

## Cooperation Agreement for Industrial PhD

between

University of Oslo (UiO)  
The Faculty of Medicine  
Organisation number 971 035 854  
(hereafter «Degree awarding institution»)

Oslo University Hospital (OUS)  
Department of .....Division of .....  
Organisation number 993 467 049

og

[COMPANY X]  
Organisation number .....  
(hereafter «Project Manager»)

Hereafter, collectively referred to as «the Parties», or individually as «Party».

*Please note that this is an English translation of the Norwegian contract. For all legal purposes, the original contract in Norwegian is the authoritative version.*

### **1 The purpose of the cooperation**

The Research Council of Norway has, on certain conditions, committed to allocate funds for the implementation of the research project: «.....», (hereafter “Project”). A prerequisite for The Research Council of Norway to allocate funds is that the Parties participate in the Project with professional resources and relevant infrastructure. This Cooperation Agreement regulates the relationship between the Parties in the Project.

The Project’s main objective is to .....

The Cooperation Agreement applies to the completion of the doctoral thesis of Industrial PhD Candidate ..... (hereafter “Candidate”) in accordance with the project description enclosed as attachment 1 (hereafter “Project description”).

The Project is led by the Project Leader employed by the Project Manager. The frame and progress of the Project is determined by the professional resources and budget stated in this Cooperation Agreement, the admission agreement, and in accordance with the requirements set out in the current Regulations for the degree of Philosophiae Doctor (PhD).

The Project is defined as ....% working time over .... years.

The Cooperation Agreement has the following attachments;

Attachment 1:	The agreement between the Project Manager and The Research Council of Norway with Project description
Attachment 2:	Financial plan
Vedlegg 3:	Project background

## **2 Definitions**

Force Majeure	Unforeseeable and extraordinary circumstances beyond the control of the Parties.
Research Council	The Research Council of Norway
Intellectual property rights	All rights to technical solutions, methods, processes and procedures, whether they are patented, can be patented or cannot be patented. This further includes all copyrights, trademark rights, design rights, plant variety rights, databases, circuit patterns, drawings, specifications, prototypes, business secrets and the like.
Confidential information	Information, documentation or material provided in writing or in any other form labelled “confidential”, or given orally and declared to be confidential must be confirmed in writing as confidential within 14 days from when the information was provided.
PhD regulations	Regulations for the degree of Philosophiae Doctor (PhD) at the University of Oslo with Supplementary rules
Project background	Knowledge, including intellectual property rights, which a Party brings to the Project. Each individual Party’s Project background are enclosed in separate attachments to this Cooperation Agreement.
Project results	All rights to research results achieved in this Project.
Publicising	Any publicising of results, including submission of doctoral work for public defence of the thesis.
REK	Regional committees for medical and health research ethics.

## **3 Duties of the Parties**

### Project Manager shall:

- be the candidate’s employer.
- pay X % salary for the Candidate for Y years in accordance with separate employment contract signed by the Project Manager and the Candidate.

- formalize necessary agreement with UiO in connection with admission to the PhD programme.
- make available necessary project background.
- be supervisor for the Candidate [Supervisor's name must be stated and whether he/she is principal supervisor or co-supervisor, including any other co-supervisors.]

OUS shall:

- facilitate the implementation of ..... [specify relevant studies to be included in the Project] as described in the Project description, including making necessary infrastructure available.
- maintain supervisory responsibilities and other matters in accordance with the contract for admission to the PhD programme.
- [Supervisor's name must be stated and whether he/she is principal supervisor or co-supervisor. ]

Degree conferring institution shall:

- make available necessary infrastructure for the implementation of the Project, including office space for the period(s) the Candidate resides at UiO.
- facilitate implementation of studies included in the Project, as described in the Project description.
- have academic responsibility for the PhD training.
- maintain supervisory responsibility and other matters according to the contract for admission to the PhD programme.
- [At least one supervisor must be affiliated to UiO. The supervisor's name must be stated and whether he/she is principal supervisor or co-supervisor.]

The Parties have, in addition, a mutual responsibility for the content and implementation of the Project, and as stated in the Project description (attachment 1).

