Letter of Intent

**Preamble**

Whereas the potential participants **Lund University**, with address P.O. Box 117, SE-221 00 Lund, Sweden, and **[organisation]**, with address [address], (hereinafter the “Parties”) intend to collaborate in the project [title of project](hereinafter the “Project”).

The Parties agree upon the following:

**PREPARATION OF THE PROJECT**

Each Party undertakes to make any reasonably necessary efforts to contribute to the preparation and planning of the Project: provide any needed information,contribute as needed to the Project, attend meetings, allocate the appropriate resources and to respect deadlines.

The Project research plan has been agreed and revised by the Parties.

**CONFIDENTIALITY**

The Parties undertake to treat any and all information, whether of financial, commercial, scientific or technical nature, that have been disclosed in any manner by another Party directly or indirectly in the context of the negotiations of the Project as strictly confidential.

The Parties further undertake not to disclose any such information in any form to third parties for any purpose unless and until expressly authorized in writing to do so by the disclosing Party or if required in order to comply with mandatory law or court order.

The Parties agree that any disclosed information shall be used solely for the purpose for which it was disclosed.

**PROJECT AGREEMENT**

The Parties intend to replace this letter of intent by a project agreement. The Parties shall make their best efforts to negotiate such project agreement, which shall state the Parties’ rights and obligations and regulate the governance of the Project.

In case the negotiations fail to lead to a project agreement, the obligations of confidentiality stated herein shall remain in force for a period of three (3) years after the date of the signature of this letter of intent.

**GENERAL PROVISIONS**

This letter of intent shall come into force on the date of its signature and shall remain in force until the signature of the project agreement.

This letter of intent and its effects shall be governed by the laws of Sweden, without reference to its conflict-of-laws rules.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall first be referred to Mediation in accordance with the Mediation Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, unless one of the parties objects.

If one of the parties objects to Mediation or if the Mediation is terminated, the dispute shall be finally resolved by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

The seat of arbitration shall be Lund, Sweden.

The language to be used in the arbitral proceedings shall be English.

The award of the arbitration will be final and binding upon the Parties.

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**LUND UNIVERSITY** **[ORGANISATION]**

Name: Name:

Title: Title:

Date: Date:

Signature: Signature: