

## ***Tekster i Forskningsrådets avtaledokument for FoU-prosjekter fra 1.1.2012***

**Blå tekst:** Forklarer når standardtekst skrives ut.

**Rødt:** Viser hvor særskilte opplysninger om prosjektet kommer fram

Forkortelser i blå tekst er primært til intern bruk i Forskningsrådet. Avtaledokumentet skrives ut som en rapport fra "Forskningsrådets informasjons- og styringssystem" – *Foriss*, som har fått prosjektopplysninger (rødt) fra søknads- og rapporterings-systemet *eSak*., osv.

Praktiske opplysninger om kontraktinngåelsen, hvem som er Forskningsrådets kontaktpersoner o.l blir gitt i oversendelsesbrev til kontrakt. Avtaledokumenter kan skrives ut på bokmål, nynorsk og engelsk.

# R&D Project Agreement Document

[Confidential when the agreement document contains confidential information]

Exempted from disclosure to the public

Freedom of Information Act § 13, cf. Public Administration Act §13

## Article 1: Contracting parties

Between

**The Research Council of Norway**

Enterprise number: 970 141 669

(hereafter also referred to as *the Research Council*)

and

XXXXXXXXXXXXXXXX XXXXXXXX XXXXXXXX

[Normalt det som er oppgitt som prosjektansvarlig i søknaden

Hvis UiB/UNIFOB, UiA: automatisk sentralt nivå]

Enterprise number: XXXXXXXXXXXXXXXXXXXX

(hereafter referred to as *the Project Owner*)

a contract has been signed for the following project, described below

(hereafter referred to as *the project*):

[Når det er prosjekt med samarbeidspartnere (konsortiedeltagere i Foriss), kommer teksten:]

**Enterprise number**

xxxxxxx

zzzzzzz

**Active partner**

XXXXXXXXXX xxxx

ZZZZZZZZZZ zzzzz

[Her kommer prosjektets samarbeidspartnere]

The Project Owner is under obligation to draw up collaboration agreements with the partners pursuant to Section 2.2 of the General Terms and Conditions for R&D Projects issued by the Research Council.

## Article 2: The project

2.1 Project title: **XXXXXX**

2.2 Project no.: **(proj.no./section) XXXXXXXX/YYY**

Please specify the project number in connection with all enquiries – and on payment documents – directed to the Research Council.

### 2.3 Objective of the project:

**XXXX XXXXXX XXXX .....**

*[Her kommer prosjektets hovedmål og delmål. Det er "må" krav å registrere dette! Hvis målet - mot formodning - ikke er registrert, kommer teksten:]*

The project is described in the application received (date), and/or any subsequent updates, see attachments.

### 2.4 Project description and project summary

The project description for project no. (proj. no/section) is provided in the document: **XXXXXX**

*[identifiserbart navn / dato – referansen må hentes fra E-admin og legges inn manuelt, se veiledning]*

Changes in the project description require the prior approval in writing of the Research Council, and will be treated as amendments to the contract, cf. Section 14 of the General Terms and Conditions for R&D Projects issued by the Research Council.

The following project summary may be published by the Research Council:

**XXXXX XXXX**

*[Her kommer siste oppdaterte versjon av norsk prosjektsammendrag som er registrert i Foriss.]*

*[For prosjekter som i Foriss er merket "konfidensiell", kommer teksten:]*

This project summary is not available to the public because the project is being treated confidentially.

## Article 3: Contract documents and rules of interpretation

The contract includes:

- This signed **agreement document** and as a minimum the following documents, which are integral parts of the contract:
- **The General Terms and Conditions for R&D Projects** issued by the Research Council (attached)
- **Project description** (see reference in Article 2.4)

*[For prosjekt med samarbeidspartnere:]*

For projects in collaboration with partners, a copy of the collaboration agreement(s) shall be attached to this agreement document.

*[For prosjekt med samarbeidspartnere, slutt]*

In the event that the provisions of the various contract documents conflict with one another, they shall apply in the order of precedence listed above. Amendments agreed between the parties in writing subsequent to the signing of the contract shall also be part of the contract and shall take precedence over other contract documents.

