

**COLLABORATION AGREEMENT**

between

[Company name]

[Address]

[Co. reg. no.]

”Project Owner”

and

[Company name]

[Address]

{Co. reg. no.]

[Company name]

[Address]

[Co. reg. no.]

[Company name]

[Address]

[Co. reg. no.]

 Hereafter jointly referred to as the "Parties**"** or individually as the "Party"

for

**[Name of project]**

("The Project")

1. **Definitions**
	1. **Definitions from The Research Council’s general terms**

Funding Plan A plan indicating how the Project costs will be financed throughout the Project Period, included as Appendix 2.

Force majeure Unforeseeable and extraordinary circumstances outside the control of the Parties.

Research-generated data Registered records, notes and reported information in the form of numbers, text, visual and audio files that are generated by or emerge in the course of the Project.

Intellectual Property Rights All rights to technical solutions, methods, processes and procedures, regardless of whether or not these are or may be patented. This also includes all copyrights and other rights to trademarks, designs, plant species, databases, integrated circuit layout designs, drawings, specifications, prototypes and trade secrets, etc.

Commercial Utilisation Direct or indirect use of Project Results in the development and/or marketing of products, services or processes, or the transfer and/or licensing of use of Project Results to third parties. Publication through a publisher is not deemed to be commercial utilisation.

Background The knowledge, including Intellectual Property Rights, which a Party brings to the Project. The Background provided by an individual Party is set out in Appendix 3.

Project Description Scientific and administrative description of and plan for the implementation of the Project, included as an attachment to the R&D Contract.

Project Manager The individual who is in charge of the progress and implementation of the Project on behalf of the Project Owner.

Project Period The period during which the Project is to be undertaken, as specified in the R&D Contract.

Project Results All results produced or achieved through the work carried out under the Project, including Intellectual Property Rights, regardless of whether or not the results are protected by law.

* 1. **Additional definitions**

Work plan Annual plan specifying the obligations and contributions of the Parties within the framework of the Project Description and Funding Plan.

R&D Contract Agreement relating to an R&D Project entered into between the Project Owner and the Research Council that comprises a written agreement, General Terms and Conditions for R&D Projects, as well as the Project Description, and is included as Appendix 1.

In-kind Research activities, research infrastructure and materials, etc. that a Party makes available to the Project as specified in the Work Plan, instead of or in addition to financial contributions.

Confidential information Information, documentation or materials given in writing or in any other form and marked "confidential", or as given orally and stated to be confidential, provided that this is confirmed in writing by no later than 14 days after the information in question was given.

Defaulting party A Party deemed by the Board to be in breach of its obligations under the Collaboration Agreement.

Fair and Reasonable

 Conditions Appropriate conditions, including financial terms or royalty-free conditions, taking into account the specific circumstances of the request for ownership or access. The conditions shall reflect the value of the Project Results or Background to which access is requested, financial and non-financial contributions, as well as the scope, duration or other characteristics of the exploitation envisaged. The terms of the exploitation agreement shall be formulated to ensure that the undertakings participating in the Project do not receive indirect state aid, as set out in the EFTA Surveillance Authority’s guidelines for state aid for research, development and innovation Section 28, paragraph b), c) or d).

The Board The Project's highest decision-making body

Affiliated Entities Companies in the EEA as specified in Appendix 4.

1. **Purpose and scope**

This Collaboration Agreement regulates the relationship between the Parties involved in the Project, including their rights and obligations. The Project Owner has, on behalf of the Parties, been granted financial support by the Research Council for the implementation of the Project. The framework for the Project, including the conditions for support from the Research Council, the amount of funding granted, the purpose of the Project, the Project Description, the Funding Plan and reporting requirements are set out in the R&D Contract, included as Appendix 1 in this Collaboration Agreement.

The Collaboration Agreement has the following appendices:

Appendix 1: R&D Contract

Appendix 2: Funding Plan

Appendix 3: Background

Appendix 4: Affiliated Entities

Appendix 5: Accession Document

Appendix 6: Supplementary description of the individual Parties' obligations to perform research activity and/or provide financial contributions in accordance with the Project Description and Funding Plan for the Project.

In the event of a conflict between the R&D Contract and this Collaboration Agreement, the R&D Contract shall take precedence.

