

Collaborative Agreement on Joint Research Project (‘the Collaborative Agreement’)

By and between

Aalborg University (hereinafter referred to as ‘AAU’)
VAT No. 29102384
Department of Civil Engineering
Post Office Box 159
9100 Aalborg
Denmark

and

Roskilde University (hereinafter referred to as ‘RUC’)
VAT No. 29057559
Universitetsvej 1
4000 Roskilde
Denmark

and

Aarhus University (hereinafter referred to as ‘AU’)
VAT No. 41826614
Norde Ringgade 1
8000 Aarhus C
Denmark

and

Nationalmuseet (hereinafter referred to as ‘NatMus’)
VAT No. 22139118
Frederiksholms Kanal 12
1220 København K
Denmark

and

Danmarks Tekniske Universitet (hereinafter referred to as ‘DTU’)
VAT No. 30060946
Anker Engelunds Vej 101 A
2800 Kgs. Lyngby
Denmark

1. Basis for the Agreement

1.1 ‘Party and Parties’ shall mean AAU, RUC, AU, NatMus, and DTU individually and collectively.

1.2 This collaboration shall be governed by this Collaborative and the additional appendices mentioned below. The Collaborative Agreement may be used for research collaboration on non-commercial terms with another institution, e.g. universities, research institutes and hospitals.

2. Purpose

2.1 The sole purpose of the collaboration is to conduct work within the VELUX center “MarinePlastic – The Danish center for research into marine plastic pollution” (‘the Purpose’).

2.2 In order to achieve the Purpose, the Parties have described the contents of and the framework for the collaboration (the ‘Research Project’) in Appendix 1 (the ‘Project Description’), including all activities in the Research Project and the time schedule for the individual project stages.

(In the event that the Research Project is a part of another research project, including e.g. a PhD study, it must clearly appear from this Collaborative Agreement (guiding italic text shall be removed before signing the Collaborative Agreement)).

2.3 The Research Project shall be performed in accordance with the Purpose. The Parties are obligated to promote the Research Project diligently. The Research Project, including the activities and the distribution thereof, the time schedule and the Budget cannot be changed without prior explicit written agreement between the Parties.

2.4 During the term of the Research Project, the Parties grant each other free access to use their respective Foreground Information for the purpose of completing the Project. The same applies to relevant Background Information to the extent that the Parties are at liberty to grant access rights to Background Information.

2.5 Each Party shall be responsible for ensuring that its performance of activities hereunder is in compliance with any local laws and regulations.

3. Specifically on PhD students

3.1 In the event that the Research Project involves a PhD student enrolled at AAU, RUC, AU or DTU, the Research Project shall be performed in accordance with the Danish Ministerial Order on the PhD Programme at the Universities and Certain Higher Artistic Educational Institutions in force at the time in question (Ministerial Order No. 1039 of 27 August 2013 or later amended consolidation acts).

3.2 Enrolment of a PhD-student at AAU, RUC, AU or DTU is subject to the condition that the candidate is found to have the required educational and academic qualifications, and that a pre-approval of the candidate has been issued by the PhD school.

4. Financing and payment

4.1 The complete budget for the entire Research Project, including the distribution of funds between the Parties, is stipulated in Appendix 2 (the 'Budget'). Terms for all relevant payments are also stated in Appendix 2.

4.2 Each Party covers the expenses that such Party may incur beyond the limits set in the Budget.

4.3 Payment of the financial contribution, including payments in accordance with the Budget, shall be made pursuant to invoice thirty (30) days after demand, unless the due date has already been set. Late payment is subject to default interest in accordance with the Danish Interest Rate Act (Act no. 459 of 13/05/2014 or later amended consolidation acts).

4.4 In the event that the Research Project is based on a grant from a third party and it is stipulated in the grant conditions that financial reporting shall be submitted to the third party, such financial reporting shall be submitted in accordance with the guidelines below, unless otherwise is set forth in the grant conditions:

4.4.1 Each Party shall draw up accounts based on the expenses such Party has incurred in the Research Project and in accordance with the grant conditions. The accounts of AAU shall be signed by AAU's chief financial officer as the head of the institution's accounting division. In the event that a Party is a public authority or institution that is subject to the Danish National Financial Guidelines, the Party's accounts shall be signed by the Party's head of the accounting division. In the event that the Party is not subject to the Danish National Financial Guidelines, the accounts shall be accompanied with an auditor's statement from a state authorised public accountant.

5. Duration

5.1 The Research Project shall commence on 01 February 2019 and shall terminate on 01 February 2023.

6. Organisation and staffing of the Research Project

6.1 The organisation and staffing of the Research Project shall appear in Appendix 1. The Appendix shall explicitly describe the names of the Party's employees allocated to the Research Project and the name of each Party's appointed project manager, as well as the names of the members and chair of the Steering Committee.

