

AGREEMENT

for the Industrial and Societal Partnership Programme within "Digital Futures"

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for the Industrial and Societal Partnership Programme within "Digital Futures"

The following Parties collaborate through the Centre "Digital Futures" ("the Centre" or "Digital Futures") established at KTH:

Kungliga Tekniska högskolan, org. no: 202100-3054, having its registered offices at Brinellvägen 8, 100 44 Stockholm, ("KTH"),

Stockholms universitet, org. no: 202100-3062, 106 91 Stockholm, ("SU"),

Research Institutes of Sweden AB, org. no: 556464-6874, with registered postal address: Box 857, 501 15 Borås, ("RISE")

and hereby enter into this Agreement as the Centre's Founding Parties, together with Acceding Parties, through the Accession Form, Appendix 2.

BACKGROUND

The society is constantly transforming and digital technologies are rapidly changing the way we live, work, play and communicate. This entails a range of opportunities to address societal challenges in new and more efficient ways.

With long-term government funding the Centre was jointly established in 2020 by KTH, RISE and SU, all of which host leading research environments. It is an evolution of the Strategic Research Area Information and Communication Technology the Next Generation (ICT TNG), dating back to 2009.

The Centre is a cross-disciplinary research centre that will leverage these opportunities. The vision is to bring solutions to societal challenges through digital transformation. This will be achieved through the mission to excel in research, empower people and build community.

Building community involves development of collaboration between academia, industry and the public sector. This is addressed through the Digital Futures Industrial and Societal Partnership Programme.

For this purpose, the Centre will gather a strong team of leading academic experts from KTH, SU and RISE, and further leading expertise will join from industrial, governmental and academic partners, through accession to this Agreement.

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1. Definitions

Acceding Party means any other party and its Affiliate than the Founding Parties, who joins the Industrial and Societal Partnership Programme by accession to this Agreement.

Activities means activities, work or any other undertaking to be performed by the Parties, jointly or separately, under this Agreement or under a separate agreement or the equivalent, as further described in the Industrial and Societal Partnership Programme Strategic Roadmap.

Affiliate means any legal entity, which is directly or indirectly controlling, controlled by, or under common control with a Party by ownership of more than fifty percent of the votes, or share capital.

Agreement means this agreement together with its appendices.

Agreement Templates means the agreement templates for Partner Innovation Projects and Societal Innovation Projects that will form an integral part of this Agreement.

Confidential Information means any information disclosed in any form whatsoever (including, but not limited to, disclosure made in writing, orally or in the form of samples, models, computer programs or otherwise) by the Disclosing Party to the Receiving Party under this Agreement, provided that (i) if such information is disclosed by the Disclosing Party in writing, it shall be marked as confidential at the time of disclosure, (ii) if such information is disclosed by the Disclosing Party orally, it shall be identified as confidential at the time of disclosure and confirmed in writing within five (5) days hereof, (iii) if disclosed in any other manner, it shall be designated in writing as confidential at the time of disclosure. However, the term Confidential Information shall not include any information disclosed by the Disclosing Party to the Receiving Party which a) is on the Effective Date, or thereafter becomes, publicly available otherwise than through an act or negligence of the Receiving Party, b) is demonstrably developed at any time by the Receiving Party without use of Confidential Information, c) is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use or d) to the extent the Receiving Party has an obligation to disclose such information under applicable law (such as the Public Access to Information and Secrecy Act (2009:400)), stock market regulations applicable to such Party or a court or administrative order, provided that the Receiving Party, to the extent legally possible, has given prior written notice to the Disclosing Party to allow it to seek protective or other court orders, and provided that the Receiving Party has made reasonable effort to protect the Confidential Information in connection with such disclosure.

Disclosing Party means a party disclosing Confidential Information to another Party under this Agreement

Founding Parties of the Centre means KTH, RISE and SU.

Governing Board means the decision-making body of the Centre.

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Industrial and Societal Board means the decision-making body of the Industrial and Societal Partnership Programme.

Industrial and Societal Partnership Programme (Partnership Programme) means the programme through which industrial and societal partners are connected to the Centre.

