Tekster i Forskningsrådets avtaledokument for FoU-prosjekter fra 1.1.2011

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, ef. 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

XXXXXXXXXXXXX XXXXXXXX XXXXXXX
[Normalt det som er oppgitt som prosjektansvarlig i søknaden
Hvis UiB/UNIFOB, UiA: automatisk sentralt nivå]
Enterprise number: xxxxxxxxxxxxxxx

(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:]

Persuant to Section 2.2 of the General Terms and Conditions for R&D Projects issued by the Research Council, the Project Owner is under obligation to enter into collaboration agreements with the following partners:

Enterprise number	**Active partner**
xxxxxxxx	Xxxxxxxxxx xxxx
zzzzzzzz	Zzzzzzzzzzz zzzzz

[Her kommer prosjektets samarbeidspartnere]

Article 2: The project

2.1 Project title: **Xxxxxx**

2.2 Project no.: **(proj.no./section)** XXXXXXX/YXX

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 must be approved in writing by 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** is responsible for the management and implementation of the project, and 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 (programnavn = utvalgsnavn)

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:.

```
Project activity:          20xx 20yy 20zz 20ææ
    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

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								
Total								

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 apply on condition that the Project Owner satisfies its contractual obligations in accordance with the specifications below.

[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. Projects with a project period exceeding one year must send in invoices and/or project account reports each year.
Tekst hvis ingen av tekstene over slår til (ikke automatisk utbetaling), slutt]

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

6.4.1 Distribution by cost category (amounts in NOK 1000)

	Total	*Year 1*	*Year 2*	*year 3*	*Year 4*	*Year 5*	*Year 6*	*Year X*
Payroll and indirect expenses								
Procurement of R&D services								
Equipment								
Other operating expenses								
Total								

6.4.2 Distribution by cost code (amounts in NOK 1000)

	Total	*Year 1*	*Year 2*	*year 3*	*Year 4*	*Year 5*	*Year 6*	*Year X*
Trade and industry								
Independent research institutes								
Universities and university colleges								
Other sectors								
Abroad								
Total								

Article 7: Reports

[Hvis prosjektet er brukerstyrt, kommer teksten
The project is user-driven, and 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 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 project completion date*
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 completion of the project. 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 project is researcher-driven, and 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.

7.2 Final report

Deadline: *1 month after the project completion date*
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 completion of the project. 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]

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 namn 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 framework 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 with the project number marked as "Your ref". Original invoices and receipts must be submitted 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 other is 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 expiry 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. In such cases, 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]

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

For the Research Council of Norway:

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

Signature : ....

Name : (navn)

Title : (tittel)

For the Project Owner:

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

Signature :..... .....

Name :.....

Title : .....

Attachments:

1. General Terms and Conditions for R&D Projects issued by the Research Council
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)