

Standard Terms for Revenue-funded Research Activities (the 'Standard Terms')

These Standard Terms shall be applicable for revenue-funded research activities conducted at Aalborg University.

1. Basis for the agreement

1.1 The content of the Consultancy Project, the timetable and the economic terms shall be determined in a written agreement (the 'Consultancy Agreement') with accessory appendices.

1.2 The Standard Terms for revenue-funded research activities shall be regarded as agreed terms for the Consultancy Project, unless expressly deviated from in the Consultancy Agreement.

2. Definitions

'Agreed Price' shall mean the price determined in section 3.2 of the Consultancy Agreement.

'Agreement' shall mean the Consultancy Agreement with accessory appendices, including the Standard Terms read as one agreement.

'Background Information' shall mean technology, know-how, materials and information, including inventions, improvements, discoveries, software, etc., whether patentable, registerable or protected by copyright or not, that are generated or controlled by the Parties before the beginning of the Consultancy Project.

'Client' shall mean the legal or natural person identified in the introduction of the Consultancy Agreement.

'Confidential Information' shall mean information disclosed between the Parties as part of the Consultancy Project and is clearly marked 'confidential', or if disclosed orally, is written down by the Controlling Party, marked 'confidential' and sent to the receiving Party within fourteen (14) days after the time of disclosure, together with information that is obviously of a confidential nature.

'Consultancy Agreement' shall mean the Consultancy agreement signed by the Parties.

'Consultancy Project' shall mean the project that is described in section 2.2 of the Consultancy Agreement.

'Controlling Party' shall mean the Party that owns or controls the Confidential Information.

'Party and Parties' shall mean AAU and the Client individually and collectively.

'Project Results' shall mean technology, know-how, materials and information, including inventions, improvements, discoveries, software, etc., whether patentable, registerable or protected by copyright or not, that are generated as part of the Consultancy Project, and which undoubtedly fall within the Purpose and the Project Description, cf. section 2 of the Consultancy Agreement.

'Purpose' shall mean the purpose that is described in section 2.1 of the Consultancy Agreement.

'Third Party' shall mean all legal and natural persons, except for the Parties. Third Party comprises e.g. authorities or companies that are affiliated with the Client.

'Aalborg University (AAU)' shall mean Aalborg University, VAT No. 29102384, P.O. Box 159, 9100 Aalborg, Denmark, with the department, the research group and the people participating in the Consultancy Project on behalf of AAU, cf. the Consultancy Agreement.

3. Performance of the Consultancy Project

3.1 The Consultancy Project shall be performed in accordance with the Purpose. The Consultancy Project, including the activities and the distribution thereof, the time schedule and the Agreed Price cannot be changed without prior explicit written agreement between the Parties.

3.2 The Parties are obligated to promote the Consultancy Project diligently and subject to the best possible utilization of

the resources allocated to the Consultancy Project in accordance with the Consultancy Agreement. AAU is not obliged to cover unexpected expenses or other costs, which are not covered by the Client according to section 4 of the Standard Terms.

4. Terms of payment and expenses

4.1 The Client shall cover all AAU's expenses in connection with the Consultancy Project, set on market terms. The Agreed Price is stated without VAT. The Client is responsible for paying VAT and other taxes in connection with the payment of the relevant services.

4.2 Payment shall be made pursuant to invoice thirty (30) days after demand, unless the due date has already been set. Late payment is subject to default interest in accordance with the Danish Interest Rate Act (Act no. 459 of 13/05/2014 or later amended consolidation acts).

5. Marketing

5.1 The Client may not without the prior written consent of AAU either directly or indirectly refer to AAU or employees of AAU in connection with any marketing activities, or generally exploit the name of AAU.

6. Publication of Project Results

6.1 AAU is only allowed to publish Project Results, transferred to the Client, if prior written consent from the Client has been obtained, cf. section 9.1 of the Standard Terms.

7. Confidentiality

7.1 Confidential Information shall be kept confidential by the receiving Party, and may not be disclosed to any Third Party without the prior written consent of the Controlling Party. Each Party shall endeavour to keep to a minimum the amount of information that is disclosed to the other upon which restrictions are imposed.

7.2 Confidential Information does not comprise information, that:

- at the time of receipt was published or in any other way made available to the public,
- after the time of receipt has been published or made available to the public other than by neglect of this obligation of confidentiality,
- already at the time of receipt was in the rightful possession of the receiving Party without any restrictions,
- rightfully has been disclosed by a Third Party, or
- is generated by the receiving Party independently of the Consultancy Project.

7.3 This obligation of confidentiality shall cease no later than three (3) years from the time of receipt.

7.4 The Agreement does not prevent the receiving Party from disclosing Confidential Information to the extent that the receiving Party is required to do so according to statute, judicial order or binding legislation act. Confidential Information covered by this section 7.4 shall still be considered Confidential Information to the extent that it does not become public as a result hereof. The receiving Party shall as soon as possible notify the Controlling Party of disclosure in accordance with this section to enable the Controlling Party to protect its interest to the maximum feasible extent.

8. Rights and title to Background Information

8.1 All rights and title to Background Information shall remain with the Party that owns or controls such Background Information at the time of entering into this Agreement.

8.2 The Parties are obliged to make Background Information which is relevant and necessary for carrying-out the Consultancy Project available to each other, however, only to the extent that the Parties are at liberty to grant access rights to such Background Information.

8.3 Background Information shall be made available for the performance of the Consultancy Project on a free of charge, non-exclusive basis. If Background Information is not publicly available or its use is protected by law it may only be used in accordance with the Purpose of the Consultancy Project.

8.4 To the extent that Background Information is considered Confidential Information, such Background Information shall be treated in accordance with section 7 of the Standard Terms.

9. Rights and title to Project Results

9.1 Ownership

9.1.1 Rights and title to Project Results shall be assigned to the Client, who is free to use such results for commercial purposes.

9.1.2 Assignment of Project Results is subject to the limitations set forth by mandatory law, including but not limited to data protection regulation and export control regulation.

9.2 Non-commercial use of Project Results

9.2.1 AAU reserves the right to use Project Results for academic purposes, including for educational purposes as well as in connection with collaboration with a Third Party. This use shall be done so that the Third Party never attains direct access to the Project Results belonging to the Client as well as in accordance with the confidentiality obligation in section 7 of the Standard Terms.

10. Partnership and restriction of competition

10.1 The Agreement does not in any way create a partnership, joint venture, agent relationship, relationship based on power of attorney or a legal person. The Parties cannot bring each other into contractual relations with a Third Party.

10.2 The Parties do not in any way assume restrictions as to competition towards each other.

11. Duration and termination

11.1 The Agreement shall enter into force by the Parties' signature to the Consultancy Agreement with effect from the beginning of the Consultancy Project and shall expire when the Consultancy Project expires as stated in section 4 of the Consultancy Agreement.

11.2 The Agreement may be terminated by both Parties at a three (3)-month notice to the end of a month. The validity of the termination is subject to the condition that it is submitted in writing and signed by an authorized person of the terminating Party, which for AAU applies to persons covered by section 17 of the Standard Terms. The Party who terminates the Agreement shall pay any additional expenses incurred by the other Party as a direct consequence of the termination and which the other Party has no possibility of preventing. The Parties have no other claims against each other as a result of the termination.

11.3 AAU shall be entitled to terminate the Agreement at a one (1)-month notice to the end of a month in the event that the employee(s) of AAU allocated to the Consultancy Project, due to long-term illness or the like, become(s) unable to perform his/her/their tasks or in the event that his/her/their employment(s) terminate(s), no matter the reason. The right to terminate the Agreement is subject to the condition that AAU is not able to allocate other competent employees to the Consultancy Project.

11.5 Notwithstanding the termination of the Agreement, the sections that explicitly given their content are expected to survive the termination of the Agreement shall remain in full force and effect, including but not limited to relevant parts of sections 5-17 of the Standard Terms.

12. Breach of Agreement

12.1 In the event that a Party breaches its obligations according to the Agreement, the Party in breach of its obligations is required to remedy such breach within thirty (30) calendar days from the date of receipt of written demand. If the breach is substantial and is not remedied within that period, or if the breach is not capable of being remedied within that period, the Agreement may be terminated with immediate effect.

12.2 Examples of a substantial material breach are overdue payment of financial contributions and the fact that the Client is subject to bankruptcy or insolvency, including making assignments for the benefit of creditors.

13. Liability

13.1 The Parties shall be liable in accordance with the ordinary rules of liability in Danish law. Apart from breach of confidentiality, cf. section 7 of the Standard terms, the Parties shall however not be held liable for any indirect losses, consequential damages, operating losses, lost earnings or other economic consequential losses, including claims of a Third Party. Except in the case of gross negligence or intentional acts, AAU's liability shall in all respects be limited to an amount of DKK 500,000.

13.2 AAU shall not assume any liability with regards to the Client's exploitation of Project Results. AAU shall for instance not be held liable in the event of product liability or infringement of the rights of any Third Party caused by the Client's commercial exploitation. Furthermore the Client shall indemnify AAU against any claims from a Third Party resulting from such exploitation.

13.3 AAU does not guarantee that Project Results will not infringe any rights of a Third Party or that Project Results in the form of software is not based entirely or partly on open source software.

14. Force Majeure

14.1 None of the Parties are responsible for non-fulfilment of their obligations in accordance with this Agreement where fulfilment is prevented by extraordinary circumstances which the Party in question has no control over and which the Party neither could nor should properly have foreseen when signing the Agreement and neither should have avoided nor overcome. These extraordinary circumstances include for example changes to public regulation.

14.2 If the above-mentioned force majeure event lasts for more than sixty (60) days, the other Party is entitled to terminate the Agreement with immediate effect.

15. Transfer of the Agreement to a Third Party

15.1 Rights and obligations in accordance with this Agreement cannot be transferred to a Third Party without the written consent of the other Party.

15.2 AAU shall immediately be notified of any changes in the control of the Client. In the event that AAU assesses that it will be of ethical or moral concern to uphold the Agreement, AAU shall be entitled to terminate the Agreement with immediate effect. In the event of termination on such grounds the Parties shall have no claims against each other as a result of the termination.

16. Choice of Law and Venue

16.1 The Agreement shall be governed by Danish Law, however with the exception of international private law and rules concerning choice of law, to the extent that such rules would lead to the application of another country's law.

16.2 Any dispute between the Parties arising from this Agreement, that cannot be settled amicably shall be tried by the Court of Aalborg as the court of first instance. Disputes concerning intellectual property rights may however in accordance with the rules in the Danish Administration of Justice Act be tried by the Maritime and Commercial High Court of Denmark.

17. Authority to sign

17.1 This Agreement shall only be valid if it is signed by a person authorized to legally bind AAU. Such authorized persons are Rector, Pro-rectors and Head of Grants & Contracts.