## Article 4: Project management – administrative and scientific

4.1 The **Project Owner** has appointed the following project administrator and project manager:

### Project administrator

Name : **nn** , Title : **xxx**

### Project manager

Name : **nn** Title: **xxx**

**Any change of project administrator** shall be immediately reported to the Research Council in writing, including all information requested by the Research Council about the individual slated to assume the position and specification of the date of commencement of duties.

**Changes of the project manager** require the consent of the Research Council. Requests for a new project manager must be submitted in writing and must include the name and CV of the individual as well as the desired date of commencement of duties. A new project manager may be considered approved if the Research Council has not responded within 30 days of receipt of the written request from the Project Owner.

*[normalt bare hvis UiB/UNIFOB, UiA, jf Artikkel 1:]*

**Research performance site at the Project Owner:**

**Institusjonens 1. navn**

**Institusjonens 2. navn**

4.2 The responsible division/unit of the Research Council is: **X X (divisjon/enhetsnavn)**

The allocation is granted under the following programme/activity: **Xxxx xxx (navn på aktivitet)**

## Article 5: Progress plan – project period

The project period shall be:

From the starting date: **(startdato)**

To the date of completion: **(sluttdato)**

*[Her kommer framdriftsplan som skal være registrert, som eksempel:]*

The Project Owner is under obligation to carry out the activities listed in the progress plan.

<b>Project activity:</b>	<b>20xx</b>	<b>20yy</b>	<b>20zz</b>	<b>20aa</b>
Quarter:	1234	1234	1234	1234
Project activity 1	XXXX			
Project activity 2	XXX	XX		
Project activity 3		XXXX	XXXX	
Project activity 4			XXX	X
Project activity 5			X	XXXX

*[Hvis framdriftsplanen mot formodning ikke er registrert i Foriss, kommer teksten:]*

The progress plan is described in the application received **(dato)**, and/or any subsequent updates, see attachments.

## Article 6: Project funding

The project is to be implemented in accordance with the following funding plan:

### 6.1 Funding plan (actual income, amounts in NOK 1000)

	Total	åååå	Åååå	åååå	åååå	åååå	åååå	åååå
Public funding								
Private funding								
International funding								
Research Council								
Own financing								
<b>Total</b>								

#### [Hvis FORINFRA kommer teksten:

The Research Council's funding contribution, the Project Owner's own financing and any funding from the partners is specified in the project description as investment/establishment costs and/or support for operation.

#### Tekst FORINFRA slutt]

Changes in the funding plan require the prior approval in writing of the Research Council, and will be treated as amendments to the contract, cf. Section 14 of the General Terms and Conditions for R&D Projects issued by the Research Council.

### 6.2 Specification of the Research Council's allocations for Year 1 and pledges for upcoming years

#### [Hvis prosjektet er brukerstyrt kommer teksten:

year 1: up to NOK      **nnn**      limited to **xx.x**% of approved actual project costs.  
year 2: up to NOK      **nnn**      limited to **xx.x**% of approved actual project costs.  
year 3: up to NOK      **nnn**      limited to **xx.x**% of approved actual project costs.  
year 4: up to NOK      **nnn**      limited to **xx.x**% of approved actual project costs.

#### Tekst for brukerstyrt prosjekt slutt.]

#### [Ellers kommer teksten:

(year 1)

(name of activity)

-----  
Total budget                      NOK      **nnn**  
-----

(year 2)

(name of activity)

-----  
Total budget                      NOK      **nnn**  
-----

#### Tekst slutt.]

#### [Hvis det finnes midler på prosjektet både fra Forskningsrådet og annen finansiering – og det IKKE er et brukerstyrt prosjekt, kommer teksten:

The Research Council's allocation comprises **xx**% of the planned project costs.

#### Tekst slutt]

### 6.3 Disbursement

The Research Council's allocation for the first year and any pledges for subsequent years will be disbursed in accordance with the conditions set out in this agreement and the General Terms and Conditions for R&D Projects issued by the Research Council.

*[Tekst hvis prosjektet er brukerstyrt og er merket med automatisk utbetaling (innebærer også automatisk utbetaling stoppet)]*

Automatic disbursement will commence subsequent to the approval of the first project account report. Once the first project account report has been approved, funds will be disbursed automatically at four-month intervals during the first and second interims in the calendar year if the project is in compliance with the progress and funding plans. Disbursement for the third interim will be subject to approval of the project accounts report.

