**R&D projects agreement**

# Parties

This Agreement is entered into between

The University of Stavanger (Business reg. no. 971 564 679) c/o [performing unit (faculty/dept.)], hereinafter referred to as “UiS”

and

(company/institution name and business reg. no.), hereinafter referred to as the Commissioning Party

hereinafter collectively referred to as the “Parties”, or individually as “Party”.

# Project scope and the Agreement

## UiS will execute the Project, which in brief concerns [……], in accordance with the specifications of the Project Description, attached as Appendix 2 to this Agreement.

## The Agreement sets out the terms and conditions for the performance of the Project, including remuneration, implementation, progress and the distribution of rights to the results of the research performed as part of the Project.

# The Agreement

## The Agreement consists of the following documents: 1) This document 2) Appendix 1 – Terms and Conditions 3) Appendix 2 – Project Description 4) Appendix 3 – Payment and Progress Plan

## In case of ambiguity between this document and Terms and Conditions the former takes precedence. In case of ambiguity between this document and the Project Description the former takes precedence.

# Duration

## The duration of the Project is based on the available information at the time of contract:

## Start date: …………….

## Completion date: ……………..

## The Agreement enters into force when it is signed by both Parties.

# Contact persons/Representatives of the Parties

## UiS representative:

## Commissioning Party representative:

## The appointed representatives must be authorised to act on behalf of the Party in matters relating to the Agreement.

# Deviations from Terms and Conditions

## Any deviations from the Terms and Conditions in Appendix 1 must be specified below to be valid.

## …………………………………………………………………………………………………..

## …………………………………………………………………………………………………..

# Signatures

|  |  |  |  |
| --- | --- | --- | --- |
| On behalf of: | University of Stavanger | | |
| Name: |  | | |
| Title: |  | | |
| Signature: |  | | |
| Place: |  | **Date:** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| On behalf of: | [Name of Commissioning Party] | | |
| Name: |  | | |
| Title: |  | | |
| Signature: |  | | |
| Place: |  | **Date:** |  |

**Appendix 1 - General Terms and Conditions for research and development Projects performed by UiS on behalf of third parties (“General Terms and Conditions”)**

# Definitions Commissioned Research – research and development activities requested and specified by the Commissioning Party and executed by UiS. Confidential Information - Information disclosed by one Party to the other Party and identified in writing as confidential before or at the time of disclosure, or the confidential nature of which was confirmed by the disclosing party in writing within 14 calendar days from the date of its disclosure. Force Majeure - means an occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Project Agreement and could not reasonably have avoided or overcome it or its consequences.

# Intellectual Property Rights - all rights to technical solutions, methods, processes and procedures, regardless of whether or not these are or may be patented. This also includes all copyrights and other rights to trademarks, design, plant species, databases, integrated circuit layout designs, drawings, specifications, prototypes, company confidential information and the like. Project - activities covered by the Agreement. Project Description – the extent, content and technical implementation of the Project as described in Appendix 2. Project Manager - the individual in charge of the progress and implementation of the Project on behalf of UiS. Project Results - all results generated or achieved through the work carried out under the Project, including Intellectual Property Rights, regardless of whether or not the results are protected by law.

# Project implementation

## Execution The Project will be executed as specified in the Project Description. The Project will be executed according to the standards of good research practice. However, as research entails uncertainty, UiS cannot guarantee that specific results or goals will be achieved.

## UiS declares to have the expertise and capacity to execute the Project in a professional manner and in accordance with recognized standards and norms for such work. UiS further declares that collection and filing of data will be done in accordance with recognized standards and norms. Each Party shall without undue delay give the other Party notice of circumstances that may affect the completion of the Project, including any expected delays. If the Commissioning Party is to make contributions to the Project these are to be delivered and/or made available at the agreed time and with the agreed quality so that UiS is able to carry out the work in accordance with the agreed Project Description and Project Plan.

## Changes The Parties may agree on changes to the Project. Such changes must be documented in writing and approved by both Parties to be valid as an amendment to the Agreement.

## Cancellation The Commissioning Party may cancel the Project with 30 days’ written notice. In case the Project Period exceeds 12 months, the notice period is 90 days. In case of cancellation the Commissioning Party shall pay UiS all fees and costs until end of the notice period, as well as any costs that incurs because of the cancellation.

## Use of sub-contractors UiS shall not subcontract all or parts of the Project without prior approval from Commissioning Party. Such approval does not relieve UiS of its responsibilities and obligations under the Agreement.

# Payment

## Payment All prices and specific conditions for the remuneration that the Commissioning Party shall pay for the execution of the Project are stated in Appendix 3. All prices stated are exclusive of value-added tax.

## Expenditures will be covered to the extent they have been agreed and are stated in Appendix 3. Travel and per diem costs shall be specified and will be covered in accordance with the current State rates unless otherwise agreed.

## Terms of payment

## The Commissioning Party shall pay received invoices within thirty days. In case of overdue payment UiS is entitled to claim interest on any overdue amount, pursuant to the Late Payment Interest Act (forsinkelsesrenteloven).

## UiS may at the start of each calendar year adjust hourly rates with an amount equal to the increase in the consumer price index (CPI) of Statistics Norway, with the initial reference index value being the index value for the month in which the Agreement was formed .

# Liability

## **No warranties**

### In respect of any information or materials, including Project Results, supplied by UiS under the Project, no warranty or representation of any kind is made, given, or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, the Commissioning Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and UiS cannot be held liable in case of infringement of proprietary rights of a third party resulting from Commissioning Party exercising its rights under this Agreement.

## **Limitation of contractual liability**

### None of the Parties shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality. For any remaining contractual liability, a Party’s aggregate liability towards the other Party shall be limited to the total budget of the Project provided such damage was not caused by a wilful act or gross negligence.

