

MoRE2020 Terms and Conditions

These MoRE2020 Terms and Conditions have on [] been agreed by and between:

Västra Götalands läns landsting (reg. no. 232100-0131) ("VGR"); and

[] (reg. no. -) (the "Employing Milieu").

Each of VGR and the Employing Milieu are hereinafter referred to as a "**Party**" and jointly as the "**Parties**".

1 Background

- A. The Employing Milieu is a [], *inter alia* active within the field of [].
- B. VGR is the beneficiary of certain funds from the European Commission's Horizon 2020 research and innovation programme, granted to VGR pursuant to a Marie Skłodowska-Curie action (MSCA). For this purpose, the European Commission, through the Marie Skłodowska-Curie COFUND Research Executive Agency (the "**Research Executive Agency**"), and VGR have on 12 April 2017 entered into a grant agreement (number 754412) (the "**Grant Agreement**"), regulating the terms and conditions for VGR's funding.
- C. The funds from the European Commission will be utilized by VGR's department of regional development through the Mobility for Regional Excellence 2020 (MoRE2020) initiative, where at least twenty (20) researchers will be granted fellowship funding to conduct specific research projects. The MoRE2020 programme is expected to last five (5) years.
- D. The Employing Milieu has on 1 September 2017 applied for a MoRE2020 fellowship by submitting the MoRE2020 Application Form and relevant appendices (the "**Application**") to VGR, wherein the Employing Milieu applies for MoRE2020 funding on behalf of the fellowship researcher identified in the Application (the "**Fellow**"). VGR has, after reasonable due diligence, approved the Employing Milieu's Application.
- E. All MoRE2020 fellowships will be subject to these terms and conditions to ensure the proper execution of the research project and VGR's compliance with the Grant Agreement. The Employing Milieu understands and acknowledges that its receipt of the funding is subject to certain terms and conditions, some of which are a consequence of the obligations VGR has towards the Research Executive Agency under the Grant Agreement.



F. Now, therefore, the Parties have agreed to enter into the following MoRE2020 Terms and Conditions.

2 Definitions

In addition to the terms set out in the preamble above, the following terms shall in this Agreement have the meaning defined below. The singular form shall apply also to plural forms of the word and vice versa.

“**Agreement**” shall mean these MoRE2020 Terms and Conditions and the appendices listed in Section 3.2 below, which shall be seen as integrated parts of the Agreement.

“**Application**” shall have the meaning ascribed to it in Background Section D.

“**Commencement Date**” shall mean the date when this Agreement has been duly signed by authorized representatives of both Parties.

“**Conflict of Interests**” shall have the meaning ascribed to it in Section 5.16 below.

“**Eligible Project Costs**” shall have the meaning ascribed to it in Section 6.2 below.

“**End-User**” shall mean any external collaborating partners of the Project including industry users of the Results as indicated in the Application.

“**Ethical Clearance Action**” shall have the meaning ascribed to it in Section 5.18 below.

“**Fellow**” shall have the meaning ascribed to it in Background Section D. MoRE2020 Fellows may also from time to time be referred to as *Marie Skłodowska-Curie fellows*.

“**Fellowship Agreement**” shall mean an agreement between the Employing Milieu and the Fellow, making reference to this Agreement, stipulating the rights and responsibilities of the Fellow vis-à-vis the Employing Milieu.

“**Force Majeure**” shall have the meaning ascribed to it in Section 13.3 below.

“**Grant Agreement**” shall have the meaning ascribed to it in Background Section B.

“**Host Milieu Abroad**” (referred to as the “Collaborating research and innovation milieu abroad” in the Application) shall mean the academic milieu (*e.g.* a university) at which the Fellow will execute the Project, if the Project is based on *outgoing* mobility (see Section 5 below).

“**Intellectual Property Rights**” shall mean any and all kinds of intellectual property rights valid anywhere in the world, in this context encompassing the right to apply for and register such rights, including but not limited to any patent rights, design rights, trademark and trade name rights, semiconductor rights, copyrights and neighboring rights, rights applicable to know-how, utility models, scientific discoveries, plant breeding, works of art, software, source code, databases and any other comparable proprietary rights that may exist from time to time in any jurisdiction.



“**IPR Code of Practice**” shall mean Commission Recommendation C (2008) 1329 of 10.4.2008 on the management of intellectual property in knowledge transfer activities and the Code of Practice for universities and other public research institutions attached to this recommendation.

“**MoRE2020 Grant**” shall mean the grant that VGR has reserved for the Project pursuant to VGR’s approval of the Application, partly consisting of funds from the European Commission granted under the Grant Agreement.

