# Agreement on collaboration regarding the National e-Infrastructure for Aging Research

This collaboration agreement (this "Agreement") is entered into between

Karolinska Institute, co. reg. no.: 202100-2973, ("KI"),

Blekinge Institute of Technology, co. reg. no.: 202100-4011, 371 79 Karlskrona ("BTH")

University of Gothenburg, co. reg. no.: 202100-3153, ("GU"),

Lund University, co. reg. no.: 202100-3211, ("LU"),

Jönköping University Foundation, co. reg. no.: 826001-7333 Jönköping ("JU"),

Stockholm University, co. reg. no.: 202100-3062 ("SU")

and

Umeå University, co. reg. no.: 202100-2874 ("Umu"),

hereinafter referred to as "Party" individually and "Parties" collectively with respect to

"National e-Infrastructure for Aging Research"

(hereinafter referred to as "NEAR")

#### 1 BACKGROUND AND PURPOSE

- 1.1 The Parties shall run operations regarding the NEAR research infrastructure, which consists of a core (NEAR Centre) and local databases. The NEAR research infrastructure was established in 2018 and has an agreement in place for the current funding period from the Swedish Research Council.
- 1.2 Through the Decision of 15 September 2021, the Swedish Research Council has awarded infrastructure grants for the period 1 January 2023 to 31 December 2028 for the implementation of NEAR as shown in the Application dated 16 February 2021. KI shall be the asset manager for NEAR ("Asset Manager") under the Special Conditions. The aim of NEAR is to strengthen aging research in Sweden by providing added value to the field through a broad multidisciplinary research perspective that cannot be achieved through the individual databases. This will increase the quality and generalisability of research results and intensify international partnerships. The ultimate aim is to help identify sustainable intervention strategies for better health and care for the elderly.
- **1.3** NEAR shall be openly available, which means that Users shall be granted access to NEAR through a transparent process based on specific criteria. Commercial users or contract research shall cover the actual cost of using NEAR.

#### 2 DEFINITIONS

"Application" refers to the material submitted to the Swedish Research Council with the application, Annex 1.

"Users" refers to researchers at Swedish and foreign higher education institutions, as well as commercial and other relevant stakeholders.

"Background Information" refers to information and/or intellectual property of relevance to NEAR which the Party (or its researchers) holds or possesses and which has been developed or acquired prior to the conclusion of this Agreement or which is subsequently developed or acquired outside the scope of the collaboration under this Agreement and which the Party elects to disclose to another Party during the term of this Agreement.

"Decision" refers to the Swedish Research Council's decision for funding NEAR, Annex 2.

"Grant" refers to the grant decided by the Swedish Research Council as stated in the Decision, Special Conditions and Table 1 under section 4.3 below. The detailed distribution of the Grant shall be determined by the Steering Committee at its first meeting following the signing of this Agreement by all Parties.

"Budget" refers to the budget indicated in the application to the Swedish Research Council for NEAR, Annex 3.

"Centre" is where NEAR operations are conducted at each Party.

"Co-funding" refers to the Parties' contributions to NEAR by providing the necessary personnel, facilities, instrumentation and other resources to NEAR as set out in the Budget in the application to the Swedish Research Council, Annex 3.

"Collaborative Results" refers to information associated with intellectual property rights which is developed during the term of the agreement for use within the NEAR infrastructure, such as database architecture, software, source code and method development, generated through the Parties' participation in the collaboration under this Agreement. Collaborative Results do not include data and other intellectual property provided to NEAR by a Party/User for use in the Collaborative Results. Nor do Collaborative Results include research results produced between a User and a Party.

"Strategic Plan" refers to a long-term plan for the operations.

"Special Conditions" refers to the specific conditions for funding granted to research infrastructure of national interest in respect of NEAR, and are included in Annex 4 including sub-annexes.

"Conditions" refers to the Swedish Research Council's general conditions for funds granted for research and research-supporting activities and is included in Annex 5.

"Annual Operating Budget" refers to the detailed budget decided by the NEAR Steering Committee for each year based on the Budget and sent to the Swedish Research Council.

"Annual Operating Plan" refers to the plan that is adopted each year by the Steering Committee and sent to the Swedish Research Council.

