



COLLABORATION AGREEMENT

between

Høgskulen på Vestlandet – Western Norway University of Applied Sciences (HVL) [917 641 404] – «Project Coordinator»

and

Eastern University, Sri Lanka - “Collaborating Partner”

The Project Coordinator and the Collaborating Partners are referred to individually as a Party and jointly as the Parties

1. General provisions

This agreement, hereinafter referred to as the Collaboration Agreement, regulates the rights and obligations of the Parties to the HK-dir project “Higher education and Research collaboration on Nanomaterials for Clean Energy Technologies 2.0 (HRNCET 2.0), NORPART-2021/10095”, hereinafter referred to as the Project.

Appendix 1: The contract between HK-dir and HVL

Appendix 2: Application including Project Description and Budget

2. Duration

The Collaboration Agreement is in effect from the time the Parties have signed until the Project is completed (“Project Period”). After this, the Collaboration Agreement automatically terminates with the exception of the provisions on Project Background, Project Results, Publication, Confidentiality, Liability and Choice of law (clauses 6, 7, 8, 9, 12 and 14).

3. Contact information

Institution	Scientific	Administrative
Høgskulen på Vestlandet – Western Norway University of Applied Sciences	Prof. Velauthapillai, Dhayalan vdh@hvl.no	Dolve, Maria Helena Meyer mhmd@hvl.no

Eastern University, Sri Lanka	Mr. S. Loheeswaran loheeswarans@esn.ac.lk	Dr.C.Y.Thangarajah, Coordinator/ International Affairs Division, EUSL coordinator_iad@esn.ac.lk ar_iad@esn.ac.lk
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4. Obligations of the Parties

The Project Coordinator has the overall responsibility to ensure that the Project is carried out in accordance with the Project Description and the Budget.

The Parties are obliged to contribute to the implementation of the Project in accordance with the Collaboration Agreement and the Project Description.

The Parties are obliged to comply with applicable laws and regulations, as well as rules and guidelines that are relevant to the implementation of the Project, including ethical rules and guidelines as well as recognized quality standards and norms.

The Parties have personnel and financial responsibility for their own personnel associated with the Project and each of the Parties has employer responsibility for their own employees in the Project. The Parties shall guide and follow up the work of their own staff in the Project, and shall co-operate on the further facilitation, execution and follow-up of the collaboration. Any use of fellows must be agreed separately.

A Collaborating Partner may, with the consent of the Project Coordinator, entrust the execution of certain tasks to a subcontractor. In such cases, the Collaborating Partner is fully responsible for the performance of these tasks in the same way as if the Collaborating Partner was responsible for the execution.

The Project Coordinator retains ownership of the research infrastructure purchased with the Project's funds, unless otherwise is agreed in writing.

The Parties are obliged to ensure that everyone who performs work in the Project on their behalf respects the rights and obligations in the Collaboration Agreement.

4.2 Overview of obligations

The Collaborating Partners shall place the following Project-related personnel at the disposal of the Project in accordance with the Project Description:

Overview of the Parties' main responsibilities during the project period

Western Norway University of Applied Science (HVL)	<ul style="list-style-type: none"> HVL will have the main responsibility for the total project: budget, transfer of funds, administration, reports and ultimately the projects outcomes. HVL will have the financial, legal and administrative responsibilities. HVL will also have the overall responsibility for all the WP's.
Eastern University,	<ul style="list-style-type: none"> EUSL will be involved in joint higher education and research activities

Sri Lanka (EUSL)	
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If a change of Project-related personnel is necessary, the Project Coordinator must be contacted in advance and the new Project-related personnel approved by the Project Coordinator. This approval is not to be unreasonably withheld.

5. Financing

5.1 Distribution of funding

The Project Coordinator receives and administers HK-dir's financial contribution to the Project.

Each of the Parties shall, in accordance with its own audit and management principles, be fully responsible for documenting its Project costs. Documentation must be provided at the request of either the Project Coordinator or the HK-dir.

A Party that uses less than the allocated share of the Project funds will only be reimbursed for its actual and justified costs in accordance with the Project Description. A Party that uses more than the allocated share of the Project funds will only have actual and justified costs covered upwards limited to the size of the allocated share of Project funds.

Funds received which a Party cannot document as being actual and justified costs in accordance with the Project Description shall be reimbursed.

