
‘tTEM survey in Estonia to map complex geological structures’ (the ‘Project’)
- 1.2. The Project is described in the Project Description.
- 1.3. Both Parties have a mutual interest in achieving and disseminating the new knowledge that is made in the Project and each Party will contribute to the Project in-kind and/or financially.
- 1.4. If the Parties have applied for and received external funding for the implementation of the Project, the Parties undertake to comply with the terms of the grant, which take precedence over this Agreement. The grant and the associated terms and conditions are set out in an annex to this Agreement, if applicable.
- 1.5. All research activities conducted in the framework of this Agreement shall be done in compliance with all applicable laws, regulations, and guidelines of the countries and institutions in which the research is conducted. The Parties agree and understand, that AU is subject to internal policies, hereunder its ‘Policy for research integrity, freedom of research and responsible conduct of research at Aarhus University’. For the avoidance of doubt, 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.

## 2. DEFINITIONS

**Agreement:** This Agreement on the Project.

**Background Knowledge:** Technology, know-how, materials (both technical and non-technical) and information, including inventions, improvements, discoveries, software, etc., whether patentable, registerable or protected by copyright or not, that are generated or controlled by a Party before the beginning of the Project and which is made available for the completion of the Project.

**Budget:** The Budget as included in Attachment 2 to this Agreement.

**Conflict of Interest:** As defined in clause 4.4.

**Confidential Information:** Background Knowledge clearly marked confidential or undoubtedly of confidential nature and not comprised by clause 7.3.

**Foreground Knowledge:** All information, including any data and/or result, regardless of form and regardless of whether it is or can be protected and intellectual property rights derived thereof, which is generated under the Project by a person employed with or allocated by a Party to the Project.

**Invention:** Foreground Knowledge, which may enjoy protection as a patent or utility model under the generating Party’s national law.

**Project:** The Project defined in clause 1.1.

**Project Description:** The project description in Attachment 1.

**Project Management:** The individuals appointed by each Party cf. clause 4.1 in the Agreement.

**Software:** Foreground Knowledge, which may enjoy protection as software under the Danish Copyright Act and not protected as an Invention.

**Third-Party:** An individual or entity other than the Parties.

### 3. ECONOMICS

- 3.1. The Parties' costs in the Project are stated in the Budget. If the Project is supported by an external grantor, cf. 1.4, the main applicant must administer the grant in accordance with the terms and conditions of the grant. It is a precondition for the administrating Party's payment of a share from the grant to the other Party that the administrating Party has previously received the corresponding share from the grantor.
- 3.2. VAT shall be added to any payments under the Agreement in accordance with applicable law.
- 3.3. Unless otherwise stated in the Budget or follows from 3.1, one Party's payments to the other Party are due within 30 calendar days from the date on the invoice.

### 4. MANAGEMENT

- 4.1 Each Party has appointed the following individuals to manage the Project:

The Institution: [insert name]

AU: Professor Anders Vest Christiansen]

- 4.2 Project Management shall have the overall responsibility for the management and progress of the Project. Each Party shall be entitled to replace its Project Management member with one of at least equal professional skill level, provided such replacement does not negatively impact the completion of the Project. Each Party shall inform the other as soon as possible about planned replacements of its Project Management member.
- 4.3 Each Party shall be entitled to appoint other employees to perform the Project under the guidance of its Project Management member and each Party shall plan and carry out the work assigned to it on a day-to-day basis under the guidance of its Project Management member.
- 4.4 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 Project Management member becomes or is made aware of any circumstances constituting or likely to lead to a Conflict of Interest in the Project, the Project Management and the Parties shall be notified without delay. The Parties shall then immediately take all the necessary steps to rectify this situation.

## **5. RIGHTS**

- 5.1 Each Party shall own the Foreground Knowledge created solely by that Party as a result of its participation in the Project.
- 5.2 Foreground Knowledge created jointly by the Parties shall be jointly owned according to their respective intellectual contributions. If the respective contributions of the Parties cannot be documented, the Foreground Knowledge shall be owned by the Parties in equal shares.
- 5.3 Any dispositions regarding jointly owned Foreground Knowledge including commercial exploitation or transfer of one Party's undivided share shall require agreement between the Parties.
- 5.4 During the term of the Project, the Parties shall grant each other a non-exclusive, non-transferable, fully paid-up, royalty-free access right to use their respective Background Knowledge and Foreground Knowledge that is strictly required for completing the Project and for no other reason. For the avoidance of doubt, such access shall not extend to any commercial work or any work for the benefit of a for-profit organization, and shall cease with the Project unless the Background Knowledge is not deemed Confidential Information, cf. clause 7.3, and is not otherwise protected by applicable law.
- 5.5 The Parties shall have a non-exclusive right to utilize, free of charge, any Foreground Knowledge exchanged during the Project not constituting an Invention and/or Software or covered by other specific legislation about intellectual property rights during and after the Project.