6.2 Each Party shall appoint a project manager who shall be responsible for the daily management and performance of the Party's activities and for the daily coordination between the Parties. The project managers are not authorized to make any changes to the Research Project.

6.3 The Parties shall jointly establish a steering committee for the Research Project (the 'Steering Committee'). Each Party appoints 1 member(s) to the Steering Committee. In the event the Research Project is based on a grant from a third party, the grant holder shall appoint the chair of the Steering Committee. If the Research Project is not based on a grant from a third party, AAU shall appoint the chair of the Steering Committee among its own member(s).

6.4 The Steering Committee shall be responsible for following and monitoring the Research Project in order to ensure that the Research Project is carried out within the Purpose and in accordance with Appendix 1.

6.5 The Steering Committee shall constitute a quorum when all members of the Steering Committee are present or represented by another member by proxy. Decisions shall be made by simple majority. In the event of a parity of votes the chair's vote shall be decisive. A Steering Committee member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.6 The Steering Committee shall meet whenever it is needed, however, at least 2 time(s) a year.

6.7 The Parties can replace their own members of the Steering Committee at any time.

7. Publication

7.1 The Parties shall enjoy the unrestricted right to publish their own Foreground Information for example in scientific works and journals and pursuant to the traditions of the area of research in question. Publication of the other Party's Foreground Information requires that Party's consent. Foreground Information jointly owned by the Parties can be published individually by any of the Parties notwithstanding that the other Party may not wish to participate in the publication.

7.2 Before any publication, e.g. submission for review in connection with a conference, scientific journal or publishing company, the other Party shall receive a draft for review for 14 days. The non-publishing Party is entitled to comment on the academic contents of the draft as well as suggest specific amendments, provided however, that the publishing Party alone shall decide the final wording and content of the text. If the non-publishing Party discovers that the draft contains Confidential Information demonstrably controlled by the non-publishing Party and disclosed to the Publishing Party in the course of the performance of the Research Project, such Confidential Information shall be removed by the publishing Party prior to publication. In the event of the preparation and submission of a patent application or an application for registration as a utility model, each Party may demand any publication be postponed for an adequate period of time, which, however, may not exceed three (3) months from the date of receipt of the draft for review.

7.3 In the event that the Collaborative Agreement involves PhD students the Parties agrees and fully accepts that each PhD student is subject to an obligation to disseminate with regards to Foreground Information, and that the PhD thesis shall be subject to a public defence, cf. the Danish Ministerial Order on the PhD Programme at the Universities and Certain Higher Artistic Educational Institutions.

8. Confidentiality

8.1 'Confidential Information' shall mean information disclosed between the Parties as part of the Research Project and is clearly marked 'confidential', or if disclosed orally, is written down by the controlling Party, marked 'confidential' and sent to the receiving Party within fourteen (14) days after the time of disclosure, together with information that is obviously of a confidential nature.

8.2 Confidential Information shall be kept confidential by the receiving Party, and may not be disclosed to any third party without the prior written consent of the controlling Party. Each Party shall endeavour to keep to a minimum the amount of information that is disclosed to the other upon which restrictions are imposed.

8.3 Confidential Information does not comprise information, that:

- at the time of receipt was published or in any other way made available to the public,
- after the time of receipt has been published or made available to the public other than by neglect of this obligation of confidentiality,
- already at the time of receipt was in the rightful possession of the receiving Party without any restrictions,
- rightfully has been disclosed by a third party, or
- is generated by the receiving Party independently of the Research Project.

8.4 This obligation of confidentiality shall cease no later than three (3) years from the time of receipt.

8.5 The Parties fully accept that Confidential Information may be disclosed to a granting third party to the extent necessary. In addition, the Collaborative Agreement does not prevent the receiving Party from disclosing Confidential Information to the extent that the receiving Party is required to do so according to statute, judicial order or binding legislation act. Confidential Information covered by this section 8.5 shall still be considered Confidential Information to the extent that it does not become public as a result hereof. The receiving Party shall as soon as possible notify the controlling Party of disclosure in accordance with this section to enable the controlling Party to protect its interest to the maximum feasible extent.

9. Right and title

9.1 Background Information

'Background Information' shall mean technology, know-how, materials and information, including inventions, improvements, discoveries, Software, etc., whether patentable, registerable or protected by copyright or not, that are generated or controlled by the Parties before the beginning of the Research Project.

9.1.1 All rights and title to Background Information shall remain with the Party that owns or controls such Background Information at the time of entering into this Collaborative Agreement.

