**Sample Collaboration Agreement**

**Introduction – instructions**

For projects carried out in cooperation with partners, the Project Owner is required under the General Terms and Conditions for R&D Projects issued by the Research Council to draw up (a) collaboration agreement(s) with the partner(s) that governs the reciprocal rights and obligations of the Project Owner and respective partners, including the distribution of project costs, ownership of research infrastructure and rights, etc. pertaining to project results.

The collaboration agreement is to reflect the terms and conditions set out in the contract between the Project Owner and the Research Council in so far as this is relevant for the partner’s role in the project, cf Section 3 of the General Terms and Conditions for R&D Projects issued by the Research Council. The collaboration agreement shall establish the right of the Research Council to exercise the rights of the Project Owner set out in the collaboration agreement in so far as this is necessary for the exercise of the Research Council’s rights as specified in the contract (including provisions relating to duty of secrecy, verification and auditing, etc.).

The Research Council may in addition stipulate special requirements pertaining to the collaboration that must be included in the collaboration agreement(s) that are drawn up.

Beyond the requirements stipulated in the R&D Project Agreement signed between the Project Owner and the Research Council, it is left to the Project Owner and collaborating partners themselves to formulate the content of the collaboration agreements which they will be signing.

The Research Council has drawn up three different sample collaboration agreements. One, called a consortium agreement, is for larger-scale collaborative projects in which the project will be headed by a board or a steering group. One, called a collaboration agreement with IPR provisions, is for smaller-scale projects in which it is not necessary to stipulate provisions relating to project governance. And the last one, called simple collaboration agreement, is a simple agreement for projects in which there is no need to regulate intellectual property rights.

Below is an example of a collaboration agreement for projects in which provisions relating to project governance are not needed. The sample features a small selection of alternatives. The Research Council emphasises that this example is merely intended to provide a potential point of departure for an agreement between partners, that it is not meant to be exhaustive. Other viable alternatives exist for the provisions shown here. Text in parentheses and italics provides additional commentary.

The contract for R&D projects includes

* A signed **R&D Project** **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**
* **Project description**

In the event the various contract documents contain provisions that contradict one another, they shall apply in the order of precedence listed above.

**In the event the contract with the Research Council and the collaboration agreement contain**

**provisions that contradict one another, the contract with the Research Council shall be given precedence.**

**COLLABORATION AGREEMENT**

between

……………………….. [enterprise number] – ­ hereafter referred to as the “Project Owner” and

……………………….. [enterprise number] – hereafter referred to as the “Partner”

***(in case of more than one partner)***

………………………… [enterprise number]

………………………… [enterprise number]

- hereafter referred to as the “Partners”. *(NOTE: in this case, the term “Partner” must be replaced by “Partners” in the body of the document)*

The Project Owner and Partner(s) together are referred to as “the parties”.

**1 Introduction**

The Research Council has awarded a grant for the implementation of the following R&D project […], hereafter referred to as “the Project”. A contract to this effect, hereafter referred to as “the R&D Project Agreement”, has been signed between the Project Owner and the Research Council. It is a prerequisite for this funding award that the stipulated Partner contributes to the implementation of the project and fulfilment of the R&D Project Agreement with the Research Council. This Collaboration Agreement regulates the reciprocal rights and obligations of the various parties taking part in the Project.

The R&D Project Agreement between the Research Council and the Project Owner shall apply accordingly to the relationship between the Project Owner and the partner, unless otherwise stated in the Collaboration Agreement. The R&D Project Agreement is attached here as Appendix 1.

The collaboration agreement shall establish the right of the Research Council to exercise the rights of the Project Owner set out in the collaboration agreement in so far as this is necessary for the exercise of the Research Council’s rights as specified in the contract (including provisions relating to duty of secrecy, verification and auditing, etc.).

In the event of any contradiction between the R&D Project Agreement and this Collaboration Agreement, the R&D Project Agreement shall have precedence.

**2 Obligations to be undertaken by the Project Owner and Partner**

The Project Owner and Partner are to contribute to the Project as follows:

The Project Owner shall represent the Partners vis-à-vis the Research Council.

The Partner is under obligation to contribute to the implementation of the Project and the fulfilment of the R&D Project Agreement with the Research Council pursuant to the tasks and obligations stated in this Collaboration Agreement.

**Alt 1: R&D-related resources and activity**

The Partner is required to perform the following tasks:

[description of the responsibilities and tasks, i.e. what activities will be carried out in order to achieve the desired results of the assistance to be provided, as well as any milestones, etc. This does not have to be linked to named individuals.]

Project activities shall be carried out in accordance with the provisions set out in the R&D Project Agreement.

The Partner has full responsibility for personnel and finances for internal staff associated with the Project. Said Partner is also responsible for filing the required reports for all personal allocations and bears master-servant liability for internal employees involved in the Project.

The Partner is responsible for providing guidance and following up the work of internal employees involved in the Project and will cooperate closely with the Project Owner and any other Partners on details regarding the design, execution and follow-up of the collaborative effort.

