**Collaborative Agreement**

**on enrolment of a PhD student on private basis**

**(’the Agreement’)**

By and between

Aalborg University (hereinafter referred to as ’AAU’)

VAT no. 29102384

Department of ……….

Post Office Box 159

9100 Aalborg

Denmark

and

[PhD student’s name/name of the employing institution] (hereinafter referred to as [’the PhD Student’ /’the Institution’)

[Private address/address of the employing institution]

[Postal code/city]

[Country]

AAU and the [PhD Student/Institution] shall also be referred to as Party or Parties.

*Guidelines for use of this standard agreement on enrolment of a PhD student on private basis: Sections marked in blue may be filled in, revised or deleted. In the event, the PhD Student is employed by an institution or an institution is paying, the Agreement shall be entered into with the institution instead of the PhD Student. Wording in green shall then apply.*

**1. Basis for the Agreement**

1.1 The Parties agree that [name] (‘PhD Student’) shall be enrolled as a full time PhD student at AAU within the academic field of [xxxxxxxxxx]. The enrolment is based on the positive assessment of the PhD Student´s project application by the Doctoral School at AAU. The PhD Student shall be enrolled by the Doctoral School, Department of …………., AAU.

1.2 The PhD Student shall to a certain extent stay at AAU premises attending PhD courses and receive supervision.

1.3 [*Please include information on scholarships, fellowships or other grants applying to the enrolment and supervision of the PhD student and which is to serve as basis for the Agreement. Such grant shall be adopted as an appendix to the Agreement: Example: The PhD Students enrolment is supported by a scholarship grant from the XXXXX Foundation which will serve as funding basis for the enrolment at AAU. The scholarship grant is included as Appendix 2.*]

**2. Content and duration of the collaboration**

2.1 The Parties shall jointly describe the contents of and the framework for the PhD project in a project description to be enclosed as Appendix 1 to the Agreement. The appendix shall explicitly describe all tasks in the PhD project and the time schedule for the individual project stages (the ‘PhD Project’).

2.2 This Agreement shall become effective on the XX-XX-20XX (the ‘Effective Date’). The duration of the PhD Project is three (3) years from the Effective Date and the Agreement shall terminate upon completion of the PhD Project, unless terminated earlier in accordance with section 8 or 9. The PhD Project may be extended upon mutual agreement and approval by the Doctoral School at AAU, e.g. due to maternity/paternity leave. The PhD Project shall be performed in accordance with the Danish Ministerial Order on the PhD Programme at the Universities and Certain Higher Artistic Educational Institutions in force at the time in question (Ministerial Order no. 1039 of 27 August 2013 or later amended consolidation acts) (hereinafter referred to as the ‘PhD Order’).

**3. Financing**

3.1 The PhD Student [/Institution] shall defray all costs relating to salary and travelling in connection with completion of the PhD Project.

3.2 (Choose one of the following:)

1: AAU shall defray costs relating to supervision of the PhD Student in connection with the completion of the PhD Project.

2: The PhD Student [/Institution] shall pay all costs connected to the enrolment and supervision at AAU. The payment to AAU includes the following costs:

|  |  |
| --- | --- |
| Cost of 3 years of PhD-studies (6 semesters) | **DKK** |
|  |  |
| VIP salary (supervision) |  |
| Assessment |  |
| Department costs pr. Year |  |
|  |  |
| Department costs of 3 years |  |
| Overhead, XX % |  |
| Total costs for 3 years |  |

3.3 Payment shall be made in three instalments:

On the Effective Date DKK xxxxx

One (1) year from the Effective Date DKK xxxxx

Two (2) years from the Effective Date DKK xxxxx

An invoice will be issued prior to payment. Payment shall be made thirty (30) days after demand.

3.4 (choose one of the following:)

Option 1: The PhD student shall provide a bank guarantee for the amount to be paid to AAU.

Option 2: It is understood that the invoice will be issued to the [granting authority], who will make a deposit to the personal bank account of the PhD Student, who will subsequently make the payment to Aalborg University. A grant letter shall be included as Appendix 2.

Option 3: Invoice will be issued to the Institution.

3.5 Wages and travel between Denmark and xx are not included.

**4. Supervision and dissemination activities**

4.1 The academic supervision of the PhD Student shall be performed by Name/title, Department of ……………., AAU (the ‘AAU supervisor’).

4.2 The PhD Student shall attend relevant PhD courses approved by AAU.

4.3 AAU requires that xxx hours dispersed over the 3 years duration of the PhD Project are reserved for dissemination activities.

