

**Co-operation Agreement**

*Between the Parties*

University of Copenhagen

CVR nr 29979812

Department: .....

Institute for Neuroscience and Pharmacology

Building: 33.3.....

Address:

PANUM Inst. Blegdamsvej 33,  
.....

Postal code/city:.

2200-Copenhagen N.....Denmark

("UC" or "Party")

and

Tabriz University of Medical Sciences

CVR nr

Department: Neuroscience Research  
Center.....

Address: Golghast St., Imam Reza Hospital, Dept. Neuroscience and  
Neurology.....

Postal code/city:.....Tabriz.....

Country: Iran  
.....

("TU" OR "PARTY")

**1 Definitions**

The following definitions apply to the present Agreement if not defined in the text:

The Agreement	The present document.
Background Knowledge	All information – including any result, regardless of form and regardless of whether it is or can be protected, and intellectual property rights derived thereof – which does not constitute New Knowledge. All information, including any result, is considered Background Knowledge unless it is evident from the circumstances that it is New Knowledge.
New Knowledge	All information – including any result, regardless of form and regardless of whether it is or can be protected and intellectual property rights derived thereof - (i) which originates from the Research Project, and (ii) which is generated by a person employed with and allocated by a Party to the Research Project.
Controlling Party	The Party who owns the relevant New Knowledge or who owns or controls the relevant Background Knowledge.
Joint New Knowledge	New Knowledge to which both Parties have contributed intellectually.
Materials	The physical matter described in clause 5 and unmodified descendants or derivatives from the physical matter.
Third Party	All legal entities and natural persons, except for the Parties.

**2 Introduction**

2.1 The Parties find that it will be of mutual scientific benefit to enter into a co-operation on a research project and have therefore agreed to enter the present Agreement.

### **3 Research Project**

- 3.1 The sole purpose of the co-operation is to \_\_carry on joint neuroscientific research projects\_\_\_\_\_ ("the Purpose"). With a view to implementing the Purpose, the Parties have described the contents of and the framework for the co-operation ("the Research Project") in Appendix 1.

### **4 Financing**

- 4.1 Each Party shall defray own costs in relation to the Research Project. If the Parties apply for and obtain external funding, additional agreements may be entered between the involved parties.

### **5 Materials**

- 5.1 In order to complete the Tasks, the Parties have agreed to exchange the following Materials:

UC will provide the following Materials to TU: \_\_scientific expertise and facilities\_\_\_\_\_

TU will provide the following Materials to UC: \_\_scientific expertise and facilities\_\_\_\_\_

The recipient will treat the Materials as Confidential Information, cf. clause 8.

### **6 Right of Ownership to Background Knowledge and to New Knowledge**

- 6.1 Background Knowledge is proprietary to the Controlling Party. The Parties grant to each other a royalty-free, non-exclusive license for the duration of the Research Project to use the Background Knowledge. The license is limited to use for research necessary for the completion of the Research Project.
- 6.2 The right of ownership to New Knowledge shall belong to the Party whose employees intellectually have generated the relevant New Knowledge.
- 6.3 The Parties are however each entitled to make scientific use of New Knowledge within any scientific field, free of charge. This use shall however not involve behaviour which is detrimental to a possible patent, including publication, unless the procedure under clause 9 is adopted.

### **7 Joint New Knowledge**

- 7.1 The right of ownership to Joint New Knowledge shall belong to the contributing Parties with undivided shares based on the employees' intellectual contributions.



- 7.2 Any disposal of the Joint New Knowledge, including commercial exploitation, transfer of one Party's undivided share or patenting, shall require agreement between the Parties.
- 7.3 Each Party is obligated to take the steps necessary to achieve Joint New Knowledge from the employees of the Party. This obligation is however limited to the New Knowledge comprised by and those powers which follow from the Act on inventions made at public research institutions ("Lov om opfindelser ved offentlige forskningsinstitutioner").

## **8 Confidentiality**

- 8.1 Confidential Information shall mean all information, know-how, research results, design of experiments, concepts, Materials and data, technical or non-technical, disclosed directly or indirectly by one Party to another in written form and clearly designated or marked as "Confidential" or, if communicated orally, is identified as "Confidential" at the time of disclosure or within 30 days in a written summary of the oral communication.
- 8.2 The Controlling Party shall supply the other Party with such Confidential Information, as it considers useful for the Research Project. The receiving Party is granted a license to use the Confidential Information to the extent necessary for the completion of the Research Project. Nothing in this Agreement shall or may be construed as granting either Party any right or license to the other Party's Confidential Information or to the Party's Background Knowledge.
- 8.3 Each Party agrees that it will not use any part of the Confidential Information supplied by the Controlling Party except for the Research Project described herein and it will keep Confidential Information, which the Party has received, secret and confidential, and that it shall not disclose any of it to any third party except to its employees and only to the extent necessary for such determination and under the same confidentiality and non-use obligations as herein contained.
- 8.4 The provision of clause 8.3 shall, however, not apply to any part of such Confidential Information which
- 1) is at present publicly known or hereafter becomes publicly known through no fault of the receiving Party;
  - 2) was already known to the receiving party on the date of disclosure by the Controlling Party provided that the receiving Party can adequately substantiate such prior knowledge by documentation;
  - 3) is disclosed by a third party which the receiving Party had reason to believe was entitled to disclose this information without any obligation of secrecy;

