

Collaboration Agreement for

WARA

WASP Research Arenas

Contents

1	Introduction.....	3
2	Definitions	4
3	Documents and Order of Precedence	4
4	General Conditions	4
5	Responsibilities of Parties.....	5
6	Confidentiality	5
7	Liability	5
8	Governance Structure	6
9	Financial Provisions.....	11
10	Entry into Force, Duration and Termination.....	12
11	Admission of New Parties	12
12	Breach and Exclusion of Party	12
13	Disputes	13
14	Revisions.....	13
15	Research Consortium Agreements.....	13

Annex A – Funding letter for WASP

Annex B – Accession Document

1 Introduction

The Knut and Alice Wallenberg Foundation has previously granted funding for the Wallenberg AI, Autonomous Systems and Software Program (“**WASP**”) for 2015-2021 (dnr LiU-2015-00836, LiU-2018-01298, and LiU-2021-00950) with a possible further funding for 2022-2029 (dnr LiU-2021-00950 – Annex A). WASP is a major initiative for strategically motivated basic research, education and faculty recruitment in autonomous systems and software development. Linköpings universitet is the host of WASP and has as such the overall responsibility for its realization.

WASP Research Arenas (“**WARA**”) was established as a part of WASP with Linköpings universitet as host. The main purpose of WARA is to provide research arenas with infrastructure for research projects in WASP, and is as such governed by the WASP Board. The WASP Board, Program director and International Scientific Advisory Board (ISAB) are appointed by the vice-chancellor of LiU. The WASP Board has appointed the WARA Director and the members of the Arena Management Group (AMG), as the governance bodies for WARA within WASP.

For the period between 2017-2021 a WARA Collaboration Agreement was agreed between the Parties (dnr LiU-2017-03248). From 2021 some organizational changes for WARA have been deemed necessary by the WARA parties and the WASP Board and this new revised Collaboration Agreement has thus been drafted to replace the agreement mentioned above. It has been drafted to further the cooperation by instituting the organization and the framework of the cooperation of WARA in dialogue with the parties of WASP.

In order for a party to partake in WARA it has to accede this revised Collaboration Agreement. Henceforth the Parties of WARA will thus be Linköpings universitet, an Academic Party, and those parties that accede his document. They will cooperate regarding WARA under these conditions and wish to specify binding commitments among themselves by signing the Annex B – Accession Document.

Linköpings universitet undertakes to provide an updated list of the Parties of WARA on the WASP homepage.

Now therefore it is hereby agreed as follows:

2 Definitions

Confidential Information shall mean all information in whatever form or mode of transmission, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) under the scope of this Collaboration Agreement, but outside a Research Project, and that:

- has been clearly identified as Confidential Information, or
- if supplied verbally, was stated to be Confidential Information at the time of disclosure.

Research Project shall mean a research project between two or more of the Parties taking place within a WARA environment.

Results shall mean results that are generated or otherwise arises by performance in a Research Project as the term is defined in the specific Research Project Agreement.

3 Documents and Order of Precedence

This Collaboration Agreement along with its appendices, will govern the cooperation and is referred to as the “Agreement”. For Research Projects in the WARA environment specific Research Project Agreements shall be agreed between the parties in the specific Research Project. In case of contradictions, the provisions of the Collaboration Agreement shall prevail.

The conditions under which WARA operates are governed by the conditions specified by the Knut and Alice Wallenberg Foundation. Thus, the Parties agree that WARA has as a priority to facilitate Results through scientific publications, and that commercialization shall be a feasible objective. In order to promote efficient use of the Results, Parties with commercial interests shall be given the opportunity to protect and commercialize Results if such arise.

4 General Conditions

The Parties acknowledge that all activities by Academic Parties are performed under the Higher Education Act and other regulations applicable to a Swedish government authority, e.g. the Principle of Academic Freedom and the Principle of Public Access to Information. The Academic Parties are obligated to adhere to the legal framework for Swedish government authorities. To a large extent the same legal framework applies to Swedish private, non-profit institutions of higher educations with the right to award doctorates (stiftelsehögskolor), thus they shall be considered Academic Parties should they accede this Collaboration Agreement.

