

NB! THE INSTRUCTION ARE DELETED BEFORE USE.

The agreement is used when NIBIO buys a service from a company, organization, etc., for example. perform a task within a project or assignment that NIBIO has undertaken (it may be appropriate for NIBIO to let others perform the task). Universities and research institutions will normally not accept to be subcontractors (due to their obligation to hand over the generated IPR to the client). Purchase of a service from a subcontractor must be in accordance with NIBIO's procurement rules. The purchase of subcontracting services is subject to VAT. Filed according to archive routines at NIBIO arkiv@nibio.no, olav.arne.bavre@nibio.no /rg, updated 14.12.17.



NIBIO
NORWEGIAN INSTITUTE OF
BIOECONOMY RESEARCH

LOGO, subcontractor

Subcontract Agreement

between

NIBIO

and

1. Parties

Norwegian institute of bioeconomy research (NIBIO)

Enterprise No. 988 983 837
Post Box 115
N -1431 ÅS,
NORWAY

Contact person: (hereinafter called "Contractor")

and

Organisation/Company

Business enterprise organization number.....

Address

Contact person: (hereinafter called "Subcontractor")

2. Background

The contractor is the Project's owner/Manager (delete non-applicable) and one of the consortium participants in the Project (hereinafter referred to as "the Project"); a project that is (co-)funded by the Research Council of Norway (or other).

The Project's main goal/objective is to

Within the scope of the Project, the Contractor shall cooperate with a Subcontractor research group. This group/team has expertise/experience in (delete non-applicable/insert applicable). The Subcontractor shall contribute to the implementation of the Project/provide services (delete non-applicable/insert applicable) as subcontractor/supplier/consortium participant's partner (delete non-applicable/insert applicable).

With regard to the Subcontractor, the Contractor can choose to let the other consortium participants in the Project utilise the Subcontractor's work. This is regulated in detail by the agreement between the consortium participants in the Project.

Subcontract Agreement between (subcontractor) and NIBIO, Project, day/month/year

3. Contents of the assignment

The Subcontractor shall participate in the Project as subcontractor/supplier/external expert (delete non-applicable), with the following tasks within the Project "Assignment").

If required, and in agreement with the project's management and owner, the Subcontractor shall attend selected project meetings and meetings of the Project board, either by physical presence or by telephone or video conferencing. The Subcontractor shall at all times perform the Assignment according to the Contractor's instructions and in compliance with generally accepted professional standards.

4. Rights to and use of Project results

All oral and written data, processes, products, methods, oral and written information or analysis tools that are developed, discovered or otherwise generated or are a result of the services provided by the Subcontractor, the Subcontractor's employees or a third party on behalf of the Subcontractor in connection with implementing the Assignment shall irrevocably and free of charge be transferred to and come into the ownership of the Contractor; the same applies to all intellectual property rights to technical solutions, methods, processes and procedures resulting from the Assignment, no matter if these are patentable or not, as well as all copyrights, trademarks, patterns, drawings, specifications, prototypes, know-how, etc. (collectively referred to as "Project results").

The Contractor shall, as far as necessary for the utilisation of Project results in accordance with the project objective, have an unlimited, royalty-free right to utilise know-how, data, documentation, intellectual property rights, analytical and methodological schemes and anything else the Subcontractor has used to obtain the Project results (collectively referred to as "Background knowledge"). If the Contractor requires, the original data set available for this.

The Subcontractor only has the right to use the Project results in connection with carrying out the Project's Assignment to the extent necessary for being able to fulfil the obligations of this Agreement.

The Contractor can use Project results and Background knowledge as required, e.g., for publications in accordance with the Vancouver Convention (Uniform Requirements for Manuscripts Submitted to Biomedical Journals: Writing and Editing for Biomedical Publications, <http://www.icmje.org/>) providing that such use does not offend the Subcontractor's professional reputation.