Industrial and Societal Partnership Programme Strategic Roadmap (Strategic Roadmap) means a document developed and maintained for the Partnership Programme that identifies the thematic scope of the Partnership Programme, including challenges and research problems of interest to the Parties (Appendix 1 attached to this Agreement, forming an integral part of the Agreement in the latest amended version). The Strategic Roadmap shall be developed and maintained by the Industrial and Societal Board in close collaboration with the Industrial Committee and the Societal Committee. The Industrial and Societal Board approves the Strategic Roadmap.

Other activity means any other activity or project under the Industrial and Societal Partnership Programme that is not a Societal Innovation Project or Partner Innovation Project, such as talent development and post doc projects.

Party/Parties means all Parties to this Agreement including Founding Parties as well as Acceding Parties.

Partner Innovation Projects are projects within the scope of the Partnership Programme with dedicated lead, resources provided (at least partly) through the Centre, and typically involving a subset of the Parties. Task Groups

Project means a Partner Innovation Project or a Societal Innovation Project.

Receiving Party means any Party, which receives Confidential Information under this Agreement.

Societal Innovation Projects are projects addressing needs of the City of Stockholm or the Region Stockholm to create unique solutions for increased citizen benefit in Stockholm and globally, positioning Stockholm as a role model that attracts the best national and international competence.

2. Organisation

2.1 *The Industrial and Societal Board* is the decision-making body of the Industrial and Societal Partnership Programme instated by the Governing Board. It makes decisions on the Strategic Roadmap as well as budget and activity plan and follows up on developments of the of the Industrial and Societal Partnership Programme on an annual basis. The Industrial and Societal Board also makes decisions on prioritized Projects and Other activities to recommend to the Governing Board for co-funding approval and formal approval by KTH's President. The Industrial and Societal Board shall work in the interest of the Centre and the

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Industrial and Societal Partnership Programme. The Industrial and Societal Board does not have the mandate to represent the Parties in relation to third parties or to make decisions entailing the exercise of official authority.

KTH's President appoints the Chair and formally accepts the members of the Industrial and Societal Board. Founding Parties and Acceding Parties shall have the right to nominate one (1) representative each. Each Party through its representative has one (1) vote. Each Party is responsible for their representation at the meetings of the Industrial and Societal Board and may appoint a deputy by Power of Attorney to represent them, however no other Party. Decisions are made upon simple majority of the members present at the meeting. If the vote is equal, the Chair of the board shall have the casting vote.

The Industrial and Societal Board shall have at least two (2) meetings each year. Written notice to attend the meeting shall be issued no later than two (2) months prior to the meeting.

2.2 *The Industrial Committee* identifies themes of common interest and coordinates Task Groups. It prepares the documentation and matters for decision by the Industrial and Societal Board meetings. Board.

Unless otherwise agreed, the Industrial Committee consists of one to two representatives from each Acceding Party and Founding Party. The representatives are appointed by the Industrial and Societal Board upon nomination by the Party they represent.

2.3 *The Societal Committee* identifies and prioritizes needs in society and coordinates Task Groups. It prepares the documentation and matters for decision by the Industrial and Societal Board meetings.

Unless otherwise agreed, the Societal Committee consists of one to two representatives from each Acceding Party and Founding Party. The representatives are appointed by the Industrial and Societal Board upon nomination by the Party they represent.

2.4 *The Task Groups* will be created around specific topics on digital transformation. The Task Groups will propose project ideas, identify companies and organisations with common interests and shape project proposals, generate knowledge in critical areas together with relevant partners.

The Task Groups consist of representatives from Acceding Parties, Founding Parties, and other relevant entities.

2.5 *Overall organisation of the Centre*

The Industrial and Societal Partnership Programme is part of the Centre, which provides support and direction.

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The Centre's governance and management structure involves more than one hundred faculty members and consists of the KTH President, the Governing Board, the Executive Committee, the Operations Team, the Strategic Research Committee and Working Groups. An International Scientific Advisory Board will support the Governing Board and management to evaluate activities and give advice for strategic decisions.

The Governing Board (GB) is the decision-making body of the Centre, deciding on the strategic plan and budget. There are eight members of the Governing Board, representing KTH, SU and RISE.

