

APPENDIX I:

GENERAL TERMS AND CONDITIONS FOR COMMISSION-BASED ACTIVITY AT UNIVERSITETET I OSLO (UiO)

1. Definitions

Working Days: All days except Saturday, Sunday, unntatt lørdag, søndag, holidays and public holidays.

Force-majeure: Unforeseeable and extraordinary circumstances outside the Parties control.

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.

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.

Commission-based activity: Projects UiO carries out for remuneration (payment) from external client (s), with requirements for counter-performance/risk transfer upon agreement / contract conclusion. For commission-based activity, the Client shall cover all direct and indirect costs incurred by the contract, plus a profit at market level.

Contract: Special Terms, General Terms and the Project Description.

Client: The part who engages UiO to carry out a Commission-based activity.

Project: The total activity covered by the Contract after the conclusion of the contract

Project 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 III.

Project Description: Scientific and administrative description of and plan for the implementation of the Project, included as an attachment to the Contract.

Project Manager: The individual who is in charge of the progress and implementation of the Project on behalf of UiO.

Project Employee: Person to work with or on the Project.

Project period: The time span during which the Project is to be performed, as specified in Special Terms.

Project accounting: UiOs accounts of the Projects actual revenues and expenses.

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.

Fair and Reasonable Conditions: Appropriate conditions, including potential financial compensation or royalty-free conditions, taking into account the specific circumstances of the request for ownership or access. The conditions shall reflect the value of the Project Results or Project Background to which access is requested, financial and non-financial contributions, as well as the scope, duration or other characteristics of the exploitation envisaged.

Special Terms: Terms that are specifically agreed upon for each Project and that are a part of the Contract.

2. Execution of the Project

2.1. Execution

The Project shall be executed in accordance with provisions included in Special Terms and the Project Description.

The Project must be carried out in accordance with accepted research practice.

UiO declares to have the competence and capacity to carry out the Project in a professional manner and in accordance with recognized standards and norms for the type of work in question. UiO shall adhere to recognized quality standards when collecting and archiving data.

UiO is not responsible for the Project delivering specific results and has no responsibility for the Clients's utilisation of the Project results.

If the Project is obliged to notify the Norwegian Social Science Data Services AS (NSD) or requires prior approval from the Regional Committee for Medical and Health Research Ethics (REK), UiO is responsible for reporting/applying to these bodies, in accordance with the rules in force at any given time.

The Client's possible contribution to the Project, including Project Background, must be delivered to the Project Manager at the time and with the quality agreed upon for UiO to be able to fulfill its obligations under the Contract.

2.2. Amendments

The parties can agree upon amendments of the Project. Amendments shall be agreed upon in writing and be recorded in the Protocol of amendment (Appendix IV).

The Client shall at all times have the right to demand that the assignment be modified or changed if such changes fall within the scope of the assignment as defined in Special Terms § 1. The demand must be in writing. UiO shall amend the work program and budget accordingly, and the Client shall approve the changes in writing.

Other changes require written approval from UiO.

All amendments that are agreed upon between the Parties after the start of the Project must be included in an Amendment Protocol, cf. Special Terms § 7 and Appendix IV.

2.3. Termination of Contract

The Client has the right to terminate the Contract within 90 calendar days with the result of cancellation of the Project. Upon termination, the Client shall pay UiO's fees and expenses up to the end of the notice period, as well as expenses arising from the termination of the Project. Termination shall be in writing.

If the assignment has a planned duration of one year or more, the notice period shall be 180 days.

Agreements on funding of doctoral fellows shall be non-cancellable during the Project period, which shall be a minimum of 3 years.

Upon termination, the provisions on rights in Section 7 of General Terms and Conditions shall apply equivalent to the Project Results that exist at the termination of the Contract.

2.4. Reporting

UiO shall submit progress reports and final reports in accordance with the Project Description.

The final report shall provide an overall professional presentation and description of the work performed, and the results achieved. The final report must be sent to the Client as soon as possible after the Project end date. Otherwise, General terms and conditions § 8 apply. All reports must be provided with the project number, as well as dated and signed by UiO.

At the request from the Client, UiO shall at all times be able to provide information on the work progress. Progress reports and final reports shall be available in English unless otherwise agreed in writing.

3. Payment

The client shall, unless otherwise agreed, pay the agreed amount for the assignment in advance upon reception of invoice from UiO. The client must pay the invoice received within 30 days. In case of payment delay, interest accrues in accordance with the Interest Rate Act (morarenteloven).

Prices are stated without value added tax in Special Terms and in the Project Description if applicable. VAT will apply in addition where this is applicable under the Value Added Tax Act (Lov om merverdiavgift), unless the service is covered by an exemption or exemption under this Act. Among other things, exceptions to the VAT-calculation includes turnover of health and educational services.

UiO has the right to adjust rates and other financial conditions on January 1st each year.

4. Liability

4.1. Use of results. Consequential loss.

Use of Project Results is at the parties own responsibility and risk, and neither UiO nor the Client shall be liable to the other for consequential loss (konsekvenstap).

4.2. Damage to or loss of property and personnel

The Parties shall indemnify each other against loss or damage to their own property and any subcontractors' property and personnel, unless the damage or loss is due to deliberate action or gross negligence by the other party.