“**Programme Materials**” shall mean the Programme Description, Guide for Applicants, Guide for Evaluators, and Call for Proposals collectively attached as **Appendix 2** to this Agreement.

“**Project**” shall mean the twelve-month project named [], as further described in the Application.

“**Research Executive Agency**” shall have the meaning ascribed to it in Background Section B.

“**Results**” shall mean any and all any (tangible or intangible) output of the Project such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the Project, as well as any rights attached to it, including Intellectual Property Rights, whether created by the Fellow or the Employing Milieu or any of their respective collaborators within the Project.

“**Term**” shall mean the term of this Agreement, starting on the Commencement Date and ending on the date when this Agreement has expired or been terminated.

3 Scope of the Agreement

3.1 This Agreement regulates the terms and conditions in respect of VGR’s disbursement of the MoRE2020 Grant to the Project and the Employing Milieu’s receipt of the same. The Employing Milieu acknowledges and agrees that it is the contracting party responsible for the Project towards VGR and – ultimately – the Research Executive Agency. As such, the Employing Milieu is aware that it is acting in the capacity of a trustee for the proper utilization of the More2020 Grant within the Project and as the supervising body responsible for the actions of the Fellow.

3.2 In the event of any inconsistencies or conflicts between this main document and its appendices, this main document will prevail. In the event of any inconsistencies or conflicts between the appendices, they will prevail in numerical order (a lower number supersedes a higher number) as follows:

Appendix 1 – Main Body of Grant Agreement

Appendix 2 – Programme Materials

Appendix 3 – Application

4 The Fellow

4.1 The Employing Milieu has been selected as the recipient of the MoRE2020 Grant under the condition that the grant will be used by the Fellow solely as funding for the Project. The Fellow has been selected following a transparent, merit-based, impartial and equitable selection procedure, based on international peer review. Details of the process and evaluation criteria are provided in the Programme Materials. Only complete applications submitted by eligible applicants have been assessed. As indicated in the preamble above, this Agreement is made and entered into between the Employing Milieu and VGR only. Consequently, the Fellow is not a contracting party nor the formal beneficiary of the MoRE2020 Grant from VGR. Thus, for the avoidance of doubt, the Fellow will not have any right whatsoever to claim the MoRE2020 Grant directly from VGR.

4.2 Fellows of any nationality may hold a MoRE2020 fellowship. However, the Fellow must satisfy the eligibility conditions regarding third countries as stated in the Programme Materials, as well as Swedish and/or the Host Milieu Abroad's country's regulations on immigration (as applicable). The Employing Milieu shall, during as well as after the conclusion of the Project, ensure that the Fellow has made and upheld all necessary arrangements with respect to immigration and the entitlement to work in Sweden or the applicable host country, including but not limited to assist with any visa applications, residence and work permits, and other registrations or contacts with public authorities (as applicable). Upon the Employing Milieu's written request, VGR will provide reasonable assistance in this regard.

4.3 The Employing Milieu shall enter into a Fellowship Agreement with the Fellow, implementing terms and conditions reflecting what is stated in this Agreement. The Employing Milieu shall supervise and at all times ensure that the Fellow complies with what is stated in this Agreement and the Fellowship Agreement. As indicated in several Sections of this Agreement, the Employing Milieu shall also, through the Fellowship Agreement and its supervision of the Fellow, ensure that the Fellow carries out its work in a manner that enables VGR to comply with the Grant Agreement, including but not limited to the provisions regarding minimum salary (including social security and mobility allowance), dissemination and exploitation of Results, confidentiality and reporting. If the Project will have a non-consecutive term (*i.e.* twelve (12) months in total, although scheduled non-consecutively during the twenty-four (24) month period following the date of Project approval), the Employing Milieu shall ensure that the schedule approved by VGR is reflected in the Fellowship Agreement. The Employing Milieu shall upon VGR's request promptly provide VGR with a copy of the Fellowship Agreement (including all of its appendices and any subsequent amendment agreements).

4.4 The Employing Milieu shall ensure that the Fellow adheres to the general principles and requirements of the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers, as applicable to researchers from time to time. The said principles and requirements can be found at: <https://euraxess.ec.europa.eu/jobs/charter>.

4.5 The Employing Milieu shall take all reasonable measures to ensure that — wherever the research training activities take place — the Fellow enjoys same standards of safety and occupational health as those of local researchers holding a similar position.

4.6 The Employing Milieu shall during the Term arrange or offer appropriate international networking activities for the Fellow in order to contribute to the Fellow's career development.

