**Collaboration Agreement**

**Important Notices**

This template is for collaborations between UNIFR and academic partners (no industry) and needs to be approved by the Technology Transfer Service, if you modify it, please, do so in track changes and submit the changes to the Technology Transfer Service for control.

It is understood that only the full agreement shall be binding, once signed.

The Agreement need to be signed by the rectorate and approval by the Knowledge and Technology Transfer Service is required. Please contact us at [techtransfer@unifr.ch](mailto:techtransfer@unifr.ch)

This Agreement (hereinafter referred to as **“Agreement”**) is entered by and between:

**Université de Fribourg**

Avenue Europe 20

1700 Fribourg

Switzerland

hereinafter referred to as

**“UniFR”**

and

*[Name and Address Academic Partner]*

represented by

*[Name and Title of signatories]*

hereinafter referred to as

**“Academic Partner”**,

whereby the parties to this Agreement are also hereinafter individually referred to as **“Party”** and collectively **“Parties”**.

**Preamble**

Whereas UniFR has developed significant expertise and background knowledge in *[insert: scientific domain]*, in particular in *[insert: project-specific expertise]*.

Whereas the Academic Partner has developed significant expertise and background knowledge in *[insert: scientific domain]*, in particular in *[insert: project-specific expertise]*.

Whereas UniFR through Prof *[insert: name]*, of the *[insert: department or institute]* *[optional, if funding was awarded to UniFR only:* (hereinafter the “**Principle Investigator**”)*]* and Academic Partner through Prof *[insert: name]*, of the *[insert: department or institute]* wish to collaborate *[optional:* and to co-develop specific solutions*]* in the field of *[insert: field]* (hereinafter the “**Field**”) as part of a project entitled “*[insert: project title]*” (hereinafter the “**Project**”) as described in Annex A hereto.

Whereas the Parties *[alternatively, if funding was awarded to UniFR only:* UniFR through the Principal Investigator*]* have *[has]* been awarded funding by *[insert: Funding Authority]* *[optional:* as part of its research program/ funding call “*[insert call/program]*” to conduct the Project, and

The Parties wish to set for their mutual understanding of the performance of their collaborative research, the publication of results, and their respective interests in any intellectual property arising from this collaboration.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby, the Parties hereto agree to the following terms and conditions:

**Article 1**

**Definitions**

For the purpose of the present Agreement, the following terms shall have the stated meanings:

|  |  |
| --- | --- |
|  |  |
| **Agreement** | means this agreement and its annexes. |
| **Background IP** | means all inventions, software, know-how, data, materials, methodologies, procedures, processes, tools, equipment and any works in which Intellectual Property Rights subsist of either Party that are in existence or developed prior to the Effective Date or that are invented or developed outside the Project governed by this Agreement. |
| **Confidential Information** | means any information, including without limitation, scientific findings, test results, technical data, trade secrets, know-how, research plans, product plans, patent applications, techniques, processes, developments and other information, as well as any and all business or financial information exchanged or transferred between the Parties in connection with the Project, and which is marked as confidential at the time of its disclosure by the Party who discloses the Confidential Information (the "**Disclosing Party**") to the other Party (the “**Receiving Party**”). If Confidential Information is disclosed orally or visually, it shall be reduced to writing and clearly marked as confidential by Disclosing Party within ten (10) calendar days of disclosure. |
| **Foreground IP** | means any result, research findings, data, materials any invention, original works of authorship, software (including source code), know-how, methodologies, procedures, processes, tools, equipment, developments, improvements, and more generally any Intellectual Property Rights, conceived and developed as part of the Work performed under this Agreement from its Effective Date by either Party or, as the case may be, by subcontractors tasked with the performance of certain works in accordance with Article 3 hereinunder. |
| *[optional: if finance was awarded]*  **Funding Authority** | means the body awarding the grant for the Project. |
| *[optional: if finance was awarded]*  **Grant Agreement** | means the agreement signed between the Funding Autority and *[insert as appropriate:* UniFR *or* the Parties*]* for the performance of the Project. |
| **Intellectual Property Rights or « IPR »** | means, without limitation, any patent, copyright (including copyright in software), trademark, design right, utility models, trade secrets and other rights in know-how, database right, any equivalent right in any part of the world, registrable or not, and any application for registration of any such rights capable of registration in any part of the world. |
| **Project** | means the collaborative research project as described in Annex A, *[insert as appropriate: “Work Schedule”, “Funding Application”, “Description of Work” etc.]* |
| **Work** | means the development work to be performed under this Agreement from its Effective Date as set forth in Annex A (*[insert as appropriate: “Work Schedule”, “Funding Application”, “Description of Work” etc.]*). |

