

Guideline for entering into and administering institutional cooperation agreements in which NTNU is a contracting party

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Archive reference	

1. Purpose of the Guideline

1.1 Explanation of key terms used in the guideline:

Circular F_07_13: Regulations regarding binding collaboration and acquisition of shares by State universities and university colleges.

Institutional cooperation agreements: In terms of law, all cooperation agreements are entered into by NTNU as a whole. Individual researchers are not authorised to enter into agreements. If a researcher signs an agreement, they will be personally liable. Even if all cooperation agreements are signed by the institution, there still appears to be a mutual understanding of the distinction between institutional agreements and researcher-to-researcher cooperation. In an academic context, overarching cooperation agreements in which NTNU is a contracting party and agreements for joint degrees are considered institutional agreements. Agreements that regulate the implementation of specific or defined sponsored or commission-based activities (i.e. specific or defined research and/or educational collaboration) are considered to be researcher-to-researcher cooperation.

The purpose of overarching cooperation agreements and other agreements of an institutional character is often to determine the framework for the cooperation between the parties, to ensure broad interdisciplinarity in the cooperation and that this is established with/has the stamp of approval from the institution.

Correspondingly, the purpose of joint degree agreements will be to place the stamp of the institution on the degree that is being awarded. MoUs with foreign universities and cooperation agreements with major actors in the private and/or public sectors are typical examples of institutional agreements.

MoU (Memorandum of Understanding): A provisional document between two or more parties confirming that the parties intend to enter into a binding cooperation, with specific objectives and activities, at a future point in time.

The guideline distinguishes between cooperation agreements at three different levels:

- Institutional cooperation agreements in which NTNU is a contracting party (Level 1). Cooperation agreement between external party(ies) and NTNU, which often includes goals and activities across multiple faculties and academic communities. The agreement is signed by the Rector or person authorised by the Rector.
- Institutional cooperation agreements with a faculty (Level 2), are signed by the Dean or person authorised by the Dean.
- Institutional cooperation agreements with a department (Level 3), are signed by the Head of Department or person authorised by the Head of Department.

1.2 Cooperation

NTNU is an attractive cooperation partner for a continually increasing number of national and international private and public actors within working life and society. These actors wish to cooperate with NTNU's academic communities because such cooperation provides the scope and opportunities to reshape, develop and strengthen their own core activities and the quality of the products and services that they provide. Cooperation with working life and society is of vital importance to NTNU, and one of many prerequisites for the university being able to fulfil its social mission. The purpose of overarching cooperation agreements and other agreements of institutional character is to determine the framework for the cooperation between the parties, to ensure broad interdisciplinarity in the cooperation and that the agreement is established with/has the stamp of approval from the institution.

1.3 Purpose

The purpose of the guideline is to guarantee that thorough assessments are carried out to ensure that circular F_07_13 is adhered to when entering into and administering cooperation agreements, including safeguarding NTNU's independence and academic freedom. The guideline shall refer to relevant conditions and criteria that need to be discussed, clarified and agreed upon through the negotiation process when entering into a cooperation agreement between NTNU and external party(ies). The guideline is intended to ensure orderly, predictable and clear agreements that take into account relevant laws and regulations. The agreements shall specify clear objectives, activities, performance goals, roles and responsibilities, in order to ensure there is an optimal starting point for how the cooperation will guarantee a high level of academic quality and relevant results for the contracting parties. The guideline shall also contribute towards achieving a greater degree of standardisation in and between cooperation agreements, as well as introduce necessary clarification related to:

- transparency
 - institutional independence
 - confidentiality
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- impartiality
- ethics
- publishing
- academic freedom
- rights to intellectual property.

2. Applicable for

The guideline applies when entering into institutional cooperation agreements in which NTNU is a contracting party. In an academic context, overarching cooperation agreements in which NTNU is a contracting party are considered institutional agreements. Agreements that regulate the implementation of specific or defined sponsored or commission-based activities (i.e. specific or defined research and/or educational collaboration) are considered to be researcher-to-researcher cooperation and are thus not covered by this guideline¹. Agreements relating to the purchase of services and goods are also not covered by the guideline.²

MoUs with foreign universities are typical examples of institutional agreements, but will still not be covered by the guideline³.

