

Attachment on Terms Industrial Doctoral Student Agreement

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Chalmers University of Technology AB, hereinafter referred to as Chalmers.

The other Party to the Agreement is below referred to as the Company.

§1. Definitions

The term *Project Results* refers to all results in the Agreement that have been achieved through the Parties' work on the Project, including all intellectual property rights, such as patents, constructions, inventions, regardless of whether or not they can be patented, patterns and know-how, including unpublished material.

Originator at Chalmers is a person employed by Chalmers or a person who participates in the Project at Chalmers without being employed there, such as a student working for a degree or a visiting researcher; a person employed by the Company is not considered to be an originator, however.

A *researcher at Chalmers* is an Originator at Chalmers who is employed as a teacher, researcher or research student or other employee whose duties include scientific work.

§2. Reporting

The Doctoral Student shall report the Project by annual reports, and by a final report in the form of a licentiate report or a Ph.D-thesis.

§3. Information obligation and right of use

Without unreasonable delay, the parties shall submit written information to each other concerning their respective Project Results and who the Originator is.

Both Chalmers and Researchers at Chalmers, who have participated in the Project, have free of cost right of use to continued research on the Project Results and free of cost right of use to the Project Results for other non-commercial purposes and education within the framework of the secrecy agreed on. To the extent the usage in accordance with this point necessitates the use of Background Knowledge that the Company has contributed to the Project, the Company shall provide such knowledge free of cost.

The Company has a non-exclusive, free of cost right of use to commercialise the Project Results in his/her own activity, but does not have the right to transfer Results generated by the Originator at Chalmers to a Third Party. To the extent that a prerequisite for commercialisation is the usage of Background Knowledge that Chalmers or an Originator at Chalmers has contributed to the Project, the terms related to said usage shall be made the subject of a separate agreement

§4. Publishing

The Doctoral Student and an Originator at Chalmers shall have the right to publish Project Results that the Doctoral Student or the Originator has generated alone, together with another Originator or together with the Company. Chalmers undertakes to delay the publishing of Project Results that can be legally protected by up to four months counted from the date when the Company was informed about the Results. A prerequisite for the delay is that the Company - within a review period of one month - serves notice that the Company will utilise its option to acquire the ownership to the Project Results and that it intends to apply for legal protection.

In addition to this, the Company shall be entitled - during the review period stated above - to request that the Doctoral Student and/or the Originator omits information that by nature constitutes business secrets, provided that such omission does not limit the scientific value or reduces the possibility to have the Project Results published in scientific journals.

In exceptional cases, a special agreement can be made on further delay of Project Results that cannot legally be protected, for the purpose of making possible commercial use, provided that the Doctoral Student and/or the Originator or Chalmers is not put at a disadvantage. In such cases, the Agreement shall also regulate compensation from the Company to the Originator at Chalmers for exclusive right of use granted for commercial purposes. Negotiations shall not be initiated until the Results in question have been achieved.

§5. Option

The Originator at Chalmers shall grant the Company an option to acquire ownership to Project Results that fully or partly have been generated by the Originator and which have, or can be given, legal protection. The Originator at Chalmers shall be entitled to a reasonable compensation.

Agreement on compensation and other terms of the acquisition shall be stated in a separate Agreement.

To a reasonable extent and with reasonable compensation, the Originator shall participate in the preparation of documents required to apply for, and claim, the protection.

§6. Remuneration for intellectual property rights

At the Company's commercialisation of Project Results acquired as mentioned above, an Originator at Chalmers who has generated all or parts of these Project Results shall also have the right - within five years of the termination of the Project - to request special negotiations on reasonable compensation. The Originator may delay the right to request negotiations in five-year intervals following written notice to the Company to that effect.

Provided confidentiality prevails, the Company shall provide the documentation required to determine a reasonable compensation. If the Company's rights as regards Project Results are transferred to another owner, separately or together with an activity or a company, the Company shall ascertain that said transfer is made on terms that safeguard the Originator's right to such compensation. In cases where the

Company does not fulfil maintenance of legal protection of intellectual property as regards the Project Results acquired from an Originator at Chalmers, the Originator shall have repurchase right for SEK One (1) prior to the expiration of the protection.

§7. Secrecy

During the implementation of the Project, the Parties may provide each other and also generate information of a confidential nature. The Parties are aware of the Company's need of confidentiality as regards business secrets, and in order to commercially use the Project Results. The Parties are also aware of the publishing need for scientific purposes and that the public right of access principle applies at Chalmers. In a situation of conflict of interests, the Parties seek to solve the situation in mutual agreement.

A Party shall keep secret Background Knowledge received from the other Party, both during the Project Period and an additional period of five (5) years. A Party shall keep secret Project Results generated solely by the other Party and which constitute business secrets, both during the Project Period and three (3) years after that.

A Party shall keep secret own Project Results and Project Results jointly generated by the Parties to the extent required to make the Project Results public as scientific work and so that the Company and/or the Originator at Chalmers shall be able to exercise their right to legally protect Project Results.