**Article 2**

**Statement of Work**

1. Each Party shall carry out the Work assigned to it according to Annex A in a professional and efficient manner, employing their best efforts. Each Party agrees to use all the scientific means, skills, useful resources and know-how in its possession to achieve the objectives and deadlines agreed between the Parties and outlined in Annex A hereto. The Parties shall perform the Work in compliance with all applicable laws, guidelines and/or standard operating procedures, and in compliance with the terms and conditions of this Agreement *[optional: if finance was awarded:* and the Grant Agreement.*]*
2. Each Party furthermore undertakes to entrust its assigned Work to an internal team with the appropriate level of expertise and experience and to choose skilled employees and/or collaborators to realize the obligations in a professional and timely manner and in accordance with the terms and conditions of this Agreement *[optional: if finance was awarded:* and the Grant Agreement.*]*.
3. The Parties shall inform each other on a regular basis about their respective performance of Work, as well as of any problem that has arisen or may arise. The Parties shall convene regularly in order to report on the progress, to discuss the ongoing Work, results and the Foreground IP and to consider mitigate strategies for potential risks for the Project or possible adaptations of the Work plan.
4. *[optional: if finance was awarded* The Project is governed by the terms of this Agreement and the Grant Agreement. In case of discrepancy between this Agreement and the Grant Agreement, the terms of the Grant Agreement shall prevail. *]*

**Article 3**

**Subcontracting**

1. Neither Party may subcontract or otherwise delegate all or any part of its obligations under this Agreement to a third party without the other Party’s explicit prior written consent.
2. In case a Party subcontracts all or any part of its assigned Work to a third party, said Party shall ensure that any potential subcontractor fully complies with the terms and conditions of this Agreement *[ optional:* and the Grant Agreement*]* .
3. For avoidance of doubt, the subcontracting Party shall be fully responsible and will be held liable towards the other Party for all subcontracted Work and for the actions and/or omissions of its subcontractor(s) in respect of such subcontracted Work.

**Article 4**

**Project Finance**

***Option 1:*** *no financial consideration between the Parties (no external funding)*

1. No obligation, financial or other compensation shall be due between the Parties under this Agreement, unless expressly agreed herein.
2. Each Party shall employ appropriate financial resources to finance its performance of the Work assigned to it.

***Option 2:*** *Project funded by Funding Authority*

1. Project finance provided by the Funding Authority shall be allocated and distributed between the Parties as detailed the in Annex B, *[insert as appropriate: “Budget”, “Project Finance”, …]*.
2. The Parties will be funded in accordance with the terms of the Grant Agreement for tasks carried out in their performance the Project.

**Article 5**

**Confidentiality**

1. In the course of the performance of the Project, the Parties may disclose each other certain Confidential Information.
2. The Receiving Party agrees to use the Confidential Information solely for the purpose of performing Work under this Agreement and, in the absence of explicit prior written consent of the Disclosing Party, for no other purpose.
3. The Receiving Party shall apply the same degree of care with regard to the Confidential Information received from the Disclosing Party as with its own confidential and/or proprietary information, but in no case less than reasonable care.
4. The Receiving Party and its directors, officers, employees, collaborators, subcontractors or other persons who have a need to know the Confidential Information (the “**Representatives**”) shall hold the Confidential Information in strict confidence and shall not, without the Disclosing Party's explicit prior written consent, disclose or release the Confidential Information in whole or in part to either (i) persons within the Receiving Party not having a legitimate need to know, or (ii) persons outside the Receiving Party and/or any other third parties.
5. A Party’s Representatives must be required to act in compliance with the provisions of this Agreement before any disclosure or release is made to such Representative and the Receiving Party shall remain responsible for any breach of the confidentiality obligations by any of its Representatives.
6. The confidentiality obligations shall not apply if and to the extent that the Confidential Information:
7. was known to the Receiving Party prior to its receipt, provided that such information is not known to the Receiving Party to be subject to any confidentiality obligations;
8. is or becomes part of the public domain other than as a result of a disclosure by the Receiving Party or its Representatives,
9. is rightfully disclosed to the Receiving Party by a third party without restrictions, provided that the Receiving Party reasonably believes that such source is not bound by any confidentiality obligations;
10. is independently developed by the Receiving Party without access to the Confidential Information as the Receiving Party can demonstrate by means of written evidence; or
11. is required by law or regulatory authority to be disclosed.