4.7 The Employing Milieu agrees to and will in relation to the Fellow uphold the employment conditions and insurance coverage described in the Application (including all appendices) and the Programme Materials.

4.8 The Fellow shall undertake to devote itself full-time to the research training activities during the term of the Project, unless explicitly approved otherwise by VGR. The Employing Milieu shall ensure that the Fellow can duly exercise its rights to paid time off pursuant to the Fellow's employment agreement, applicable laws and collective agreements. Such paid time off (*e.g.* paid vacation) shall to the largest extent possible be scheduled to minimize the impact on the execution of the Project. Should the Fellow request paid time off for a time that exceeds – or vastly exceeds – the amount of vacation days earned by the Fellow under its employment agreement during the twelve-month Project term (*e.g.* a request for parental leave or to use vacation days saved from previous years of employment), the Employing Milieu shall contact VGR and the Parties shall in good faith discuss whether the Project can nevertheless be executed as agreed in this Agreement and/or what measures can be taken to mitigate the impact of the Fellow's absence.

5 The Project

In- or outgoing mobility

5.1 The Project will either be based on *incoming* or *outgoing* mobility, as indicated in the Application.

5.2 *Incoming* mobility refers to the case where the Fellow is established outside Region Västra Götaland but will enter into a temporary employment arrangement with the Employing Milieu during the term of the Project and perform the Project at the Employing Milieu.

5.3 *Outgoing* mobility refers to the case where the Fellow is employed at the Employing Milieu, but will execute the Project at a Host Milieu Abroad.

Specific conditions for *outgoing* mobility

5.4 If the Project is based on *outgoing* mobility and to be executed at a Host Milieu Abroad, the Employing Milieu shall nevertheless remain the sole contracting and responsible party towards VGR for the proper fulfilment of this Agreement. Hence, the Employing Milieu shall ensure that the Fellow's arrangement with the Host Milieu Abroad does not conflict with the provisions of this Agreement, nor with the Grant Agreement.



5.5 The Employing Milieu shall ensure that the Fellow is duly supported by the Host Milieu Abroad and any supervisors of the Fellow, *e.g.* in relation to the Fellow's "Career Development Plan", in accordance with the Host Milieu Abroad's "Supporting Letter" attached to the Application.

5.6 The Employing Milieu shall ensure that Fellow has the means, including the infrastructure, equipment and products for implementing the Project at the Host Milieu Abroad.

5.7 The Employing Milieu shall ensure that the Host Milieu Abroad agrees to and in relation to the Fellow will uphold the employment conditions as set forth in this Agreement, including the Application (including all appendices) and the Programme Materials.

5.8 If the Project will be carried out outside the EU, the Project may not entail any activities which are prohibited in all EU member states, even if such activities would be legal in the country of the Host Milieu Abroad or any other country where such Project activities are performed.

Publicity and Publications

5.9 The Employing Milieu shall ensure that any dissemination of Results or promotion of the activities of the Project (in any form, including electronic) by the Employing Milieu, Host Milieu Abroad and/or the Fellow will:

- (a) Display the EU emblem, with appropriate prominence.
- (b) Include either of the following texts (as applicable):
 - (i) For communication activities: *"This project has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 754412"*.
 - (ii) For infrastructure, equipment and major results: *"This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 754412"*.
- (c) Display the VGR and MoRE2020 logotypes, respectively, and in an appropriate manner state that the Project is supported by VGR and MoRE2020.

The above applies *inter alia* in relation to any Project information spread through newsletters, advertisements, brochures, posters, videos, websites, and publications, including any material displayed in conferences, seminars, trade fairs, training events, exhibitions, and similar. Before engaging in a communication activity expected to have a mainstream media coverage, the Employing Milieu must inform VGR.

5.10 The Employing Milieu shall ensure that any dissemination of Results from the Project includes a clear indication that it reflects only the Employing Milieu's, Host Milieu

Abroad's and/or Fellow's view and that neither VGR nor the Research Executive Agency are responsible for any use that may be made of the information it contains.

5.11 In accordance with the Grant Agreement, as a condition for the funding from the Research Executive Agency, VGR has the right *and* obligation to:

(a) inform outside audiences of the Project. The Project may be promoted through the providing of targeted information to multiple audiences (including the media and the public) in a strategic and effective manner; and

(b) disseminate the Results of the Project by disclosing information about such Results to the public by appropriate means, for example on the MoRE2020 website, in scientific publications or on conferences.

