

CO-OPERATION FRAMEWORK AGREEMENT ON INTERNET OF THINGS AND DATA SCIENCE

BETWEEN ALEXANDRA INSTITUTTET
 CVR NR.
 ÅBOGADE 34
 8200 AARHUS N
 ("AI" OR PARTY")

AND IT UNIVERSITY OF COPENHAGEN
 ("ITU" OR "PARTY")

WHEREAS AI is one of Denmark's nine GTS institutes (Advanced Technology Group); a privately owned, non-profit company who helps public and private organisations develop innovative, IT-based products and services based on cutting-edge IT research. AI wishes to create value, growth and welfare in society,

WHEREAS AI wishes to offer Danish companies services within the use of the latest IT research and technological solutions of commercial relevance with the aim of helping companies boost their business,

WHEREAS ITU is a university focusing on development and exploitation of IT education and IT research.

WHEREAS ITU wants to strengthen the emphasis on cooperation between the business sector when it comes to innovation, growth and sharing of knowledge.

WHEREAS AI and ITU have a long-term and mutually beneficial collaboration and have now ~~jointly decided to~~ establish a strategic partnership at the highest level but carried out decentralized through relations between commercial and research areas with compatible interests within AI and within ITU,

WHEREAS this strategic collaboration is considered a strengthening and coordination of the existing relations within research and development in order to create a platform for common projects and goals and to ensure a long-term collaborative relationship between the two Parties.

THEREFORE, the Parties have decided to enter into this framework (Framework Agreement) on the future collaboration between the Parties initially within the focus areas of Internet of Things (IoT) and Data Science (with a social science/humanistic perspective). This present Framework Agreement contains the overall principles for the collaboration whereas the specific collaborative projects will be defined in separate supplementary agreements under this Framework Agreement.

1. AIMS AND OBJECTIVES

- 1.1 Research and Development. The aim of the Focus Areas in relation to research and development is to exchange knowledge about the defined Focus Areas and to develop cutting-edge knowledge and technology. The Parties expect to achieve this by engaging in activities such as: specific collaborative projects, commissioned research and exchange of knowledge within specific networks.

2. ORGANISING THE COLLABORATION

- 2.1 Contact Persons. After the signing of this Framework Agreement each Party nominates a contact person (Contact Person). The Contact Persons will be handling all approaches and enquiries from ITU researchers as well as companies and the Contact Persons will be exchanging the relevant information/enquiries. In addition, the Contact Persons will jointly organize, prepare and carry out meetings in the Collaboration Committee including distribution of relevant material and information related to ongoing and future projects and initiatives. The Contact Persons are in charge of the coordination of negotiations of specific agreements and will involve the relevant researchers, heads of departments, legal personnel and other relevant persons. A Party can decide to nominate another Contact Person at all times and for whatever reason that may be.
- 2.2 Collaboration Committee. After signing the Framework Agreements the Parties will form a Collaboration Committee consisting of two (2) representatives from each Party (Collaboration Committee). The Collaboration Committee will discuss ongoing and future projects and initiatives between the Parties. One Party can decide to nominate other Committee members at all times and for whatever reason that may be.
- 2.3 The Collaboration Committee will meet as and when required but at least six (6) times per year. Both Parties have to be represented in order to make a quorum. The location and leadership of the meetings are taken in turns between the Parties.

The Contact Person at the meeting location is responsible for the meeting minutes which must be sent out to Committee members within 14 days after the meeting is held. The Collaboration Committee is free to produce a more detailed order of business for its work but the Collaboration Committee should strive to obtain consensus as to the prioritisation of proposed projects and activities.

- 2.4 Annual Meeting. The Contact Persons will jointly organise one (1) annual meeting between the Parties in order to evaluate the collaborative activities between the Parties and to ensure continued development of the Focus Areas. At the annual meeting the Parties will negotiate and prepare an appendix to this Framework Agreement in which the assignments for the following year will be determined. The Contact Persons will furthermore ensure that there is a continuing evaluation of the collaborative activities.

3. FINANCING, COLLABORATION AND PROJECTS

- 3.1 Financial framework. This Framework does not impose any financial obligations on the Parties or any transfer of money as each Party will defray their own expenses relating to the collaboration. Budgets for the specific projects to be carried out under this Framework Agreement shall be provided as part of the separate supplementary agreements.
- 3.2 Additional funding sources. The Parties agree to actively seek grants for new joint projects and activities through public/private grants such as, but not limited to, Innovation Fund Denmark and the EU.
- 3.3 Financed Projects. Specific projects and/or activities under the Framework Agreement will be agreed upon from time to time in separate supplementary agreements dated and signed by both Parties. Each supplementary agreement refers to this Framework Agreement and shall be governed by this Framework Agreement. The responsible project managers within AI and/or ITU will produce projects descriptions, budgets and agreements necessary for the projects in question (including agreements on intellectual property rights, exploitation and publications).
- 3.4 Progress and best practise. The Contact Persons should be included in the projects defined under the Framework Agreements in order to collect a basis for best practise which can 1) ease the start and the administration of new projects and 2) ensure that the projects fulfil the aims and objectives of the Framework Agreement. The Collaboration Committee decides how projects will be evaluated with a view to ensure an easy process with minimal administration.

