**Agreement – Guest Researcher at Aarhus University**

SLET DENNE VEJLEDNING INDEN FREMSENDELSE TIL EKSTERN PART!

Aftalen forudsætter, at gæsteforskeren IKKE har en ansættelse ved Aarhus Universitet, at gæsteforskeren under opholdet udfører egen forskning, som fastlagt i vedkommendes ansættelsesforhold, og at vedkommende opholder sig i Danmark i en begrænset periode.

Afsnit 8. Insurance gælder KUN udenlandske gæsteforskere.

Vedr. afsnit 3. Intellectual Property: Aftalen forudsætter, at den eksterne part kan acceptere, at data og IPR genereret af gæsteforskeren overdrages til AU, hvorved gæsteforskeren sidestilles med AU’s egne forskere. Ønsker den eksterne part en forhandling, er det i visse tilfælde muligt efter godkendelse af TTO.

Vedr. afsnit 4. Data Privacy: Aftalen forudsætter, at AU har en lovlig adgang – her et samtykke - til at videregive persondata og/eller sundhedsdata, at gæsteforskeren kun behandler persondata inden for EU, at videregivelsen indrapporteres til AU’s fortegnelse over forskningsprojekter med persondata, og at de pågældende person- og/eller sundhedsdata præciseres i bilag 2. Generelt er det vigtigt at få en juridisk vurdering af, om det aktuelle datasæt har konkrete forhold, der skal tages højde for ved videregivelse. Såfremt der i det konkrete projekt overlades data til gæsteforskeren – som så handler efter AU’s instruks - skal denne aftale suppleres med en databehandleraftale. Det kan være tilfældet, hvis gæsteforskere eksempelvis skal bidrage til et AU-projekt.

Vedr. Signatures: På IKM indsættes flere underskriftberettigede, herunder lærestolsprofessor.

Kontakt dit institutsekretariat for institutlederens underskrift samt registrering/understøttelse.

This Collaboration Agreement ("Agreement"), dated as of \_\_\_\_\_\_\_, 20\_\_\_ (“Effective Date”), is entered into by and among [Name of external party (the employer of the guest researcher)], [address] (“External Party”) and Aarhus University, CVR no. 31 11 91 03, represented by [Department], [address], Denmark (the "Aarhus University").

External party and Aarhus University are hereinafter referred to as a "Party", and together as the "Parties".

**WHEREAS**, [Name of Researcher] ("Researcher") is an employee of External Party and will remain an employee of External Party throughout the term of this Agreement;

**WHEREAS**, the Parties desire Researcher to be engaged in collaborative research at Aarhus University as described in the research plan attached to this Agreement as Appendix 1 (“Project”) for a duration of [months];

**WHEREAS**, the Parties desire to enter into this Agreement with respect to Researcher’s stay at Aarhus University;

**NOW, THEREFORE**, the Parties agree as follows:

1. **Relationships**

The Parties hereby agrees that Researcher will be working at Aarhus University as [title]; and as such Researcher will conduct collaborative research work at Aarhus University as described in the Project.

1. **Obligations of the Parties**

During Researcher’s stay at Aarhus University, External Party will pay a salary as well as all personal expendables e.g. travel expenses, housing etc.

Aarhus University will provide for [please insert, e.g. space, equipment, supplies, personnel, or other research support for Researcher].

Further, Aarhus University will instruct Researcher in using the premises, the IT-infrastructure and Responsible Conduct of Research of Aarhus University.

1. **Intellectual Property**

Intellectual property developed by the Researcher within the scope of the Project at Aarhus University after the date of this Agreement, shall belong to Aarhus University. The Researcher is not allowed to perform any work on the intellectual property or any data generated in the Project outside the scope of the Project. The Researcher will receive compensation from Aarhus University in accordance with Danish Act on Inventions at Public Research Institutions (Lov om opfindelser ved offentlige forskningsinstitutioner) for assignment of any patentable rights and will in that respect have the same rights as an employee of Aarhus University.

Upon termination of this Agreement, the Researcher will return all data and other Project related material to Aarhus University.

The Researcher agree to execute and deliver all such assignments and other documents as Aarhus University may reasonably require regarding transfer of rights. This undertaking shall be equally valid in case Aarhus University in whole or in part transfers such rights to a third party.

Notwithstanding the above, the Researcher shall have a non-exclusive right to utilise, free of charge, any Results generated under the Project and not constituting an invention or covered by other specific legislation about intellectual property rights, during and after the Project.

1. **Data Privacy**

Aarhus University shall to the largest extent possible only provide material and data which is anonymized.

