

NordForsk's Standard Terms and Conditions of Contract

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

DEFINITIONS

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

Project Owner: The legal entity having the rights and obligations defined by the Contract towards NordForsk.

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

Parties: NordForsk and the Project Owner.

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

Joint Financing Body/Bodies: The institution(s)/company(ies) that is/are co-financing the Project with NordForsk in accordance with the Agreement.

Agreement: The document signed by NordForsk and the Project Owner, providing the agreed-upon regulations.

Contract: The Agreement with all attachments thereto collectively comprise the Contract.

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

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.



Grant: A commitment by NordForsk to fund the Project in accordance with the Agreement.

Pledge: A planned, but not binding, commitment by NordForsk to provide funding for the Project in accordance with the Agreement.

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

1. THE PROJECT

1.1 Project implementation

The Project shall be implemented and performed in accordance with the Contract as agreed in writing between NordForsk and the Project Owner.

The Project Owner shall immediately and without undue delay notify NordForsk in writing of any substantial deviations from the Project Plan/Research Plan and/or other 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 11.3. If so decided, NordForsk may approve the deviations in writing, in which case the deviation(s) shall be treated as a contractual amendment, cf. clause 12.

The Project Owner shall make sure that the Project is implemented in accordance with all applicable laws, regulations, ethical guidelines as well as recognized quality standards and norms.

1.2 Co-operation with Co-operating Partners

The Co-Operating Partners are the entities which participate in the Project, having committed themselves to contribute with professional and/or with financial resources to the Project Owner for the implementation of the Project.

The Project Owner shall enter into and sign an agreement(s) with the Co-operating Partner(s) governing the relationship as well as respective rights and obligations of the Project Owner and the Co-operating Partner(s). The Co-operation Agreement(s) shall also address specifically the possibility of transferring ownership to Project Results or user rights to third parties, bearing in mind that no indirect state aid may be granted in this respect.

For the avoidance of any doubt, such an agreement(s) shall not be considered binding or having legal influence on NordForsk and NordForsk's rights and obligations towards the Project Owner, as NordForsk and the Project Owner's contractual relationship remains between these two Parties, leaving the Project Owner solely responsible towards NordForsk in accordance with the Contract.



The Project Owner 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 said agreement shall be entered into, and signed by the relevant parties, and the Project Owner shall deliver a copy of the said agreement to NordForsk prior to the disbursement of any funding.

Any changes in the composition of the Co-operating Partners, as described in the application and 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

NordForsk's Grants are 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 Owner.

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

2.2 Disbursement

Grants will be disbursed as soon as the Contract has been signed by both Parties and NordForsk has received the signed Contract and a copy of any Co-operating agreement(s).

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 as directed by NordForsk. In case of such reimbursement, the currency exchange rate in force at the time the Grant was disbursed to the Project Owner, shall be applied.

2.4 Transfer of unused funds between fiscal years

The Project Owner may apply in writing to NordForsk for permission to transfer unused funds from one fiscal year to the next.

2.5 Reservations



Notwithstanding any provision set forth in the Contract, disbursement of the Grant for the first year and any Pledges for subsequent years will only take place if:

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

In the event that one or more of these conditions are not satisfied, NordForsk may at its discretion withdraw or change the Grant and/or any Pledge for subsequent years, or if warranted under the circumstances, decide to terminate the agreement pursuant to clause 11.

3. ACCOUNTING AND AUDIT

The Project Owner shall at all times keep updated Project Accounts.

NordForsk is at any time entitled to verify that the funds granted are being applied in accordance with the Contract. Upon a request from NordForsk, the Project Owner shall without undue delay 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 being applied in accordance with the Contract, NordForsk may stop the disbursement, and the funds shall be reimbursed to the extent required by NordForsk.

The project owner shall ensure that the Project will be audited as a part of the Project Owners ordinary yearly audit.

4. REPORTING

4.1 Annual reporting

For Projects with a Project Period of more than one year, the Project Owner shall within a deadline set by NordForsk prepare and submit to NordForsk an annual report (referred to as the Progress Report), including an accounting 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.e. the Project description, Project Plan/ Research Plan and/or Budget. The Project Owner 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 Project Plan/ Research Plan and Budget that the Project Owner deems it appropriate to propose.



An approved Progress Report is required for the honouring of the Pledge for the following year.

4.2 Other reporting

None of the provisions in this clause 4 may be construed as a waiver by NordForsk from duly receiving any reporting otherwise agreed in the Contract. The project Owner is also required to contribute with information about the project to NordForsk for 10 years after the completion of the project, if so needed for purposes of evaluation or analysis within NordForsk.

4.3 Final reporting

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

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

4.4 Reporting format

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

5. PROJECT RESULTS AND EQUIPMENT

The Project Owner acquires any and all intellectual property rights and any potential other rights to the Project Results unless otherwise agreed in writing.

