

NordForsk Standard Terms and Conditions of Contract



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NordForsk

The NordForsk Standard Terms and Conditions of Contract constitute an integrated part of all contracts entered into by NordForsk concerning the financing of research and development projects.

Definitions

Administrative Manager: The person holding a power of attorney to represent the Project Manager vis-à-vis NordForsk, and who signs the Agreement on behalf of the Project Manager.

Agreement: The document signed and executed by and on behalf of NordForsk and the Project Manager, providing the agreed-upon regulations and specifications of the Project.

Budget: The Financial plan for the implementation of the Project as defined in the Contract, detailing the expected income, including Grants and Pledges and expected costs during the Project Period.

Co-operating Partners: The entities which participate in the Project having committed themselves contractually to contribute with professional and/or with financial resources to the Project Manager for the implementation of the Project.

Contract: The Agreement with any and all attachments thereto, together with these Standard Terms and Conditions of Contract, collectively comprise the Contract.

Final Report: As defined in clause 4.2.

Grant: A commitment made by NordForsk regarding funding of the Project, binding in accordance with its written terms and conditions.

Joint Financing Body/Bodies: The/those body/bodies, institution(s)/company(ies) that is/are financing the Project together with NordForsk.

Parties: NordForsk and the Project Manager.

Pledge: A planned but not binding commitment by NordForsk to provide funding.

Progress Plan: The schedule for implementing and completion of the Project's main activities/milestones as further described in the Contract.

Progress Report: As defined in clause 4.1.

Project: The sum of activities detailed in the project proposal to which the funding relates, and as further described in the Contract.

Project Accounts: The accounts kept by the Project Manager to record the Project's actual income and actual costs.

Project Description: Scientific and administrative plan for the performance of the Project as further described in the Contract.

Project Leader: The person who, on behalf of the Project Manager, is responsible for the professional implementation, progress, and completion of the Project in accordance with the Contract

Project Manager: The legal entity (e.g., university, university college, research centre, private enterprise) having the rights and obligations defined by the Contract towards NordForsk.

Project Period: The time span as specified in the Agreement, and during which the Project shall be performed.

Project results: All results, including information, materials and knowledge, generated or achieved in the Project, including intellectual property rights, regardless of whether or not they are protected.

1. The project

1.1 Project implementation

The Project Manager undertakes to implement and carry out the Project in accordance with the Contract, including but not limited to the Project Description, Progress Plan and Budget as agreed in writing between NordForsk and the Project Manager.

The Project Manager undertakes to immediately and without undue delay notify NordForsk in writing of any substantial deviations from the Progress Plan and/or Project Description and/or from other circumstances and matters regulated by the Contract. Notification of such deviations shall not be withheld in anticipation of the submission of the Progress Report or Final Report.

NordForsk will at its discretion assess the impact and potential consequences of the notified deviations, as set out in clause 2.5 and 10.2. If approved by NordForsk in writing, the deviation(s) will be treated as a contractual amendment, cf. clause 11.

The Project Manager undertakes to ensure that the Project is implemented in accordance with all applicable laws, regulations, ethical guidelines as well as recognized quality standards and norms, and that all parties who carry out activities under the Project, including Co-operating Partners, respect the rights and obligations laid down in the Contract.

1.2 Co-operation with Co-operating Partners

The Project Manager shall enter into and sign an agreement with the Co-operating Partner(s) governing the relationship as well as respective rights and obligations of the Project Manager and the Co-operating Partner(s).

For the avoidance of any doubt, such an agreement does not alter the fact that the Project Manager is solely responsible towards NordForsk in accordance with the Contract.

The Project Manager shall ensure that the said agreement(s) with the Co-operating Partner(s) comply/ complies with the terms, conditions and premises of the Contract.

The Project Manager shall deliver to NordForsk a copy of the said agreement(s) no later than 4 months after NordForsk and the Project Manager has signed the Contract, and in any event prior to the disbursement of any funding, cf. clause 2.2. Should NordForsk not receive a copy of such agreement(s) within 4 months after both Parties have signed the Contract, NordForsk may terminate the Contract in writing with immediate effect.

Any changes in the composition of the Co-operating Partners, as described in the Contract, require the prior written consent of NordForsk. Any such change may be considered a substantial deviation as set forth in clause 1.1.

2. Grants

2.1 General

A NordForsk Grant is stipulated and disbursed in NOK. NordForsk is not liable for any losses incurred in connection with fluctuation in currency exchange rates as a result of the Grant being disbursed in NOK.

For Projects with a Project Period of one year or less, Grants are disbursed as a one-time payment.

For Projects with a Project Period of more than one year, Grants are disbursed once a year for one year at a time, unless otherwise agreed in writing between NordForsk and the Project Manager.