The Executive Committee (EC) is responsible for day-to-day operations. The members of the Executive Committee include faculty representatives and the Digital Futures Operations Team.

The Operations Team supports day-to-day operations of the Centre.

The Strategic Research Committee (SRC) is responsible for shaping the research strategy of the Centre, identifying new relevant research areas/topics, planning and organizing initiatives that support interaction among researchers and ensuring quality control.

The Working Groups (WG) address the societal challenges and research themes that the Centre's strategic research programme focuses on: Smart Society, Digitalized Industry, Rich and Healthy Life, Engineering Education, Trust, Cooperate and Learn. The Working Groups are chaired by members of the Strategic Research Committee.

3. New Parties

The Founding Parties shall welcome new Parties (Acceding Parties) and their Affiliates to this Agreement and to the Industrial and Societal Partnership Programme in good faith and collaboration. A new Party's interest in acceding to this Agreement, as well as the start of negotiations to become partner, shall be announced to the Industrial and Societal Board to seek the Industrial and Societal Board's recommendation. The Governing Board decides on the acceptance of new Acceding Parties to recommend to KTH President for confirmation and official decision. Upon the Governing Board's decision to accept an Acceding Party to this Agreement, KTH President has the mandate to sign the Accession Form on behalf of the Founding Parties.

Any Party may raise an objection for competitive reasons against a new Party acceding to this Agreement to the Industrial and Societal Board. Such objection must be duly justified in writing by the Party raising the objection and presented to the Governing Board by the Industrial and Societal Board. An existing Party may denounce this Agreement with immediate effect if the Governing Board decides to accept the new Party against the objecting Party's will. Digital Futures Industrial and Societal Partnership Programme shall have the right to keep any received financial contributions under this Agreement. The Party denouncing the Agreement shall continue its participation in ongoing Projects.

Acceding Parties become Parties to this Agreement and partners of the Industrial and Societal Partnership Programme upon signing the Accession Form in Appendix 2.

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4. This Agreement as well as any Party's rights and obligations under this Agreement may not be transferred or assigned to any other party, without formal prior written consent by the other Parties.

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5. Financial Contributions

General

The Founding Parties receive governmental funding for Centre activities as well as in order to co-fund Projects and Other activities.

Digital Futures aims to provide matching funding for selected Partner Innovation Projects, corresponding to the sum of the cash funding provided by the Acceding Parties involved in the Project.

Matching funding for Societal Innovation Projects and Other activities will be agreed upon in each Project Agreement.

Acceding Parties' contribution to the Centre and its activities shall be through payment of a partnership fee as well as through contributions in cash and/or in kind.

Partnership fee

Each Acceding Party shall pay a partnership fee of 500 000 SEK upon acceding to this Agreement and subsequently in advance for each calendar year. KTH will furnish the Acceding Party with invoices. Term of payment shall be within thirty (30) days after which KTH may charge interest under the Swedish Interest Act (sw. Räntelag (1975:635)). Exceptions may be made on a case-by-case basis for a Party's delayed settlement due to such Party's internal procedures to make payment. The funding shall be held in a separate account at KTH. The partnership fees will help fund the Partnership Programme and not Partner Innovation Projects or Societal Innovation Projects, which are to be funded by participating parties in such projects.

Financial contributions to Projects or Other activities

A Party's level of ambition to contribute in cash for work performed at Digital Futures under one or more Projects or Other activities shall be indicated in the Accession Form upon such Party acceding to this Agreement.

The decision to participate in Projects or Other activities shall be at each Party's sole discretion and subject to an agreement with the other Parties joining in.

Payment of financial contributions for participation in Projects is to be regulated in each Project Agreement.

Projects

Societal Innovation Projects will be defined from a bottom-up perspective where Digital Futures faculty comes together with partners in workshops defining Projects or Other activities. These will be presented to the Industrial and Societal Board.

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Upon approval by the Industrial and Societal Board, new Projects or Other activities under the Industrial and Societal Partnership Programme, will be presented to the Governing Board. Subject to the Governing Board's and KTH's President's final approval to co-fund the Project or Other activity, a separate agreement governing the collaboration on, for example the terms for sharing of intellectual property, will be set up between the participants in each Project and signed by the participants before the Project start.

