

**COLLABORATION AGREEMENT**

between

**University of Bergen, [874 789 542]** -“Project Owner”

**c/o Department of Foreign Languages**

and

|  |  |  |
| --- | --- | --- |
| **Universidad Diego Portales** |  | – “Partner” |
| and |  |  |
| **Universidad Nacional de General San Martín**  |  | – “Partner” |

(The Project Owner and Partner are individually referred to as a “Party” and jointly referred to as “the Parties”)

1. **Introduction**

This Collaboration Agreement (hereafter “the Agreement”) regulates the rights and obligations of the Parties taking part in the project: *The Dark Side of Sustainability: Norway and the Rise and Fall of Salmon Farming in Chile. A transnational history of the future (1970-2030)* - project number 354604

, hereafter referred to as “the Project”.

The Research Council of Norway (“the RCN”) has awarded a grant for the implementation of the Project. A contract to this effect (“the Contract”) has been signed between the Project Owner and the RCN, cf. Appendix 1.

The following attached documents are also part of the Agreement:

Appendix 1: The Contract; R&D Project Agreement Document between the Research Council and the Project Owner, and General Terms and Conditions for R&D Projects.

Appendix 2: Project Description.

Appendix 3: Annual Budget allocated to the Partner(s).

Appendix 4: Relevant Background brought to the Project by the Project Owner and the Partner.

In the event of contradiction between the Contract and the Agreement, the Contract shall prevail.

1. **Definitions**

Background The knowledge, including Intellectual Property Rights that each Party brings into the Project, and which has been created independently of the Project. The Background provided by the individual Party in the Project is specified in Appendix 4.

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-internal secrets and the lik e.

Project Results All results produced or achieved in connection with the Project, including Intellectual Property Rights, regardless of whether or not the results are protected by law.

Project Period The time span during which the Project is to be performed, as specified in Appendix 1.

Commercial Utilisation Direct and indirect use of the Project Results in the development or marketing of a product/service or process, based on the Project Results as well as the transfer and/or licensing of the Project Result to the third party for other purpose than publishing.

Fair and reasonable conditions Appropriate terms, including financial conditions or provisions, which take into account the specific circumstances of the relevant request for ownership or licence. The terms should take into account the value of the relevant results or background knowledge, financial and non-financial contributions as well as the scope, duration or other characteristics of the intended utilization. The conditions shall be formulated in such a way as to ensure that the undertakings participating in the project do not receive indirect state aid, as described in ESA's guidelines for state aid for research, development and innovation section 28 letter b), c) or d).

Confidential information Information which is given in writing or in another form and is marked "confidential” by the party who provided the information, or which was given orally, stated to be confidential, and written down within fourteen - 14 – days.

1. **Duration**

The Agreement takes effect immediately from the date of the signature of the last Party, and remains in force and effect until the Project has been concluded and the Parties have fulfilled all of their obligations in accordance with the Agreement. After this date, the Agreement terminates automatically with the exception of Sections 6, 7, 8, 9, 12, 14, and 15.

1. **Contact persons (name/email)**

|  |  |  |
| --- | --- | --- |
| **Name of the Party** | **Principal Investigator (name/email)** | **Administrative contact person (name/email)** |
| University of Bergen | Ernesto Seman Ernesto.seman@uib.no | Martin Paulsen boa-if@uib.no |
| Universidad Diego Portales | Marcela Aguilarmarcela.aguilar@udp.cl | Mónica GonzálezMonica.gonzalez@udp.cl |
| Universidad Nacional de General San Martín | Ariel Wilkisawilkis@unsam.edu.ar | Valeria Pataccinivaleria.pattacini@unsam.edu.ar |

1. **Obligations**
	1. **Execution of the Project**

The Project Owner has the overall responsibility for ensuring that the requirements in the Contract and the Project Description are met, and for fulfilling the obligations towards the RCN.

The Parties will perform the tasks set down in the Project Description, the Contract and this Collaboration Agreement.

All Project activities will be carried out in accordance with commonly accepted research practice. The Parties shall comply with all applicable legislation and regulations, all rules and guidelines of relevance to the implementation of the Project, and rules and guidelines relating to ethical considerations and recognised quality standards and norms. The Parties are responsible for ensuring proper practices relating to health, safety and the environment are in place for Project activities.

The Parties have personnel and economic responsibility for their own personnel associated with the Project and each of the Parties has sole responsibility as an employer towards their own employees in the Project. The Parties shall guide and follow up the work of their own staff in the Project, and shall co-operate on the further facilitation, execution and follow-up of the co-operation.

