



COLLABORATION AGREEMENT

between

University of Oslo, [971 035 854] - "UiO"
c/o Department of Mathematics

and

**National Technical University of Ukraine - Igor Sikorsky Kyiv Polytechnic
Institute – "Partner"**

(UiO and Partner are jointly referred to as "the Parties")

1. Introduction

This Collaboration agreement (the "Agreement") regulates the rights and obligations of the Parties in the project: *Norway-Ukrainian cooperation in mathematical education* – hereafter referred to as the "Project".

The following attached documents shall be part of the Agreement:

Appendix 1: Project description

Appendix 2: Annual budget

Appendix 3: Relevant Background brought to the Project by the Parties.

2. Definitions

Background	Material contributions or intellectual property rights or know-how that a Party brings to the project. The Background provided by the individual participant in the project is specified in Appendix 3.
Commercial Utilisation	Direct or indirect use of project results in the development and marketing of products/services or processes based on the Project results, or the transfer and/or licensing of use of project results to third parties, with the exception of publication in accordance with section 5.3.

Intellectual Property	All rights to technical solutions, methods, processes and procedures, regardless of whether or not these are or may be patented, as well as all copyrights and rights to trademarks, design, plant species, databases, integrated circuit designs, drawings, specifications, prototypes, trade secrets and the like.
Project Results	Research results produced or achieved in the project, including Intellectual Property, regardless of whether the results are or may be protected by law.
Project Period	The time span during which the Project is to be performed, as specified in Appendix 1.

3. Obligations

3.1 Execution of the Project

The Parties are required to perform the tasks set down in the Project description. Project activities shall be carried out in accordance with accepted research practice. The Partner is required to comply with all applicable legislation and regulations, as well as all rules and guidelines of relevance to the implementation of the Project, including rules and guidelines relating to ethical considerations as well as recognised quality standards and norms.

The Partner is responsible for providing guidance and following up the work of internal employees involved in the Project.

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

3.2 Funding

The total estimated cost of the Project is described in the Project description, Appendix 1. UiO agrees to allocate funds to the Partner in accordance with the Annual Budget, Appendix 2.

The Partner shall claim payment as specified in the invoice details, cf. section 10 and UiO is to pay all invoices within 30 days of the date of the claim.

4. Background

Background that is considered relevant upon entry into the Agreement is specified in Appendix 3. The ownership of Background will be maintained by the Party that brought it into the Project.

Appendix 3 shall be updated on an ongoing basis as approved by the Parties. Any Project Results from the Project that do not comprise Background pursuant to Appendix 3 and are not approved as Background by the Parties will automatically be assigned the status of Project Result.

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

Commercial Utilisation of Background owned by the other Party can be negotiated between the Parties and regulated by written agreement.

5. Project Results

5.1 Ownership

The Parties shall communicate in writing within 1 month after a Project Result has been identified. Each Party will have ownership rights to the Project Results produced 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 financial and intellectual contribution to the development and creation of the specific Project Result. In such cases a joint ownership agreement must be entered into between the joint owners. The joint ownership agreement shall as a minimum include a definition of relevant Project Result having joint ownership, and a detailed description of how the jointly owned Project Result shall be protected, defended, managed, funded and used. The Parties shall seek intellectual property protection of Project Results that may be of commercial value, to the degree that is deemed appropriate.

The Parties are obligated to protect Project Results in the manner appropriate. If ownership rights are shared between both parties, the Project Owner shall ensure that the appropriate protection measures are put in place, at the owners' expense. Should one party not wish to protect a Project Result, then that party must allow the other party to establish protection at its' own expense.

5.2 Access rights

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

The Parties shall have access at no charge to Project Results that is to be used for teaching and research purposes.

Any access not covered by the provisions above shall be subject to terms and conditions agreed between the owning and the receiving party.

5.3 Publication

Project Results shall be published as soon as possible, normally through publication in scientific journals, professional meetings and conferences.

The Parties shall submit to each other plans for publication of Project Results. The Parties have a deadline of 14 working 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 shall within 14 working days attempt to find acceptable adjustments to the planned publication, or alternatively request for postponement of up to 3 months from the date on which notification from the Party that has produced the Project Results was received.

