**SNI ARGOVIA PROJECT AGREEMENT**

between

**Swiss Nanosience Institute** of the **University of Basel**

represented by Prof. Dr. Chr. Schoenenberger
Klingelbergstrasse 82

4056 Basel

(hereafter referred to as *“UNIBAS SNI”*)

and

**Partner1**full name of home institution of project leader (acronym of institution)

legal address of Partner 1

(hereafter referred to as *“PARTNER1”)*

and

**Partner2**full name of home institution of project leader (acronym of institution)

legal address of Partner 2

(hereafter referred to as *“PARTNER2”)*

and

the industrial partner

**Company**

legal address of company

(hereafter referred to as *“INDUSTRY PARTNER”*)

whereby the parties to this agreement, with UNIBAS SNI being excluded, are also hereinafter collectively referred to as "PARTIES", or individually as "PARTY".

**PREAMBLE and DEFINITION**

The University of Basel entered into a contract with the Kanton Aargau to establish and maintain a Center of Excellence in Nanoscience and Nanotechnology: the *Swiss Nanoscience Institute*, hereinafter referred to as *UNIBAS SNI*.

Under the lead of the project leader (please add name plus institution in brackets), hereafter referred to as PROJECT LEADER, PARTIES have submitted together a proposal (hereafter PROJECT PROPOSAL) in the call for “SNI ARGOVIA PROJECTS”, which are collaborative projects between academia (*University of Basel, Paul Scherrer Institute,University of Applied Sciences Northwestern Switzerland, D-BSSE ETH Zurich in Basel, and Centre Suisse d’Electro­ni­que et de Microtechnique Muttenz*) and industry. The project is entitled “**ACRONYM: \_\_\_\_\_\_\_\_\_\_\_\_\_(please add title)”,** hereafter referred to as ACRONYM PROJECT. The PARTIES’ PROJECT PROPOSAL has been evaluated by a board of experts and was recommended for funding.

The present SNI ARGOVIA PROJECT AGREEMENT (hereafter PROJECT AGREEMENT) regulates the relationship between the UNIBAS SNI and the PARTIES.

ACCESSORY AGREEMENT Agreement by all PARTIES related to the collaboration within the SNI ARGOVIA PROGRAM.

**1. TERM of AGREEMENT**

The PARTIES have been granted the SNI ARGOVIA PROJECT **ACRONYM** that starts on **1st January 2016** to nominally run for one year till **31st December 2016**. This Agreement shall therefore become effective as of **1st January 2016**. Funding is scheduled for one year and this Agreement remains in effect for **one year**. A prolongation may be granted by a separate written agreement upon UNIBAS SNI’s sole discretion following a formal application to the UNIBAS SNI at the next SNI ARGOVIA PROJECT call for proposals. The request for prolongation has to be submitted similar to a new project proposal.

**2. PROJECT**

The PARTIES agree to carry out their SNI ARGOVIA PROJECT, which they submitted in the call of proposal to UNIBAS SNI, under the lead of the PROJECT LEADER. The PARTIES undertake to accomplish the research work described in said PROJECT PROPOSAL. The PARTIES will cooperatively develop new project technology and hereby make all reasonable efforts at the same degree of diligence usually applied to own projects of similar importance.