4.3. Infringement of the patent rights of others

If UiO or the Client has or is aware of or suspects that patent infringement may take place, the Party shall notify the other Party without delay. If the Client chooses, despite this, to continue the development in a direction where there is a risk of infringement, UiO is exempt from any liability that may be asserted in this connection. UiO may refuse to perform any work when UiO considers the work itself, or the use of Project Results, as patent infringement.

5. Equipment

UiO becomes the owner of equipment purchased for the Project's funds and charged to the project accounts, unless otherwise agreed in writing.

6. Project Background

The Project Background must be described in a separate appendix to the Contract (Appendix II). The ownership of the Project Background is retained by the Party who brought it into the Project.

7. Rights to Project Results

Unless otherwise agreed in writing, the Project Results are the Client's property.

However, UiO shall be entitled to use the Project Results in further research and teaching free of charge.

In all cases, the Project results are UiO's property until the assignment is paid in full.

8. Publication of Project Results

Pursuant to the Law on Universities and Colleges (Lov om universiteter og høyskoler) of 01.04.05, it is not possible to agree to a lasting postponement of publication.

UiO shall make the Project Results publicly available, normally through publication in scientific journals, at academic meetings and conferences, in popular science articles and the like. In UiO's outward information about the Project, UiO is obliged to mention the Client's participation.

Scheduled publication must be reported to the Client within 20 Working days before the scheduled submission date.

The Client may, within 15 Working Days after received notification of planned publication, give written notice to UiO requesting a deferred publication. This notice must describe how the Client believes the planned publication will destroy or reduce possible commercial development of the Project Result, or why a postponement requested is necessary for the protection of Intellectual Property, or is in direct conflict with the Client's commercial interests. The notification must also specify which elements of the planned publication that the Client may wish to change.

The Project Manager, together with the Client and relevant authors, shall within 15 Working Days, endeavor to find acceptable adjustments in the planned publication, or alternatively request UiO for up to 6 months postponement from received notification from the Client.

UiO shall process each request for deferred publication as soon as possible.

In cases where UiO approves a delayed publication, the Client may notify UiO in writing up to 20 Working days before UiO's approved time for deferred publication, requesting a further 6 months postponement. UiO shall process such a request within 10 Working days.

9. Confidentiality

Any information, regardless of form or how it is transmitted, that is disclosed by one Party to another in connection with the execution of the Project, which is marked "Secret" or "Confidential", or which is communicated orally and given notification that the information provided is confidential, and where the information is subsequently verified and written down within 15 days as "Secret" or "Confidential", shall be treated as "Confidential Information".

9.1. The recipient hereby promises, in addition to other secrecy promises under the Contract, for a period of 3 years after termination of the Project:

- not to use Confidential Information for other than the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent of the owner of the information;
- ensure that the internal distribution of Confidential Information is made exclusively on a "need to know" basis;
- upon request from owner shall return all received Confidential Information, received or acquired from owner, including all copies thereof, and destroy all information stored in machine-readable form.

9.2. The beneficiaries shall, on behalf of their employees, be responsible for complying with the above obligations, and shall ensure that these continue to be compliant, as far as is legally possible, for the duration of the Project and after termination of the Project and after termination of the employment relationship.

9.3. The above shall not apply to the disclosure or use of Confidential Information when the recipient can verify that:

- a) the Confidential Information becomes publicly available in a manner other than through breach of the recipient's obligation of secrecy;
- b) the disclosing Party informs the recipient that the Confidential Information is no longer Secret;
- c) the Confidential Information is communicated to the recipient without obligation of secrecy by a third party who may legally exercise the information and without the access to the information being subject to a secrecy obligation;
- d) disclosure or communication of the information is subject to the provisions of this Contract;
- e) the Confidential Information was developed by the recipient completely independent of knowledge of the information received from the disclosing party;
- f) the Confidential Information was already known to the recipient

9.4. The recipient shall use the same degree of caution with regard to the received Confidential Information as with its own Confidential Information, but shall nevertheless treat the information reasonably reassuring.

9.5. If a Party becomes aware of any other person's unauthorized disclosure, embezzlement or misuse of Confidential Information, the Party shall immediately notify the other Party in writing.

9.6. If one of the Parties becomes aware that it will be necessary, or likely to be necessary, to disclose Confidential Information to comply with laws, regulations or a judicial or administrative decision, the Party shall, to the extent legally capable of doing so:

- a) inform the disclosing Party, and
- b) comply with this Party's reasonable instructions for the protection of the Confidential Information..

10. Force majeure

None of the Parties has failed to fulfill its obligations under the Contract if the performance of the duties has been postponed or prevented due to Force majeure. It is considered Force majeure if performance of the Contract is prevented or delayed due to circumstances that the Parties could not have anticipated when the Contract was signed, or could not have escaped by reasonable means, such as illness, resignation and strike. The Party affected by the Force Majeure shall notify the other Party in writing of any delay that may result from this, and shall be entitled to such extension of the Contract as may be deemed reasonable.

11. Disputes

Disputes relating to the understanding of the Contract or matters arising from the Contract, shall be resolved within a reasonable period by negotiation.

If this does not succeed within 1 - one - month after negotiations have been requested, the dispute shall be settled by the ordinary courts, with Oslo District Court as the venue.

12. Governing Law

The contract is subject to and must be interpreted in accordance with Norwegian law.