

General conditions for Research Funding

Wireless@kth, the center for Wireless Systems at KTH aims at being THE meeting place for trendsetting research in the area of Wireless systems interpreted in its wider sense. Wireless@kth is supporting research projects (“the project”) at KTH and at partner institutions, where the hosting department (“the department”) receives partial funding to cover project related costs. The following general conditions for funding apply:

Before payment of funds:

1. The department provides a final project plan and a budget, according to the template in Appendix 1, specifying the costs associated with the project.
2. The department appoints a project manager authorized to represent the project in all matters concerning its relations to Wireless@kth
3. The project provides a web page describing the project (the “project web page”) containing presentations of the project and its participants.
4. The project provides a short “popular” summary /abstract (half an A4 page) and some illustration suitable for publication on www.wireless.kth.se
5. The appointed project manager agrees to follow the IPR, publishing and NDA requirements, as well as informing all other participants on the validity of these, according to the (draft) terms and conditions for project class “Seed Project” as seen in Appendix 2.

Items 1-5 have to be completed within **1 (working) month** after the funding decision. Unless stated in the application or otherwise agreed, the project must start within **3 months** of the funding decision. Failure to comply with these conditions within the stipulated time may result in the withdrawal of project funding.

During the project

6. In publication and presentation of results from the project, the project and its participants should use Wireless@kth as their affiliation and/or research funder. Publications should be made available in electronic format through the project web page.
7. Upon request, the project should be prepared to make oral presentations of the project at Wireless@kth related events.
8. If the project work deviates significantly from the project plan, e.g. changes in research direction, critical personnel etc., the department should immediately notify Wireless@kth and propose a revised project plan for the remainder of the project. Upon approval of Wireless@kth the project may continue according to the new plan.

If the project is not to be continued, the department should return the funds corresponding to the project costs from the time when the changes in project working conditions became known to the department.

At the end of the project/funding period

9. The project shall provide a final report suitable for insertion in the Wireless@kth annual report according to a provided template/checklist. The report should contain an account for the funds used (according to template in Appendix 1), the main results achieved, the publications published as a result of the project and names, titles, highest degree of education at which university and percentage of work in the project per project year of all project members. The report is due within **1 month** of the planned conclusion of the project
10. Publications derived in the project should be entered in the Diva-database carrying Wireless@kth as one of the affiliations as “Department/unit/programme” or “Research funder”.
11. The project should be prepared hold a Wireless@kth seminar reporting the results of the project to a wider technical audience within **1 month** after the conclusion of the project.

Payment of funds:

50% of the amount allocated for the funding period is paid to the department at the completion of p 1-5. The remainder is paid at the completion all requirements above. All payments are made against and (internal) invoice (“rekvisition”) sent to Wireless@kth, School of ICT.

Liability:

Wireless@kth provides (partial) funding for costs directly related to the project according to the project budget. Wireless@kth will not take responsibility for personnel the department chooses to hire for the project costs.

Appendix 1

Wireless@kth budget template

Affiliation	Year 2013					
	Budget (kSEK)			Outcome (kSEK)		
	Cash	In kind	Total	Cash	In kind	Total
Wireless@kth						
KTH ICT School						
KTH EE School						
Vinnova						
VR						
SSF						
...						
<i>Industrial & Public Partners</i>						
Company 1 (SME)						
Company 2						
Organisation 1						
...						
Sum	0	0	0	0	0	0

wireless@kth

ADDENDUM 1

IPR, PUBLICATIONS AND CONFIDENTIALITY

**TERMS AND CONDITIONS FOR
RESEARCH PROJECTS AT WIRELESS@KTH**

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1 DEFINITIONS

- 1.1 “Affiliate” of a first legal entity means any other legal entity: (i) directly or indirectly owning or controlling the first legal entity; (ii) under the same direct or indirect ownership or control as the first legal entity; or (iii) directly or indirectly owned or controlled by the first legal entity. Ownership or control shall exist through the direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions.
- 1.2 “Background IPR” in relation to a Project means any IPR already owned or possessed by a Project Party at the start of that Project, or developed by or on behalf of any Project Party independent of that Project.
- 1.3 “Derivative Technology” means: (i) for copyrightable or copyrighted material, any translation (including translation into other computer languages), portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.
- 1.4 “IPR” means intellectual property rights and includes without limitation, copyright and any other form of statutory protection of any kind including but not limited to patents (including petty patents), design patents, and designs (whether or not capable of registration) and database rights, rights in chip topography and other like protection; and applications for any of the foregoing respectively as well as any trade secrets, and rights in know-how and all other intellectual property rights, wherever in the world arising, and includes all extensions and renewals thereof.
- 1.5 “Project Results” in relation to a Project, means the tangible and intangible output produced by any Project Party in that Project, and includes but is not limited to Software findings and conclusions, test results and analyses, bug

