Collaboration agreement

Between

NeIC represented by NordForsk (NO ID: 971 274 255), Stensberggata 25, NO 0170 Oslo, Norway – hereafter referred to as the "Project owner" and

<Partner1 (DK ID: *nnn*)>,

<Partner2 (FI ID: *nnn*)>,

<Partner3 (IS ID: *nnn*)>,

<Partner4 (NO ID: *nnn*)>

and

<Partner5 (SE ID: *nnn*)>.

The project owner and the other above organisations are hereafter referred to collectively as the "partners", or a "partner" (singular).

1 Definitions

1.1 The **steering group** is the decision-making authority to which project management turns regarding issues outside the scope of the valid project description. It consists of decision-makers representing the project owner, partners and other important stakeholders defined in the project description.

1.2 The **project directive** is a mandatory steering document for the project work and serves as project description until approval of the project plan. The purpose of the project directive is to provide a basis and pre-conditions for starting the project, and setting time and cost frameworks for the preparation work. The project directive is approved by the steering group. In the absence of a project directive, the project proposal serves as the project directive.

1.3 The **project manager** carries out the project and its result within the framework of the project directive or the project plan. Responsibilities include ensuring that the organisation and working methods are suitable, documented and clear; maintaining an active requirements dialogue with reference groups; providing regular progress reports for the project; and leading project work toward deliveries and successful completion.

1.4 The **project plan** is an agreement between the project manager and the project owner, covering the execution of the project. Working from the project plan ensures that all essential issues are agreed upon and documented, before starting the execution phase. The scope of the preparation work is set at a level that will allow for a controlled overall picture of the risks and the expected benefits involved with the execution of the project. The project plan is drafted by the project manager and approved by the steering group. Once approved by the steering group it replaces the project directive (Appendix 1) as the valid project description.

2 The agreement - scope and purpose

2.1 This collaboration agreement regulates the reciprocal rights and obligations of the various partners taking part in the project <"*xxx*">, hereafter referred to as the "project".

2.2 The following attached documents shall also be part of this collaboration agreement:

Appendix 1: A description of the project in form of a project directive.
Appendix 2: The partners' interest in and competence relative to the project.

Appendix 3: The partners' obligations to perform activity and/or provide financial resources to the project.[1]
Appendix 4: Terms of reference for the steering group

2.3 Each of the partners is required to contribute resources to the implementation of the project pursuant to the duties and obligations specified in this collaboration agreement and the project description. With regard to one another, each partner bears responsibility for implementation of the duties and obligations specified in this collaboration agreement and the project description specified for the partner. For the avoidance of doubt, there shall be no joint responsibility for any such duties or obligations.

2.4 The project has a duration of <y> years and will start latest 6 months after this collaboration agreement enters into force with the exact starting date being decided by the steering group. This collaboration agreement enters into force once signed by all parties.

3 Governance and management

3.1 The project will have a steering group[2] and a project manager.

3.2 The steering group monitors the project's progress and responds to problems as needed. The terms of reference for the steering group are given in Appendix 4.

3.3 Each of the partners is entitled to appoint one member to the steering group. The partners may unanimously agree to appoint additional members of the steering group. One steering group member may represent several partners. Partners are free to replace steering group members, but are required to keep the project manager apprised of who is representing the partner. The chair of the steering group is assigned by the project owner.

3.4 The project manager will be appointed by the project owner. The project manager reports to the steering group. The project manager is responsible for managing the project and its resources in accordance with this agreement and the guidelines given by the steering group. The project owner is responsible for ensuring that the project spending does not deviate from the project budget. When appropriate, the project owner enters into a separate agreement with the employer of the project manager in a way that does not violate the terms of this agreement.

3.5 The project manager will summon the steering group to meetings with reasonable notice, usually no less than two weeks prior to the meeting date. The convening letter should be accompanied by an agenda and the documentation needed to deal with the items on the agenda. Decisions, recommendations and discussions of the meetings are recorded in proceedings that are made available to the partners.

3.6 The steering group has quorum when more than half the members are present or participate in the steering group's deliberations. The steering group's decisions will normally be agreed on unanimously among the members that are present or participate in the steering group's deliberations. In ongoing matters the steering group may take decisions by majority. Voting rules may be refined and approved unanimously by the steering group. When a unanimous decision or consensus is not possible, the meeting proceedings will reflect the diversity of opinions.

4 Partners' activities and/or financial support

[1] This document shall specify the individual partners' obligations to perform work for the project and/or to provide contributions in the form of funding, infrastructure, expertise and its own efforts.
[2] Larger collaborations may find it productive to have a collaboration forum with membership from all the partners and a smaller steering group that consists of selected representatives.

