**Template for collaboration agreements**

Last update: 23.09.2022

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| **The template is to be used when:*** + NTNU is the Project Owner
	+ The project receives no contribution from the Research Council of Norway or the EU
	+ The Project is defined as a collaborative research project

The project receives funding from a partner, or the project is a collaboration between the parties**The template shall not be used in connection with:*** Commissions. These are projects that NTNU undertakes in exchange for consideration (payment) from an external commissioning party, with a claim for deliveries (with consideration) through entry into an agreement/a contract. When an activity is funded on a commission basis, the commissioning party shall cover all the direct and indirect costs that the commission entails as well as a reasonable profit. NTNU shall be able to document this.
* This also applies where the partner is
* In cases where the partner is to own more or less than his work contribution to the project, as a general rule, the commission ogr contribution template can be used.
* Projects with contributions from the Research Council of Norway or the EU

**This agreement template is based on:*** The Act relating to Universities and University Colleges [Lov om universiteter og høyskoler] (laid down by the Ministry of Education and Research, last updated on 12 December 2008 with effect from 1 January 2009)
* Circular F-07-13 from the Ministry of Education and Research "Reglement om statlige universiteter og høgskolers forpliktende samarbeid og erverv av aksjer" ("Regulations regarding binding collaboration and acquisition of shares by State universities and university colleges")
* Instructions for financial administration at the Norwegian University of Science and Technology (NTNU) (stipulated by the Rector of NTNU with effect from 1 March 2006)
* NTNU Board resolution from 27 March 2008 to endorse the Research Council's "Common IPR policy for Norwegian universities"
* NTNU Board resolution of 8 October 2009 regarding delayed publication of research results
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**Instructions for use of this template**

* If the document gives OPTIONS, select one and omit or strike out other option(s)
* Anything written in *Italic* is information meant as help in the preparation process. This information should be deleted before the document is finalised
* Where the project receives funding from an external sponsor the Granting letter/ Grant Agreement from sponsor should be integrated in the Agreement under Appendix 4. It is also recommended to consider if part of the Agreement with the sponsor should be integrated in this document.
* This page should not be printed or included in the signed contract

**COLLABORATION AGREEMENT**

between

*Norwegian University of Science and Technology, NTNU* [974 767 880] – ­ hereinafter referred to as “NTNU” and

*[Name of Partner]* [enterprise number] – hereinafter referred to as the “Partner”

NTNU and Partner(s) together are referred to as “the Parties”.

1. **Introduction**

This Collaboration agreement (the “Agreement”) regulates the rights and obligations of the Parties in the project: (project name, project number) – hereinafter referred to as the ”Project”.

*Alternative 1:*

The project is externally funded (except sponsors with their own template, ex. NFR and EU)

*Alternative 2:*

The project is a collaboration between the parties, and financing is regulated in section 5 below.

The following attached documents shall be part of the Agreement:

Appendix 1: Project description

Appendix 2: Annual budget

Appendix 3: Relevant Background brought to the Project by the Parties.

Appendix 4: Granting letter/ Grant Agreement from sponsor (If relevant)

In the event of a conflict between provisions in this document and Appendixes the latter takes precedence.

1. **Definitions**

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| Background | knowledge, including intellectual property rights, that a Participant brings into the Project. The Background provided by an individual Participant is set out in Appendix 3. |
| Commercial Utilisation | Direct or indirect use of project results in the development and marketing of products/services or processes based on the Project results, or the transfer and/or licensing of use of project results to third parties, with the exception of publication in accordance with section 7.3. |
| Intellectual Property | All rights to technical solutions, methods, processes and procedures, regardless of whether or not these are or may be patented, as well as all copyrights and rights to trademarks, design, plant species, databases, integrated circuit designs, drawings, specifications, prototypes, trade secrets and the like. |
| Project Results | Research results produced or achieved in the project, including intellectual property, regardless of whether the results are or may be protected by law. |
| Project Period | The time span during which the Project is to be performed, as specified in Appendix 1. |

1. **Obligations**

*Alternative 1:*

NTNU and Partner are to contribute to the Project as follows:

[…]

*Alternative 2:*

The Parties are required to perform the tasks set down in Appendix 1.

Project activities shall be carried out in accordance with accepted research practice. The Parties are required to comply with all applicable legislation and regulations, as well as all rules and guidelines of relevance to the implementation of the Project, including rules and guidelines relating to ethical considerations as well as recognised quality standards and norms.

The Parties are responsible for providing guidance and following up the work of internal employees involved in the Project.

The incorporation of fellowships must be agreed in each individual case.

1. **Contact persons**

The Parties have appointed the following persons to lead the Project:

NTNU: [insert name, email, telephone number]

Partner: [insert name, email, telephone number]

For the purpose of this Project, all notices shall be given in writing to the above-mentioned persons.

1. **Financing**

*Alternative 1:*

Each party cover their own costs.

*Alternative 2:*

NTNU receives funding from the Partner, in addition to the collaboration.