1. **Entry into force, duration, withdrawal and early termination**
	1. **Entry into force**

The Collaboration Agreement enters into force on the date on which it is signed by all the Parties, with effect from the start of the Project Period.

The inclusion of new Parties in the Project after it has started requires the written consent of the Research Council, in addition to the unanimous approval of the Parties. An approved new Party becomes party to the Collaboration Agreement by signing an Accession Document, included in Appendix 5. As from the date of signing the Accession Document, the new Party will be entitled to be represented on the Board, and with effect from the same date they will be obliged to carry out research activities and/or contribute with funding as specified in more detail in the Accession Document.

When a new Party join the Project, the Board shall assess the need for and propose any changes in the appendices to the Collaboration Agreement. Any such changes will enter into force once the new Party has signed the Accession Document.

* 1. **Duration**

The Collaboration Agreement shall apply during the Project Period, until the Project has been completed and the Parties have fulfilled all their obligations under the Collaboration Agreement. After this date, the Collaboration Agreement shall automatically terminate, with the exception of Section 8 (Backgrounds), Section 9 (Project Results), Section 10 (Publication of Project Results), Section 14 (Liabilities of the Parties), Section 11 (Confidentiality) and Section 21 (Jurisdiction and legal venue), which will remain valid after the Collaboration Agreement has been terminated.

* 1. **Withdrawal**

With the exception of the Project Owner, any Party that wishes to withdraw from its participation in the Project may submit written request to this effect to the Board. The Board will request the approval of the Research Council to continue the Project with a change in the composition of the Parties. Notice of withdrawal shall be submitted to the Project Owner by no later than 1 July in order to apply with effect from 1 January the following year.

If the withdrawal of the Party will significantly affect the further implementation of the Project, the Party is under obligation to ensure, by negotiation and other relevant forms of agreement that conditions are in place for the remaining Parties to continue with the Project. This includes access to and access rights for the Background and any information required for completing the Project.

The remaining Parties shall make reasonable efforts to redistribute the withdrawing Party's tasks and obligations between themselves and to any third parties accepted by the Parties and the Research Council as new Parties. This is conditional on acceptance by the third party in question of the terms and conditions contained in this Collaboration Agreement.

A Party that withdraws from the Project in accordance with Section 3.3 shall continue to provide any financial contributions to which they are committed up to the date of withdrawal. With effect from the date of withdrawal, any such Parties shall be resolved of their rights and obligations under the Collaboration Agreement, with the exception of those obligations mentioned in Section 3.2, which shall continue to apply after withdrawal.

1. **The Board and management**

The Project will have a Board and a Project Manager.

The Board shall ensure compliance with the plans and intentions that form the basis of the Project and the Collaboration Agreement and that the activities set out in the Project Description, Funding Plan and Work Plan are realised within the approved time and cost frameworks.

Each Party shall be entitled to appoint one Board member. The Project Owner's member will be the Chair of the Board. Any Parties who have not appointed a Board member will still be fully bound by the Board's decisions.

The Chair of the Board shall invite members to attend Board meetings by providing reasonable notice, normally no less than two weeks. The Board shall hold ordinary meetings at least once a year or in accordance with an agreed meeting schedule. An extraordinary Board meeting shall be held upon request of at least one of the Parties. Notice to attend shall be accompanied by a draft agenda and any necessary supporting material for making decisions about agenda items. Board meetings can be conducted as video or teleconferences.

The Board has a quorum when at least two-thirds of its members attend meetings or participate in voting, either in person or by proxy. Each member has one vote. Parties may not vote in respect of matters relating to their own breach of the Collaboration Agreement or any consequences resulting from such. A 2/3 majority vote is required for making any decisions.

In matters which substantially alter the individual Party’s rights and obligations under the Project, the decision must be adopted unanimously. Such decisions require all members of the Board to participate in the voting. A unanimous vote is required for any changes made to the Collaboration Agreement and the adoption of annual budgets.

The Chair of the Board writes the minutes of the meetings and distributes them electronically to the other members of the Board by no later than 10 business days after the meeting was held. If no objections or comments are received within 10 days after the minutes were sent out, the minutes are regarded as having been approved.

Any decisions adopted by the Board during meetings must be clearly presented in the minutes. Decisions do not become valid and binding for the Parties until the minutes have been approved.

1. **The Project Owner's obligations – the Project Manager role**

The Project Owner has the overall and coordinating responsibility for the practical implementation of the Project, as well as a follow-up responsibility to the Research Council.

