

## **To be considered before making a legal agreement for doctoral students working with external partners**

In the Educate course *Supervision on Third-Cycle Level*, the question was brought up, how to handle legal agreements for doctoral students working with external partners. Below, you find some pieces of advice on what needs to be considered.

There always has to be a written agreement.

The parties involved are never individuals, but the school and an external party and an agreement should be signed by the school's legal representative (the dean or in accordance with delegation). The supervisor, however, can, if required, sign the agreement to verify that they will adhere to it.

### **Preparation**

Go through the aspects below to decide what your position is regarding the different matters.

Then, please, **always** ask for help from a JU legal counsellor ([jurist@ju.se](mailto:jurist@ju.se)) as early as possible in the process.

### **Expectations**

First, you need to sort out the expectations of the higher education institute and those of the external partner to make sure that you agree on what the duties of the doctoral student include and what the goal of the doctoral education is.

### **Period of time**

Then think about the time frame:

- Should it be possible to pause or prematurely terminate the agreement? An example could be if the doctoral student does not adhere to the individual study plan or end their employment at the industrial party.
- What happens if the doctoral student does not complete their education?

### **Funding**

In the next step, please, consider what should apply as regards funding. You need to carefully describe this and how financial transactions are to be dealt with.

- Is there, for instance, external funding (e.g. from the knowledge foundation) that needs to be taken into account?

### **Background Intellectual Property Rights or Prior Rights**

Please, also, note that previous research or patents belong to the person who brought these into the research project.

### **Confidentiality**

The matter of confidentiality also needs to be taken care of.

If the external partner does not want to disclose certain things, you have two options for the external partner:

- not to show the doctoral student what must not be disclosed  
or

- to explicitly state what must not be disclosed, otherwise the documents etc. may be considered to be public documents that could be demanded from a third party.

JU will make an assessment according to what has been agreed upon and will to a certain extent be able to protect from disclosure, but this could be tried in court.

You, also, need to state the period of time for confidentiality, maximum 10 years from receipt of the confidential information. Preferably, choose a shorter time period.

Please, always refer to *the Public Access to Information and Secrecy Act* in these matters.

## Results

The rights to results will differ if the doctoral student is employed by an external partner or by the higher education institute.

- If the doctoral student is employed by an external partner, the rights to the results may rest with the external partner.
- If the doctoral student employed by the higher education institute, the rights to the results may rest with the doctoral student.

If teachers or researchers employed by JU participate in the project, the professors' privilege may apply to patentable results generated by them.

Joint results should be jointly owned and it needs to be agreed on the terms of use of such results.

## Publication

Finally, please, make sure that the confidentiality clause does not hinder the doctoral student from publishing their results. A doctoral student must always be allowed to publish their results.

## The agreement

In the agreement, at least the following items need to be taken care of:

1. Background
2. Definitions
3. The commitments of the parties
4. The commitments of the higher education institute regarding the doctoral student
5. The commitments of the external party regarding the doctoral student
6. Funding
7. Dissemination of the results
8. Confidentiality
9. Background Intellectual Property Rights or Prior Rights
10. The Rights to Results
11. Period of Time for the Agreement
12. Early termination
13. No Legal Entity (boilerplate clause)
14. Complete Regulation (boilerplate clause)
15. Amendments and Additions (boilerplate clause)
16. Assignment (boilerplate clause)
17. Dispute resolution and applicable law