



Collaboration Agreement
for
ESS Instrument Consortium

European Spallation Source ESS AB
and
the parties listed in this Agreement

[Name/type of instrument]

TABLE OF CONTENTS

1. BACKGROUND.....	1
2. DEFINITIONS.....	1
3. THE PARTIES' GENERAL UNDERTAKINGS	2
4. INCORPORATION OF THE CONSORTIUM.....	3
5. SELECTION AND MANAGEMENT OF INSTRUMENTS	3
6. ORGANIZATION OF THE CONSORTIUM.....	3
7. INCLUSION OF NEW COLLABORATORS	5
8. OWNERSHIP OF RESULTS ETC.	5
9. [COMMISSIONING- AND IN-KIND DELIVERY OF INSTRUMENT].....	7
10. CONFIDENTIALITY	7
11. TERM AND TERMINATIONA	9
12. MISCELLANEOUS	10
13. GOVERNING LAW AND DISPUTE RESOLUTION.....	10

SCHEDULES

SCHEDULE 7.3 – Form of Accession Agreement

This **COLLABORATION AGREEMENT** dated [date] is made by and between:

- (1) **European Spallation Source ESS AB**, Reg. No. 556792-4096, a limited liability company incorporated under the laws of Sweden, having its registered office in Lund, Sweden (“**ESS**”); and
- (2) [Entity Name], Reg. No. [number], a [type of entity] incorporated under the laws of [Country], having its registered office in [address, Country];
- (3) [Entity Name], Reg. No. [number], a [type of entity] incorporated under the laws of [Country], having its registered office in [address, Country]; and
- (4) [Entity Name], Reg. No. [number], a [type of entity] incorporated under the laws of [Country], having its registered office in [address, Country].

(2) – (4) are each individually referred to as a “**Collaborator**” and jointly as the “**Collaborators**”.

Each of ESS and the Collaborators is hereinafter referred to individually as a “**Party**” and jointly as the “**Parties**”.

1. BACKGROUND

- 1.1 The European Spallation Source (ESS) is a joint European project. The ESS facility (the “**Facility**”) will be a world-leading centre for materials research and life sciences with neutrons and will host the world’s most powerful neutron source.
- 1.2 The Swedish and Danish Governments have agreed to host ESS and have set up ESS, a limited liability company under Swedish law, with the object to plan, design, construct, own and manage ESS. The ESS neutron source will be built in Lund in southern Sweden and a Data Management Centre will be set up in Copenhagen, Denmark.
- 1.3 [The Collaborators are leading research institutes within the field of physics and related technologies.]
- 1.4 ESS is currently undertaking a project to identify the type of instruments to be used in the Facility and to realize the successful delivery of such instruments to the Facility, as part of the multinational and institutionally based effort to construct and operate the Facility. In this regard, ESS is collaborating with leading laboratories and institutes.
- 1.5 Therefore, the Parties now wish to enter into this Collaboration Agreement to agree on a joint organization for the realization of said instruments and to define certain mutual rights and obligations of the Parties.

2. DEFINITIONS

The following terms and expressions shall when used in this Agreement have the following meanings, which shall be equally applicable to the singular and plural forms of such terms:

“**Access Rights**” means non-exclusive licenses and user rights to Foreground and Background.

“**Agreement**” means this Collaboration Agreement, including its Schedules, as amended or changed from time to time in accordance with Section 12.1 below.

“**Background**” means the information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) held by Parties prior to the conclusion of the Agreement, or acquired in parallel with it, as well as copyrights, other intellectual property rights, or rights pertaining to such information following applications for, or the issue of, patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.

“**Confidential Information**” means any scientific, technical, financial, commercial or other information of any nature and in any form provided by a Party to one or more of the other Parties, prior to or after the date of this Agreement, in connection with this Agreement and which information is designated as proprietary and confidential by an appropriate stamp, legend or other notice in writing.”

“**Consortium**” is defined in Section 4.1 below.

“**Foreground**” means the results, including information, whether or not they can be protected, arising from the Consortium, as well as copyrights and other intellectual property and know-how or rights pertaining to such results following applications for, or the issue of patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.

“**Instrument**” is defined in Section 4.1 below.

[“**NSS Review Board**” the board responsible for supervising the activities of all consortiums and instruments developed for the Facility as well as harmonizing the activities of the Consortium under this Agreement with similar agreements entered into for other instrument consortiums.]

