



ORU 1.2.1-02306/2022

## **Guidelines for affiliation at Örebro University**

**Approved by: Vice-Chancellor**

**Date: 2018-10-23**

## 1. Background and purpose

Örebro University believes that an increase of its scientific exchange, nationally and internationally, is of utmost importance. There are several ways in which to achieve this. One is through affiliation – a way for the University to engage researchers from other Universities and organisations/businesses for non-salary positions.

Through affiliation, a researcher is associated with the University for the purpose of developing research and education in an effort that is beneficial to both parties. This form of association to a higher education institution is currently used at a number of Swedish universities. The concept of affiliation shall only be used for persons who are not employed by Örebro University and it shall not be used to describe employment-like conditions. Nor shall affiliation be confused with the appointment as visiting professor or adjunct teacher, as these appointments are regulated in the *Appointment procedures for academic appointments* at Örebro University.

## 2. Affiliation

To qualify for the appointment as affiliated researcher, a person must have obtained a doctoral degree. An affiliated professor must have the qualifications required for appointment as professor, that is, the same requirements of research expertise apply for affiliation as for the appointment as professor.

In addition to the above, the affiliate is required to conduct their own current research with an explicit connection to Örebro University's research activities. There must also be a joint research interest between the affiliate and the University as well as an ambition to develop and enhance collaboration on research.

An affiliation is for a fixed term and a maximum of three years. If after that a further period would be considered, a new affiliation agreement may be signed for a maximum of another three years. During the period of affiliation, the affiliate is expected to cooperate with the University in various contexts. This may for instance involve co-authoring teaching materials and/or scholarly publications, applications for external research funding, supervision of doctoral students, seminars or participation in conferences within the field in question. The affiliation may apply for a shorter period of time, for example if the affiliate is linked to a fixed-term project run by the University.

A decision on affiliation does not involve any financial obligations or liabilities in terms of labour law on the part of the University for the duties performed within the scope of the affiliation. The University will thus not reimburse any costs incurred in connection with the affiliate's travel or participation in various activities within the University.

### 3. Procedure

#### Decisions on affiliation

The Vice-Chancellor makes decisions on the affiliation of professors. Proposals are put forward by the dean following consultation with the head of school in question. Decision on other affiliations are made by the dean, following a proposal by the head of school.

An agreement between Örebro University, the affiliated professor/researcher and their employer shall be signed, using the template for agreements on affiliation at Örebro University (see annex).

#### Before decisions on affiliation

The supporting documents for a decision on affiliation shall be sent from the head of school to the dean as follows:

Details to be entered in agreement template (see annex):

1. Personal data for the person nominated
2. Description of the planned collaboration and the impact of the affiliation for Örebro University
3. Proposed duration of the affiliation (maximum of three years)
4. Information on what resources the faculty/school intends to make available in terms of infrastructure etc.

as well as

5. CV and list of publications for the person nominated
6. Written consent from the person nominated and their employer

#### When the affiliation ends

- If and when the affiliate's employment ends with the employer that is party to the agreement, it is the affiliate's responsibility to notify, without delay, the University via the Records Office. The information is to be registered in University records and forwarded to the school in question. The school shall ensure that any rights extended to the affiliate at the University cease to apply and that, if applicable, a new affiliation agreement is drawn up with another employer as party to the agreement.
- The agreement may be terminated prematurely with a period of notice of six months for both parties. The school in question shall ensure that any rights

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extended to the affiliate at the University cease to apply at the end of the period of notice.

- When the term of agreement expires, the school in question shall ensure that the rights extended to the affiliate at the University cease to apply and that, if applicable, a new affiliation agreement is drawn up.

## Template for Agreement on affiliation

between

Örebro University, School of XXXXXXX, hereinafter called ORU

and

YY (university, company or organisation at which the affiliate is an employee) organisation registration number, address and contact person, hereinafter called the Employer,

as well as

affiliated professor/researcher A Andersson (name, personal identity number and contact details) hereinafter called the Affiliate.

### 1. Background

The parties conduct research within the field of (provide details) within the Örebro university research subject (provide details – choose from the following: <https://www.oru.se/english/research/research-subjects/>). The parties are cooperating alt. wish to cooperate within this field and intend to enhance their collaboration with an agreement on affiliation.

The Affiliate is employed by the Employer. For the duration of this agreement, the Affiliate will be engaged by ORU as affiliated professor/researcher.