Project Results will be jointly published where there have been direct collaborations between the Parties. In such case joint authorship will be based on the amount of individual intellectual contributions, according to the Vancouver protocol (<http://www.icmje.org/>).

6. Confidentiality

The Parties are under obligation to refrain from disclosure of any confidential information received in the Project;

- which is provided in writing or in another form and marked “confidential”, or
- which was provided orally and stated to be confidential and which is written down within 14 days and marked confidential by the party that provided the information.

Confidential information shall not be revealed to others or published without prior written consent from the rightholder.

The provision does not apply to information;

- which at the time information is provided is generally known, or later becomes generally known without the recipient of the information being responsible for this,
- which in a lawful manner has become to the knowledge of the recipient, directly or indirectly through others who are not subject to a corresponding confidentiality requirement,
- which was known to the recipient before the information was provided,
- which disclosure is demanded by the authorities and/or the courts pursuant to the law.
- which are shared with the Research Council in connection with reporting requirements under the Contract.

7. Changes

The Parties shall have the right to make a written claim for modifications or changes in the Project as long as these changes are within the framework of the Project as defined in Appendix 1 and both Parties agree. The Parties shall change the Annual budget correspondingly.

8. Liability

Each party shall indemnify the other party against any loss, damage or injury to their own and any possible subcontractor’s property or personnel, unless the loss, damage or injury is due to deliberate action or gross negligence by the other party.

9. Administrative contact persons

The UiO's contact person: Yngvar Reichelt (Head of office, Department of Mathematics)

The Partner's contact person: Oleg Klesov

10. Invoice details

Address: Invoice can be sent as pdf to this address: fakturamottak@admin.uio.no

Mark the invoice with: 151300/E.H.Seland, Eurasia

11. Duration and jurisdiction

The Agreement will have effect from the date of signatures from both Parties, and until the Project Period is completed.

The Agreement may be terminated by the Parties with six (6) months written notice. The provisions in Sections 4, 5, 6 and 8 will continue to apply between the Parties after the expiration of the Agreement.

The Agreement is subject to Norwegian law, with the exclusion of conflict of law rules. Attempts shall be made to resolve any disputes by negotiation. In the event such attempts do not succeed, the dispute may be brought before the Oslo district court as the legal venue.

12. Signatures

The Agreement has been signed in two (2) originals. Each of the Parties will keep one original.

For UiO;

For Partner;

Signature: *4/4-17 Geir Dahl*

Signature: *[Handwritten Signature]*

Name: Geir Dahl

Name: Yu.I. Yakymenko

Title: Head of Department,
Department of Mathematics

Title: First vice-rector

Date: *4/4-17*

Date: *30.04.2017*



Appendix 1: Project description : Attached as separate file - the project description is available in the contract document between UiO and SIU

Appendix 2: Annual budget

The project funds will be administered by UiO. For details about funding related to each project activity - see the project description (appendix 1). Some funds will be redistributed from UiO to the partner to cover specific activities (see below).

The partner is responsible for providing an overview of spending and activities to UiO in relations to the yearly reports to SIU.

Annual budget - funds transferred from UiO to the partner (ISKPI)

(Adjustments in yearly payment will be done each year depending on reports from the Partner about spending in each category). All numbers are given in NOK.

	2017	2018	2019	total
Salary - administrative support in Ukraine *	14 583	14 583	14 584	43 750
Student scholarship **	100 920	100 920	100 920	302 760

* The total sum should cover 5 months salary during the project period (including overhead up to 40%)

** The students selected to take part in long term exchange from ISKPI to UiO will be selected by the project leaders in cooperation, and a list of students travelling will be kept by both parties. ISKPI will inform UiO well in advance about which students are taking part in the exchange, and the date of their visits. The sum is to be paid in full to the bachelor- and master students bank account from ISKPI. Each student will receive 10092 NOK per month to cover costs of living in Oslo while being an exchange student. In addition UiO will cover travel - one round trip UK-NO, visa expences and insurance for the students staying in Oslo. Travel, visa and insurance will be covered directly by UiO, and the funds for these costs will not be transferred to the Partner, but directly to the students (as soon as the students produce documentation of the costs in question, these will be refunded).

Appendix 3: Relevant Background brought to the Project by the Project Owner and the Partner.