3. THE PARTIES’ GENERAL UNDERTAKINGS

- 3.1 The Parties shall undertake collaborative research, design, development and construction activities for the ESS project. The respective contributions of each of the Parties from time to time will be agreed between the Parties and documented in writing by the ICEB as set out in Section 6.2 below. In addition to such contributions, each of the Parties agrees to:
- (a) liaise and communicate with the other Parties;
 - (b) participate in a cooperative manner in the meetings and other activities of the different governing bodies under this Agreement;
 - (c) act in good faith and in a manner that reflects the good name, goodwill and reputation of the other Parties and in accordance with good professional ethics;
 - (d) share its Background and Foreground with the other Parties, and to treat Background and Foreground of the other Parties, in accordance with this Agreement; and
 - (e) act in good faith and in a manner that reflects the good name, goodwill and reputation of the other Parties and in accordance with good professional ethics.
- 3.2 The Parties acknowledge and agree to in good faith update this Agreement as appropriate and necessary to cover each phase of the Instrument’s project, from preliminary design to installation and commissioning. This will be made either by amendments in writing or through the entry into of a revised version of the Agreement.

3.3 ESS shall always be a member of the Instrument Consortium and this Agreement as it provides key work-packages to realize the Instrument.

4. INCORPORATION OF THE CONSORTIUM

4.1 [The Parties acknowledge that the success of the Facility will to a large extent depend on the selection of instruments for the Facility.] Therefore, the Parties hereby agree to establish an ESS instrument consortium (the “**Consortium**”) for the design and construction of [*brief description of type of instrument*] (the “**Instrument**”).

4.2 The Consortium shall be responsible for the design and construction of the Instrument and will ensure that necessary resources are available, including in-kind resources, to support the instrument project team in meeting scientific and technical objectives.

4.3 The Consortium further has the responsibility to:

- (a) make best efforts to deliver the Instrument and that this will meet the scientific and technical goals of its original proposal that was endorsed by the ESS Science Advisory Committee (SAC) and approved by the ESS Steering Committee (STC);
- (b) appoint a lead institution among the Consortium, a lead Instrument scientist, and a project engineer, in consultation with and concurrence of ESS management;
- (c) seek, organise and manage in-kind resources to realise the approved scope of the Instrument as well as other resources as needed;
- (d) support the Instrument scientist and project engineer in all stages of the project while keeping true to the scientific and technical objectives of the project; and
- (e) adhere to ESS policies and guidelines and take into account the advice of the ESS advisory bodies, in particular the SAC and relevant Science & Technology Advisory Panel, and recommendations of ESS project reviews.

5. SELECTION AND MANAGEMENT OF INSTRUMENTS

5.1 Instrument projects are proposed through an open call for tender by ESS. They are thereafter reviewed by ESS and its advisory bodies and then approved for inclusion into the ESS project by the ESS Steering Committee (STC), based on recommendations by ESS management and the advisory bodies.

5.2 Instrument projects must successfully transition through various project phases. At the end of each project phase there will be a tollgate review managed by the Neutron Scattering Systems (NSS) Instruments Collaboration Board (ICB). ESS management will establish a provisional cost category for each instrument determining the ESS Cost Book value. The Consortium is, among other, responsible for planning the Instrument project to meet the cost category requirement and the Instrument’s scientific and technical objectives. [The Consortium further acknowledges that some staging of the Instrument project may be required in order to achieve its full scope.]

5.3 [The Parties acknowledge that this Section 5 gives an overview of the selection and management process of instruments as of the date of this Agreement and that this may change from time to time and at ESS’ discretion.]

6. ORGANIZATION OF THE CONSORTIUM

6.1 Introduction

6.1.1 The Parties shall establish the following joint bodies for the governance of their collaboration within the Consortium.

6.2 The Instrument Consortium Executive Board (“ICEB”)

6.2.1 The ICEB shall be the principal organizational entity accountable for the success of the Instrument and will consist of representatives from each of the collaborating institutions participating in the Consortium (i.e. all of the Parties), regardless of size or national origin.

6.2.2 The ICEB will identify a lead institution/Party with primary responsibility among the Parties within the Consortium for ensuring successful delivery of the Instrument. The lead institution will appoint the Instrument Scientist and Instrument Project Engineers, subject to the approval of the ICEB and ESS, as further set out below. The ESS Instrument [Chief] Scientist and Project Engineer or their nominees [, jointly,] represent ESS on the ICEB as a full voting member. Each institution has one vote at the ICEB. The Instrument Scientist will call, organize and chair all ICEB meetings with a frequency matched to the demands of the Consortium from time to time.