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

The Project Owner may share any intellectual property rights and potential other rights to the Project Results and the ownership to the equipment with its Co-operating Partners, employees and others involved in the Project. The Project Owner shall regulate the rights, ownership and other relevant terms and conditions, including commercialisation of Project Results, in a separate agreement with the Co-operating Partners, as set out in clause 1.2.

6. RECRUITMENT

The Project Owner shall implement and support the implementation of human resource strategies for researchers in line with the basic principles of the EU Charter for Researchers and the EU Code for the Recruitment of Researchers.

Any new researcher positions within the Project shall be announced internationally in open competition and according to transparent and merit-based recruitment procedures, in line with the basic principles of the EU Charter for Researches and the EU Code of Conduct for the



Recruitment of Researchers, in order to support cross-border mobility. Vacancies for first stage, recognised, established and leading researchers shall as far as possible be advertised on the EURAXESS Jobs portal.

Gender balance shall be given particular attention when recruiting to fulfil positions within the Project.

7. OPEN ACCESS

7.1 Open Access to publications

Project Leaders are responsible for ensuring that the project's research results are made available through open access within six (6) months of publication.

If publication takes place through parallel publication in open institutional repositories, then the project research results must be deposited at the time of publication and be openly accessible within six (6) months.

NordForsk may grant an extension of the time of deposit up to twelve (12) months, provided that the project manager can clearly document that reasonable efforts has been made to comply with the six-month publication requirement.

Open access applies to research results in scientifically peer-reviewed articles published in journals and conference reports. The obligation to enable open access to the research results does not apply to monographs and book chapters.

If the publisher has paid an open-access fee, the publication must be published with the Creative Commons Attribution license (CC-BY).

NordForsk funding can be used to cover costs for publishing in open access journals

7.1 Open Access to data

Research-generated data shall be considered available to the general public after the Project has been concluded, unless special circumstances indicate otherwise, or terms of contract or public regulations prevent it. NordForsk therefore recommends that research data is managed to fulfill the FAIR principles and published in a certified repository after the Project has been concluded.

8. COMMUNICATION

The Project Owner must promote project activities and its results, by providing targeted information to different stakeholders (including the public) in a strategic and effective manner as defined in the Project's communication plan.



The Project Owner shall, upon request, provide NordForsk with any Project information required at any time for NordForsk communication purposes until the Project is concluded, including but not limited to research results. NordForsk may communicate Project information and research results in various contents and formats that increase the likelihood that target audiences will both understand and use the information.

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 Owner.

Before engaging in a major communication activity, including but not limited to a final conference, the Project Owner must inform NordForsk. When major communication activities related to the Project (including in digital form and social media) are carried out and Project Results are published, the financial contributions made by NordForsk and other Joint Financing Bodies shall always be mentioned.

The Project Owner shall maintain a project website displaying the activities and results of the Project, which is to be updated regularly. NordForsk and the Joint Financing Bodies shall be mentioned with names and logos on the website and preferably in all profiling activities related to the Project.

9. 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.

10. 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 Owner 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.

11. DURATION AND TERMINATION OF THE CONTRACT

11.1 General



The Contract enters into force from the date on which it has been signed by NordForsk and the Project Owner and a copy of the agreement(s) between the Project Owner and the Co-operating Partner(s) has/have been received by NordForsk.

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 in writing the Project Owner's Final Report; and
- the Project Owner 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.

11.2 Termination by written notice

NordForsk and the Project Owner may each terminate the Contract by giving three months written notice if the contractual assumptions for the Project are substantially changed and this makes it unreasonable to continue the Project.

In the event of termination, each Party shall cover its respective shares of the winding up costs.

Upon the termination date, the Project Owner shall immediately and without undue delay prepare and deliver to NordForsk a final report as set out in clause 4.3.

Any unused funds shall be reimbursed to NordForsk as set out in clause 2.3.

11.3 Termination with immediate effect

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

- The Project Owner is unwilling or unable to complete the Project.
- There are substantial deviations to the Project/research Plan and/or to other circumstances and matters regulated by the Contract as set out in clause 1.1.
- The Project Owner is engaged in activities which are not compatible with current applicable legislation.
- The Project Owner has entered a petition for bankruptcy, or a petition for bankruptcy or debt settlement negotiations have been raised by others against the Project Owner, or there is other compelling reason to believe that the Project Owner 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 Nordic Council of Ministers or other 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 Owner, the Project Owner shall, if requested by NordForsk, reimburse any funds received. Any remaining Pledges will become null and void.

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

12. AMENDMENTS

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

Such amendments shall constitute a contractual document between the Parties, and in case of conflict, shall take precedence over all other contractual documents.

Any amendments shall take effect from the time at which they are signed, unless otherwise agreed between the Parties.

13. DISPUTES

This Contract is governed by and shall be interpreted in accordance with Norwegian law. Any disputes that the Parties cannot resolve shall be settled by Oslo District Court, unless otherwise agreed between NordForsk and the Project Owner.