Research collaboration with Umeå University

Information for collaborative partners

Umeå University welcomes collaborations in research as it promotes the University's own scientific work and teaching and is an effective way of disseminating knowledge for the benefit of society. For Umeå University participation, the collaboration must adhere to the University's overall mission, be characterised by quality, transparency and clarity, and comply with applicable laws, guidelines and the ethical principles of the University. It is important that collaborations do not jeopardise public trust in the University or restrict its ability to conduct research and education. Collaborations require written agreements.

For successful collaboration, the parties need to understand the conditions under which they both operate. The expectations and conditions of the parties form the basis for clear agreements and need to be clarified before the collaboration or assignment begins.

Umeå University is governed by certain legal and regulatory provisions that cannot be waived. These include rules on public access and confidentiality and on freedom in research, including the right to freely publish results. The University also needs to consider the intellectual property rights of academic staff, which entitles teachers to the results of their work. If doctoral, master's or undergraduate students are to participate in the collaboration, the University also needs to ensure that they can complete their studies on schedule.

With this document, Umeå University wants to clarify the conditions under which it can collaborate in research. In the case of collaboration with students at Umeå University, somewhat different conditions apply. For guidance, please contact the person in charge of the course or programme or contact the Research Support and Collaboration Office. More information is available at https://www.umu.se/en/collaboration-and-innovation

Different forms of collaboration in research

There are two possible forms of research collaboration: contract research and research collaboration. As the legal conditions are different, it is necessary to be clear in discussions on potential collaboration what form is meant.

Contract research

Contract research is exactly what the name implies, namely that the University conducts research on behalf of others. The University is obliged to charge a fee for the assignment that fully covers the University's costs for the project – fully financed. There are no formal obstacles to the client taking ownership of the results of the assignment, but in some cases use rights are sufficient. Ultimately, this is up to the client and the performing researcher to agree.

Research collaboration

Collaborative research means that the University conducts research with one or more other organisations, such as companies or other higher education institutions. Within collaborations, partners contribute such resources as funding, materials and existing knowledge. As collaborative research does not require full cost recovery for the University, the collaboration must not result in partners obtaining rights to background knowledge or results generated at the University unless separate and market-based compensation is paid for this. As the University is subject to EU state aid rules, the improper granting of such rights may be considered unauthorised State aid, which could potentially entail repayment obligations for the partner.

UMEÅ UNIVERSITY

Confidentiality and professional secrecy in research

Umeå University is a Swedish authority and is thus subject to the principle of public access to official documents. Information provided to Umeå University or which is created here becomes a public document, which often must be disclosed if someone requests access to it.

But the principle of public access to official documents is not without limits. Information in public documents may be subject to secrecy. Keeping information confidential requires support in the Public Access to Information and Secrecy Act. The secrecy of information is always assessed on a case-by-case basis and each piece of information is assessed individually. The University can never guarantee more confidentiality than the Public Access to Information and Secrecy Act allows.

An example of what may be covered by secrecy at Umeå University is certain information provided by a partner or client to Umeå University in connection with research where the University and the company collaborate. There must also be reasons for Umeå University to assume that it has received the information on the condition that it may not be disclosed (Public Access to Information and Secrecy Act, Chapter 24, Section 5 and Chapter 31, Section 12). As such, it is good to have an agreement that clearly states what information the company will share with Umeå University and what information the company considers confidential. When the information is provided to the researchers at Umeå University with whom the company collaborates, it is also important that the company is clear that the information is to be handled confidentially. It is always Umeå University that makes the assessment of whether the information can be kept confidential according to the rules in the Public Access to Information and Secrecy Act. The company's wish for the information to be kept confidential is part of that assessment.

If a piece of information is covered by secrecy, the University employee has a duty of confidentiality. This means that the employee must not disclose the information in any way. This duty of professional secrecy, which is subject to criminal sanctions, is a legal obligation and provides stronger protection for the data than a contractual obligation of confidentiality. If the company nevertheless wishes to sign an agreement on confidentiality and professional secrecy with Umeå University, this must be signed with Umeå University as the party, not with individual employees. The agreement will also be scrutinised by the University's legal officers before it is signed.

Exception for intellectual property rights of academic staff and the right to use results

Most researchers at Umeå University are employed as teachers. By law, the exception for intellectual property rights of academic staff applies, which simply means that the researcher owns the rights to most of the results from their work. This means that, in cases where results are to be transferred or otherwise made available to a collaboration partner, the University needs to ensure that the researcher will transfer or licence the results to the collaboration partner on the reasonable terms set out in the collaboration agreement between the University and the collaboration partner. In the case of joint results, ownership is allocated in proportion to the size of the intellectual contribution of the parties. In this case, universities base their assessment on the principles of Association of Swedish Higher Education Institutions (SUHF) for intellectual property management in research agreements, recommendations.

The collaborator may be granted an option to acquire the results from the researcher. As the University does not own results from research, the detailed terms of such a transfer must be agreed between the company and the researcher. The University is not a party to such an agreement.

In the case of contract research, the client must always be granted a free licence to use the results in its own research and development. Normally, the client may also be granted a non-exclusive commercial licence.
A prerequisite for all research agreements is that the higher education institution and its researchers are not restricted in their ability to freely pursue research in a given field and to choose collaborators. It is therefore a minimum requirement that the institution and its researchers are guaranteed a continued right to use the research results free of charge in education and academic research collaborations.

Disseminating results

Umeå University's core mission includes safeguarding academic freedom. Agreements must not affect the findings of the researcher or restrict the right to freely publish the findings of the research. This also applies when results produced at the University are acquired by a partner or there is a possibility for a partner to acquire or otherwise utilise the research results. In some cases, a certain delay may be reasonable. Publication of results should be delayed by a maximum of one month to allow other contracting parties to ensure that publication does not contain information agreed to be confidential, and by a further three months to allow for application for intellectual property protection.