The Receiving Party shall bear the burden of proof if it invokes any of these exceptions.

1. Upon the Disclosing Party’s written request the Receiving Party shall immediately return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information.
2. The Receiving Party shall notify the Disclosing Party immediately upon discovery any unauthorized use or disclosure of the Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement and will cooperate to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.
3. The confidentiality provisions shall remain in full force and effect during the term of this Agreement and for a 5 (five) year period starting from the termination of this Agreement, except for trade secrets, which have been clearly identified by the Disclosing Party, and which must be kept confidential at all times as long as such trade secrets are protected under applicable law.

**Article 6**

**Intellectual Property Rights**

***Option 1:*** *each Party owns its results (e.g. for cases without financial consideration between the Parties and no external funding),*

1. Each Party shall remain the owner of its respective Background IP.
2. Each Party agrees to disclose its relevant Background IP and allows the use of such relevant Background IP by the other Party on a royalty-free and no-exclusive basis, only to the extent that such disclosure and use is necessary for the purpose of performing this Project as outlined in Annex A.
3. Any prior contractual obligation, which may restrict or prevent the legitimate use of a Party’s Background IP for the purpose of performing this Project must be clearly identified to the other Party, which may subsequently decide to exclude such Background IP from the Project.
4. Access to the other Party’s Background IP for any other purpose than the performance of this Project is subject to separate written agreement between the Parties.
5. Foreground IP is owned by the Party that generates or obtains it.
6. Each Party shall be entitled to use, protect, and exploit its own Foreground IP as it sees fit, without requiring consent of the other Party.
7. *[optional:* Each Party shall be entitled to use the other Party’s Foreground IP for non-commercial research and teaching activities only. Neither Party may use the other Party’s Foreground IP in the context of *please chose* third party collaborations *or* collaboration with non-academic third parties without the explicit prior written consent of the other Party. *]*
8. Joint ownership of Foreground IP is established if both Parties (the “**Joint Owners**”) generate results exercising common intellectual and technical effort.
9. In case of patent applications, ownership shall be based on the inventive contributions of the generating Parties’ employees.
10. In case joint ownership of protectable Foreground IP is established, the Joint Owners shall agree on all protection measures, division of related cost and commercial use and exploitation rights as part of a separate Joint Management Agreement.
11. The Joint Owners shall be entitled to use their jointly owned Foreground IP for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other Joint Owners.

***Option 2****: all results jointly owned, (e.g. if due to the nature of the Project it is difficult or impossible to discern results of the Parties, as they are inherently linked)*

1. Each Party shall remain the owner of its respective Background IP.
2. Each Party agrees to disclose its relevant Background IP and allows the use of such relevant Background IP by the other Party on a royalty-free and no-exclusive basis, only to the extent that such disclosure and use is necessary for the purpose of performing this Project as outlined in Annex A.
3. Any prior contractual obligation, which may restrict or prevent the legitimate use of a Party’s Background IP for the purpose of performing this Project must be clearly identified to the other Party, which may subsequently decide to exclude such Background IP from the Project
4. Access to the other Party’s Background IP for any other purpose than the performance of this Project is subject to separate written agreement between the Parties.
5. Any and all Foreground IP generated or obtained as a result of each Party’s individual, or the Parties’ joint performance of the Project shall be jointly owned by the Parties (the “**Joint Owners**”).
6. In case of patent applications, ownership shall be based on the inventive contributions of the generating Parties’ employees.
7. For jointly owned Foreground IP, the Joint Owners shall agree on all protection measures, division of related cost and commercial use and exploitation rights as part of a separate Joint Management Agreement.
8. The Joint Owners shall be entitled to use their jointly owned Foreground IP for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other Joint Owners.
9. Unless otherwise agreed between the Joint Owners as part of the Joint Management Agreement:
10. each Joint Owner shall be entitled to exploit the jointly owned Foreground IP and to grant non-exclusive licenses to third parties, without any right to grant sub-licences;
11. a Joint Owner may grant an exclusive licence to Joint Foreground IP subject to the other Joint Owner’s prior written consent and subject to prior mutual agreement of a fair and reasonable compensation for the other Joint Owner.