The guideline is a tool for entering into and administering institutional cooperation agreements at NTNU in which NTNU is a contracting party, as well as at faculty and department level. However, section 5 below does not apply to agreements at faculty and department level.

The guideline applies to all employees at NTNU and provide instructions for the work on developing, coordinating and administering institutional cooperation agreements on behalf of academic communities, departments, faculties and the rectorate at NTNU.

3. Framework conditions

NTNU is a public institution that is regulated by the Norwegian University and University Colleges Act.

NTNU must comply with Norwegian law, irrespective of whether or not relevant laws are cited in the agreements. It is therefore not necessary to repeat all laws that are considered relevant, but there may still be a need to highlight certain points, such as rules relating to public disclosure, academic freedom and publication, in order to emphasize their importance.

¹ For example, agreements for endowed professorships, assignment agreements or cooperation agreements in Research Council of Norway (NFR) and European Union (EU) projects (Norwegian Centres of Excellence (CoE), Centres for Research-based Innovation (SFI), Innovation Project for the Industrial Sector (IPN), Industrial PhD, Public PhD, etc.), or academic membership agreements.

² [Procurements - NTNU](#)

³ See the MoU Template on this page [Templates for Exchange and Mobility Agreements - Knowledge Base - NTNU](#)

3.1. Regulations regarding binding collaboration with State universities and university colleges (F-07-13)

All binding collaboration entered into between NTNU and external partners must be in line with the guideline in “Regulations regarding binding collaboration and acquisition of shares by State universities and university colleges”⁴. The regulations apply to binding collaboration between State universities and university colleges and independent enterprises, and the institution’s administration of sponsored and commission-based activities and shares. As a general rule, cooperation agreements must only be entered into if the intention of such agreements is to result in tangible cooperation. The cooperation must be of academic interest to the institution, and the activity must strengthen the institution’s ability to perform its primary duties. Specific cooperation in this context may be cooperation and/or funding of research fellowships and post doctorate positions, guest professorships, research infrastructure, bachelor and master’s theses, post and further education activities, dissemination activities, as well as innovation, research and education projects.

3.2. Overarching principles for cooperation agreements at NTNU

- a. The text of the agreement must define which part(s) of NTNU is/are the contracting party. If NTNU is to be a contracting party, this must be established through internal processes (described in section 5). Faculties and departments do not have the authority to enter into agreements on behalf of NTNU.

NTNU as a contracting party must be described in accordance with section 7b.

- b. All institutional cooperation agreements must be in line with NTNU’s ethical guidelines⁵ and export control regulations⁶.
- c. The institutional cooperation agreements are intended to regulate the financial arrangements between the institution and cooperating enterprises. When entering into institutional cooperation agreements, the objective of the parties shall be to develop specific cooperation which provides added value to NTNU. Resource contributions in the form of new funds, or possibly own efforts, must be specified. Specific cooperation based on institutional cooperation agreements must be organised as separate projects at NTNU. In the event of such cooperation, sub-contracts must be prepared with specific goals, measures and budget items for the various specific and/or defined sponsored or commission-based activities, including access to infrastructure and data.

⁴ [07 13 vedlegg 1 reglement om statlige universiteter og høyskolers forpliktende samarbeid og erverv av aksjer.pdf \(regjeringen.no\)](#)

⁵ [Ethical guidelines for employees at NTNU - Knowledge Base - NTNU](#)

⁶ [Export control - Knowledge Base - NTNU](#)

Each party shall cover its costs for administering the agreement, including own efforts and use of infrastructure. This must be established with the immediate superior.

d. Archiving and transparency

The institutional cooperation agreement and associated case documents must be archived in NTNU's archive system. The party responsible for administering the agreement is also responsible for archiving. As a public actor, NTNU is governed by the Norwegian Freedom of Information Act. For reasons pertaining to research ethics, i agreement transparency is important This entails that the public generally has the right to access all agreements and case documents related to the administration of these. Project descriptions and confidential information relating to cooperation partners may in some cases be exempted from such access. Institutional agreements in which NTNU is a contracting party are published openly on NTNU's website at: <https://www.ntnu.no/nyskaping/samarbeid-med-arbeidslivet>.

4. Academic freedom and NTNU's independence

The universities have a responsibility to provide research, education, artistic activities, innovation and dissemination of research-based knowledge. An important part of a university's social mission is also to contribute towards informed public debate.

