*[This template Externally employed doctoral student agreement gives the prerequisites for the employment of an externally employed doctoral student. For a collaboration project between LU and the Company a separate collaboration agreement is required.]*

**Agreement on financing of externally employed Doctoral Students**

**Lund University**, Department of …….. at the Faculty of Engineering, hereafter referred to as LU,

and

 [company name, organisation number and address] hereafter referred to as Company,

individually referred to as Party, and together as Parties,

have reached the following agreement.

1. **Background and purpose**
	1. The Company has an employee who meets the criteria for admission to third-cycle education, and who has expressed a desire to pursue such education, hereafter referred to as Doctoral Student. The Company intends to offer the Doctoral Student the opportunity to conduct third-cycle education during working hours. LU is able to provide such education.
	2. The purpose of this agreement is to specify the conditions for financing and implementation of third-cycle education for an externally employed Doctoral Student. Student financing will be provided by the Company. The education, supervision, examination and thesis defence will take place at LU, in accordance with current LU rules and decisions.
	3. The decision on admission to third-cycle studies at LU is made separately. This agreement is only valid on condition that the Doctoral Student is admitted to third-cycle studies at LU no later than […..*date*].
2. **LU’s commitments**

LU undertakes as follows.

* 1. Subject to the Doctoral Student being admitted to third-cycle studies in the subject of [.....], LU undertakes to provide the Doctoral Student with education in accordance with the provisions of the Swedish Higher Education Ordinance, the general syllabus for the subject, the drawn up individual study plan, and other local regulations.
	2. LU will appoint at least two supervisors for the duration of the study programme. The principal supervisor is to be appointed by LU. The assistant supervisor is to be appointed by LU in consultation with the Company.
	3. LU will draw up and regularly follow up the individual study plan for the Doctoral Student.
	4. LU will continuously deliver reports to the Company about the education and progress, as well as any obtained Results in accordance with item 6 below.
	5. LU will ensure that the obtained research results, including Results, are published in accordance with good international practice for publication of research results, and make sure that the Doctoral Student’s thesis is made public, as per standard practice.
	6. provide a workspace at LU and any necessary resources for the Doctoral Student’s education.
1. **The Company’s commitments**

The Company undertakes as follows.

* 1. The Company will cover all of the Doctoral Student’s salary and employment costs including travel and subsistence allowance benefits as of the day of the commencement of the third-cycle programme and until the attainment of a [licentiate/doctoral degree] or the completion of the study programme in some other way.
	2. The Company will, for a period equivalent to no more than [four (4)] years of full-time study, allocate at least [80 per cent] of the Doctoral Student’s full-time working hours to their studies, in accordance with the individual study plan. The period of study may be extended if there are special grounds. The special grounds must be consistent with the grounds specified in Chapter 6, Section 29 of the Swedish Higher Education Ordinance.
	3. The Company will, together with LU, participate in the follow-up of the education as well as in the establishment and follow-up of the individual study plan for the Doctoral Student.
	4. The Company will appoint an employee of the Company to supervisor of the Doctoral Student, in consultation with LU.
1. **Confidential information**
	1. Within the scope of the present agreement, the Parties may exchange information of a confidential nature. The Company is aware that LU’s activities are subject to the principle of public access, and that confidentiality will only be granted to the extent specified in the Swedish Public Access to Information and Secrecy Act.
	2. “Confidential information” refers to information which is disclosed by either Party to the other Party of this agreement, and which
* has been clearly labelled as “Confidential Information”; or
* when communicated orally, is specified as “Confidential Information” at the time of disclosure, and recorded in writing within fifteen (15) days of the disclosure with the label “Confidential Information”.
	1. All Confidential Information obtained by one Party from the other Party remains the property of the disclosing Party.
	2. The Parties undertake not to disclose Confidential Information to a third party. Furthermore, the receiving Party undertakes not to use Confidential Information for any other purposes than those included in this agreement without the written consent of the other Party.
	3. The receiving Party is to take reasonable measures to ensure that the confidential nature of the Confidential Information is not jeopardised. The receiving Party may only disclose Confidential Information to employees and to other individuals engaged by the Party who need the information in order to perform work during the Project. The receiving Party is responsible for ensuring that the individuals who are given access to Confidential Information comply with the provisions of the present agreement.
	4. The commitments under section 4 do not, however, apply to information that:
* at the time of disclosure was a matter of public knowledge or that subsequently becomes a matter of public knowledge in a way that does not violate the present agreement;
* the receiving Party can demonstrate was known to them before the disclosure;
* the receiving Party legitimately became aware of independently of the other Party; and/or
* the Party is required to disclose in order to comply with law or court order.
	1. The terms concerning Confidential Information apply for the duration of the agreement period and an additional two (2) years, but no more than ten (10) years from the time when the Confidential Information was disclosed to the receiving Party.
1. **Intellectual Property Rights**
	1. “Results” refers to information protected by intellectual property rights that is generated within the scope of the present agreement.
	2. The right to Results belongs to the author or inventor of the Results, with the following clarification. For employees at the Company, including the Doctoral Student, the ownership of Results belongs to the Company. According to mandatory legislation, the owner of LU Results may be the individual employee who has generated the Result. Agreements regarding compensation for the transfer of or grant of license to such LU Results may therefore have to be concluded with the owning employee.
	3. LU hereby grants to the Company an exclusive, first rights option to either a) acquire ownership rights to LU Results on commercially reasonable terms and conditions; or b) acquire, on commercially reasonable terms and conditions, an exclusive or non-exclusive licence to use LU Results ("Rights Option"). Negotiations shall be carried out in good faith and take into consideration the intellectual contribution of the Parties.

