



# Collaborate with KTH

Prerequisites for Contract Research  
and Collaborative Research



# One plus one equals three

The secret behind all partnerships where two or more parties collaborate, is that this leads to something new, that benefits and inspires everyone involved. Collaboration is not simply part of our mission as Sweden's largest technical university, it is part of the air we breathe and a vital part of our history.

Research and engineering from KTH, paired with Swedish industry in the early 20th century, developed into major, global companies and laid the foundation for the Swedish society as we know it. In a complex world, there is an even greater need for the exchange of knowledge and experience in research. The major societal challenges we now face, calls for new knowledge and innovation. Our ability to contribute to solutions becomes stronger when we meet and learn from each other.

The interplay between scientific knowledge and the everyday business reality for an organisation or enterprise, can play a crucial role in creating competence in research and business development both in a short- and long term perspective. The list of KTH collaborations can be made long within both contract and collaborative research, ranging from lifecycle analysis to AI and machine learning, just to give a few examples of our broad knowledge portfolio.

When we meet and collaborate we create fertile soil for nurturing good ideas, solid joint ventures and innovations.

Welcome!



# Collaborate with researchers

At KTH, your company or organisation can develop its knowledge base and benefit from the accessible research and innovative environment offered at KTH, by making use of collaborative research outputs, research centres and research opportunities.

## How research collaboration with KTH works

KTH welcomes research collaboration that strengthens both our own scientific work and teaching at KTH as well as increases the dissemination of knowledge for the benefit of society.

Collaborative research between KTH

and the private sector, or other members of society, is limited by certain requirements in order to meet the expectations of a university financed with public funds. We are open to discuss how the collaboration can be structured to enable the best possible benefits for both parties.

For the university to enter into research collaborations, certain requirements must be met: the collaboration must have scientific value and be in line with the general role of the university; the collaboration must be characterised by quality, transparency and clarity; and it must comply with all applicable laws, guidelines and ethical principles at KTH. It is important for KTH to ensure that such partnerships do not infringe on market competition, public

confidence in the University, or restrict the University's scope to pursue further research and education. All collaborations must be subject to written agreements.

## Two forms of research collaborations

There are two possible forms of collaboration within research: Contract Research and Collaborative Research. As the legal foundation is different for each type of research, it is important to discuss the intentions of the parties to know which form is appropriate.

## Contract Research versus Collaborative Research

	Contract Research	Collaborative Research
<b>Type of project</b>	The commissioning party "owns" the research subject.	The research subject is formulated by the parties jointly.
<b>Financing</b>	The commissioning party is responsible for the full project costs according to the principle of full costs coverage.	All parties involved are to contribute financially, either in cash or in kind.
<b>Publication</b>	The university reserves the right to publish the results.	The university reserves the right to publish any results that university personnel have been involved in producing.
<b>Rights</b>	The agreement can grant the commissioning party ownership of or far-reaching users' rights to the results. The university reserves the right to use the results as part of its own continuing academic activities (research and education).	Ownership of results generated by the university reside with the researcher. Any transfer or licensing from the researcher is subject to remuneration based on market value and separate agreements.
<b>Confidentiality</b>	Confidentiality in accordance with the Public Access to Information and Secrecy Act 31 chap. 12 §	Confidentiality in accordance with the Public Access to Information and Secrecy Act 24 chap. 5 §



# Contract Research

**Contract Research means that the university performs research on behalf of another party.**

The university charges a fee for the assignment that covers the university's full costs for the project – "full cost coverage". There are no formal obstacles to the commissioning party taking ownership of the results, and in certain cases, users' rights are sufficient. The commissioning party and the Principal Investigator leading the work shall agree on the terms regarding ownership of results and the commissioning party and the university shall enter into an agreement before the work starts. These rights shall be regulated in the Contract Research Agreement that is

signed between the party and university before work is started.