Each of the Parties have an independent responsibility to carry out the work in accordance with current rules and regulations, laws and guidelines relevant to the implementation of the Project, including ethical rules and guidelines, recognised standards for good and proper research practice, and to obtain the necessary approvals.

Research included in the Project must be carried out in accordance with the current quality assurance systems at UiO and OUS, and the agreement between UiO and OUS regarding responsibility for research. Copy of REK's approval, and any other necessary approvals, are enclosed with this Cooperation Agreement.

The Parties must ensure that employees who carry out work on the Project respect the provisions set out in this Cooperation Agreement.

The Parties shall be loyal and keep each other informed, as early as possible, of any plans or measures affecting the scope of the Parties' duties, so as to ensure that any consequences due to changes can be planned and implemented.

The Parties are obliged as part of the implementation of the Project to ensure that the Candidate resides at least one year at the premises of the Project Manager and UiO and/or OUS respectively. Time can be allocated according to what is most appropriate for the Project.

[If the Candidate is to reside at another location than the degree-conferring institution, this shall be stated and justified.]

[If the PhD Candidate has to do compulsory work for one or more of the Parties, this shall be specified and the scope of the work indicated.]

## 4 Economy

The following financial plan (in NOK 1000) forms the basis of the Project:

	20XX	20YY	20ZZ	20ÆÆ
The Research Council of Norway	*	*	*	*
Project Manager				
UiO**				
OUS				
<b>Total</b>				

\* including NOK ..... in an expense account

\*\* UiO fills out its own costs

[Describe briefly what the expense account will be used for.]

The Parties invoice the Project Manager in arrears per quarter for their share of the project costs set by the Cooperation Agreement.

Correct invoices must be paid within 30 days of the invoice date.

In case of late payment, interest on arrears will be calculated in accordance with the Act relating to Interest on Overdue payments (Forsinkelsesrenteloven). If the Project continues beyond the admission period, coverage of indirect costs during the extension period shall be agreed separately.

RBP-funding (performance-based funding system - PRFS) for the degree awarded will accrue to the degree conferring institution in its entirety.

## 5 Rights

### 5.1 Project background

The Project requires free access and right of use to the Project Manager's Project background which is necessary for the implementation of the Project. Project background included in the Project from the start is found in attachment 3. Project background which a Party wishes to include in the Project during the Project period must be submitted in writing to the other Parties. Any Project result that is not in the Project background in accordance to attachment 3, and which has not been submitted and approved by the other Parties, has automatic status as Project result.

Property rights to the Project background are retained by the Party who brought them into the Project. The Project background shall only be used in the implementation of the Project, and can only be used in research. The cooperation partners cannot give anyone other than the

professional contact persons, as stated in section 9, access to the Project background without having an agreement with the Project Manager. A Party cannot give others access to another Party's Project background without this being expressly agreed upon.

### 5.2 Ownership of Project results

Ownership of Project results accrues to the Party whose respective employees have produced the results.

If two or more Parties have jointly produced the results, they shall have joint ownership of the results. The Parties ideal ownership shall correspond to the respective Party's proportional intellectual contribution to the particular Project result.

Parties that own Project results jointly shall agree, within 6 months from the particular Project results were created, on how to utilize the Project results, including any protective measures and cost allocation. The joint agreement should include at least the following points:

- A clear indication of the Project result, including each Party's share.
- Provisions as to which co-owner shall be responsible for protecting and maintaining the Project result, including his/her authorizations.
- A detailed plan on how Project results shall be protected, defended, maintained and used, including a commercial exploitation plan.

The Project Manager shall have prior right to commercial exploitation of the research results of the Project. Such commercial exploitation shall be based on a separate agreement negotiated by Inven2 on behalf of OUS. In agreement for commercial exploitation, the Parties' contribution to the research result shall, among other things, be considered when calculating the value/remuneration.