4. CONFIDENTIALITY

- 4.1 Confidential Information shall mean all information, know-how, research results, design of experiments, concepts, materials and data, technical or non-technical, disclosed directly or indirectly by one Party to the other Party in written form and clearly designated or marked as "Confidential" or, if communicated orally, is identified as "Confidential" at the time of disclosure or within thirty (30) days in a written summary of the oral communication.
- 4.2 If the specific projects to be carried out under this Framework Agreement do not contain a more strict regulation of Confidential Information the following shall apply:
- 4.3 Confidential Information shall not be disclosed by the receiving Party and shall not be passed to a third party by the receiving Party without prior written consent from the Controlling Party.
- 4.4 The receiving Party shall only give those persons who are necessary for the completion of a specific project access to Confidential Information. The Parties shall ensure that these persons are instructed to observe the confidentiality obligations in this Framework Agreement.
- 4.5 For the receiving Party, Confidential Information does not comprise information which:
- 1) at the time of receipt was, or which after receipt has been, made available to the public without this being due to the receiving Party's neglect of the confidentiality obligation;
 - 2) at the time of receipt was, or has later come into the possession of the receiving Party, without any confidentiality restrictions to the extent that the information has been received from a third party who was entitled to pass it on;
 - 3) the receiving Party has developed independently;
 - 4) the receiving Party is required by law to disclose, or
 - 5) is undoubtedly not of a confidential nature.

- 4.6 Confidential Information which shall be passed to a third party according to public law shall still be considered Confidential Information to the extent that this information is not subsequently made available to the public. The receiving Party shall inform the Controlling Party of the passing of information mentioned here as soon as possible in order for the Controlling Party to protect its interests to the greatest possible extent.
- 4.7 The receiving Party shall inform the Controlling Party immediately in writing of any received information that the receiving Party believes to fall under sections 4.5. In case of disagreement regarding classification, the receiving Party shall prove that the received material complies to section 4.5.
- 4.8 All obligations under this section 4 cease three (3) years after expiry of the Agreement.
- 4.9 The expiry of the obligations under this section 4 does not grant the receiving Party the right to exploit Confidential Information, which the receiving Party (in accordance with other rules, including intellectual property legislation or legislation concerning business secrets) may be prevented from using.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The two parties agree that specific projects and/or activities under the Framework Agreement, leading to patent rights, copyrights, or other intellectual property rights, must be negotiated and agreed upon in a supplementary agreement in each case in accordance with the policies and national law of the Act on Inventions at Public Research Institutions (Lov om opfindelse ved offentlige forskningsinstitutioner).

6. DURATION OF THE FRAMEWORK AGREEMENT AND COMMUNICATION TO THE PUBLIC


- 6.1 Commencement. The Framework Agreement enters into force the day after the Parties have signed it and will be evaluated after 3 years. The Contact Persons will ensure that this evaluation takes place.
- 6.2 Termination. Each Party can terminate the Framework Agreement with three (3) months written notice by the end of a calendar month. Projects and activities which

have begun prior to the termination of the Framework Agreement will be completed according to the separate agreements related to such projects and activities.


- 6.3 Communication. After signing the Framework Agreement both AI and ITU are entitled to publish information on the existence and the overall content of the collaboration. The Parties will consider ways in which information on the collaboration can be disseminated internally within the two organisations and externally to the wider public and how this can be carried out as a joint effort (press releases, web-sites, articles, etc.).

This Agreement may be signed in counterparts, each of which is to be considered an original, and taken together as one and the same document. This Agreement may also be signed via pdf document, and signatures obtained in this manner shall be considered original.

Date: 31 / 3 2017
For Alexandra Instituttet:


Ole Lehrmann Madsen
CEO, professor

Date: 29/3 2017
For IT-University of Copenhagen


Jens Chr. Godskesen
Pro-rector

Appendix 1

During 2017 the parties agree that the following should be initiated:

- 1) The Parties will allocate resources for the establishment of one (1) shared position at the level of (associate professor) or above.
- 2) The Parties will allocate resources for the establishment of two (2) new specific projects – one collaboration agreement and one commissioned research agreement.
- 3) The Parties will allocate resources for the hiring of one (1) (industrial) PhD/Post Doc between AI and ITU.