## **6. ASSIGNMENT**

- 6.1. The rights and obligations under this Agreement cannot be assigned to a Third Party except in the event of structural changes or changes regarding jurisdiction, etc. within the public research sector and except in the case of mergers or divisions or assignment to another Institution within the same group or to a Third Party in connection with that Party's complete or partial takeover of Party's assets and liabilities, provided always that the performances of the Parties under this Agreement are not affected.

## **7. CONFIDENTIALITY**

- 7.1. Confidential Information received by one Party from the other Party in connection with the Project shall only be used for Project purposes and shall not without the written consent of the Party from whom the Confidential Information has been received be passed on to individuals not having a need to know for the purpose of the Project.
- 7.2. A Party's obligation to treat Confidential Information as confidential, cf. clause 7.1, shall apply to all individuals who through employment or other association with the Party gain access to the other Party's Confidential Information. Each Party shall instruct its relevant individuals on its duty of confidentiality.
- 7.3. A Party's duty of confidentiality as set out in clauses 7.1 and 7.2 shall not apply to Confidential Information that:

- at the time of acquisition was or later became publicly available and not as a result of a breach of the duty of confidentiality;
  - was received without any restrictions regarding confidentiality from a Third Party who was entitled to pass on the knowledge in question;
  - must be passed on to a third party in accordance with an obligation stipulated by law, a legal decision or other binding public act; or
  - a Party has developed independently of its participation in the Project as documented by a written record of that Party.
- 7.4. In the event of a dispute about the duty of confidentiality, the Party who wishes to invoke one of the provisions in clause 7.3 shall have the burden of proof.
- 7.5. The duty of confidentiality shall terminate 3 (three) years after completion of the Project.
- 7.6. For the avoidance of doubt, the existence of this Project shall never be deemed Confidential Information.
- 7.7. Upon written request of the other Party, a Party shall return or, at the option of the other Party, destroy (and confirm in writing to the other Party that it has destroyed) all written, tangible and electronic forms of the information it has received from the other Party (except for any computer records or files that have been created pursuant to that Party's automatic archiving and back-up procedures and the removal of which is not technically reasonable). However, the Party may retain one copy of such information for the purpose of monitoring its obligations under this Agreement and regulatory compliance.

## **8. PUBLICATION**

- 8.1. Being academic or public institutions both Parties are obliged to publish scientific achievements and disseminate the results of its research activities in other ways. Publication and authorship shall follow the rules laid down in the Danish Code of Conduct for Research Integrity or equivalent international or internal academic standards. Substantial contributions to the work shall always be disclosed accordingly.
- 8.2. Each Party shall be entitled to publish its own Foreground Knowledge. Publishing of the Foreground Knowledge owned solely by the other Party shall require that Party's consent. Foreground Knowledge jointly owned by both Parties can be published jointly by the Parties, or, in the case that one Party does not wish to participate in the publication, the other Party shall be entitled to publish on its own.
- 8.3. A Party who wishes to publish Foreground Knowledge generated under this Agreement shall notify the other Party at least thirty (30) calendar days prior to the intended time of submission and forward the text and any additional material the Party wishes to publish to the other Party. Each Party is entitled to comment on the academic contents of the draft as well as suggest specific amendments, provided, however, that each authoring Party alone shall decide the final wording and content of its own text.
- 8.4. In case Ph.D. students are carrying out their Ph.D. projects as part of the Project under

this Agreement, the Parties shall cooperate to ensure that that the Ph.D. student(s) can complete the Ph.D. program and acquire the Ph.D. degree. The Parties accept that the Ph.D. student has a duty to publish the Foreground Knowledge generated by the Ph.D. student in the form of a Ph.D. thesis, subject to the obligations of confidentiality pursuant to clause 8.

- 8.5. Notwithstanding clause 8.23 the Parties agree and accept that the Ph.D. students shall submit and defend their respective Ph.D. theses at the set time according to the Ph.D. plan determined by the enrolling department of AU, which takes precedence over the possibility of postponement of publications. The Parties shall be entitled to request that the thesis is treated confidentially by the assessment committee during the two (2) months assessment period. Furthermore, parts of the thesis may be treated confidentially in a separate confidential annex to the Ph.D. thesis if deemed necessary in order to protect Confidential Information. The public part of the Ph.D. thesis shall, however, have sufficient scientific merit for the Ph.D. student to obtain his/her Ph.D. degree based on the public part alone.
- 8.6. Publication of knowledge shall always take place with due respect for the duty of confidentiality set out in clause 7 .