*[Tekst hvis prosjektet er brukerstyrt og er merket med automatisk utbetaling (automatisk utbetaling stoppet), slutt]*

*[Tekst hvis prosjektet er merket med automatisk utbetaling (innebærer også automatisk utbetaling stoppet)]*

Funds will be disbursed automatically at four-month intervals, provided the project is in compliance with the progress and funding plans.

*Tekst hvis prosjektet er merket med automatisk utbetaling (automatisk utbetaling stoppet), slutt]*

*[Tekst hvis ingen av tekstene over slår til (ikke automatisk utbetaling)]*

The scheme for automatic disbursement of funds does not apply to this project. Payment shall be made in arrears on the basis of received and approved invoices for the project. Invoices based on costs recorded in the project accounts must be submitted to the Research Council as soon as possible, and must be clearly marked with the project number as "Your ref.". All invoices must be submitted at the latest by 20 January of the year following the calendar year to which the invoice is posted.

*Tekst hvis ingen av tekstene over slår til (ikke automatisk utbetaling), slutt]*

*[Tekst hvis FORINFRA:*

The scheme for automatic disbursement of funds does not apply to this project. Payment shall be made in arrears on the basis of received and approved invoices for the project. All costs must be specified with the required attachments available for documentation. Invoices based on costs recorded in the project accounts must be submitted to the Research Council as soon as possible, and must be clearly marked with the project number as "Your ref.". All invoices must be submitted at the latest by 20 January of the year following the calendar year to which the invoice is posted.

*Tekst hvis FORINFRA slutt]*

## 6.4 Cost plan (actual costs, amounts in NOK 1000)

### 6.4.1 Distribution by cost category (amounts in NOK 1000)

The project is to be implemented in accordance with the following cost plan:

	<i>Total</i>	<i>Year 1</i>	<i>Year 2</i>	<i>year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year X</i>
Payroll and indirect expenses								
Procurement of R&D services								
Equipment								
Other operating expenses								
<b>Total</b>								

Changes in the cost plan require the prior approval in writing of the Research Council, and will be treated as amendments to the contract, cf. Section 14 of the General Terms and Conditions for R&D Projects issued by the Research Council.

*[Tekst hvis FORINFRA:*

**Payroll and indirect expenses:** Only clearly explained payroll and indirect costs stemming from the need for additional personnel and other supplementary needs in relation to the project description should be included.

**Procurement of R&D services:** Only extra outlay for particularly costly technical installations that are specified in the project description should be included. The institution itself is responsible for making suitable facilities available for the research infrastructure at no expense to the project.

**Equipment:** Applies to all procurements of research infrastructure pursuant to Section 1 of the General Terms and Conditions for R&D Projects issued by the Research Council (scientific equipment, laboratories, pilot facilities, eInfrastructure, scientific databases (incl. time series) scientific collections, etc.)

**Other operating expenses:** Expenses incurred as a result of owning and maintaining the infrastructure. These include service/maintenance, energy use, consumables as well as payroll costs for personnel operating the infrastructure.

*Tekst hvis FORINFRA slutt!*

#### 6.4.2 Distribution by cost code (amounts in NOK 1000)

Costs are to be distributed by cost code as follows:

	<i>Total</i>	<i>Year 1</i>	<i>Year 2</i>	<i>year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year X</i>
Trade and industry								
Independent research institutes								
Universities and university colleges								
Other sectors								
Abroad								
<b>Total</b>								

Changes in the distribution between cost codes require the prior approval in writing of the Research Council, and will be treated as amendments to the contract, cf. Section 14 of the General Terms and Conditions for R&D Projects issued by the Research Council.

### Article 7: Reports

*[Hvis prosjektet er brukerstyrt, kommer teksten]*

The following reports shall be submitted to the Research Council:

- Project account reports
- Progress reports, cf. Section 5.1 of the General Terms and Conditions for R&D Projects issued by the Research Council
- Final report, cf. Section 5.2 of the General Terms and Conditions for R&D Projects issued by the Research Council
- Other reports, when applicable

#### 7.1 Project account reports

Project account reports are to be submitted for each calendar year. The reports are to show the project's total actual income in relation to its total actual costs. The following cost categories are to be used in the Project Owner's accounts:

- Payroll and indirect expenses
- Procurement of R&D services (universities and colleges, institutes)
- Equipment
- Other operating expenses

The first project account report is to be delivered at the end of the first full four-month interval after project start-up, if possible, and at the latest by the end of the first year of the allocation. For subsequent years, the project account report for each year shall be submitted at the latest by 20 January of the following year.