**5. Ownership and exploitation of Background Information and Foreground Information**

5.1 ’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, and know-how that are generated or controlled by the Parties before the start of the PhD Project.

5.2 All rights and title to Background Information shall remain with the Party, who owns or controls such Background Information at the time of entering into this Agreement. Background Information made available by the Parties may only be used for performance of the PhD Project.

5.3 ’Foreground Information’ shall mean technology, know-how, materials and information, hereunder inventions, improvements, discoveries, software etc., whether patentable, registerable or protected by copyright or not, and know-how that are generated as part of the PhD Project.

5.4 Rights and title to Foreground Information generated solely by the PhD Student shall be vested solely in the PhD Student [or the Institution] according to national legislation and internal regulations.

5.5 Rights and title to Foreground Information that has been generated jointly by the PhD Student together with the Supervisor and/or other employees of AAU shall be vested jointly in the Parties with shares equivalent to each Party’s intellectual share.

5.6 In the event, that the PhD Student is involved in a research collaboration at AAU involving third parties, all rights and title to Foreground Information generated by the PhD Student shall be vested in AAU.

5.7 AAU reserves a non-exclusive right to use Foreground Information for research and educational purposes.

**6. Publication**

6.1 The PhD Student is subject to an obligation to disseminate with regards to Foreground Information, and the PhD thesis shall be subject to a public defense, cf. the PhD Order.

6.2 In the event of the preparation and submission of a patent application or an application for registration as utility model, each Party may demand any publication be postponed for an adequate period of time, which, however, may not exceed a period of 3 (three) months from the date the thesis was handed over for assessment.

**7. Confidentiality**

7.1 In the event, that the PhD Student is involved in a research collaboration at AAU involving third parties, confidentially shall be handled in accordance with the agreement entered into with such third parties. Where the PhD Student is not involved in a collaboration at AAU, involving third parties the following shall apply:

7.2 ‘Confidential Information’ shall mean information concerning commercial, economic, technical, scientific, research related and other conditions, including but not limited to technology, inventions, processes, procedures, rights, specifications, design, plans, drafts, data, biologic materials, software, prototypes and strategies, whether protected by immaterial property rights or not, which the PhD Student [and the Institution] receives or gets access to in relation to the enrollment at AAU.

7.3 The PhD Student [and the Institution] is only allowed to use the Confidential Information for the completion of the PhD programme and shall keep the Confidential Information confidential. The PhD Student [or the Institution] shall not under any circumstances – without written approval from AAU – disclose Confidential Information to any third party.

7.4 The PhD Student [and the Institution] shall treat the Confidential Information with necessary care to secure non-disclosure.

7.5 Confidential Information does not comprise information and/or material, which:

- 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 PhD Student [and/or the Institution] without any restrictions,

- rightfully has been disclosed by a third party, or

- is generated by the PhD Student [or the Institution] independently of the enrollment at AAU.

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

**8. Termination**

8.1 The Agreement shall only be terminable by AAU if the PhD Student is expelled from the PhD programme in accordance with the rules in the PhD Order. The Agreement shall, lapse automatically if the PhD programme is interrupted, regardless of the reason for the interruption.

**9. Breach of Agreement**

9.1 In the event that a Party materially breaches its obligations according to the Agreement, the other Party will give formal notice to such Party requiring that such breach will be remedied within thirty (30) calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the other Party may decide on the consequences thereof which may include termination of the Agreement.

**10. Liability and authority to instruct**

10.1 The Parties shall be liable in accordance with the ordinary rules of liability in Danish law. Apart from breach of confidentiality, cf. section 7, 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, a Party’s collective liability shall in all respects be limited to an amount of DKK 500,000 per Party.

10.3 When the PhD Student is conducting research activities at AAU premises, the PhD Student shall be subject to AAU’s authority to instruct, including its directions for safety and environment at the workplace. Notwithstanding the foregoing, the Parties agree, that any loss suffered by AAU caused by the PhD Student shall be covered by the [PhD Student/Institution].

**11. Law and venue**

11.1 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.

11.2 Any dispute between the Parties arising from this Agreement, including interpretation and application of the Agreement, and which cannot be settled amicably by the Parties, 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.

**Signatures**

For **AAU**

Place, date:

Name:

Title: Head of Department

Name:

Title: Supervisor

For the PhD Student, Institution

Place, date:

Name PhD Student:

Name: Institution

[Insert name and title of authorised signatory]

List of Appendixes

Appendix 1: Project Description

Appendix 2: Grant letter