

PARTNERSHIP AGREEMENT
in the framework of EC-Contract PIOF-GA-2011-303172

between
LINKOPINGS UNIVERSITET, KINGDOM OF SWEDEN,
and
SAINT-PETERSBURG UNIVERSITY, RUSSIAN FEDERATION

Linkopings Universitet, hereinafter referred to as the “Coordinator”, represented by Registrar ~~Johan Åkerman~~, acting under the proxy № LiU-2012-01016 issued 31/05/2012,
and *Kent Waltersson*

Federal State Budgetary Educational Institution of Higher Professional Education “Saint-Petersburg State University”, hereinafter referred to as the “SPbU”, represented by Vice-Rector for Research Nikolay Skvortsov, acting under the proxy № 28-21-163 issued 26/12/2011,

hereinafter referred to together as the “Parties” and solely to as the “Party”,

within the European Seventh People Work Programme (call identifier FP7-PEOPLE-2011-IOF), the Coordinator has concluded contract № 303172 (hereinafter referred to as the "Contract") with the Research Executive Agency concerning Marie Curie Action – International Outgoing Fellowship for the implementation of the project entitled “B-Reactable: multimodal tabletop system for collaborative physiology monitoring and training”, hereinafter referred to as the "Project",

based upon Regulation (EC) № 1906/2006 of the European Parliament and of the Council of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme,

hereby agree upon the following terms of cooperation during joint realization of the project under the Contract.

1. General provisions

- 1.1. In accordance with the Contract, Dr. Aleksander Väljamäe (hereinafter referred to as the “Researcher”), during full 12 calendar months (hereinafter referred to as the “Secondment period”) shall perform the project as described in Annex I of the Contract as an employee of SPbU.
- 1.2. The date of start of the Secondment period coincides the date when the present agreement shall become effective in accordance with p. 7.1 of the present agreement.

2. Obligations

- 2.1. The Coordinator shall be responsible for monitoring fulfilment of obligations by the Researcher, collecting and submitting reports and other paperwork (including financial statements and related certifications) to the European Commission, as well as executing of financial tasks.
- 2.2. The Coordinator shall promptly notify SPbU about the date and the amount transferred to SPbU bank account in accordance with article 3 of the present agreement, providing the relevant references.

- 2.3. Throughout the Secondment period SPbU shall provide the Researcher with free-of-charge access to infrastructure, equipment and materials for implementing the Project. Besides SPbU will ensure that throughout the Secondment period, the Researcher will have all the rights of SPbU's employee and assurance of labour standards set in SPbU. SPbU will provide reasonable assistance to the Researcher in all administrative procedures required for successful Project implementation, including visa and work permission issues.
- 2.4. SPbU with the consent of the Coordinator shall designate a supervisor for the research activities of the Researcher during the Secondment period.
- 2.5. SPbU will provide the Coordinator with a justification of costs related to the implementation of the present agreement within 30 days after receiving of correspondent written request from the Coordinator. The final report on expenses of SPbU related to the implementation of the present agreement will be provided within 20 days after the end of the Secondment period according to the instructions given by the Coordinator.
- 2.6. The Parties undertake to notify each other promptly of any event that may impact the Project implementation.

3. Financing and payments

- 3.1. In consideration of SPbU expenses related to the implementation of the present agreement the Coordinator shall pay to SPbU an amount of € 101 315,40 including:
 - 3.1.1. € 81 484,20 for the Researcher's monthly allowance (including insurance contributions paid by SPbU in accordance with the Russian legislation);
 - 3.1.2. € 9 600,00 for other Researcher's expenses (training expenses) related to the Project implementation during the Secondment period;
 - 3.1.3. € 10 231,20 for SPbU's overheads related to the Project implementation during the Secondment period.
- 3.2. An amounts indicated in p.p. 3.1.1 and 3.1.2 of the present agreement will be paid by the Coordinator in favour of SPbU in six equal shares (of € 15 180,70 consisting of € 13 580,70 from amount indicated in p. 3.1.1 and € 1600,00 from amount indicated in p. 3.1.2) according to the following schedule:
 - 3.2.1. within 60 days following the date of start of the Secondment period;
 - 3.2.2. 10 days prior to 3rd month from the date of start of the Secondment period;
 - 3.2.3. 10 days prior to 5th month from the date of start of the Secondment period;
 - 3.2.4. 10 days prior to 7th month from the date of start of the Secondment period;
 - 3.2.5. 10 days prior to 9th month from the date of start of the Secondment period;
 - 3.2.6. 10 days prior to 11th month from the date of start of the Secondment period.
- 3.3. The final payment of € 10 231,20 containing the contribution to overheads will be made by the Coordinator in favour of SPbU within 45 days after the Coordinator have received the final payment from the Research Executive Agency.
- 3.4. Payments in accordance with p.p. 3.1-3.3 of the present agreement will be made by the Coordinator to SPbU's transit account in Euro:

Recipient name: Saint-Petersburg State University
Recipient address: Universitetskaya nab., 7/9, St.-Petersburg, 199034, Russia
Account number: 40503978139040000008
Bank name: JSC VTB BANK (OPERU BRANCH)
Bank address: B. Morskaya Str., 30, A, St.-Petersburg, 190000, Russia

SWIFT: VTBRRUM2NWR

- 3.5. SPbU will perform the selling of the means indicated in p. 3.1.1 and received to its transit account in Euro in accordance with p. 3.2 of the present agreement in corpore (€ 15 180,70) within 15 days on every amount receiving (at the exchange rate stated by the Central Bank of the Russian Federation on the date of exchange).
- 3.6. SPbU guarantees that the Researcher will obtain total monthly allowance during the Secondment period which should be not less than the means received by SPbU in accordance with the procedure described in p. 3.5 of the present agreement after deduction of related insurance contributions paid by SPbU in accordance with the Russian legislation.
- 3.7. The means indicated in p. 3.1.2 of the present agreement shall be spend by SPbU during the Secondment period according to the running needs of the Project based on the Researcher's request approved by the supervisor (designated in accordance with the p. 2.4 of the present agreement).

4. Intellectual property rights

- 4.1. The terms of the present agreement do not affect rights of Parties in respect of any information, results, technology, confidential know-how or other intellectual property generated by a Party prior to or outside the scope of this agreement (hereinafter referred to as the "Background Knowledge"). Herewith Background Knowledge will be treated by the other Party as Confidential Information according to article 5.
- 4.2. Each Party grants to the other a time limited non-exclusive non-transferable, non-commercial free license (without the right to sublicense) on the part of its Background Knowledge, necessary for the execution and for the time period of the Project. If access to Background Knowledge of a Party is necessary for the filing of a patent-application or valorisation of the knowledge generated in the scope of the Project by the other Party, such access, subject to any pre-existing contractual obligations to the contrary, shall be granted to the other Party under the conditions to be agreed upon in writing.
- 4.3. Any information, results, technology, confidential know-how or other intellectual property generated in the scope of the present agreement (hereinafter referred to as the "Foreground Knowledge") is owned by a Party that created or developed this knowledge or that accrued a relevant exploitation right in accordance with applicable law.
- 4.4. In the event that Foreground Knowledge is created or developed by Parties jointly, the Parties will in good faith, insofar as each may lawfully do so, reach agreement on the ownership of this Foreground Knowledge, taking into account their respective contributions to its creation. Where the Parties agree that it is not reasonably possible to distinguish their respective shares therein, such Foreground Knowledge shall be jointly owned between/amongst them and the Parties shall establish an agreement regarding the allocation and terms exercising that joint ownership. At the same time each Party may use results of the other unrestrictedly for non-commercial scientific purposes (research and teaching) free of charge.
- 4.5. If the research carried out under the Project is successful and leads to results suitable for commercial use, the Parties will negotiate a new agreement specifying a fair and just royalty.

5. Confidential information

- 5.1. The Parties agreed that all information shall be confidential which is marked or otherwise designated in writing as "confidential" or "proprietary" or being orally disclosed is reduced in

writing and marked as “confidential” within 30 days after its disclosure (hereinafter referred to as the “Confidential Information”).

