**Collaboration agreement for degree projects at Uppsala University in collaboration with a third party**

This template collaboration agreement is a support document for departments at Uppsala University, students performing degree projects and the Collaboration partners to student degree projects. The aim is to reasonable balance the different interests of the parties in relation to the work results and, where applicable, confidentiality. The parties acknowledge that a fundamental prerequisite for the performance of the degree project is that the Student will submit a written report (the “Report”) of the project to the Department for examination.

§ 1 This collaboration agreement is between the following parties:

|  |  |
| --- | --- |
| Name of the Student, hereafter “Student” Personal identity number | |
|  |  |
| Name of the company, hereafter ”Collaboration partner” Registration number | |
|  |  |
| Responsible department at Uppsala University, hereafter  “Department” Registration number | |
|  | 202100-2932 |

§ 2 The Student and the Collaboration partner are in agreement to perform the following project (hereafter the ”Project”):

*Please name project*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*Please mark the applicable alternative*

* The project is further described in attachment 1, the project plan.
* The main outline of the Project is as follows:

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The Student and the Collaboration partner commit to collaborate in the performance of the Project. The parties acknowledge that the Project will result in the Report, to be submitted to the Department for examination.

§ 3 In case part of the Project will be performed by the Student at the location of the Collaboration partner, the Collaboration partner will inform the Student of any applicable safety regulations, which the Student is obligated to submit to.

§ 4 In regard of the work results achieved by the Student within the Project and coherent intellectual property rights (hereafter”Results”), the following have been agreed between the Student and the Collaboration partner:

*Please mark the applicable alternative*

* The Results are owned by the Student. The Collaboration partner has the right to utilize the Results for the purposes they been developed.
* The Results are owned by the Student and the Collaboration partner jointly.
* The Results are owned by the Collaboration partner. The Collaboration partner shall remunerate the Student corresponding to what is applicable for employees of the Collaboration partner generating work results. When calculating the remuneration, particular account shall be taken to the impact of the Students work efforts in the development of the Result. Irrespective of ownership, the Student has the right to use the Results for examination at the Department.
* Other:

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Notwithstanding the above, the copyright to the Report shall remain with the Student.

§ 5 Confidential Information

*Please mark the applicable alternative [[1]](#footnote-2)*

* There are no confidentiality terms applicable for the Project. The Report will be archived at Uppsala University and may be disseminated by publication through the database DiVA.
* The following confidentiality terms are applicable for the Project:

§ 5.1

1. ”Confidential Information” is all technical and other scientific know how of the Collaboration partner that the Collaboration partner has legitimate reason to keep secret.
2. During the Project and [ ] years thereafter, the Student may not share or otherwise transfer to any third party any of the Confidential Information. Notwithstanding the foregoing, the Student may always share Confidential Information with the Department to the extent necessary to be able to be examined on the Report.
3. The obligation of confidentiality of § 5.1.b. does not include information that (i) at the time of receiving was public knowledge or after the time of receiving become general knowledge without the any breach of this agreement, (ii) the Student demonstrably already was in the possession of at the time of receiving, (iii) the Student legally has obtained from a third party, (iv) has been developed independently from the information received from the Collaboration partner and (v) is transferred to a third party in accordance with mandatory law.

§ 5.2

1. The Report will be made available to the Department for grading. After grading, the report will be archived in accordance with applicable regulations at Uppsala University. The Department will apply secrecy corresponding to the obligations of the Student (according to § 5.1 above) to any Confidential Information in the Report, however never for longer time than ten years from the Confidential Information became known to the Department.
2. The Report may need to be made available to reviewers and/or opponents that are not employees of Uppsala University. If so, a separate confidentiality agreement will be concluded or prior permission will be obtained from the Collaboration partner.

§ 6 This Agreement shall be governed by the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with it, or the breach, termination or invalidity thereof, shall be settled by the public court in Uppsala, Sweden, as a first instance.

This collaboration agreement has been executed in three copies, of which the parties have received one copy each.

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| --- | --- |
| **Studenten**  Plats/datum:  Sign:  Namn: | **Samarbetsparten**  Plats/datum:  Sign:  Namn/titel: |
| **Institutionen**  Plats/datum:  Sign:  Namn/titel: /Prefekt |  |

1. Please note that although there may be projects at bachelor and master level where the reasons for secrecy outweigh prevailing principles regarding transparency in exercise of public authority (e.g. grading) and general principles of openness and transparency at Swedish universities, the possibility to impose secrecy on a degree report in line with the second option shall be practiced restrictive and only when secrecy is an absolute necessary prerequisite for the performance of the Project. [↑](#footnote-ref-2)