### The terms of this Agreement shall not be construed to amend or limit any Party’s statutory liability.

## **Damage to third parties**

### Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party’s obligations by it or on its behalf under this Agreement or from its use of Project Results.

# Project Results

## **Ownership and user rights**

### Ownership to Project Results shall accrue to the Commissioning Party, unless otherwise agreed in writing.

### UiS is granted a non-exclusive, royalty-free, irrevocable right to use the Project Results for educational and research purposes.

### Ownership to Project Results shall remain with UiS until the execution of the Project is paid in full.

## **Publication**

### For the avoidance of doubt, nothing in this section 5.2 will impact on the confidentiality obligations set out in Section 6.

### The Project Results are intended to be published. Unless the Project intends for the Commissioning Party to publish the Project Results upon delivery, UiS is free to publish the Project Results at its own discretion. Publication will normally be done in scientific journals, professional conferences, non-academic articles and similar.

### The Commissioning Party shall be notified of plans for publication with a deadline of 14 calendar days from notification to request temporary deferral of publication. Any publication deferral shall be justified on the basis that the Commissioning Party has legitimate commercial interests that would be harmed by the potential publication.

### In accordance with the Act relating to universities and university colleges (universitets- og høyskoleloven) cannot agree to a permanent postponement of publication. Any deferral request must therefore include a description of how the Commissioning Party believes that the planned publication will harm its legitimate commercial interests. In addition, the notification must specify which elements of the planned publication the Commissioning Party means should be changed to relieve the harmful consequences of publication.

# Confidentiality

## During the Project Period, and for a subsequent period of three years, the Parties are under obligation to keep confidential any Confidential Information disclosed to them in connection with the Project and store this information in a secure manner. Confidential Information shall only be used to perform Project tasks and to utilise Project Results, or as agreed with or presupposed by the disclosing Party.

## The Parties shall ensure that all employees and third parties, contractors and subcontractors, who are given access to Confidential Information, complies with the above confidentiality obligation.

## The following information is not considered to be Confidential Information:

## information already known to the Party in question at the time it was received;

1. information that is or becomes generally known in a manner other than through breach of confidentiality under this Agreement;
2. information received from a third party with no known confidentiality obligations;
3. information developed by a Party without the use of Confidential Information.

## The above confidentiality obligation shall not prevent the publication of Project Results in line with the provisions of Section 5.2. Neither does the confidentiality obligation preclude the legally mandated disclosure of Confidential Information to the courts and other public authorities, and disclosure pursuant to the Freedom of Information Act (offentlighetsloven).

# Termination

## If one of the Parties is in material breach of its obligations under the Agreement, the other Party may notify in writing that the Agreement will be terminated, unless the breach is remedied within 30 days. If the breach has not been remedied at the end of the deadline, the Agreement may be terminated with immediate effect.

# Force Majeure

## A Party shall not be considered in breach of the Agreement to the extent it is proven that it was unable to fulfil its contractual obligations due to Force Majeure.

## The Party relying on Force Majeure shall notify the other Party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof.

## In the case of Force Majeure each Party shall cover its own costs resulting from the Force Majeure situation.

## If a Force Majeure situation lasts, or is expected to last, for 45 days or more, each Party shall have the right to cancel the Agreement by written notice to the other Party.

# Anti-corruption

## Each of the Parties shall carry out the Project in a manner designed to counter any corruption, misappropriation of funding and improprieties. The Parties shall, without undue delay, inform the other Party if there are indications of corruption and misappropriation of funding of which the Party becomes aware during the implementation. Furthermore, the Parties agree, in the performance of the activities under the Agreement, not to accept or offer any form of gift, offer, payment or other type of advantage that entails unlawful or corrupt practice.

# Export control

## An exporting Party agrees to comply with applicable rules for export control. If a Party performs work, including the export of products, technology, software and knowledge requiring an export licence, said Party shall apply well in advance for the required licences and ensure that the other Party have access to copies with the Export Control Classification Number (ECCN) at the time of application submission. A Party shall indemnify the other Party for all fines, costs and any and all liabilities that may arise as a result of said Party’s violation of this provision.

# Governing law and dispute resolution

## This Agreement is governed by Norwegian law.

## Attempts shall be made to resolve any disputes between the Parties by negotiation or voluntary mediation. In the event such attempts fail, the dispute may be brought before the Sør-Rogaland District Court (Sør-Rogaland tingrett).

**Appendix 2 – Project Description**

**Appendix 3 – Payment and Progress Plan**

# Payment

For performance and completion of the Project UiS shall be paid in accordance with Section 3 of the General Terms and Conditions and as described in this Appendix.

All prices and rates are given exclusive of Value Added Tax (VAT).

*Alternative 1*

Fixed price

This means a fixed total amount for the entire Project included in the Agreement, or parts thereof.

*Alternative 2*

Total cost limit

The total cost limit represents UiS’ maximum total claim for payment for the Project, except where a change in the total cost limit has been approved in writing by the Commissioning Party. The Project is conducted using hourly rates as set out in the table below.

Total cost limit of the Project: NOK \_\_\_\_\_\_\_\_\_\_\_\_

The hourly rates to be used in the Project are the following:

| Personnel category | Hourly rates (NOK per hour) |
| --- | --- |
| Professor |  |
| Associate Professor |  |
| Assistant Professor, Post-Doc., Senior Engineer |  |
| Ph.d., Engineer, Senior Technical Professional |  |
| Research assistant, Technical Professional |  |
| Master Student |  |
| Administrative personnel |  |

Invoicing

UiS will invoice the Commissioning Party annually/bi-annually/monthly in arrears for work performed the prior month.

(Or according to invoice/payment plan as specified in this appendix)

**Progress plan**