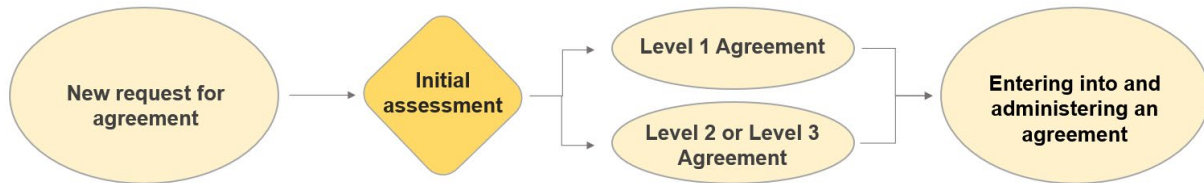
Academic freedom includes both the independence of institutions and the freedom of expression and professional freedom and integrity of individual researchers concerning research, education, innovation, dissemination and artistic development work. The institutions also have a responsibility to safeguard the academic freedom of students.

NTNU shall ensure that the institutional cooperation agreements are not in conflict with these principles and shall emphasize that all activities and projects must be within the framework of academic freedom. NTNU is responsible for facilitating the exercising of academic freedom.

No institutional cooperation agreements shall contain wording that gives rise to any doubt about NTNU's independence and academic freedom.

5. Entering into and administering institutional cooperation agreements

A separate flowchart and associated checklist have been prepared for the process of entering into cooperation agreements (Appendix 1).



New request for agreement: It varies as to whether requests for long-term institutional cooperation agreements with NTNU as a contracting party (Level 1) come directly from an external party or via academic communities at the university.

In any event, these requests should be directed to the Research, Innovation and External Relations Division at email address: kontakt@fie.ntnu.no

In instances where the request to establish a Level 1 cooperation agreement comes from internal academic communities at NTNU, the academic communities must independently carry out an initial assessment. The assessment must be in line with appendix 1 of the guideline and sent to the aforementioned email address or registered in the following [form](#)⁷.

Initial assessments: The Director of the Research, Innovation and External Relations Division (FIE) is responsible for coordinating initial assessments for whether the agreement is to be established at Level 1. The purpose of the initial assessments is to clarify whether the agreement should be with the Rector (Level 1), or at faculty or department level (Level 2 or 3). In consultation with the Rectorate, Faculty Deans and Heads of Departments, FIE will clarify whether NTNU will be an institutional contracting party. The Rector has the final right to decide whether NTNU shall be an institutional contracting party.

Entering into and administering Level 1 agreements: FIE is responsible for entering into and administering institutional cooperation agreements in which NTNU is a contracting party (Level 1). An administrative coordinator for the agreement shall be appointed who is either employed with FIE or someone authorised by FIE Director. This enables FIE to coordinate all agreements at NTNU level. In instances where staff at a faculty are authorised to be responsible for administrative coordination and administration, the Rector and FIE must be kept informed of activities related to the agreement at least twice a year or upon request.

Irrespective of the level at which they are established, when entering into institutional cooperation agreements it must be clearly stated in the agreement as to how the cooperation shall be administered in terms of roles, responsibilities and frequency of meetings.

If the parties choose to establish a steering committee and any working group(s) for administering the agreement, these roles must be determined and the members from the parties specified.

⁷ <https://forms.office.com/e/RwaY9E2wtj>

For agreements in which NTNU is a contracting party, a minimum of one meeting shall be held per year at the senior management level, at which NTNU shall be represented by the Rector or the person authorised by the Rector, and the corresponding managing director/senior executive or person authorised by the director from the contracting partner

Institutional cooperation agreements in which NTNU is a contracting party must be signed by the Rector, or person authorised by the Rector. Any issues relating to impartiality must be clarified in advance, cf. Section 6 of the Norwegian Public Administration Act.

6. Evaluation and continuation of institutional cooperation agreements

Institutional cooperation agreements often have a duration of 3-5 years to create a framework for long-term cooperation. In any event, all agreements must have an expiration date. An evaluation of the cooperation will be carried out in the final year of the agreement. Potential renewal of the agreement is assessed based on an evaluation of the concrete results of the agreement and goals achieved. The evaluation shall be linked to the objectives specified in the agreement, and the extent to which the agreement has led to specific results and deliverables from the cooperation during the active period of the agreement.

