

## RESEARCH CONTRACT

for

(name and acronym of research project)

**a Research Project within the EU Project entitled  
“EURON”(European Robotics Network) in accordance with 9.1.2 of Annex I  
of the EC Contract.**

*THIS AGREEMENT is made the*

*BETWEEN*

Kungliga Tekniska Högskolan

a governmental organisation established under the laws of Sweden and having its registered office Valhallav 79, SE 10044 Stockholm, Sweden and hereinafter referred to as "**KTH**" (*hereinafter referred to as "EURON Coordinator"*)

and

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*(hereinafter referred to individually as the "Party" and collectively as the "Parties")*

*WHEREAS*

- A.** The Parties have entered into a Contract (*hereinafter referred to as "EC Contract"*) with the Commission of the European Communities (*referred to as "the Commission"*) to carry out the project entitled **European Robotics Network** (*hereinafter referred to as "EURON"*) which forms part of the Commission's specific programme for research, technological development and demonstration on a user-friendly information society (the "IST Programme").

*AND*

- B.** In accordance with 9.1.2 of Annex 1 of the EC Contract, the Parties further wish to carry out a smaller specific research project within the Consortium and this Contract (*hereinafter referred to as "Research Contract"*) regulates the rights and responsibilities of each of the Parties carrying out such specific research project.

*NOW IT IS HEREBY AGREED as follows:*

## Article 1. General

**1.1.** The words and expressions defined in the EC Contract shall, except where otherwise provided or expressly defined below, have the same meaning in the Research Contract.

“**Research Project**” shall refer to research projects carried out within the Consortium in accordance with 9.1.2 of Annex 1 of the EC Contract, by a small number of Parties, in order to test ideas and or carry out a focused study.

**1.2.** In the event of a conflict between the terms and conditions of this Research Contract and those of the EURON Consortium Agreement, the terms and conditions of the latter shall prevail.

## Article 2. Duration of the project

**2.1.** The duration of the project shall be 12 months from the first day of the month after the last signature of the contracting parties.

**2.2.** This contract shall enter into force following its signature by all the contracting parties.

## Article 3. Research Project Management

**3.1** A Research Project Coordinator for each Research Project shall be appointed by and amongst the Parties carrying out the Research Project. Such appointment shall be made by means of a unanimous vote of the Parties taking part in the individual Research Project. Each Party shall appoint one representative for voting purposes.

The Research Project management will follow the rules established by the Research Project Co-ordinator.

**3.2**The performance of the Research Project shall be shared between the Parties according to the tasks indicated in Annex 1 to the Research Contract.

**3.3** The performance of the Research Project shall be overseen by the Research Project Management Board (“RPMB”). The structure and specific role of the RPMB shall be determined by the respective parties of the Research Project.

Any decisions made by the RPMB which materially affect the performance of the Research Contract or the rights and/or obligations of a particular Party/particular Parties may be vetoed by a Party whose Work Package, time for performance, costs, liabilities, or intellectual property rights are impacted or whose information is to be published. Exercise of such veto shall be duly justified.

## Article 4. Costs, Common Charges and Payments

**4.1.** Each Party shall bear its own costs in connection with carrying out the Work Program for the respective Research Project. The EURON Project Coordinator shall make all payments in respect of its financial contribution to the Research Project Coordinator, which shall be responsible for transferring the appropriate amount to the relevant Parties within a maximum of 30 calendar days from receipt thereof.

**4.2.** The Parties shall receive 40% of the allowed funding upon commencement of the Research Project, 40% upon completion and 20% once the results have been approved by the EURON Coordinator. All results shall be delivered to the EURON Coordinator .

## Article 5. The Coordinator

**5.1.** It is hereby agreed that EURON Coordinator shall assume overall responsibility for liaison between the Parties and the Commission concerning the Research Project.

The Research Project Coordinator shall assume overall responsibility for the administration of the implementation of the Research Project.