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

The Partner is under obligation to ensure that the individuals carrying out project activities on its behalf respect the rights and obligations set out in this agreement and shall among other things draw up the agreements needed to safeguard the entitlement of said Partner to assume all rights to project results as well as rights to the utilisation of these results.

When relevant:

The Partner is under obligation to place the following R&D-related personnel at the disposal of the Project:

[name, position, percentage of position to be used, stipulated time frame and tasks]

**And/or**

**Alt 2: Equipment, facilities, etc.**

The Partner is under obligation to place the following equipment/facilities at the disposal of the Project:

[equipment, description of facilities, etc.]

Unless otherwise agreed in writing, the Partner (or Project Owner, when relevant), will maintain ownership of the equipment.

**3 Payment**

A portion of the funding from the Research Council will be allocated to the Partner as follows:

[Partner’s name and amount]

**Either**

A lump-sum payment of NOK [amount] will be transferred by the Project Owner when the work is completed and approved by the Project Owner and the Project Owner has received its disbursement from the Research Council.

*(will primarily apply when the Partner is providing a small portion of the Project)*

**or**

Periodic disbursement [amount and length of period must be specified]. To receive the periodic disbursement, the Partner must meet the established progress requirements for the Project.

**4 Reporting, and cost accounting (of particular relevance when R&D collaboration is involved)**

The Partner is under obligation to submit progress, financial and other reports at the request of the Project Owner, and to provide all information that the Project Owner needs to be able to manage the Project and fulfil its obligations to the Research Council in accordance with the R&D Project Agreement.

The Partner shall keep and report cost accounts as a basis for the preparation of the project accounts, cf. Sections 3 and 5 of the General Terms and Conditions for R&D Projects. Project funding and project costs must appear in the Partner’s formal accounts.

**5 Use of sub-contractors (of particular relevance when R&D collaboration is involved)**

The Partner may, with the consent of the Project Owner, turn the performance of certain tasks over to a sub-contractor, cf. Section 2.2 of the General Terms and Conditions for R&D Projects. Use of a sub-contractor does not release the Partner from all obligations which said Partner has assumed under the provisions of this Collaboration Agreement.

**6 Ownership of purchased equipment**

Unless otherwise agreed in writing, the Project Owner owns equipment purchased and debited to the project accounts. The Project Owner is under obligation to place such equipment at the disposal of the Partner if this is necessary to the Partner’s participation in the performance of the Project.

**7 Rights to project results**

Unless otherwise agreed in writing, each of the parties will have the ownership rights to the project results produced by that party, its employees or suppliers.

The parties shall sign a separate agreement regarding the rights to any project results produced by several 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-1)

The parties shall keep each other mutually informed regarding the project results achieved.

For the duration of the agreement 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.

The background that is considered relevant upon entry into force of the Collaboration Agreement is specified in Appendix xx. If one of the parties wishes to make background available to the Project over and above that described in this appendix, this must be approved by the other party. Any results from the Project that do not comprise background pursuant to the appendix and are not approved by the other party as background, will automatically be assigned the status of project results.

For the duration of the agreement 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 in to the Project according to the agreed upon terms, when this is necessary in order to utilise their own project results.

Each of the parties is under obligation to protect its own project results that may have commercial value.

Each of the parties is under obligation to ensure that the project results are utilised within a reasonable period of time, given the characteristics of the particular industry, the market and the specific field of research, as well as the product’s development time frame, useful economic life and utilisation opportunities. If the party holding the rights to the project results does not achieve such utilisation, the other party is entitled to utilise the results on the basis of the conditions agreed between the parties.

**8 Publication of project results**

Project results are to be made public as quickly as possible, cf. Section 9 of the General Terms and Conditions for R&D Projects issued by the Research Council. Among other things, the dissemination measures and communication plans specified in the contract between the Research Council and the Project Owner shall be implemented.

The parties are entitled to publish their own results from sub-projects provided that publication does not in any way impair the ability of the other Partners to utilise their own results. 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.

Plans for publication shall be submitted to the Partner by the party that has produced the result. The party has a deadline of [ ] days from the date on which the publication notification was issued to request postponement of publication in order to implement the necessary protection measures.

**9 Confidentiality**

The parties are under obligation to refrain from disclosure of any confidential information which they have received from other parties. This provision does not preclude the sharing of confidential information with the Research Council in connection with reporting requirements under the contract, or with the authorities and/or the courts, pursuant to current legislation.

**10 Duty to inform**

The Partner is required to notify the Project Owner immediately regarding all circumstances of significance to the collaboration, including in the event a person or an undertaking outside the European Economic Area assumes a controlling interest in the Partner.

**11 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 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.

**12 Duration**

The Collaboration Agreement will enter into force from the date on which it has been signed by both parties, and will remain in force until the R&D Project Agreement with the Research Council is terminated, cf. Section 17 of the General Terms and Conditions for R&D Projects issued by the Research Council (“contract period”).

Alternative:

This Collaboration Agreement applies from the date on which it has been signed by both parties until [date] (“agreement period”).

**13 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.

Place/date

Project Owner [Partner]

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