The Project Owner appoints a Project Manager who is responsible for carrying out the Project Owner’s tasks on a day-to-day basis, including ensuring that the Project progresses in accordance with the provisions of the Collaboration Agreement.

The Project Owner shall

* act as the link between the Parties and the Research Council, and carry out the tasks assigned to the Project Owner in the R&D Contract and the Collaboration Agreement
* manage the Research Council's financial contributions and fulfil the financial obligations set out in Section 7
* keep an overview of the Project and coordinate progress and resource use in accordance with the Project Description and the approved Work Plan
* collaborate with the Parties and their designated contact persons, and keep an updated list of the latter
* ensure that the Parties comply with their obligations under the Collaboration Agreement
* prepare and submit reports to the Research Council as set out in the R&D Contract
* prepare and call Board meetings, including the preparation of agendas and draft decisions
* keep an updated list of all decisions taken by the Board
* chair meetings, prepare minutes and ensure that the Board's decisions and instructions are followed up and implemented
* prepare a draft Work Plan for the Project to submit to the Board for approval
* report on progress and resource use to the Board, and propose measures to remedy any deviations
* immediately notify the Board about any issues which could affect the implementation of the Project
* in keeping with the provisions relating to the duty of confidentiality set out in Section 11, provide the Parties with access to documents related to the Project which are required for the Party to safeguard its own rights under the Collaboration Agreement.
1. **Obligations of the Parties**

Each Party shall carry out the research activity and/or provide all such contributions – including financial contributions – as committed to under the Collaboration Agreement. Each Party's contribution is set out in the Project Description and Funding Plan, as well as in any supplementary descriptions provided in Appendix 6.

The Parties are required to perform their duties in an efficient and professional manner, and otherwise in compliance with the quality requirements for performance which apply to all reputable parties involved in research and development.

Research is by its nature subject to uncertainty as to what results can be achieved. Consequently none of the Parties are liable to the other Parties in respect of achieving a specific result or goal set for the research activity, as long as the terms relating to the performance of the research activities – as stated above – are met.

The Parties shall immediately notify the Project Owner of matters relevant to the implementation of the Project.

The Parties shall provide all information and other materials that might be necessary in order for a Party or the Board to be able to undertake their duties in accordance with the Collaboration Agreement, and shall at the same time ensure that this information, etc., is as correct and updated as possible.

The Project shall be carried out in accordance with applicable laws and regulations. Unless otherwise specified in the Collaboration Agreement, each Party shall be individually responsible for obtaining any permits required for it to perform its tasks under this Project.

A Party may assign parts of the R&D activity for which it is responsible to an appropriate sub-contractor. This does not relieve the Party of its obligations towards the other Parties. The Party remains fully responsible for the sub-contractor's actions and deliveries as if they were their own, including that the terms of this Collaboration Agreement are safeguarded.

1. **Finance and management**
	1. **Work Plan**

The Board shall adopt an annual Work Plan for the Project. The Work Plan shall form the basis for the technical and financial implementation of the Project in line with the Project Description and Funding Plan.

* 1. **Distribution of funding**

The Project Owner receives and administers the Research Council's and the Parties' financial contributions to the Project. The Project Owner disburses funds in accordance with the adopted Work Plan, reports approved by the Research Council and invoicing procedures as set out in Section 7.4.

Parties are only entitled to receive payment for the duties they undertake / subcontract and costs they have incurred in accordance with the adopted Work Plan.

In accordance with its own auditing and management principles, each of the Parties shall be solely responsible for documenting its own project costs, both towards the Research Council and to the other Parties. Documentation shall be provided at the request of either the Project Owner or the Research Council.

A Party using less than its allocated share of the project funds will only receive payment for its actual and justified costs, in accordance with the Work Plan. A Party using more than its allocated share of the project funds will only receive payment for the actual and justified costs up to the amount equalling that allocated share of project funds.

Disbursed funding that a Party is unable to document as actual and eligible costs in accordance with the Work Plan shall be repaid. A Defaulting Party shall also cover any additional costs incurred by the other Parties as a result of the breach.

* 1. **In Kind**

Parties contributing In-kind to the Project shall report the actual and justified costs associated with such to the Project Owner. Such reporting shall occur by no later than the end of December each year, or in accordance with what has been agreed in the Work Plan, the Project Description or the Funding Plan.

