**RESEARCH AGREEMENT**

between

**XXX**

Address

represented by Mr XXX

(hereinafter referred to as "XXX")

and

**YYY**

Address

(hereinafter referred to as "YYY")

and

**ZZZ**

Address

represented by Mr. ZZZ

(hereinafter referred to as “ZZZ")

and

**WWW**

Address

represented by Mr WWW

(hereinafter referred to as "WWW")

and

**VVV**

Address

represented by Mr.VVV

(hereinafter referred to as "VVV")

XXX and YYY are hereinafter referred to as RESEARCH PARTNER or collectively as "RESEARCH PARTNERS";

VVV, WWW and ZZZ are hereinafter referred to as COMPANY or collectively as "the COMPANIES";

All parties are hereinafter referred to as "Party" or collectively as "Parties"

**Preamble**

The Parties are receiving funds from Innovation Booster Microtech to carry out the feasibility study called “**kshdfkajhdfasdjfke"**.This Agreement applies to the co-operation between the Parties for the execution of the study.

**1. Statement of Work**

**1.1** In close collaboration with the COMPANIES, RESEARCH PARTNERS hereby undertake to perform a study with the purpose to develop a roadmap leading from the state of the art in respect of

Description of the project. The study with the worktitel lajfdsalkdf (hereinafter referred to as "the Project") shall consist of the following work packages.

* WP1 – Definitions
Task:
Deliverables:
* WP2 – Weakness analysis
Tasks:
Deliverables:
* WP3 – Enhancement potential
Tasks:

Deliverables:

* WP4 – Roadmap design
Tasks:

Deliverables:

**1.2** The COMPANIES hereby undertake to collaborate with RESEARCH PARTNERS during the Project and to bring their competencies for the benefit of the Project and to furnish RESEARCH PARTNERS in due time with documentation, information and data necessary to accomplish the Project according to the Project application. The COMPANIES shall also provide RESEARCH PARTNERS with all the data, information and costs statements necessary to establish the scientific and financial reports according to the requirements of the Innovation Booster Microtech. Whenever it is deemed necessary during the Project, the Parties may mutually agree upon regular or separate meetings to be held online or at the place of business of one of the Parties hereto.

**1.3.** XXX is the Project manager.

**2. Term of Agreement**

This Agreement shall become effective with signature by all parties and remain effective until completion of the Project*.*

If all the Parties agree that the Project’s final objective cannot be reached by reasonable means, they can, by mutual written agreement terminate the present Agreement.

**3. Payments**

**3.1** The finances are consisting of contributions by the parties and by Microtech Booster. The total amount is received and managed by XXX. The means are distributed as follows:

1. 20% of the total to XXX for project administration and organization;
2. Any cash-out for expenses, material etc. supplied by third parties to the Party claiming it within 30 days after occurrence;
3. The remaining amount is shared equally between RESEARCH PARTNERS and is used to cover the wage costs. Hereto following hourly rates are applied:
	* Experienced scientist 000 CHF/h
	* Scientific assistant 000 CHF/h
	* Specialist/ technician 000 CHF/h

**3.2** The cash contributions of the parties are as follows:

VVV: CHF 1'000.-

ZZZ CHF 1'000.-

WWW CHF 1'000.-

XXX CHF 1'000.-

YYY CHF 1'000.-

The partner contributions are invoiced by Innovation Booster Microtech.

**4. Results and Intellectual Property**

**4.1** The Parties acknowledge that each Party, and their respective licensors if applicable, owns and shall continue to retain the rights, title and interest in its own intellectual property including without limitation, as contained in patents, patent applications, inventions, discovery, process, art, method, know-how, trade secrets, design, copyright and other intellectual property rights, whether or not patentable, existing at the beginning of the Project or created outside of the Project, and any improvements, modifications or enhancements thereto (hereinafter referred to as “Background Information”).

**4.2** Each Party agrees to disclose relevant, mutually agreed upon Background Information to and allow the use of such relevant Background Information by the other Parties solely and to the extent necessary for the purpose of the achievement of the Project and during the Project period if and insofar as the granting Party is free to do so with respect to previous obligations. Unless otherwise specifically expressed herein or in specific additional contracts, no other right or license of any kind is either granted or implied by the conveying of any Background Information. The communication of Background Information by one Partner to the others does not affect the ownership of the Background Information.

**4.3.** Access rights to Background Information owned by a Party and needed for exploitation of the Results by another Party, including for research on behalf of a third party, shall be granted on fair and reasonable conditions.