5.2 In-Kind

Parties contributing In-kind to the Project shall report the actual and justified costs associated with such to the Project Coordinator. Such reporting shall occur in connection with invoicing, or in accordance with what has been agreed in the Project Description.

5.3 Payments

The first disbursement will be an advance payment. The remaining payments will be disbursed by receipt of documentation such as certified copies of invoices and/or receipts. Working hours must be documented in a time sheet and/or confirmed at Department level.

All funds will be paid to the Partner in Norwegian kroner (NOK).

The Partners are responsible for providing the Project Coordinator with correct payment information, giving due notice if changes in payment information should occur. Alternatively, the Collaborating Partners can invoice the Project Coordinator.

All invoices shall be marked "code 465020 and 'project no. 6001222 and submitted to HVL. Payment is due net per 30 days from invoice date

Invoices should be made out to HVL's online invoice address: **0192:917641404**. This address supports the PEPPOL BIS Billing 3.0 standard. If the Collaborating Partner is not able to send the invoice electronically, then invoice can be sent by email as a PDF attachment to: faktura@hvl.no.

The transfer of funds is conditional on funding from the HK-dir, the fulfillment being in accordance with the Collaboration Agreement, and any progress reports due at the time of invoicing having been submitted.

6. Project Background

Project Background is the knowledge, including intellectual property rights, which a Party brings to the Project.

The right of ownership to any Project Background brought into the Project by a Party shall remain with the Party that brought it in.

Any result of the Project which is not Project Background has automatic status as a Project Result.

The Parties shall have a royalty-free right of use to Project Background that is necessary for the implementation of their own work in the Project.

The Parties' access rights to Project Background that is necessary to be able to utilise their own results from the Project commercially, shall be granted on the basis of Fair and Reasonable Conditions.

Fair and Reasonable Conditions are appropriate conditions, including financial terms 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 Background to which access is requested, financial and non-financial contributions, as well as the scope, duration or other characteristics of the exploitation envisaged. The terms of the exploitation agreement shall be formulated to ensure that the undertakings participating in the Project do not receive indirect state aid, as set out in the EFTA Surveillance Authority's guidelines for state aid for research, development and innovation Section 28, paragraph b), c) or d).

7. Project Results

7.1. Ownership

Project Results are all results produced or achieved through the work carried out under the Project, including intellectual property rights, regardless of whether or not the results are protected by law.

The ownership rights to Project Results shall accrue to the Party that has generated them.

If two or more Parties have generated the Project Results collaboratively, and the Project Results in question cannot be separated, they shall have joint ownership of these. The Parties' undivided share shall correspond to the respective Party's proportionate intellectual contribution to the Project Results in question.

Parties that are research institutions shall have a royalty free right to use the Project Results for educational and research purposes.

8. Publication

The Parties have the right to publish their own Project Results. The Project Results shall be disseminated as quickly as possible.

9. Confidentiality

Confidential Information includes information, documentation or materials given in writing or in any other form and marked "confidential", or as given orally and stated to be confidential, provided that this is confirmed in writing by no later than 14 days after the information in question was given.

During the Project Period, and for a subsequent period of three years, the Parties are obliged to keep confidential all Confidential Information of which they become aware in connection with the Project, and to keep it in a secure manner. Confidential Information shall only be used to perform tasks in the Project and to utilize Project Results, or as agreed with or provided by the disclosing Party.

The Parties shall ensure that all employees and third parties, including affiliated entities, suppliers and subcontractors, who are granted access to Confidential Information are made aware of and comply with the above confidentiality obligation. If necessary, a separate confidentiality agreement can be entered into with the same content as in this section.

The following information is not considered Confidential Information:

- a) Information that was already known to the Party in question at the time it was received.
- b) Information that is or will be generally known in other ways than in the event of a breach of a confidentiality obligation under this Collaboration Agreement.
- c) Information received from third parties without known confidentiality obligations.
- d) Information developed by a Party without the use of Confidential Information.

The confidentiality obligation shall not prevent the publication of Project Results in accordance with the provisions in this Collaboration Agreement. The confidentiality obligation shall not prevent the statutory disclosure to courts and other public authorities, and disclosure pursuant to the Norwegian Freedom of Information Act. The Party providing such information shall be notified when doing so.