5 Responsibilities of Parties

Each Party undertakes to take part in the efficient implementation of the collaboration, and to cooperate, perform and fulfil, promptly and on time, all of its obligations, assumed by this Collaboration Agreement or at a later stage by a separate and duly signed Research Project Agreement, as may be reasonably required from it and in a manner of good faith.

Each Party undertakes to notify promptly any significant information, fact, problem or delay likely to affect a specific Research Project in the WARA environment as well as overall WARA issues.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

6 Confidentiality

Confidential Information exchanged within the WARA context but outside Research Projects shall be treated with due care. A Recipient shall not make use of Confidential Information for any other purpose than the intended at disclosure.

Confidentiality and non-use obligations shall not apply to information:

- that was public knowledge at the time of disclosure or subsequently becomes public knowledge by means other than breach of this Agreement;
- that was already in the possession of the Recipient prior to its disclosure by the Disclosing Party;
- that was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- that the Recipient duly became aware of independently of the Disclosing Party;
or
- that the Recipient is required to disclose under applicable law or regulation, or the order of a court of competent jurisdiction.

It is incumbent upon the Recipient to take reasonable actions in order to ensure that Confidential Information is protected from unauthorized access. The Recipient shall therefore apply at least the same level of prudence as when protecting its own Confidential Information.

7 Liability

In respect of any information or materials supplied by one Party to another, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. Supplying Party should however act with due

diligence and inform the Recipient of any proprietary rights of third parties and which limits use or usability of the information or material. Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Results or background information.

No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure, which shall be extraordinary events or circumstances beyond the control of the Parties, such as a war, strike, riot, crime, hurricane, flood, earthquake, volcanic eruption or similar event. Each Party will notify the appropriate Governance Bodies of any Force Majeure as soon as possible.

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act, gross negligence or by a breach of confidentiality for any action within the WARA-context but outside specific Research Projects.

A Party's aggregate liability towards the other Parties collectively shall be limited to the equivalent of the Party's total In Kind and Financial Contribution a specific Research Project or if outside the scope of a Research Project to one million (1 000 000) SEK, provided such damage was not caused by a wilful act or gross negligence. A Party's aggregate liability towards the other Parties collectively for damage caused by gross negligence shall be limited to two million (2 000 000) SEK.

Claims for damages shall, in order to entitle to compensation, be made in writing as soon as possible after the damage is discovered. The right to compensation is lost if the claim is not presented within six (6) months of the damage becoming known to the suffering party.

This liability clause shall only apply to the general WARA collaboration. Liability regarding each specific Research Project shall be governed in each separate Research Project Agreement.

8 Governance Structure

8.1 General Structure

WASP is governed by the WASP Board as appointed by the vice-chancellor of Linköpings universitet. The vice-chancellor of Linköpings universitet has also appointed the Program Director and a Scientific Advisory Board. The WASP Board

has decided on an organisation structure where WARA is one major entity, and for its governance appointed a WARA Director and an Arena Management Group (AMG). The main purpose of WARA is to provide research arenas with infrastructure for research projects within WASP in collaboration with the other entities of WASP.

8.2 WARA Director and Arena Management Group

The WASP Board appoints the WARA Director and the members of the Arena Management Group, AMG, as the governance bodies for WARA within WASP. The WARA Director is part of AMG and acts as chair. AMG has the following instructions:

Arena Management Group (AMG)

AMG shall monitor WARA with respect to the extent, orientation and follow-up of the WARA operations in accordance with decisions by the WASP Board.

AMG shall ensure that the overall objectives of WARA are achieved. In particular, to promote WARA activities, to ensure strong linkage between research arenas and the formulation of new research challenges, as well as to cooperate with the WASP Graduate School Management Group for mutual benefit. AMG decides on the rules of procedure for its own work.

AMG, in consultation with the program director, presents proposals to the Board and monitors the implementation of the Board's decision regarding:

- the overall planning of WARA's development and economy,
- important applications for funding,
- proposals for investments exceeding 500 000 SEK,
- proposals for agreements that entail income or expenses exceeding 500 000 SEK,
- issues of relevance to the follow-up and reporting of the activities,
- guidelines for information about the activities.