6.2.3 The advisory body for the Instrument and the Consortium is the relevant ESS-STAP and SAC.

6.2.4 In addition to the above, the Consortium further has the responsibility to:

- (a) make best efforts to deliver the Instrument and to ensure that this will meet the scientific and technical goals of its original proposal that was endorsed by the ESS Science Advisory Committee;
- (b) assist in creating the work breakdown structure which will be used to define work packages for in-kind delivery;
- (c) propose allocation of work packages among all in-kind partners; and
- (d) from time to time document in writing (in minutes of ICEB meetings as set out in Section 6.2.6 below) the respective contributions of each of the Collaborators and ESS to the Instrument and the work performed in connection with the Consortium.

6.2.5 [The ICEB chair shall convene the ICEB as often as is required in the interest of the Consortium and shall set the agenda of the ICEB meeting. The ICEB shall not constitute a quorum for any meeting unless all the members are present. All decisions of the ICEB will require the unanimous vote of all of the members present.]

6.2.6 The ICEB chair shall ensure that minutes of all ICEB meetings are drafted and dispatched to all ICEB members by means of any communications tools agreed by the ICEB from time to time. The minutes shall be considered as accepted by the ICEB members if within 14 calendar days from receipt thereof, no member present or represented at the said meeting has objected in writing to the ICEB chair.

6.3 The Instrument Scientist

6.3.1 The Instrument Scientist, appointed as set out in Section 6.2.2 above, shall be the Instrument project leader. Said individual can be an ESS staff member, a person seconded to ESS or an Instrument Consortium staff member.

- 6.3.2 The Instrument Scientist is responsible for providing the scientific and technical leadership of the Instrument project and works with the Instrument Project Engineer to deliver the Instrument within the scope, budget and schedule approved in [tollgate-2]. The Instrument Scientist chairs the ICEB and works with the Consortium to ensure the resources to deliver the Instrument scope.

6.4 The Instrument Project Engineer

The Instrument Project Engineer, appointed as set out in Section 6.2.2 above, can be an ESS staff member, a person seconded to ESS or an Instrument Consortium staff member. The Instrument Project Engineer shall provide the engineering leadership and technical project management of the Instrument project through all its phases. The Instrument Project Engineer shall have responsibility for monitoring the financial aspects of the Instrument project, including budget, manpower planning and management of this Agreement, as well as the responsibility for the financial aspects of the cash investments.

7. INCLUSION OF NEW COLLABORATORS

- 7.1 Any institution that is making resources available to the Instrument project shall be a member of the Instrument Consortium as well as the NSS ICB. Institutions can join the Consortium on a provisional basis until they can provide resources to the Consortium. The Consortium can also allow for associated membership from institutions of non ESS member countries, that supports the construction of the Instrument.
- 7.2 Subject to a prior decision by the ICEB, a new Collaborator may join the Consortium and enter as a party to this Agreement. The Parties agree that the ICEB shall normally accept the inclusion of a new Collaborator only if such Collaborator's contribution to the Project represents [more than one full time equivalent (FTE).]
- 7.3 The inclusion of a new Collaborator becomes effective on the date decided by the ICEB and is conditional upon the new Collaborator signing a written accession agreement under which it agrees to comply with all the terms and conditions of this Agreement, in the form of accession agreement enclosed hereto as Schedule 7.3.
- 7.4 Following the inclusion of a new Collaborator, the new Collaborator shall have all the rights and obligations conferred upon the Parties under this Agreement, including the right to be represented in the ICEB as set out in Section 6.2 above.
- 7.5 A new Collaborator shall have Access Rights to the Background and Foreground of the other Parties on the terms and conditions set out in Section 8.3 below. As set out in Section 8.3.1.3 below, a Party may exclude specific Background from its obligation to grant Access Rights to a new Collaborator by means of a written agreement between the Parties established before the new Collaborator joins.

8. OWNERSHIP OF RESULTS ETC.

8.1 Background

- 8.1.1 Each Party is and remains the sole owner of its Background.

