FSM | Forschungsstiftung
Strom und Mobilkommunikation
FSM | Swiss Research Foundation for
Electricity and Mobile Communication

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A G R E E M E N T

FSM Project no

between

Forschungsstiftung Strom und Mobilkommunikation
(Swiss Research Foundation for Electricity and Mobile Communication)
c/o ETH Zürich, Gloriastrasse 35, 8092 Zürich, Switzerland
(„**FSM**")
represented by Prof Dr Primo Schär, President of the Foundation Board, and Dr Jürg Eberhard, Managing Director,

and

Name of Applicant
Institution, address of Applicant
(„**Project Holder**")

Preamble

FSM intends to support the FSM project no. by a financial contribution in accordance with the submitted proposal (Annex 1) and this Agreement.

1 Subject Matter of this Agreement

The Project Holder pursues a research project entitled " " (the „**Project**") within the frame of FSM.

2 Obligations of the Project Holder

2.1 The Project Holder undertakes to carry out the Project as set out in Annexes 1 and 2. The project management shall be with the Project Holder. FSM is entitled to obtain at any time information on the status of the work and to make suggestions and proposals with respect to the implementation of the Project.

2.2 The Project Holder shall report to FSM at the deadlines set forth in Article 6.

2.3 The Project Holder shall obtain the prior written approval of FSM for any essential change to the Project, eg concerning any partner, the project plan or the approved budget.

2.4 The Project Holder undertakes to obtain any and all official approvals and clarifications (eg ethics committees) necessary for the proper implementation of the Project prior to the Beginning (as defined in clause 11.2 below).

2.5 The Project Holder undertakes to comply with all standards of scientific integrity set by the „Code of Conduct for Scientific Integrity" of the Swiss Academies of Arts and Sciences. In case of scientific misconduct, FSM can take sanctions in accordance with the standards of the Swiss scientific community as appropriate in the individual situation (such as, but not limited to, reprimand; warning; suspension, curtailment or revocation of the

Contribution (as defined in clause 3.1 below); information of the institution to which the Project Holder belongs; etc). The scientific members of the FSM Foundation Board are responsible for the investigation of any misconduct, the full Foundation Board for the decision on any consequences.

3 Contribution of FSM

3.1 FSM undertakes to pay a total contribution of CHF (the „**Contribution**") to the Project Holder for the implementation of the Project. The Contribution shall be used as follows according to Annex 1:

a. for salaries:
CHF

b. for investments in kind (materials of persisting value such as apparatus, instruments etc):
CHF

c. for other expenses:
CHF

3.2 The Contribution is exempt from value added tax.

4 Payment Terms

4.1 FSM shall disburse the Contribution in the following instalments:

a. 1st instalment of CHF : Upon conclusion of this Agreement;

b. 2nd instalment of CHF : After acceptance by FSM of the kick-off report;

c. 3rd instalment of CHF : Upon acceptance by FSM of the interim project report;

d. 4th instalment of CHF : Upon acceptance by FSM of the lay summary and the final scientific and financial report.

4.2 Upon fulfilment of the conditions for disbursement pursuant to clause 4.1, the Project Holder shall invoice the FSM the respective instalment of the Contribution. FSM shall effect payment within 30 days from the date of the invoice.

4.3 The Project Holder shall reimburse amounts disbursed on account of the Contribution, but not used for the Project upon acceptance by FSM of the final statement of account.

5 Property

Investments in kind within the meaning of clause 3.1.b shall become the property of the Project Holder and remain in his/her/its/their property after completion of the Project. After completion of the Project, future project holders of FSM shall be entitled of use to the investments in kind in consultation with the Project Holder.

6 Reporting

The Project Holder shall inform FSM in regular intervals on the progress of the Project as follows:

a. a kick-off report no later than six (6) months from the Beginning;

b. a scientific and financial interim report in month after the Beginning (MM/YYYY);

c. an annual oral presentation at a colloquium organised by FSM;

d. a lay summary (one A4 page, a brief summary of the research results written in plain English avoiding the use of jargon and explaining any technical terms) at the termination of the Project;

e. a final scientific and financial report at the termination of the Project.

7 Cancellation, Suspension and Reduction of Funds

7.1 If FSM has not received the kick-off report within 6 months from the Beginning or if the start of the Project is not sufficiently documented in the report, FSM may cancel any further disbursement of the Contribution at its discretion.

7.2 If the Project Holder does not submit any one of the reports referred to in clause 6 within 30 days from the written reminder of FSM, FSM may reduce or suspend payment of the subsequent instalment.

7.3 If the Project Holder violates his/her/its/their obligations under clauses 2 and/or 10, FSM may reduce or suspend payment of all instalments that have not yet been disbursed.

8 Liability

The Project Holder shall be liable for implementation of the Project and his/her/its/their further obligations with all due care and in compliance with the principles of scientific work and reporting.

9 Know-How and Patents

9.1 Both Parties shall be entitled to, and the Project Holder hereby assigns the respective rights to FSM, exploit the results of the Project (the „**Project Results**") for any and all scientific and non-commercial purposes.

9.2 FSM does not claim any right to commercially exploit the Project Results.

10 Publication

10.1 The Project Holder shall in appropriate form make the Project Results accessible to the scientific public. If possible, they shall be published in scientific journals that are, preferably, peer-reviewed and/or open-source.

10.2 The Project Holder shall mention the funding by FSM in publications and public documents in the following notation:

a. German: Forschungsstiftung Strom und Mobilkommunikation (FSM);

b. English: Swiss Research Foundation for Electricity and Mobile Communication (FSM).

10.3 In addition, the Project Holder hereby entitles FSM to reproduce the published Project Results in FSM's own publications, including the right of FSM to publish them in any electronic media. This right shall be subject to any copyright of any journal in which the Project Holder has published the Project Results.

10.4 The lay summary and final report may, at the request of the Project Holder, be kept confidential for a maximum of six (6) months (calculated from the official submission date of the final report). After expiry of the requested period for confidentiality, if any, FSM will publish the lay summary and the final report.

11 Term and Termination

11.1 This Agreement shall enter into force upon its signing by both Parties.

11.2 The Project shall begin on (the „**Beginning**"). It shall be terminated on at the latest.

11.3 In the event of any termination of this Agreement for whatsoever reason, the provisions on the exploitation rights in the Project Results shall, if legally permissible, remain unaffected by such termination.

12 Final Provisions

12.1 This Agreement includes the following annexes that shall form integral parts hereof:

Annex 1: Proposal dated

Annex 2: Letter „Decision of Scientific Committee" dated

12.2 Any amendments and/or modifications to this Agreement, including this provision for written form, shall only be valid if executed in writing and signed by both Parties.

13 Applicable Law and Jurisdiction

13.1 This Agreement shall be governed by the substantive Swiss law.

13.2 The courts of Zürich 6, Switzerland, shall have exclusive jurisdiction for any dispute arising out of or in connection with this Agreement.

Executed in two originals, one for each Party:

The Project Holder
Name Projektnehmer

Place ……, Date …… Signature ……..
by: ……..

Place ……, Date …… Signature ……..
by: ……..

Forschungsstiftung Strom und Mobilkommunikation
(Swiss Research Foundation for Electricity and Mobile Communication)

Place ……, Date …… Signature ……..
by: Prof Dr Primo Schär

Place ……, Date …… Signature ……..
by: Dr Jürg Eberhard

Annex 1: Proposal dated
Annex 2: Letter „Decision of Scientific Committee" dated