

Affiliation Agreement

This agreement constitutes an appendix to the application form for the application for affiliation at Linköping University (LiU), which must be filled in and signed by authorized representatives from the Employer and LiU, and the applicant. By signing the application form, this agreement is also signed and the conditions herein are accepted.

This is a translation of the agreement for affiliation in Swedish. The Swedish version of the agreement is the version that applies, and should be attached to the signed application form.

Parties

1. Linköpings universitet, through the Department of Health, Medicine and Caring sciences (HMC), from here on called **LiU**
2. In the application form for affiliation specified employer [if applicable: org no xxxx-xxxxxx], from here on called the **Employer**

1 Background

In addition to education and research, LiU's mission as a state authority is to collaborate with the surrounding society. Collaboration means opportunities for knowledge exchange and the creation of strong research environments, which can strengthen the positions of the cooperating parties both nationally and internationally. By offering employees of the Employer the opportunity to be connected to LiU through affiliation, the collaboration is further deepened, and researchers can be stimulated to continue academic activities. Furthermore, affiliation with the university means better conditions for increased scientific publication and increased external research grants.

2 Aim

LiU and the Employer carry out research and education within the subject area specified in the application. The parties intend to collaborate by connecting the Affiliate to LiU through this affiliation agreement.

The collaboration that the affiliation entails contributes, among other things, to the development of research and education in the relevant field and to expand the university's and the Affiliate's contact network, which benefits everyone involved.

3 Agreement on affiliation within specified field

- 3.1 The parties agree that the applicant, according to the application for affiliation, referred to in this agreement as **the Affiliate**, shall be affiliated with LiU by being affiliated as a **researcher/professor** in the subject field specified in the application. The Affiliate is affiliated to LiU through the Department of Health, Medicine and Caring sciences (HMC).

- 3.2 The Affiliate is employed by the Employer. The Employer agrees that LiU connects the Affiliate to the university under the conditions set out in this agreement and applicable guidelines at LiU. The Employer acknowledges that the Affiliate is active at LiU in the specified field and that the Affiliate shall perform tasks within the frame of his employment with the Employer.
- 3.3 The Affiliate accepts to perform the tasks as an affiliate within the frame of the employment with the Employer.
- 3.4 The Affiliate accepts the affiliation and undertakes to follow decisions and applicable rules and directives that apply to employees at LiU for the activities conducted at LiU. Requirements for affiliation to the university is shown in applicable guidelines for affiliation. An affiliation is always unpaid. Through the affiliation, the affiliate agrees to collaborate with the university in various contexts.
- 3.5 An affiliate is not employed by the university and therefore cannot represent LiU with binding effect and may not perform tasks on LiU's behalf that involve the exercise of authority.
- 3.6 When affiliated, LiU's rules for the use of the university's brand must be applied, as well as other specific rules for how the affiliation must be stated in, for example, presentation materials and in e-mails.

4 Reimbursement etc.

- 4.1 There is no employment relationship between LiU and the Affiliate and LiU therefore has no employment law responsibility. No reimbursement is issued from LiU to the Affiliate or to the Employer for tasks that the Affiliate performs within the frame of the affiliation.
- 4.2 Tasks that the Affiliate performs within the frame of the affiliation must be performed within the frame of the Affiliate's employment with the Employer. The Employer is responsible for any compensation to the Affiliate within the regular salary.
- 4.3 LiU is not obliged to pay any compensation or reimbursement for costs incurred due to the affiliation. Reimbursement for travel costs or compensation for participation in various activities within the university can be issued by decision of the Head of Department as exceptions.

5 Access to Resources

The Affiliate is offered access to the following resources at LiU:

- Possibility to use certain research infrastructure available at the university.
- LiU-account
- Access to support by financial officers at the Department concerned and support from Grants and Program Offices in terms of grants managed by LiU.
- Possibility to apply for external research funds through the Department concerned.

6 Research and the rights to research results

- 6.1 When the Affiliate conducts research within the frame of the affiliation, this must be done with a clear connection to LiU and there must be a common interest and a common will amongst the parties to develop and deepen the research collaboration over a longer period of time.
- 6.2 Research that is conducted within the frame of the Affiliate's activities at LiU must be

carried out with LiU as the principal research organization, alone or together with another party. Research funds applied for within the frame of the affiliation must be applied for through the Department concerned with LiU as the recipient of the funds.

- 6.3 The affiliate is not to be considered as an employee of the university and is thus not covered by the teacher exemption in the Act (1949:345) on the rights to employee inventions or by the teacher exemption according to the practice for other forms of research results that applies to university employees.
- 6.4 The right to results that is generated by the Affiliate, alone or together with another, within the frame of the affiliation belongs to the rights holder according to law, custom and any collective agreements.
- 6.5 The Affiliate must, if this is not stated in a specific research agreement, inform LiU and other parties in research collaboration about the ownership rights that exist regarding results that the Affiliate generates.
- 6.6 When the Affiliate is involved in a research project with one or more other parties in addition to LiU, a research assignment- or a research collaboration agreement must be established.
- 6.7 For results that have been generated within the frame of the affiliation, the Employer and, where applicable, the Affiliate shall grant LiU an irrevocable, non-exclusive right (license) to freely use such results for non-commercial research, development and education. Such a right must also always be pursued when collaborating with third parties. The right shall include, among other things, teaching materials and course development materials generated in connection with the affiliation. In terms of teaching material, the license must cover both the production of copies, provision and transfer of copies as well as changes to the material.
- 6.8 Research material and official documents at LiU must be stored and archived at LiU where required by current legislation.

7 Publication

- 7.1 The intention of the parties is that all information and all research results generated within the frame of the Affiliate's activities at LiU shall be published in accordance with scientific practice and may be freely used in the education-, development- and research collaboration of the parties.
- 7.2 The parties are aware that conditions deviating from this may occur through specific agreement conditions in commissioned- and collaborative research agreements or through external funding bodies conditions. However, the parties shall, as far as possible, work to ensure that the common will of the parties in this agreement is also reflected in agreement terms with third parties.
- 7.3 In connection with the publication of results that have been generated within the frame of the Affiliate's activities at LiU, the Affiliate's connection to LiU must be clearly stated. Addresses for scientific publication must be given in accordance with the university's rules and the name of the Department concerned must be stated. All publications produced within the frame of the affiliation must be registered in LiU Electronic press (E-press).

8 Confidentiality

Agreement on confidentiality is reached in connection with entering into an agreement on commissioned or collaborative research.

9 Contract period

- 9.1 The decision on affiliation runs according to the time shown in the granted application and can be extended by a maximum of three years at a time. Negotiations between the parties on a possible extension must be entered no later than three months before the agreement expires.
- 9.2 The parties have the right to terminate the agreement and terminate the affiliation with immediate effect.
- 9.3 The agreement ceases to apply without prior notice if the Affiliate's employment with the Employer ends or if the Affiliate to any extent is employed by LiU. The Affiliate is responsible for immediately notifying the Head of Department concerned at LiU if this is the case.
- 9.4 When entering into this agreement, the Affiliate fulfills the conditions set in order to be connected to LiU as an affiliated **researcher/professor**. If the conditions for affiliation change or cease, the agreement shall immediately cease to apply without prior notice.

For Linköping University

Date and signature according to the application form.

For the Employer

Date and signature according to the application form.

Approval of application for affiliation

I have read and agree to this agreement and undertake to comply with what has been agreed between the parties regarding everything that concerns my rights and obligations under the agreement.

Date and signature according to the application form.