**3. STRUCTURE of the COLLABORATION**

1. The ACRONYM PROJECT will be managed by the PROJECT LEADER.
2. The PARTIES agree that they are represented by the PROJECT LEADER. They will primarily communicate to the PROJECT LEADER. It is the obligation of the PROJECT LEADER to inform the PARTIES where needed.
3. The PARTIES acknowledge that funding can only be transferred, once the accessory agreement (hereinafter: ACCESSORY AGREEMENT) between all participants has been received by the UNIBAS SNI office with all signatures. The PARTIES therefore agree to submit to the UNIBAS SNI office a copy of such ACCESSORY AGREEMENT with all signatures in a timely manner after signature of this PROJECT AGREEMENT. Latest deadline for submission of the ACCESSORY AGREEMENT is **30th June 2016**. **The PARTIES hereby acknowledge that if the PARTIES cannot come to a proper agreement and therefore the UNIBAS SNI office has not received the ACCESSORY AGREEMENT in time, the UNIBAS SNI has the right to immediately terminate the project.** The project can, however, be submitted to a follow-up call.
4. The PARTIES agree to build their ACCESSORY AGREEMENT on the template which has been drafted and agreed upon by the University of Basel, PSI, FHNW, D-BSSE, and CSEM forming a solid basis. The PARTIES agree to use their best efforts to keep required changes at a minor level. The ACCESSORY AGREEMENT shall be based on the template ACRONYM ACCESSORY AGREEMENT provided by UNIBAS SNI and shall contain in minimum provisions on the following subjects:
* Definition of the existing project-related background technology and intellectual property of each PARTY prior to contract signature
* Definition of the foreground technology expected to be achieved and its future exploitation by the PARTIES
* Definition of future usage of generated intellectual property, i.e. inventions, patents, designs, trademarks etc. and cost-sharing of the PARTIES for their application, maintenance, and termination.
* Definition of publication rights and procedures
* Definition of confidentiality clause

e) Modifications in which way specific topics are conducted and prioritized are in the authority of the PROJECT LEADER as long as the scope of the ACRONYM PROJECT is maintained. The PROJECT LEADER is also empowered to shift budget items from one PARTY to the other, provided the total budget is respected. If this is the case, the PROJECT LEADER shall seek mutual agreement of the PARTIES. If this is not possible, the UNIBAS SNI Executive Board has to settle the issue.

f) Any modification of the ACRONYM PROJECT that changes the original scope and / or the participation of the PARTIES need a written agreement from all PARTIES, as well as from the UNIBAS SNI Executive Board. A new or amending budget shall then be requested.

1. **REPORTING**
2. The PARTIES shall prepare a PROJECT report at the end of the term of the ACRONYM PROJECT. This report shall describe the outcome of the ACRONYM PROJECT and report in particular on: a) comparison with work plan and milestones described in the PROJECT PROPOSAL, b) publications, c) PROJECT PATENTS, and d) intended continuation of the outcome (e.g. KTI project, further development within the ACRONYM PROJECT etc.).
3. The UNIBAS SNI Management can request other forms of reporting at any time due to the reporting requested from UNIBAS SNI by the Kanton Aargau. In particular, the UNIBAS SNI requires an unclassified report for the annual report. Details concerning the assistance to be rendered to a reasonable amount will be given by UNIBAS SNI in due time in advance.
4. The PARTIES are obliged to present the PROJECT at the annual meeting in either written (poster) or oral (talk) form. UNIBAS SNI will ask the PROJECT LEADER for an unclassified project presentation, preferably in PowerPoint format. INDUSTRY PARTNER shall ensure that UNIBAS SNI can use such presentations for conferences and public events.
5. The PARTIES are obliged to indicate UNIBAS SNI – preferably with the SNI logo – as funding in­sti­­tu­tion on all publications, posters, presentations, etc. of the ACRONYM PROJECT.

**5. Special Provision for NON-ACADEMIC PARTIES (hereinafter: “INDUSTRY PARTNER”)**

1. INDUSTRY PARTNER shall provide the other PARTIES with all data and information necessary to establish the scientific reports according to and necessary for activities within the UNIBAS SNI. In particular, INDUSTRY PARTNER shall state his/her own financial contribution (in-kind or cash) to the ACRONYM PROJECT and comment on the economic effectiveness of this funding.
2. Although not mandatory, UNIBAS SNI highly welcomes INDUSTRY PARTNER to be present at the annual meeting.
3. INDUSTRY PARTNER shall provide in writing an assessment of the usefulness and effectiveness of this funding in view of the future development of the company. This letter is required for the annual reporting within the UNIBAS SNI. It shall, subject to any confidentiality provisions explicitly state, whether new technology was developed in the frame of the project that will be further exploited by the INDUSTRY PARTNER.