reports, written reports, and other items related to the Project that are created by or on behalf of such Project Party.

- 1.6 “Resulting IPR” in relation to a Project, means all IPR in and to the Project Results produced by or on behalf of any Parties in that Project, and includes any patent application, patent, or other registered protection at any time obtained in such Project Results.
- 1.7 “Software” means (i) software, firmware and computer programs, in source code, object code, machine code or any other code format or language; (ii) interfaces; (iii) communication protocols; (iv) codes; (v) data and data formats; and (vi) instruction sets or the like.
- 1.8 “Use” means (i) to use, copy, edit, format, modify, translate and create Derivative Technology of the Project Results and the Resulting IPR; (ii) to manufacture, reproduce, license, rent, lease or otherwise distribute (via multiple tiers) the Project Results, the Resulting IPR and the Derivative Technology as an integrated part of a Project Party’s product or technology; (iii) to grant sub-licenses under section 3 to Affiliates; and (iv) to grant sub-licenses under section 3 to third parties “for have made purposes”. For the avoidance of doubt Use does not include any general right to sub-license to third party.

2 RESEARCH PROJECTS AND TERMS

- 2.1 Activities within Wireless@KTH may be conducted as Projects. The Projects are “Center Projects”, “Partner Projects”, “Seed Projects” and “Exam Thesis Projects”.
- 2.2 For Center Projects, Partner Projects and Seed Projects the terms and condition in this Addendum apply.
- 2.3 If a Center Project governed by an agreement with the European Commission shall be conducted at Wireless@KTH, the provisions decided by the European Commission shall apply to the Project.

3 INTELLECTUAL PROPERTY RIGHTS

Definitions: “Foreground” shall mean any IP resulting from work done during and in the context of a Wireless@KTH Project. “Background” shall mean any IP, other than Foreground, resulting from work done prior to the start or independently of a Wireless@KTH Project. “IP” shall mean intellectual property rights and know how.

The principles 1 to 4 cover Wireless@KTH Projects:

- 3.1 Foreground shall be owned by Wireless@KTH Partners that did the work from which the Foreground resulted.
- 3.2 Non-sublicensable, non exclusive access to Foreground for Use (“Use” shall mean direct or indirect utilisation of Foreground beyond those covered by the Wireless@KTH Project) shall be available on royalty-free terms for Wireless@KTH Partners who are participants in the same Wireless@KTH Project.
- 3.3 Licenses under a Wireless@KTH Partner’s Background to other Wireless@KTH Partners, who are participants in the same Wireless@KTH Project to the extent technically necessary to authorize permitted utilization of the Foreground, are not regulated under this agreement.
- 3.4 To the extent a license under a Wireless@KTH Partner’s Background is technically necessary to do the work that needs to be done in the context of a Wireless@KTH Project; such license shall be royalty free.

4 CONFIDENTIALITY

4.1.1 No Duty to Disclose Confidential Information.

Subject only as may otherwise be agreed in a Project Agreement, nothing in these General Terms and Conditions shall oblige any Project Party to disclose any Confidential Information (as defined below).

