

## **COLLABORATION AGREEMENT**

between

**NORWEGIAN INSTITUTE FOR URBAN AND REGIONAL RESEARCH (NIBR),  
OSLO METROPOLITAN UNIVERSITY [997058925] –**

hereafter referred to as the “Project Owner”  
and the collaborating partner in the R&D project

**V.N. KARAZIN KHARKIV NATIONAL UNIVERSITY**

– hereafter referred to as the “Partner”

for conducting the joint research project:

**Coordination and Support Activity Support for Network-related Activities  
UKRAINETT PLUS: Research collaboration and knowledge sharing Norway – Ukraine**

RCN project number: 350241

## 1 Introduction

The Research Council of Norway has awarded a grant for the implementation of the following R&D project "UKRAINETT PLUS: Research collaboration and knowledge sharing Norway – Ukraine " hereafter referred to as "the Project". A contract to this effect, hereafter referred to as "the R&D Project Agreement", has been signed between the Project Owner and the Research Council of Norway (RCN). A prerequisite for this funding award is the provision by the stipulated Partner of R&D-related resources to the Project. This Collaboration Agreement regulates the reciprocal rights and obligations of the various parties taking part in the Project.

The parameters of the Project, including the terms and conditions for support from RCN, the scope of the support, the project's objective, the project description, funding plan and reporting requirements are stated in the contract between RCN and the Project Owner (hereafter referred to as the Contract).

**Appendix 1:** The Contract between RCN and the Project Owner, including the Project Description. In the event of any contradiction between the Contract and this Consortium Agreement, the Contract shall have priority.

The collaboration agreement shall establish the right of the Research Council to exercise the rights of the Project Owner set out in the collaboration agreement in so far as this is necessary for the exercise of the Research Council's rights as specified in the contract (including provisions relating to duty of secrecy, verification and auditing, etc.).

## 2 Obligations to be undertaken by the Project Owner and Partner

The Project Owner and Partner are to contribute to the Project as follows:

**The Project Owner** has the overall responsibility for ensuring that the requirements of the R&D Project Agreement with the Research Council are met, and for fulfilling the various obligations to the Research Council.

**The Partner** is under obligation to contribute to the implementation of the Project and the fulfilment of the R&D Project Agreement with the Research Council pursuant to the tasks and obligations stated in this Collaboration Agreement.

### Organisation

The project design, timeframes, organization and costs are described in the project proposal, App.1.

The Project manager is Aadne Aasland.

Other participating institutions in the project are

The University of Bergen

The University of Oslo

Nord University  
Operativna Sotsiologiya, Dnipro

The Partner is under obligation to place the following R&D-related personnel at the disposal of the Project:  
Olena Muradyan, Dean of the School of Sociology

The roles and responsibilities of the partner's personnel, within the project are defined in the project document (attached). The specific tasks to be carried out by this personnel, include, inter alia:

- Coordinating the establishment and expansion of the PLUS network in Ukraine
- Overseeing network activities in both online and offline formats within Ukraine
- A variety of dissemination activities (details in project description)
- Coordination with Operativna Sotsiologiya activities
- Participation in UKRAINETT Plus network meetings, conferences, seminars and other events (online and/or offline)
- Facilitating and updating the web-page of the PLUS network in Ukraine

The project tasks to be undertaken by the partner are specified in detail in Appendix 1.

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 has full responsibility for personnel and finances for internal staff associated with the Project. Said Partner is also responsible for filing the required reports for all personal allocations, and bears master-servant liability for internal employees involved in the Project.

The Partner is responsible for providing guidance and following up the work of internal employees involved in the Project, and will cooperate closely with the Project Owner and any other Partners on details regarding the design, execution and follow-up of the collaborative effort.

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

The Partner is under obligation to ensure that the individuals carrying out project activities on its behalf respect the rights and obligations set out in this agreement, and shall among other things draw up the agreements needed to safeguard the entitlement of said Partner to assume all rights to project results as well as rights to the utilisation of these results.

The partner is required, in so far as possible, to ensure storage of peer-reviewed scientific articles based on research that is partially or wholly funded by the Research Council in appropriate, open-access digital archives, assuming that storage of this type does not conflict in any way with the author's academic and legal rights.

### 3 Payment

The Partner can receive funding for the Project according to the following schedule (in NOK), the total per partner in this table is absolute and includes all incurred project costs, including travel and other expenses.

The agreed budget is in Norwegian Kroner (NOK) and invoice specifications must be in NOK and without VAT.

