

Model Agreement for centers of excellence funded by the Swedish Energy Agency

The Swedish Energy Agency drafted 2017 a model agreement for centers of excellence funded by the Agency. The model agreement was drafted in dialogue with representatives from universities and the business sector. The model agreement has been revised in autumn 2020 for the call for proposals “Kompetenscentrum för ett hållbart energisystem” (reference number 2020-020480). The Swedish Energy Agency recommends that parties to centers of excellence which have received funding from the Swedish Energy Agency use this model agreement as a basis for negotiation of their center agreement.

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1 Introduction

[Brief description of the activities of the specific center of excellence]

2 Definitions

Accession Agreement

An agreement that connects a new legal person as a Party to the Center Agreement.

Background Rights

The term “Background Rights” is used to connote the rights to patents, patent applications, inventions, works protected by copyright, any other intellectual property rights, technical know-how, and technical information, as well as any rights to use corresponding rights belonging to a third party (each of which must be relevant to the center's activities, as described in the Program Description), and which the Party owns or possesses upon entering into this agreement, or which are acquired or developed by the Party outside the framework of this agreement and are clearly contributed by said Party, or which are developed in the course of the Party's work at the Center (pursuant to the provided Program Description and noted in Appendix C), or which a Party otherwise has clearly contributed in some other way to the work of the Center, according to the Program Description.

Center

The term “Center” refers to [name of the center of excellence].

Center Agreement

The Center Agreement consists of this agreement and any Accession Agreement and other modifications of the Center Agreement, as well as the Program Description.

Confidential Information

Written or otherwise documented information (as well as oral information) that is considered confidential and which is communicated by one Party to another Party in connection with the work of the Center.

Cooperation Agreement

An agreement into which one or more Parties enter with a third person to perform tasks within the framework of the Center Agreement.

Individual Project Results

Project results generated by an individual Party.

Joint Project Results

Project results generated jointly by multiple Parties in a Project, in such a manner that the various Parties' contributions may be distinguished from one another, or alternatively in the instance that their respective contributions cannot be divided into discriminate components of the whole.

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Affiliates

A legal person that is a wholly or partly owned subsidiary (or equivalent legal person) or the parent company (or equivalent legal person) to a Party or company within the same corporate group as the Party, or that shares a common parent company (or equivalent legal person) with another Party.

Party

Legal person who has signed this agreement or an Accession Agreement.

Program Description

The mission statement attached to the Swedish Energy Agency's decision of funding to the Center [date, reference number].

Program Council

The group of members appointed by the Vice-Chancellor in accordance with Sections 6.2 and 6.3 below.

Project

A Center activity that has been decided upon in writing, and which is well-defined in terms of its technical focus, area of application, participating Parties, costs, and time and resource demands.

Project Manager

The person who coordinates a Project.

Project Results

All results arising from the work involved in a Project funded under the funding decision of the Swedish Energy Agency [date, reference number] and the Center Agreement, including technical know-how, inventions (patentable or not) and all intellectual property rights (such as patents, designs, copyrights and related rights), as well as any entitlement to use the rights of a third party.

Reference Group

A group of representatives of the Parties involved in a Project.

Vice-Chancellor

The vice-chancellor of [the Host institution of higher learning].

Profit Center

A unit within [the Host institution of higher learning] for which separate accounting of income and expenses is performed.

3 The focus of the research, and the Parties' commitments with respect to said activity**3.1 The Program Description**

The focus of the activity is defined in the Program Description.

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3.2 Implementation of the activity

The Parties shall collaborate to carry out or to have carried out activity specified in the Program Description.

4 The Parties' financial obligations

4.1 Total financial commitment

The Parties' overall financial commitments amount to a minimum of SEK [amount], distributed over the fiscal years of [year], each in the amount of SEK [amount].

The parties share no joint liability for funding.

The Swedish Energy Agency has committed to finance the activity of the Center with a maximum of SEK [amount], in accordance with the Agency's decision [date, reference number].