VGR may choose to exercise these rights and fulfil these obligations either by itself or by requesting the Employing Milieu and/or Fellow to do it on its behalf (as reasonably deemed appropriate by VGR), and the Employing Milieu shall upon such request assist, and ensure that the Fellow assists, VGR in exercising its rights and fulfilling its obligations pursuant to the Grant Agreement. As stipulated under Section 8 below, the Employing Milieu will assume certain responsibilities to ensure VGR's fulfilment of the obligations relating to the exploitation of Results.

5.12 The Parties agree and acknowledge that all disseminations of Results from the Project will be subject to an assessment of whether such dissemination conflicts with the purpose of protecting the Intellectual Property Rights related to such Results (as required under the Grant Agreement), *e.g.* whether any communication to the public may harm the patentability of a specific Result. Hence, the principles set out in Section 8 below shall always first be considered by the Parties and have priority over any rights or obligations to communicate Results to the public.

5.13 The Research Executive Agency and the European Commission may use, for communication and publicizing activities, information relating to MoRE2020 projects, including the Project, *e.g.* in the form of project summaries for publication or other material such as pictures or audio-visual material received from VGR. The Employing Milieu shall duly assist with the preparation of any such material requested from the Research Executive Agency and/or the European Commission, and ensure that the Fellow does the same.

5.14 When the Employing Milieu or the Fellow is producing informational material, arranging informational events, publicizing and managing the Project, it shall be made clear that VGR and the European Commission, respectively, are co-financing the Project, and the Employing Milieu and the Fellow shall adhere to VGR's reasonable instructions in this regard (*e.g.* how to properly display the logotypes and names of the relevant bodies and initiatives).

Ethics

5.15 The Employing Milieu must ensure, through contract, supervision and otherwise, that the Fellow;

- (a) undertakes the Project in a transparent and honest manner;
- (b) designs and conducts appropriate research for the field(s) concerned;
- (c) duly exercises care for all research subjects;
- (d) disseminates research results objectively, accurately and impartially; and
- (e) avoids misrepresentations of credentials or other research misconduct.

5.16 The Employing Milieu must take all measures to prevent any situation where the impartial and objective implementation of the Project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (collectively a “**Conflict of Interests**”). It must immediately notify in writing to VGR any situation constituting or likely to lead to a Conflict of Interests and immediately take all the necessary steps to rectify this situation. VGR may verify that the measures taken are appropriate or may require additional measures to be taken by a specified deadline, in which case the Employing Milieu shall be obliged to comply with such requirement.

5.17 As indicated in Section 5 of the Application (*Ethical Issues Table*), and as may have been further specified in the Ethical Self-Assessment Form attached thereto, the Employing Milieu has made an ethical self-assessment in relation to the Project, which it in Section 9.1 of this Agreement warrants and represents is true and correct.

5.18 To the extent that the Employing Milieu has been required, either by VGR or pursuant to national, EU or international law, to obtain any opinions or authorisations from, or make any notifications to, any ethical committee or public body (collectively an “**Ethical Clearance Action**”), the Employing Milieu shall duly adhere to any terms and conditions of such Ethical Clearance Action and furnish VGR with any documents necessary to show that the necessary Ethical Clearance Actions have been successfully completed before the commencement of the Project.

5.19 The Project shall take account of the economic, social and environmental consequences of various activities *inter alia* by making efforts to keep its own environmental impact to a minimum, either by adhering to VGR’s environmental policy with its guidelines and travel policy or an equivalent policy of either the Employing Milieu or the Host Milieu Abroad, as applicable. Gender equality and integration shall be a natural part of the Project activities and gender equality and integration aspects shall be considered during planning, decision-making, implementation and follow-up.

6 Disbursement of the MoRE2020 Grant

6.1 The award of the MoRE2020 Grant is made to the Employing Milieu, but shall be ear-marked solely for the Fellow to utilize within the Project in accordance with what is set out in this Section 6. The appropriate office within the Employing Milieu shall administer the receipt of the funds and provide all necessary bank details to VGR for the transfer.

6.2 The value of the MoRE2020 Grant is a lump sum of eight hundred and seventy thousand Swedish kronor (870 000 SEK), which will be disbursed to the Employing Milieu according to the following criteria:

(a) The MoRE2020 Grant shall exclusively and solely contribute to the following costs attributable to the Project: salary (including social security contributions), mobility allowance (including social security contributions, if applicable) and indirect costs (overhead) (“**Eligible Project Costs**”).