In accordance with this Contract, the Partner agrees to make the following contribution to the Project:

NOK ………………… (insert amount. Any contributions in addition to cash contributions are to be described under section 3. ore in Appendix 1.)

The amount contributed shall be paid to the Project as specified in the Project Description to NTNU's bank account no 7694.05.00288 in DNB (if payments will be made from abroad contact NTNU accounting department to get information about other relevant bank information - IBAN/BIC etc)

*Alternative 3:*

The total estimated cost of the Project is described in the project description, Appendix 1. NTNU agrees to allocate funds to the Partner in accordance with the annual budget, Appendix 2.

The Partner shall claim payment as specified in the invoice details, and NTNU is to pay all invoices within 30 days of the date of the claim.

The Parties have prepared an annual budget for the Project, including a payment plan outlining invoicing and payment deadlines attached hereto as Appendix 2.

1. **Background**

Background that is considered relevant upon entry into the Agreement is specified in Appendix 3.

The ownership of Background will be maintained by the Party that brought it into the Project.

Appendix 3 shall be updated on an ongoing basis as approved by the Parties. Any Project Results from the Project that do not comprise Background pursuant to Appendix 3 and are not approved as Background by the Parties will automatically be assigned the status of Project Result.

For the duration of the Project Period, the Parties shall have access at no charge to the Background that is necessary for the implementation of their own work in the Project.

Commercial Utilisation of Background owned by the other Party can be negotiated between the Parties and regulated by written agreement.

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

Unless otherwise agreed in writing, each of the Parties will have the ownership rights to the Project Results produced by that Party.

The Parties shall sign a separate agreement regarding the rights to any Project Results produced by the Parties in a collaborative effort. This must be formulated to ensure that the undertakings taking part in the project do not receive indirect state aid, as is set out in the EFTA Surveillance Authority’s guidelines for state aid for research and development and innovation Sections 25 and 28.[[1]](#footnote-2)

The Parties shall keep each other mutually informed regarding the Project Results achieved.

Each of the Parties is under obligation to protect its own Project Results that may have commercial value.

* 1. **Access Rights**

For the duration of the Project Period, the Parties must have access at no charge to the Project Results that are produced under the Project and that are necessary for implementing their own work in the Project.

With regard to commercial utilisation, the Parties must have access to the Project Results and Background brought into the Project according to the agreed upon terms, when this is necessary in order to utilise their own Project Results.

NTNU has the right to use these results in further research and teaching free of charge.

A Parties request for Access Rights may be made up to twelve months after the end of the Project.

* 1. **Publication of Project Results**

The Parties must agree on publication of Project Results, and necessary protection measures to safeguard the capacity for commercial utilisation prior to publication must be put into place if at least one of the Parties so requests.

Pursuant to the Act relating to Universities and University Colleges of 1 April 2005, it is not possible to agree permanent postponement of publication.

1. **Confidentiality**

The Parties are under obligation to refrain from disclosure of any confidential information which they have received from the other Party in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

This provision does not preclude the sharing of confidential information with the authorities and/or the courts, pursuant to current legislation.

1. **Changes**

The Parties shall have the right to make a written claim for modifications or changes in the Project as long as these changes are within the framework of the Project as defined in Appendix 1 and both Parties agree.

1. **Liability for injury or losses**

Each of the Parties is itself liable for losses or damages ensuing from its own actions or oversights.

Each of the Party’s aggregate liability towards each other shall be limited to once the Parties share of the total costs of the Project, and not to exceed the maximum amount of EUR 50 000 – fifty thousand euros - provided such damage was not caused by a willful act or gross negligence.

Each of the Parties is required to inform the other of any claim that has been filed against that Party for indemnification or the like related to the Project or sub-projects.

1. **Duration**

The Agreement will have effect from the date on which it has been signed by both Parties until the Project Period is completed.

1. **Choice of law, etc.**

This agreement is subject to Norwegian law. Attempts shall be made to resolve any disputes by negotiation or voluntary mediation. In the event such attempts do not succeed within one month after negotiations have been requested, the dispute may be brought before the ordinary courts.

In the event that both Parties are public institutions, any disputes shall be submitted to the Ministry of Education and Research, which will determine how the dispute will be resolved.

The Agreement has been signed in two (2) copies, where each of the Parties has received one.

……….…(place) / 20… …………..(place) / 20…

For NTNU: For Partner:

signature…………………………………….. signature……………………………………….

name : ……………………………………. name: ………………………………

title: ……………………………............ title: ………………………………

**Appendix 1 Project description;**

**Appendix 2 Annual budget:**

**Appendix 3 Relevant Background brought to the Project by the Parties:**

**Appendix 4: Granting letter/ Grant Agreement from sponsor (If relevant)**

1. <http://www.eftasurv.int/media/state-aid-guidelines/Guidelines---State-aid-for-research-and-development-and-innovation.pdf> [↑](#footnote-ref-2)