

AGREEMENT OF COLLABORATION

This Agreement of Collaboration ("Agreement") is dated:

30 October, 2021

Between:

(1) KFB Acoustics Sp. z o. o., ul. Mydlana 7, 51-502 Wrocław, Poland ("KFB"); and
(2) Universidad Austral de Chile, 631 Independencia St., Valdivia, Chile, PC 5090000; through its Faculty of Engineering Sciences, Miraflores Campus, 2086 General Lagos St., Valdivia, Chile. ("the Partner").

Each of them named individually as a "Party", together known as "the Parties".

The Parties hereby confirm their wish to enter into this Agreement based on the previous cooperation and mutual wish to establish the fruitful cooperation on education and research collaboration. The Parties agree to develop the joint activities to address issues of mutual interest, designed to foster and promote collaboration in the field of research, education, and capacity through the following activities.

DEFINITIONS AND INTERPRETATION

Project	The program of work specified and agreed on a case-to-case basis.
Type of project	Property of a Project that determines what work is to be done and the resources which are to be provided; the nature of the Intellectual Property Rights (IPR) created will flow from the description of the Project and the anticipated Results.
Industrial Project	Project developed for industrial applications and that aims to be used with a commercial purpose.
Internal Project	Project belonging to one Party. This project is managed by the owner Party and satisfies a specific need for it.
Research Project	Dedicated study of a given problem or concern that aims to find a solution to it by means of scientific methods.
Fundamental Research Project	Field of research that focuses on increasing the knowledge, with no direct or immediate application.
Applied Research Project	Field of research that focuses on analyzing and solving real-life problems. This type of research refers to the study that helps solve practical problems using scientific methods.
Research-Public Project	Research project that is funded by a public institution or program, such as the European Union, national or regional public institutions.

§ 1. Scope of Collaboration: Framework

1. Both Parties agree to work towards to the establishment of mutual collaboration for common research, to undertake joint research projects as mutually agreed upon well as to identify and to provide, upon request, a contact person for specified program activities.
2. Each of the Parties will obtain and maintain all the regulatory and ethical licenses, will provide the human and other resources, background, materials, facilities, and equipment which are designated as its responsibility in the Collaboration.
3. The Party performs all its obligations under this Agreement. KFB will use its reasonable efforts to conduct those activities of which it is responsible under the Collaboration joint research collaborations, publication of scientific papers and educational materials.
4. The conduct of KFB's activities under the Collaboration will be under the direction of Katarzyna Barańska in KFB Acoustics Sp. z o. o. (Wrocław, Poland).
5. The conduct of the Party's activities under the Collaboration will be under the direction of Prof. Dr. Jorge P. Arenas at the Institute of Acoustics.
6. The type of Projects to be object of the Collaboration include scientific industrial research and industrial projects in the fields in which both Parties have common interests. These Projects might be funded or co-funded by international, national, or regional Institutions and will be specified and agreed on a case-by-case basis.

Collaboration agreement scenarios

	Type of Project	Leader-Partner Relation	
		A	B
1	Industrial Project	KFB -> Party	Party -> KFB
2	Internal Project	KFB -> Party	Party -> KFB
3	Research Project	KFB -> Party	Party -> KFB
	3.1 Fundamental Research	KFB -> Party	Party -> KFB
	3.2 Applied Research	KFB -> Party	Party -> KFB
4	Research-Public Project	KFB -> Party	Party -> KFB

7. Both Parties confirm that their spaces/laboratories will be made accessible to a given project under the conditions specified in the respective project agreement.
8. Any research materials of one party transferred to the other in connection with the Collaboration may only be used as stated in the Collaboration. Unless the Parties agree otherwise, research materials are to be considered the Confidential Information of the Party providing them.
9. The Parties will generally keep one another informed of the results of the work performed in connection with Collaboration, mainly through their respective responsible members.

§ 2. Scope of Collaboration: Project Specification

1. Each of the Parties will obtain and maintain all the regulatory and ethical licenses, consents and approvals necessary to allow it to carry out the tasks allotted to it in the Project and will carry out the Project in accordance with all laws and regulations which apply to its activities under or pursuant to this Agreement.
2. The Project Specification shall include the following:
 - a. A narrative description of the project scope of work.

- b. A detailed statement of the basic and additional tasks anticipated for the project, including a list of deliverables.
 - c. A description of particular phases of the scope of the work.
 - d. A proposed date to commence the work.
 - e. A list of all consultants, persons that Party proposes to use in the performance of the scope of work.
 - f. A schedule of hourly billing rates for any consultants and Staff that Party proposes to use in the performance of the scope of work or a specification of how much budget is allocated by a party to produce a given deliverable.
 - g. Any qualifications or conditions applicable to the Project Specification.
 - h. A summary statement of the amount of all needs entered into under this Agreement to date.
3. The Intellectual Property Rights resulting from each project will be agreed in advance according to the cases established in Clause 6.
 4. The workplan will include activities related to type of the project. List of activities will be built case-by-case. Examples of activities are shown in the table below.

