**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.

**COLLABORATION AGREEMENT WITHOUT IPR**

**(for smaller Projects with little need to regulate ownership and use of Project results beyond what is stated in the General Terms and Conditions)**

between

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

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

The Project Owner and the Partner are jointly referred to as the "Parties". Terms and conditions defined in the Research Council's General Terms and Conditions for R&D Projects are capitalised.

**1 General provisions – relationship with the Research Council**

The Research Council has allocated funding for the implementation of the R&D project [...], hereinafter referred to as the "Project". In this connection, the R&D contract has been entered into hereinafter referred to as the R&D contract.

The R&D contract requires the Partner to carry out the Project in cooperation with the Project Owner and to make available the necessary resources, cf. Item 2, and that the Project Owner enters into a Collaboration Agreement with the Project Partners. It is not permitted to agree anything that violates the Research Council's General Terms and Conditions.

This Collaboration Agreement must commit the Partners in the same way as the Project Owner itself is obliged by 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 R&D contract must be attached to the Collaboration Agreement.

The Research Council is granted the right to exercise the Project Owner's rights vis-à-vis the Project Partner pursuant to the Collaboration Agreement to the extent necessary for the exercise of the Research Council's rights under the R&D contract.

**2 The Project Owner's and the Partners' obligations**

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

The parties undertake to participate in accordance with the Project Description and the R&D contract's Progress Plan. The parties will make resources available in accordance with the Project Description.

**3 Share of the funding from the Research Council that accrues to the partner for his/her contributions to the Project**

The Project Owner will disburse the Partner a share of the Research Council's support to the Project to cover parts of the Partner's Project costs, as described in the R&D contract. This is paid periodically [periods and amounts need to be determined further]. The periodic disbursement is conditional on the Partner maintaining the progress of the Project.

If agreed, payment shall be made after invoicing.

**4 Project implementation**

The Parties undertake to carry out the work in accordance with the provisions of the R&D contract. See Appendix I.

The Parties have personnel and financial responsibility for their own personnel who are made available and have responsibility for personal assignments and employer responsibility for their employees in the Project.

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

The Parties are obliged to ensure that the Subcontractors performing work on the Project on their behalf respect the provisions set out in this Agreement and shall, inter alia, establish necessary agreements that guarantee the Parties the right to acquire all rights to the Project results and the right to utilise these.

The parties shall archive a version of peer-reviewed scientific publications based on research wholly or partly funded by the Research Council in appropriate, open digital archives under a Creative Commons CC BY 4.0 license, unless otherwise agreed with the Research Council, immediately upon publication by the publisher. The archived version must be the last manuscript version after peer review (AAM) and/or the publisher's published version (VoR). The Project Owner is responsible for ensuring that all research-generated data, including all data on which publications are based, are archived in secure digital archives. Such archiving shall take place as soon as possible and no later than two years after the Project has been completed. The Research Council may require that such data and the documentation necessary for reuse of the data (metadata) be stored in specified secure national or international archives.

**5. Cost accounting, etc.**

The Parties shall keep and report cost accounts as a basis for the preparation of Project Accounts; General Terms and Conditions 3 and 5. The Project financing and Project costs must appear in the Partner's official accounts.

**6. Property rights, exploitation rights and licensing, 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.

In addition, the rights to the Project results and Background are governed as set out in Item 9 of the General Terms and Conditions.

**7. Confidentiality**

Confidentiality applies:

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.

**8. Governing law and dispute resolution**

The agreement follows 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.

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

Date/Place

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Partner's signature Project Owner, represented by the Project administrator

(person having the authority to

commit the entity)

Appendix 1. **FoU-contract**