



UPPSALA
UNIVERSITET

To collaborate with Uppsala university

Basic conditions for commissioned research and collaborative research





Uppsala University

– *the first university in Sweden*

Uppsala University aspires to be a force for good in society. We teach, pursue research and contribute knowledge that moves the world forward. The University has to meet many, and often complex, needs. This requires us to be receptive and open to discussion and cooperation with other actors. These interactions, which we choose to gather under the umbrella concept of ‘collaboration’, can assume many forms. Sometimes they result in new educational programmes and sometimes in projects with companies looking for the unique expertise offered by researchers and students at the University.

Collaboration is a natural dimension of Uppsala University and that is the way it has always been. Researchers’ insights and discoveries spread and change our world. Ever since the University was founded, its students have had a clear labour market perspective and social benefit is fundamental to all education. When the University enters into agreements with companies and other actors, it does so for mutual benefit. This means working together to identify gaps in knowledge that need to be filled.

The University offers great expertise of a high international standard, in some areas among the best in the world. We often receive requests for cooperation and choose our partners on the basis of our overall objective – to contribute to a better world. We are therefore keen to ensure that those we cooperate with share our fundamental values and understand our intentions and motivations.

Welcome to Uppsala University.



A handwritten signature in blue ink that reads 'Eva Åkesson'.

EVA ÅKESSON
Vice-Chancellor

Understanding the playing field

– *a shortcut to successful cooperation*

Fruitful cooperation promises added value to all partners, but to succeed the relationship must be perceived as honest and fair. For this, the partners need to share a common understanding of the content of the cooperation. It is important to have clear and easily understood written rules for the relationship in the form of a written agreement.

It is not always easy to agree on the content of the cooperation and how to express it in contract text. The University sometimes finds that cooperation projects are preceded by protracted and at times unnecessarily complicated processes of negotiation. This not only entails extra costs for the negotiating parties, it also risks dampening the enthusiasm for exciting new projects. The University assumes the feeling is mutual.

The University is convinced that the path from idea to project agreement can be simplified and made both less time-consuming and less arduous. We believe that one means to this end is for the parties to better understand where the other is coming from and its incentives.

In this document, the University would like to clarify the fundamental conditions governing its research-based collaborations. Within the parameters described here, the University is more than happy to further discuss how cooperative projects can be designed to maximise the benefit to both you and us. Quite simply, with this document we hope both to pave the way for better projects and to shorten the path from an idea to the start of actual cooperation.

Uppsala University looks forward to working with you.

PER ABRAHAMSSON

*Deputy University Director and Chief Legal Officer
(Head of the Legal Affairs Division at Uppsala University)*

Two possible forms of research cooperation

Uppsala University welcomes research cooperation as it advances University scholarship and education, as well as being an effective means of communicating knowledge from the University to the benefit of society. Cooperation projects have to be in line with the University's overall mission, distinguished by quality, transparency and clarity, and comply with relevant legislation, guidelines and applicable ethical principles. It is important for the University that cooperative projects do not affect public confidence in the University or diminish the University's ability to conduct research and education. Cooperation always requires written agreements.

There are two possible forms of research cooperation with the University: *commissioned research* and other types of *collaborative research*. As the legal situation substantially differs, it is necessary to be clear about which form of cooperation is envisaged when commencing discussions regarding potential cooperation.



Intellectual property rights of academic staff

At Swedish universities, academic staff enjoy a ‘professor’s privilege’. In simple terms, this means that researchers generally own their work, unless otherwise agreed in the specific case. Consequently, in cases where results are to be transferred or otherwise made available to a collaboration partner, the University will secure the agreement of the researcher to transfer or license the property rights to the partner. Alternatively, the researcher can waive the property rights in favour of one of the University’s companies and the company will then assume responsibility for the transfer or licensing of the property rights to the partner (for legal reasons, it is inappropriate for the University itself to assume ownership of the property rights). The latter arrangement is described in greater detail below in the section *The role of holding companies in collaboration*.



¹ Lag (1949:345) om rätten till arbetstagares uppfinningar (Act on the Right to Employee Inventions), which stipulates that academic staff are exempt from the right that employers generally have to assume ownership of their employees’ inventions. In standard practice, the intellectual property rights of academic staff have come to involve more than just inventions.

Commissioned research

'Commissioned research' means research projects carried out by the University under a commission contract with a client. The University is legally obliged to charge fees for commissioned research corresponding to the University's costs for the project (full cost recovery). There are no formal reasons preventing the client from assuming full ownership of the project results, but in many cases rights of use are sufficient. Ultimately, it is for the client and the researcher performing the work to agree on matters relating to results, but this must be regulated in the contract that the client and the University enter into before work begins.

Commissioned research must be to the advantage of the University. This generally means that the results of the project may be published and presented in academic contexts and that the results may be used to the benefit of continuing research and teaching at the University. The University is keen to ensure that such use occurs in a controlled manner, especially taking any confidentiality issues into account, and that the client is granted the opportunity to protect project results before they are made public. As a rule, the University consents to the results not being disseminated without first informing the client and offering the client the opportunity to postpone dissemination for a reasonable time, usually 90 days from the date on which the client was informed. A detailed procedure for dissemination must be stipulated in the agreement for the commissioned research. Regarding the University's legal possibilities to keep information secret, see the section *Confidentiality*, see page 9.

