**Guide to a Collaboration Agreement**

In Collaboration Projects, the Project Owner is, according to the Research Council's General Terms and Conditions for R&D Projects, obliged to enter into a Collaboration agreement with that regulate, inter alia, the rights and obligations of the Project Owner and its partners/partners. This includes the distribution of Project costs, ownership of research infrastructure and rights to Project results, as well as confidentiality. Apart from the requirements stipulated in the R&D contract the Project Owner enters into with the Research Council, the Project Owner and its Partners have considerable flexibility regarding the content of their Collaboration agreements.

The Collaboration agreements are intended to be used in research projects involving Effective collaboration and are not adapted to commercial conditions or contract research.

The Collaboration agreement must reflect the terms and conditions set out in the Contract between the Project Owner and the Research Council as far as this is relevant to the Partners' role in the Project, cf. Section 3 of the Research Council's General Terms and Conditions. The Project Owner must commit the Partners in the same way as the Project Owner itself is commited under the R&D contract. This means that the Partners must accept the same terms and conditions as set out in the R&D contract through the Collaboration agreement (including provisions on confidentiality, control and auditing, etc.)

The Research Council may also stipulate special requirements for the collaboration, which, depending on the circumstances, must be regulated in the Collaboration agreement that is entered into.

All Collaboration agreements that regulate collaboration in a Project funded by the Research Council of Norway must comply with Norwegian law and be subject to Norwegian judicial control. The reason for this is that the funding is allocated via the Norwegian National Budget. The funds must be managed in accordance with decision of the Storting. Therefore, this clause in the Agreement cannot be waived.

The Research Council has prepared various examples of Collaboration agreements. In Projects involving multiple Partners all Partners must be included in the same Collaboration agreement. The Consortium agreement is suitable for larger collaborative projects with more than two Partners where the Project is to be led by a board or steering group. The Collaboration agreement with IPR provisions is suitable for smaller Projects with two or more Partners where no provisions on project management are necessary. The Collaboration agreement without IPR is an agreement for Projects that do not need to regulate the rights to project results beyond what is stipulated in the Research Council's General Terms and Conditions, and which have a simple governance structure. There is also a Consortium agreement for SFI, a Collaboration agreement for an Innovation Project in the petroleum sector and a Collaboration agreement for knowledge-building projects in the petroleum sector.

Below is an example of a Collaboration agreement where there is no need for further provisions on project management, with some specified alternatives. For the sake of good order, the Research Council emphasises that the example is only intended as a possible starting point for the partners' regulation, that it is not necessarily exhaustive, and that several alternatives to the provisions as described below may be envisaged.

The R&D contract shall comprise:

* a signed Agreement document and at least the following documents that are an integral part of the Contract:
* **The Research Council's General Terms and Conditions for R&D Projects**
* **Project description**
If the documents contain conflicting provisions, they shall apply in the order specified above. The Collaboration agreement must be attached to the R&D contract.

**COOPERATION AGREEMENT**

between

............................. [org. number] – hereinafter referred to as the "Project Owner" and

............................. [org. number] – hereinafter the "Partner"

***(by multiple Collaborators)***

.............................. [org. number]

.............................. [org. number]

- hereinafter referred to as the "Partners" *(Note! "Partner" must then be replaced by "Partners" in the document).*

The Project Owner and the Partner are jointly referred to as the "Parties".

All defined terms in the General Terms and Conditions or in this Contract start with a capital letter.

**1** **Introduction**

The Research Council has allocated funding for the implementation of the R&D project [...], hereinafter referred to as the "Project". In this connection, an agreement has been entered into between the Project Owner and the Research Council, hereinafter referred to as the "R&D contract". A precondition for the Research Council's allocation of funding is that the Partner contributes to the implementation of the Project and the fulfilment of the R&D contract with the Research Council. This Collaboration Agreement regulates the Parties' rights and obligations in connection with the Project.

The Project Owner must commit the Partners in the same way as it is obligated vis-à-vis the Research Council under the R&D contract. This means that the Partners must accept the same terms and conditions as set out in the R&D contract through the Collaboration Agreement. The R&D contract is attached as Appendix 1.

The Research Council is granted the right to exercise the Project Owner's rights vis-à-vis the Partner pursuant to the Collaboration Agreement to the extent necessary for exercising the Research Council's rights under the R&D contract (including provisions on confidentiality, control, auditing and sanctions, etc.).

**2** **The obligations of the Project Owner and the Partner**

The Project Owner and the Partner are to contribute to the Project as follows:

The Project Owner is to represent the Partners vis-à-vis the Research Council.

The Partner is obliged to contribute to the implementation of the Project and the fulfilment of the R&D contract with the Research Council in accordance with the tasks and obligations set out in this Collaboration Agreement.

**Academic resources**

The Partners are obliged to perform the tasks in accordance with the Project Description.

The work shall be carried out in accordance with the provisions set out in the R&D contract.

The Partner has personnel and financial responsibility for its own personnel associated with the Project, and has reporting and employer responsibility for its employees under the Project.

The Parties are to provide guidance and follow-up of the work of their own personnel in the Project, and to cooperate with the Project Owner and any other Partners on further facilitation, execution and follow-up of the collaboration.

The Parties are obliged to ensure that if anyone carries out work on behalf of the Project concerned, they respect the rights and obligations set out in this Agreement, and shall, inter alia, establish necessary agreements to secure the Partner the right to acquire all rights to the Project Results and the right to utilise these.

**Equipment, premises, etc.**

The Project Partner is obliged to make the Project available equipment/premises as described in the Project Description.