***Option 3:*** *UniFR owns results, revenues from commercialisation are shared (e.g. if UniFR receives the entirety or major share of the funding, or if UniFR is the Party responsible for commercialisation of the results according to the Grant Agreement/Project proposal)*

1. Each Party shall remain the owner of its respective Background IP.
2. Each Party agrees to disclose its relevant Background IP and allows the use of such relevant Background IP by the other Party on a royalty-free and no-exclusive basis, to the extent that such use is necessary for the purpose of the performing the Project and/or for the subsequent further use, including commercial exploitation of the Foreground IP through UniFR.
3. In case such Background IP is subject to prior contractual obligations, each Party must clearly identify such obligations to the other Party, which may decide subsequently to exclude such Background IP from the Project.
4. UniFR *[insert as appropriate, e.g.:* through the Principal Investigator has secured the funding for the Project and is the main beneficiary of the grant awarded by the Funding Authority*, or* shall be the Party responsible for the valorisation of the Foreground IP*, or* is the leading Party of this collaboration, directing the Work under the Project, *or other description of the arrangement]*. In recognition of this, the Academic Partner hereby assigns to the fullest extent possible all and any of its rights in the results generated or obtained during the performance of the Project to UniFR, including all Intellectual Property Rights, title and interest in and to any Foreground IP created within the scope of the Project and acknowledges and agrees that such Foreground IP is the sole and exclusive property of UniFR.
5. The Academic Partner furthermore transfers to UniFR all exclusive rights of exploitation relating to the Foreground IP and expressly authorizes the creation of derivative works and improvements of Foreground IP, which may be modified accordingly.
6. The Academic Partner shall, at UniFR’s request and expense, execute any such documents and perform any such acts as UniFR may deem necessary in order to confirm all right, title and interest throughout the world, in and to any Foreground IP and any other Intellectual Property Right which has been transferred to UniFR by the Academic Partner. The Academic Partner shall furthermore assist UniFR in procuring, maintaining, enforcing and defending patents, copyrights and other Intellectual Property Rights and titles throughout the world on any such Foreground IP.
7. The Academic Partner agrees to maintain adequate and regularly updated written documentation in such format as may be specified by UniFR of any conception or development of any Foreground IP and all such written documentation will be available to and remain the sole property of UniFR.

**Article 7**

**Publications**

1. In line with normal academic practice, UniFR and/or the Academic Partner shall be permitted to publish results arising from the Project, subject to Article 5 (Confidentiality) and to the procedures laid down under this Article 5.
2. If a Party wishes to publish any results generated under the Project (the “**Publishing Party**”), it must submit a proposed publication, including, but not limited to, scientific publications, patent applications and non-confidential presentations, to the other Party (the “**Reviewing Party**”) for review at least thirty (30) days before submission for publication or before presentation at a conference, as the case may be.
3. The Parties may jointly publish results generated under the Project, in which case either Party is considered a Publishing Party and a Reviewing Party.
4. The Reviewing Party may require the deletion of Confidential Information or that Confidential Information is disguised to the satisfaction of the Reviewing Party within fifteen (15) days from receiving the proposed publication. If an objection is raised, the Parties shall promptly convene to decide on acceptable amendments to the proposed publication.
5. If the Reviewing Party wishes that a patent application should be filed on the results contained in the proposed publication, the Reviewing Party may require that the date of publication shall be postponed for a maximum of five (5) months from the date of first submission of the proposed publication to the Reviewing Party, in order to allow for the filing of a patent application in advance of publication.
6. Notification of the requirement for delay in publication must be received by the publishing Party within fifteen (15) days after submission of the proposed publication to the Reviewing Party, failing which the Publishing Party shall be free to assume that the Reviewing Party has no objection to the proposed publication.
7. Each Party agrees that any publication in a scientific/academic journal shall give due acknowledgement to the financial and/or intellectual contribution of employees, students and/or agents of the other Party in line with standard scientific practice.