4.1 The interests and competencies of the partners constitute the basis for their participation in the project. These interests and competencies are described in more detail in Appendix 2.

4.2 Each of the partners shall perform the activity, if any, that the partner in question has undertaken pursuant to the project description, and/or provide the financial support specified in Appendix 3.

4.3 With the approval of the steering group, a partner may assign parts of the activity for which it is responsible to an appropriate subcontractor. This does not release a partner from its obligations to the other partners. The partner that chooses a subcontractor is responsible for such a third party's compliance with the provisions in this collaboration agreement.

4.4 In the event a partner does not perform the agreed activity in a satisfactory manner, as well as on request by a partner who expects to be unable to perform in such a way in the future, the steering group may decide to transfer responsibility for the work in whole or in part to one or more of the other partners, based on specified terms and conditions, given consent of the partner or partners to whom the responsibility is transferred. Such a transfer does not release a partner from its other obligations pursuant to Appendix 3.[3]

4.5 The project owner will remind the other partners about their funding obligations if needed. Money streams are following the budget (Appendix 3) and eventual transferred responsibilities (cf. section 8.4). Payments between the partners are made once per three or per four months as agreed between the partners.

5 Location, responsibility for human resources and agreements with employees and other affiliated partners

5.1 The partners agree to establish by contract the location of the activities and the manner in which the employer's responsibility will be handled for staff affiliated with the project. Under normal circumstances, employer responsibility and employment shall not be changed for employees who participate in the project.

5.2 The partners will sign necessary agreements with owners, employees (including individuals with dual employment), partners, sub-contractors, and others that are required to fulfil the relevant partner's obligations under this agreement, including measures to ensure the necessary transfer of intellectual property rights.

5.3 The national laws and regulations on general data protection apply. NeIC adheres to NordForsk's data protection policy. Some of the offered services or surveys might list separate privacy policies.

6 Project plan, ownership, reporting and publication of results

6.1 In order to render more concrete and follow up the measures in the project directive, a project plan shall be adopted by the steering group within 6 months of project start-up. The project plan stipulates the obligations of the various partners, cf. section 4.2 and Appendix 3. The revised annual project plan also forms the basis for reports to be submitted to the project owner.

6.2 Partners shall without undue delay submit all project results, reports, accounting documentation and other documents that the project owner requires.

6.3 Project outcomes, including reports and software, will be made openly available to the public. Intellectual property rights of the project results shall be owned by the party, or party's employees as applicable, or

[3] It is presumed that the partners can agree on reasonable compensation for the research contributions from which the consortium participant in question has been relieved.

parties carrying out the work generating that result. Attribution is done according to applicable branding policies. Unless otherwise agreed in writing, any equipment purchased for the purposes of the project will remain the property of the partner making the purchase.

6.4 Intellectual property rights on documentation, software, models, data – anything a partner brings to the collaboration – remain with that partner.

7 Limitation of liability

7.1 The parties have no liability towards each other for damages or losses of any kind related to this Collaboration Agreement, unless the damages were caused by wilful conduct or gross negligence. Each partner shall be solely liable for any loss, damage or injury to third parties resulting from its actions under this Collaboration Agreement or from its use of the project results.

7.1 In respect of any information or materials supplied by one partner to another under the project, no warranty of any kind is given as to the sufficiency or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties. The recipient party shall in all cases be solely liable for the use to which it puts such information and materials.

8 Reservations and termination

8.1 The agreement may be terminated by either partner for any material breach by the other partners of the obligations set out in the agreement, by giving a written notice to the other partners of the intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If the breach is remedied within a period of 30 – thirty – days after delivery of the notice, the termination shall not take effect.

8.2 The partners' compliance with funding requires that the partners receive the necessary funds from their respective authorities. A partner that cannot comply can terminate this agreement with a 3 – three – months' notice.

8.3 The project owner may terminate the agreement with a 3 – three – months' notice based on a recommendation of termination by the steering group.

8.4 For withdrawal, the following procedure will apply:

1. If any partner considers it necessary to withdraw its participation, it will promptly, and with a notice of no less than three (3) months prior to the effective date of the withdrawal, notify the other partners and the matter will be subject to immediate consultation among the partners to enable them to fully evaluate the consequences;

2. the withdrawing partner will continue its participation financial and otherwise, until the effective date of withdrawal;

3. at the request of the other partners, the withdrawing partner will take all the necessary actions within its control to ensure that the project can be continued by the remaining partners;

(Optional, to be removed, except long term activities like NT1) 4. the withdrawing partner will be liable for two types of costs:

a. its share, in accordance with the financial responsibilities as described in Appendix 3 up to the effective date of withdrawal; and,

b. all direct costs arising as a result of the withdrawal, including costs of any contract termination or modification caused by the withdrawal; the partners will endeavour to keep all direct costs of withdrawal as low as possible.