## **9. BREACH**

- 9.1. If a Party commits a serious breach of or repeatedly breaches its obligations under this Agreement and the breach has not come to an end within thirty (30) calendar days from a written request by the other Party, the other Party may terminate the Agreement with immediate effect.
- 9.2. If a Party is prevented from fulfilling its obligations other than the payment obligations under the Agreement as a result of extraordinary events beyond the Party's control and which the Party could not have foreseen when the Agreement was entered into (force majeure), this shall not be regarded as a breach. In such cases, the other Party shall, however, be entitled to terminate the Agreement if the result would otherwise be a material delay in the completion of the Project.
- 9.3. If the Agreement is terminated vis-à-vis a Party in breach, the other Party can claim compensation for the loss caused by the breach in accordance with the provisions set out in clause 10.

## **10. LIABILITY**

- 10.1. The Parties shall be liable in accordance with governing law.
- 10.2. The Parties shall not provide any guarantee and cannot be held liable if their performance in connection with the completion of the Project does not lead to a specific result.
- 10.3. The Parties shall perform their tasks towards the completion of the Project to the best of their ability and in accordance with best practices for scientific work.
- 10.4. If a Party uses the other Party's Foreground Knowledge or Background Knowledge under the terms of the Agreement, then such use shall in every respect take place on the receiving Party's own responsibility. The receiving Party may not in any way or in

respect of any situation bring a claim against the providing Party based on such use. The Parties acknowledge that Foreground Knowledge and Background Knowledge is provided 'as is' and without any representation or warranty, express or implied, as to its accuracy or completeness, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or any warranty that the use of Foreground Knowledge and Background Knowledge will not infringe or violate any patent or other proprietary rights of any Third Party.

- 10.5. None of the Parties shall be liable for a failure to fulfill their obligations under the Agreement if the failure to perform is due to force majeure as set out in clause 9.2.
- 10.6. Apart from a breach of confidentiality, cf. clause 8, no Party is liable to the other for consequential losses such as production interruptions, loss of turnover/profit or other indirect losses.
- 10.7. A Party's aggregate liability for simple negligence or omissions towards the other Party shall be limited to once the Party's share of the total costs of the Project or DKK 10,000.00 (five-hundred-thousand) whichever is the highest amount.

## **11. INFORMATION TO THE PUBLIC**

- 11.1. Being academic or public institutions the Parties may be subject to legislation regarding e.g. public record-keeping and access to documents. Furthermore, to the extent a Party is legally obligated to publish information on private co-financing of its research, the Parties accept that the requested information is published in accordance with relevant legal provisions.
- 11.2. A Party shall not without the written permission of the other Party directly or indirectly refer to the other Party or staff hereof in connection with marketing activities or otherwise use the other Party's name for commercial purposes.

## **12. PERSONAL DATA**

- 12.1. When entering the Agreement and fulfilling its contractual obligations, each Party processes information about the other Party's employees that participate in the performance of the Agreement and other persons necessary for the completion of the Agreement. Each party is a data controller for the processing of such personal data and shall process it in accordance with each Party's privacy policy and applicable general data protection regulation. The data subjects are entitled to obtain access to and rectification of their own personal data.
- 12.2. If the Project involves research data containing personal data transfer of such personal data between the Parties or processing of such personal data by one Party on behalf of the other, the Parties will enter into separate agreements regarding such transfer or processing in accordance with applicable law and each Party's privacy policy.
- 12.3. Each Party must ensure a sufficient legal basis for any personal data it processes and takes any required security measures in accordance with applicable law on personal data before sharing or transferring any personal data with the other Party.

### **13. NATURE OF AGREEMENT**

- 13.1. This Agreement does not create a legal entity with the Parties as participants and the Parties, therefore, cannot bind each other vis-à-vis a Third Party.
- 13.2. The Parties do not accept other restrictions between themselves than those expressly mentioned in the Agreement, including restrictions of competition.

### **14. DURATION**

- 14.1. The Agreement enters into force on the date of the signature of the last signatory Party.
- 14.2. Except for the provisions of the Agreement that according to their content are intended to remain in effect for longer, the Agreement shall expire when the Project has been completed, cf. the Project Description.

### **15. DISPUTES**

- 15.1. All disputes between the Parties about the interpretation and implementation of this Agreement shall be settled in accordance with the law of the defendant Party by the ordinary court of the defendant Party. Before taking any legal action, the Parties to the dispute shall endeavor to settle the dispute amicably.



## 16. SIGNATURES

For Aarhus University

Date: 25-05-2024



Name: [Jan Piotrowski]  
Head of Department

For Institution

Date:

Name:[Sirli Sipp Kulli]  
Director