8.2 Ownership and Protection of Foreground

- 8.2.1 Ownership of Foreground

- 8.2.1.1 Foreground shall be the property of the Party carrying out the work leading to that Foreground.
- 8.2.2 Where one or more Collaborators and ESS have jointly carried out work generating Foreground and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Foreground. The Parties shall agree amongst themselves the allocation and terms of exercising ownership of that Foreground in accordance with the provisions of the Agreement.
- 8.2.3 If personnel working for a Party are entitled to claim rights to Foreground, such Party shall take steps or reach appropriate agreements to ensure that these rights can be exercised in a manner compatible with its obligations under this Agreement.
- 8.2.4 The Parties shall as a general principle promote the publication and dissemination of Foreground but shall give each other a reasonable opportunity to first review and comment on any proposed publication or presentation. However, neither Party shall without another Party's (as applicable) prior consent (not to be unreasonably withheld or delayed) publish or otherwise disclose Foreground that are owned by such other Party.
- 8.2.5 To the extent possible under this Agreement, Open Source and Open Access principles shall be favoured, in line with ESS' from time to time applicable statutes and IPR policy.

8.3 Access Rights

8.3.1 Access Rights for execution of the ESS project

- 8.3.1.1 ESS shall, on a royalty-free basis and without any limitation in time, enjoy Access Rights to all Foreground and Background of the Collaborators which is related to the Consortium and the Instrument and which is needed for carrying out the design, construction, completion, testing, operation, maintenance, alteration, renewal and demolition of the Facility and any other related activity throughout the life time of the Facility (including to have work performed on behalf of ESS as an in-kind partner or other business partner to ESS). The Access Rights of ESS under this Section 8.3.1.1 may be exercised by ESS without requiring further agreements or other formalities. The expiration or termination of the Agreement, irrespective of the reason, shall not affect the Access Rights of ESS under this Section 8.3.1.1.
- 8.3.1.2 Each Party shall enjoy Access Rights to the Foreground and to the Background of the other Parties, if that Foreground or Background is needed to carry out its own assignment under the Consortium (as directed by the ICEB). Access Rights shall be granted on a royalty-free basis.
- 8.3.1.3 The Parties may agree, where appropriate and to the extent it is legally possible, to exclude specific Background from the scope of Section 8.3.1.1 above. Such agreement shall be made in writing and form a part of this Agreement.

8.3.2 Access Rights for other purposes

- 8.3.2.1 Each Party shall enjoy non-exclusive Access Rights to the Foreground and to the Background if that Foreground or Background is related to the Consortium and is needed to use their own Foreground. Access Rights to Foreground and Background shall be granted on a royalty-free basis for use in research activities without limitation in time. For use in the development, creation or marketing of a product or process or for creation or provision of a service, Access Rights to Background and Foreground shall be granted on fair and non-discriminatory conditions to be agreed separately.

8.3.2.2 The Parties may agree, where appropriate and to the extent it is legally possible, to exclude specific Foreground and Background from the scope of Section 8.3.2.1 above. Such agreement shall be made in writing.

8.3.3 General

8.3.3.1 The Access Rights referred to under Section 8.3.2.1 above shall be granted to the other Party upon written request. The granting of such Access Rights may be made conditional on the conclusion of specific agreements aimed at ensuring that they are used only for the intended purpose, and of appropriate undertakings regarding confidentiality. The Parties may also conclude agreements with the purpose of granting additional or more favourable Access Rights, including access rights to third parties, or specifying the requirements applicable to Access Rights, but not restricting the latter. Any agreement providing for Access Rights to Parties and/or third parties must ensure that the potential access rights for the other Party are maintained.

8.3.3.2 Except where the Party granting Access Rights so agrees or this Agreement provides otherwise, Access Rights shall confer no entitlement for the other Party to grant sub-licences, provided, however, that ESS shall be entitled to grant sub-licenses for the purpose of carrying out the design, construction, completion, testing, operation, maintenance, alteration, renewal and demolition of the Facility and any other related activity throughout the life time of the Facility.

9. **[COMMISSIONING- AND IN-KIND DELIVERY OF INSTRUMENT]**

9.1 The Consortium shall, via its instrument scientists, take the responsibility to technically and scientifically commission the Instrument and perform experiments that demonstrate its capabilities to the scientific community.

9.2 The Consortium shall further assume the responsibility to report and disseminate the results of all demonstration experiments. The allocation of beam time in the Facility for these demonstration experiments starts from the date where the Instrument enters the hot-commissioning phase and consists of a minimum of 100 days of beam-time distributed over three (3) years (i.e. corresponding to approximately 15% per year of the available beam time over three years). It is the responsibility of the ICEB to propose demonstration experiments as part of a coherent instrument-commissioning plan, on the concurrence of the ESS Director for Science.

9.3 [The Parties acknowledge and agree that following [completion] of the Instrument, the delivery of the Instrument to ESS and, as deemed appropriate by ESS, commissioning etc. shall be subject to ESS' standard in-kind process and subject to a separate in-kind contribution agreement with ESS, in the form agreed between the ESS partner countries.]