**5.2.** The Research Project Coordinator's functions are:

- (a) *relationship and correspondence with EURON Coordinator*
- (b) *administration, preparation of minutes of RPMB meetings and meetings with EURON Coordinator, and follow-up of the RPMB decisions;*
- (c) *supervision of progress relative to the time schedules of the Research Project*
- (d) *collection of the Parties' documents, deliverables and cost and other statements and forwarding thereof to the EURON Project Coordinator*
- (e) *transmission of any documents connected with the Research Project between the Parties and from the Parties to EURON Coordinator after their approval by the Research Project Management Board (RPMB).*

## Article 6. Responsibilities

**6.1.** Towards the Research Project Coordinator and the Research Project Management Board

*Each Party hereby undertakes:*

**6.1.1.** to supply promptly to the Research Project Coordinator and the RPMB all such information or documents as the Research Project Coordinator and the RPMB may require to fulfil their obligations as provided for in this Agreement or as the EURON Project Coordinator may properly request and to keep the Research Project Coordinator and the RPMB informed of all such requests from the EURON Coordinator and responses thereto;

**6.1.2.** to communicate promptly or to provide any information or decision which has to be given to the RPMB.

**6.2.** Towards each other

*Each Party undertakes to use all reasonable endeavours:*

**6.2.1.** to perform on time the tasks and work packages assigned solely to it

**6.2.2.** to participate actively with such other Party or Parties in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it jointly or solely within the Research Project;

**6.2.3.** promptly to notify the Research Project Coordinator and each of the other Parties of any delay or possible delay in performance of any task;

**6.2.4.** to prepare and present the reports to be submitted to EURON Coordinator in sufficient time to enable the Research Project Coordinator to submit them to EURON Coordinator in accordance with the time scale of the Research Contract.

## Article 7. Indemnification and Liability

**7.1.** Each Party shall indemnify the other Parties against all losses, liabilities and costs in respect of the acts and or omissions of itself and of its employees and agents and for any direct and reasonably foreseeable loss to the other Parties resulting from the failure of such Party to perform its duties and obligations either under the Research Contract or under the EC Contract. Such acts include but are not limited to false or incomplete statements submitted by a Party in order to obtain a financial contribution of EURON Coordinator, or any other advantage under the Research Contract, and for which this Party may properly be held responsible. The total and cumulative limit of liability of each Party towards the other Parties collectively, in respect of any and all claims for liability and indemnification shall not exceed the amount of that Party's Project Share, id est its financial share in the Research Project.

**7.2.** If the Commission, in accordance with the provisions of the EC Contract, claims any reimbursement, indemnity or payment of damages from one or more of the Parties:

**7.2.1.** each Party whose act or default has caused or contributed to the claim shall indemnify the other Parties for any sum paid by them in respect of such claim.

**7.2.2.** in the event that it is not possible to attribute default to any Party the amount claimed by the Commission shall be shared by the Parties in the proportions that they are to receive the financial contribution of the Commission.

**7.2.3.** Public Bodies are liable only for their own debts.

**7.3.** Each Party shall be solely liable for any loss incurred by third parties resulting from the implementation by such Party of its work share of the Research Project.

## Article 8. Force Majeure

The provisions of the EC Contract *Force Majeure* shall apply to the Research Contract, and notification of such event shall be made as soon as possible to the other Parties. If not overcome within 6 weeks of notification, a transfer of tasks may be carried out in accordance with the provisions of Article 10.2 of the Research Contract.

## Article 9. Intellectual Property Rights and Confidentiality

Intellectual Property Rights shall be dealt with in accordance with the provisions of Part C of Annex II to the EC Contract. For the avoidance of doubt, Knowledge shall be the property of the Party carrying out the work leading to that Knowledge.

The Research Project Parties may decide upon additional provisions on Access Rights which shall not be in contradiction with Annex II of the EC Contract, The EURON Membership agreement, and the EURON Consortium Agreement, including on additional provisions on Access Rights for Use of Knowledge developed in the Project. Any such decisions shall be the subject of a written agreement between the Parties.