In fulfilling its duties, AMG shall promote good cooperation within WASP.

WARA Director

It is the responsibility of the WARA Director to:

- in collaboration with the Program Director, initiate and prepare matters for their treatment in the WASP Board and in AMG,
- implement the board's decision,
- responsible for the day-to-day management of WARA operations,
- on behalf of the WARA in consultation with the AMG, decide on such investments and approve such agreements, which shall not be submitted to the Board.

8.3 Project Governance Bodies

WARA will consist of one or several Research Projects, which will be decided by the WASP Board based on a proposal from the AMG. Each Research Project will be led by a Research Project Leader in agreement with a Project Steering Committee that will be responsible for executing the Research Project in accordance with the plan, budget, and other directives decided by the WASP Board. The Research Project Leader reports to the WARA Director. Each Research Project shall have a separate Project Steering Committee and a separate Research Project Agreement that shall be signed before the Research Project commences.

Research Project Leader

8.3.1 Each Research Project shall be led by an appointed Research Project Leader, appointed by the WARA Director in agreement with the AMG and the WASP Program Director.

8.3.2 The Research Project Leader is responsible for the daily management of a specific Research Project and shall report to the WARA Director and the AMG.

8.3.3 The main task of the Research Project Leader is to secure the execution, as decided in agreement with the Project Steering Committee, of the Research Project including its planning, budget, and follow-up of costs and progress. The Research Project Leader prepares necessary decision material in collaboration with the WARA Director, which the latter, in consultation with AMG, secures is in line with the overall scope of WARA. Operational decisions fully within plan and agreed resources can be taken by the Research Project Leader or the Project Steering Committee according to its Research Project Agreement. Budget-related decisions within the project's approved budget are taken by the Research Project Leader or WARA Director depending on its type. Any need for significant change of plans and budget shall be communicated with no delay to the Project Steering Committee, the WARA Director, and AMG. Requests for decisions on proposed changes shall be prepared jointly by the Research Project Leader and the WARA Director and consulted with AMG and the WASP Program Director before a decision is requested from the WASP Board by the WARA Director.

Project Steering Committee

8.3.4 A Research Project shall have an appointed Project Steering Committee that together with the Research Project Leader constitutes the main operational decision-making body of a specific approved Research Project. The structure and operational principles of such Project Steering Committee shall be set by the Research Project Agreement but must comply with the overall WARA Governance Structure specified in this WARA Collaboration Agreement.

8.3.5 The responsibilities of the Project Steering Committee are to oversee the activities of the specific Research Project, to secure that a Research Project

Agreement will be agreed and that the project will operate in accordance with said Research Project Agreement, and steer the activities in such directions that maximize the benefits and strategic values for the students as well as the academic and industrial stakeholders in the Research Project. Detailed project scope and roles of the individual stakeholders are decided by the Project Steering Committee as long it is in line with the overall scope, plans, and budget as approved by the WASP Board for the Research Project. The details of the Governance Structure and working principles of the Research Project shall be specified in the Research Project Agreement.

8.3.6 The Project Steering Committee shall consist of the WARA Director, the Research Project Leader, and representatives for the key stakeholders of the Research Project as agreed in the Research Project Agreement.

8.4 WARA Decision Process

The following principles applies to decisions regarding Research Projects.

8.4.1 A project can be suggested by WARA Director, WASP Program Director, AMG, WASP Board, companies in WASP, or researchers in WASP.

8.4.2 The WARA Director can, in agreement with AMG, propose a pre-study for a new Research Project. The outcome of such prestudy shall be a recommendation regarding scope, involved stakeholders (companies, research groups), tentative plan, and estimated budget (including in-kind estimates). If the prestudy demands WARA funding, the WASP Board makes the decision to start the prestudy, otherwise such decision can be taken by AMG.

8.4.3 The decision to start a new Research Project is taken by the WASP Board. A proposal shall be presented by AMG in agreement with the WASP Program Director. The decision can be taken step-wise, according to defined decision points, based on step-wise refinement and commitments regarding scope, plan, involved stakeholders, and budget (with in-kind contributions as well as WARA-funded costs). Proposals of a new Research Project shall also include recommendation of a Research Project Leader.