4.2 Universities, institutions of higher learning and research institutes

Parties that are universities, institutions of higher learning or research institutes commit to jointly finance the activity of the Center with a minimum amount of SEK [amount]. However, this shall not mean that such Party shall contribute to other Party's activity.

The detailed distribution of the funding is shown in the table below (all amounts are excluding VAT).

[Insert table]

4.3. Business sector and public sector

Parties from business sector and public sector participating at the time of the signing of the Center Agreement commit to jointly finance the activity of the Center with a minimum of SEK [amount].

The detailed distribution of the funding is shown in the table below.

[Insert table]

5 Payment

[Name of the Host institution of higher learning] is the Host institution of higher learning (coordinator) for the Center and shall receive and share funds within the framework of its administrative commitment described in Section 6.

Payment to [the Host institution of higher learning] from the other Parties shall be carried out in accordance with the following payment schedule.

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[Insert payment schedule]

The Director may make decisions regarding deferment of payments but may not render decisions regarding concessions or allowances.

Transfers from [the Host institution of higher learning] to other universities, institutions of higher learning or research institutes participating in the Center shall be carried out on an annual basis, following reporting.

6 Organization

6.1 Hosting

[The Host institution of higher learning] undertakes to manage the Center's administrative responsibilities. Such responsibilities include drafting proposals for Cooperation Agreements and Accession Agreements.

[The Host institution of higher learning] is responsible for ensuring that annual and final reports are prepared and submitted to the Agency and to the other Parties in accordance with the schedule designated in the Swedish Energy Agency's decision [date, reference number].

The activities of the Center shall constitute an individual Profit Center within [the Host institution of higher learning].

6.2 Vice-Chancellor

The Vice-Chancellor appoints a Program Council and a chairman of the Program Council, in consultation with the Parties.

The Vice-Chancellor appoints the Director after consultation with the Program Council.

The Vice-Chancellor decides on the funding of individual Projects within the framework of the Center. The Vice-Chancellor also makes other decisions about the Center's finances. Such decisions are made after recommendations of the Program Council. Scanned copies of signed decisions shall be submitted to the Swedish Energy Agency and be made available to all Parties.

The Vice-Chancellor establishes a budget for the Center on an annual basis.

The Vice-Chancellor has the right to delegate his/her decision-making authority within [the Host institution of higher learning]. The person to whom the decision-making authority is delegated shall not be a member of the Program Council.

6.3 Program Council

The Center shall have a Program Council that provides guidance and recommendations to the Vice-Chancellor regarding the Center's activities.

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The Program Council is an advisory committee, responsible for ensuring that the activities comply with the Program Description. The Program Council makes recommendations to the Vice-Chancellor regarding Projects.

Other responsibilities of the Program Council include:

- Establishing guidelines for the strategic development and direction of the Center, within the context of the Program Description and the Center Agreement,
- Initiating and following up on Projects within the framework of the Program Description and the Center Agreement,
- Keeping the Parties informed of circumstances which substantially delay or prevent the implementation of the Program Description,
- Keeping track of the Parties' financial commitments,
- Drawing up proposals for the Center's annual budget,
- Ensuring that annual and final reports are submitted, as well as
- Proposing a dissolution plan in the event of the premature dissolution of the cooperation.

The Program Council does not have:

- Employer's responsibility for the people working at/within the Center,
- Financial responsibility,
- The right to take actions that involve exercise of public authority,
- The right to represent the Parties vis-à-vis third parties, nor
- The right to change the content of the Center Agreement.

Decisions regarding the composition of the Program Council are made by the Vice-Chancellor, following proposals from the Parties. Any member may resign from his/her appointment with immediate effect, without providing justification for his/her resignation. The Vice-Chancellor may, in consultation with the Parties, relieve Council members of their duties with immediate effect. Members of the Program Council receive no financial compensation for serving on the Council.

Written notice of meetings of the Program Council shall be given by the Director no less than two (2) weeks prior to the scheduled meeting.