10. Changes to the Collaboration Agreement

Each of the Parties may propose changes to the Collaboration Agreement, if the changes are within the framework of the Project. Such changes must be based in an agreement between the Parties and must be made in writing.

11. Duty to inform

The Parties are obliged to inform each other of all matters of importance to the co-operation, including if a person or an undertaking outside the EEA area takes control over a Party.

12. Liability

12.1. No warranties

The Parties do not warrant that information or materials (including Project Background and Project Results) that they provide or make available to the other Parties in the Project are error-free, complete, suitable for a specific purpose or applicable to the recipient's needs. Furthermore, the Parties do not guarantee that such information or materials do not violate, or will not violate, the intellectual property rights or other rights of third parties. The Parties are required to immediately notify the other Parties if they become aware of, or have reason to believe, that a violation of third party rights has occurred or may occur.

A Party that receives or makes use of such information or material as set out in the first paragraph shall be entirely and solely responsible for the use of this. A Party that grants access rights shall not be held liable for any violations of the intellectual property rights or other rights of third parties as a result of another Party exercising its access rights.

12.2. Breach of contract

If one of the Parties breaches the obligations of this Collaboration Agreement, the defaulting Party shall rectify the matter within 30 days of receiving a written warning.

If a Party's default is not rectified within the above deadline, or the defaulting Party is deemed not to be able to rectify the default within the time limit, the default may be considered a material breach.

In the event of a material breach, the Collaboration Agreement may be terminated with immediate effect for this Party. Any disbursed, unused funds received as part of the performance of tasks in the Project shall be repaid.

A defaulting Party shall also cover any additional costs that the other Parties incur as a result of the default.

12.3. Limitation of liability

A Party's liability under the Collaboration Agreement shall be limited upwards to an amount corresponding to the value of the relevant Party's contribution to the Project as specified in the budget.

However, the Parties shall not be liable to each other for indirect losses or consequential damages, including, but not limited to, loss of revenue or sales.

The limitations of liability do not apply where the loss or damage is due to a grossly negligent or intentional act on the part of the defaulting Party.

The provisions of the Collaboration Agreement do not change or limit the Parties' general liability in accordance with Norwegian law, such as liability for damage to another person's property or injury caused to a third party.

12.4. Injuries caused to third parties

Each Party is responsible for all losses, property damage and personal injury incurred by a third party as a result of the Party's performance of its obligations in this Collaboration Agreement, or from the Party's use of Project Background or Project Results.

12.5. Reporting of loss and damage

Each Party shall notify the Project Coordinator of any Project-related claim for compensation etc. which is raised against them.

12.6. Force majeure

Force Majeure are the unforeseeable and extraordinary circumstances outside the control of the Parties.

None of the Parties shall be held liable for breach of obligations under the Collaboration Agreement due to Force Majeure. The Parties shall immediately notify the Project Coordinator if a situation of Force Majeure arises. If such impediments continue or are expected to continue for more than six weeks, or if they will have serious consequences for other Parties' implementation of the Project, the Project Coordinator may decide to redistribute Project tasks.

13. Data protection

Each Party commits itself to respect applicable data protection laws (the European General Data Protection Regulation and relevant national data protection law applicable to said Party), (the "Data Protection Laws").

Where necessary, the Parties shall furthermore cooperate in order to enable one another to fulfil legal obligations arising under Data Protection Laws within the scope of the performance and administration of the Project and of this Collaboration Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing or data sharing agreement before any data sharing or data processing takes place.

14. Choice of law and legal venue

This Collaboration 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, with Bergen District Court serving as the legal venue.

15. Signatures

This Collaboration Agreement is signed and is digitally distributed.

For Høgskulen på Vestlandet – Western Norway University of Applied Sciences

Signature 


Name Dr. Gro Anita Fonnes Flaten

Position Pro-Rector of Research




23 Jul 2022

Vice Chancellor
Eastern University, Sri Lanka


23/11/2022

Place/Date

**For Eastern University
of Sri Lanka**

Signature



Professor V. Kanagasingam
Vice-Chancellor
Eastern University, Sri Lanka

Name

Prof. Vallipuram Kanagasingam

Position

Vice-Chancellor

Place/Date

J. Shiyala

Chandrasu
23/11/2022