- 5.2. No Party will either during the implementation or for 2 years after the end of the present agreement, disclose to any third party, nor use for any purpose except carrying out the Project, any of the other Party’s Confidential Information.
- 5.3. No Party will be in breach of its confidentiality obligations if the Confidential Information
 - 5.3.1. is generally available to the public at the time of its disclosure; or
 - 5.3.2. is known to the Party making the disclosure before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party; or
 - 5.3.3. become publicly known without any breach of the present agreement or any other undertaking to keep it confidential; or
 - 5.3.4. has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party; or
 - 5.3.5. is developed by the Party making the disclosure independently and without use of the Confidential Information of the other Party; or
 - 5.3.6. is disclosed pursuant to the requirement of any law or the order of any court of competent jurisdiction, and the Party required to make that disclosure has informed the other, within a reasonable time after being required, of the requirement and the information required to be disclosed; or
 - 5.3.7. is approved for release in writing by an authorized representative of the other Party.
- 5.4. The Parties shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the of the present agreement and / or after the termination of employment.

6. Academic publication

- 6.1. Dissemination activities related to the Project including but not restricted to publications and presentations (hereinafter referred to as the “Publication”) shall be governed by the procedure described in the present article.
- 6.2. Any planned Publication shall be submitted in writing to the other Party for review at least 45 days before the Publication. The reviewing Party could make an objection to the Publication in writing (hereinafter referred to as the “Objection”) within 30 days after receipt of the materials for review. If no Objection is made within the time limit stated above, the Publication is permitted.
- 6.3. The Objection is justified if the objecting Party’s legitimate academic or commercial interests are compromised by the Publication, or if the protection of the objecting Party’s Background or Foreground Knowledge is adversely affected. The Objection has to include a precise request for necessary modifications of Publication.
- 6.4. The objecting Party may also request the delay of the Publication if in the objecting Party’s opinion the delay is necessary in order to seek patent or similar protection to Foreground Knowledge. Any delay imposed on Publication shall not last longer than is reasonably necessary for the objecting Party to obtain the required protection; and shall not exceed 60 days from the date of receipt of the materials for review.
- 6.5. For the avoidance of doubt, a Party shall not publish any results referring to the intellectual property of the other Party, even if Parties own such intellectual property jointly, without the

other Party's prior written approval. In this case the mere absence of an Objection according p. 6.2. is not considered as an approval.

7. Duration and termination of the agreement

- 7.1. The present agreement shall become effective on the date indicated by the Parties in the Letter on Project launch also containing the information about the supervisor designated in accordance with p. 2.4 of the present agreement.
- 7.2. The present agreement shall be valid for a period of 2 years, with the exception of p. 5.2 valid for a period of 4 years.
- 7.3. The present agreement shall keep in force until complete fulfilment of all obligations undertaken by the Parties under the Contract and the present agreement, or until termination of the Contract.
- 7.4. The present agreement may be terminated by either Party at any time provided that the terminating Party gives written notice at least 90 days prior to termination of the present agreement. The present agreement ceases to be in force after the termination, whereas the Parties agree to complete the initialized activities.

8. Final provisions

- 8.1. In case the terms of the present agreement are in conflict with the terms of Contract, the terms of the latter shall prevail.
- 8.2. Shall any dispute or disagreement arise between the Parties connected with or concerning the present agreement, the Parties shall first try to resolve the dispute by negotiations. If the dispute is not resolved by such negotiations within 30 days since the dispute arose, the Parties shall be free to submit the dispute to a court of the respondent's place of business. The applicable law is the law of the country where the questionable commitment arose.
- 8.3. Each Party shall not use names and logos of the other Party without its prior consent, if not related directly to the performance of obligations under the present agreement, except as provided by law.
- 8.4. This agreement shall not be assigned by either Party without the prior written consent of the other Party.
- 8.5. Any changes or amendments to the present agreement shall be done in writing and signed by the authorized representatives of the Parties.
- 8.6. The present agreement is signed in three copies in English – one copy for each Party and one copy necessary to bring by Coordinator into the Research Executive Agency.

On behalf of
Linköpings Universitet



~~Johan Akerman~~ *Kent Waltersson*
Registrar **Kent Waltersson**
University Director

Date: *October 31 2012*

On behalf of
Saint-Petersburg University



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Nikolay Skvortsov
Vice-Rector for Research

Date: *October 8, 2012*

управление
Международных связей СПбГУ
98/2-04 - 031 - 012 - 001
Дата 09.11.2012 Регистратор *skv*