Minutes shall be kept of the meetings of the Program Council. The minutes shall be signed by the keeper of the minutes and adjusted by the chairman, or by any other member if the chairman has also served as the keeper of the minutes. The Program Council members and the Director are entitled to have dissenting opinions recorded in the meeting minutes. The minutes shall be

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kept in numerical order and stored in a secure manner and in accordance with the Archives Act (1990:782). Copies of signed and adjusted minutes shall be submitted to the Swedish Energy Agency.

In order for the Program Council to decide upon a recommendation, at least half of the Council members must vote in favor of a motion, and at least half of the Council members must be present. Council members that are biased due to conflict of interests are not considered present. In the event of a tie, the chairman of the Council has the deciding vote.

6.4 Reference Group

Each project shall have a Reference Group, which may include representatives of the Parties involved in the Project. The Reference Group is convened and chaired by the Project Manager. The Reference Group's duty is to ensure that the Project progresses according to plan.

A Party that is represented in the Reference group is responsible for informing the other Parties' representatives in the Reference Group and the Project Manager about the emergence of any Project Results that could potentially be of current or future commercial interest to other Parties in the Project, in accordance with Section 7. The Director shall be informed in writing of any such Project Results.

The Parties' representatives in a Reference Group shall also receive drafts of any publications and other texts involving the release of Project Results. They shall provide the Project Manager with written confirmation that they have received said documents. The Parties' representatives in the Reference Group shall provide a written answer to the representative of the sender of the draft, which shall include a claim to exercise option in accordance with Section 7 and/or a notification regarding any impediment to publishing certain specified information included in said draft.

6.5 The Director

The Center shall have a Director, who is to be appointed by the Vice-Chancellor in consultation with the Program Council.

The Director is the rapporteur for the Program Council and is responsible for the operational management of the activities. The Director shall not be a member of the Program Council.

The Director is responsible for ensuring that the list of Background Rights (Appendix C) is kept up to date.

6.6. Scientific Council

The Program Council and the Director shall ensure that a Scientific Council is formed, and that said Council can provide support for the Center's scientific activity in an appropriate manner. It is the responsibility of the Director to

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convene meetings of the Scientific Council when necessary and to chair said meetings.

6.7 Personnel employed at the Center

The Parties are responsible for their respective employees and other individuals they engage within the framework of the Center Agreement.

The Parties shall ensure that their arrangements with personnel and others in their employ are such that the given Party can comply with its obligations under the Center Agreement (such as notification of Project Results, as well as ownership rights, rights of disposition, and license rights to Project Results).

7 The utilization and commercialization of intellectual property rights

7.1 The ownership of Background Rights

The Center Agreement does not affect the ownership of any given Party's Background Rights. Background Rights shall remain with the Party that has contributed them to the work of the Center.

The Center Agreement grants no entitlement to Background Rights other than that which is expressly stated in Section 7.2.

7.2 License rights to Background Rights

The Parties hereby grant one another (provided that no further entitlement is provided for by the law, and that the Party that owns the Background information is under no obligation to set forth other conditions for license due to said Party's agreements with a third party) free and non-exclusive license rights to such Background Rights as the respective Parties have contributed to the Project. However, these rights shall solely be invoked in order to implement work that has been decided upon in accordance with the Program Description. A Party does not have the right to subcontract these license rights. However, the Party may permit its Affiliates (as well as natural and legal persons who work for the Party or the Party's Affiliates) to utilize Background Rights in order to duly implement work efforts that have been decided upon in accordance with the Program Description.

It is also the responsibility of the Parties to grant each other non-exclusive license rights in accordance with market conditions to use Background Rights, insofar as proves necessary in order for the Party to have the opportunity to independently utilize Project Results that are wholly or partly owned by said Party, or which that Party is entitled to use, according to this Center Agreement. In the event that any restrictions exist as to the use of a Background Right (such as impediments to licensing), the Party that contributes the relevant Background Right to the Center (in conjunction with making said contribution) shall notify the other Parties in writing as to this restriction and its implications.