* 1. **Invoicing**

The Project Owner shall invoice the Parties for their financial contributions to the Project as set out in the Project Description.

Unless otherwise agreed, the Parties shall invoice the Project Owner each month in arrears in accordance with their documented expenses and in line with the Work Plan.

Unless otherwise agreed, correct invoices shall be paid within 30 days of receipt.

In the event of delayed payment, penalty interest on arrears shall be calculated in accordance with the Norwegian Act relating to Interest on Overdue Payments.

* 1. **Right of Project Owner to Withhold Payment**

The Project Owner shall be entitled to withhold payment, and to require repayment of Project funds from a defaulting Party.

1. **Background**

The right of ownership to any Background brought into the Project by the individual Party shall be remain with the Party that brought it in. Background that is part of the Project from its commencement is set out in Appendix 3.

Background that is brought into the Project during the Project Period shall be presented in writing to the Project Owner, shall be approved by the Board and shall be incorporated into Appendix 3. The Parties shall be informed about any new approved Background.

Any Project Results which are not Background in accordance with Appendix 3 and which have not been approved as Background by the Parties will automatically be given the status of Project Results.

The Parties shall have royalty-free access rights to the Background that is necessary for the implementation of their own Project work, in accordance with the Work Plan.

The Parties’ access rights to Background that is necessary to be able to utilise their own results from the Project commercially, shall be granted on the basis of Fair and Reasonable Conditions.

1. **Project Results**
	1. **Ownership**

The ownership rights to Project Results shall accrue to the Party that has generated them.

If two or more Parties have generated the Project Results collaboratively, and the results cannot be separated, they shall have joint ownership of these. The Parties' undivided share shall correspond to the respective Party’s proportionate intellectual contribution to the Project Results in question.

Parties owning Project Results jointly shall, within six months after the Project Results in question were generated, enter into a separate agreement on the utilisation of these Project Results, including any protective measures and the distribution of costs relating to such. The co-ownership agreement should as a minimum include the following items:

* + A clear description of the Project Results, including each Party's ownership share.
	+ Provisions regarding which of the co-owners shall be responsible for protecting and maintaining the Project Result, including relevant authorisations.
	+ A detailed plan for how the Project Results shall be protected, defended, maintained and used, including a plan for commercial utilisation.
	1. **Access rights**

For the duration of the Project Period, The Parties shall have royalty-free access rights to Project Results that are necessary for the implementation of their own Project work, in accordance with the Work Plan.

The Parties’ access rights to the Project Results of other Parties that are necessary for the exploitation of one's own Project Results shall be granted on the basis of Fair and Reasonable Conditions.

The research institutions shall have access at no charge to use the Project Results for educational and research purposes.

Rights of use beyond what is agreed in this Section shall be subject to agreed terms and conditions between the Party who owns the Project Result and the Party that wishes such use.

* 1. **Affiliated entities**

The Parties may transfer any rights of their own Project Results in accordance with Section 9 herewith to Affiliated Entities.

When transfers are made, the other Parties shall be informed by providing them with 45 business day’s written notification in advance, and they shall be provided with assurances that any such transfers will not damage them or cause them any disadvantages.

* 1. **Access rights for new Parties**

All Project Results generated prior to the accession of a new Party to the Collaboration Agreement shall be regarded as being Background in relation to the new Party.

* 1. **Access rights for withdrawing Parties**

A Party withdrawing from the Project shall grant the remaining Parties access rights as set out in the Collaboration Agreement, as if said party was still a Party.

A Party choosing to terminate its participation in the Project cf. Section 3.3, shall be granted access rights to Project Results developed up to the date of withdrawal, and as otherwise set out in the Collaboration Agreement. Said Party does not have any rights to Project Results developed in the Project after the date of withdrawal.

* 1. **Special regulation of access rights to software**

The access rights to Background and Project Results set out in the Collaboration Agreement do not cover access to source code or object code or to any other documentation for software for which access rights are granted.

1. **Publication**
	1. **General principles**

Project Results shall be disseminated as quickly as possible. The dissemination methods and plans which are specified in the R&D Contract shall apply. The Parties shall ensure that all scientific publications about or based on Project Results as far as permittable by national legislation are made available online with open access under a Creative Commons CC BY 4.0 license unless otherwise agreed with the Research Council.