**Article 8**

**Warranties**

1. Each Party undertakes:
2. not to use knowingly any proprietary rights of a third party for which such Party has not acquired the corresponding right of use and/or to grant licenses;
3. not to disclose to the other Party any information which to its knowledge is the secret, confidential or proprietary information of any third party;
4. to act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Party and in accordance with good business ethics;
5. *[optional and advisable if UniFR has reporting obligations towards the Funding Authority:* to co-operative with each other and provide each other with all assistance necessary to ensure compliance with the terms of the Grant Agreement.*]*
6. *[optional and advisable if UniFR has reporting obligations towards the Funding Authority:* to notify the other Party promptly of any delay in performance of the Work assigned to it, or of any event that may impact the timely performance of the Project; *]*
7. *[optional and advisable if the Grant Agreement was only signed by UniFR, but not the other Party:* Each Party warrants that it is not party to any agreement or undertaking which would prevent it from fulfilling its obligations under this Agreement.*]*
8. Except as explicitly stated in this Agreement, the Parties 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 the Foreground IP generated in their performance of the Project.

**Article 9**

**Liabilities**

1. The Parties shall be liable towards each other in case of gross negligence, wilful misconduct or breach of the Confidentiality provisions under Article 5 only.
2. Each Party agrees to indemnify and hold the other Party harmless from and against any third-party claims, loss, expenses, cost (including reasonable attorney fees) relating to or resulting from its own gross negligence or wilful misconduct; or its breach of the Confidentiality provisions under Article 5.
3. Each Party shall be liable, in accordance with the applicable legal regulations, for any damage caused by itself or its staff to third parties as a result of the performance of this Agreement.
4. 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.

**Article 10**

**Term and Termination**

1. This Agreement shall come into force as of the date of its last signature *[optional, if Agreement linked to a Grant Agreement:* but shall then have effect as from the date of coming into force of the Grant Agreement*]* and shall thereafter continue in full force and effect until completion of the Project under this Agreement *[alternatively, if Agreement linked to a Grant Agreement:* under the Grant Agreement*]*.
2. *Option 1: if funding awarded under Grant Agreement:*

No Party shall be entitled to withdraw from or to terminate this Agreement and/or its participation in the Project unless it has obtained the prior written consent of the Funding Authority and the other Party.

*Option 2: no funding awarded, no financial consideration between the Parties:*

Either Party may withdraw from or terminate this Agreement by giving six (6) months prior written notice to the other Party, unless a different notice period has been mutually agreed between the Parties in writing.

1. A Party shall not by withdrawal or termination be relieved from any of its obligations under this Agreement *[optional:* and the Grant Agreement*]*, which are intended to survive such event, or from any of its obligations or liabilities arising out of such withdrawal or termination.
2. If one of the Parties does not fulfil the obligations for which it is responsible under this Agreement *[optional:* and the Grant Agreement*]*, the other Party shall be entitled, by registered mail signed by their respective representatives, to call upon the defaulting Party to comply and shall fix a term of at least two (2) months to remedy such breach. If, at the expiration of this term, the defaulting Party has not fulfilled the above-mentioned obligations, the other Party will have the right to terminate this Agreement by giving one (1) month prior written notice.

**Article 8**

**Jurisdiction and applicable law**

1. This Agreement is subject to Swiss law under exclusion of the regulations in international private law.
2. In the event of a dispute, controversy or claim (the "**Dispute**"), arising out or in connection with this Agreement or any of its subsequent amendments, including any question regarding its existence, validity or termination, the Parties shall use their best endeavors to solve such Dispute amicably within a period of two (2) months.
3. In case the Parties cannot reach agreement within said two (2) months period, any such Dispute shall be submitted to the exclusive competence of the courts of Fribourg, Switzerland, unless otherwise agreed between the Parties.

