

Cooperation agreement

Writing agreements with external parties



**Karolinska
Institutet**

General advice regarding the contents of an agreement

One often necessary method of obtaining access to external expertise, channels or resources is to cooperate with companies or other external partners. With such cooperation, it is important to govern roles and responsibilities with an agreement. An agreement is a negotiated and often legal agreement between two or more parties. A typical agreement defines the give and take of a negotiation and specifies the lowest acceptable standard for performance.

One goal with an agreement is to anticipate possible problems and conflicts that the parties may encounter after the agreement has been signed. The formulation of a cooperation agreement must always be customised to the prevailing situation. The agreement shall contain guidelines for governing the rights and utilisation (present) and possible further development of the result (future).

Proposed items that both govern the rights and utilisation (present) and possible further development of the product (future)

Benämning på avtal: Title for the agreement: Specify a clear, descriptive title for the contents of the cooperation.

Parties: Clearly and specifically state who the parties are and the part they play in the agreement, i.e. party and counterparty. Specify the name, address and, if applicable, organisation number.

Agreement contents/Objective: This is where you establish how the parties' undertakings are governed, their background and intentions. The text shall be written so that an external party finds it easy to understand the implications of the agreement. It is also permitted to make reference to any attachments here.

Rights and obligations: This is where the text specifies the utilisation rights agreed upon by the parties, why it is beneficial to govern who is entitled to make use of the result of the cooperation and how. You may, for example, be entitled to utilise the result in your research and have the right to commercialise the result. This section can also include a specification of whether the agreement shall apply to further development of the result or not.

- Description of what the agreement involves.
- Terms and conditions.
- Possible compensation for use of the product by the counterparty.
- Possible compensation for work performed.
- Non-disclosure agreement.
- Exclusivity.
- Possible result that shall be produced.

Conditions for utilisation and sale of the product: This is where any rules and/or guidelines are specified on utilisation and sales of the product, for example disclaimer clauses.

Termination: The terms on which the agreement can be terminated and, if applicable, the termination period.

Disputes: How any disputes are to be solved, for example via arbitration.

Signature: Date, signature, page signature, one copy for each party. Write the agreement in bulleted paragraphs instead of consecutive text as this makes it easier to have an overview of contents. If there are attachments, make clear references to these in the agreement. Create one original of the agreement for each party. All parties shall sign all originals. You can also, for example, include the following text in the agreement: "This agreement is issued in x copies, with one copy for each party."

Glossary

CDA, NDA, CA, SA or PIA

Confidential disclosure agreement (CDA), is also referred to as Non-disclosure agreement (NDA), confidentiality agreement (CA), secrecy agreement (SA) or proprietary information agreement (PIA) – a non-disclosure agreement is a legal agreement between minimum two parties that describes confidential material, knowledge or information that the parties wish to share with each other, but with limited access for third parties. The parties agree not to hand out information covered by the agreement. A CDA creates a relationship of trust between the parties in order to protect all types of confidential information or business secrets.

There are two types of non-disclosure agreements, unilateral and mutual. A unilateral non-disclosure agreement is where one party commits not to disclose certain information to another. Most CDAs come under this definition. A mutual non-disclosure agreement is when both parties agree not to distribute information from the other party.

MTA = Material transfer agreement

An agreement that governs the transfer of significant research material between two organisations. An MTA defines the supplier's and recipient's rights in relation to the material. Typical material for transfer may be cell lines, plasmids, reagents and chemical substances. Factors frequently governed by such an agreement are ethical guidelines and whether the material may be utilised for clinical trials.

LOI = Letter of intent, term sheet

A statement of intent that describes the terms for a transaction and acts as an "agreement to reach an agreement" between two parties.

MOU = A memorandum of understanding

A statement of intent that describes an agreement between two or more parties, indicating a joint action plan. These are frequently used in situations where the parties do not have a legal commitment or in situations where the parties may not form a legally binding agreement. It provides a formal alternative to an informal agreement.

ROFR = Right of first refusal

ROFR or RFR) or first right of refusal, is a contract that entitles the holder to enter into a business transaction with the owner of an object according to specified terms before the owner is entitled to enter into a transaction with a third party. It is similar to a call option.



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