**SIMPLE COLLABORATION AGREEMENT**

**(for projects in which it is not necessary to regulate the ownership and utilisation of project results)**

**1 General provisions – relationship to the Research Council of Norway**

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, has been signed between […], hereafter referred to as “Project Owner”, and the Research Council.

The R&D Project Agreement establishes as a prerequisite for funding that the Partner must carry out the Project in collaboration with the Project Owner, and make the necessary resources available, cf. Section 2, and that the Project Owner is to sign a Collaboration Agreement with the Partner(s).

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 Contribution of the Partner to the Project**

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.

**[name of company, enterprise number] – hereafter referred to as the “Partner”**

is under obligation to the Project Owner to participate in/contribute to the Project as follows:

[description of the contribution (results to be provided, milestones, etc.) – may be specified in a separate attachment. The description must correspond to the Project Description and the Progress Plan in the R&D Project Agreement.]

The Partner will in this connection 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]

The project tasks to be undertaken by the individual are specified in Appendix 1.

In addition to its own activities, the Partner will contribute to the implementation of the Project by procuring good/services from sub-contractors/ (alternatively) by bearing a share of the other Partners’ project costs, as described and quantified:

[amount, description of procurement of goods/services to be covered by this amount, and when relevant the names of the Partners whose costs will be wholly or partially covered.]

**WHEN relevant**

**3 Portion of funding from the Research Council allocated to the Partner for its contribution to the Project**

The Project Owner shall disburse to the Partner a portion of the Research Council’s funding for the Project that is to cover part of the Partner’s project costs, as set out in the R&D Project Agreement:

**Either**

In the form of a lump-sum payment of NOK [amount] when the work has been completed and approved by the Project Owner.

**or**

In the form of 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 Implementation of the project**

The Partner is under obligation to carry out all project activities 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. The 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 Partner is under obligation to ensure that the individuals carrying out project activities on its behalf respect the provisions 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.

**5 Cost Accounting, etc.**

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.

**6. Ownership rights, utilisation rights, licensing, etc.**

Unless otherwise agreed in writing, the Project Owner owns the equipment purchased with project funds 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 contribution to the Project.

In general, the rights to project results and background will be regulated in accordance with Section 8.3 of the General Terms and Conditions for R&D Projects issued by the Research Council. When distributing or transferring ownership or access rights to project results, the parties are under obligation 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)

Date/Place

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Signature of Partner Project Owner (Project Administrator)

(person empowered to undertake

commitments on behalf of the company/institution)

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