5. Confidentiality requirements

In connection with carrying out the Assignment, the Subcontractor will obtain oral, written and visual information about the Contractor, the remaining consortium participants and the Project. The Subcontractor, the Subcontractor's employees or others acting on behalf of the Subcontractor in connection with carrying out the Project Assignment are obliged to observe confidentiality in regard to any information about the Contractor and the other consortium participants in the Project, all other information acquired in connection with the Project and the Project results. This includes, but is not limited to, commercial affairs and relations, ideas, products, industrial processes, analytical methods, technical specifications, product specifications, product development plans and intellectual property rights ("Confidential information"). The same applies to any information about the Project and the Assignment's and Project's results, provided that the Project board/steering committee did not give prior written consent to completely or partially release such information. The Subcontractor's employees and others acting on behalf of the Subcontractor in connection with carrying out the Assignment shall only receive confidential information to the extent necessary for enabling them to fulfil the obligations of the Assignment.

Confidential information does not include:

- (i) Any information which is generally known,

- (ii) Information which the Subcontractor can document to have been familiar with before the signing of this declaration, or
- (iii) Information which the Subcontractor can document to have been made familiar with by a third party which had an indisputable right to release this information.

Information stated in the above-mention items (i) to (iii) can only be used to the extent necessary for the Subcontractor's fulfilment of Project obligations. The obligation of confidentiality is in effect for an unlimited period of time.

6. Costs and invoicing

Payment for work performed as part of the Assignment amounts to a maximum of NOK (EURO) (excluding VAT) per year for years, thus totalling a maximum of NOK (EURO) excluding VAT, cf. budget and payment procedures.

Hourly rate: NOK (EURO)

Payment for performed work and approved expenses are charged to the Project

Together with the invoice, the Subcontractor shall submit copies of time sheets and work descriptions, as well as any other information that reasonably can be demanded by the Contractor.

Payment: net 30 days from receipt of invoice.

Invoice address: invoice@nibio.no (marked with Project)

7. Liabilities

The party that commits a breach of contract is liable for the injured party's direct financial loss caused by the breach of contract, limited to the total value of the contract per liability occurrence.

None of the parties is liable for indirect losses or damages inflicted on the other party unless caused by intent or gross negligence.

8. Duration and termination

This agreement comes into effect upon signing, and remains in force in its entirety until the Assignment has been completed.

This agreement can be terminated in writing with immediate effect in case of fundamental breach of contractual obligations by one of the parties, and this party has not rectified the breach within 30 days after a written request for rectification has been put forth by the other party.

In case of such a termination, the parties shall record how the Assignment shall be brought to a close, financially as well as regarding reporting procedures. The Subcontractor can demand payment for work that has been performed until the date on which the Assignment was stopped.

After completion or termination of the Assignment, the sections 4 and 5 regarding rights to Project results and confidentiality requirements, respectively, are still in effect for both parties.

9. Transfer

The parties cannot, either entirely or partially, transfer their contractual obligations without prior written consent from the other party. This does nevertheless not prevent the Contractor from transferring the agreement to another consortium participant.

10. Choice of law and dispute resolution

This agreement is subject to Norwegian law. Attempts shall be made to resolve any disputes on the interpretation or legal consequences of the agreement by negotiation. In the event such attempts do not succeed, the dispute shall be brought before the district court as the accepted legal venue.

The parties have read and understood the terms of this agreement. There are two (2) identical copies of this agreement, and the parties have retained one signed copy each.

Place:

Place:

Date:

Date:

On behalf of NIBIO:

On behalf of:

[name]

[name]

[title]

[title]

Appendices

The following appendices are included as part of this agreement:	Mandatory at project start-up	Appendix number
Agreement with the financing mechanism** and Project description	x	
Consortium Agreement**	x	
Progress schedule	x	
Budget and invoice plan	x	
Publication and outreach plan		
Contract amendments		
Declaration(s) of confidentiality		

* The agreement with the financing mechanism will be signed when the Consortium Agreement between the parties has been signed. The signed agreement will be forwarded

** The consortium agreement will be submitted when it is signed