The non-disclosure of Confidential Information is governed by Article 41 of the EURON Consortium Agreement.

## Article 10. Breach of the Agreement

In the event of a breach of any of the terms of this Agreement or of the EC Contract by either Party which is not capable of remedy or which (being capable of remedy) is not remedied within sixty (60) days of written notice from another Party or other Parties specifying the breach and requiring it to be remedied the other Party not in breach may - subject to the Commission's consent - serve notice to terminate the Research Contract with respect to the Party in default by not less than one month's prior written notice and the Party in default shall be deemed to have agreed to the termination of its participation in the Research Project and as a Party of the Research Contract.

**10.1.** Any licences and Access Rights granted within this Research Project to the Party in default shall cease immediately but the licences so granted by the Party in default to the other Parties shall remain in full force and effect.

**10.2.** The tasks of the Party in default for the performance of the work on the Project shall be assigned to such other entity or company as the remaining Parties may choose and to which the EURON Coordinator may agree. The Party in default shall be responsible for the costs of such assignment.

## Article 11. Participation

**11.1.** The Research Contract shall come into effect upon the date stated in the preamble hereof or the date upon which the Parties commenced work on the Research Project (whichever shall be the earlier) and shall continue until complete discharge of all obligations undertaken by the Parties under the Research Contract including any amendments or extensions thereto as may be mutually agreed in writing by the Parties, or one year from the date of commencement of the Research Project, whichever is earlier

**11.2.** No Party shall withdraw from or terminate this Research Contract and/or its participation in the Research Project unless:

**11.2.1.** it has obtained the prior written consent of the other Parties; or

**11.2.2.** that Party's participation in this Research Contract is terminated by the EURON Coordinator or the Commission

**11.3** Notwithstanding Article 11.2, each Party may withdraw from or terminate this Research Contract upon 90 (ninety) calendar days prior written notice to the other Party if an event occurs that substantially affects the first Party's ability to perform its obligations under this Research Contract.

## **Article 12. Partnership and Agency**

Nothing in this Research Contract shall be deemed to create a partnership or agency between the Parties.

## **Article 13. Right to transfer**

No Party shall without the prior written consent of the other Parties assign or otherwise transfer any of its rights and obligations hereunder.

## **Article 14. Correspondence with the Commission**

All correspondence between the Parties and the Commission shall be directed through the EURON Coordinator. To the extent that it is relevant to the other Parties it shall be copied to them along with any replies received.

## **Article 15. Purpose and Scope**

**15.1.** The Parties undertake to co-operate under the conditions of this Research Contract in order to execute and fulfil the EC Contract.

**15.2.** The scope of the Research Project is set out in Annex I to the Research Contract and the performance of the Research Project shall be shared between the Parties according to the tasks and amounts respectively indicated in the same Annex I.

## **Article 16. Publications and Press Releases**

**16.1.** Publications and Press releases shall be made according to decisions made by the RPMB.

## **Article 17. Disputes**

Any dispute arising out of or in connection with this Research Contract which cannot be settled by mediation including any question regarding its existence, validity or termination, shall be settled by the Arbitration Court in Brussels, Belgium in accordance with the Rules of Arbitration of the ICC.

## **Article 18. Applicable Law**

The Law of Article 12 of the EC Contract governs the Research Contract.

## **Annexes to the Research Contract**

Annex 1 – Description of Work

Annex 2 – Financial Guidelines

**Approval**

*IN WITNESS whereof the Parties have caused this Research Contract to be duly executed by their appointed representatives the day and year first before written.*

*Signed by **XXYY** for and on behalf of **YYZZ***

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## Approval

*IN WITNESS whereof the Parties have caused this Research Contract to be duly executed by their appointed representatives the day and year first before written.*

Signed by **Prof. Anders Flodström** for and on behalf of **Kungl Tekniska Hogskolan (EURON Coordinator)**

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