The Grant for the first year of the Project Period and any Pledges for subsequent years are stipulated in the Agreement.

2.2 Disbursement

The Grant will be disbursed as soon as both Parties have signed the Contract and NordForsk has received the signed Contract and any copy of Co-operating agreement(s). Pledges for subsequent years will be disbursed as decided by NordForsk.

2.3 Repayment

In the event that the Final Report and the corresponding Project Accounts demonstrate that the actual costs of the Project are less than the amounts disbursed by NordForsk, such unused funds shall be reimbursed to NordForsk in NOK and as directed by NordForsk. In case of such reimbursement, the currency exchange rate in force at the time when the Final Report is sent to NordForsk shall apply.

2.4 Transfer of unused funds between fiscal years

The Project Manager may apply in writing to NordForsk for permission to transfer unused funds from one fiscal year to the next. The Project Manager shall send an application for transfer of funds together with the submitting of the annual Progress Report cf. clause 4.1. If NordForsk rejects such transfer, the unused funds shall be repaid to NordForsk, and/or be deducted from any subsequent Grant(s) from NordForsk.

2.5 Reservations

Notwithstanding any provision set forth in the Contract, the disbursement of the Grant for the first year and any Pledge for subsequent years, are subject to the satisfaction of i.a. the following conditions:

- NordForsk receives the agreed joint financing for the Project from the Joint Financing Body/Bodies.
- There are no changes in public regulations (legislation, standards etc.) and no other unforeseen circumstances have arisen that will have a material and substantial impact on the implementation of the Project or NordForsk's ability to contribute to it.
- There are no substantial deviations from the Contract, cf. clause 1.1.
- The Project receives a satisfactory evaluation of any midterm or other evaluation.
- NordForsk approves in writing the Progress Report submitted by the Project Manager as set out in clause 4.1.

In the event that one or more of these conditions are not fulfilled, NordForsk may at its sole discretion stop, withdraw or change the Grant and/or any Pledge for subsequent years, or if warranted under the circumstances, decide to terminate the Contract pursuant to clause 10.2.

3. Accounting and audit

The Project Manager undertakes to at all times keep updated Project Accounts.

NordForsk is at any time entitled to verify that the funds granted are applied in accordance with the Contract. Upon a request from NordForsk, the Project Manager shall without undue delay deliver, and cause Co-operating Partners to deliver, to NordForsk receipts, time sheets, calculations and any other document necessary for the verification mentioned above. If the verification reveals that funds are not applied in accordance with the Contract, NordForsk may at its own discretion change or terminate the Contract, cf. clause 10.2.

If the Project Manager is under supervision of the National Audit Office, the person responsible for the Project Manager's financial matters shall verify and sign the Project Accounts. In other circumstances, an authorized, external auditor shall verify and sign the Project Accounts.

4. Reporting

4.1 Annual reporting

For Projects with a Project Period of one year or less, the Project Manager shall prepare and submit to NordForsk a final report (referred to as the Final Report), cf. clause 4.2.

For Projects with a Project Period of more than one year, the Project Manager shall annually and within a deadline set by NordForsk prepare and submit to NordForsk an annual report (referred to as the Progress Report), including a financial report based on the Project Accounts.

The Progress Report shall provide information concerning the status and progress of the Project and explain any deviation from the Contract, i.a. the Project Description, Progress Plan and/or Budget. The Project Manager shall report substantial deviations to NordForsk without undue delay as set forth in clause 1.1.

The Progress Report shall comprise any revision of the Progress Plan and Budget that the Project Manager deems it appropriate to propose.

An approved Progress Report is required for the honoring of the Pledge for the subsequent year.

4.2 Final reporting

The Project Manager shall prepare a Final Report, including final Project Accounts.

Unless otherwise agreed in writing between NordForsk and the Project Manager, the Project Manager shall deliver the Final Report no later than three months after the completion of the Project Period.

The Final Report must be approved by NordForsk, and any unused funds shall be reimbursed to NordForsk cf. clause 2.3.

4.3 Other reporting

None of the provisions in this clause 4 may be construed as a waiver by NordForsk from duly receiving any other reporting NordForsk may reasonably request in relation to i.a. internal and external assessments during the Project Period and 3 years after the Project Period.

4.4 Reporting format

All reports shall be submitted in the manner specified by NordForsk, and in accordance with NordForsk's guidelines and report forms for reporting.

5. Project results and equipment

5.1 Intellectual property rights and ownership to equipment

In relation to NordForsk, the Project Manager acquires any and all intellectual property rights and any potential other rights to the Project Results, unless otherwise agreed in writing. However, NordForsk shall at its discretion be granted royalty-free, non-exclusive license and user rights to the Projects Results.