## **6 Publicising**

The Parties have the right to publish their own data unless such publication causes damage or disadvantage to another Party's utilization of their results, contains another Party's confidential information, or where such publication will significantly impair the scientific foundation of the Project. The Project results shall be made known as soon as possible, and both positive and negative results from the Project must be published. The Parties can agree to prepare a plan for publication of results based on the criteria of the current Vancouver Recommendations on co-authorship of scientific publications. The Parties have a special responsibility to ensure that the Candidate has the same rights to publish, including submission of thesis, as other PhD candidates at the University of Oslo, cf. Regulations for the degree of PhD.

Before publishing, the Project Manager shall be notified and has the right to consider in advance publications related to the Project background so as to prevent the release of confidential information belonging to the Project Manager. The Project Manager also has the opportunity to suggest amendments to the draft manuscript, provided that the suggestions are not in conflict with ordinary research ethics for publication or hinder the implementation of the PhD project.

If a Party wishes to commercialize the Project results, a request for postponement of publication can be made for up to 90 days.

In press releases or statements to the media, the Project shall be referred to as a joint project between the Parties. In statements to the media, all the Parties shall be informed in advance as far as is practically possible.

## **7 Confidentiality (optional)**

The Parties are obliged during the Project period, and for a subsequent period of 3 years, to keep secret all Confidential information they know regarding the Project, and to store the information safely. The duty of confidentiality does not include disclosure of Confidential information to employees and third parties, where access to confidential information is necessary to perform tasks in the Project or to utilize Project results.

Confidential information shall only be used to carry out tasks in the Project and to utilize Project results, or as agreed with or provided by the Party that had the information. The Parties shall ensure that all employees and third parties granted access to Confidential information are made aware of and comply with the said duty of confidentiality. If necessary, a separate confidentiality agreement shall be entered into with similar content as found in this section, and which shall have precedence in the event of conflict.

The following information is not considered Confidential information:

- a) Information already known to the Party at the time it was received.
- b) Information that is or will be widely known other than by breach of duty of confidentiality under this Cooperation Agreement.
- c) Information received from a third party without known duties of confidentiality.
- d) Information developed by a Party without the use of Confidential information.

The above mentioned duty of confidentiality shall not prevent publication of Project results in accordance with the provisions provided in section 6 or the exercise of usage rights provided in section 5 of this Cooperation Agreement. The duty of confidentiality also does not prevent disclosure of Confidential information to The research council of Norway or statutory disclosure to courts and other public authorities, or disclosure pursuant to the Freedom of Information Act (Offentleglova). The other Parties must be notified of such disclosure.

## **8 Duration**

The Project starts on ..... and ends on .....

The Cooperation Agreement enters into force when it is signed by both Parties and there is documentation of admission to the PhD programme at the degree conferring institution (UiO).

The Project period can be extended due to compulsory work, leaves, long periods of sick leave, or other unforeseen events. Extension of the project period shall be approved by the Parties.

The Cooperation Agreement may be terminated by either Party with 1 (one) year's written notice to the other Parties. In the case of material breach, not due to Force Majeure, the Cooperation Agreement can be terminated with 30 days written notice, unless the defaulting Party repairs the breach during the notice period.

If the agreement is terminated before normal termination, a plan shall be made in order to ensure that the Candidate is able to complete his/her PhD degree. Sections 6 and 7 shall apply also after termination of the agreement.

## 9 Priority, changes and disputes

The requirements imposed by UiO regarding implementation of the Candidate's PhD programme and agreement for admission to the PhD programme take precedence over any possible conflict with this Cooperation Agreement.

Changes to this Cooperation Agreement must be agreed in writing in a separate attachment to the Cooperation Agreement.

Any disputes regarding content and/or completion of the Cooperation Agreement or conditions arising from the agreement, shall be sought to be resolved through negotiations between the Parties. If a solution cannot be reached, each Party can initiate ordinary legal proceedings in the Oslo District Court.

\* \* \*

The Cooperation Agreement is signed in 3 (three) original copies, one for each Party.

For the company	For OUS divisions institute/department/centre	For the Faculty of Medicine UiO
Place:	Place:	Place:
Date:	Date:	Date:
Title:	Title:	Title: Dean
Name (block letters):	Name (block letters):	Name (block letters): Ivar Prydz Gladhaug
Signature	Signature	Signature
Contact person	Contact person	Contact person Merethe Bremer