The incorporation of fellowships shall be agreed in each individual case.

The Party may, with the consent of the Project Owner, turn the performance of certain tasks over to a sub-contractor, but is nonetheless responsible vis-à-vis the Project Owner for all obligations which the Partner has assumed under the provisions of the Agreement.

Unless otherwise agreed in writing, the Project Owner will maintain ownership of all infrastructure purchased with Project funds and debited to the Project accounts.

The Partner shall without undue delay submit all reports and documents, including accounting documents, that the Project Owner requires to fulfil its obligations towards the RCN.

The Parties shall ensure that all individuals carrying out Project activities on their behalf respect the provisions set out in this Agreement.

* 1. **Funding**

The Project Owner receives and administers the RCN’s financial contribution to the Project.

Each Party shall, in accordance with its own audit and management principles, be fully responsible for documenting its Project costs, both in relation to the RCN and to the other Parties. Documentation must be provided at the request of either the Project Owner or the RCN.

The total estimated cost of the Project is described in the Contract, cf. Appendix 1. The Project Owner agrees to allocate funds to the Partner in accordance with the Annual Budget, cf. Appendix 3.

A Party that uses less than the allocated share of the Project funds will only be reimbursed for its actual and justified costs in accordance with the Project Description. A Party that uses more than the allocated share of the Project funds will only have actual and justified costs covered upwards limited to the size of the allocated share of Project funds.

The Party shall pay back the Project Funds which it has received but which are not documented as actual and justified costs in accordance with the Work Plan.

The Project Owner may withhold any payments due to the Partner’s breach of obligations under the Agreement.

* 1. **In-kind**

If the Partner contributes with in-kind into the Project, the actual and justified costs associated with this contribution must be reported to the Project Owner. Such reporting shall take place no later than by the end of December each year, and in accordance with what has been agreed in the Project Description and in the financing plan.

* 1. **Invoicing**

The Project funds will be transferred quarterly upon invoicing in EHF-format, cf. Appendix 3.

The disbursement of funds is conditional upon receiving the funding from the RCN. To receive the periodic disbursement, the Partner must fulfil its duties under the Collaboration Agreement and submit the progress report.

The Parties that make the financial contribution to the Project will be invoiced by the Project Owner in accordance with the Project Description or the financing plan.

* 1. **Indirect state aid**

Granting of an indirect state aid by a research organization or a research infrastructure under the project is forbidden jf. ESA's guidelines for state aid for research, development and innovation[[1]](#footnote-1).

According to section 28 of the ESA’s guidelines for state aid for research, development and innovation:

“Where collaboration projects are carried out jointly by undertakings and research

organisations or research infrastructures, the [ESA] Authority considers that no indirect State aid is awarded to the participating undertakings through those entities due to favourable conditions

of the collaboration if one of the following conditions is fulfilled:

(a) the participating undertakings bear the full cost of the project; or

(b) the results of the collaboration which do not give rise to IPR may be widely disseminated

and any IPR resulting from the activities of research organisations or research infrastructures

are fully allocated to those entities; or

(c) any IPR resulting from the project, as well as related access rights are allocated to the

different collaboration partners in a manner which adequately reflects their work packages,

contributions and respective interests; or

(d) the research organisations or research infrastructures receive compensation equivalent to

the market price for the IPR which result from their activities and are assigned to the

participating undertakings, or to which participating undertakings are allocated access rights.

The absolute amount of the value of any contribution, both financial and non-financial, of the

participating undertakings to the costs of the research organisations or research

infrastructures' activities that resulted in the IPR concerned, may be deducted from that

compensation."

1. **Background**

The ownership of Background will be maintained by the Party that brought it into the Project. Background that is considered relevant upon entry of the Agreement is specified in Appendix 4.

Background which is brought to the Project in the course of the Project period shall be sent to the Project Owner in writing, be approved by the Parties and implemented into the Appendix 4.

Any Result from the Project that do not comprise Background pursuant to Appendix 4 and is not approved as Background by the other Parties, will automatically be assigned the status of Project Result.

For the duration of the Project Period, the Parties may have access at no charge to the Background that is necessary for the implementation of their own work in the Project.

The license for the other Party’s Background that is needed for the Commercial Utilisation of Party’s own Project Results shall be granted based on the Fair and Reasonable conditions.