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7.3. Ownership of Individual Project Results

A Party (when applicable) owns the Individual Project Results generated by its employees and other individuals engaged by said Party. A Party (when applicable) has the right, in an individual case and at its own expense, to apply for and maintain patent or other intellectual property rights.

A Party that is a university or institution of higher learning must organize agreements with its employees (or other contributors who are authors of Project Results) in such a manner that the commitments in the Center Agreement can be fulfilled.

7.4 Ownership rights and mutual license rights to Joint Project Results

A Joint Project Result shall (when applicable) be owned by the Parties that generated said Joint Projects Results, proportionate to their respective intellectual contributions. However, in the instance that the Parties' efforts are not clearly distinguishable and quantifiable, ownership shares shall be divided equally between the Parties.

The jointly owning Parties shall consult with one another when deciding to apply for and maintain patent or other intellectual property rights. They shall jointly negotiate the apportionment of any related costs.

Parties that own a Joint Project Result (as well as their Affiliates) may freely make use of Joint Project Results in their respective activities/business operations. Licenses to third parties, however, may not be granted without the prior consent of the other jointly owning Party/Parties, and shall be implemented in accordance with market condition and proportionate to the ownership shares. However, licenses may be granted to third parties who manufacture products for or provide services to a Party or a Party's Affiliate (subcontracting).

A Party that is a university or institution of higher learning shall organize contractual agreements concerning the rights of disposition of author-generated Joint Project Results with its employees or other contributors who are authors of Joint Project Results.

Decisions regarding other measures related to the management and disposition of the Joint Project Results also require the consent of all joint owners of said results. Actions that cannot be delayed and that are necessary to protect the exclusive rights to the Joint Project Results may be taken by whichever jointly owning Party that is not prevented from participating in the necessary decision. In the event of disagreement regarding management decisions referred to in this section, either Party may request that the joint ownership agreement be dissolved.

Notwithstanding the preceding section, the application for the registration of exclusive rights to Joint Project Results shall be submitted if any jointly owning Party so requests. The claim must be presented to the other joint owners. The joint owner who first requests registration shall be responsible

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for the design of the application for registration. The Parties shall equally bear the cost of registration and expenses related to the maintenance of exclusive rights. If any change is made to the apportionment of the joint owner's shares, then the Parties shall share such costs in a manner proportionate to their shareholdings. Any expense incurred in the course of the filing of a complaint against infringement or in defending against claims of better rights or invalidity shall be deemed to be an expense related to the maintenance of exclusive rights.

If any Party does not wish to take part in the expenditure, it shall notify the other joint owners and request the dissolution of the co-ownership agreement. If the expenditure for which the joint owner does not wish to be responsible concerns territory or a severable part of the exclusive rights, the claim may be limited to the right that applies to a given territory or specified part.

Before the Project is begun, the Parties in the Project shall agree on the conditions that shall govern the license rights to the Project Results (both Individual Project Results and Joint Project Results) by the other Parties in the Project.

The license does not include the right to grant license to a third party. However, license may be granted to third parties who manufacture products or provide services to a Party or a Party's Affiliate (subcontracting).

A Party that has not participated in the current Project has no license right to the Project Results, other than that which is stated in Section 7.7.

In the event of the dissolution of the ownership of Joint Project Results that have to any extent been generated by the employees of the university or institution of higher learning (or other individuals engaged by these organizations), the principles set forth in Section 7.6 shall apply in the event of a negotiation.

The Act (1904:48) on Joint Project Results shall not apply to Joint Project Results.

7.5 Duty of disclosure within the Project

Parties are obliged to inform without undue delay all other Parties in the project (through their respective members in the project's Reference Group and at the same time as they inform the Project Manager) regarding the emergence of any and all Project Results that are likely to be of current or future commercial interest to any other Party involved in the Project. Such notification shall be provided in the form of a written notification, with a description of all the essential parts and elements of the Project Result in question. The Director shall be informed in writing of the existence of any such Project Result.

