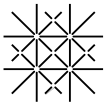


## Terms and Conditions for Industry Collaboration

27.11.2020

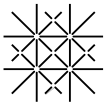
### a. Contract Research (Auftragsforschung)

<b>Type</b>	<p>The agreement applies to research projects for which the company partner proposes a specific and well-defined goal. The goal is then fulfilled by the University partner (i.e. a research group, lab, unit), generally using own specific skills and well-known methods. This type of agreement shall not be used for research activities, rather for well-defined services such as tests, measurements, or routine analysis.</p>
<b>IP Conditions</b>	<p>Normally, the partner shall own all rights, title and interest to the results of the services.</p> <p>All know-how, processes, procedures, methods, material, apparatuses, devices, software and developments associated with the services which are developed and used by University to perform the services and all intellectual property related thereto, is owned by the University.</p> <p>If any background IP is involved, each party shall remain the sole owner of its background intellectual property.</p>
<b>Publications</b>	<p>The university may have the right to publish the results within a reasonable timeframe specified in the agreement. Within the service agreement frame, limitations to this can be agreed upon.</p> <p>Generally, the university shall submit the draft of any publication (within the Project frame) for review, to allow the Company to request the removal of any of its confidential information and/or ask for a delay of publication, also defined in the agreement.</p>
<b>Budget</b>	<p><b>Direct costs:</b> all the direct laboratory costs (e.g. salaries, consumables, travels, etc.). <b>Overhead:</b> + 40% of the overall direct costs.</p> <p>Costs will be paid accordingly to a time schedule defined in the agreement.</p>



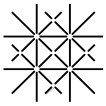
## b. Research Cooperation (Forschungskooperation)

<b>Type</b>	The agreement applies to projects for which both the researchers of the university and the partner jointly define the objectives, with a focus on the development of new scientific knowledge, based on the expertise of the researchers of the university.
<b>IP Conditions</b>	<p>The University remains the owner of the rights to the results obtained by the university in the performance of the project, but normally grants to the company i) the right to file patents in University's name (or University's and partner's name in case of joint inventions) and ii) an option to exclusively negotiate a license on university's rights in such patent rights.</p> <p>In general, each party shall remain the sole owner of its background intellectual property and no license is granted to the other party, unless otherwise expressly agreed upon (usually within a separate license agreement).</p>
<b>Publications</b>	The company shall recognize that the university has the right to publish the university results; however university shall submit draft of publications to allow the company to file for patent rights and to safeguard its confidential information.
<b>Budget</b>	<p><b>Direct costs:</b> all the direct laboratory costs (e.g. salaries, consumables, travels, etc.). <b>Overhead:</b> + 20% of the overall direct costs.</p> <p>Costs will be paid accordingly to a time schedule defined in the agreement.</p>



### c. Knowledge Sharing (Wissensaustausch)

<b>Type</b>	The agreement applies to partnerships that have as their main goal to exchange knowledge, identify and aggregate competences (incl. training & workshops), start innovation initiatives, keep a formalized continuous information exchange, and explore new collaboration models in a bilateral or in a network-oriented framework.
<b>IP Conditions</b>	<p>These projects generally do not involve the generation of new IP.</p> <p><b>Background IP:</b> each party shall remain the sole owner of its background intellectual property and no license is granted to the other party, unless otherwise expressly agreed upon (usually within a separate license agreement).</p>
<b>Subcontracting</b>	The agreement allows for subcontracting of specific activities in the framework, either internally (i.e. to parts of the university) or externally (i.e. third parties, as public or private entities legally independent from the university).
<b>Publications</b>	In general, the company shall recognize that the university has the right to publish the university results.
<b>Budget</b>	<p><b>Direct costs:</b> all the direct costs (e.g. salaries, travels, etc.).</p> <p><b>Overhead:</b> + 20% of the overall direct costs for researchers and research groups.</p> <p>Costs will be paid accordingly to a time schedule defined in the agreement.</p>



#### d. Innosuisse Grant (with Implementation Partner)

<b>Type</b>	<p>The agreement applies to research projects executed in collaboration between a company partner (implementation partner) and the university, in the frame of an Innosuisse funded project. The research activity is fulfilled by the University partner (i.e. a research group, lab, unit) in collaboration with the Implementation Partner, who is ultimately responsible for the commercialization of the results.</p>
<b>IP Conditions</b>	<p>The university remains the owner of the rights to the results obtained by the university in the performance of the project, but normally grants to the company i) the right to file patents in University's name (or University's and partner's name in case of joint inventions) and ii) the partner is granted a free non-exclusive license on university's rights in all results in the Field of Use, and iii) the Partner and the University will agree upon the principle of a consideration for the exploitation (exclusive rights on patents or on software in the specific Field of Use) of the University results. Such consideration may consist of either a flat remuneration or fair royalties on the sales of products or services.</p> <p><b>Background IP:</b> Each party shall remain the sole owner of its background intellectual property and no license is granted to the other party by the research agreement, unless otherwise expressly agreed upon (usually within a separate license agreement).</p>
<b>Publications</b>	<p>The university has the right to publish the results within a reasonable timeframe specified in the agreement.</p> <p>The university shall submit the draft of any publication (within the Project frame) for review, to allow the Company to request the removal of any of its confidential information and/or ask for a delay of publication, also defined in the agreement.</p> <p>In any case, the scientific results shall be timely published.</p>
<b>Budget</b>	<p><b>Direct costs:</b> according to the Innosuisse project application. <b>Overhead:</b> not charged to the Implementation Partner but rather paid by Innosuisse to the research partner, normally as + 15% of the overall direct costs.</p> <p>Costs will be paid accordingly to a time schedule defined in the agreement, where the in-cash contribution (by both Innosuisse and the company) and the in-kind contribution (by the company) shall be specified.</p>