1. **Project Results**
	1. **Ownership**

Each Party will have ownership rights to the Project Results produced and achieved by that Party and its employees.

When both Parties have contributed to the development of a Project Result which cannot be divided, the Parties shall have joint ownership to the Project Result. The Parties’ respective share of the Project Result shall be proportional to the Parties’ respective intellectual contribution to the development and creation of the specific Project Result.

The Parties that jointly owe the Project Result shall within 6 months from producing those Results conclude the agreement on how the Project Result shall be used, including the protection measures and the division of costs of such protection.

The joint ownership agreement should as a minimum include:

* A clear description of the relevant Project Result and each Party share.
* Provisions on which Party shall have responsibility to protect and managed the Project Result, including the authorisations.
* A detailed description of how the jointly owned Project Result shall be protected, defended, managed, funded and used, including the plan for Commercia Utilisation.
	1. **Access to Project Results**

For the duration of the Project, the Parties may have access at no charge to Project Results that are necessary for implementation their own work in the Project.

The access to the other Party’s Project Result that is needed for the Commercial Utilisation of Party’s own Project Result may be granted based on the Fair and Reasonable conditions.

The Parties that are research and educational institutions shall have access at no charge to Project Results that are to be used for internal educational and research purposes.

Any access not covered by the provisions above may be subject to terms and conditions agreed between the owning Party and the party requesting access to the Project Results.

1. **Publication**

The Parties are entitled to publish Project Results. Project Results will be published as soon as possible, i.e. through publication in scientific journals, professional meetings and conferences.

Project Results will be jointly published where there have been direct collaborations between the Parties. In such cases, joint authorship will be based on the criteria of the prevailing version of the Vancouver Protocol on co-authorship of scientific publications (<http://www.icmje.org/>).

The Party shall not publish the Project Results or a Background of another other Party. The Party whose Project Result(s) or a Background forms an integral part of another Party’s Project Result, needs to consent to the publication in advance, in writing. The consent can only be withheld when there is a sound reason for that, and provided that it is communicated in writing within the 30 working days from receiving the written request for consent.

If a Master's degree or PhD is included in the Project, the purpose is for this work to be published. None of the provisions in this Agreement shall be interpreted or applied in such a manner that hinders or prevents the achievement of a Master's degree and/or PhD degree.

The Parties will submit to the Project Owner the plans for publication of Project Results.

The Parties have a deadline of 45 working days from such notification was given to request a temporary postponement of the publication. Pursuant to section 1-5 of the Norwegian Act relating to Universities and University Colleges[[2]](#footnote-2), the board of a Party that is an educational institution must consent to temporary secrecy of Project Results produced by university and college employees. In such cases, as a general rule, a 90-day time limit may be granted for filing a patent application after a Party has requested a postponement.

Any postponement of publication shall be justified on the ground that the Party:

1. has legitimate commercial interests that would be jeopardized by the publication, or
2. would have difficulty protecting Project Results or Project Background.

The Parties have a deadline of 14 calendar days from the date on which the publication notification was issued to request postponement of publication in order to implement the necessary measures to protect the Project Results. The relevant authors will within 14 calendar days attempt to find acceptable adjustments to the planned publication, or alternatively request postponement of up to 90 calendar days from the date on which publication notification from the publishing Party in order to seek relevant intellectual protection.

The Parties shall ensure storage of peer-reviewed scientific articles based on research that is partially or wholly funded by the RCN in appropriate, open-access digital archives, assuming that storage of this type does not conflict in any way with the author’s academic and legal rights.

All publication of Project Results shall contain proper acknowledgment of the Project and its financing sources.

1. **Confidentiality**

During the Project Period and for a subsequent period of three years, the Parties are under obligation to refrain from disclosure of any Confidential Information they have acquired knowledge of in connection with the Project , and which is marked as confidential at the time of disclosure, 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, including affiliated entities, contractors and subcontractors, who are given access to Confidential Information, are apprised of and comply with the above confidentiality obligation. If necessary, the separate confidentiality agreement can be concluded which resembles the provisions of this section.

The following information is not considered to be Confidential Information:

1. information already known to the Party in question at the time it was received;
2. information that is or becomes generally known in a manner other than through breach of confidentiality under this Collaboration Agreement;
3. information received from a third party with no known confidentiality obligations;
4. 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 8. Neither does the confidentiality obligation preclude the disclosure of Confidential Information to the Research Council or the legally mandated disclosure to the courts and other public authorities, and disclosure pursuant to the Freedom of Information Act.[[3]](#footnote-3) In such a case he Party that has provided the Confidential Information should be informed.

