

Cooperation Agreement

between

University of Oslo
Faculty of Medicine, Institute of,

and

[PUBLIC SECTOR X]

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.

The purpose of the Cooperation Agreement

The Research Council of Norway, given that all formalities are in order, has committed to allocate funds for the implementation of the research project: “ ”, (hereafter called “Project”).

The Project’s main objective is to

A prerequisite for allocation of funds is that the Parties of this Cooperation Agreement participate in the Project with professional resources and relevant infrastructure.

1 The Parties

Project Manager:

..... Organisational number:

Project Leader/Contact person for the Project Manager is

Cooperation Partner:

University of Oslo (UiO) Organisational number: 971 035 854

Professional contact person for UiO:

The Project Manager and Cooperation Partner are together referred to as “Parties”, individually as “Party”.

2 Content of cooperation

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

The Project requires continuous, iterative interaction with the Project Manager’s research and development programme, as well as unimpeded access to the Project Manager’s intellectual property (hereafter called IP). The Parties therefore agree that the Project is led by the Project Leader appointed by the Project Manager. The frame and progress of the Project is determined by the professional resources and budget as stated in this Cooperation Agreement and in accordance with requirements imposed by the current *Regulations for the degree of Philosophiae Doctor (PhD) at the University of Oslo and Supplementary rules pertaining to the Regulations for the degree of Philosophiae Doctor (PhD) at the Faculty of Medicine.*

Changes beyond the frames defined in this Cooperation Agreement shall be agreed upon explicitly and shall be documented separately in an attachment to the Cooperation Agreement.

The content of the Cooperation Agreement cannot conflict with the requirements set by UiO regarding the completion of the Candidate's PhD programme and signed contract for the PhD programme, including any attachments.

3 The Parties' obligations towards the Candidate

Project Manager shall

- Be employer of Candidate
- Pay X % salary for the Candidate for Y years in accordance with a separate employment contract signed by Project Manager and Candidate.
- Formalize necessary agreement with UiO in connection with admission to the PhD programme.
- Make available necessary infrastructure for the implementation of the Project, including office space for the period(s) the Candidate spends with the Project Manager
- [Supervisor's name must be stated and whether he/she is principal supervisor or co-supervisor, including any other co-supervisors.]

UiO (Degree conferring institution) shall

- Make available necessary infrastructure for the implementation of the Project, including office space for the period(s) the Candidate spends 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.]

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				
Summary				

* including NOK in an expense account

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

5 Project implementation

The Parties have a mutual responsibility for the content and implementation of the Project, and to reach the results outlined in the Project description (attachment 1).

Each of the Parties have an independent responsibility for implementing the work according to current rules and regulations, current laws and guidelines relevant for the implementation of the Project, including ethical rules and guidelines, recognized quality standards and norms for good and proper research, as well as necessary approvals. The research included in the Project shall be implemented according to the current quality assurance systems at UiO.

The Parties are obliged to ensure that employees performing work on the Project respect the decisions 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 in proper form.

The Parties are obliged as part of the implementation of the Project to ensure that the Candidate can spend at least one year at the premises of the Project Manager and UiO respectively. The time spent at each place can be divided according to what is most appropriate for the Project.

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

The Project is defined as **X** % working time over **Y** years.

6 Rights

The Parties retain ownership of background-IPR made available according to the Cooperation Agreement. Background-IPR shall be used exclusively as part of the implementation of the Project. A Party shall not give access to another Party's background-IPR without further agreement. Rights to use background- IPR are limited to use in research and no licences are given for commercial exploitation without a separate agreement between the Parties.

The Project Manager retains unlimited ownership of equipment and infrastructure and all associated intellectual properties that are made available according to the Cooperation Agreement. Equipment and infrastructure that are made available shall be used exclusively according to the purpose of the Cooperation Agreement.

All rights to research results achieved in the Project, is owned by the Party whose employees have produced the results. If employees of the Parties have jointly produced the results, the rights will be given those of the Parties who have contributed to the research results.

The Project Manager shall have prior right to any commercial exploitation of the research results of the Project. Such commercial exploitation shall be based on a separate agreement negotiated by the Parties. In agreement for commercial exploitation, the Parties' contribution

to the research result shall, among other things, be considered when calculating the value/remuneration.

7 Publicising

The Parties shall pursuant to this agreement ensure transparency of the research. Both positive and negative results from the Project must be published. The Parties can agree that a plan for publication of results shall be prepared based on criteria of the current version of the Vancouver Convention on co-authorship of scientific publications.

Unless otherwise agreed, the Parties have the right to publish results of their own data unless such publication causes damage or disadvantage for another Party's utilisation of their results, contains another Party's confidential information, or where such publication will impair the scientific foundation of the Project significantly. Before publishing, the Project Manager shall be notified and has a right to consider in advance publications related to the Project so as to prevent release of confidential information belonging to the Project Manager. The Project Manager also has an opportunity to suggest amendments to the draft manuscript, provided that the suggestions are not in conflict with ordinary research ethics for publication or hinder implementation of the PhD project.

The Parties are especially responsible for ensuring that the Candidate has the same right to publish, including submission of thesis, as other PhD Candidates at the University of Oslo, cf. Regulations for the degree of PhD and Supplementary rules.

In press releases or statements to the media, the Public Sector PhD Project shall be referred to as a joint project between UiO and the Project Manager. In statements to the media, both Parties shall be informed in advance as far as is practically possible.

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 Project Manager and UiO. This Cooperation Agreement is valid throughout the project period.

This 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 from the injured Party, 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. The agreement's section 6 and 7 shall apply also after termination of the agreement.

9 Disputes

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

* * *

This agreement is signed in 2 (two) original copies, one for each Party.

For [PUBLIC COMPANY]:

Place....., date.....

[NAME AND TITLE]_____

[SIGNATURE]_____

For Institute for, UiO:

Place..... date.....

[NAME AND TITLE]_____

[SIGNATURE]_____