



**Karolinska
Institutet**

COLLABORATION AGREEMENT

21 August 2020

THIS COLLABORATION AGREEMENT IS MADE ON ~~DD-MM-YYYY~~, HEREINAFTER REFERRED TO AS THE "EFFECTIVE DATE"

between

the World Health Organization
20, Avenue Appia
1211 Geneva 27
Switzerland

(hereinafter referred to as "WHO")
on the one side

and

Karolinska Institutet
Nobels väg 6
171 77 Stockholm
Sweden

(hereinafter referred to as "Karolinska Institutet")
on the other side

hereinafter, jointly or individually, referred to as "Parties" or "Party" relating to the Collaboration, hereinafter referred to as the "Collaboration".

WHEREAS WHO is the United Nations agency for health, created with the objective of providing leadership on global health matters, shaping the health research agenda, setting norms and standards, articulating evidence-based policy options, providing technical support to countries and monitoring and assessing health trends;

WHEREAS Karolinska Institutet is one of the world's leading medical universities with the vision to advance knowledge about life and strive towards better health for all, aiming to be a leading actor in ongoing efforts to achieve the sustainable development goal that directly relates to health and well-being;

WHEREAS the Parties want to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in the subject of the translation of evidence to policy on emerging strategies and practices for the promotion of Universal Health Coverage ("UHC") in the context of the health systems of member states, particularly as it relates to strengthening the human dimensions of health systems in low and middle income countries and

WHEREAS, in order to achieve their shared goals and objectives, the Parties wish to establish the Collaboration as presented in the description contained in Schedule 1.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS

1. The Collaboration

1.1 The Parties shall work together to set up the Collaboration as described in Annex 1 attached hereto (hereinafter referred to as the "Collaboration"), which forms an integral part of this Agreement. The activities to be carried out by each Party under the Collaboration are also described in Annex 1.

1.2 The implementation of activities under the Collaboration by a Party is subject to that Party's applicable laws, regulations, rules and administrative practices, if any.

1.3 The Parties agree that for each collaborative project or commissioned research project, a separate sub-agreement ("Sub-agreement") , under the framework of this Collaboration Agreement, will be signed by the Parties to specify the terms of the co-operation, including but not limited to, the eventual funding of the project and intellectual property rights.

2. Funding

2.1 Each Party hereto shall be fully responsible for the funding of its activities under this Agreement, except as may otherwise expressly be agreed in this Agreement or in any Sub-agreement thereto. The implementation of each activity under the Collaboration is subject to prior written approval of both Parties and the availability of sufficient human and financial resources.

2.2 Any fund-raising for the Collaboration will be decided jointly by the Parties in advance and will be directed to governments, non-profit organizations and foundations. Any fund-raising from commercial entities or their foundations, or organizations funded mainly from commercial sources, shall be approved jointly by the Parties and will be made in accordance with the applicable laws, regulations, rules and administrative practices and policies of the Parties, if any, in order to avoid any perceived conflict of interests.

2.3 Each Party shall administer its funds in accordance with its own financial regulations, rules and its usual accounting principles and administrative practices. The accounts shall be subject to audit when so required by the Party's audit rules and procedures and a copy of the audit report may be sent to the other Party, upon request, as soon as it becomes available.

2.4 No transfer of funds between the Parties shall be made unless under an appropriate separate written Sub-agreement, to be negotiated in good faith between the Parties.

3. Copyright/Publications

3.1 Publications foreseen to be prepared under the Project are listed in Annex 1. Ownership of results including intellectual property rights resulting from collaborative

projects or commissioned research projects shall be agreed upon in a separate Sub-Agreement.

The Parties may prepare additional publications, unforeseen at the conclusion of this Agreement. Unless otherwise agreed by the Parties, publications shall be subject to the provisions here below.

3.2 Copyright of any work prepared by one of the Parties on its own under this Collaboration and not commissioned shall be vested in that Party, who may publish the work provided that the other Party has been given the opportunity to comment on the work and any references to that other Party before publication, which comments shall be given due consideration by the publishing party.

3.3 The copyright of each Party in copyright-protected work remains with the author. Authors shall always have the right to be fully acknowledged for their authorship. For publications resulting from commissioned research projects, WHO's publishing rights will be agreed upon in the separate Sub-Agreement.

3.4 Both Parties are committed to the dissemination of their research findings and aim to ensure the visibility of the collaborative effort in all publication and dissemination activities. Therefore, the collaboration of the Parties shall be duly acknowledged in any publication resulting from the Collaboration, unless a Party or an author does not wish to be associated with the publication. The wording of the acknowledgement shall be agreed between the Parties before publication. For the avoidance of doubt, the Collaboration shall not be acknowledged without both Parties' consent.

3.5 Authorship on publications will be based on academic standards and custom. In accordance with normal academic practice, all investigators and contributors to a publication will be acknowledged, always in compliance with recognized standards concerning publication and authorship, including the most recent "Recommendations for the Conduct, Reporting, Editing and Publications of Scholarly Work in Medical Journals" developed by the International Committee of Medical Journal Editors (ICMJE).

3.6 No publication or other work resulting from the Collaboration shall contain commercial advertising or be used for the promotion of any commercial product or service.