9.1.2 Background Information shall be made available for the performance of the Research Project on a free of charge, non-exclusive basis. If Background Information is not publicly available or its use is protected by law it may only be used in accordance with the Purpose of the Research Project

9.1.3 To the extent that Background Information is considered Confidential Information, such Background Information shall be treated in accordance with the provisions of section 8.

9.2 Foreground Information

'Foreground Information' shall mean technology, know-how, materials and information, including inventions, improvements, discoveries, software, etc., whether patentable, registerable or protected by copyright or not, that are generated as part of the Research Project.

'Patentable Foreground Information' shall mean Foreground Information that may be patented or registered as a utility model in accordance with Danish legislation and thus for AAU falls within the scope of the Act on Inventions. 'Act on Inventions' shall mean Danish Act No.347 of 2 June 1999 on Inventions at Public Research Institutions, including later amendments.

9.2.1 Rights and title to Foreground Information shall be vested solely in the Party who has generated such Foreground Information.

9.2.2 Rights and title to Foreground Information that has been generated jointly by the Parties shall be vested jointly in the Parties with shares equivalent to each Party's intellectual contribution.

9.2.3 The Parties are obliged to inform each other within a reasonable time if Patentable Foreground Information has been generated.

9.3 Non-commercial Exploitation of Patentable Foreground Information

9.3.1 The Parties reserve the right to use their own Patentable Foreground Information, including Patentable Foreground Information vested in the Parties jointly, for academic purposes, including for educational purposes as well as in connection with collaboration with a third party, provided, however,



always that the third party shall never attain direct access to the Patentable Foreground Information owned jointly by the Parties.

9.4 Other exploitation rights

9.4.1 The Parties shall have a non-exclusive, perpetual, worldwide right to utilise, free of charge, any Foreground Information that cannot enjoy protection by the Danish Patent Act or other specific legislation on intellectual property rights for commercial and non-commercial purposes.

9.4.2 The Parties may not without the prior written consent of each other either directly or indirectly refer to each other or each other's employees in connection with any marketing activities, or generally exploit each other's name.

9.5 Reservations

Exploitation rights granted in section 9 are subject to the limitations set forth by mandatory law, including but not limited to data protection regulation and export control regulation.

10. Duration and termination

10.1 The Collaborative Agreement shall enter into force by the Parties' signature to the Collaborative Agreement with effect from the beginning of the Research Project and shall expire when the Research Project expires as stated in section 4 of the Collaborative Agreement.

10.2 The Collaborative Agreement may be terminated by the Parties at a three (3)-month notice to the end of a month. The validity of the termination is subject to the condition that it is submitted in writing and signed by an authorized person of the terminating Party, which for AAU applies to persons covered by section 16 of the Collaborative Agreement. During the notice period, the terminating Party shall either loyally continue its contribution to the Research Project and activities hereunder or pay to the other Party in cash an amount corresponding to the Party's contribution in accordance with the Research Project. The Party who terminates the Collaborative Agreement shall pay any additional expenses incurred by the other Party as a direct consequence of the termination and which the other Party has no possibility of preventing. The Parties have no other claims against each other as a result of the termination.

10.3 Each Party shall be entitled to terminate the Collaborative Agreement at a one (1)-month notice to the end of a month in the event that the employee(s) of such Party allocated to the Research Project, due to long-term illness or the like, become(s) unable to perform his/her/their tasks connected to the Research Project or in the event that his/her/their employment(s) terminate(s), no matter the reason. The right to terminate the Collaborative Agreement is subject to the condition that the terminating Party is not able to allocate other competent employees to the Research Project.

10.4 In the event that the Collaborative Agreement involves a PhD student enrolled by the other Party, the Collaborative Agreement may only be terminated if the terminating Party pays the full amount in accordance with the Budget. However, this section only applies to the extent that the Party was obligated to participate in the financing of the PhD student in the first place, as specified in the Budget.

10.5 Notwithstanding the termination of the Collaborative Agreement, the sections that explicitly given their content are expected to survive the termination of the Collaborative Agreement shall remain in full force and effect, including but not limited to relevant parts of sections 7-16.

11. Breach of Agreement

11.1 In the event that a Party breaches its obligations according to the Collaborative Agreement, the Party in breach of its obligations is required to remedy such breach within thirty (30) calendar days from the date of receipt of written demand. If the breach is substantial and is not remedied within that period, or if the breach is not capable of being remedied within that period, the Collaborative Agreement may be terminated with immediate effect.