Deadline: 20 January

Forms to be used: *Project account report and Cost specification*

## **7.2 Progress reports**

Progress reports shall be submitted semi-annually.

Deadline: *1 June and 1 December*

The progress report is to be submitted using the *eRapport* electronic reporting system.

Otherwise, please see the General Terms and Conditions for R&D Projects, sections 5.1 and 5.4.

## **7.3 Final report**

**Deadline:** *1 month after the conclusion of the project period*

The final report is to be submitted using the *eRapport* electronic reporting system.

Otherwise, please see the General Terms and Conditions for R&D Projects, sections 5.2 and 5.4.

## **7.4 Other reports**

Reports and publications that are not compulsory that have been drawn up on the initiative of project management shall not be submitted to the Research Council, unless specifically agreed upon. The Project Owner is required to store all technical reports and publications for at least 10 years after conclusion of the project period. The Project Owner shall assign an ISBN/ISSN number, where so required, and ensure the reports are sent to the National Library in Mo i Rana.

***Tekst for brukerstyrt prosjekt slutt]***

***[Hvis prosjektet er forskerstyrt, kommer teksten***

The reports described below shall be submitted to the Research Council:

- Progress reports, cf. Section 5.1 of the General Terms and Conditions for R&D Projects issued by the Research Council
- Final report, cf. Section 5.2 of the General Terms and Conditions for R&D Projects issued by the Research Council
- Other reports, when applicable

## **7.1 Progress reports**

Progress reports shall be submitted annually.

Deadline: *1 October*

The progress report is to be submitted using the *eRapport* electronic reporting system.

## **7.2 Final report**

**Deadline:** *1 month after the conclusion of the project period*

The final report is to be submitted using the *eRapport* electronic reporting system.

## **7.3 Other reports**

Reports and publications that are not compulsory and that have been drawn up on the initiative of project management shall not be submitted to the Research Council, unless specifically agreed upon. The Project Owner is required to store all technical reports and publications for at least 10 years after the conclusion of the project period. The Project Owner shall assign an ISBN/ISSN number, where so required, and ensure the reports are sent to the National Library in Mo i Rana.

***Tekst slutt]***

***[Hvis FORINFRA kommer teksten:***

The reports described below shall be submitted to the Research Council:

- Progress reports, cf. Section 5.1 of the General Terms and Conditions for R&D Projects issued by the Research Council
- Final reports, cf. Section 5.2 of the General Terms and Conditions for R&D Projects issued by the Research Council
- Other reports, when applicable

## **7.1 Progress reports**

Progress reports shall be submitted annually.

Deadline: *1 October*

The progress report is to be submitted using the *eRapport* electronic reporting system, accompanied by the mandatory attachments stipulated in Article 8.

## **7.2 Final report**

Deadline: *1 month after the conclusion of the project period.*

The final report is to be submitted using the *eRapport* electronic reporting system

## **7.3 Other reports**

The Project Owner will be called in to a meeting with the Research Council during the first six months of the project period to report on the status of the project.

Reports and publications that are not compulsory and that have been drawn up on the initiative of project management shall not be submitted to the Research Council unless specifically agreed upon.

### ***Tekst FORINFRA slutt]***

## **Article 8: Other special terms of contract and deviations from the General Terms and Conditions for R&D Projects**

*[Eventuelle særvilkår knyttet til prosjekter med samarbeidspartnere legges inn her]*

*[Eventuell tekst og navn på nøkkelpersoner kan legges inn her]*

*[Hvis personer er registrert i ansettelsesdialogen:]*

*[Hvis ikke STUDSTIP, GJFORSK eller opphold i utlandet/utenlandsstipend:]*

**Specific researchers/research fellows associated with the project:**

(Name) as (position) funded by the project for the period (date) – (date).

*[Hvis opphold i utlandet/utenlandsstipend og ikke POSTUT eller DOKUT:]*

(Name) as (position) funded by the project for the period (date) – (date).

