



UMEÅ UNIVERSITET

# INSTRUCTIONS – USE OF UMEÅ UNIVERSITY'S TECHNOLOGY AND PREMISES, ETC.

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<sup>1</sup> This document has been translated from Swedish into English. If the English version differs from the original, the Swedish version takes precedence.



## UMEÅ UNIVERSITET

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# Description

Umeå University takes a favourable view of teaching staff at the University, and companies in which they are active (i.e. within research and education), being given the opportunity – under regulated conditions – to use the University’s infrastructure in the form of premises, equipment, etc. In the case of such use, the described agreement template must be used and the following principles must be taken into account:

1. Use must not impinge on the University’s operations and must be in accordance with the University’s Rules for reporting secondary employment for teaching staff and employees covered by the Manager Agreement. In the event of any conflict, the University’s operations must always be prioritised.
2. Full cost coverage calculated in accordance with the principles detailed in this agreement template must always be obtained.
3. The Instrument of Government’s requirements in terms of objectivity and impartiality must be observed. Rules on conflict of interest, including those set out in the agreement template, must be taken into account.
4. Use must always be preceded by a written agreement drawn up between Umeå University and the User. The agreement template must be used in accordance with applicable guidelines and instructions. The head of department or head of office is responsible for ensuring that such a written agreement, signed by both parties, has been drawn up before the agreement period begins.
5. All changes and adjustments to this agreement template must be preceded by consultation with a legal officer.

# Background

The University has infrastructure at its disposal in the form of premises, equipment and general platforms such as university libraries, animal housing, etc. The University is prepared to make the infrastructure detailed below available to the specified User, in return for compensation, to the extent that it is not being used by the University, in accordance with the conditions that the parties have decided on in this agreement.

# The scope of the agreement

This agreement includes arrangements on use of the items indicated below.

- 1.1 Use of resources
- 1.2 Use of office, writing or laboratory space
- 1.3 Rental of premises
2. Chargeable services and consumables
3. Apparatus and equipment
4. Other infrastructure in the form of premises, equipment, etc.

# 1. Use of resources, premises, and office, writing or laboratory space

## 1.1 Use of resources

*(Employees who, in parallel with their duties at the University, make partial use of office space or similar to a limited or temporary extent on behalf of their company must not sign tenancy agreements. In such cases, the use of resources must be compensated for with basic compensation that the researcher's company pays. The work carried out must not constitute prohibited secondary employment. In such cases, leave must be obtained for the time spent on behalf of the company.)*

**1.1.1** The University hereby grants the User the right – to a limited extent and subject to availability – to use its own office space for the User's operations, as well as permission to work at the department/office, and to have the right while there to use general equipment in equipment spaces (such as fax machines and photocopiers), computers, telephones, mail handling and meeting rooms, to the same extent as the University's employees.

**1.1.2** The basic compensation per person per year covered by the agreement is to be paid at 25 per cent of the price base amount as applicable at any given time. For 2024, this corresponds to SEK 14,325 if the company's turnover does not exceed ten price base amounts, currently SEK 573,000. If the company's turnover exceeds ten price base amounts, the compensation will amount to 10 per cent of the company's turnover excluding VAT. In addition to the basic compensation, there will be a mark-up in accordance with the University's Model for allocating joint costs.

## 1.2 Use of office, writing or laboratory space

*(This alternative means that the User, together with the University, has access to office, writing or laboratory space, but does not have the sole right to a specific office, writing or laboratory space/room. Use is made together with the University's staff, to the extent and by the number of people decided on by the parties. The maximum period of use over a three-year period is one year in total – see section 6 below.)*

**1.2.1** The University hereby grants the User the right to use the spaces indicated in Appendix 1.2.1, subject to availability. These spaces will also be used by others, and the User's use must be booked in advance in the manner stipulated by the department/office. Use must not impinge on the University's ordinary operations.

**1.2.2** Use entails the right – together with the University's employees, to a limited extent and subject to availability – to use meeting rooms, kitchens and staff rooms with equipment, safety equipment, cold storage rooms, technical equipment, etc., known as operational areas, to the same extent as these are provided to the University's employees.

**1.2.3** Use also entails the right – together with the University's employees – to receive the same general services in the form of cleaning, counters, reception, mail handling, joint telephone subscription, network connection via NorrNod, etc., and – to a limited extent and subject to availability – to use general equipment in equipment rooms, such as faxes and photocopiers, known as University- and department-wide functions. Affiliated guests in the University's IT environment compensate the University in accordance with the Payment

model for affiliates and guests in Umeå University's IT environment approved by the Vice-Chancellor.