The Parties are obliged to use the Agreement Templates that will form an integral part of this Agreement as a minimum standard for Projects. Each Party to this Agreement is obliged to ensure that other Project parties who are not members of the Partnership Programme shall accept and use the Agreement Templates in joint Projects with any Party to this Agreement.

6. Use of trademarks, logos and names

Nothing in this Agreement shall grant the other Party any rights to use any of the trademarks, logos or names of the other Party or any of its Affiliates, even if any or such trademarks are included in any part of Background information or Result from a Project, without the prior written consent of the other Party.

Notwithstanding the foregoing, each Party to this Agreement shall be allowed to; (i) refer to the Centre Digital Futures and its partners in their communication to the public about the Centre, a Project or Other activity that the Party takes part in; and (ii) refer to the other Parties' names in reporting and auditing.

7. Confidentiality

Except as expressly agreed in this Agreement, the Receiving Party shall not, directly or indirectly, disclose Confidential Information to any third party, except as explicitly provided for in Section 1 (definition of Confidential Information) and in this Section 7. The Receiving Party shall in no event use a lower degree of care in safeguarding the Disclosing Party's Confidential Information than it uses for its own Confidential Information of like sensitivity and importance and upon discovery of any unauthorised disclosure of Confidential Information in its possession, a Receiving Party shall notify the Disclosing Party and cooperate with such Disclosing Party and shall use its best endeavours to prevent any further disclosure or unauthorized use thereof.

The Receiving Party is restricted in use of Confidential Information received from the Disclosing Party to what is needed for the performance of the Activities. Subject to Section 7 and 1, access to Confidential Information received from the Disclosing Party may be provided to only those of its employees, Affiliates, contractors and individuals otherwise similarly connected to a Party, to whom such access is necessary for carrying out the Activities and who have undertaken confidentiality terms towards the Receiving Party that are at least as comprehensive as and no less onerous than those set forth herein.

The obligations in this Agreement in relation to Confidential Information shall apply for a period of five (5) years from the date of disclosure of Confidential Information.

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8. Liability

Each Party is liable for its own portion of the financing of the Partnership Programme (Partnership fee). Thus, no joint liability exists. The Founding Parties shall not be held liable should approved governmental funding cease or the transfer of the governmental funding be delayed.

The Receiving Party of Confidential Information is liable towards the Disclosing Party for any damages incurred due to a failure by its Affiliates or by its Affiliates' employees or contractors to comply with the provisions in this Agreement.

Subject to the provisions in this Agreement, each Party shall be solely liable for any loss, damage or injury to third parties resulting from its use, as well as their Affiliates' use, of any information or Confidential Information shared under this Agreement. All information shared between the Parties under this Agreement is shared or provided "as is", without warranty or condition of any kind, either expressed or implied, including but not limited to, reliability, accuracy, completeness, merchantability, fitness for a particular purpose, or non-infringement of third parties' intellectual property rights.

Notwithstanding anything to the contrary in this Agreement, the Parties' will not have any obligation or liability whatsoever arising out of or in any way related to this Agreement in respect of each of the following, whether such loss is direct or indirect: (i) for loss of use, revenue or profit; (ii) for damages resulting from business interruption; (iii) for damages resulting from delay in performance and cost of substitute procurement; (iv) for costs of reproduction or recovery of data or information which is lost in whole or in part; and (v) for any incidental, consequential or special damages.

A Party's liability towards the other Parties collectively under this Framework Agreement shall under all circumstances be limited to a total 500 000 SEK.

A Party's liability towards other Parties in a Project or Activity is not covered by this Agreement and shall be regulated separately in each Project Agreement.

9. Breach

Any Party who breaches this Agreement shall, upon request of the injured Party, be required to rectify and fulfil its obligations, if such fulfilment can reasonably be demanded. Breach of this Agreement cannot be invoked unless notice about the breach has been sent to the Party in breach within reasonable time after it was discovered or should have been discovered (complaints). However, breach of this Agreement may be invoked even if no complaint has been filed, if the violating Party has acted with gross negligence or in violation of good faith and honour.

If several Parties have been affected jointly by the breach of this Agreement, the demands for fulfilment or rectification may be presented jointly by the Parties, by the Governing Board or by the Industrial and Societal Board. Each injured Party is entitled, by the remaining Parties, to file a complaint on behalf of all the injured Parties. Each injured Party may file claims for

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damages under this Agreement, except one or several academic or governmental Parties against one or several other academic or governmental Parties.

10. Term and Termination

This Agreement shall enter into effect on the [x] of September, be valid for one (1) year and then prolonged automatically one (1) year at the time.

A Party is allowed to denounce this Agreement by giving KTH six (6) months prior notice in writing. Digital Futures Industrial and Societal Partnership Programme shall have the right to keep any received financial contributions in the form of partnership fees and contributions to Projects and Other activities under this Agreement.

However, the duration of this Agreement is subject to the Swedish Parliament's yearly decision to continue the funding of the Strategic Research Area in which the Centre operates.

11. Jurisdiction and Dispute Settlement

This Agreement shall be governed and construed in accordance with Swedish substantive law.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC), except for any controversy or claim between the Founding Parties which shall be handled in accordance with their separate agreement on the management of government funding for Digital Futures.

The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish.

12. Miscellaneous

Any and all amendments and additions to this Agreement shall be made in writing by all Parties. Decisions regarding amendments or additions to this Agreement must be unanimous and must be approved by delegated decision-makers of each Party in order to become valid and to form an integral part of this Agreement.

Nothing in this Agreement shall constitute a partnership or joint venture by the Founding Parties or any Acceding Party.

Neither this Agreement nor any Party's rights and/or obligations under this Agreement may be transferred or assigned to any other party without prior written consent by the other Parties. The aforementioned shall not apply regarding companies that are affiliated to Stockholm County Council (Region Stockholm) and the City of Stockholm (Stockholms stad).

This Agreement is terminated with immediate effect for a Party in connection with any sale or transfer of all or a substantial portion of such Party's assets to a third party. Digital Futures Industrial and Societal Partnership Programme shall have the right to keep any received

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financial contributions under this Agreement by a Party in the event of such Party's early departure from the Programme or termination of this Agreement.

Nothing in this Agreement shall prevent a Party from complying with mandatory laws and regulations.

This Agreement has been done in three (3) original copies, each Party taking their own and each Acceding Party receiving one copy.

Appendices:

Appendix 1 – Industrial and Societal Partnership Programme Strategic Roadmap

Appendix 2 – Accession Form

/Signature pages will follow/

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Stockholm [insert date]

Sigbritt Karlsson

Rektor, Kungliga Tekniska högskolan

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Stockholm [insert date]

Astrid Söderbergh Widding, Dean

Stockholms universitet

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Stockholm [insert date]

Pia Sandvik, CEO

RISE

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APPENDIX 1

INDUSTRIAL AND SOCIETAL PARTNERSHIP PROGRAMME STRATEGIC ROADMAP (STRATEGIC ROADMAP)

[To be updated by the Parties continuously throughout the Term of the Agreement]

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APPENDIX 2

ACCESSION FORM

ACCESSION of a new Party

to the Agreement on the collaboration in Digital Futures' Industrial and Societal Partnership Programme

[OFFICIAL NAME OF THE NEW PARTY, org. no.; Address:]

hereby consents to become a Party to the Agreement identified above, including addendums to the Agreement, made prior to or at the time of the Accession, and accepts all the rights and obligations of a Party, including the use of the Agreement Templates, as of [insert date].

The Acceding Party's ambition is to contribute no less than [x] SEK in cash per year for work performed at Digital Futures under one or more Projects or Other activities (In addition to their cash contribution, Acceding parties contribute with a cash partnership fee and in-kind contribution to Projects).

The Founding Parties of Digital Futures hereby certify that the Governing Board of Digital Futures has accepted the Acceding Party as a new Party.

This Accession document was done in two (2) original copies, each Party taking their own and the Acceding Party receiving one (1) copy of the Agreement.

[insert date]

KUNGL. TEKNISKA HÖGSKOLAN (KTH) on behalf
of the Founding Parties
Signature(s)
Sigbritt Karlsson
President

[insert date]

[INSERT NAME OF THE NEW PARTY]
Signature(s)
Name(s)
Title(s)