#### 3 GENERAL OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

- The Parties shall jointly operate NEAR in accordance with the Application and the Conditions, and shall endeavour to ensure that information exchanged between the Parties is as reliable as possible. The Parties shall keep one another informed as soon as possible of circumstances that may affect the chances of operating NEAR. The Parties undertake to co-fund NEAR in accordance with the Budget.
- 3.2 The Parties shall provide KI, to the extent required, with all necessary documentation to enable KI to report to the Swedish Research Council and to comply with the Decision and the Conditions for the granting of funding to NEAR.
- **3.3** Each Party is responsible for ensuring compliance with the relevant provisions in

the Conditions when providing and using the infrastructure in each individual case. The Party/Parties must always ensure that operations within NEAR are carried out in accordance with the law and good research practice. The Party/Parties must always ensure that Users of the research infrastructure hold the necessary permits for their use of the operations. A separate agreement for the use of the infrastructure, or the performance of contract research, shall be concluded with the user/client in each individual case. The templates or instructions proposed by the internal management team and decided by the Steering Committee shall be used. The Conditions of the agreement shall be consistent with Section 6 of this Agreement.

- JU is an endowed university college where the core operations education and research are run through wholly owned subsidiaries, known as specialised higher education institutions. The Parties hereby accept that JU's obligations within the scope of NEAR will therefore be fulfilled by JU's wholly owned subsidiary Hälsohögskolan i Jönköping AB (HHJ) or by another wholly owned JU subsidiary. JU shall ensure that Hälsohögskolan i Jönköping AB (HHJ) or any of its subsidiaries engaged, agrees in writing to abide by the conditions set out in this Agreement. JU is responsible for ensuring that its subsidiaries fulfil their obligations towards the other Parties.
- 3.5 The Annual Operating Plan shall set out the scope and focus of NEAR. The cost and timeframes and the operations to be carried out by each participating Party are set out in the Application (Annex 1), with any adjustments as indicated in the Special Conditions (Annex 4).
- 3.6 No information, Collaborative Results, know-how, intellectual property or similar transferred between the Parties shall be deemed to be transferred with any title or guarantee of any particular quality or any particular usefulness, nor shall there be any guarantee that the use of the intellectual property will not affect the rights of third parties. Each Party is solely responsible for its own use of any information, intellectual property or similar belonging to another Party.
- 3.7 A Party shall not be liable to another Party for indirect losses, such as loss of profits, loss of production or the like, unless the damage is caused by wilful misconduct or gross negligence. A Party's total liability for damages to other Parties jointly under this Agreement shall be limited to the amount equivalent to such Party's share of the project costs as set out in the Budget. This limitation shall not extend to liability for losses caused intentionally or by gross negligence or extra-contractual damages.

3.8 The infrastructure and local databases shall be administered by the Parties with secure storage and traceability of its sensitive data, and use of data shall be in accordance with the requirements of the EU General Data Protection Regulation, EU 2016/679.

#### 4 FUNDING AND COSTS

- 4.1 The grant relates to costs for operation and scientific equipment (annual depreciation cost). Each Party will receive funds in NEAR from KI under the Grant. The funds received by the Party shall be used in accordance with this Agreement and the provisions set out in the annexes to this Agreement.
- 4.2 Within the framework of the funding below, KI shall pay compensation to each Party from the Grant as shown in Table 1 below. The Steering Committee will decide on a more detailed Annual Operating Budget on the basis of Table 1. The remuneration will be paid twice a year, provisionally in February and August. The Annual Operating Budget for the first year of operation of NEAR shall be established at the first meeting of the Steering Committee. It shall then be monitored and adjusted annually.
- 4.3 NEAR shall be funded by the participating Parties and the Swedish Research Council as specified in the Special Conditions and the Budget. In summary, this means that each Party's commitments in NEAR shall be funded at least 50% by Co-funding, and the remainder by the Grant from the Swedish Research Council. Table 1 below shows the distribution of the grant from the Swedish Research Council, expressed in thousands of Swedish kronor (SEK thousands).