4. Communication

4.1 The Parties shall decide jointly in advance on any dissemination of information relating to the Collaboration.

5. Use of logo and promotional activities

5.1 A Party may not use the logo or trademark of the other Party unless that Party has given its prior approval in writing.

5.2 Without the prior written consent of the other Party, neither party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the parties under this Agreement.

5.3 Press releases to communicate events, activities or results of the Collaboration, if any, will be agreed upon by the Parties in advance.

6. Relationship and responsibility of the parties

6.1 Nothing in this Agreement shall be construed as creating a relationship of joint venturers, partners, employer/employee or agent between the Parties. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except if authorized in writing by the other Party's authorised representative.

6.2 Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Agreement and for ensuring that its actions undertaken under this Agreement are in accordance with statutory requirements, if any, and do not violate any third-party intellectual property rights. If a Party becomes aware of any limitation to the possible use of a result produced under this Agreement, the Party shall inform the other Party as soon as possible of such limitation and its extent.

In respect of any information or materials supplied by one Party to another under this Agreement, no warranty or representation of any kind is made, given or implied neither as to the sufficiency or fitness for purpose nor as to the absence of any infringement or any proprietary rights of third parties. The receiving Party shall be entirely and solely liable for the use to which it puts such information and materials.

Thus, no Party shall be responsible to the other Party for any loss, accident, punitive damages, indirect or consequential loss or similar damage, such as, but not limited to, loss of revenue or loss of contracts, in connection with, or as a result of, the Collaboration under this Agreement.

The exclusions and limitations of liability stated above shall not apply in case of damage caused by a wilful act or gross negligence, the privileges and immunities of WHO being in any case reserved.

7. Notices

All notices to be given under this Agreement must be in writing and sent to the address or e-mail of the intended recipient set out hereinafter or to any other address or e-mail, which the intended recipient may designate by notice given in accordance with this Article. Any notice may be delivered personally or sent by first class pre-paid registered mail or by e-mail, and it will be deemed to have been served: if by hand, when delivered; if by first class registered mail, upon receipt. ; and if by e-mail when despatched provided the sender's e-mail receives an acknowledgement of receipt from the intended recipient's e-mail. .

If to WHO: World Health Organization
Attention: Dr Soumya Swaminathan
20, Avenue Appia
CH-1211 Geneva 27
Switzerland
Tel.: 41 22 791 3090
Email swaminathans@who.int

If to Karolinska Institutet:
Karolinska Institutet
Attention: Dr. Göran Tomson c/o Anna-Lena Paulsson
Nobels väg 6171 77 Stockholm
Sweden
+46 852486511
Email Goran.Tomson@ki.se; Anna-Lena.Paulsson@ki.se

8. Duration, Termination and Modification

8.1 This Agreement shall be valid for an initial period of [five] years, commencing [date] and ending [date], (the "Term") unless terminated earlier by either Party for cause, or without cause by giving three months' notice in writing to the other Party. Prior to the expiry of the Term, the Parties will undertake a review of the progress and overall success of the Collaboration and may agree in writing to extend this Agreement for an additional period of time, as agreed between the Parties.

8.2 In the event of termination of this Agreement, the Parties shall take the necessary steps to ensure that the activities carried out under the Agreement are brought to a prompt and orderly conclusion, and they shall wind up their obligations hereunder.

8.3 Any amendment or modification including extensions of this Agreement must be made by separate written agreement to be signed by the Parties' authorised representatives.

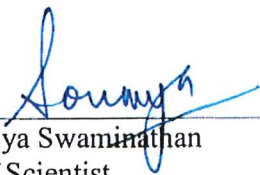
9. Privileges and immunities

Nothing contained herein shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

10. Settlement of disputes

Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.

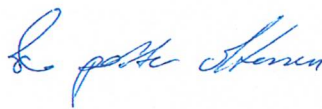
Agreed and signed on behalf of the
World Health Organization



Soumya Swaminathan
Chief Scientist

14 July 2020
Date

Signed on behalf of Karolinska Institutet



Ole Petter Ottersen
President

21 August 2020
Date

Annex 1: Description of the Collaboration

The Parties intend to collaborate in the following preliminary overarching themes:

1. Joint Karolinska Institutet -WHO research projects on topics related to the parties' research priorities, including Joint Collaborating Centres and implementation research, organization of joint academic and scientific activities, such as training activities, courses, conferences, seminars, workshops and lectures, e.g. "Rosling seminar – "Status of the world's health";
2. Translation of evidence on innovation to support regions and countries to contextualize and develop strategies to enhance health and health interventions within the context of UHC; Intersectoral approaches should be encouraged.
3. Strengthening capacity for using evidence in local decision-making. Activities could include, without limitation, collaborating on:
 - i. Engagement with regional and national stakeholders to enhance the generation and translation of evidence to policy;
 - ii. Support for forums for South-South collaborative networks to generate contextually relevant health research priorities;
 - iii. Delivery where appropriate, of demand driven, flagship, interdisciplinary programmes to strengthen evidence and capacity for decision making; and
 - iv. Development of methodologies and approaches to engage health sector staff in reflective learning towards enhancing community engagement and human dimensions of health systems.
4. WHO may commission Karolinska Institutet upon a separate agreement for example systematic reviews for the development of guidelines, mapping the development and implementation of policies etc.

The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.