**4.4** All results, patentable or not, copyrightable or not, obtained in the execution of the Project by RESEARCH PARTNERS (hereinafter referred to as "Results") shall be communicated to the COMPANIES in form of common meetings, reports or publication drafts. Subject to the provisions of articles 4.5 to 4.14 of this Agreement, RESEARCH PARTNERS and the COMPANIES shall be free to use such Results.

**4.5** The COMPANIES shall notify RESEARCH PARTNERS in writing of their interest for legal protection of Results, in which case the COMPANIES shall have the right to file a patent application in their own name and at their own expenses. This notification shall reach RESEARCH PARTNERS within three (3) months from the date the concerned Results were first disclosed to the COMPANIES, subject to the one (1) month period set forth in article 6.2 in case that RESEARCH PARTNERS submit a draft of scientific publication. The COMPANIES shall in this case sign an *ad hoc* agreement among them, defining the modalities of exploitation of the Results. The COMPANIES shall in this case provide RESEARCH PARTNERS with a document signed by all the COMPANIES with instructions for the transfer of the intellectual property related to the Results (hereinafter referred to as "Companies IP Instructions").

**4.6** Title to an invention conceived or first reduced to practice by RESEARCH PARTNERS in the performance of the Project shall be transferred from RESEARCH PARTNERS to the COMPANIES upon the COMPANIES, or their customers or licensors, as applicable, filing a patent application on such invention, according to the modalities defined in the Companies IP Instructions, provided that such filing occurs within three (3) months from the date the COMPANIES notified RESEARCH PARTNERS of their interest according to article 4.5. The COMPANIES shall bear all costs related to the patent prosecution and shall inform RESEARCH PARTNERS of all major steps in such prosecution and of any decision to abandon the patent; the COMPANIES shall provide RESEARCH PARTNERS with a copy of any patent application(s) and of any issued patent(s).

During the deadlines pursuant to articles 4.5 and 4.6, each Party agrees to treat the Results concerned as confidential.

**4.7** In the event that the COMPANIES or their customers or licensors, as applicable, file a patent application pursuant to article 4.6, the COMPANIES or their customers or licensors, as applicable, shall have under any such patent application and patent issued thereon (hereinafter referred to as "a Patent") exclusive exploitation rights for applications, which are within the following field of use :

**VVV: sdafasasdf**

**ZZZ: asdfasfas**

**WWW: asdfasfa**

(hereinafter referred to as "the Field of Use").

The COMPANIES hereby grant RESEARCH PARTNERS a non-exclusive, royalty-free and irrevocable license under any Patent, with the right to grant sublicenses, for applications that are outside the Field of Use.

RESEARCH PARTNERS may use any Patent for education and research purposes in any field.

RESEARCH PARTNERS have entire freedom to use and exploit all know-how, methodology and algorithms developed or acquired in the execution of the Project, in any field.

**4.8** The COMPANIES or their customers or licensors, as applicable, shall demonstrate reasonable efforts to develop and commercialize the technology covered by the Patent in the Field of Use.

**4.9** In the event that the COMPANIES, their customers, or licensors, as applicable, fail to file a Patent according to article 4.6, title to the invention concerned shall remain with RESEARCH PARTNERS and RESEARCH PARTNERS shall be free to patent or not such invention.

If the COMPANIES, their customers or licensors, as applicable, file a Patent as per article 4.6, but renounces to seek protection in the following countries/region: USA, Japan, China or Europe (EPO), then the COMPANIES shall timely inform RESEARCH PARTNERS and give them the opportunity to file in their own name and at their own costs a patent application in the abovementioned countries/region that are not covered by the COMPANIES Patent.

Should the COMPANIES, their customers, or licensors, as applicable, decide to abandon a Patent in any countries, the COMPANIES shall offer to RESEARCH PARTNERS the assignment of such Patent free of charge. The COMPANIES shall inform RESEARCH PARTNERS of such decision at least four (4) months before the deadline for the performance of the formalities necessary for the maintenance of the Patent.

**4.10** In the event that RESEARCH PARTNERS are the owners of a patent application or patent under Results according to article 4.9, RESEARCH PARTNERS hereby grant the COMPANIES a royalty-free, non-exclusive, and irrevocable license for the use of any such patent application or patent in the Field of Use without the right to grant sub-licenses except to Affiliates of the COMPANIES. For the purpose of this Agreement, the term affiliate (hereinafter referred to as "Affiliate") shall mean any legal entity which is controlled by, has control over or is under common control with the COMPANIES whereby "control" shall mean the holding of more than fifty (50) percent of the capital stock or participating shares entitled to vote for the election of directors. For the avoidance of doubt, RESEARCH PARTNERS have no obligation to maintain such patent or patent application in effect.