The invoice will be paid in an agreed upon currency (either EURO or USD), that the recipient's bank accepts. Norges bank's (the Central bank of Norway) exchange rate on the date of OsloMets receipt of the invoice will be used.

#### V. N. Karazin Kharkiv National University

2024	2025	2026	Total (NOK)
81.000	81.000	81.000	243.000

The Consortium Participants may invoice once or twice annually, and a final invoice for the year must be received no later than December 15th of the applicable calendar year. The annual invoiced amount must correspond to actual annual costs within the frame of the budget. Invoices meeting these criteria will be paid by the Project Owner within 30 days from the date of invoice. A final invoice must be received by the Project Owner no later than 14 days after the end of the Project.

#### Invoice address:

Oslo Metropolitan University  
Pb 4, St. Olavs plass  
0130 Oslo  
Norway

#### Foreign partners:

Invoices from foreign partners must be sent to [aadnea@oslomet.no](mailto:aadnea@oslomet.no), with copy to [ingunnka@oslomet.no](mailto:ingunnka@oslomet.no)  
Please specify detailed banking information on every invoice.

The invoice must be marked with the reference 7300 in order to be paid.

To receive the periodic disbursement, the Partner must meet the established progress requirements for the Project.

If the Partner recognises a need to make significant changes in its annual budget, or will not invoice according to the above-mentioned schedule, either due to under- or overspending, notice must be given to the Project Owner as soon as possible and no later than 15th of November the same year. Changes to Project Participant's annual budget will not require an amendment of the Collaborating Agreement.

### 4 Reporting, etc.

Scientific and financial reporting to RCN is carried out by the Project Owner. Collaborating partners conducting R&D activities must submit all project results, reports, and accounting documentation requested by the Project Owner. A precondition for the disbursement of funds is that research activity is carried out in accordance with the Project Description. Consortium participants are required to keep an overview of publications, media

outreach, presentations etc., which, along with a progress report, is to be submitted to the Project Owner upon request. The reporting is done according to deadlines set by RCN.

The Project Owner is responsible for ensuring that funds disbursed by RCN are managed in compliance with the Contract. The same applies to the disbursement of funds to be paid to the Partner. The Partner will receive their disbursements for this Project by sending an invoice of actual costs to NIBR, OsloMet. The invoice must include a specification of costs divided by the following cost categories: personnel and indirect costs and other operating expenses.

The Partner shall keep and report cost accounts as a basis for the preparation of the project accounts, cf. Sections 3 and 5 of the General Terms and Conditions for R&D Projects. Project funding and project costs must appear in the Partner's formal accounts. The Partner is under obligation to submit progress, financial and other reports at the request of the Project Owner, and to provide all information that the Project Owner needs to be able to manage the Project and fulfil its obligations to the Research Council.

## **5 Use of sub-contractors**

The Partner may, with the consent of the Project Owner, turn the performance of certain tasks over to a sub-contractor. The Partner is nonetheless responsible vis-à-vis the Project Owner for all obligations which said Partner has assumed under the provisions of this Collaboration Agreement.

## **6 Ownership of research infrastructure**

Unless otherwise agreed in writing, the Project Owner owns the research infrastructure purchased with project funds and debited to the project accounts. The Project Owner is under obligation to place the research infrastructure at the disposal of the Partner at no charge if this is necessary to the Partner's participation in the performance of the Project.

## **7 Rights to project results**

Unless otherwise agreed in writing, each of the parties will have the ownership rights to the project results produced by that party, its employees or suppliers.

The parties shall sign a separate agreement regarding the rights to any project results produced by several parties in a collaborative effort. This must be formulated to ensure that the undertakings taking part in the project do not receive indirect state aid, as is set out in the EFTA Surveillance Authority's guidelines for state aid for research and development and innovation Sections 25 and 28.1

The parties shall keep each other mutually informed regarding the project results achieved.

For the duration of the agreement 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.

The background that is considered relevant upon entry into force of the Collaboration Agreement is specified in Appendix xx. If one of the parties wishes to make background available to the Project over and above that described in this appendix, this must be approved by the other party. Any results from the Project that do not

comprise background pursuant to the appendix and are not approved by the other party as background, will automatically be assigned the status of project results.

For the duration of the agreement period, the parties must have access at no charge to the project results that are produced under the Project and that are necessary for implementing their own work in the Project.