11.2 Examples of a substantial material breach are overdue payment of financial contributions.

12. Liability

12.1 The Parties shall be liable in accordance with the ordinary rules of liability in Danish law. The Parties shall however not be held liable for any indirect losses, consequential damages, operating losses, lost earnings or other economic consequential losses, including claims of a third party, unless caused by an intentional act or omission, or by breach of the confidentiality obligations in section 8. Except in the case

of gross negligence or intentional acts or omissions, a Party's collective liability shall in all respects be limited to an amount of DKK 500,000 per Party, cf. however section 12.3.

12.2 In respect of any of the Research Project, no warranty or representation of any kind is made, given or implied. Consequently, a Party shall not be liable in the event that:

- the Research Project does not lead to the expected or desired results, that the Foreground Information cannot be used or that the time schedule is exceeded,
- Foreground Information used by the other Party causes infringement of third party rights,
- Foreground Information in the form of software is not based entirely or partly on open source software.

12.3 The Parties shall not assume any liability with regards to the other Party's exploitation of Foreground Information. Thus, the Parties shall not be held liable in the event of product liability or infringement of the rights of any third party caused by the other Party's commercial exploitation. Furthermore, the exploiting Party shall indemnify the other Party against any claims from a third party resulting from such exploitation. Such indemnity is not limited by the liability cap in section 12.1.

13. Force Majeure

13.1 None of the Parties are responsible for non-fulfilment of their obligations in accordance with this Collaborative Agreement where fulfilment is prevented by extraordinary circumstances which the Party in question has no control over and which the Party neither could nor should properly have foreseen when signing the Collaborative Agreement and neither should have avoided nor overcome. These extraordinary circumstances include for example changes to public regulation.

13.2 If the above-mentioned force majeure event lasts for more than sixty (60) days, the other Party is entitled to terminate the Collaborative Agreement with immediate effect.

14. Transfer of the Agreement to a Third Party

14.1 Rights and obligations in accordance with this Collaborative Agreement cannot be transferred to a third party without the written consent of the other Party.

15. Choice of Law and Venue

15.1 The Collaborative Agreement shall be governed by Danish Law, however with the exception of international private law and rules concerning choice of law, to the extent that such rules would lead to the application of another country's law.

15.2 Any dispute between the Parties arising from this Collaborative Agreement, including interpretation and application of the Collaborative Agreement, that cannot be settled amicably by the Parties shall be tried by the Court of Aalborg as the court of first instance. Disputes concerning intellectual property rights may however in accordance with the rules in the Danish Administration of Justice Act be tried by the Maritime and Commercial High Court of Denmark.

16. Authority to sign

16.1 This Collaborative Agreement shall only be valid if it is signed by a person authorized to legally bind AAU. Such authorized persons are the Rector, the Pro-rectors and the Head of Grants and Contracts.



Signatures

For **RUC**
Place/date

Susanne Sørensen, Head of Department
Department of Science and Environment

Christian Hestbæk, Head of Secretariat
Department of Science and Environment

For **AU**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **NatMus**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **DTU**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **AAU**
Place/date

Jes Voltersen, Project Manager

Signatures

For **RUC**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **AU**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **NatMus**
Brede/January 11, 2019



Peter Rasmussen, Head of Environmental
Archaeology and Materials Science

[Insert name and title of authorised signatory]

For **DTU**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **AAU**
Place/date

Jes Voltersen, Project Manager



Signatures

For **RUC**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **AU**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **NatMus**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **DTU**
Place/date

Lyngby, 14.1.19

Fritz Köster, Head of Department at DTU Aqua

Thomas Højlund Christensen, Head of Department at
DTU Environment

For **AAU**
Place/date

Jes Voltersen, Project Manager

Signatures

For **RUC**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **AU**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **NatMus**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **DTU**
Place/date

Fritz Köster, Head of Department at DTU Aqua

DM: 16/1/2019

Thomas H. Christensen

Thomas Højlund Christensen, Head of Department at
DTU Environment

For **AAU**
Place/date

Jes Voltersen, Project Manager

Signatures

For **RUC**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **AU**
Roskilde, 18/12 - 2018



Peter Henriksen, Head of Department of Bioscience

[Insert name and title of authorised signatory]

For **NatMus**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **DTU**
Place/date

[Insert name and title of authorised signatory]

[Insert name and title of authorised signatory]

For **AAU**
Place/date

18-12-18



Jes Voltersen, Project Manager



AALBORG UNIVERSITY
DENMARK

19/12-2018

Peter Frigaard

Peter B Frigaard, Head of Department

Aalborg 18/12-18

Nina Schjoldager

Nina Schjoldager, Head of Grants & Contracts

List of Appendices

Appendix 1: Project Description (Hovedansøgning)

Appendix 2: Budget

Appendix 3: Grant agreement from VELUX FONDEN with accessory appendices