8.4.4 Each participant of a new Research Project shall have signed this WARA Collaboration Agreement, and shall actively participate in the development of a Research Project Agreement.

8.4.5 Approved Research Projects shall be followed-up regularly by WARA Director with respect to progress and budget, and its status shall be presented for the WASP Board yearly and on demand.

8.4.6 The WARA Director, Research Project Leader, and the Project Steering Committee can make decisions within approved budget, scope, and overall project plan for the Research Project as specified by the Research Project Agreement. Changes impacting the scope, overall plan, or budget, e.g. increasing the WARA

funding or decreasing the in-kind funding, must be decided by WASP Board based on a proposal from WARA Director and the Research Project Leader, in agreement with AMG and WASP Program Director.

8.4.7 Cancellation of Research Projects can be proposed by the Research Project Steering Committee, the WARA Director, or the WASP Board. Such decisions must be taken by the WASP Board and must be compliant with the principles agreed in the Research Project Agreement.

8.5 General Operational Procedures for Project Governance Bodies

Unless otherwise specified in the Research Project Agreement the following general procedures shall apply for the project governance of each Research Project Agreement, i.e. for the project leader and the Steering Committee.

8.5.1 Appointed members of a Steering Committee should be present at any meeting of such steering committee.

8.5.2 The chairperson of a Steering Committee shall convene meetings of that Steering committee and give notice in writing of a meeting to each appointed member in ample time, which shall be approximately four weeks before the meeting.

8.5.3 The chairperson of a Steering Committee shall prepare and send each appointed member a written agenda no later than one weeks prior to the meeting.

8.5.4 During a meeting the members of a Steering Committee present can unanimously agree to add a new item to the original agenda provided that all the members are present or represented.

8.5.5 Each Steering committee shall not deliberate and decide validly unless two thirds (2/3) of its members are present unless otherwise agreed or specified in the Program Plan or Grant Agreement.

8.5.6 Each appointed member of a Steering Committee present in the meeting shall have one vote. Defaulting Parties may not vote.

8.5.7 Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast

8.5.8 Steering Committee meetings may be held per capsulam, through video conference or by other means for long distance communication provided that the Steering Committee approves.

8.5.9 The chairperson shall send the accepted minutes to all the appointed members of the Steering committee and to the WARA Director, who shall safeguard them.

9 Financial Provisions

9.1 Main Financial Principles of WARA

9.1.1 The overall financing principles of WARA is set by the Gåvobrev from the Knut and Alice Wallenberg Foundation (KAW) which stipulates that the overall funding from KAW for WARA over the time period from 2017 to 2026 is 112 MSEK, and that the cost of each individual research arena shall be funded by maximum 30% from this KAW funding and at least 70% from industry. Furthermore, the financing and accounting principles for WARA and WASP are specified by the instruction “Redovisning av naturainsatser samt rekvisition för särskilda kostnader inom WASP” approved by WASP Board.

9.1.2 Deviations from the principles in 9.1.1 can only be taken by the WASP Board in agreement with the Knut and Alice Wallenberg Foundation (KAW). Recommendations can be made by the WARA Director or WASP Program Director.

9.1.3 Principles for how to estimate costs and values in uncertain cases shall be proposed by Research Project Leader in consultation with the WARA Director and AMG, and be approved by the WASP Board.

9.2 The Parties Undertakings

The Parties financial undertakings can be made through allocation of resources in kind (In Kind Contribution) or transfer of money (Financial Contribution) as further described in the instruction “Redovisning av naturainsatser samt rekvisition för särskilda kostnader inom WASP” approved by WASP Board.

9.3 Transparency and Auditing

An auditor acting on behalf of the Knut and Alice Wallenbergs Foundation shall be allowed to review the accounting and perform an audit of all Research Projects in the WARA Collaboration and the WARA Collaboration itself to the extent needed to ensure that their funding has been used in accordance with the Gåvobrev from Knut and Alice Wallenberg Foundation. The Knut and Alice Wallenberg Foundation shall have the right to audit a Party's Research Projects hereto for this specific purpose only and provided (i) that such Party has received funding from the Knut and Alice Wallenbergs Foundation and (ii) that the Knut and Alice Wallenberg Foundation and the auditor acting on its behalf have agreed to reasonable confidentiality obligations in writing. For avoidance of doubt Parties shall not have a right to audit other Parties.