**1.2.4** Compensation for use, including compensation for operational areas, must be paid in accordance with the tariff applicable at any given time, as approved by the Property Management Office. A mark-up in accordance with the University's Model for allocating joint costs (FS 1.5-517-21) is added to this amount. Compensation for use amounts to the equivalent of SEK \_\_\_\_\_ per year.

**1.2.5** The space is rented in its existing condition with the usual equipment for the space.

## 1.3 Rental of premises

*(This alternative refers to premises, such as offices and laboratories, etc., where the User will have the exclusive right to use the premises in question throughout the agreement period, where the area must not be used to any extent by anyone else during the agreement period. The maximum rental period is 9 months – see section 6 below.)*

**1.3.1** The University hereby grants to the User, to the exclusion of anyone else, via a rental agreement, the premises area indicated in Appendix 1.3.1 to be used as premises.

**1.3.2** This entails the right – together with the University's employees, to a limited extent and subject to availability – to use meeting rooms, kitchens and staff rooms with equipment, safety equipment, cold storage rooms, technical equipment, etc., known as operational areas, to the same extent as these are provided to the University's employees.

**1.3.3** This also entails the right – together with the University's employees – to receive the same general services in the form of cleaning, counters, reception, mail handling, joint telephone subscription, network connection via NorrNod, etc., and – to a limited extent and subject to availability – to use general equipment in equipment rooms, such as faxes and photocopiers, known as University- and department-wide functions. Affiliated guests in the University's IT environment compensate the University in accordance with the approved Payment model for affiliates and guests in Umeå University's IT environment.

**1.3.4** Rent, including compensation for operational areas, must be paid in accordance with the tariff applicable at any given time, as approved by the Property Management Office. A mark-up in accordance with the University's Model for allocating joint costs is added to this amount. Rent with surcharges and mark-ups amounts to the equivalent of SEK \_\_\_\_\_ per year.

**1.3.5** The premises are rented in their existing condition and equipped with the usual equipment for the relevant category of premises with which the University normally provides its employees. This means, for example, that an office space includes a desk, chair, telephone, bookshelf, desk lamp and general lighting.

## 2. Chargeable services and consumables

**2.1** The User is entitled – subject to availability and to a limited extent – to make use of such chargeable services and consumables as are provided to the employees of the department/office, such as plant cultivation, media, buffers, consumables, etc.

**2.2** The User intends to use the chargeable services and consumables detailed in Appendix 2.1.

**2.3** The User must report its consumption and use of such services in the manner stipulated by the department/office, and this use must be booked in advance where this is stipulated.

**2.4** Compensation must be paid at an amount corresponding to the tariff applied by the University at any given time. This tariff is set based on the cost price of the department in question, taking into account the requirement for full cost coverage. In addition to the compensation in accordance with the tariff, there will be a mark-up in accordance with the University's Model for allocating joint costs.

## 3. Apparatus and equipment

*(In this section, "apparatus and equipment" refers to apparatus and equipment that has a purchase cost exceeding SEK 500,000.)*

**3.1** The User is given the right to use the apparatus and equipment specified in Appendix 3.1.

**3.2** Use may only take place together with the University's staff with responsibility for instruments, unless such staff decide otherwise. Use may only be carried out by the User's staff with the necessary knowledge about operating the equipment, whereby the University's staff with responsibility for instruments unilaterally determine whether or not the staff proposed by the User have such knowledge.

**3.3** Use must be booked in advance in the manner stipulated by the department/office. Use must not impinge on the University's ordinary operations. This booking forms the basis for charging for compensation.

**3.4** Compensation must be paid for the time spent by staff with responsibility for instruments. This compensation will correspond to an amount equal to the relevant staff's salary for the time spent and the applicable contributions payable by the University in its capacity as an employer, calculated in accordance with the Financial Office's calculation template for salary costs. A mark-up in accordance with the University's Model for allocating joint costs is added to this salary cost. Compensation for staff with responsibility for instruments must be paid at the rate of SEK \_\_\_\_\_ per hour spent. The calculation and the compensation to be paid in accordance with this point are shown in Appendix 3.2.

**3.5** Compensation must also be paid for use of the equipment at an amount corresponding to the equipment's annual capital cost (amortisation and interest cost), calculated in accordance with the University's accounting principles, and operating cost divided by 1,700 working hours per year. A mark-up is added to this calculated hourly cost in accordance with the University's Model for allocating joint costs. The calculation and the compensation to be paid in accordance with this point are shown in Appendix 3.3.