A (SEK thousands)	2023	2024	2025	2026	2027	2028
Total contribution from	27,946	29,684	27,032	26,658	29,328	30,795
The Grant is distributed						
as follows:						
Operation						
KI						
NEAR	8,460	9,070	9,108	8,741	8,910	9,079
SNAC-K&KP	3,509	3,572	3,637	3,702	3,770	3,839
SNAC-N	960	982	1006	1,031	1,055	1,080
SALT & SATSA	222	227	233	240	246	252
ВТН						
SNAC-B	1,896	1,944	1,992	2,041	2,090	2,144
GU						
H70, H85, H95+ & PPSW	2,968	2,990	3,012	3,038	3,060	3,086
OCTO-Twin	636	646	669	613	625	646
JU						
GENDER	524	542	558	573	610	628
LU						
SNAC-G	3,046	3,093	3,142	3,191	3,242	3,293
SU						
SWEOLD	2,725	3,743	504	514	2,724	3,737
UmU						
Betula	643	656	672	689	711	721
SHARE - Sweden	0	0	0	0	0	0
Trybo&Svenis	1,000	1,000	1,000	1,000	1,000	1,000
UU						
SIMPLER	0	0	0	0	0	0
Scientific equipment (depreciation cost)						
KI						
NEAR	170	70	245	70	70	70
Purchased services						
KI						
NEAR	1,187	1,149	1,254	1,215	1,215	1,220

Table 1. Grant received from the Swedish Research Council for NEAR, according to Party and cohort. The exact amount for scientific equipment will be determined after the final financial statement.

- 4.4 Pursuant to the Conditions, KI as the Asset Manager may decide to suspend, in whole or in part, the disbursement of a grant awarded to a Party that fails to comply with the conditions defined by the Swedish Research Council or the conditions set out in this Agreement. KI may not withhold funds granted to a Party if the Party has taken corrective action within 30 days of a written request to do so.
- 4.5 The Parties agree that NEAR should have a common model for user fees. The level of user fees decided by the individual Centres shall not conflict with the common model.

#### 5 ORGANISATION

#### 5.1 Asset Manager

5.1.1 KI is the Asset Manager and bears overall responsibility for NEAR in accordance with the Conditions. The Asset Manager is ultimately responsible for ensuring that NEAR is implemented in accordance with the Application and that the conditions applicable to the research infrastructure are met. To ensure this, the Asset Manager will, inter alia, draw up instructions governing the responsibilities and powers of the Steering Committee in accordance with 5.2 and its reporting to the Asset Manager. The Asset Manager is also responsible for communication and information with the Parties and for ensuring that particularly important decisions are made by them. The Asset Manager will regularly seek the views of all Parties on issues such as the overall budget (including co-funding) for and development of NEAR.

#### 5.1.2 The Asset Manager

- a) is responsible for financial resources and reporting to the Swedish Research Council,
- b) is responsible for phasing out according to an agreed phase-out plan,
- c) is responsible for carrying out the operations in accordance with the description of each module, see Annex 1.
- d) is responsible for ensuring that all infrastructure operations are carried out as an organisationally and financially separate entity for the Asset Manager.
- e) is the employer of the Director and Deputy Director and formally decides on the appointment of the Director and Deputy Director in consultation with the Parties,
- f) is responsible for notifying the Swedish Research Council if the infrastructure operations can no longer or should no longer be carried out in accordance with the Special Conditions and the information provided in the Application, and for obtaining approval from the Swedish Research Council to implement organisational changes,
- g) is responsible for ensuring that an action plan for gender equality is in place, and

 h) decides on the composition of the Steering Committee, including the Chair, after consultation with the Parties (via an internal management team) and the Swedish Research Council.