10 Entry into Force, Duration and Termination

10.1.1 This Collaboration Agreement enters into force on the date specified on the cover page and will replace the previous WARA Collaboration Agreement. An entity becomes a Party to this Collaboration Agreement upon signature of the accession document (Annex B) by a duly authorized representative and the WASP Program Director and shall have effect for that Party from that date. All Parties to the previous WARA Collaboration Agreement has to sign this new Collaboration Agreement to be a Party. It is the Parties intention that new parties shall be admitted to enter the Collaboration.

10.1.2 This Collaboration Agreement shall continue in full force and effect for the duration of the WARA Collaboration.

10.1.3 A Party may withdraw from the WARA Collaboration upon two months written notice to the WASP Program Board and the WARA Director. Any outstanding obligations, in Research Projects or otherwise, shall however be fulfilled or if all concerned Parties agree, phased out in a reasonable way.

11 Admission of New Parties

Admittance of new parties are contingent on the approval of the WASP Board and shall be effectuated by the signing of Annex B. All Parties to the previous WARA Collaboration Agreement shall automatically be allowed to enter into this new Collaboration Agreement.

New Parties shall be admitted on the same and equal conditions as previous Parties.

WARA Director shall notify all Parties of New Parties admitted to this Collaboration Agreement.

12 Breach and Exclusion of Party

In the event that a Party or a consortium body identifies a breach of a Party's obligations under this Agreement (e.g. not conforming to obligations in a Research Project), the WARA Director will give written notice to such Party requiring that the breach be remedied within 30 calendar days.

If such a breach is substantial and is not remedied within that period or is not capable of remedy, the WASP Board may decide to declare the Party to be a Defaulting Party, in breach of this Agreement, and the consequences thereof, which may include termination of its participation.

13 Disputes

This Collaboration Agreement and Research Project Agreements shall be governed by and construed in accordance with the laws of Sweden (excluding its conflict of laws principles). Disputes shall primarily be settled through direct negotiations between the concerned Parties.

Any dispute, controversy or claim arising out of or in connection with this Collaboration Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, by three (3) arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceeding shall be Swedish if not otherwise agreed by all parties involved in the arbitration.

Clear, due debts may be collected by through an application for a payment order or a summons.

14 Revisions

Amendments and additions to this Collaboration Agreement shall be made in writing and shall be signed by authorised representatives of all Parties in order to be valid.

15 Research Consortium Agreements

15.1 Research Consortium Agreements

For each Research Consortium taking place in the WARA environment a separate Research Consortium Agreement shall be agreed upon by the participating parties. The Research Project Agreement must be in accordance with the statutes of KAW and national Swedish law. The Research Project Agreements shall at least regulate the conditions regarding:

- project plan,
- project governance structure,
- obligations and tasks,
- provisions for equipment used,
- financial provisions,
- confidentiality and dissemination,
- liability, and
- ownership of background information, Results, licenses to background information and Results, access rights for the Project and for exploitation, transfers and dissemination of background and Results of the specific Research Project,

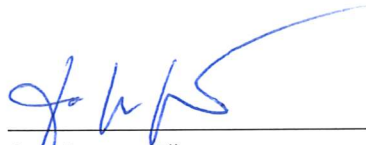
all with due consideration given to the general principles of this Collaboration Agreement. The Parties commits to negotiate Research Project Agreements in good faith with these provisions as a foundation.

15.2 Dissemination

All Parties agree and acknowledge that the conditions given by the granting foundation includes a right to publish or otherwise publicly disclose Results Academic Parties have created.

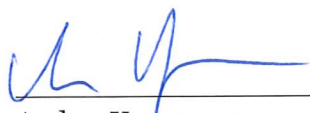
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Linköpings universitet




Jan-Ingvar Jönsson
Vice-Chancellor

25/5-2021 Linköping
Date and place



Anders Ynnerman
Program Director, WASP

20/5-21 Norrköping
Date and place



Torbjörn Lundahl
WARA Director

17/5-21 TÄBY
Date and place