*[Hvis UTENLANDSSTIP:]*

**The project includes research abroad/grant to travel abroad:**

For (Name) in the period (start date) – (end date) in/to (country).

*[Hvis STUDSTIP:]*

**Specific student researcher(s) associated with the project:**

(Name) in the period (start date) – (end date).

*[Hvis GJFORSK:]*

**Specific visiting researchers associated with the project:**

(Name) in the period (start date) - (end date), from (country).

*[Hvis stilling er registrert i stillingsdialogen uten at ansettelsesdialogen er fylt ut]*

One person shall be associated with the project as (position).

*[Eller, dersom det er registrert flere stillinger:]*

A total of (n) persons shall be associated with the project as (position).

*[Normalt, når institusjon er prosjektansvarlig:]*

**For grants/positions for employees:**

When a researcher/research fellow is hired, confirmation of employment accompanied by biographical data and date of commencement of employment must be sent to the Research Council. Employment must commence during the agreed fiscal year, unless otherwise agreed in writing with the Research Council.

The Research Council's funding per researcher/research fellow will be commensurate with standard rates, and will be given as a lump-sum grant per year for the duration of the fellowship period, in accordance with Section 6.1 of the General Terms and Conditions for R&D Projects issued by the Research Council. The parameters for the project will not be adjusted up during the project period.



In the case of post-doctoral grants, employment may not commence before the individual's doctoral thesis has been defended successfully.

**[Hvis DOKUT eller POSTUT og stipendiat som prosjektansvarlig:]**

**For doctoral fellowships and post-doctoral fellowships abroad:**

The Research Council's funding per research fellow will be commensurate with standard rates, and will be given as a lump-sum grant per year for the duration of the fellowship period. The allocation covers salary, including social security and operating expenses. Salary will be disbursed after the Research Council receives the signed contract and completed employment form (enclosed).

In the case of a post-doctoral grant, employment cannot commence until the individual's doctoral thesis has been defended successfully.

**The following deviations from the General Terms and Conditions for R&D Projects apply:** Section 3.1, clause 2 of the General Terms and Conditions for R&D Projects issued by the Research Council shall be superseded by the following: *The allocation shall be paid out in the form of monthly wages. The project's operating grant will be disbursed in arrears on the basis of original invoices and receipts submitted. Submissions shall be marked with the project number as "Your ref". Original invoices and receipts must be sent to the Research Council by 1 December to be covered by the operating grant for that year.*

**[If DOKUT eller DOKIN:]**

**For doctoral fellowships:**

The allocation is granted on the condition that the applicant is accepted into a doctoral programme prior to commencement of the fellowship. The organised researcher education that the Research Council funds is stipulated as three man-years. Mandatory duties, if any, will be funded by and are at the disposal of the Project Owner.

**[Hvis /utenlandsstipend og ikke POSTUT eller DOKUT:]**

**For overseas research grants:**

Grants for overseas research are to cover additional expenses [Hvis inst. er prosj.ansv.: and should be posted in the accounts as operating expenses. The Project Owner is subject to the filing requirement.] [Hvis stip. som prosj.ansv.: Section 3.1, clause 2 of the General Terms and Conditions for R&D Projects issued by the Research Council shall be superseded by the following: The grant shall be disbursed upon commencement of the stay. The Research Council reports the grant to the authorities as a "compensatory allowance".]

**[If STUDSTIP:]**

**For student research grants:**

[Hvis inst. som prosj.ansv.: Student research grants should be posted in the accounts as operating expenses. The Project Owner is subject to the filing requirement.]

**[If GJFORSK:]**

**For visiting researcher grants:**

The grant is to cover additional expenses incurred by the visiting researcher, and should be posted in the accounts as operating expenses. The institution is subject to the filing requirement.

**[spesifikke tekster:]**

**[If SIP/SUP:]**

Upon completion of the project, the Project Owner is under obligation to organise a specialised seminar, to report among other things on the programme's research and findings in the context of the international R&D being conducted in this field.