1. **Amendments**

The Parties will have the right to make a written claim for amendments in the Project as long as these changes are within the framework of the Contract as defined in Appendix 1 and as long as RCN, as well as the Parties, agree. The Parties will change the Annual budget correspondingly.

1. **Duty to inform**

The Partner is required to notify the Project Owner immediately regarding all circumstances of significance to the collaboration, including in the event a person or an undertaking outside the European Economic Area assumes a controlling interest in the Partner.

1. **Export Control**

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

1. **Liability**
	1. **No warranties**

The Parties do not warrant that information or materials (including Project Background and Project Results) that they provide or make available to the other Parties to the Project are error-free, complete, suitable for a particular purpose or applicable to the recipient's needs. The Parties also do not warrant that such information or material does not infringe, or may infringe, the intellectual property or other rights of third parties. The Parties are obliged to notify the other parties immediately if they become aware of, or have reason to believe, that a violation of third party rights has or may take place.

A Party that receives or makes use of such information or material as mentioned in the first paragraph is itself fully responsible for the use. A Party that relinquishes its rights of use may not be held liable for any infringement of any third party's intellectual property or other rights as a result of another Party exercising its right of use.

* 1. **Default**

If one of the Parties breaches its obligations under the Collaboration Agreement, the defaulting Party shall, within 30 days of receiving a written warning, rectify the matter.

If a Party's default is not rectified within the above deadline, or the defaulting party is deemed not to be able to rectify the default within the deadline, the breach may be considered a material breach.

In the event of a material breach, the Collaboration Agreement may be terminated with immediate effect for this Party.

Any disbursed, unused funds received as part of the performance of tasks in the Project shall be repaid.

A defaulting Party shall also cover any additional costs that the other Parties incur as a result of the default.

**13.3 Limitation of liability**

The Party liability under this Collaboration Agreement shall be limited up to the once Party share in the Project as stated in Attachment 3.

The Parties, however, shall not be responsible towards each other for indirect or consequential damages, including, but not limited to, loss of revenue or sales.

The abovementioned limitations of liability do not apply where the loss or damage is due to a gross negligence or willful misconduct on the part of a defaulting Party.

The provisions of this Collaboration Agreement do not change or limit the Parties' general liability in accordance with Norwegian law, such as liability for damage to another person's property or damage to a third party.

* 1. **Damage caused to third party**

Each Party is responsible for all losses, property damage and personal injury suffered by a third party as a result of the Party's performance of its obligations in this Collaboration Agreement, or from the Party's use of Project Background or Project Results.

**13.5. Notification of loss and damage**

Each Party shall notify the Project Owner of any claim for compensation or the like related to the Project that is raised against the Party.

**13.6. Force majeure**

The Parties cannot be held liable for any breach of obligations under the Collaboration Agreement due to force majeure. The Parties shall immediately notify the Project Owner if a Force Majeure situation occurs. If the obstacle last or is expected to last more than 6 weeks or will have serious consequences for other Parties' possibility to implement the Project, the Parties may decide to redistribute tasks in the Project.

1. **Termination**

The Agreement may be terminated by the Parties with six (6) months written notice.

1. **Governing Law and Jurisdiction**

In the event of dispute, this Agreement shall be interpreted in accordance with Norwegian law. The Parties will attempt to resolve any disputes by negotiation. If such attempts do not succeed, the dispute may be brought before the Bergen District Court as the legal venue.

1. **Signatures**

Each Party will sign identical counterparts of this Agreement with the same effect as if all the Parties had signed the same document. A copy of this Agreement signed by one Party and delivered by e-mail transmission of a scan in .pdf-format, to the other Party shall have the same effect as the delivery of an original of this Agreement containing the original signature of such Party.