(b) The MoRE2020 Grant will be paid out in two (2) installments to cover Eligible Project Costs: four hundred and thirty-five thousand Swedish kronor (435 000 SEK) after the first completed six (6) months of the Project and four hundred and thirty-five thousand Swedish kronor (435 000 SEK) after the completion of the Project.

(c) The MoRE2020 Grant will only be paid out upon receipt of required deliverables from the Fellow and the Employing Milieu, respectively, as described in the project description attached to the Application and in Sections 6.3 and 7.7 below.

(d) Should the Eligible Project Costs not amount to the full MoRE2020 Grant (*i.e.* 870 000 SEK), or not be properly substantiated in connection with the final report as required under this Agreement, VGR will make a deduction of the MoRE2020 Grant to match the actual substantiated Eligible Project Costs. Neither the Employing Milieu nor the Fellow will have any right whatsoever to claim an amount exceeding the Eligible Project Costs from VGR.

For example, this means that if the Project in total has had 800 000 SEK in Eligible Project Costs, the total disbursement from VGR to the Employing Milieu will be 800 000 SEK.

6.3 The MoRE2020 Grant will be disbursed after the Employing Milieu has submitted a requisition. The requisition shall be made out on VGR requisition form and must contain an account of Eligible Project Costs booked and paid during the applicable period (*i.e.* the first completed six (6) months of the Project), and the period thereafter until the Project is completed, as well as a copy of the project-specific ledger. The first requisition shall be accompanied by the progress report and confirmation letter described in Section 7.7 (a) below, and the second requisition shall be accompanied by the final Project report and confirmation letter described in Section 7.7 (b) below. Requisitions shall be signed by an authorized signatory of the Employing Milieu and by the Fellow.

6.4 The MoRE2020 Grant will be provided only for the implementation of the Project as it has been presented in the Application. Any deviations from what is set out in the Application, whether intended or not, require the prior written consent of VGR subject to Section 13.2 below.

6.5 Any taxes and fees applicable to the MoRE2020 Grant shall be borne by the Employing Milieu and the Fellows (as applicable). The Employing Milieu shall comply, and

ensure that the Fellow complies, with any applicable Swedish and other national tax regulations, as well handle any necessary contacts and registrations with the Swedish Tax Agency (Sw. *Skatteverket*) or other national tax agencies (as the case may be). It is the responsibility of the Employing Milieu to inform the Fellow of applicable taxation laws, including those in potential Host Milieu Abroad countries.

7 Information Duty and Reporting

7.1 The Employing Milieu shall during the Term and five (5) years thereafter commit the Fellow to keep VGR informed of any changes in any Fellow's contact details or other circumstances which may affect the proper fulfillment of the Agreement.

7.2 The Employing Milieu shall ensure that adequate records and other supporting documentation, *e.g.* documents relating to ethical approvals and timesheets signed by the Fellow and the responsible head within the Employing Milieu and the Host Milieu Abroad (if applicable), are kept on file and submitted to VGR upon VGR's request. Ethics approvals or authorisations in other languages than English must be submitted together with an English summary, which shows that the activities in question are covered and includes the conclusions of the committee or authority concerned (if available).

7.3 The Project shall be shown separately in the books of the Employing Milieu so that the Project revenue, costs and results can be read directly from the accounts regardless of other simultaneous activities at the Employing Milieu. Receipts and records pertaining to the Project shall be saved by the Employing Milieu for ten (10) years after the final accounting for the Project.

7.4 VGR shall have the right, during the Term and ten (10) years afterwards, to carry out reviews and, provided reasonable prior notice is given, on-site audits of the Employing Milieu's, the Fellow's and the Host Milieu Abroad's records, documentation, research activities and other relevant information and activities, in order to ensure that the Project has been duly executed and the MoRE2020 Grant duly utilized in accordance with this Agreement and the Grant Agreement. The Parties further acknowledge and agree that the Research Executive Agency, the European Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) have certain review and auditing rights under the Grant Agreement (in particular Articles 22 and 23), which shall be applicable also to the Employing Milieu, the Fellow and the Host Milieu Abroad. The Employing Milieu shall duly assist VGR, the Research Executive Agency, the European Commission, ECA and OLAF (as applicable) with such reviews and audits and shall ensure that the Fellow and Host Milieu Abroad do the same, as well as commit them to be subject to such reviews and audits that are mentioned in this Section 7.4.

7.5 The Employing Milieu shall as soon as possible report to VGR in writing if the Project is interrupted or delayed or expected to be interrupted or delayed, or if any other material change occurs or is expected to occur.