10. **CONFIDENTIALITY**

10.1 **General obligations**

10.1.1 The Parties are in the possession of valuable technical, scientific and commercial information. It is anticipated that such information will be disclosed between the Parties in connection with their activities under the Consortium. As each Party considers its information to be an asset of considerable value, they hereby agree on the terms and conditions for the disclosure to and use of such information by the other Party.

- 10.1.2 If a Party (the “**Receiving Party**”) receives Confidential Information from the other Party (the “**Disclosing Party**”), the Receiving Party undertakes:
- (a) to treat all Confidential Information strictly confidential as well as take any necessary steps to protect all Confidential Information;
 - (b) to use at least the same degree of care that they use with respect to their own confidential information, but in no event less than a reasonable degree of care to avoid disclosure, publication or dissemination of the Confidential Information;
 - (c) to not, whether directly or indirectly, disclose Confidential Information to any third party without having entered into an appropriate confidential disclosure agreement with that third party and having agreed in advance with the Disclosing Party in writing of such disclosure; and
 - (d) to use Confidential Information solely for the purpose of managing and conducting the operations of the Centre and for no other purpose whatsoever.

10.1.3 Regardless of the effective date of this Agreement, the Parties agree that this Agreement shall extend also to Confidential Information disclosed before such date.

10.1.4 This Section 10 shall survive the expiration and any termination of this Agreement for a period of ten (10) years.

10.2 Return of Confidential Information

Any and all documents, discs and other tangible material of whatever kind containing any Confidential Information shall be and remain the property of the Disclosing Party. If at any time and for any reason the Disclosing Party so requests in writing, the Receiving Party shall, at its own cost, promptly deliver to the Disclosing Party all such tangible material. The Receiving Parties shall certify in writing to the Disclosing Party that they retain no copy (except such archival copies as may be required under law) and have fully complied with the Disclosing Party’s request. The delivery of such tangible material shall not relieve the Receiving Party of its confidentiality or non-use obligations.

10.3 Permitted Disclosure

10.3.1 No confidentiality or non-use obligations shall be imposed upon the Receiving Party with respect to any portion of Confidential Information which the Receiving Party can show, through appropriate documentation:

- (a) was at the time at which it was received by the Receiving Party hereunder already in the lawful possession of the Receiving Party;
- (b) was at the time at which it was received by the Receiving Party hereunder, or thereafter becomes through no act or failure to act on the part of the Receiving Party, generally available to the public; or
- (c) was after the time at which it was received by the Receiving Party hereunder properly received by the Receiving Party from an independent third party who is not under any obligation of confidentiality to the Disclosing Party.

10.3.2 The Receiving Party shall have the right to, without the Disclosing Party’s prior consent, disclose Confidential Information to those of its directors, employees and professional

advisers as well as consultants and visiting staff who have a need to know the Confidential Information for the purpose of conducting the Centre's operations. The Receiving Party undertakes to enter into agreements with all such directors, employees and professional advisers as well as consultants and visiting staff with at least as strict confidentiality and non-use obligations as set out herein and to ensure that they comply at all times with the terms and conditions of this Agreement.

11. TERM AND TERMINATION

11.1 Term

11.1.1 This Agreement shall enter into force on the date set out above and shall continue in effect until the completion of the Instrument project, as determined by the ICEB.

11.2 Termination

11.2.1 Each Party reserves the right to, as set out in the last sentence below, terminate the Agreement in relation to a Party (the "Excluded Party") in which case the Agreement shall continue in effect among the other Parties if the Party is in material breach of its obligations under this Agreement and the Party fails to rectify such breach (provided that the breach is such that it can be rectified) within 30 days of a notice in writing from any of the other Parties. However, this Agreement shall only terminate if ESS or a 3/4 majority of the Collaborators vote for such a termination.

11.2.2 As from the date of termination, the Excluded Party:

- (a) loses the Access Rights to Foreground produced and Background identified, after the termination;
- (b) keeps the Access Rights to Background and to the Foreground of the other Parties (in the state existing on the date of termination), provided that (i) it is required for the use of the Foreground of which it is the owner or co-owner and (ii) such Access Rights are requested within two (2) years after the termination; and
- (c) keeps its entitlement to royalties (if any) generated by the use by the other Parties or third parties of the Foreground produced in the scope of the Consortium of which it is the owner or co-owner.