* 1. The Company may exercise its Rights Option by providing written notice to LU within thirty (30) days from the Company’s notification of the Result. The Parties will negotiate any such transfer or license in good faith within sixty (60) days following the Company’s written notice to LU.
	2. In the event that an agreement has not been reached within the negotiation period described in Section 5.4 above, the Rights Option has lapsed. If LU within six (6) months after the expiry of the negotiation period enters into to an agreement with a third party on the transfer of or grant of licence to the Results, the terms and conditions offered to such third party must not be more favourable than those offered to the Company. In this context LU's holding company or a company in which LU's holding company is a shareholder will not be considered a third party.
	3. LU maintains the right to use Results for research and educational purposes regardless of any transfer of ownership or grant of licence in accordance with the above.
	4. The Company is aware that the activities within LU are comprised of education and research. LU is not financially responsible for Results nor is it responsible for the infringement or alleged infringement of third party intellectual property rights or the use or usefulness of the results generated hereunder commercially, functionally or in any other way.
	5. Other research results generated during the implementation of the study programme shall be freely accessible to both Parties.
1. **Publication**
	1. The Doctoral Student’s education shall result in a thesis, which is to be presented at LU and published. Another important component of the Doctoral Student’s attainment of qualifications during their third-cycle studies is the publication of research results in articles, presentations at symposia, or other public release of research results. Research results that are published must comply with good international practice for publication of research results.
	2. The Company shall have the opportunity to review material to be made public, for a period of no more than thirty (30) days before publication or other public release. Within this period, the Company has the right to request that Confidential Information which was transferred from the Company to LU is exempted to the extent that the publication or other public release would go against the core business interests of the Company.
	3. Should the issue regarding transfer of Results arise, in accordance with section 5 above, the publication may be delayed until an application for intellectual property rights protection for the Result has been submitted, but no more than ninety (90) days after the Company was given access to the intended publication. Subsequently, the Doctoral Student and those who participated in generating the Result are always entitled to publish the Result.
2. **Term and termination**
	1. This agreement will take effect once it has been signed by both Parties, and the Doctoral Student has been admitted to the third-cycle study programme at LU.
	2. The agreement will terminate at the completion of the study programme through the attainment of a degree. If the period of study is extended due to the grounds specified in Chapter 6, Section 29, second paragraph of the Swedish Higher Education Ordinance (1993:100), the agreement will be extended with the corresponding period.
	3. In the event of an incident that prevents LU from completing the agreement, e.g. the Doctoral Student withdraws from studies without obtaining a degree, the Doctoral Student’s right to supervision and other resources is withdrawn, or the Doctoral Student terminates their employment at the Company, LU has the right to terminate the agreement at the time of the incident.

LU is not responsible for the Doctoral Student’s financing, regardless of whether the Doctoral Student voluntarily terminates their employment at the Company, or the Company terminates the Doctoral Student’s employment at the Company. The Company’s commitments, pursuant to section 3 above, remain even if the Company terminates the Doctoral Student’s employment.

However, if the funding lapses during the study period for reasons beyond the doctoral student's control, the faculty has an obligation to employ the doctoral student for the remaining period of study. However, this does not apply when retraction of resources is decided in accordance with Chapter 6. 30 § HF.

* 1. If LU is in material breach of the agreement and does not remedy such breach within thirty (30) days of a written request, the Company has the right to terminate the agreement with three (3) months’ notice.
	2. Material breach of the agreement is, for example, that LU does not provide supervision or acceptable study conditions in general, or that LU does not fulfil its undertakings in accordance with the Doctoral Student’s individual study plan.
1. **General**
	1. Any amendments of this agreement must be drawn up in writing and be signed by authorised representatives for both Parties.
	2. The Company is not permitted to transfer its rights and obligations according to this agreement without prior written consent from LU.
2. **Dispute**
	1. This agreement is subject to Swedish substantive law.
	2. Any disputes pertaining to this agreement shall primarily be resolved through negotiation between the Parties, and secondly the Parties submit to the exclusive jurisdiction of the Swedish courts with Lund District Court as the first instance.

Alt.

9.2 Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof shall be settled with final effect in accordance with the Arbitration Rules of the Chamber of Commerce and Industry of Southern Sweden. The arbitration proceedings shall take place in Lund.

This agreement has been drawn up in two identical original copies, of which each Party has retained one.

Lund on [date] [City and date]

Lund University Company

*Dean NN*

I have read the information above:

NN

Doctoral Student