With regard to commercial utilisation, the parties must have access to the project results and background brought in to the Project according to the agreed upon terms, when this is necessary in order to utilise their own project results.

Each of the parties is under obligation to protect its own project results that may have commercial value.

Each of the parties is under obligation to ensure that the project results are utilised within a reasonable period of time, given the characteristics of the particular industry, the market and the specific field of research, as well as the product's development time frame, useful economic life and utilisation opportunities. If the party holding the rights to the project results does not achieve such utilisation, the other party is entitled to utilise the results on the basis of the conditions agreed between the parties.

## **8 Publication of project results**

Project Results shall be published as rapidly as possible in adherence with the ethical principles and professional standards essential for the responsible practice of research. Publications are subject to rigorous peer-review processes, and reference to RCN support must be included in all external information about the project. Collaborating Participants are required to continuously keep record of all dissemination and communication activities, as well as publications, and submit this to the project leader upon request. The dissemination measures and communication plans specified in the contract between the Research Council and the Project Owner shall be implemented.

A Project Participant is entitled to publish Project Results to which they themselves have ownership. Consortium Participants with joint ownership of Project Results may publish these jointly. Authorship and contributorship shall be specified in line with the principles of the Vancouver protocol (<http://www.icmje.org/>).

The Consortium Participants will share copies of manuscripts for publication with the other Consortium Participants at least 14 days prior to that manuscript being submitted for publication. The Consortium Participants liaise with each other in good faith and in accordance with good academic practice to ensure that publication occurs quickly and with the appropriate acknowledgements for those involved, as well as taking into consideration any issues raised by a Consortium Participant on a proposed manuscript. Any request to edit the content of a manuscript shall not affect the scientific and academic quality of the publication.

The Consortium Participants must ensure that all scientific publications based on or about Project Results are published in accordance with RCN open access requirements (ref. Appendix 1 Section 10). Furthermore, all research-generated data, including all data that forms the basis for publications, must be stored in a secure digital archive. Such archiving is to be carried out as soon as possible and at the latest two years following the conclusion of the project period.

## **9 Confidentiality**

Collaborating partners are under obligation to refrain from disclosure of any confidential information which they have received from other consortium participants acquired in connection with the Project and store this information in a secure manner. Confidential information shall not be revealed to others or published without prior written consent from the board or the rightsholders, if any. This provision does not include disclosure of Confidential Information to employees, including contractors, when access to such Confidential Information is necessary to perform tasks under the Project or to utilise Project Results. Nor does it preclude the sharing of confidential information with the Research Council in connection with reporting requirements under the contract, or with the authorities and/or the courts, pursuant to current legislation.

The following information is not considered to be Confidential Information:

- a) information already known to the Consortium Participant in question at the time it was received;
- b) information that is or becomes generally known in a manner other than through breach of confidentiality under this Consortium Agreement;
- c) information received from a third Consortium Participant with no known confidentiality obligations;
- d) information developed by a Consortium Participant without the use of Confidential Information.

## **10 Duty to inform**

The Partner is required to notify the Project Owner immediately regarding all circumstances of significance to the collaboration, including in the event a person or an undertaking outside the European Economic Area assumes a controlling interest in the Partner.

## **11 Liability for injury or losses**

Each of the parties is itself liable for losses or damages ensuing from its own actions or oversights.

Each of the parties is required to inform the other of any claim that has been filed against that party for indemnification or the like related to the Project or sub-projects.

## **12 Duration**

The Collaboration Agreement will enter into force from the date on which it has been signed by both parties, and will remain in force until the R&D Project Agreement with the Research Council is terminated, cf. General Terms and Conditions for R&D Projects issues by the Research Council ("contract period").

## **13 Choice of law, etc.**

This agreement is subject to Norwegian law. Attempts shall be made to resolve any disputes by negotiation or voluntary mediation. In the event such attempts do not succeed within one month after negotiations have been requested, the dispute may be brought before the ordinary courts.

In the event that both parties are public institutions, any disputes shall be submitted to the Norwegian Ministry of Education and Research, which will determine how the dispute will be resolved.

## 14 Signatures


Place/date: Kharkiv

  
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Borys Samorodov  
Vice-Rector for Research and Teaching;  
Doctor of Sciences in Economics, Full Professor  
V.N.Karazin Kharkiv National University



Place/date: Oslo

  
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Geir Heierstad  
Institute Director  
Norwegian Institute for Urban and Regional  
Research (NIBR), Oslo Metropolitan University

OSLOMET

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