#### 5.2 Steering Committee

- 5.2.1 There shall be a Steering Committee for NEAR. The Steering Committee shall be mandated to:
  - a) decide on strategic issues concerning NEAR operations (including finance and organisation), by setting an Annual Operating Budget, Operating Plan, report on operations and phase-out plan as per the Application and as proposed by the internal management team.
  - b) establish governance documents for NEAR operations, e.g. for prioritising access to the infrastructure, making available research data and software developed at/using the infrastructure.
- 5.2.2 The Steering Committee does not have a mandate to make decisions involving the exercise of public authority or a mandate to enter into binding agreements.
- 5.2.3 The Steering Committee shall have a broad national/international base, a balanced gender distribution and scientific expertise in the field of activity of the infrastructure. Priority should be given to experience in infrastructure management when assembling the Steering Committee. The Director, as well as the respective centre director, shall not be a member of the Steering Committee, but may be invited to attend meetings of the Steering Committee without the right to vote. The Director may act as rapporteur.
- 5.2.4 The Steering Committee consists of five (5) to seven (7) members, one (1) of whom is the Chair.
- 5.2.5 Members are appointed for a period of three (3) years with the possibility of renewal for a further three (3)
  - (3) years.
- 5.2.6 The Steering Committee will normally meet on at least two (2) and not more than four (4) occasions a year at the invitation of the Chair. A quorum is constituted when at least two thirds of the members of the Steering Committee (including the Chair) are present. Decisions of the Steering Committee shall be made by qualified majority, the Chair having a casting vote in the event of a tie. Any member who is disqualified may not take part in the proceedings or be present when the matter is decided. Meetings may also be held remotely using conferencing technology such as telephone, videoconferencing or other forms of telecommunication.

- 5.2.7 Notice of Steering Committee meetings, including a provisional agenda identifying items for decision, shall be provided to members at least two (2) weeks prior to each meeting. Meeting documents will be distributed to members at least one (1) week before each meeting.
- 5.2.8 Minutes shall be kept of the meetings of the Steering Committee. The minutes shall record the decisions made by the Steering Committee. The minutes shall be signed by the secretary and approved by the Chair and the person elected at the meeting to approve them. Members have the right to have a dissenting opinion recorded in the minutes. The Chair of the Steering Committee shall ensure that the minutes are circulated to all members and the Parties no later than three (3) weeks after the meeting. The minutes of the Steering Committee shall be kept by the Asset Manager in a secure and legal manner.
- 5.2.9 Parties have a right to veto decisions made by the Steering Committee that may seriously affect the Party's finances, tasks and/or other interests of particular importance. Any such veto must be in writing, well-reasoned and received by the Chair no later than two (2) weeks after the Party has received the reviewed minutes of the meeting setting out the decision.

#### 5.3 Director and Deputy Director

- 5.3.1 The Director is responsible for the operational management of NEAR.
- 5.3.2 The Director's duties
  - a) plans, manages and prioritises NEAR operations at operational level, within the framework of the Application, Budget, Conditions and Annual Operating Plan, Annual Operating Budget and longer-term operations. This work includes management of NEAR funds in accordance with the Annual Operating Budget and responsibility for day-to-day accounting,
  - b) prepares documents for the Steering Committee,
  - c) acts as rapporteur for the Steering Committee,
  - d) keeps the Steering Committee informed of any circumstances that substantially delay or prevent the implementation of NEAR's Annual Operating Plan or Strategic Plan.
- 5.3.3 The term of office of the Director and Deputy Director shall be six (6) years. The Director and the Deputy Director have the right to resign with reasonable notice, and the same applies if the Asset Manager wishes to dismiss the Director or the Deputy Director. In such cases, the Asset Manager shall take steps to ensure that a new Director or Deputy Director is appointed as soon as possible.

#### 5.4 Internal management team

There shall be an internal management team for NEAR. This will be chaired by the Director and the Deputy Director and shall be an advisory body to the Steering Committee. The internal

management team will prepare proposals to the Steering Committee concerning the Annual Operating Plan, the Annual Operating Budget and the implementation of guidelines. They are also responsible for the overall implementation and quality control of NEAR operations.

5.4.1 The internal management team shall be formulated according to the needs of the operation and have a composition that reflects the distribution of operations between the various centres. The management team shall consist of the Director and Deputy Director and a representative of each of the NEAR databases. The representative is appointed by the Party hosting the respective Centre in NEAR.

#### 5.5 Central NEAR – operational team

There shall be an operational team for central NEAR, headed by the Deputy Director. The operational team is responsible for the operation of NEAR, user contact and marketing.

#### 5.6 Local databases

5.6.1 There is a database coordinator and a research manager for each local database.

#### 5.7 Replacement of the Asset Manager

5.7.1 The Asset Manager may be replaced following a decision by the Swedish Research Council.
The request to replace the Asset Manager must be signed by the Vice-chancellor at all Parties.

#### 5.8 Modification of the infrastructure collaboration

- 5.8.1 If the direction of the operations is changed or organisational changes are made, the Asset Manager shall notify the Swedish Research Council and, where applicable, obtain the approval of the Swedish Research Council, and a new agreement shall be drawn up between the Parties.
- 5.8.2 Any Party wishing to withdraw from this Agreement early shall notify the Asset Manager of this. The Asset Manager shall seek the views of the Parties and then decide, after consultation with the Swedish Research Council, when such withdrawal may take place. It is incumbent on the Party to fulfil all its obligations up to the date on which withdrawal can take place.
- 5.8.3 After consultation with the Parties and the Swedish Research Council, the Asset Manager may make a decision to exclude a Party if it is in material breach of its obligations under this Agreement.

#### 6 INTELLECTUAL PROPERTY OBLIGATIONS

#### 6.1 COLLABORATIVE RESULTS

- 6.1.1 Collaborative Results are owned by the Party that generated the Collaborative Result; or by the originator at that Party, if so required by law, custom or agreement. The Collaborative Results generated by several Parties are jointly owned by them and/or their originators. The local NEAR databases/cohorts held or possessed by a Party (or its researchers) which have been developed or acquired prior to the conclusion of this Agreement and which will be continuously supplemented and expanded during the term of this Agreement are not Collaborative Results and will continue to belong to the Party developing them.
- 6.1.2 Each Party shall ensure that the Collaborative Results created within NEAR that are of significance to the operation of NEAR and were generated by the Party or its employees or assistants may be used free of charge by all Parties for the operation of NEAR and for their own non-commercial purposes for as long as the operation is carried out by the Party.
- 6.1.3 If the Parties need to make agreements between themselves or with third parties regarding rights to the Collaborative Results, this shall be set out in writing in a separate agreement between all Parties concerned, whereby any rights of the Parties to such Collaborative Results under this Agreement shall be safeguarded and secured.

#### 6.2 USERS' RESULTS

6.2.1 Users of the infrastructure own and are responsible for their data and results in accordance with the law and separate agreements.

#### 6.3 BACKGROUND INFORMATION

- 6.3.1 This agreement does not involve any transfer of ownership rights to Background Information between the Parties.
- 6.3.2 The Parties are under no obligation to share background information but shall endeavour to exchange such information within NEAR as is likely to be relevant to research and development in NEAR.
- 6.3.3 The right to use Background Information shall be granted, free of charge, to other Parties if it is necessary for these Parties to carry out their own work under NEAR, subject to the limitations notified by the Party pursuant to Section 6.3.2.

#### 7 PUBLICATION

- 7.1.1 Research data and software developed at NEAR and owned or licensed by NEAR or a Party shall be made publicly available in accordance with the Conditions as soon as is practicable.
- 7.1.2 The support of the Swedish Research Council must be acknowledged in all publications in accordance with the Conditions.
- 7.1.3 Personnel working in NEAR may be co-authors on publications if the criteria applicable for scientific co-authorship are met. The Vancouver rules of authorship are applicable as the main international standard for publication ethics.

#### 8 CONFIDENTIALITY

- 8.1 .1 All information exchanged between the Parties that is clearly marked "Confidential" in the case of written information or that is verbally classified as confidential and is confirmed in writing to be confidential no later than ten (10) working days after the date of disclosure in the case of verbal information shall constitute "Confidential Information". A Party receiving Confidential Information from another Party shall not disclose such information to third parties and shall treat such information with caution. This will apply for the duration of the Agreement and for a maximum of ten (10) years after receipt of the Confidential Information.
  - **8.2** However, the following shall be exempt from the obligations set out in 8.1.1:
  - information that is in the public domain or disclosed pursuant to a law, regulation or court order,
  - information which has come to the knowledge of the receiving Party other than by disclosure by another Party, with no obligation to maintain confidentiality,
  - information which at the time of disclosure under this Agreement was or subsequently entered the public domain other than through the negligence of the rights holder,
  - information generated by the receiving Party independently of the information provided by the disclosing Party.

The Parties are aware that the operations of all Parties are subject to the principle of public access to official documents and that public access to official documents can only be restricted pursuant to legal provisions.

#### 9 BREACH OF THIS AGREEMENT

- 9.1 Any Party in breach of its obligations under this Agreement shall remedy the breach at the request of the affected Party and fulfil its obligations within thirty (30) days of a written request to do so. Disbursement of the Grant may be withheld in this case, in accordance with Section 4.4.
- 9.2 Any breach of the Agreement shall be cited within a reasonable time after it was discovered or ought to have been discovered (complaint). However, if the breaching Party has acted intentionally or with gross negligence, a breach of the Agreement may be cited even if no complaint has been made.
- 9.3 If several Parties are jointly affected by the breach of the Agreement, claims for performance or remedy may be brought by the Parties jointly. Any affected Party may submit a complaint on behalf of all the affected Parties. Any affected Party may bring a claim for damages.
- 9.4 A Party shall continue to fulfil its obligations during the term of this Agreement even if it is of the opinion that another Party has breached its obligations, unless the Steering Committee decides otherwise in order to avert the risk of harm.

#### 10 CUTBACKS

- After consultation with the Swedish Research Council and the Parties, the Asset Manager may decide on the early termination of NEAR operations and this Agreement in accordance with the established phase-out plan. Responsibility for decommissioning costs shall be allocated between the Parties in accordance with the phase-out plan, or otherwise as is reasonable with regard in particular to the funds provided to each Party.
- Regardless of who owns Collaborative Results under the Agreement, the Parties agree that it is in Swedish research interests in line with the intentions and objectives underlying the Swedish Research Council's grant to national research infrastructures to ensure that the infrastructures that are built up can survive and be further developed. Against this background, the Parties agree that in the event that the Parties' collaboration under this Agreement is terminated, a Party shall continue to have the right to use, free of charge, for non-commercial purposes, the Collaborative Results of another Party to the extent necessary to continue all or part of NEAR operations and for its own academic teaching and continued research.

#### 11 GENERAL

11.1 This Agreement is valid between 1 January 2023 and 31 December 2028, or for the period to be agreed by the Parties in a supplementary document to this Agreement to be signed by the Parties if the activity receives continued funding from the Swedish Research Council after this period.

Additions and amendments to this Agreement shall be in writing and signed by all parties.

- A Party may not assign, pledge or otherwise transfer its obligations or rights under this Agreement without the written consent of all other Parties. Nor may a Party substitute another party without such consent.
- 11.3 The Agreement consists of this Agreement and the Annexes (1 to 5). Annexes 1 to 5 shall take precedence over the Agreement (in the stated order) in the event of a conflict of interpretation between this Agreement and its Annexes. This Agreement shall be interpreted in accordance with Swedish law.
- The Parties undertake to attempt to resolve disputes arising from this Agreement through negotiation. If a disagreement arises which cannot be resolved within twenty (20) working days by persons at the operational level of the Parties involved, the Party concerned may ask the other Parties involved to enter into negotiations between persons from the executive management teams of the Parties concerned, or equivalent.

If the Parties involved fail to reach a negotiated solution within 20 working days (or within such other period as they may agree in writing), the dispute shall be referred to the Government for a final and binding decision. The dispute shall be referred to a court instead if the dispute concerns the relationship between a Party that is a governmental authority/Parties that are governmental authorities and a Party that is not a governmental authority.

- 11.5 Contact details for communication of information between the Parties:
- KI Laura Fratiglioni, laura.fratiglioni@ki.se
- BTH Johan Sanmartin Berglund, johan.sanmartin.berglund@bth.se
- GU Linda Hassing, linda.hassing@psy.gu.se, Ingmar Skoog, ingmar.skoog@gu.se
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[Signature pages follow.]

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#### List of annexes

ANNEX 1: Application together with scientific plan

ANNEX 2: The Swedish Research Council's decision for funding of the National e-Infrastructure for Aging Research (NEAR)

ANNEX 3: Budget

ANNEX 4: Special Conditions for funding granted to research infrastructure of national interest regarding the National e-Infrastructure for Aging Research (NEAR)

ANNEX 5: The Swedish Research Council's general conditions for funds granted for research and research-supporting activities