

# Terms and Conditions of Contract

## 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.

**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.

**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.

### **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 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.

## **2. REPORTING**

### **2.1 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.

### **2.2 Other reporting**

None of the provisions in this clause 2 may be construed as a waiver by NordForsk from duly receiving any reporting otherwise agreed in the Contract.



### **2.3 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.

### **2.4 Reporting format**

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

## **3. 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.

## **4. 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.

## **5. 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.

## **6. DURATION AND TERMINATION OF THE CONTRACT**

### **6.1 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 Cooperating 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

### **6.2 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 2.3.

## **7. 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.