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7.6 The option to acquire rights to the universities or institutions of higher learning's Project Results

Employees or other individuals engaged by a university or an institution of higher learning shall notify the Project Manager and the Director of any generated Project Result that is likely to be of current or future commercial interest to any other Party in the Project.

Parties participating in the Project that wish to acquire Project Results wholly or partially generated by the employees (or other individuals engaged by university or institution of higher learning) shall express their interest in writing to the Party or Parties concerned and provide a copy of said correspondence to the Project Manager within thirty (30) days (with the exception of the period of June 15 – August 15, during which time a period of forty-five (45) days shall apply) from the date that the Party informed other Parties of said results in accordance with Section 7.5.

Once the above-mentioned deadline has passed, the university and institution of higher learning and the Party or Parties that have submitted an expression of interest for the acquisition of rights shall promptly enter into the negotiation of terms. The negotiations shall be conducted with the aim of reaching an agreement regarding commercial terms.

If an agreement is not reached within the time period specified in Section 8 as the allowable time period for all Parties to be informed of the relevant Project Results (the negotiation period), then the Parties' acquisition claim will expire.

During the negotiation period, the universities and institutions of higher learning undertake not to enter into negotiations with any outside party with the intent of assigning or transferring Project Results generated by their employees or other individuals they have engaged, other than the Party or Parties that has/have expressed an interest in making an acquisition. Moreover, for six (6) months after the negotiation period expires, the universities and institutions of higher learning shall refrain from assigning or transferring the Project Results to an outside party on terms that are more favorable to the acquirer than those offered to the Party or Parties during the negotiation period.

7.7. The universities' or institutions of higher learning's license rights to Project Results

Parties that are universities or institutions of higher learning shall always (even after a transfer carried out in accordance with Section 7) retain an irrevocable, royalty-free right to use both the Joint Project Results and Individual Project Results for education and academic research purposes, but not in commercial activities. The license includes the right to grant sub-licenses to Affiliates and to such natural and legal persons as work for the Party or the Party's Affiliates, but only for the purposes of carrying out educational activities and research on behalf of said Party, and without right in other instances to sub-license.

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7.8. Use of names and logos

A Party may not use another Party's name or logo in any press release or advertising material (nor for any other marketing purposes) without first obtaining the other Party's written consent (universities and institutions of higher learning may provide information about the participation of Parties in reports and other non-marketing related materials).

8 Academic publishing

The universities and institutions of higher learning, as well as researchers who participate in the Center's activities, have the right to publish or otherwise make publicly available the Project Results that they themselves own, provided that a draft of the publication is first submitted to the Parties in the Project's Reference Group. The Party receiving the draft shall confirm in writing that notification of publication has been received. The affected Party shall provide the sender with a written response requesting an option pursuant to Section 7 and/or file a complaint claiming that there are obstacles to publishing certain specified information within thirty (30) days (except for the period from June 15 – August 15, wherein a period of forty-five (45) days shall apply) after the notification. In case of non-response within the specified period after notification, permission to publish is deemed to have been granted.

Obstacles to publishing exist only if publication would disclose Confidential Information (except in the cases referred to in Paragraph 2 Section 2 of the Act (1990:409) on the Protection of Trade Secrets), or would pose a newness obstacle in applying for the registration of exclusive rights to Project Results that wholly or partly reside with the Party that reported said obstacles.

In the instance of newness obstacles, publication may be delayed for a maximum of four (4) months from notification of the draft. According to this Center Agreement, barriers to the disclosure of Confidential Information shall remain in place for as long as the information is confidential.

In the instance that a Party invokes the option described above in Section 7, it may, by sending notice in writing to the relevant universities and institutions of higher learning within the above-specified 30- or 45-day time period, petition to delay publication for up to four (4) months from the expiry of the stated time period – or any other time period agreed upon in the particular case – until the application for protection has been submitted to the relevant organization. The Party shall also inform the Director.