**6. FINANCIAL CONTRIBUTIONS**

1. The financial contribution of the ACRONYM PROJECT amounts to **\_\_’\_\_.− CHF.** This subsidy is managed by the accounting department of PROJECT LEADER’S institution.
2. The financial controlling / reporting has to be undertaken by the UNIBAS SNI, if the PROJECT LEADER is an employee of the University of Basel. In all other cases, the financial reporting shall be supervised by the UNIBAS SNI (see below).
3. In order to release the financial contribution, the following is needed:

c1) an updated finalized budget sheet, signed by the PROJECT LEADER;

c2) this duly signed **PROJECT AGREEMENT**

c3) a duly signed **ACCESSORY AGREEMENT** complying to the provision set forth in (3d)

Items (c1) and (c2) must be received by the UNIBAS SNI office no later **than 31st December 2015**. Item (c3) must be received by the UNIBAS SNI office no later than **30th June 2016**.

1. If the financial controlling / reporting is done by an institution other than the University of Basel, the following applies: subject to the completion of 6c), the partners send their invoices to the UNIBAS SNI office on a monthly or quarterly basis, invoicing their occurred expenditures accompanied by copies of the respective invoices and proofs of salaries and social charges. These invoices shall be reimbursed within a month. Only invoices that fall within the granted period can be refunded. Furthermore, the last invoice must be received *one month* after the end of the granted period.

**In recent years, the UNIBAS SNI office did not receive invoices on a regular basis from partner institutions disenabling the controlling at the host institution. We therefore would like to emphasize that PARTIES should send their invoices on a regular basis (monthly or quarterly) to the contact person at the UNIBAS SNI office (Mrs Claudia Wirth).**

**7. CONTINUATION**

A project funded by the SNI NANO ARGOVIA PROGRAM may be extended into a second year. This can happen in different ways:

1. a prolongation proposal is submitted during the first year within the framework of the regular call of proposals by the PARTIES.
2. the project is delayed and the PARTIES agree to continue the project for another period of time without applying for additional money.

In case of a) if the proposal for extension is accepted and a certain amount of money is assigned to the second year of the project, the PARTIES will have to sign the **PROLONGIATION AGREEMENT** which in essence states that the **PROJECT AGREEMENT** with the modified budget and budget period and the **ACCESSORY AGREEMENT** stay in effect for another year.

b1) If the project is delayed and should be extended, but no additional money has been applied for, the UNIBAS SNI allows extension to 31st of March on request without any further obligation.

b2) If the project is delayed and should be extended beyond three months, the UNIBAS SNI shall allow extension till 31st of December in the following year upon request with further obligations. The PARTIES will have to sign the **PROLONGIATION AGREEMENT** which in essence states that the **PROJECT AGREEMENT** and the **ACCESSORY AGREEMENT** stay in effect for another year. The PARTIES are also obliged to contribute to the annual report of the new reporting period which is the prolongation year.

In both cases, b1) and b2), the PROJECT LEADER has to apply in written for the extension in due time, which is before the end of the year in which the project nominally runs and would nominally terminate.

# 8. SEVERABILITY

The invalidity or unenforceability of any term or provision of this PROJECT AGREEMENT shall not affect the validity or enforceability on any other term or provision hereof. If any part of this agreement shall be found invalid or unenforceable for any reason, the remainder of this agreement shall be valid and enforceable as if such provision had not been included therein. A provision, which is legally possible and comes nearest to the intentions of the PARTIES, shall substitute such provision.

# 9. APPLICABLE LAW and PLACE of JURISDICTION

(1) This PROJECT AGREEMENT shall be governed by the laws of Switzerland.

(2) The place of jurisdiction shall be the courts of Basel City.

This PROJECT AGREEMENT is executed in x originals and duly signed by the authorized representatives of the PARTIES hereto, as printed below:

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| --- | --- |
| **on behalf of University of Basel – UNIBAS SNI**Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Director Swiss Nanoscience InstituteProf. Dr. Chr. Schoenenberger | Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)Name |
| **PARTNER 1**Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)Name |
| **PARTNER 2**Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)Name |
|  |  |
| **INDUSTRY PARTNER**Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)Name |