

**SNI -ARGOVIA PROJECT AGREEMENT**

between

for:

**Swiss Nanoscience Institute of the University of Basel (UNIBAS-SNI)**  
represented by Prof. Dr. Ch. Schoenenberger  
Klingelbergstrasse 82  
CH-4056 Basel

(hereafter referred to as “UNIBAS-SNI”)

**Partner1** (full name of home institution of project leader)  
legal address of Partner 1

(hereafter referred to as “PARTNER1” (= acronym))

and

**Partner2**  
legal address of Partner 2

(hereafter referred to as “PARTNER2” (= acronym))

and

the industrial partner

**Company**  
legal address of company

(hereafter referred to as “INDUSTRYPARTNER”)

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

---

---

**PREAMBLE**

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 (SNI), hereinafter referred to as *UNIBAS-SNI*.

Under the lead of the project leader (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 “Argovia-Projects”, which are collaborative projects between Academia (University of Basel, Paul Scherrer Institute, Fachhochschule Norwestschweiz) 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 agreement (hereafter PROJECT AGREEMENT) regulates the the relationship between the UNIBAS-SNI and the PARTIES.

ACCESSORY AGREEMENT      agreement by all PARTIES related to the collaboration within the SNI-ARGOVIA framework.

## 1. TERM of AGREEMENT

The PARTIES have been granted the Argovia project **ACRONYM** that starts on **1<sup>st</sup> January 201X** to nominally run for one year till **31<sup>st</sup> December 201X**. This Agreement shall therefore become effective as of **1<sup>st</sup> January 201X**. Funding is scheduled for one year and this Agreement remains in effect for one **year**.

## 2. PROJECT

The PARTIES agree to carry out their 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 undertake to make all reasonable efforts at the same degree of diligence usually applied to own projects of similar importance.

## 3. STRUCTURE of the COLLABORATION

- a) The **ACRONYM-PROJECT** will be managed by the PROJECT LEADER.
- b) 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.
- c) The PARTIES acknowledge that funding can only be transferred, once the an accessory agreement (hereinafter: ACCESSORY AGREEMENT) between all participants has been received by the UNIBAS-SNI-secretary 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 **30 June 201X**. **The PARTIES hereby acknowledge that if the UNIBAS-SNI-office should not receive the ACCESSORIES AGREEMENT on time, the project will be removed from list of Argovia projects and be terminated immediately.** The project can, however, be submitted to a follow-up call.
- d) The PARTIES agree to build their ACCESSORY AGREEMENT on the template which has been drafted and agreed upon by the University of Basel, FHNW and PSI, forming a solid basis. The PARTIES agree to use their best efforts to keep required changes at a minor level. The ACCESSORIES 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 ect. and cost-sharing of the PARTIES for their application, maintenance, and termination.
  - Definition of publication rights and procedures
  - Definition of confidentiality clause
- e) 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 Board. A new or amending budget shall then be requested.

## 4. Reporting

- a) 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 workplan 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.).

- b) 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.
- d) c) The PARTIES are obliged to present the PROJECT at the annual meeting (Nanotechday) in either written (poster) or oral (talk) form UNIBAS-SNI will ask the PROJECT LEADER for an unclassified project presentation, preferably in powerpoint formate. **INDUSTRYPARTNER** shall ensure that UNIBAS-SNI can use such presentation for conferences and public events.

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

- a) **INDUSTRYPARTNER** shall provide the other PARTIES with all data and information necessary to establish the scientific reports according to and necessary for activities within the Swiss Nanoscience Institute. In particular, **INDUSTRYPARTNER** shall state his/her own financial contribution (in-kind or cash) to the **ACRONYM-PROJECT** and comment on the economic effectiveness of this funding.
- b) Although not mandatory, UNIBAS-SNI highly welcomes **INDUSTRYPARTNER** to be present at the annual Nanotechday.
- c) **INDUSTRYPARTNER** 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 **INDUSTRYPARTNER**.

**6. FINANCIAL CONTRIBUTIONS**

- a) The financial contribution of the **ACRONYM-PROJECT** amounts to **CHF \_\_\_'\_\_\_.-**. This subsidy is received and managed by Xxx (or YYY).
- b) The financial controlling / reporting has to be undertaken by the University of Basel, if the PROJECT LEADER is an employee of the University of Basel.
- c) In order to release the financial contribution, the following is needed:
  - (i) an updated finalized Budget sheet, signed by the PROJECT LEADER;
  - (ii) this duly signed **UNIBAS-SNI-ARGOVIA PROJECT AGREEMENT** (Projektvereinbarung)
  - (iii) the duly signed **ACCESSORY AGREEMENT** (Verwertungsvertrag) complying to the provision set forth in (3d)

Items (i) and (ii) must be received by the UNIBAS-SNI-office no later than **31<sup>st</sup> Dec. 201(X-1)**. Item (iii) must be received by the UNIBAS-SNI office **no later than 30. June 201X**.
- d) Provided the financial controlling / reporting is undertaken by a PARTY other than the University of Basel, the following applies: subject to the completion of (6c), Partner1 / Partner 2 ... will invoice the actual incurred expenses to the UNIBAS-SNI office in regular intervals, either on a monthly or quarterly basis, submitting with the invoice the copies of the respective proofs of the expenses, salary sheets etc.

<p><b>on behalf of UNIVERSITY OF BASEL-SNI:</b></p> <p>Place: _____</p> <p>Date: _____</p>	<p>Place: _____</p> <p>Date: _____</p>
--	--

_____ Director SNI Prof. Dr. Ch. Schoenenberger	_____ (title) Name
<b>Partner 1</b> Place: _____ Date: _____ _____ title) Name	_____ (title) Name
<b>Partner 2</b> Place: _____ Date: _____ _____ (Signature) Name	_____ (Signature) Name
<b>INDUSTRYPARTNER</b> Place: _____ Date: _____ _____ (Signature) Name	_____ (Signature) Name