5. the total contribution by the withdrawing partner, including withdrawal costs, will in no event exceed the amount the withdrawing partner would have contributed had it remained in the project.

9 Special conditions

<Collect any special conditions that deviate from the standard collaboration agreement template or other things that should be especially highlighted here or just remove the whole section.>

<e.g. potential add-on to 3.4:>

<If not defined otherwise in the project description the project owner does not require the right to conclude a contract on behalf of the other partners through this collaboration agreement.>

<In general as a public organisation we want the results of the projects to be public. Here is a suggested extra formulation on top of what is written in 6.3 in case of results of sensitive nature:>

<Any foreground knowledge created jointly by the parties shall be jointly owned by these parties in proportion to their respective shares of intellectual contribution.>

<Duty of confidentiality - if needed - should go in here. >

<Contact persons are expected to be listed as part of Appendix 1 instead. Conflicts of interests are regulated in the ToR (Appendix 5).>

10 Governing law and legal venue

10.1 The agreement is governed by and shall be interpreted in accordance with Norwegian law. Any disputes shall be settled by the NeIC Board, and if not possible, the issue can be brought to Oslo district court, unless otherwise agreed between the partners.

***

This agreement has been prepared in five (5) counterparts, of which each partner keeps one (1).

For and on behalf of Partner1

Place/Date:	Place/Date:
____________________	____________________
NN, Position Partner1	NN, Position Partner1

For and on behalf of Partner2

Place/Date:	Place/Date:
____________________	____________________
NN, Position Partner2	NN, Position Partner2

For and on behalf of Partner3

Place/Date:	Place/Date:
____________________	____________________
NN, Position Partner3	NN, Position Partner3

For and on behalf of Partner4

Place/Date:	Place/Date:
_____________________	_____________________
NN, Position Partner4	NN, Position Partner4

For and on behalf of Partner5

Place/Date:	Place/Date:
____________________	____________________
NN, Position Partner5	NN, Position Partner5

For and on behalf of NordForsk/NeIC:

Place/Date:	Place/Date:
____________________	____________________
Arne Flåøyen, Director NordForsk	Gudmund Høst, Director NeIC

Appendix 1: Project directive

<A description of the Project in accordance with the NeIC Project Directive template>

Appendix 2: The partners' interest in and competence relative to the project

<The background and rationale for the collaboration>

The partners are described in the following:

- NeIC (the Nordic e-Infrastructure Collaboration) is funded by national research funding organisations in Denmark, Finland, Iceland, Norway and Sweden. The vision of NeIC is to facilitate the development and operation of high quality e-infrastructure solutions in areas of joint Nordic interest. The legal representative of and hosting organisation of NeIC is NordForsk, which is an organisation under the Nordic Council of Ministers. *<The interest and competence of NeIC in the present collaboration>*
- *<A description of Partner1, its interest and its competence relative to the project. Similar to above.>*
- *<A description of Partner2, its interest and its competence relative to the project. Similar to above.>*
- *<A description of Partner3, its interest and its competence relative to the project. Similar to above.>*
- *<A description of Partner4, its interest and its competence relative to the project. Similar to above.>*
- *<A description of Partner5, its interest and its competence relative to the project. Similar to above.>*

Appendix 3: Budget and resources

<A description of the total budget of the project. A description of the resource commitments from each partner, split by cash or in-kind contributions. A description of other commitments from the partners, such as infrastructure, data etc.>

Appendix 4: Terms of Reference for the Project Steering Group

<If need be. For smaller projects the Project Steering Group may set their own Terms of Reference. A suggestion is given below.>

The project is governed by a Steering Group (SG) appointed by the partners, with authority to make decisions on behalf of the partners within the project. Each partner may appoint one member. The SG is chaired by the NeIC representative. The SG shall ensure the success of the project with regards to quality, impact and relevance, be the formal link between the project and the partners' respective organizations and relevant projects, and actively support the project manager and group.