**3**  **Payment**

A portion of the Research Council's grant to the Project is allocated to the Partner in accordance with the R&D contract or budget.

**either**

by an amount to be disbursed by the Project Owner when the work has been completed and approved by the Project Owner and the Project Owner has received funding from the Research Council

**or**

by periodic payment [amounts and periods need to be further determined]. The periodic disbursement is conditional on the Partner maintaining the progress of the Project.

**4** **Reporting and cost accounting**

At the request of the Project Owner, the Partner is obliged to send the Project Owner reports on progress, finances and other matters and to provide such information as the Project Owner needs in order to manage the Project and fulfil its obligations vis-à-vis the Research Council pursuant to the R&D contract.

The Partner shall keep and report cost accounts as a basis for preparing Project accounts, cf. General Terms and Conditions clauses 3, 5 and 6. Project funding and Project costs must appear in the Partners' official accounts.

**5** **Use of subcontractors**

The Partner may, with the consent of the Project Owner, entrust the performance of certain tasks to a Subcontractor, cf. Section 2.3 of the Research Council's General Terms and Conditions. Use of Subcontractors does not exempt the Partner from the obligations the Partner has assumed pursuant to this Collaboration Agreement.

**6** **Ownership of purchased equipment**

The party that has purchased equipment for the Project must also retain ownership of it. The equipment must be made available to the other Partners if this is necessary for the Partners' contribution to the project.

**7** **Rights to Project Results etc.**

Unless otherwise agreed in writing, each of the Parties acquires all rights to the Project Results generated by itself, its employees and any Subcontractors to the project.

The Parties shall enter into separate agreements concerning the rights to any Project Results jointly generated by several Parties. It shall be ensured that the undertakings participating in the Project do not receive indirect state aid, as described in point 29 of the EFTA Surveillance Authority's guidelines on state aid for research and development and innovation[[1]](#footnote-2).

The Parties shall mutually inform each other about the Project Results achieved.

During the agreement period, the Parties shall have access rights to Background on agreed terms when this is necessary for the implementation of their own work in the Project.

No administrative costs shall be incurred in connection with the use of Background by others during the agreement period.

The Background that is deemed relevant when entering into the Collaboration Agreement is set out in the appendix. If one of the Parties wishes to contribute Background beyond what follows from the attachments, this must be accepted by the other Party. Any result that is not Background in accordance with the attachments automatically has the status of Project Result.

During the agreement period, the Parties shall have access free of charge to the Project Results that appear in the Project and which are necessary for the implementation of their own work in the Project.

For commercial exploitation, the Parties shall have access to Project Results and Background brought into the Project on specified terms when necessary to utilise their own Project Results.

Each of the Parties is obliged to protect its own Project Results of commercial value.

Each of the Parties is obliged to ensure that its own Project Results are utilised within a reasonable period of time in relation to the distinctive nature of the industry, the market, the distinctive nature of the research field, the product's development and lifetime and opportunities for exploitation. If the Party holding the rights to the Project Results does not ensure such utilisation, the other Party is entitled to utilise the results on the terms agreed between the Parties.

**8** **Publication of Project Results**

Project results must be announced as soon as possible, cf. section 10 of the Research Council's General Terms and Conditions. This includes implementing the dissemination measures and dissemination plans set out in the Contract between the Research Council and the Project Owner.

The Parties are entitled to publish their own results from sub-projects, provided that publication does not cause harm or disadvantage to the other Partners' exploitation of their own results. Necessary protection to ensure commercial exploitation may be provided prior to publication if required by at least one of the Parties.

Plans for publication are sent to the Partners from the person who produced the result. The Party has [ ] days from the date of notification to request postponement of publication in order to obtain the necessary protection.

If master's degree, PhD and/or post.doc work is included in the Project, the purpose is for this work to be made public. None of the provisions of this Collaboration Agreement shall be interpreted or applied in such a way as to prevent the achievement of a master's degree and/or doctoral degree.

**9** **Familiarity**

Confidentiality applies to:

All information marked confidential.

Confidentiality applies only as long as the information has not been disclosed or has been made public.

The Partners are responsible for their employees and associated third parties. This provision does not prevent the disclosure of confidential information to the Research Council in accordance with reporting requirements under the Contract, as well as to authorities and/or courts pursuant to applicable legislation.

**10** **Duty of disclosure**

The partner is obliged to notify the Project Owner immediately of all matters of significance to the collaboration.

**11** **Liability for damage and loss**

Each party is solely responsible for any loss or damage arising from its own acts and omissions.

Each of the Parties is obliged to inform each other of any claim for compensation or similar related to the Project that is brought against the Party.

**12** **Duration**

The Collaboration agreement shall take effect from the date it is signed by both/all Parties and shall remain valid until the R&D contract with the Research Council is terminated; Section 19 of the Research Council's General Terms and Conditions (the "agreement period").

Alternatively:

The Agreement is valid from the time it is signed by both/all Parties, and until [date] (the "Agreement Period").

**13** **Governing law, etc.**

The agreement is governed by and shall be interpreted in accordance with Norwegian law. Disputes are sought to be resolved through negotiations or voluntary mediation. If this is not successful, the dispute may be brought before the ordinary courts for decision. Oslo District Court is decided as the legal venue.

If both/all Parties are state entities, any disputes shall be submitted to the Ministry of Education and Research, which will decide how the dispute should be settled.

Place/Date

Project Owner [The Partner]

Possibly:[The partner]etc.

Appendix 1. The R&D contract

1. [Publications Office (europa.eu)](https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:E2022C0230) [↑](#footnote-ref-2)