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| **For Project Owner – UiB;**Signature: …………………………………………Name: Eivind Heitmann, FIA UiBDate:…………………………………………………  |
| **Read and agreed by Department of Foreign Languages**Signature: …………………………………………Name: Martin Paulsen Title: Head of DepartmentDate:………………………………………………… |
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| **For Partner – Universidad Diego Portales** Signature: …………………………………………Name: ……………………………………………… Title: ………………………………………………..Date:………………………………………………… **For Partner – Universidad Nacional de General San Martín** Signature: …………………………………………Name: Carlos Greco Title: RectorDate:…………………………………………………  |
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**Appendix 1: The R&D Project Agreement between the Research Council and the Project Owner (including General Terms). *- attached separately***

**Appendix 2: Project description *- attached separately***

**Appendix 3: Annual budget**

**Budget – Terms of payment (in NOK)**

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| --- | --- | --- | --- | --- | --- | --- |
| **Name of the Partner** | **2025** | **2026** | **2027** | **2028** | **2029** | **SUM** |
| Universidad Diego Portales | 80 000 | 80 000 | 80 000 | 80 000 | 80 000  | 400 000 |
| Universidad Nacional de General San Martín | 52 000 | 52 000 | 52 000 | 52 000 | 52 000 | 260 000 |

These sums are the maximum allocations to each Partners per year to costs specified in the Project description and budget.

The Partners shall invoice the Project Owner, for the actual costs incurred in accordance with the terms of the Project description and budget.

**The Partners must invoice the Project Owner once a year, no later than November 30th. All invoices must be in Norwegian kroner.**

On receipt of a valid invoice, the Project Owner will disburse the funding to the Partners within 30 days. Moreover, the fulfilling of commitments beyond the year 2023 will be contingent on the Research Council of Norway making sufficient funds available to UiB and on no changes being made in the public regulatory regime (regulations, standards, statutes etc.) with a bearing of the performance of the assignment. In such case, the assignment may be cancelled without UiB incurring any liability. Disbursement to the Partners will only be made if progress reports are in accordance with the Contract and the Project description.

**Invoice address**

From January 2021, the correct invoice address is:

University of Bergen
DFØ Invoice receipt
PB 4710 Torgarden
7468 Trondheim
Norway

**NB! Electronic invoice address is unchanged:
Peppol ID 0192:874789542**

**NORWEGIAN SUPPLIERS**

Norwegian suppliers should send electronic invoices and credit notes in EHF-format.

**FOREIGN SUPPLIERS**

The University of Bergen would like to receive all invoices as electronic invoices. Our Peppol ID is 0192:874789542

Suppliers unable to send invoices electronically may send invoices by e-mail
to ap-invoice@uib.no - only one attachment per email.

Basware's invoice portal is no longer available to our suppliers.

**MARKING OF INVOICE**

The invoice / credit note must contain the purchase order number. Invoice and credit note without purchase order number may be rejected.

**PAYMENT REMINDERS**

We kindly request that payment reminders and statements etc. are sent by email
to ap-invoice@uib.no .

**Questions regarding invoice processing and electronic invoice:**
E-mail: [ap-invoice@uib.no](http://ap-invoice@uib.no) Note the subject line: "Invoice".

**Appendix 4: Relevant Background brought to the Project by the Project Owner and the Partner.**

This appendix identifies the Project-relevant Background brought to the project by each Party to the Collaboration Agreement.

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| *The Appendix should list contributions or intellectual property or know-how that:** *a Party brings to the Project*
* *and that is needed to implement the Project or exploit the Project Results*
* *and which has been created independently oft he Project.*

*Some examples of Background include:** *previous R&D results, considered as being important and which were generated by the institution's experts, belonging to the Party’s expertise;*
* *knowledge of specific areas/issues/activities that play an important role in the Project;*
* *publications that are relevant for the Project;*
* *patents and protected technology or material;*
* *developed methods and models;*
* *biological material included in the cooperation.*
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The following Background is hereby identified by the Parties for the Project. This represents the status at the time of signing this Collaboration Agreement:

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| --- | --- | --- | --- | --- |
|  | **Name of the Party** | **Background** | **Specific limitations and/or conditions for implementation**  | **Specific limitations and/or conditions for exploitation**  |
| **Project Owner** | University of Bergen | Not applicable | Not applicable | Not applicable |
| **Partner** | Universidad Diego Portales | Not applicable | Not applicable | Not applicable |
| **Partner** | Universidad Nacional de General San Martín | Not applicable | Not applicable | Not applicable |

1. Available at: [State aid for research and development and innovation (eftasurv.int)](https://www.eftasurv.int/cms/sites/default/files/documents/Consolidated%20version-GUIDELINES-for-SA-for-R-D-I.pdf) [↑](#footnote-ref-1)
2. Available at: <https://www.regjeringen.no/en/dokumenter/act-relating-to-universities-and-univers/id213307/> [↑](#footnote-ref-2)
3. A translated version of the Freedom of Information Act is available at <https://lovdata.no/dokument/NLE/lov/2006-05-19-16>. [↑](#footnote-ref-3)