7.6 The Employing Milieu must ensure open access (free of charge online access for any user) to all peer-reviewed scientific publications relating to the Project, whether published



by the Fellow or any other participant that benefits from the MoRE2020 Grant, in accordance with Article 29.2 in the Grant Agreement.

7.7 The Employing Milieu and the Fellow shall complete and submit the following reports at the following points in time:

(a) A Mid-Term Report, describing the progress of the Project, a Confirmation Letter which verifies the completed "fellowship months" and other relevant information that may be requested by VGR, such as proof of presence of the Fellow (*e.g.* timesheets, plane tickets or travel documents, and an employment contract), after six (6) months of the Project term, to be submitted no later than after eight (8) months of the Project term.

(b) Within two (2) months after the end of the Project: the final Project report, including the final accounting of the Project covering costs as described in Section 6.2 (a) above, describing the results of the Project, a confirmation letter which verifies the completed "fellowship months" and other relevant information that may be requested by VGR, such as proof of presence of the Fellow (*e.g.* timesheets, plane tickets or travel documents, and employment contracts)

(c) Two (2) years after the end of the Project: the follow-up questionnaire to be provided by the Research Executive Agency.

8 Results and Intellectual Property Rights

8.1 The Employing Milieu shall take appropriate measures to implement the principles set out in the IPR Code of Practice and ensure that the Fellow and Host Milieu Abroad (if applicable) are aware of and complies with the same in relation to the Project.

8.2 The Parties acknowledge and agree that VGR, in order to be able to disburse the MoRE2020 Grant, is bound to certain obligations pertaining to Results and Intellectual Property Rights under the Grant Agreement, and that any interpretation of this Section 8 must be made in the light of the Grant Agreement.

8.3 The Employing Milieu shall contractually ensure that every person engaged by the Employing Milieu who participates in the Project must therefore approve that it will observe and follow the provisions of the Grant Agreement and the MoRE2020 Terms and Conditions, such as but not limited to Art. 26.4, 27, 28, 29, 30, 31 seq. of the Grant Agreement. The Employing Milieu undertakes to act in a way that will enable VGR to fulfil its obligations under the Grant Agreement. The Employing milieu must contractually ensure that the Fellow is bound to obligations that correspond to those that apply to VGR under the Grant Agreement.

8.4 The Employing Milieu shall ensure that the Party which generates the Results examines the possibility of protecting the Results and must adequately protect them, at its own (or any approved assignee's) cost, for an appropriate period and with appropriate territorial coverage, if;

(a) the Results can reasonably be expected to be commercially or industrially exploited; and

(b) protecting them is possible, reasonable and justified (given the circumstances).

8.5 Applications for protection of Results (including patent applications) must, unless the Research Executive Agency requests or agrees otherwise or unless it is impossible, include the following language;

“The project leading to this application has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 754412”.

8.6 The Employing Milieu shall ensure that the Party which generates the Results contractually agrees and acknowledges that, pursuant to Article 26.4 or the Grant Agreement, under certain circumstances the Research Executive Agency has the right to assume ownership of Results, if the Party or Parties intends to;

(i) disseminate any Results without protecting them; or

(ii) stop protecting any Results or refrain from seeking extensions of any protection.

The Employing Milieu shall ensure that, should the Party which generates the Results intend to handle any Results as mentioned in subsections (i) or (ii) above, it must first notify VGR in writing and in co-operation with VGR assess whether the Research Executive Agency must be notified in accordance with Article 26.4 in the Grant Agreement, granting the opportunity for the Research Executive Agency to assume ownership of the Results, or if any of the exceptions set out in the same Article applies in the particular case. No dissemination of Results may be made until the notification procedure set out in Article 26.4 has either been complied with, or ruled out according to any of the exceptions stated therein.

8.7 The Employing Milieu shall ensure that the Party which generates the Results acknowledges that measures aiming to ensure exploitation of the Results must be taken (either directly or indirectly, in particular through transfer or licensing) by:

(a) using them in further research activities (outside the Project);

(b) developing, creating or marketing a product or process;

(c) creating and providing a service, or

(d) using them in standardisation activities.

In order to facilitate the above-mentioned, results may be transferred or licensed to third parties (*e.g.* End-Users), subject to the conditions set out in Article 30 of the Grant Agreement.

8.8 If Results are incorporated in any European or international standard, the Employing Milieu shall ensure, unless the Research Executive Agency requests or agrees



otherwise or unless it is impossible, that the Party which generates the Results ask the standardisation body to include the following statement in (information related to) the standard:

“Results incorporated in this standard have received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 754412”.