**4.11** For computer software developed in the Project by RESEARCH PARTNERS, RESEARCH PARTNERS hereby grant the COMPANIES a royalty-free, exclusive, irrevocable license to copy, modify, adapt, translate, distribute, sell, sublicense, display and run such computer software.

The RESEARCH PARTNERS will deliver to the COMPANIES the source code of such software, according to the modalities defined in the Companies IP Instructions.

**4.12** Any intellectual property solely developed by a COMPANY during the course of the Project shall be that COMPANY’s sole property.

**4.13** It is hereby agreed that neither right of use nor license of any kind is hereunder granted to the COMPANIES on RESEARCH PARTNERS’s intellectual property obtained before, after and/or outside of the Project.

**4.14** It is hereby understood that where Results are obtained solely by the employees of one RESEARCH PARTNER, the rights and obligations pursuant to this article 4.5 to 4.11 shall apply only with respect to that RESEARCH PARTNER.

**5. Confidentiality**

**5.1** Each Party ("the Recipient") agrees to keep confidential and not to use for another purpose than the performance of this Agreement all information belonging to another Party or their affiliates, licensors, customers, employees or agents ("the Disclosing Party") with which it may come in contact during the course of the Project, provided that such information have been clearly labeled as confidential by the Disclosing Party or, if disclosed orally, have been confirmed in writing as being confidential within ten (10) days from their disclosure (hereinafter referred to as "Confidential Information"). Each Party shall be responsible for the compliance by its personnel with these confidentiality obligations.

**5.2** The obligations under article 5.1 shall not apply to any Confidential Information that:

- were in the public domain or open to the public at the time they were transmitted to Recipient, or

- became public or open to the public for reasons other than an action or omission attributable to Recipient, or

- were in Recipient's possession, without any limitation regarding their disclosure at the time they were transmitted to Recipient, provided that such prior possession is supported by a written evidence, or

- were obtained in good faith by Recipient and without any commitment relating to confidentiality from a third party entitled to disclose them.

- was developed by the receiving Party independently of the respective disclosing Party’s Confidential Information.

Such obligation shall neither apply to any portion of Confidential Information required to be disclosed as a result of a court order or pursuant to a government action, provided that the Recipient shall inform the Disclosing Party of any such order or action to give the Disclosing Party the opportunity to request a protective order.

**5.3** The obligations under this article 5 shall remain effective for three (3) years after termination of this Agreement.

5.4 Solely with respect to ZZZ, ZZZ may share the Results and any Confidential Information disclosed or made available to ZZZ hereunder, including the terms of this Agreement, with its licensor, sdfkjasd, and its affiliated companies (“Licensor”); provided that Licensor is under similar confidentiality restrictions as those set forth herein and such disclosure is necessary to further the purposes of this Agreement or share the Results with Licensor. Prior to disclosing any Confidential Information of another party hereunder to Licensor, ZZZ shall provide reasonable advance notice to such party. If such party objects to such disclosure within a reasonable timeframe, ZZZ shall not be permitted to disclose such party’s Confidential Information to Licensor.

**6. Scientific publications**

**6.1** The COMPANIES recognize that RESEARCH PARTNERS are entitled to publish their scientific Results obtained in the performance of the Project.

**6.2** Prior to the publication of such Results, RESEARCH PARTNERS shall submit to the COMPANIES for review, a draft of the information to be disseminated. The COMPANIES shall then have one (1) month to:

a) notify RESEARCH PARTNERS of any objection. If an objection is raised, discussion shall be held without delay to determine acceptable modifications to resolve the issue and allow dissemination within three (3) months; and/or

b) request the postponement, for no more than three (3) months, of the publication of Results for which the COMPANIES wish to file a patent application according to article 4.3.

Failure to respond within the abovementioned one (1) month period is considered as approval of the publication by the COMPANIES.

**6.3** In case of public presentations in particular at scientific conferences, RESEARCH PARTNERS shall submit to the COMPANIES a written summary of the intended presentation and the provisions of article 6.2 shall apply, whereby the time indicated under a) shall be reduced to one (1) month.