**3.6** The User must also pay compensation for such consumables as required in connection with use. Compensation must be paid at an amount corresponding to the University's cost price, taking into account the requirement for full cost coverage. A mark-up in accordance with the University's Model for allocating joint costs is added to this amount.

## 4. Other infrastructure, in the form of premises, equipment, etc.

*(This alternative refers to the use of such offices at Umeå University that offer a combination of services, equipment, property and similar infrastructure, such as the Animal House, university libraries, ICT Services and System Development, etc., and where the regulations in sections 1–3 cannot be applied. The parties specify in the appendix what is included in use and the scope of this use, and report how the compensation to be paid is calculated.)*

**4.1** The User receives the services specified in Appendix 4.1.

**4.2** Compensation must be paid at an amount corresponding to SEK \_\_\_\_\_ per year. This compensation is calculated at an amount corresponding to the University's cost price, taking into account the requirement for full cost coverage. The hourly cost for staff is calculated in accordance with the Financial Office's calculation template for salary costs. A mark-up in accordance with the University's Model for allocating joint costs is added to this total amount. The calculation of compensation with mark-up is shown in Appendix 4.2.

## General conditions

### 5. Payment and price adjustments

Compensation is stated in the agreement excluding VAT. The VAT due at any given time will therefore be added to these amounts.

Payment of the agreed compensation is made against invoice. Payment must have been received by the University within 30 days of the invoice date. In the event of late payment, penalty interest will be charged corresponding to the reference rate applicable at any given time, plus eight percentage points.

At the beginning of each calendar year, the University is entitled to adjust the agreed compensation levels in line with the current cost situation.

### 6. Duration and termination of the agreement

The agreement runs from dd mmm yyyy until dd mmm yyyy inclusive.

Agreements on use may be entered into for a maximum agreement period of one (1) year. When calculating this maximum agreement period, the agreement period in previous agreements on use between the University and the User regarding the same object of use must be included, so that the total agreement period for the object of use during a three-year period does not exceed one (1) year.

Rental agreements between the University and the User regarding the same rental object may be signed for a maximum rental period of nine (9) months.

Rental must not impinge on the University's ordinary operations. In the event that, for any reason that could not have been foreseen before the agreement was entered into, rental impinges on the University's operations, and this situation cannot be rectified within a foreseeable period of time and with reasonable efforts, the University is entitled, at any time during the agreement period, to terminate this agreement with a notice period of three (3) months.

## 7. Cessation of the agreement

If a party does not correctly fulfil its obligations in accordance with this agreement, the other party is entitled to object to the situation and demand rectification within one (1) month. A party that has objected in writing to a deficiency in the fulfilment of the agreement is entitled to terminate the agreement one (1) month after giving written notice of termination if the situation has not been rectified within the specified period.

If a party is guilty of a significant breach of contract, the other party is entitled to terminate the agreement with immediate effect.

The University is always entitled to terminate the agreement early in writing if the User does not pay the agreed compensation on time, suspends payments, is declared bankrupt, initiates liquidation proceedings or is the subject of a corporate restructure in accordance with the Company Restructuring Act, in which case the agreement will cease to apply one (1) month after written notice of termination has been given.

## 8. Cessation of the agreement in a specific case

The University does not have any obligation to repair or replace damaged or destroyed rental objects.

In the event that any rental object is damaged or destroyed to such an extent that it cannot be used for its intended purpose, and if the University decides not to repair or replace the rental object, this Agreement will cease to apply with immediate effect to the extent that it refers to this rental object. However, the conditions in relation to the User's responsibility will still apply.

The University will not be obliged to compensate the User for any loss suffered by the User as a result of the cessation of the Agreement in such a case.

## 9. Responsibility

The User is solely accountable for the responsibilities, such as employer responsibility, work environment responsibility, etc., that arise in its capacity as the employer of its staff.

The User is responsible for demands and obligations arising from the operations that the User carries out or arising from the property that User stores on the University's premises. The User is responsible for the operations that the User carries out having the necessary permits and being conducted in accordance with applicable laws and regulations. The User must, at its own responsibility and expense, be responsible for those measures that may be required by insurance companies, municipal boards, fire authorities or other authorities for carrying out its operations, for the presence of staff or for the safe storage of property on the



University's premises. The User must compensate the University for any charge, fee, cost or similar incurred by the University due to the User's operations, staff or property.

