| **[Fakultet/Institution/centrumbildning]**[Any supplementary text,e.g., employee] | **AGREEMENT**SLU ID: SLU.[Enter registry number]DD Month 20YY |
| --- | --- |

# [Titel/dokumentnamn] (*OBS. gör ett mellanslag i fältet om titel saknas*)

# Instructions

This template supports work with establishing and reviewing various contract forms. The clauses in the template are recommendations from the Legal Affairs Unit, although needs may vary depending on the agreement.

Contact the Legal Affairs Unit if you need to draw up a consortium agreement for one of the EU’s research programmes, such as Horizon Europe.

Remember that agreements must be archived and you need to include an SLU ID in the page header.

If you delete a clause from this template, remember to adjust the numbers of the remaining clauses accordingly. You may also include additional clauses if necessary. For example, you can include a ‘Definitions’ clause where you can define words used in the agreement.

Delete these instructions once you have read and understood them.

# AGREEMENT

## Section 1. Agreement parties

The agreement must name all participating SLU departments if each department will receive a portion of the funding.

Agreement parties: the Swedish University of Agricultural Sciences (SLU) [department/faculty/unit], [address], corporate identification number:

and

[Name of agreement partner] ([acronym]), [address], corporate identification number: [XXX],

hereby enter the following agreement (hereinafter the Agreement). The above parties will be referred to individually as ‘the Party’. When referring to both parties, ‘the Parties’ will be used.

## Section 2. Background

Brief description of the background to the Agreement. This is where you can state information such as whether there is a joint application to a research funding body, and if so, provide the reference number and other information relating to the funding body’s decision.

## Section 3. Purpose of the Agreement

What is the subject matter? What is the purpose of the agreement? Does the agreement refer to contract research or grant-funded research, collaboration, visiting teacher or other type of services?

A separate personal data processing agreement will be necessary if this agreement is for regulating a collaboration that involves processing personal data, for example, if the other party will perform interviews or analyses for a research project, or if an external party will be storing data on behalf of SLU. Contact dataskydd@slu.se if you have any questions about data protection agreements.

## Section 4. The Parties’ commitments

What is expected from SLU? What is expected from the counterparty? **What** is to be done, by **who** and **when**? What is necessary for the tasks to be performed to be **approved**? Is there anything one of the parties must do for the other party to be able to fulfil their obligations under the agreement? Is there another agreement, such as a grant agreement, that will take precedence over this agreement?

Example for when a grant agreement is used:

Through the Grant Agreement with [funding body acronym], SLU is obligated to follow the Grant Conditions set out in the Grant Agreement [state where the conditions are presented, such as ‘in Annex X’].

The provisions in the Grant Agreement, including any changes, apply between the Parties where they are applicable. If a provision in the Agreement conflicts with a provision in the Grant Agreement, the Grant Agreement will take precedence.

## Section 5. Organisation, reporting, coordination and contacts

Describe the parties’ structure/organisation for the project. Which party will do what?

What modes of contact will be used? Will a project group of any form follow up the agreement? Below is an example of what to use if contact persons must, or should, be included. Only state the necessary information. For example, delete the telephone number if it is not needed.

SLU contact person:

[First and Surname]

[Title]

[Email address]

[Telephone number]

[Name of agreement partner] contact person:

[First and Surname]

[Title]

[Email address]

[Telephone number]

## Section 6. Validity period of the Agreement

At SLU, we recommend a fixed-term agreement. Do not write ‘automatic renewal of the agreement’. Instead, be sure to evaluate the collaboration/project before the agreement is extended. If the agreement is not a fixed-term agreement, it is essential that the notice period be stipulated in the agreement. If the agreement relates to a research project, you generally do not need to provide a final date. Instead, you can state when the project will be completed.

It is important to state the period during which the money may be used when the agreement refers to contract or grant agreements.

Example for a fixed-term agreement:

The Agreement enters into force [on DD Month YYYY or ‘once the Agreement has been signed by both Parties’]. The Agreement will terminate on [DD Month YYYY].

Example for an open-ended agreement:

The Agreement enters into force [on DD Month YYYY or ‘once the Agreement has been signed by both Parties’]. The Agreement will apply until further notice unless it is terminated following the agreed notice period.