However, if Aarhus University – for the purpose to conduct the Project - provides material and data related to individuals the Parties recognize that such material and/or data disclosed from Aarhus University to the Researcher may constitute personal data as defined in the General Data Protection Regulation (EU) 2016/679, including personal data concerning health. Aarhus University shall only provide personal data – as determined in Appendix 2- under this Agreement in accordance with applicable laws and the Researcher will comply with all applicable laws, standards and regulations in using the material and data, and therefore;

* Material and data shall to the fullest extent possible be de-identified to ensure as much as possible that, without access to the master identifier file, all records are unidentifiable. For the avoidance of doubt, the Researcher will not perform any act which would lead to the re-identification of the individuals concerned, including by linking different sets of data, comparing and processing data.
* To the extent required by applicable laws and regulations, Aarhus University will maintain, document and retain records of informed consent from each participant or the participant’s legally authorized representative whose material and data Aarhus University is providing under this Agreement in accordance with applicable laws and regulations unless and to the extent the competent ethics authority has waived this requirement.
* The Recipient acknowledges: (a) that the Material and Data includes material from and data relating to individuals and/or patients; and (b) each individual/patient shall at all times have the right withdraw his or her consent at any time. In the event of such a request, the Researcher shall (a) no longer use the material and data in question (b) promptly destroy the Material and Data in question in an approved manner; or (c) return the Material and Data in question to Aarhus University upon Aarhus University’s first written request.
1. **Publication**

Publication of Researcher’s own research results originating from the Project in the form of publications or in connection with oral presentations, or in any other form, shall be subject to written approval from the relevant Head of Department at Aarhus University or any other person at Aarhus University (e.g. project manager, principal investigator etc.) that the relevant Head of Department appoints. The Head of Department or the appointed person is to ensure that publication does not disadvantage the possibilities of commercially exploiting inventions resulting from the Project.

It is expected that all significant results of research at Aarhus University in which Researcher is involved will be published. Authorship - and acknowledgement of Aarhus University - will be determined in accordance with scientific custom and Responsible Conduct of Research of Aarhus University.

1. **Confidentiality**

The Parties acknowledge that they may gain access to each other’s confidential information during Researcher’s stay at Aarhus University. For the purpose of this Agreement, ”Confidential Information” shall mean all information, know-how, research results, design of experiments, concepts, Materials and data, technical or non-technical, disclosed by one Party to another in any form.

Each Party agrees that it will not use any part of the Confidential Information supplied by the other Party except for the Project and it will keep Confidential Information, which the Party has received, secret and confidential, and that it shall not disclose any of it to any third party except to its employees and only to the extent necessary for such determination and under the same confidentiality and non-use obligations as herein contained.

Information shall not be considered confidential, if the receiving Party can document that:

* it had been published at the time of receipt,
* it has been published after receipt without this owing to the receiving Party’s disregard of the confidentiality obligation,
* it was in the receiving Party’s lawful possession without any restrictions at the time of receipt,
* it was lawfully acquired by the receiving Party from a third party that was entitled to receive and pass on this information,
* the receiving Party developed it independently, or
* the receiving Party is obliged by law or final judicial decision to publish it, provided the receiving Party has already to the widest possible extent notified the other Party thereof so that the latter has the opportunity to oppose the publication.

The above confidentiality provisions shall apply until three (3) years after termination of this Agreement. However, the confidentiality obligation concerning personal data (including health/sensitive data) shall continue without limit of time.

1. **Term and Termination**

This Agreement will enter into force on the Effective Date and shall remain in force as long as Researcher is engaged in the Project at Aarhus University.

In addition, Researcher's participation in this Agreement will terminate automatically if Researcher ceases to be an External Party employee for any reason.

A Party may terminate the Agreement with a one-month notice period to the end of a month.

1. **Insurance**

Pursuant to section 22 A of the University Act, Aarhus University will take on the insurance liability with respect to Researcher, who will be covered by Aarhus University’s self-insurance.

Consequently, Researcher is covered to the same extent as employees at Aarhus University in accordance with applicable Danish Law.

Except in case of gross negligence or willful intent, Aarhus University thus covers any industrial injuries suffered by Researcher within the scope of the Danish Workers’ Compensation Act and any industrial damage or injury inflicted on property or persons by Researcher unintentionally within the scope of Danish Law.

It is the responsibility of Researcher to take out private insurance in other areas such as health, travel and personal liability while staying in Denmark.

1. **Liability**

External Party agrees to indemnify and hold harmless Aarhus University from and against any claim, loss, damage, cost, expense, liability or injury of any nature whatsoever arising out of or related to the acts or omissions of Researcher made during his/her stay at Aarhus University in as far as the acts or omissions do not fall within the scope of coverage as provided for in Section 8.

1. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Denmark, without regard to its conflicts of law doctrines. Any disputes that cannot be settled amicably by the Parties shall be sent to the competent Danish court.

1. **Miscellaneous**

**Personal Data**

When entering the Agreement and fulfilling the contractual obligations, The Parties proces information about the other Parties´employees, whom is part of the Project and other persons who are necessary for the completion of the Project and monitoring of the Agreement, cf. GDPR art. 6.1.b. Each party is Data Controller for the procession of these Personal data, with reference to each party’s privacy policy. The Data subject is entitled to obtain access to and rectification of their own Personal data.

**Survival**

The obligations of the Parties under Sections 3 (“Intellectual Property"), 4 (“Data Privacy”) 5 (“Publication"), 6 (“Confidentiality”) and this Section 11 (“Miscellaneous") of this Agreement shall survive after termination of this Agreement.

**Independent Contractors**

Nothing contained in this Agreement shall be construed as creating a legal entity, partnership, joint venture or agency relationship between the Parties or as granting a Party the authority to bind or contract any obligation in the name of or on the account of another Party or to make any statements, representations, warranties or commitments on behalf of another Party.

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.

***SIGNATURES***

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| --- | --- |
| Date: AARHUS UNIVERSITYName:Head of Department | Date: EXTERNAL PARTYName:Title: |
| Date:Read and accepted by Researcher\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: |

Appendix 1: Project

Appendix 2: Personal data and/or health data