The Parties shall ensure that Research-generated data is made publically available after the conclusion of the Project, unless special circumstances indicate otherwise, or unless this is prevented by the terms and conditions of the contract or national legislation.

In case PhD work is being carried out as a part of the Project under this Collaboration Agreement, the Parties shall cooperate to ensure that the PhD-Candidate can complete the PhD programme and acquire the PhD degree. The Parties accept that the PhD Candidate has a duty to publish Project Results generated by the PhD Candidate in the form of a PhD thesis, subject to the obligations of confidentiality pursuant to Section 11. None of the provisions in this Collaboration Agreement shall be interpreted or applied in such a manner that prevents the achievement of a PhD degree.

Within the framework described in this section, the Parties are entitled to publish Project Results to which they themselves have the ownership rights, cf. the first paragraph of Section 9.1.

Parties shall not publish the Project Results or Background of other Parties. When such Project Results or Background is integrated with the Project Results of the Party in question, prior written consent is required from the other Party. Such consent shall not be unreasonably withheld, and shall be justified in writing by no later than 30 business days after a written request has been received.

* 1. **Joint publication**

Parties with joint ownership rights to Project Results may publish these jointly. Authorship and co-authorship shall be specified in line with the principles of the Vancouver Protocol (<http://www.icmje.org/>).

* 1. **Notification of plans and postponement of publication**

The Party that has generated the Project Result shall, at least 30 business days before the publication, submit plans for publication via the Project Manager to the Board. Any objection to the planned publication shall be made in writing to the Board and the Part or Parties proposing the publication within 20 business days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

A request for postponement of publication shall be justified if a Party

1. has legitimate commercial interests that would be harmed by the potential publication, or
2. will have difficulty protecting the Project Results or Background.

In case of a postponement of the publication, the Parties accept that in accordance with national statutory legislation, the Board of Parties that are Norwegian public universities is the body that is authorised to make the decision to impose temporary secrecy on Project Results generated by university employees. For submission of patent applications in such cases, a 90 business day deadline shall as a general rule be set after a Party has requested a publication deferral. In such cases a deadline of no more than six months can be provided after the date on which the Party has requested a deferment.

1. **Confidentiality**

During the Project Period and the subsequent period of three years, the Parties shall keep confidential all Confidential Information they have acquired knowledge of in connection with the Project, and to store this information in a secure manner. The confidentiality obligation does not include disclosure of Confidential Information to employees and third parties, including Affiliated Entities, suppliers and sub-contractors, when access to Confidential Information is required for performing Project tasks or utilising Project Results.

Confidential Information shall only be used for performing Project tasks and utilising Project Results, or as agreed with or presupposed by the disclosing Party. The Parties shall ensure that all employees and third parties, including Affiliated Entities, suppliers and sub-contractors, who are given access to Confidential Information, are made aware of and comply with the above-mentioned confidentiality obligation. If necessary, a separate confidentiality agreement containing content equivalent to Section 11 herewith must be entered into.

The following information is not regarded as being Confidential Information:

1. Information already known to the Party in question at the time it was received
2. Information that is or becomes generally known in a way other than by breach of confidentiality under this Collaboration Agreement
3. Information received from a third party with no known confidentiality obligations
4. Information developed by a Party without the use of Confidential Information.

The above-mentioned confidentiality obligation shall not prevent the publication of Project Results in line with the provisions in Section 10 or the exercise of access rights as set out in Section 9 of this Collaboration Agreement. Neither does the confidentiality obligation prevent Confidential Information from being disclosed to the Research Council nor the statutory provision of information to the courts or other public authorities, nor disclosure pursuant to the Information Act relating to the right of access to documents held by public authorities and public undertakings (the Norwegian Freedom of Information Act). The Party providing such information shall be notified when doing so.

1. **Personal data**

When entering this Collaboration Agreement and fulfilling the contractual obligations, each Party processes information about the other Party’s employees that participate in the performance of the Agreement and other persons necessary for the completion of the Agreement. Each Party is data controller for the processing of such personal data and shall process it in accordance with each Party’s privacy policy, applicable national data protection legislation and the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR). The data subjects shall be entitled to obtain access to, rectification and deletion of their own personal data.

If the Project involves research data containing personal data transfer of such personal data between the Parties or processing of such personal data by one Party on behalf of the other, the Parties shall enter into separate agreements regarding such transfer or processing in accordance with applicable law and each Party’s privacy policy.