9 Confidentiality

The Parties' Background Rights shall be deemed confidential unless they are public under the law. Background Rights shall be kept confidential by the Parties (and shall not be shared with any outside party) for as long as the Center Agreement applies and for as long as the owner of the Background Right keeps said right confidential.

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As long as the owning Party withholds Project Results from the public, the other Parties shall keep said Project Results confidential. Furthermore, universities and institutions of higher learning shall keep the Project Results that they own confidential, for as long as option rights (in accordance with Section 7 above) may be applied, and must comply with the limitations regarding publication set forth in Section 8.

Furthermore, the Parties shall also keep Confidential Information secret for a period of five (5) years from either the date of the Project's conclusion, or the date of termination or expiration of the Center Agreement (whichever date is latest). However, the maximum amount of time that such information may be required to be kept secret is ten (10) years.

However, the obligation to keep Background Rights, Project Results, and Confidential Information secret does not apply in the case of

- Parties which demonstrably already possessed the information when it first was obtained under the Center Agreement,
- Parties which demonstrably obtained the information from someone other than another Party and without the obligation to observe confidentiality regarding the same,
- All of the Parties, if the information is or has been made known in a manner other than through a breach of the Center Agreement,
- Any Party, if the information was independently developed by said Party, independent of information shared under the Center Agreement,
- Information the disclosure of which is obliged by law, regulation or court decision (this shall also include university employees, researchers and students),
- Any Party in relation to its Affiliates, to the extent it is deemed necessary to the execution of the undertaking in accordance with this Center Agreement to communicate Background Rights, Project Results or Confidential Information to said Affiliates.

The Parties shall take appropriate measures to prevent Background Rights and Confidential Information (as well as Project Results which any Party is obliged, under Section 9, to keep confidential) from being accessed by any other persons than those bound by confidentiality agreements or who are required by law to maintain professional secrecy.

If any Party allows a third party to conduct the research that is to be carried out according to the Center Agreement, that Party may reveal secret Background Rights and Confidential Information as well as secret Project Results to said third party, provided that the Party first causes the third party in question to sign a confidentiality agreement. However, each Party is responsible for its own actions when it comes to the arrangements it makes with such hired third parties.

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In accordance with the provisions of this Center Agreement, each Party is responsible for ensuring that its employees and any other hired aides involved in the Center undertake (or are legally obliged) not to disclose, disseminate, use, or make public Confidential Information.

For universities, institutions of higher learning, and other participating authorities, the Freedom of the Press Act's provisions regarding transparency shall apply. Pursuant to this Agreement, secrecy will apply to these Parties only to the extent that such secrecy complies with the Public Access to Information and Secrecy Act (2009:400).

10 Reporting

10.1 Annual budget

The Director shall share one annual budget per calendar year with all the Parties. The annual budget shall be based on the financial commitments set forth in the Center Agreement.

The Director shall notify the Parties of any significant deviations from the annual budget.

10.2 Annual progress report

Within three (3) calendar months of the end of the calendar year, [the Host institution of higher learning] shall submit a written annual report to the Swedish Energy Agency and to the other Parties. The other Parties undertake to contribute to the preparation of the progress report and other reporting efforts in a timely manner, and to provide sufficient and adequate information no later than fourteen (14) days after [the Host institution of higher learning's] request.

The annual progress report shall be drawn up in accordance with the instructions provided by the Swedish Energy Agency.

10.3 Final report

Within three (3) calendar months after the implementation period laid out in the decision of the Swedish Energy Agency [date, reference number] is completed, [the Host institution of higher learning] shall send a written final report to the Swedish Energy Agency and to the other Parties. The other Parties undertake to contribute to the preparation of the final report by providing sufficient and adequate information upon request by [the Host institution of higher learning].

The final report shall be drawn up in accordance with the instructions provided by the Swedish Energy Agency.

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10.4 Financial statement

Each annual progress report and the final report shall include a financial statement. In addition, a special financial statement shall be submitted to the Swedish Energy Agency on an annual basis.