Through affiliation, a researcher is engaged by the University for the purpose of developing research and education in an effort that is beneficial to both parties. A person affiliated to ORU shall perform their duties and responsibilities towards the University within the scope of their employment with the Employer. The affiliation does not signify an employer-employee relationship between ORU and the Affiliate. No remuneration shall be paid by ORU to the Affiliate for the duties performed in their role as affiliated researcher. Nor shall ORU compensate the Employer for the Affiliate performing these duties within the scope of their employment with the Employer.

### 2. Agreement on affiliation within the field specified

The parties agree on affiliation of the Affiliate within the following fields for collaboration and with regard to the duties specified below: (Provide a description of the area of collaboration and the duties/commitments that the affiliation involves.)

The Employer has no objection to ORU affiliating the Affiliate to the University under the conditions provided in this agreement. The Employer permits the Affiliate to work at ORU within the intended field and with the duties specified. Furthermore, the Employer accepts that the Affiliate performs their duties at ORU within the scope of their employment with the Employer.

The Affiliate accepts the appointment as an affiliate and undertakes to adhere to decisions and in other respects, like employees at ORU, follow the rules, regulations and instructions applicable to employees at ORU and to the activities undertaken at ORU.

### 3. Remuneration and compensation

The duties undertaken within the scope of this affiliation shall be undertaken within the scope of the Affiliate's employment with the Employer. Remuneration to the Affiliate for these duties shall be paid by the Employer within the scope of their regular salary.

No remuneration or compensation shall be paid by ORU to either the Affiliate or the Employer for the duties undertaken by the Affiliate within the scope of the affiliation.

ORU undertakes to provide the Affiliate with:

(Determined on a case-by-case basis and dependent on the purpose of the affiliation/description of the collaboration in section 2 – for example:

- Access to the following research infrastructure: XXX
- Access to an ORU account with ORU for access to the Intranet and the wireless network eduroam
- Access to electronic subscription resources at the University Library  
*In several cases, ORU has agreements that have been centrally procured by the National Library of Sweden or one of the national resource libraries. The conditions of the agreements vary. As a general rule, none of the agreements permit commercial use. Reading and printing occasional articles for private use is generally permitted. Downloading entire journals or complete databases is not permitted.*
- Access to support from ORU in applying for external research funding where ORU is named as the approved administrating organisation (through Grants Office)
- XXX

In cases when the Affiliate chooses to place external research funds with ORU, the University will require compensation for overhead costs, equivalent to university overhead costs (UOH) and, if applicable, school overhead costs (IOH).

### 4. Publication

The intention of the Parties is that all data and all research results generated through the Affiliate's activities at ORU shall be published in accordance with proper scientific practice and otherwise be available for use by both Parties for teaching, research and development purposes.

In all publishing of results generated through the Affiliate's activities at ORU, the Affiliate's association with ORU shall be specified, including the name of the school/faculty, in accordance with the University's instructions.

The publications shall be registered in Örebro University's institutional repository DiVA (Academic Archive On-line) in line with University procedure.

## 5. Right to research results

The Affiliate is not to be regarded as an employee at ORU and is therefore not covered by the provisions on intellectual property rights of academic staff in the Act on the Right to Employee's Inventions (1949:345).

The right to results generated by the Affiliate within the scope of the duties performed at ORU by the Affiliate go to the respective rights holder by law, practice and any collective agreements. Rights generated by the Affiliate together with other employees at ORU go to the respective rights holder by law, practice and any collective agreements.

The Employer and, when applicable, the Affiliate give ORU an irrevocable, non-exclusive right (licence) to use, for non-commercial research and teaching purposes, such results (such as teaching materials and course development materials) that have been generated in connection with the affiliation. With regard to teaching materials, the licence shall encompass the reproduction, provision and transfer of copies as well as ORU's right to make changes in the material.

## 6. Duration

The decision on affiliation runs from (date) to (date a maximum of three [3] years later).

This agreement may be terminated prematurely with a period of notice of six (6) months for both parties.

This agreement is terminated if the Affiliate's employment with the Employer comes to an end. It is the Affiliate's responsibility to notify, without delay, the Records Office at ORU should the employment with the Employer come to an end.

The terms laid out in items four and five shall continue to apply regardless of termination of this agreement. This refers to the obligation and the right respectively to specify the Affiliate's association with ORU at the publication of results generated within the scope of the Affiliate's activities at ORU, as well as to ORU's right to use, for non-commercial research and teaching purposes, such results that have been generated within the scope of the affiliation.

This agreement has been drawn up in three (3) identical copies, of which each Party has received one.

Place and date:

Place and date:

\_\_\_\_\_  
(print name) (print name)  
Vice-Chancellor/Dean, Örebro University

\_\_\_\_\_  
(Employer)



Place and date:

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(print name) (Affiliate)