8.9 In relation to any Results generated in the Project, the Employing Milieu shall ensure that the Party which generates the Results, on a royalty-free basis limited to non-commercial and non-competitive use, give VGR and any EU institutions, bodies, offices or agencies access to the Results for the purpose of developing, implementing or monitoring policies or programmes within Region Västra Götaland or the EU (as applicable). In the event that any Results are transferred or licensed to a third party, the Employing Milieu must contractually ensure that the Party which generates the Results ensure that the same obligation applies to such third party. This applies in addition to VGR's and the Research Executive Agency's right to publish and communicate information about the Project as set out in Sections 5.11 and 5.13 above.

8.10 Each Party owns and will remain the owner of any Intellectual Property Rights existing at the Commencement Date (so called “background rights”). To the extent that any such background rights are incorporated in any Results, or the use of such background rights is necessary in order to create the Results, each Party (as applicable) hereby grant each other a non-exclusive, royalty-free and sub-licensable license to use and access such background rights to the extent necessary for the Parties to be able to exploit, disseminate and/or managing the Results in accordance with this Agreement and Article 25 in the Grant Agreement. The Employing Milieu is responsible to ensure that the Fellow commits to the same in respect of its background rights, if any.

9 Warranties

9.1 The Employing Milieu warrants and represents that everything stated by it and the Fellow in the Application is true and correct and that all necessary Ethical Clearance Actions will have been made before the Project's commencement date.

9.2 The Employing Milieu warrants and represents that the Project will be duly organized and executed in accordance with applicable laws and regulations, as well as comply with the terms and conditions of any applicable Ethical Clearance Actions. The Employing Milieu shall ensure that the Fellow provides a corresponding warranty to the Employing Milieu in the Fellowship Agreement. For the avoidance of doubt, the Employing Milieu, the Fellow and the Host Milieu Abroad will each be solely responsible for ensuring that their activities pertaining to the Project comply with applicable laws, regulations and ethical principles, irrespective of any approval or sign-off by VGR relating to the activity in question.

10 Confidentiality

The Parties are both Swedish public authorities, and as such, each Party's disposal of information is governed and limited by law, in particular the Freedom of the Press Act (Sw. *Tryckfrihetsförordningen* (1945:105)) and the Public Access to Information and Secrecy Act (Sw. *Offentlighets- och sekretesslagen* (2009:400)) which ultimately regulates each Party's obligations regarding public access and secrecy.

As such, the Parties agree to maintain confidentiality of any information indicated as confidential or which is otherwise reasonably confidential by its nature, to the extent that such information must not be disclosed pursuant to mandatory law. Information that (i) was already known by the recipient without any obligation of confidentiality, (ii) the recipient can show has been independently developed without use of the other Party's confidential information, or (iii) which is generally and publicly available, shall not be considered confidential information in this context.

Parties acknowledge and agree the importance of managing the secrecy of Results to maintain the potential patentability therein. A Party must seek to consult the other Party before it discloses any information, or responds to a request for such disclosure, pertaining to the Results. Each Party is responsible to ensure that its employees, contractors, suppliers or other collaborators – in the Employing Milieu's case including the Fellow, the Host Milieu Abroad and End-Users (if any) – are informed about and comply with the same secrecy requirements as the Party pursuant to applicable law and this Agreement. If necessary, appropriate confidentiality agreements shall be signed with such third parties.

The Parties further agree and acknowledge that Article 36 in the Grant Agreement contains a confidentiality commitment applicable to this Agreement.

11 Limitation of Liability

Since this Agreement mainly concerns the one-sided disbursement of funding from VGR to the Employing Milieu (Sw. *ett benefikt avtal*), the Parties agree that neither VGR nor, for the avoidance of doubt, the Research Executive Agency can be held liable for any damages or costs incurred by the Employing Milieu, the Fellow or Host Milieu Abroad, whether due to a breach of this Agreement by VGR, or as any other consequence of the Employing Milieu's, the Fellow's or the Host Milieu Abroad's implementation of and involvement in the Project, with the exception of (i) the Employing Milieu's right to claim the MoRE2020 Grant from VGR upon fulfilling the prerequisites stated in this Agreement, where VGR's liability in any case shall be limited to the amount of the MoRE2020 Grant, and (ii) any damages caused by the gross negligence or intent of VGR.

The Employing Milieu shall not be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. The Employing Milieu's liability in any case shall be limited to the amount of the MoRE2020 Grant, and (ii) any damages caused by the gross negligence or intent of Employing Milieu.

12 Term and Termination

12.1 This Agreement enters into force on the Commencement Date and will remain in effect until (i) the Project has been duly completed and both Parties have fulfilled their respective responsibilities in relation thereto in accordance with this Agreement, after which the Agreement will automatically expire, or (ii) the Agreement is terminated pursuant to Section 12.2 or Section 12.3 below.

12.2 Notwithstanding the above, each Party shall have the right to terminate this Agreement with immediate effect if the other Party is in material breach of its obligations hereunder and fails to remedy such breach within thirty (30) days from its receipt of a written notice requiring the breach to be remedied.

12.3 In addition, VGR shall have the right to terminate this Agreement with immediate effect and suspend any future payments, without prior written notice, if the Research Executive Agency terminates the Grant Agreement pursuant to any of its grounds for termination under the Grant Agreement.

12.4 In the event that VGR terminates the Agreement pursuant to Section 12.2, VGR shall also have the right to claim a refund of any disbursed part of the MoRE2020 Grant as well as damages for any additional costs incurred by VGR. The same shall apply in the event that VGR terminates this Agreement pursuant to Section 12.3 above and the Research Executive Agency terminated the Grant Agreement due to the negligence or breach of this Agreement by the Employing Milieu (including, for the avoidance of doubt, any activity or omission by the Fellow or the Host Milieu Abroad, as applicable, for which the Employing Milieu was responsible).

12.5 In the event that the Employing Milieu in VGR's reasonable opinion is in breach of this Agreement, VGR shall have the right to suspend any not yet disbursed instalment of MoRE2020 Grant until the Employing Milieu can show that it has remedied the breach in question, or presented an appropriate plan or security for its commitment to do so (as decided by VGR in its sole discretion).

12.6 Due to the nature of their wording, certain provisions of this Agreement will survive and remain in effect after the termination or expiration of this Agreement, including in particular Sections 7, 8, 9, 10 and 11 above, this Section 12.6 and Section 14 below, as well as any relevant part of the Grant Agreement that remains in effect between VGR and the Research Executive Agency.

13 Miscellaneous

13.1 Entire Agreement

This Agreement, together with all of its attachments, schedules, exhibits, and other documents that are referenced in this Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement, and supersedes and replaces all previous discussions, understandings, and oral and written agreements relating to the subject matter between the Parties.

13.2 Amendments

Any amendments or changes to this Agreement must be made in writing and signed by authorized representatives of each Party in order to be valid. VGR shall have the right to unilaterally change the Agreement pursuant to any change in the Grant Agreement, provided that this Agreement would otherwise be in conflict with the Grant Agreement.

13.3 Force Majeure

“**Force Majeure**” means any situation or event that: (i) prevents either Party from fulfilling their obligations under the Agreement, (ii) was unforeseeable, exceptional situation and beyond the Parties’ control, (iii) was not due to error or negligence on their part (or on the part of third parties involved in the action), and (iv) proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as Force Majeure: (i) any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of Force Majeure, (ii) labour disputes or strikes, or (iii) financial difficulties.

Any situation constituting Force Majeure must be formally notified to the other Party without delay, stating the nature, likely duration and foreseeable effects.

The Parties must immediately take all the necessary steps to limit any damage due to Force Majeure and do their best to resume implementation of the action as soon as possible.

The Party prevented by Force Majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

13.4 Personal Data Processing

The Regional Development Committee within VGR will need to process the personal data submitted by the Employing Milieu, Host Milieu Abroad and Fellow, respectively, for the purpose of exercising its rights and obligations under this Agreement, administrating the Application and to fulfill its obligations as a public body, as well as to publish certain personal data on the Internet, as part of its communication about the Project and the MoRE2020 Programme, and also to report certain personal data to the European Commission.

The Employing Milieu warrants and represents that it has duly ensured that all personal data submitted as part of its Application, and which will otherwise be disclosed to VGR during the Term, has been collected and processed in accordance with applicable data protection and privacy laws and regulations (including but not limited to informing all applicable data subjects), and that it has ensured that the Regional Development Committee within VGR, as well as the Research Executive Agency, may process the said personal data for the aforesaid purposes.

The Regional Development Committee will be the personal data controller in respect of VGR’s processing of the personal data and will duly comply with applicable data protection and privacy laws in this respect (including but not limited to the Personal Data Act (Sw. *personuppgiftslagen* (1998:204)) and applicable EU regulations).



Appendices

Appendix 1: Main Body of Grant Agreement

MoRE2020 Grant Agreement No. 754412

Appendix 2: Programme Materials

MoRE2020 Programme Materials –

Appendix 3: Application

Application to MoRE2020