A Party may not to a Third Party reveal Background Knowledge or Project Results

- a) unless the information was known by the revealing Party already before the start of the Project or has been produced by the revealing Party independently of the Project without secrecy requirements,
- b) unless the information also has been received from a Third Party without restrictions concerning the right to forward the information,
- c) unless the information has become publicly known in another manner than through breach of the Agreement; however, the revealing Party's violation of secrecy requirements in another agreement concerning the same information shall be considered breach also of this Agreement,
- d) unless the information in accordance with written consent from the forwarding Party may be revealed to a Third Party, or
- e) unless revealing takes place to the extent that there is an obligation to do so, in accordance with law or a Court ruling

In cases referred to in a), b) and c) above, a Party has no right to reveal to a Third Party that the same information also has been received from the other Party or constitutes Project Results.

With respect to written information and information documented in another manner, received from the other Party, secrecy shall apply if it is specifically shown by marking that said information is to be kept secret. For verbal information,

secrecy shall apply if the forwarding Party requests this within one month, or if it is obvious that the information is of a confidential nature.

With reasonable care, a Party shall ascertain that only physical or juridical people who, in connection with their work/activity in accordance with the Agreement, need secret information, shall receive such information and that they undertake the same secrecy obligations in writing as applies to the Party.

A Party shall state the names of said Party's people, who are authorised to receive secret information from the other Party.

Secrecy obligation as regards the terms of the Agreement shall apply for two years after the execution of the Agreement.

Chalmers does not keep secret the existence of the Agreement.

§8. Liability

The liability limitations below do not apply to personal injuries.

§8.1 Defects or shortcoming

A Party shall not be liable if submitted information, submitted material or achieved Project Results cannot be used commercially. A Party shall not be liable for property damage, losses due to production interruptions, profit not gained, loss of or damage to intellectual property protected matters through infringement of another party's right, other capital loss or idealistic damage as a cause of the other Party's use of information, submitted material, or achieved Project Results.

§8.2 Force Majeure

A Party shall not be liable for damage caused by legal enactment, measure taken by an authority, war, strike, blockade, boycott, nature disaster or similar circumstance. The same applies in case of defects of technically advanced equipment used for the implementation of the Project, if these defects cannot be repaired. The reservation as regards strike, blockade and lockout shall apply also if the Party himself/herself is the subject of, or resorts to, such a measure.

§8.3 Property belonging to a Party

A Party shall be liable for the Property he/she contributes to the Project or which is required for its implementation, regardless of where it is stored or how the transport of it takes place.

A Party shall himself assess the need of insurance of the property in question and is himself/herself responsible for signing an appropriate agreement.

§8.4 Limitation of indemnity liability

A Party's total liability for property damage shall be limited to the amounts stated below and to general terms in agreements on liability insurances built on liability obligation through

carelessness in accordance with the Liability Act or corresponding legislation.

A Party's total liability for other damages as a result of the Project shall be limited to a reasonable amount, considering the type of damage and the type of Project as well as economic extent. The indemnity liability, however, shall not exceed SEK 1.000,000 (one Million).

Claims for damage shall be made in writing immediately after the Party subjected to the damage has become aware of said damage.

§9. Insurance

§9.1 Liability insurance

During the Project Period, a Party shall have at least the following insurance coverage for the Project activity. When requested to do so, a Party shall present insurance policies.

<u>Type of insurance</u>	<u>Coverage</u>
General liability insurance	Property and personal damage
Production responsibility insurance	Property and personal damage

Insurance amounts: At least SEK 10.000,000 (ten Million) per damage and SEK 20.000,000 (twenty Million) per year.

Other terms: The insurance shall cover the whole world and cover protection for property entrusted to Party's care.

§9.2 Personal protection

A Party shall have statutory and branch-adapted personal insurances for his/her employees. A Party shall ascertain that other people who through said Party have become participants in the Project have the corresponding insurance protection.

§10. Premature withdrawal

A Party shall have the right to prematurely terminate the Agreement if the Project substantially differs from the agreed Project Plan. At premature withdrawal, a mutual notice period of twelve (12) months applies to each Party.

Should the Doctoral Student be permanently prevented from performing the Project, for example due to illness or a change of living conditions, Chalmers and the Company should seek a mutual agreement on whether the Project shall be finalized by another, or whether it shall be terminated and the Agreement prematurely terminated.

Chalmers shall have the right to receive compensation from the Company for work performed and for necessary and reasonable discontinuation costs.

§11. Transfer of the Agreement

A Party shall not have the right to fully or partly transfer rights or obligations concerning the implementation or

financing of a Project in accordance with the Agreement, without the other Party's written consent.

§12. Amendments and additions

In order to be valid, amendments of, or additions to, the Agreement shall be made in writing and be signed by both Parties. Verbal agreements are not valid.

§13. Disputes

This Agreement shall in all respects be governed by and interpreted according to the laws of defendant Party.

The parties agree that any dispute which cannot be resolved amicably shall be submitted exclusively to the courts in the jurisdiction where the defendant Party has its principal place of business.

Prior to initiating litigation, the Parties shall however make a good faith attempt to resolve their dispute via mediation and commit to attending at least one mediation session, provided, however, that either Party reserves to right to initiate court proceedings at any time.