10.5. Dissemination of reports

The Parties grant the Swedish Energy Agency the right (in accordance with good practice) to reproduce, translate and disseminate the annual and final reports submitted to the Agency.

10.6 The EU's State aid rules

The Vice-chancellor's decisions regarding which projects shall receive financing may not entail the provision of State aid (within the meaning of Article 107.1 of the Treaty on the Functioning of the European Union). Should this nonetheless occur, [the Host institution of higher learning] is required to provide such information regarding individual projects as is demanded in Paragraph 4 of the Implementation Act (2016:605) regarding the European Union's State aid rules.

11 Evaluation and revision

11.1 Evaluation

The Swedish Energy Agency shall be given the opportunity to closely follow the activity and work of the Program Council.

The Swedish Energy Agency shall conduct an evaluation of how this activity relates to the objectives set forth in the Program Description. The other Parties undertake to contribute to the assessment by making the requisite materials available to the Swedish Energy Agency upon request.

11.2 Revision

The Swedish Energy Agency has, according to the Agency's decision [date, reference number], the right to appoint an auditor to conduct a review of the activities of [the Host institution of higher learning] and the other Parties within or related to the Center. The other Parties have the right to jointly appoint an auditor to conduct a review of [the Host institution of higher learning]. In the instance of an audit, the Parties shall provide all materials necessary to its execution.

12 Entry into force and the term of the agreement

The Center Agreement enters into force between the signing Parties not earlier than [date], and shall take full effect once all the Parties have signed the agreement. The Center Agreement applies to any and all Parties that have signed it, regardless of whether one or more of the Parties specified in the

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agreement chooses to refrain from signing the Center Agreement, and thereby opts not to become a Party to said agreement.

The Center Agreement is valid until [date], so long as it is not terminated prematurely in accordance with the provisions stated in the agreement.

13 Additional parties

Parties other than those that signed this agreement at the time at which it first was entered into may accede to the agreement by entering into an Accession Agreement. Such an agreement must be approved by all the Parties to the Center Agreement.

14 Termination

14.1 Termination of the cooperation according to plan

Once the Swedish Energy Agency and the Parties have approved the final report, the Center Agreement ceases to apply, except as regards the obligations stated in Sections 7, 8 and 9. If no objection is made within three (3) months from the date on which the final report was submitted, the final report shall be considered to have been approved.

14.2 [The Host institution of higher learning's] right to terminate the cooperation prematurely

[The Host institution of higher learning] has the right to terminate the Center Agreement with immediate effect towards a Party that demonstrably or repeatedly is in breach of its obligations under the Center Agreement. It may also terminate the agreement towards any Party that suspends its payments, offers incentives, goes bankrupt, or enters into liquidation. Parties that receive notice of termination shall repay the promised funding, together with a penalty interest rate (1975:635) to be calculated from the date of termination.

The termination means that the terminated Party withdraws from the Center Agreement. The agreement remains valid between the other Parties. With regard to the Party's Background Rights and Project Results developed prior to the period of notice, the rights and obligations set out in Sections 7, 8 and 9 continue to apply to the terminated Party. From the date of the termination, the terminated Party may no longer invoke any part of the Center Agreement.

It is recalled that [the Host institution of higher learning] may be obliged to recover paid funding if the Projects that the Vice-Chancellor chooses to fund and other activities carried out within the Center entail such illegal State aid which must be recovered pursuant to Paragraph 2 of the Implementation Act (2013:388) as regards the European Union's State aid rules.

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14.3 Other Parties' right to terminate the cooperation prematurely

Other Parties have the right to withdraw from the Center Agreement with six (6) months' notice, without indicating the reason for termination. Obligations during the period of notice shall be fulfilled.

Other Parties have the right to terminate the Center Agreement with immediate effect, to withhold funding, and/or to demand repayment of funds already paid out, in whole or in part, together with a penalty interest rate under the Interest Act (1975:635), to be calculated from the date the funds were paid out

- If [the Host institution of higher learning] does not comply with the reporting obligation,
- If incorrect, incomplete or misleading information provided by [the Host institution of higher learning] has led to the incorrect payment of funds, or
- If funds that have been paid out in full or in part have been used for costs other than the implementation of the Program Description.