The Project Manager shall, unless otherwise agreed with NordForsk in writing, become the owner of any equipment purchased with Project funds.

This provision does not prevent the Project Manager from sharing any intellectual property rights and potential other rights to the Project Results and the ownership to the equipment with its Co-operating Partners and employees.

5.2 Protection

The Project Manager shall assess the need to protect Project Results and if relevant provide for adequate and effective protection.

5.3 Agreements with Co-operating Partners

The Project Manager shall regulate the rights, ownership and other relevant terms and conditions, including potential protection and commercialization of Project Results, in a separate agreement(s) with the Co-operating Partners, as set out in clause 1.2.

6. Publication

As a general rule, the Project Manager shall ensure that Project Results are made public as soon as possible, and in accordance with any communication plan included in the Contract.

If publication of Project Results will interfere with the protection or commercialization of any results, or confidentiality obligations or be detrimental to the activities of the Project Manager or of the Co-operating Partners, publication may be temporarily postponed.

Research-generated data shall be considered available to the general public after the completion of the Project, unless special circumstances indicate otherwise, or terms of Contract or public regulations prevent it.

When the Project and/or Project Results are distributed/published, the financial contributions made by NordForsk and other Joint Financing Bodies shall always be mentioned. NordForsk may issue instructions of how such contributions shall be mentioned.

NordForsk may publish the Project title, the Project Period, its financial contribution, a Project summary and Project Results achieved during the Project Period. Publication of Project Results shall take place in consultation with the Project Manager.

7. Organisation

The Project Manager shall establish a project management appropriate and suitable for the implementation of the Project, including but not limited to the appointment of a Project Leader and Administrative Manager.

8. Transfer of contract

NordForsk may transfer any of its rights and obligations under the Contract to a third party.

The Project Manager may not transfer any of its rights or obligations under the Contract without the prior written consent of NordForsk.

9. Indemnification

NordForsk is not liable for damages or losses of any kind resulting from or incorrect use of, equipment, methods or programs related to the Project.

The Project Manager shall keep NordForsk indemnified from any and all claims from third party of whatever nature resulting from the implementation of the Project, including but not limited to claims related to infringements of intellectual property rights.

10. Duration and termination of the contract

10.1 General

The Contract enters into force from the date on which the Agreement has been signed by NordForsk and the Project Manager.

The Contract is terminated without further notice upon the satisfaction of each and all of the following conditions:

- The completion of the Project Period; and
- NordForsk has approved the Final Report; and
- the Project Manager has reimbursed to NordForsk any unused funds.

Termination of the Contract shall not in any way affect or impair the validity, legality and enforceability of the provisions contained in the Contract that by their nature are not limited to the Contract Period. This includes, but is not limited to, provisions regarding accounting, reporting and publication.

10.2 Termination with immediate effect

NordForsk may terminate the Contract in writing with immediate effect, and prior to the completion of the Project Period, if the Project Manager is in material breach of his obligations pursuant to the Contract, including but not limited to, the following situations:

- The Project Manager is unwilling or unable to complete the Project.
- There are substantial deviations from the Progress Plan and/or Project Description and/or from other circumstances and matters regulated by the Contract.
- The Project Manager is engaged in activities which are not compatible with current applicable legislation and/or the general aims and objectives of NordForsk.
- The Project Manager has entered a petition for bankruptcy, or a petition for bankruptcy or debt settlement negotiations have been raised by others against the Project Manager, or there is other compelling reason to believe that the Project Manager is insolvent.

NordForsk may also terminate the Contract in writing with immediate effect if key prerequisites underlying the contractual relationship are no longer viable, including, but not limited to:

- The event that NordForsk receives less funding from the Joint Financing Body/Bodies.
- The event that there are changes in public regulation or other unforeseen circumstances having material and substantial impact on the implementation of the Project or NordForsk's ability to contribute to it.

If NordForsk terminates the Contract with immediate effect due to material breach on the part of the Project Manager, the Project Manager shall, if requested by NordForsk, reimburse any funds received. Any remaining Pledges will become null and void.

The Project Manager may terminate the Contract in writing with immediate effect if NordForsk is in material breach of its obligations pursuant to the Contract.

11. Amendments

Either Party may propose amendments to the Contract. Any amendment shall be made in writing and shall be approved by both Parties.

NordForsk may at any time unilaterally amend these Standard Terms and Conditions of Contract without the prior written approval of the Project Manager, provided such amendments do not unreasonably alter the Project Manager's rights and obligations.

12. Disputes

This Contract is governed by and shall be interpreted in accordance with Norwegian law. Any disputes shall be settled by Oslo District court, unless otherwise agreed between NordForsk and the Project Manager.