**Article 7**

**Notices**

All notices with respect to this Agreement shall be sent to:

For **UniFR:**

* Notices concerning contractual matters:

Dr Valeria Mozzetti

[techtransfe@unifr.ch](mailto:techtransfe@unifr.ch)

+41 26 300 65 00

Knowledge and Technology Transfer - Industrial Relations

University de Fribourg

Chemin du Musée 9

1700 Fribourg

* Notices concerning scientific matters:

Prof *[insert name and contact details]*

For the **Academic Partner:**

* Notices concerning contractual matters:

*[insert name and contact details]*

* Notices concerning scientific matters:

Prof *[insert name and contact details]*

**Article 8**

**Miscellaneous**

1. **Entire Agreement**. The present Agreement constitutes the entire understanding between the Parties and supersedes all other agreements, arrangements and understandings, written or oral, between the Parties.
2. **Amendments.** This Agreement may be modified by written amendment signed by both Parties only.
3. **Assignment.** Neither Party shall assign or transfer any of its rights, duties or obligations under this Agreement or arising out of this Agreement to any third party, without the prior written consent of the other Party *[ if funding provided by Funding Authority:* and the Funding Authority*]*.
4. **Severability**: Should any provision of this Agreement be or become invalid or unenforceable or should this Agreement be terminated, for whatever reason, the provisions which by their nature or by intent of the Parties must continue to remain in force after the end of the Agreement will remain in force.
5. **Relationship between the Parties**. Neither Party is authorized or empowered to act as agent of the other Party for any purpose and shall not incur any debts or enter into any contract, warranty, or representation as to any matter on behalf of the other. Neither Party shall be bound by the acts or the conduct of the other Party. Nothing in this Agreement shall be deemed to create an agency, joint-venture or employer-employee relationship between the Parties. The Parties acknowledge explicitly that they do not form a "simple partnership" in the sense of art. 530ff of the "Code des obligations Suisse".
6. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing and delivering one or more counterparts.

This Agreement may be validly signed by wet ink, Facsimile or electronically scanned signatures.

--- *Signature page follows* ---

This Agreement may be executed in counterparts. Facsimile and electronically scanned signatures on this Agreement shall be binding on the Parties. The agreement is duly signed by the authorized representatives of the Parties hereto:

|  |  |
| --- | --- |
| **For UniFR**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Rector for agreements above 50’000 CHF*  *Vice-Rector for agreement below 50’000 CHF]*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Place, Date)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Name, Title]*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Place, Date) | **For Academic Partner**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Name, Title]*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Place, Date)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Name, Title]*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Place, Date) |

**Annex A**: *[insert as appropriate: “Work Schedule”, “Funding Application”, “Description of Work” etc.]*

**Annex B:**  *[insert as appropriate: Budget, Project Finance, etc]*

*[for Innosuisse Projects if UniFR is the main research Partner and gets the financing]*

**Allocation/composition of project costs**

The financial contribution of the funding organization of *[insert amount]* CHF goes to the UniFR and is administered by UniFR.

The UniFR remunerates the services of the Academic Partner with an amount of CHF *[insert amount].*

The payment covers all services necessary for the fulfilment of the agreement. The remuneration covers in particular the costs for the transfer of rights, for the documentation and material as well as all expenses, secretarial services, all social security contributions and other insurance contributions for accident, sickness, disability and death as well as all other duties (e.g. any value added taxes).

The payment is made on the understanding that the contribution of the Funding Authority will be paid to UniFR as planned.

**Payment methods**

Academic Partner will invoice as follows:

*[insert amount]* CHF after the 2nd payment has been made by Innosuisse.

If for any reason the last payment by Innosuisse is not made, the Parties will negotiate the amount of the repayment to be made to UniFR. The payment will be made within 30 days. Invoices are to be sent to:

*[The third party responsible of UNiFR finances with reference to the Innosuisse project and Professor involved.]*