## Section 7. Compensation

This is where you can state the amount to be paid, who will pay, how payment will be made. VAT is generally added to agreements with non-public authorities. Invoices from abroad may or may not include VAT. Contact the Division of Financial Administration for more information.

Regardless of whether the payment is a one-off payment or partial payment, payment can be made by either invoice or requisition (for grant agreements). Contact the Division of Financial Administration for more information about what applies to you.

Suggested text for one-off payments:

XXX will receive [state currency code] XXX from XXX. XXX will receive the amount on [DD Month YYYY, must be a business day]. Payment will be made to the following account: XXX.

Suggested text for payment by instalment:

XXX will receive an instalment of [state currency code] XXX from XXX. The amount will be paid by XXX in [state number] instalments of

* [state currency code] XXX. XXX will receive the amount on [DD Month YYYY, must be a business day].
* [state currency code] XXX. XXX will receive the amount on [DD Month YYYY, must be a business day].
* [state currency code] XXX. XXX will receive the amount on [DD Month YYYY, must be a business day].

Payment will be made to the following account: XXX.

The following text must always be included when SLU will receive payment from another agreement party. SLU does not charge penalty interest on grant agreements:

Penalty interest will be charged if payment is not made by the due date. Collection agency fees may be added.

## Section 8. Regulation of intellectual property rights

Who will be entitled to the results from the collaboration? Generally, the party who created the agreement owns the results. If SLU creates the results, SLU can claim owning intellectual property rights over the other agreement parties.

However, in the case of contract research, it is usually agreed that the party commissioning the project will own any results. It is possible to stipulate in the agreement that SLU may utilise the results in order to continue research. In these cases, it is essential that the participating SLU researchers accept this and sign a consent form attached to the agreement. The Legal Affairs Unit page has a template for these consent forms (IPR consent/researcher’s agreement).

The results from *grant-financed research* belong to the researchers themselves, and not the financiers or SLU.

Generally, SLU will guarantee access for its research collaboration partners to SLU employees’ intellectual property (access rights) to enable the project to take place. SLU may only do this with the written consent of the employees. The researcher’s agreement template is also suitable for this purpose.

## Section 9. Publication

Ensure that publication cannot be stopped for more than 90 days. This is especially important if a doctoral student is involved. There are certain exceptions; a longer period may be acceptable if one party needs to apply for a patent. Remember to observe good research practice and any confidentiality that may be in place under the Swedish Public Access to Information and Secrecy Act and the Swedish Trade Secrets Act. Should there be any questions about licensing, contact the Legal Affairs Unit.

Example:

SLU has the right to publish Results from the Project. In the case of joint Results, publication must be agreed with the other copyright owners.

Before the Results from the Project can be submitted for publication, or otherwise be disclosed, the Parties will have a maximum of 30 calendar days to review the draft. The reviewing Party may request, in writing, that the publication/disclosure be delayed so as to enable a patent application or obtain equivalent intellectual property rights. If such a delay is requested within the specified review period, the information may not be published or otherwise disclosed for a period of a maximum 90 calendar days from the day the delay was requested.

Confidential information may not be published or disclosed without written consent from the Party that provided the information.

All publications must stipulate the names of the person or persons who are the copyright owner(s) in a suitable way and state that the publication is linked to the Project. Any references to the Funding Body are to be made per the Grant Conditions.

## Section 10. Compliance with legislation and regulations

The Parties commit to following the applicable legislation and regulations.

## Section 11. Confidentiality, public access to documents and archiving

SLU is a public authority and must therefore follow the regulations concerning public access to official documents. SLU cannot mark documents as confidential beyond the scope of what is stated in the Public Access to Information and Secrecy Act. In these instances, you must **always** consult with the Legal Affairs Unit.

Generally, agreements will include regulations where the counterparty requires SLU to return all documents the counterparty has sent or destroy such documents. **Always** consult with the Archives, Information Governance and Records Unit (Air, arkiv@slu.se) before returning or destroying the documents. As a public authority, SLU has a duty to archive its official documents. An agreement cannot override this duty.

Compulsory agreement text:

As a public authority, SLU [and XXX if other Parties are public authorities] is bound by the principle of public access to official documents. This means that all documents, including personal data, that do not constitute working materials, are considered official documents and may be released to those requesting them. Information that is considered confidential under Swedish law will not be released.