Type of activity
<i>Acoustic measurements</i>
<i>Acoustic analysis</i>
<i>Acoustic simulations</i>
<i>Acoustic expertise</i>
<i>Acoustic report</i>
<i>Experimental development</i>
<i>Feasibility study</i>
<i>Other activity defined case-by-case</i>

§ 3. Scope of Collaboration: Staff Exchange

1. The Parties agree to encourage the development of a mutually beneficial exchange program.
2. The exchange program is established for professors, researchers, postdoctoral researchers, PhD students, engineers and students.
3. The exchange participant may be invited to participate in lectures, workshops, symposia, research, and special projects, as well as to offer short courses and mentoring. Visitation lengths, project types, course curricula, range of responsibilities and compensation will be determined on a case-by-case basis.
4. The exchange participants will be responsible for their own personal expenses incurred at the host Party, including visa, housing, travel, meals, medical and health insurance, books, and stationery required. The host Party cannot be responsible for any damages suffered or caused by a visiting participant. The host Party will make reasonable effort to provide the accommodation to the participants. Visiting participants will take into consideration the institutional policies, procedures, and regulations of the host institution.
5. The home Party will be responsible for the selection of participants, and for their academic and linguistic preparation. The host Party also reserves the right to decline a participant on academic grounds, therefore the agreement will not meet.
6. The workplan will include tasks related to research and/or industrial projects and will be carried out under the supervision of a responsible member of the host Party. When it is required in the workplan and the Project in progress, the visiting participant will perform field measurements, analysis, simulations and other kind of engineering tasks.
7. The exchange participant will have a tutor in their respective host Party, who will oversee advising and supervising.

8. Each of the Parties will ensure that its staff and students (if any) involved in the Project, when working on the visiting the other Party's premises, comply with the other Party's health and safety and security policies and procedures and, when accessing or using the other Party's information systems, comply with the other Party's information security policies and procedures.

§ 4. Other Arrangements

1. The implementation of this Agreement will be in accordance with the policies on international cooperation of KFB Acoustics and relevant polices and regulations of Universidad Austral de Chile.
2. Participants under this Agreement will be selected based on merit without regard to gender, race, national or ethnic origin. Both Parties will accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of the Agreement, subject to the provisions of the policies and requirements of each of the Institutions.
3. Detailed procedures for implementing the research and exchange programs which are not prescribed in this Agreement will be discussed and decided upon by both Parties at the appropriate time. This clause will be determined on a case-by-case basis.
4. Any disagreements or disputes arising while implementing the Agreement will be discussed and settled by representatives from both Parties.
5. The clauses of this agreement may be revised or changed only upon consent of both Parties. The proposed alterations shall be presented by the Parties and signed by the authorities of both Parties.

§ 5. Confidential Information

1. Either Party's acceptance or use of any confidential information supplied by the other Party during the Collaboration will be subject to the following:
 - a. To be considered as Confidential Information, all written information (including research materials) must be marked or designated in writing as CONFIDENTIAL by the Party providing the information.
 - b. The responsible members of both Parties will use reasonable efforts to limit the exchange of confidential information.
 - c. Where the responsible members do accept such information as confidential, they agree to use the same degree of care to prevent the unauthorized use, dissemination, or publication of the confidential information without express written permission of the providing party.
 - d. The obligation to hold confidential information in confidence expires three (3) years after the termination or expiration of this Agreement.

§ 6. Intellectual Property Rights

1. This Agreement does not affect the ownership of any Intellectual Property Rights in any background or in any other technology, design, work, invention, software, data, technique, knowhow, or materials which are not results.
2. Based on table **Collaboration agreement scenarios (§ 1 point 6)** terms of collaboration are defined.

Collaboration agreement scenarios	Terms of collaboration
1A	KFB owns the Results and grants the Party a non-exclusive license to use the Results.
1B	KFB owns the Results and grants the Party a non-exclusive license to use the Results. The Party has the right to call on the Institution to negotiate an assignment of part of the Results to be used by the Party for Research purposes.

<p>2A</p>	<p>KFB owns the Results, and the Party does NOT have the right to use the Results for Academic and Research Purposes. Academic Publication is NOT permitted. This form of Agreement is more suited to Contract Research.</p>
<p>2B</p>	<p>KFB owns the Results and grants the Party a non-exclusive license to use the Results. The Party has the right to call on the Institution to negotiate an assignment.</p>
<p>3A</p>	<p>Each Party has the right to exploit certain Results created during the Project and takes an assignment of those Results. KFB has the right to use the Results owned by the Party for Research Purposes. The Party has the right to use the Results owned by the Party for Academic and Research Purposes and its students and staff have Academic Publication Rights.</p>
<p>3B</p>	<p>Each Party has the right to exploit certain Results created during the Project and takes an assignment of those Results. KFB has the right to use the Results owned by the Party for Research Purposes. The Party has the right to use the Results owned by the Party for Academic and Research Purposes and its students and staff have Academic Publication Rights.</p>
<p>4A</p>	<p>The conditions of the collaboration will be defined by a consortium agreement that is in line with the conditions of the funding program.</p>
<p>4B</p>	<p>The conditions of the collaboration will be defined by a consortium agreement that is in line with the conditions of the funding program.</p>

- Where any third party such as a student or contractor is or has been involved in the Collaboration, the Party engaging that third party will ensure that that third party has assigned to it (including making a prospective assignment when appropriate) all rights which that third party may have in the results in order to be able to give effect to the provisions of this clause 6.

§ 7. Enforcement

The Agreement was signed in two identical copies, all in English, one for each of the Parties.

This Agreement comes into force in the moment at which it is signed by representatives of both Parties and will remain in effect for five (5) years. The agreement may be renewed upon its expiry with the consent of both partner Institutions.

The agreement may be terminated by either party at any time with six (6) months written notice.

For KFB Acoustics

For Universidad Austral de Chile

Prof. Hans Richter
RECTOR

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Date

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