4) is independently developed by the receiving Party without the benefit of any disclosure by the Controlling party;

5) is undoubtedly not of a confidential nature.

8.5 Confidential Information which according to public law shall be passed on to a Third Party shall still be considered Confidential Information to the extent that this information is not subsequently made available to the public. The receiving Party shall as soon as possible inform the Controlling Party of the passing on of information mentioned here in order for the Controlling Party to be able to protect its interests to the greatest possible extent.

8.6 All obligations under this clause 8 ceases three (3) years after expiry of the Agreement. Upon termination or upon written request from the Controlling Party all Confidential Information shall be promptly returned to the Controlling Party.

## **9 Publication of New Knowledge**

9.1 The Controlling Party may already as a result of its right of ownership publish its New Knowledge. Publication of Joint New Knowledge shall basically be performed jointly by both Parties. If a Party does not wish to participate in the publication of Joint New Knowledge, the other Party may publish the Joint New Knowledge alone.

9.2 Publication as mentioned in clause 9.1 shall in all cases follow the instructions below:

1) The Party who plans the above publication shall in due time before any planned publication notify the other Party of the exact contents of such planned publication. The other Party may until 30 days after receipt of such notification demand that publication be postponed for up to three months as of the date of receipt of the above-mentioned notification if the Party substantiates that the postponement is important to the Party's ability to obtain intellectual property protection of its own New Knowledge or of Joint New Knowledge.

2) After the expiry of the four-month deadline, the right to publish is unconditional.

## **10 Transfer of the Agreement to Third Party**

10.1 The Parties cannot transfer their rights and obligations under this Agreement to a Third Party.



**11 Liability**

11.1 The Parties assume no liability towards each other in terms of results and are for example thus not responsible for lacking fulfilment of the Purpose. No Party can be made liable to pay unforeseen expenses in this respect.

11.2 The Parties are liable towards in accordance with the rules in Danish law. The obligation to pay damages does not include indirect losses, consequential damages, operational losses, lost profit or other consequential financial losses, including claims for damages from a Third Party. In addition, damages do not comprise losses which could not reasonably have been foreseen. The Parties' liability is under any circumstances and in all respects limited to a total amount of DKK 100,000.

**12 Duration and termination**

22/6/2013

22/6/2018

12.1 The Agreement becomes effective on the 22/6/2013, and expires on the \_\_\_\_\_.

12.2 In addition to this, the Agreement may be terminated by both Parties at a three-month notice to the end of a month.

**13 Breach**

13.1 If a Party materially breaches its obligations according to the Agreement, the other Party may terminate the Agreement with immediate effect.

13.2 The breaching Party shall pay any additional expenses incurred by the other Party as a direct consequence of the breach and the termination and which the other Party have no possibility of preventing. The provisions in the Agreement concerning liability in clause 11 apply.

**14 Clauses with longer duration**

14.1 Regardless of the ceasing of the Agreement in connection with expiry, termination or cancellation, all clauses still apply which explicitly based on their contents are assumed to apply after the ceasing of the Agreement.

**15 Venue and Choice of Law**

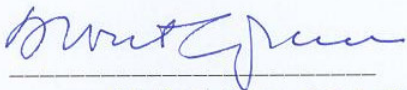
15.1 This Agreement shall be governed by Danish law. Any dispute between the Parties arising from this Agreement, including interpretation and application of the Agreement, and which cannot be settled out of court by negotiation between the Parties, shall - if possible in accordance with the Danish Administration of Justice Act § 225 and § 227 - be settled by the Danish Maritime and Commercial

Court (in Danish: "Sø- og Handelsretten"), as the court of first instance. Should said court decline, the dispute shall be tried by the City Court of Copenhagen as court of first instance.

**16 Signatures**

FOR UC

Date: 22/6/2013



Name: ALBERT GJEDDE

Title: Professor &  
Head of Department

FOR TU

Date: 22/6/2013



Name: Mehdi Farbandi

Title: prof. of Neurology  
Head of NSRC