## Section 12. Termination of the Agreement

This clause ties in with Section 6. An agreed termination period is not always necessary. Therefore, you need to consider whether it is in SLU’s interest to include Section 12 in the agreement. If you determine a need to include a notice period in the agreement, use the following questions as a guide: In what cases will it be possible to terminate the agreement? What notice period will apply? Assess based on the nature of the project. Factors that are in favour of a longer notice period include tied resources, where staff will be working on a specific project for the period, as well as long-term projects. Will any party be entitled to compensation in the event of a breach of contract or premature termination?

Example:

A Party may terminate the Agreement in the following cases:

* Another Party is in breach of the Agreement and fails to remedy the breach within 30 calendar days of having received written notification of intention to terminate the Agreement due to the breach.
* This refers to a substantial breach of agreement that cannot be rectified by the Party at fault, or
* In the event of the circumstances stated in Clause 14.

The termination must be given in writing and include the grounds for the termination. [For agreements including more than two parties, you can use this section to state whether the agreement will continue to be in force to the remaining parties should it be terminated by one party, or whether the entire agreement will be terminated.]

## Section 13. Damages

As a basis for SLU, liability for damages must be limited, or SLU must not be liable for any damages. If there is a need to regulate damages in the agreement, it is essential that the amount is specified in the agreement and as low as possible. Please note that the size of the amount may affect who is eligible to sign the agreement.

Example:

The Parties are not liable to compensate each other for damages that may arise due to the Agreement.

Example:

If insurance does not cover the damage, the damages from SLU will be limited to SEK XXX.

## Section 14. Force majeure

Is it necessary to include a clause exempting the parties from their duties as per the agreement?

Example:

The Parties will be exempt from their duties as stipulated in the Agreement in the event of unforeseen events beyond their control and that could not be predicted when the Agreement was established.

It will not be considered a breach of the Agreement if one Party informs the other Party in writing of such an event as soon as it arises and gives notification of a new time frame for the project’s implementation.

Will it benefit SLU if the agreement can be terminated in the event of force majeure? If yes, the following text can be used:

A Party may terminate the Agreement, either fully or in part, if such an event makes it impossible to meet the obligations as per the Agreement, resulting in considerable changes to the conditions relating to the Agreement. Termination must be in writing and the reasons for the termination stated.

## Section 15. Dispute resolution and choice of law

As a rule, SLU must first attempt to resolve any disputes in consultation with the opposite party. If it is not possible to resolve the dispute, it can be referred to the general courts or through arbitration. Turn to the general courts in the first instance, as arbitration is an incredibly expensive process. Consult the Legal Affairs Unit if the amount in question is large.

If the counterparty is another Swedish public authority, the dispute is not to be resolved through the general courts or arbitration. In this case, disputes are to be resolved through negotiations. If this is not possible, then the parties must turn to the Government.

Consult the Legal Affairs Unit if the counterparty’s headquarters are located outside of Sweden and the counterparty will not consent to the application of Swedish law to the agreement.

Example for general courts:

Disputes that arise as a result of this Agreement and that cannot be resolved through negotiations between the Parties will be settled by Uppsala District Court in the first instance. Swedish law will apply.

Example for arbitration:

Disputes that arise as a result of this Agreement and that cannot be resolved through negotiations between the Parties will be settled through simplified arbitration through the Stockholm Chamber of Commerce Arbitration Institute ([www.sccinstitute.se](http://www.sccinstitute.se/)). Arbitration is to take place in Stockholm and Swedish law will apply. The language to be used in the arbitral proceedings shall be English.

## Section 16. Annexes

Section 16 can be omitted if there are no annexes. State any annexes and check that the annexe reference numbers are the same as those stated in the agreement, so the references will be correct.

Example:

Annex X – [State title if relevant]

## Section 17. Signatures

Check that the person signing the agreement on behalf of SLU is authorised to do so, see the delegation of authority. Also ensure that the counterparty is authorised to sign.

Two original copies of this Agreement have been drawn up. Each Party has received their own copy.

Date & Place Date & Place

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name and title of company signatory] [Name and title of company signatory]