Each Party must ensure sufficient legal basis for any personal data it processes and take any required security measures in accordance with applicable law on personal data before sharing or transferring any personal data with the other Parties.

1. **Breach of contract**

If a Party is in breach of its obligations under the Collaboration Agreement, the Project Owner shall provide the Party in question with a written warning and a reasonable deadline for rectifying the situation.

If the breach is not rectified by the deadline, the Board may decide that the Party in question shall be deemed to be a Defaulting Party, and decide what the consequences should be in consultation with the Research Council. The Board's decision may imply transferring the Defaulting Party's agreed tasks to another Party, or terminating the Collaboration Agreement with the Defaulting Party.

Defaulting Parties who must withdraw from the Project as a result of cancellation of the Collaboration Agreement, cf. the preceding paragraph, are obligated to ensure that the other Parties will be able to continue the Project, without any right to compensation.

A Defaulting Party immediately loses its access rights under the Collaboration Agreement upon receipt of the formal decision about cancellation from the Board, but will still be obligated to provide the other Parties access rights to its own Background and Project Results in accordance with the Collaboration Agreement.

A Defaulting Party's other rights and obligations under the Collaboration Agreement cease to exist with effect from the date the Board takes the decision to cancel the Agreement with the Defaulting Party, with the exception of the provisions set out in Section 3.2 of the Collaboration Agreement, which shall continue to apply even after the Collaboration Agreement is cancelled.

Any unpaid, unused funds received in order to undertake Project tasks shall be repaid.

1. **Liability**
	1. **No guarantees**

The Parties do not guarantee that the information or materials (including Background and Project Results) that they provide or make available to the other Parties in the Project are free of error, complete, suitable for a specific purpose or appropriate for the recipient's needs. Furthermore, the Parties do not guarantee that such information or materials do not violate, or will not violate, the intellectual property rights or other rights of third parties. The Parties are required to immediately notify the other Parties if they become aware of, or have reason to believe, that a violation of the rights of a third party has occurred or may occur.

A Party receiving or making use of such information or materials as set out in the first paragraph herewith shall be entirely and solely responsible for its use of this. A Party that grants access rights shall not be held liable for any violations of the intellectual property rights or other rights of third parties as a result of another Party exercising its access rights.

* 1. **Limitation of liability**

The Parties shall not be responsible towards each other for any indirect or consequential loss as a result of a breach of the Collaboration Agreement, including but not limited to the loss of income or sales, provided that such losses do not occur as a result of wilful, gross negligence or a breach of confidentiality.

A Party's aggregate liability under the Collaboration Agreement shall in all cases be limited to an amount equivalent to the value of the relevant Party's contribution to the Project as set out in the Funding Plan and specified in Appendix 6.

The limitation of liability stated above does not apply in cases where the loss or damage is caused by gross negligence or wilful acts committed by the Defaulting Party, or in the event of a breach of the confidentiality obligation, cf. Section 11.

* 1. **Injuries caused to third parties**

Each Party shall be personally responsible for all losses, material damage or personal injury caused to a third party as a result of undertaking their obligations under this Collaboration Agreement, or from the Party's use of the Background or Project Results.

* 1. **Reporting losses and damage**

Each Party shall notify the Board and Project Owner about any project-related claims for compensation, etc. which are raised against them.

* 1. **Force Majeure**

None of the Parties shall be held liable for breach of obligations under the Collaboration Agreement due to Force Majeure. The Parties shall immediately notify the Project Manager if a situation of Force Majeure arises. If such impediments continue or are expected to continue for more than six weeks, or will have serious consequences for Project implementation on the part of the other Parties, the Board can decide to redistribute Project tasks.

1. **Ethics, conflicts of interest and export control**
	1. **Ethics**

Each Party shall undertake to maintain the highest ethical standards in its work for the Project. Each Party shall ensure that his employees and subcontractors undertake the same commitment.

* 1. **Conflicts of interest**

Each of the Parties shall adopt all necessary measures in order to prevent situations from occurring which could weaken confidence in undertaking the Project in an impartial, objective manner, for reasons involving financial interests, family connections or other conflicts of interest.

The Parties must notify the Board without undue delay about any such situations which involve or could possibly involve a conflict of interests, and they shall immediately take all necessary measures in order to rectify the situation.