11.2.3 Upon termination, the other Parties keep their Access Rights under Section 8.3 above towards the Excluded Party.

11.2.4 [Either Party may terminate this Agreement, for any reason, by giving the other Parties three (3) months' prior written notice.]

11.2.5 With reference to Section 3.3 above, this Agreement shall immediately terminate if ESS, for any reason, ceases to be a Party to this Agreement.

11.2.6 An Excluded Party shall return all documents, equipment or materials provided by the other Parties, or destroy them upon their written request, save for copies of documents which the Excluded Party needs to keep for archival purposes in order to comply with applicable laws or regulations.

11.3 Termination of this Agreement shall not affect the rights and obligations of the Parties under Sections 8 (*Ownership of Results etc.*), 9 (*Confidentiality*) or under any other provisions of

this Agreement which by their nature or by their express terms are intended to survive the termination of this Agreement.

12. MISCELLANEOUS

12.1 Amendments

12.1.1 Amendments to or changes of this Agreement shall, in order to be valid, be made in writing and signed by authorised representatives of each of the Parties and shall be clearly stated as amendments to or changes of this Agreement.

12.2 Costs

12.2.1 Each Party shall bear its own costs and expenses incurred in connection with the entering into of this Agreement. However, *[further description of how the activities of the Consortium shall be financed]*.

12.3 Entire agreement

12.3.1 This Agreement constitutes the entire agreement between the Parties with respect to the purpose hereof and supersedes all prior agreements, whether written or oral, with respect to the purpose of this Agreement.

12.4 Assignment

12.4.1 Except with the prior written consent of ESS AB, the Institution shall not assign, novate or otherwise transfer partially or totally any of its rights or obligations under this Agreement.

12.4.2 ESS shall have the right to assign or otherwise transfer any or all of its rights and obligations under this Agreement to a successor company or other legal entity established by the partner countries in the ESS project.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of Sweden without giving effect to any choice of law rules and principles thereof.

13.2 In case the Parties cannot amicably settle a dispute arising out of or in connection with this Agreement, and such dispute has been handled through the ICEB without reaching an agreement, the ESS Steering Committee (STC) will make a decision on how to settle the dispute.

13.3 If the STC is unable to settle any dispute by negotiation within thirty (30) days from referral from the ICEB, any such dispute shall be exclusively and finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

13.4 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Lund, Sweden. The language of the arbitration shall be English.

13.5 The Parties undertake and agree that arbitral proceedings pursuant to this Agreement shall be kept strictly confidential, and all information disclosed in the course of such proceedings, as well as the contents of any decision or award made, shall constitute Confidential Information.

IN WITNESS WHEREOF, this Agreement has been executed in [number] originals, of which the Parties have received one (1) each (except ESS that has received [number] originals).

European Spallation Source ESS AB

Date

Signature

Name (in block letters)

Position

[Name of entity]

Date

Signature

Name (in block letters)

Position

[Name of entity]

Date

Signature

Name (in block letters)

Position

[Name of entity]

Date

Signature

Name (in block letters)

Position

Schedule 7.3

Form of Accession Agreement

By signing this Accession Agreement,

[Entity Name], Reg. No. **[number]**, a **[type of entity]** incorporated under the laws of **[Country]**, having its registered office in **[address, Country]** (the “**Acceding Party**”),

hereby accedes as a Collaborator to the Collaboration Agreement by and among European Spallation Source ESS AB, **[Party 1]**, **[Party 2]**, **[Party 3]** and **[Party 4]** dated **[date]** (the “**Agreement**”), of which the Acceding Party has received a copy.

The Acceding Party agrees, from the date of this Accession Agreement, to be bound by the Agreement as if it is a party to the Agreement. The Acceding Party further agrees and acknowledges to ESS and the Collaborators that it shall have all of the rights and obligations of a Collaborator under the Agreement. The terms and conditions of the Agreement are hereby incorporated by reference into this Accession Agreement.

Capitalised terms and expressions used but not defined herein shall have the meaning ascribed to them by definition in the Agreement.

This Accession Agreement shall be governed by and construed in accordance with the laws of Sweden, without giving effect to the choice of law principles thereof. Any dispute, controversy or claim arising out of or in connection with this Accession Agreement shall be settled in accordance with Section 13 of the Agreement (*Settlement of Disputes*).

IN WITNESS WHEREOF, this Accession Agreement has been executed in two (2) originals, of which the Acceding Party and ESS has received one each.

[Name of Acceding Party]

European Spallation Source ESS AB

Date

Date

Signature

Signature

Name (in block letters)

Name (in block letters)

Position

Position