The steering group has the following responsibilities:

Ensure the success of the project, by

- Understanding and communicating the expected benefit.
- Ensuring that the project results contribute to the expected benefit.
- Making decisions in steering group meetings.
- Making decisions regarding issues where project management has no authority.
- Deciding on the formulation of the project plan, changes to the project and related infrastructure
- Monitoring the project with regard to the project plan
- Receiving and deciding on approval of reports, deliveries and transfers of deliverables to operations.
- Understanding the responsibilities associated with the task and reserve sufficient time to execute them.

Being the formal link between project and operations, by

- Identifying changed prerequisites in operations.
- Taking care of effects in home organisations.
- Priorities and connections to other projects and activities.
- Securing outer dependencies of the project, outer prerequisites outside the authority of project management.
- Ensuring formal personnel issues are handled.
- Communicating the expected benefits and results of the project.

Actively supporting project management, by

- Marketing the project and acting as its ambassador.
- Being available, and acting as a "sounding board" between steering group meetings.
- Staying constantly informed about the project's status.
- Ensure availability, competencies and quality for the resource categories concerned.

NeIC coordinates the project. Project coordination includes the responsibility to find an adequate project manager being able to carry out the agreed work. When appropriate, NeIC enters into a separate agreement with the employer of this project manager in a way that does not violate the terms of this agreement.

The steering group may at their own discretion invite observers. With a uniform decision a major stakeholder (who agrees to deliver something to the project) may become a full member of the steering group. With uniform decision they may be given voting rights.

In its first constituting meeting, the SG revises its terms of reference – including the voting rules for any decisions to be taken:

Meetings

The SG employs two meeting means to come to decisions: physical and/or virtual meetings (video/phone/chat), and email conversations. In general, these meeting means shall be mutually exclusive.

Meeting Chair

The SG chair chairs the meeting, but can delegate the chairing of the whole meeting or particular agenda items to another person being present. If the SG chair is not present, the SG selects a meeting chair among the ones being present.

Quorum & Delegation

SG meetings can not be called without chairman's consent. The SG has quorum to make decisions if the simple majority of its members participate in a meeting. SG members can exceptionally send a delegate to SG meetings, with the condition that the delegate has authority to make decisions on behalf of that partner.

Decisions

A full quorum is required for the SG to make decisions. Revising and approving the terms of reference for the SG requires a unanimous decision by the SG members being present. For all other decisions, the steering group should strive for consensus, but in ongoing matters that do not affect any of the partners' individual rights under the collaboration agreement the steering group may reach decisions by voting. In case of a tie, the project manager gets an additional vote. When a unanimous decision or consensus is not possible, the meeting proceedings will reflect the diversity of opinions. The SG may postpone decisions.

Decision Procedures

Impartiality and Conflict of Interest

A SG member shall be disqualified from preparing the basis for a decision or from making any decision in a case if there are any special circumstances which are apt to impair confidence in his or her impartiality. In the event that a member is deemed disqualified to participate in a matter, he or she shall leave the room during the decision preparation and the decision.

The crucial element here is not whether there is reason to believe that an individual will act in a non-impartial manner, but whether confidence in this individual is likely to be diminished. It is on the basis of how this will be perceived by the parties involved, as well as by the public at large, that the assessment must be carried out. In special circumstances the disqualification shall be decided by the SG Chair or whom she or he delegates.

A SG member shall automatically be disqualified due to impartiality if

a) he himself or she herself declares a conflict of interest
b) he himself or she herself is party to the case or is closely related by blood or marriage, or has a foster parent-child, guardian, agent or supervisor, or similar to a party
c) he or she is the head of, or holds a senior position in, or is a member of the executive board or the corporate assembly of a public or private institution that is a party to the case
d) he himself or her herself is a party to the case in direct competition with the case being processed.

The question of impartiality relating to decision items can be taken up as part of the regular approval of the agenda item. The minutes from the meeting shall indicate that the question of disqualification or conflict of interest was taken up, which issues have been discussed and the final decisions taken.

Physical and Virtual Meetings

The proposed decision is stated clearly by the person chairing the agenda item. In physical meetings, votes ("yes", "no", "abstention") are cast orally. In virtual meetings, votes ("yes", "no", "abstention") are cast via audio or a chat function of the meeting service being used.

Email Conversations

The originally proposed decision is written in an email from the steering group chair or the project manager to all SG members and the project manager. Within typically five (5) working days, the SG and the project manager can debate the proposed decision. Thereafter, the SG chair or the project manager proposes a revised decision in an email to all SG members and the project manager, and the SG members have typically five (5) working days for voting ("yes", "no", "abstention"). If a SG member doesn't vote within a given deadline, it is not counted for the quorum.