The User is liable for personal injury, material damage or pure property damage caused by the User or its staff to the rental object or the University's premises and property.

The User must keep its operations adequately insured, including liability and accident insurance for the User and its staff.

The University must pay compensation for all damage to the User's property caused by the University's own staff, either intentionally or negligently. There is no liability to pay damages in connection with damage with a value of less than one price base amount. The University's liability to pay damages in accordance with this agreement is limited to an amount corresponding in total to the higher of the sum of the compensation due for the agreement per calendar year or ten price base amounts.

## 10. Force majeure

A party is exempt from sanctions for failure to fulfil certain obligations in accordance with this agreement and from the obligation to pay damages if the party's undertakings cannot be fulfilled at all or only at an exceptionally high cost due to war or riot, or due to such strike, blockade, conflagration, explosion or intervention by a public authority that is beyond the control of the party and that the party could not have foreseen.

## 11. Public access and confidentiality

The User is aware that the University's operations are subject to the principle of public access, and that public access can only be restricted with the support of the provisions contained in the Public Access to Information and Secrecy Act.

The User's documents are the property of the User. The User must therefore handle and store its documents in such a way that they are clearly separated from documents belonging to the University's operations. The User must ensure that its incoming mail is clearly separated from the University's mail.

## 12. Secondary employment and leave of absence

This agreement assumes that leave of absence has been granted, where applicable, and that the work constitutes permitted secondary employment. The User has read the University's rules on secondary employment.

The User, or the User's employee or owner, has – where applicable – requested and been granted leave of absence for the time used for the operations referred to in this agreement, and has reported any secondary employment to the University. Any such decisions and reports are attached to the agreement – see Appendices 11.1 and 11.2.

# 13. Additions and amendments

Additions and amendments to this agreement will only be valid if they are agreed on in writing by both parties. The same applies to supplementary arrangements that are entered into between the parties on the basis of this agreement.

# 14. Disputes

Disputes concerning the interpretation or application of this agreement and related legal relations will be settled with final effect through arbitration in accordance with the Arbitration Institute of the Stockholm Chamber of Commerce’s rules. In this respect, the Institute’s rules on simplified arbitration apply. The dispute negotiations will take place in Umeå.

However, the University is entitled to collect clear and due debts through proceedings in a court of law.

This agreement has been drawn up in duplicate, with each of the parties retaining a copy.

Umeå, dd mmm 202x

On behalf of Umeå University

On behalf of the User (name)

\_\_\_\_\_

\_\_\_\_\_

(authorised signatory in accordance with the delegation of authority)

The undersigned head of department/head of office hereby approves this agreement and certifies that the agreed compensation for the infrastructure used in the form of premises and equipment, etc., has been calculated in accordance with the University’s calculation principles.

\_\_\_\_\_

Head of department/head of office

*(When signing the agreement on behalf of Umeå University, the provisions of the delegation of authority on authorised signatories for the University must be followed. The agreement must also be signed by the relevant head of department/head of office who, by signing, also certifies that the compensation levels stated in the agreement comply with the established principles for calculating compensation. The total scope of the agreement refers to the total compensation to be paid by the User during the agreed agreement period.*

*When entering into an agreement, particular attention must be paid to the requirement for impartiality by observing the general rules on conflict of interest. The head of department/head of office has a conflict of interest if the agreement is to be concluded with a related party, or a company in which they or a related party owns a share or has an interest, or is a representative or proxy thereof, or if any other circumstance exists that may affect confidence in their impartiality. In such cases, the head of department's signature and approval are replaced by the dean's signature and approval.*

*If no agreement can be reached when negotiating on an agreement on the use of infrastructure, both the intended User and the head of department have the right to request that the dean should take over negotiations on behalf of the University. In this respect, the dean has access to the necessary support from the University's administrative offices (e.g. human resources director, legal officer).*

## **Appendices**

The appendices referred to below are attached to the agreement depending on the scope.

- 1.2.1** Use of office, writing or laboratory space
- 1.3.1** Rental agreement for premises
- 2.1** Services and consumables
- 3.1** Apparatus and equipment
- 3.2** Calculation of hourly cost for staff with responsibility for instruments
- 3.3** Calculation of costs for apparatus and equipment
- 4.1** Other infrastructure in the form of premises, equipment, etc.
- 4.2** Calculation of costs for other infrastructure in the form of premises, equipment, etc.
- 11.1** Decision on leave of absence
- 11.2** Report of secondary employment