Contract Research should benefit the university, which as a rule, means that the results should be able to be published and presented in academic contexts and be to the benefit of continuing research and education. Confidentiality of the project is always taken into consideration and there are clear procedures and regulations to protect the commissioning party's interests prior to publication. Accordingly, the university delays the dissemination of results until the commissioning party has been notified and given the opportunity to postpone dissemination for a reasonable time, usually 90 days from the date the party was notified, so that the party can apply for intellectual property

rights protection, such as patents. The procedure for this should be described in the Contract Research Agreement. As a public entity, KTH is limited by certain public disclosure laws and regulations; for further information regarding KTH's limitations regarding preserving confidentiality, please see the section on Confidentiality.

KTH performs its research assignments with the due diligence expected from a leading technical university. As research by its very nature is experimental, the University is unable to warrant that certain research findings will be achieved, the commercial usability of such, or that developed results do not infringe on existing intellectual property rights.



# Collaborative Research

**Collaborative Research means that the university pursues research with one or several other parties, such as private companies, other universities, and/or institutes.**

Within this partnership, the parties contribute resources in the form of financial funds, materials, existing knowledge, and/or other relevant resources. As collaborative Research does not entail full cost coverage for the University, such cooperation may not result in the collaborative partners obtaining the rights to either background information or the results that have been generated at the university. Parties who wish to obtain access to background information must pay market-value remuneration to the researchers to obtain it.

As a public entity, the University is subject to EU state aid rules. These

regulations limit the sharing of research-based IP outside of the market and improper receipt of such rights can be considered illegal use of state aid, which can result in a repayment liability for the collaborative party for the value of the information received.

Collaborative Research involving the University is intended to benefit the research community generally and the University specifically; the University therefore always reserves the right to publish the results as well as use the results in continuing research and education. This continues to be applicable even when a collaborative party takes ownership over results or otherwise utilizes the results that were originally produced at the University.

It is, however, important to KTH that in disseminating any results that the confidentiality requirements of the collaborative parties are observed such that the results of all parties can be

protected in advance of publication. Accordingly, the University accepts that dissemination will not be made until the collaborative parties have been notified and, if necessary, been given the opportunity to postpone dissemination for a reasonable time, usually 90 days from the date the party was notified, such that the party can apply for intellectual property rights protection, such as patents. The procedure for this should be described in the Collaborative Research Agreement. As a public entity, the University is limited by certain public disclosure laws and regulations; for further information regarding the university's limitations regarding confidentiality, please see the section on Confidentiality.

Please note that the University is not authorised to sign agreements that allow unlimited damage claims against the State and Collaborative Research Agreements must therefore contain reasonable limits on liability.



# Competence centres

Research at KTH's competence centers addresses, above all, newer subject areas, and is often carried out in collaboration with industry or business partners, organisations, authorities and other societal bodies, e.g. the region or municipality.

The centers are linked to a certain KTH School/Department but still conduct research independently. An appointed Center Director leads the center operations and report to a Board, where all partners are represented. The majority of our centers maintain close connections with industry and in many cases they also act as cooperation bodies between KTH and other universities within a research area.

[KTH's Competence centres](#)

# Intellectual Property Rights of academic staff

At Swedish universities, the so-called “Teacher’s Exemption” for academic staff applies to all research at the University. This rule is derived from in Act (1949:345) on the Rights to Employee Inventions. The Teacher’s Exemption law prevents universities in Sweden from obtaining the Intellectual Property Rights of employed researchers and inventors who generate Intellectual Property as part of their employment at the University. It is stated as an exemption because private companies typically maintain the intellectual property rights of their employees.

By custom, the “Teacher’s Exemption” for academic staff has come to

encompass more than inventions, and KTH applies the Exemption broadly. In practice, this means that a researcher employed at a university, owns the IP rights to their work results unless otherwise agreed.

The above means that the University, in cases where results need to be made available to a collaborative party, must reach a separate agreement with the researcher to grant licenses that enable the collaborative research project to be performed. For the transfer of results for commercial exploitation, the collaborative party will need to enter into a separate agreement with the researcher who owns the IP.





# Confidentiality

As a public entity, the university must comply with the Principle of Public Access to Information meaning the main rule is that the information is public. Therefore, the university cannot keep information confidential to any greater extent than that set out in Swedish legislation, primarily the Public Access to Information and Secrecy Act (OSL). OSL contains regulations that specifically address Contract Research and Collaborative Research. It is worth noting that the legislation has deemed that when the expectation of the commissioning party/collaborative party (the private party) is that certain information be kept confidential, such expectation becomes relevant to the university's assessment of whether or not the information is covered by confidentiality and can be withheld. A university's decision regarding whether or not certain information is covered by confidentiality can be appealed to a Swedish court of law.

## **The Public Access to Information and Secrecy Act (OSL 31:12) defines confidentiality within Contract Research:**

“Confidentiality applies for contracts that concern testing, determining of properties or abundance, evaluation, scientific, technical, financial or statistical investigation or other such contracts that the governmental agency performs on behalf of a private party, if it must be assumed that the contract has been commissioned on the assumption that the information is not disclosed. /.../ For information in official documents, confidentiality applies for a maximum of twenty years. However, in the case of universities and colleges, confidentiality applies for a maximum of ten years. In the case of the Swedish Patent and Registration Office, confidentiality applies for a maximum of fifty years.”

## **The Public Access to Information and Secrecy Act (OSL 24:5) defines confidentiality within Collaborative Research in the following way:**

“Confidentiality applies at universities and colleagues to information about a private party's business or operating conditions, inventions or research findings that have been submitted or emerged during such research that, by agreement, is being undertaken in cooperation with a private party, if it must be assumed that the private party has participated in the collaborative research on condition that such information is not disclosed. /.../ For information in official documents, confidentiality applies for a maximum of twenty years.”





## Other agreements

There are a number of agreement types that often arise in close connection with Contract Research and Collaborative Research, including but not limited to Confidentiality Agreements and Non-Disclosure Agreements, Material Transfer Agreements, Data Processing Agreements, and other non-binding agreements such as a Letters of Intent and a Memoranda of Understanding. The type of agreement is defined by its

contents, not by the title of the agreement. Neither Contract Research and Collaborative Research can be pursued using only one of the agreements noted above. The Contract Research Agreement or the Collaborative Research Agreement shall serve as the primary document that governs the collaboration between the parties, to which additional documents may be attached.

# KTH Innovation

KTH Innovation is a department that offers employees and students support for commercialisation. The department has business development coaches and IP specialists that are highly experienced in bringing technology-based results and ideas to market.

The role of KTH Innovation role is to help researchers and students define, evaluate, and develop research results and business ideas so that as many ideas as possible can be brought to market. In certain cases, this is done by

bringing products or services to market by starting companies to manage commercialisation, or in other cases by licensing the actual Intellectual Property Rights (IPR) to existing companies or organisations. This is a free service and KTH Innovation does not take any ownership stake in the ideas that are supported.

Contact KTH Innovation at [innovation@kth.se](mailto:innovation@kth.se)





# KTH Holding

## **The role of the holding company in research collaboration**

The university has a holding company, KTH Holding. It can act as owner or administrator of research results in cases where it is considered inappropriate or impractical that the researcher has this role. KTH Holding is thereby the recipient of research results until they have been able to be transferred to a collaborative party or otherwise granted in as-

sociation with a research project. This is primarily done in research centres or larger research projects with several parties where this solution is able to simplify the management of research results produced at the university. For KTH Holding to be involved, financing of associated costs is required. For example, via the project budget or as a fee from licensing or transfer costs.

## Contact

A dialogue about research collaboration with KTH is primarily conducted with your contact at KTH. General questions can be answered by the [KTH Research Support Office](#).

More information on collaborating with KTH:  
<https://www.kth.se/en/samverkan>