**[Hvis avdeling V1, V2, V4, V5, S2, S3, S5 og S6:]**

**Storage of research-generated data by the Norwegian Social Science Data Services**

Unless otherwise agreed with the Research Council, copies of all research-generated data, including requisite documentation, shall be transferred from the Project Owner to the Norwegian Social Science Data Services. This shall be carried out as soon as possible and at the latest two years following the conclusion of the project period. The form for storage of data is found at <https://www.nsd.no/nfr/nfr>.

***[If confidential treatment:]***

**Confidential treatment**

The project is assumed to require protection and should be treated confidentially. Only the name of the Project Owner (enterprise), the title of the project and its duration will be published in the Research Council's project database.

***[Evt. registrert tilleggstekst til standard svartekst på hvert enkelt prosjekt]***

***[Hvis FORINFRA:]***

**The following applies for this research infrastructure project:**

The provisions set out in Article 8 clarify and modify the provisions of the General Terms and Conditions for R&D Projects and certain other provisions of the contract as follows:

The allocation for research infrastructure from the Research Council of Norway shall not be used to subsidise the commercial activities of the Project Owner or the partners.

The research infrastructure shall primarily be used in non-commercial activities. During the contract period (and a minimum of x years after project start-up), the research infrastructure shall be made accessible to any partners in the project as well as other relevant research groups/third parties, also in this case primarily for non-commercial activities. The facilities shall be made available at cost.

The research infrastructure may to some extent be used for commercial activities as well, but only on condition that these are closely affiliated with the primary activity, and only if this in no way detracts from said primary activity. Examples of commercial activity include the use of the infrastructure in connection with contract research assignments or hiring out of the infrastructure to companies. The rules governing state support provide more detailed information regarding the definitions of commercial and non-commercial activity. In the event the research infrastructure is made accessible for use in commercial activity, this is to be done in accordance with existing market conditions. If no market price exists, the conditions shall reflect the costs with the addition of a reasonable profit margin.

The Project Owner is required to include in the progress report information on the status of the following points as a supplement to the items stipulated for inclusion in other provisions of the contract:

- How the infrastructure is being implemented and made accessible to any partners and other relevant research groups/third parties.
- The purpose for which the infrastructure is being used (basic research, contract research, patient treatment, public management tasks, etc.).
- How the Project Owner will deal with continued operation and fulfil the national role after the conclusion of the contract period (alt.: once funding from the Research Council has ceased).

With regard to reports of the progression in the project's actual income and actual costs, the following information must be provided in separate attachments:

- Any own financing, specified as investment and/or operating costs.
- Other operating expenses specified as direct expenses, payroll costs, costs in connection with service agreements and costs for any necessary upgrades, etc.
- The way in which those whose salaries are covered by project funding are contributing to the establishment and operation of the research infrastructure.
- The fees charged by the Project Owner for use of the research infrastructure.

With regard to the use of research infrastructure for research involving the processing of large amounts of data (time series, registries, scientific collections, etc.), the progress report shall also show how the data generated are safeguarded through large-scale storage resources, data handling tools and dedicated point-to-point network connections for particularly demanding applications.

If the Project Owner appoints a steering group for the establishment and operation of the research infrastructure, the Research Council has the right to participate as an observer.

It is permissible for the establishment of the research infrastructure to be carried out at a faster pace than stipulated in the progress plan. In such cases the Project Owner must report this to the Research Council as a deviation to the progress plan. The Research Council will give its approval for this deviation, and will expedite disbursements in connection with received and approved invoices for the project accordingly.

The Project Owner is under obligation to cover the costs of the decommissioning of the research structure when it is no longer in use or must be dismantled for other reasons.

The Project Owner is not entitled to transfer, mortgage or in any other way convey the use of the research infrastructure outside of the provisions of this agreement without the prior written consent of the Research Council. (This provision shall apply for x years from project start-up).

*[Hvis FORINFRA slutt]*

**This contract has been drawn up in two copies, one for each party.**

For the Research Council of Norway:

For the Project Owner:

Place : Oslo .....Date : .....

Place : .....Date : .....

Signature : .....

Signature : .....

Name : (navn)

Name : .....

Title : (tittel)

Title : .....

**Attachments:**

1. General Terms and Conditions for R&D Projects issued by the Research Council for <dato/måned/år>
2. Project description, or a reference to the relevant document under Article 2.4
3. Other relevant documents

*[For prosjekt med samarbeidspartnere:]*

- Copy of the signed collaboration agreement(s)