4.1.2 Confidential Information.

Each Project Party undertakes to retain in confidence all tangible or intangible trade secrets, know-how and other technical or commercial information disclosed to it by any other Project Party or otherwise obtained by it from any other Project Party, whether prior to and in contemplation of the Agreement or these Terms and Conditions or in the course of the Agreement or these Terms and Conditions, and which the other Project Party has properly designated as proprietary and/or confidential or which, by reason of its nature or the circumstances surrounding its disclosure or its being obtained ought to be treated as proprietary and/or confidential (collectively "Confidential Information") and not make any use of such Confidential Information except for the purposes of the Agreement or these General Terms and Conditions or as may be authorized under the terms of the Agreement or these General Terms and Conditions. Confidential Information of a Project Party shall include, without limitation, any information relating to (and in particular any source code of) any released or unreleased product of that Project Party or Affiliate. Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of these General Terms and Conditions; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

4.1.3 Use of Confidential Information.

A Project Party ("Receiving Party") obtaining any Confidential Information of another Project Party ("Disclosing Party"): (i) may only disclose such Confidential Information and the terms of the Agreement or these General Terms and Conditions to such persons (including its Affiliates and/or other Project Parties and their Affiliates) who reasonably need to know the same for the purposes of the Agreement or the General Terms and Conditions and any Project, and shall only so disclose such Confidential Information on terms restricting use and disclosure of such Confidential Information which accurately reflect this section 4 and section 5; (ii) shall be responsible for the observance and proper performance of the terms and conditions of this section 4 and 5 by all of the persons (excluding other Project Parties and their Affiliates) to whom it may have disclosed Confidential Information; and (iii) shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information.

4.1.4 Duration.

The obligations of the Parties under this section 4 in relation to Confidential Information comprised in or relating to source code of any released or unreleased product of any Project Party or any Affiliate of a Project Party shall extend without limit in time until such information is in the public domain through no fault of the Receiving Party. Subject to the preceding sentence and subject to section 4.1.4, the obligations of the Parties under this section 4 with respect to Confidential Information shall extend to the earliest of: (i) such time as such information is in the public domain through no fault of the Receiving Party; or (ii) five years following completion of all Projects under the Agreement and these General Terms and Conditions.

4.1.5 Independent Development and Residuals.

The terms of confidentiality under the Agreement or these General Terms and Conditions shall not be construed to limit any Project Party's right to independently develop or acquire any goods, software or services without use of any other Project Party's Confidential Information. Further, any Project Party

shall be free to use for any purpose residuals resulting from access to or work with any Confidential Information of another Project Party, provided that the Receiving Party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. No Project Party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties or other sums for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to any Project Party a license under any other Project Party's copyrights or patents.

5 PUBLICATIONS

- 5.1.1 A sole owner of a Project Result has the right to publish the Project Result.
- 5.1.2 Joint owners of a Project Result have to agree before publishing on how and when to publish their joint Project Result.
- 5.1.3 All Project Parties shall be informed at least one (1) month in advance of any intended publication of an unprotected Project Result, which seems possible to protect by patent. If a Project Party within one (1) month informs the owner that it wants the Project Result to be protected, the owner shall negotiate with this Project Party on sale of ownership or protection of the Project Result, and the publication shall be postponed while such negotiations are pending, however not more than three (3) months.
- 5.1.4 Project Parties, KTH Researchers and Industrial Researchers are entitled to publish or in any other manner make public Project Results in accordance with international standards for publication provided that the Project Result or part thereof is not subject to confidentiality pursuant to section 4.7. However, no Project Party, KTH Researcher or Industrial Researcher has the right to publish

a Project Result or Confidential information owned by anyone else without prior permission in writing.

- 5.1.5 To prevent the untimely disclosure of Project Results and of Confidential Information, a Project Party that intends to publish Project Result shall provide the other Project Parties and upon request the board of directors of Wireless@KTH with a copy of the proposed publication (this includes, without limitation, manuscripts, abstracts, presentations for professional meetings, and other publications) concerning the Project Results at least thirty days (30) days prior to submission for publication. The Project Party that intends to publish Project Result shall highlight parts of the publication created by or possibly created by other Project Parties and submit any received approval for publication by such Project Party. The other Project Parties shall have thirty (30) days from receipt of the proposed publication to review the proposed publication. If any of the other Project Parties determines that Confidential Information of a Project Party (other than Project Results) is included in the proposed publication, Project Party shall remove such Confidential Information prior to submission for publication. Further, the other Project Parties may request in writing to the Project Party intending to publish that the proposed publication be delayed for up to three (3) months beyond the end of the above said pre-review period, and such written request shall identify the information or materials of concern and reasons why delay is warranted (which may include but not necessarily be limited to ensuring that a patent may be applied for in respect of an invention comprised in Project Results), and any such request for delay shall not be unreasonably denied, conditioned or delayed by the Project Party.