Other Parties that terminate the Center Agreement withdraw from the agreement upon the conclusion of the period of notice. The Center Agreement continues to apply between other Parties. With regard to the Party's Background Rights and Project Results developed prior to the period of notice, the rights and obligations set out in Sections 7,8 and 9 also continue to apply to the terminated Party. Funding for the entire year shall be provided, even if the withdrawal occurs after six (6) months.

14.4 Dissolution costs when the cooperation is suspended prematurely

If the Center Agreement prematurely ceases to apply and this cessation is not caused by a breach of the Center Agreement by [the Host institution of higher learning], then the [Host institution of higher learning] is entitled to receive compensation from other Parties proportionate to their financial commitments, in order to cover necessary costs associated with the dissolution.

The dissolution costs may correspond to up to six (6) months' worth of operating costs. It is the responsibility of the Program Council to draft a plan and a budget for the dissolution of the center that take the Parties' relevant interests into account.

14.5 Written notice of termination

Premature termination shall always be carried out in writing and sent to all Parties.

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15 Limitation of liability

Under this Center Agreement, liability does not cover compensation for indirect damage, and each Party's total liability to the other Parties as a whole in accordance with this Center Agreement shall be limited to the greater of: (a) [...] times such Party's share of the costs, in accordance with [the Center's budget] (up to a maximum of [...]); and (b) SEK [...]. However, none of this shall apply in the instance that the provisions regarding any of the following Sections are breached: 7 (The utilization and commercialization of intellectual property rights) 8 (Academic publishing) or 9 (Confidentiality).

Under this agreement, a given Party's total liability to the other Parties as a whole shall be limited to SEK [...].

No limitations of liability (as set forth in the Center Agreement) shall apply to damage caused intentionally or by gross negligence.

16 Dispute resolution

16.1. Disputes between the parties

[Regulation in 16.1 may be replaced by a provision on arbitration.]

The parties agree that should a dispute arise about the interpretation or application of the Center Agreement, the Parties shall first seek to resolve it through negotiation, then through mediation, carried out in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

Any dispute that is not resolved through negotiation or mediation shall be conclusively settled by the ordinary courts.

17 Miscellaneous provisions

17.1. Interpretation of the Center Agreement

According to the Center Agreement, Swedish law shall apply to its interpretation, as well as to dispute resolution.

In the interpretation of the Center Agreement, the following parts of the agreement apply in the following order:

- 1) Sections 1-17
- 2) Any Accession Agreements and other modifications of the Center Agreement
- 3) The Program Description
- 4) The list of Background Rights that the Parties brought with them into Projects

In the instance that a contradiction exists between the Center Agreements and Cooperation Agreements, the Center Agreement shall apply.

Datum
2020-10-01

17.2 Modifications and additions

Changes and additions to the Center Agreement shall be made in writing and signed by all Parties, unless otherwise specified in the Center Agreement.

17.3 The legal nature of the cooperation

By virtue of the Center Agreement, none of the Parties owns the right to represent other Party vis-à-vis a third party.

When it comes to the Center's activities, the Parties' intention is not to form a legal person. The provisions of the Swedish Commercial Legislation (1980:1102) regarding partnerships and non-registered partnerships shall not apply to the Parties' collaboration within the framework of the Center Agreement.

17.4 The funding decision and terms of the Swedish Energy Agency

The Parties undertake to follow the decision of the Swedish Energy Agency [date, reference number], including the terms for the decision.

17.5 Appendices

The following appendices comprise an integrated part of the Center Agreement:

Appendix A: Decision and terms of the Swedish Energy Agency

Appendix B: Program Description

Appendix C: List of Background Rights that the Parties brought with them into Projects

17.6 Copies

The Center Agreement is drawn up in one (1) original copy which is kept at [the Host institution of higher learning]. Each of the other Parties have obtained an electronic copy.