7. Minimum requirements for institutional cooperation agreements

The contents of the cooperation agreements may vary. The provisions in the agreement must reflect what the contracting parties wish to regulate. However, in order to meet the requirements in circular F-07-13, the cooperation agreements must, **at a minimum**, include the following provisions (use of terms can be adapted to the content and activities of each individual cooperative arrangement):

a. Purpose of the agreement (not standard wording)

The purpose of the agreement may vary based on the type of contractual partner, but must contain clear goals about the purpose of the agreement and what the agreement will generate in terms of specific cooperation or thematic initiatives/deliverables for projects.

b. Brief description of the contracting parties (mandatory standard wording)

- I. When NTNU is a contracting party:
NTNU is a public university that is regulated by the Norwegian University and University Colleges Act and Circular F-07-13. NTNU's mission is to provide education, conduct research, contribute to innovation and dissemination of results from research and academic and artistic development work. NTNU
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must also promote and safeguard academic freedom and university independence.

II. When a faculty is a contracting party:

The activities of the NTNU Faculty of are regulated by the University and University Colleges Act and Circular F-07-13. The faculty's mission is to provide education, conduct research, contribute to innovation and dissemination of results from research and academic and artistic development work. The faculty must also promote and safeguard academic freedom and university independence.

III. When a department is a contracting party:

The activities of the NTNU Department of are regulated by the University and University Colleges Act and Circular F-07-13. The Department's mission is to provide education, conduct research, contribute to innovation and dissemination of results from research and academic and artistic development work. The Department shall further promote and safeguard academic freedom and university independence.

c. Academic freedom and independence of the parties (mandatory standard wording)

Section 2-2 of the University and University Colleges Act states that "Universities and university colleges must promote and safeguard academic freedom and those who exercise it."

The agreement and subsequent activities/projects must safeguard the independence of the parties.

The agreement and subsequent activities/projects must also take into account the academic freedom of employees and students.

d. Intellectual property rights (mandatory standard wording)

Rights of ownership and use for project results will be regulated in connection with the specific project agreements. The rights shall be in accordance with NTNU's policies/rules for the management of intellectual property rights.

e. Publishing (mandatory standard wording)

Pursuant to the University and University Colleges Act (Section 2-2, sixth paragraph), the university must ensure transparency regarding the results of research or academic or artistic development work. Academic employees have a right to publish their results.

The institution may consent to delayed publication when legitimate considerations so warrant. No permanent restrictions on the right to publish results beyond what is stipulated in or authorised by law may be agreed to or established.

The conditions and procedure(s) for publication must be stated in each individual project agreement. The conditions and procedure(s) must comply with the rules in

the University and University Colleges Act that pertain to publication and NTNU's board resolution in Case 55/09.⁸

f. Confidentiality (mandatory standard wording)

Communication related to the cooperation agreement and its implementation is, for all intents and purposes, public.

Confidentiality in connection with the implementation of specific projects will be regulated in the individual project agreements. A party's trade secrets must be treated confidentiality in accordance with the Norwegian Act relating to trade secrets.

g. Use of logo, brand (mandatory standard wording)

Nothing in this cooperation agreement shall be interpreted as granting rights of use in advertising or otherwise. The names of the parties or any of their logos or trademarks may not be used without their prior written approval.

h. Finances (not standard wording)

The financial conditions for various cooperation activities are regulated in sub-contracts between the academic institution and cooperating enterprises for the individual specific and/or defined sponsored and commission-based activities. If the agreement does not involve funding, this must be clearly stated. If the agreement involves funding, it must be clarified as to what these funds are intended for.

i. Duration (not standard wording)

The duration of institutional agreements shall be regulated. All agreements shall have an expiry date in accordance with section 6, "Evaluation and continuation of institutional cooperation agreements".

⁸ S-case 55/09 The Board refers to the resolution in S-case 10/09 and approves the following amended authorisation: The Board delegates authority to the Rector to consent to the deferred publication of results from research for up to 6 months, with an option of an additional 6 months, when legitimate considerations so warrant. It is emphasized that each publication must be assessed separately in terms of deferment and that, in all instances, publication should occur as quickly as possible. It is therefore presupposed that the upper limit (12 months) will not be used as a template.