The Board shall approve the adequacy of such measures and can call for the imposition of further measures by an agreed deadline.

* 1. **Export control**

An exporting Party agrees to comply with applicable rules for export control. If a Party performs work, including the export of products, technology and software requiring an export licence, said Party shall apply well in advance for the required licences and ensure that the other Parties have access to copies with the Export Control Classification Number (ECCN) at the time of application submission. A Party shall indemnify the other Parties for all fines, costs and any and all liabilities that may arise as a result of said Party’s violation of this provision.

1. **No representation or formal partnership**

The Parties cannot commit the other Parties financially or legally or represent themselves as acting on their behalf. Neither this Collaboration Agreement nor participation in the Project shall be deemed to constitute any form of formal partnership or joint business activity.

1. **Use of logo etc.**

No Party shall use the name, logo or trademark of the other Parties, its employees or Affiliated Entities in any publicity, advertising, or news release without the prior written approval of the other Party, which shall not be unreasonably withheld or delayed.

1. **Communication between the Parties**

All information communicated under this Collaboration Agreement shall be in writing and be directed to the addresses and recipients indicated on the updated contact list held by the Project Owner, cf. Section 5.

1. **Contacts for the Collaboration Agreement**

Project Owner's contact: [job description] ……………………………

Collaboration Partner's contact: [job description] ……………………………

1. **Mandatory national law**

Nothing in this Collaboration Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

1. **Jurisdiction and legal venue**

This Collaboration Agreement is subject to Norwegian law.

Attempts shall be made to resolve any disputes that may arise in connection with, or as a result of, this Collaboration Agreement by negotiation between the Parties. If such negotiations fail to produce any results, the dispute in question can be brought before the courts, with the Oslo District Court serving as the legal venue.

1. **Signature**

[x] copies of this Collaboration Agreement have been signed. Each party shall keep one copy.

On behalf of [name of company]:

Date:

Name:

The University of Oslo

Title:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Invoicing address:

Invoice reference:

On behalf of [name of company]:

Date:

Name:

Title:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Invoicing address:

Invoice reference:

 **Appendix 1**

**R&D Contract**

**Appendix 2**

**Funding Plan**

**Appendix 3**

**Background**

The following Background has been brought into the Project:

|  |
| --- |
| [Name of Party 1] |
| [Details/specification of Background] |

|  |
| --- |
| [Name of Party 2] |
| [Details/specification of Background] |

**Appendix 4**

**List of Affiliated Entities**

**Party 1**

**[to be completed]**

**Party 2**

**[to be completed]**

**…**

**Appendix 5**

**Accession Document – [Project name]**

[Company name, new Party]

By signing this document [name of new Party] will become a new Party in [name of Project], and shall accept being bound by the provisions contained in the Collaboration Agreement of [date] with effect from the same date.

By signing this Accession Document the Project Owner confirms that at its meeting on [date] the Board approved [name of new Party] as a new Party in the Project.

The Parties agree that [name of new Party] shall contribute the following to the Project:

[to be completed]

Two copies of this Accession Document have been signed.

On behalf of [name of new Party]:

Place and date:

Name:

Title:

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of the Project Owner:

Place and date:

Name:

Title:

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 6**

**Supplementary description of the individual Parties' obligations to conduct research activity and/or make financial contributions in line with the Project Description and the Funding Plan for the Project.**

**Funding**

The Parties shall contribute resources and cash funding for undertaking the Project as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Party** | **In Kind** | **Cash funding** | **Total** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total** |  |  |  |

The obligations mentioned above shall be undertaken in accordance with the following timetable:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Party** | **[year]** | **[year]** | **[year]** | **Total** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total** |  |  |  |  |

**Costs**

The parties agree on the following cost plan for the Project:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Party** | **[cost category]** | **[cost category]** | **[cost category]** | **Total** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total** |  |  |  |  |

**Project implementation**

The Parties shall undertake their Project obligations in accordance with the following plan:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Work package** | **Main activity, aims and delivery** | **Cost (in NOK)** | **Responsible Party** | **Contributors** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |

Milestones for implementation of the various work packages:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Work package** | **Milestone** | **[year]** | **[year]** | **[year]** | **[year]** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |

**Description of the Parties' contributions to the Project**

[Any supplementary descriptions about the Parties' contributions to the Project]