**6.4** RESEARCH PARTNERS respectively their employees being authors of scientific publication as referred to in this article shall remain the sole owner of the copyright thereon.

**6.5** Subject to provisions of articles 6.1 to 6.4 above, all RESEARCH PARTNERS accept to publish their work in Open Access.

**6.6**  In the event that a COMPANIES want to publish Results (scientific publications, brochures, homepage, press releases, etc.), the corresponding company/ies need/s the prior written consent of the RESEARCH PARTNERS. Such consent shall not be unreasonably denied, however it shall be ensured that the interests of the RESEARCH PARTNERS are protected in respect of their own publications, PhD theses, diploma theses and the like, as well as protection of intellectual property rights

**6.7**. The Parties undertake to add the reference "co-financed by Innovation Booster Microtech" to all publications and public documentation relating to the Results funded through this Agreement.

**7. No Warranties**

**7.1** RESEARCH PARTNERS shall perform said Project by applying their best scientific knowledge and best scientific standards. RESEARCH PARTNERS have only an obligation of means in the performance of the Project.

**7.2** RESEARCH PARTNERS make no warranties, either express or implied, including but not limited to warranties of novelty, patentability, accuracy, non-infringement, merchantability, fitness for a particular purpose of Results.

**8. Liability**

**8.1** Each RESEARCH PARTNER shall be liable towards the COMPANIES only in the event of fraud or gross negligence for any damages suffered in connection with this Agreement. RESEARCH PARTNERS shall not be jointly and severally liable hereunder.

**8.2** In the event that the COMPANIES decide to commercialize products and/or services based on the Results of the Project, the COMPANIES shall bear the sole responsibility for the conception, use and commercialization of such products or services and shall be liable towards third parties in connection with this conception, use or commercialization. The COMPANIES agree to indemnify and defend the RESEARCH PARTNERS against any such claim from third parties brought against the RESEARCH PARTNERS; to this end, the COMPANIES agree to maintain an adequate insurance coverage.

**8.3** Neither Party shall be entitled to commit the other Party to any obligation in connection with this Agreement, without the prior written consent of the other Party.

**9. Defaulting Parties**

In the case where a Party would not fulfill its obligations as defined in this agreement (hereinafter referred to as “the Defaulting Party"), the other Parties, in common agreement, shall enjoin by written notice the defaulting Party to fulfill its obligations within a maximum delay of two (2) months. If at the end of this delay the Defaulting Party has still not fulfilled to its obligations, the other Parties are entitled to terminate the present agreement with respects to the Defaulting Party by an amendment to the present Agreement, with a prior written notice of one (1) month.

The Defaulting Party loses all its rights related to the exploitation of the Results as defined in article 4, as well as its rights of review and objection related to publications as defined in article 6.

The Defaulting Party remains fully bound by the obligations of confidentiality defined in article 5.

For avoidance of doubt, unless otherwise agreed in writing, the non-payment of the due cash contribution according article 3.1.c or the non-provision of the personal contribution according to article 3.2 could be considered as a non-fulfillment of the obligations of this Agreement within the meaning of the present article.

**10. Communication**

Any notice or communication to be given within the framework of this Agreement shall be forwarded to the following contact persons:

**Communications to XXX:**

Contact Name, company name XXX, address

email, phone number

**Communications to YYY:**

Contact Name, company name XXX, address

email, phone number

**Communications to VVV:**

Contact Name, company name XXX, address

email, phone number

**Communications to ZZZ:**

Contact Name, company name XXX, address

email, phone number

**Communications to WWW:**

Contact Name, company name XXX, address

email, phone number

**11. Assignment**

Should the COMPANIES assign their rights to Results and/or to a Patent to a third party, then the COMPANIES shall impose all the obligations deriving from this Agreement on the assignee.

**12. Survival**

The provisions of articles 4, 5, 7, 8, 10, 11 and 12 shall survive any expiration or termination of this Agreement.

**13. Applicable Law and place of jurisdiction**

**13.1** This Agreement shall be governed by the laws of Switzerland.

**13.2** The exclusive place of jurisdiction shall be skjafdhalkjdf.

This Agreement is executed in five originals and duly signed by the authorized representatives of the Parties hereto, as printed below:

**XXX**

Place,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Name Name*

**YYY**

Place,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Name Name*

**VVV**

Place,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*Name Name*

**ZZZ**

Place,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*Name Name*

**WWW**

Place,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*Name Name*