The University conducts its commissioned research projects with the care and thoroughness that can be expected of a distinguished research organisation. As research, by its very nature, is an experimental activity, the University can however not guarantee that the results will be commercially viable or that results will not conflict with existing intellectual property rights.

Collaborative research

‘Collaborative research’ means that the University conducts a research project with one or more collaboration partner. This can be a company, another university and/or an institute. Each partner contributes resources in the form of funding, materials, existing knowledge, etc. As collaborative research does not involve full cost recovery for the University, the collaboration cannot result in the granting of rights to University background knowledge or project results unless separate and standard market remuneration for such rights is paid. Under EU State aid rules (which are relevant since the University is a public authority), erroneous granting of such rights could be regarded as prohibited State aid and result in e.g. the partner being obliged to repay the aid it has received in the form of rights granted without having to pay adequate remuneration.

Collaborative research must be of benefit to the University and the University therefore always reserves the right to publish the project results as well as using them in continuing research and teaching. This also applies to project results produced at the University that are acquired by a partner or otherwise made available to partners by purchase options or license rights. To ensure that academic dissemination of results takes account of confidentiality, where relevant, and the interest of partners in the protection of project results prior to publication, the University will generally accept that project results will not be disseminated without the partners first being informed. If necessary, the partners are also offered a possibility of postponing dissemination for a reasonable time, usually 90 days from the date when the partner was informed. The collaboration agreement must stipulate a detailed procedure for this. Regarding the University’s legal possibilities to keep information secret, see the section *Confidentiality*, see page 9.

It is worth noting that the University, being a public authority, has no authority to enter into agreements that might result in the Swedish State being liable for unlimited damages. Collaboration agreements therefore need to contain reasonable limitations on liability.

Confidentiality

As a public authority, the University cannot go beyond the provisions of Swedish legislation to keep information secret. The Public Access to Information and Secrecy Act contains rules specifically addressing commissioned research and collaborative research. It is worth noting that the legislators have taken the view that the expectation of the client/collaboration partner ('the private party') that certain information will be treated as confidential by the University ('the public authority') is most relevant when the University assesses whether certain information comes under confidentiality provisions. As the University's decision is subject to appeal, it is ultimately the Swedish courts that determine whether certain information comes under confidentiality provisions and that a request for disclosure may therefore be refused.

Confidentiality under a commissioned contract is specified as follows in the Public Access to Information and Secrecy Act (Chapter 31, Section 12):²

Confidentiality applies to information on testing, the determination of qualities or quantities, valuation, scientific, technical, economic or statistical investigation or any other such task performed by the public authority on behalf of a private party, if it must be assumed that the task was commissioned on condition that the information not be disclosed.

...

Information contained in an official document may remain confidential for a maximum of twenty years. At universities and other higher education institutions, however, information may remain confidential for a maximum of ten years. At the Swedish Patent and Registration Office, information remains confidential for a maximum of fifty years.

Confidentiality in collaboration is specified as follows in the Public Access to Information and Secrecy Act (Chapter 24, Section 5):³

At universities and other higher education institutions, confidentiality applies to information about a private party's business or operating circumstances, inventions or research results provided or produced in connection with research conducted, by agreement, in collaboration with a private party, if it must be assumed that the private party has participated in the collaboration on condition that the information not be disclosed.

...

Information contained in an official document may remain confidential for a maximum of ten years.

²Unofficial translation.

³Unofficial translation.

Commissioned research and collaborative research compared

The following provides a schematic overview of differences between commissioned research and collaborative research.

	<i>Commissioned research</i>	<i>Collaborative research</i>
<i>Type of project</i>	The client 'owns' the research issue.	The parties have a common interest in the research issue.
<i>Financing</i>	The client stands for the cost of the project under the principle of full cost recovery.	All involved parties contribute. Any payments made to the University are regarded as financial contributions.
<i>Publication</i>	The University reserves the right to publish the results.	The University reserves the right to publish results that University staff have played a part in producing.
<i>Rights</i>	The client is granted ownership of or far-reaching rights to the results. The University reserves the right to use the results in its own continuing academic activities (research and teaching).	The University or the researcher retains ownership of results generated by the University. Transfer or licensing of results presupposes standard market remuneration.
<i>Confidentiality</i>	Confidentiality applies under Chapter 31, Section 12 of the Public Access to Information and Secrecy Act	Confidentiality applies under Chapter 24, Section 5 of the Public Access to Information and Secrecy Act

The role of holding companies in collaboration

The University has a holding company (Uppsala University Holding Company) with several subsidiaries, one of which serves as a project company and can be involved in commercial utilisation of research results produced at the University. The project company can come into play when a project is deemed to have commercial potential.

Another subsidiary has been founded specifically to act as owner or manager of research results in cases where it is inappropriate for the originating researcher to assume this role. The management company will manage the project results until they are transferred to a partner or made available in some other way and its involvement is no longer necessary. To activate the management company, financing must be available for the company's associated costs. This may come from the project budget or from licensing or transfer charges.





Contact

To become a cooperation partner of Uppsala University, it is easiest to begin by discussing the cooperation arrangements with your contact at the University department or division concerned. General questions on cooperation can be answered by the Legal Affairs Division and questions on commercial utilisation by Uppsala University Innovation

For further information and contact details, see **www.uu.se**.