

COLLABORATION AGREEMENT

between

NORCE Norwegian Research Centre AS, [919 408 049] - "Project Owner"

And the following "Partners"

1.	Nord University	Norway
2.	UiT The Arctic University of Norway	Norway
3.	Kola Science Centre of RAS, Institute for Economic Studies	Russian Federation
4.	Michael Kingston Associates	United Kingdom
5.	St. Petersburg State University	Russian Federation

(The Project Owner and Partners are individually referred to as a "Party" and jointly referred to as "the Parties")

1. Introduction

This Collaboration Agreement (hereafter "the Agreement") regulates the rights and obligations of the Parties taking part in the project: **Polar Code Implementation, Compliance and Enforcement (Polar ICE) 101648**, hereafter referred to as "the Project".

The Norwegian Polar Institute (NPI) has awarded a grant for the implementation of the Project. A contract to this effect ("the Contract") has been signed between the Project Owner and the NPI, cf. Appendix 1.

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The following attached documents are also part of the Agreement:

- Appendix 1: The Contract; R&D Project Agreement Document between the Norwegian Polar Institute and NORCE, and General Terms and Conditions for R&D Projects.
- Appendix 2: Project Description, Polar ICE
- Appendix 3: Annual Budget (2019) allocated to the Partner(s) and workplan 2019.
- Appendix 4: Relevant Background brought to the Project by the Project Owner and the Partner

In the event of contradiction between the Contract and the Agreement, the Contract shall prevail.

2. Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Key Terms in the General Terms and Conditions for R&D Projects from the Norwegian Polar Institute.

Background	The knowledge, including Intellectual Property Rights that the Project Owner and Partner bring into the project. The Background provided by the individual Party in the Project is specified in Appendix 4.
Intellectual Property Rights	All rights to technical solutions, methods, processes and procedures, regardless of whether or not these are or may be patented. This also includes all copyrights and other rights to trademarks, design, plant species, databases, integrated circuit layout designs, drawings, specifications, prototypes, company-internal secrets and the like.
Project Results	All results produced or achieved in connection with the Project, including Intellectual Property Rights, regardless of whether or not the results are protected by law.
Project Period	The time span during which the Project is to be performed, as specified in Appendix 1.

3. Duration

The Agreement takes effect immediately from the date of the signature of the last Party, and remains in force and effect until the Project has been concluded and the Parties have fulfilled all of their obligations in accordance with the Agreement. After this date, the Agreement terminates automatically with the exception of Sections 6, 7, 8, 11 and 13.

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4. Contact persons (name/email)The Project Owner's PI: Piotr Graczyk/pigr@norceresearch.noThe Project Owner's Administrative contact person: May-Britt Ellingsen/ mael@norceresearch.no**The Partners contact PI and Administrative contact:**

Partners:	Partner's contact PI	The Partner's Administrative contact
1. Nord University	Name: Gunnarsson, Bjørn Raspotnik, Andreas	Name:
	Email: bjorn.gunnarsson@nord.no andreas.raspotnik@thearticinstitute.org	Email:
2. UiT The Arctic University of Norway	Name: Hernes, Hans-Kristian	Name:
	Email: hans-kristian.hernes@uit.no	Email:
3. Kola Science Centre of RAS, Institute for Economic Studies, Russian Federation	Name: Ivanova, Ludmila	Name:
	Email: ivanova@iep.kolasc.net.ru	Email:
4. Michael Kingston Associates, United Kingdom	Name: Kingston, Michael	Name: Kingston, Michael
	Email: michaelkingston@michaelkingston.org	Email: michaelkingston@michaelkingston.org
5. St. Petersburg State University, Russian Federation	Name: Sergunin, Alexander	Name: Sergey Andryushin
	Email: sergunin60@mail.ru	Email: s.andryushin@spbu.ru

5. Obligations

5.1 Execution of the Project

The Project Owner has the overall responsibility for ensuring that the requirements in the Contract and the Project Description are met, and for fulfilling the obligations towards the NPI, including coordinating scientific and financial reporting.

The Partner will perform the tasks set down in the Project Description. The Partner may, with the consent of the Project Owner, turn the performance of certain tasks over to a sub-contractor, but is nonetheless responsible vis-à-vis the Project Owner for all obligations which the Partner has assumed under the provisions of the Agreement.

All Project activities will be carried out in accordance with commonly accepted research practices. The Parties shall comply with all applicable legislation and regulations, all rules and guidelines of relevance to the implementation of the Project, and rules and guidelines relating to ethical considerations and recognised quality standards and norms. The Parties are responsible for ensuring proper practices relating to health, safety and the environment are in place for Project activities.

Unless otherwise agreed in writing, the Project Owner will maintain ownership of all infrastructure purchased with Project funds and debited to the Project accounts. The Project Owner shall place the research infrastructure at the disposal of the Partner at no charge if this is necessary for the Partner's participation in the performance of the Project.

All progress reports and final reports to the NPI shall provide information regarding the status of the Project and any deviations relating to the Project, and shall be prepared and submitted by the Project Owner. The Partner shall without undue delay submit all reports and documents, including accounting documents, that the Project Owner requires to fulfil its obligations towards the NPI.

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

The Parties shall ensure that all individuals carrying out Project activities on their behalf respect the provisions set out in this Agreement.

5.2 Funding

The total estimated cost of the Project is described in the Contract, cf. Appendix 1. The Project Owner agrees to allocate funds to the Partner in accordance with the Annual Budget, cf. Appendix 3.

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The Project Owner may withhold any payments due to the Partner's breach of obligations under the Agreement.

The Partner will claim payment as specified in the invoice details, cf. Appendix 3. The Project Owner is to pay all invoices within 30 days of the date of the claim.

Invoices should be marked Polar Ice 101648 and sent to:
NORCE AS

Postboks 22 Nygårdstangen
5838 Bergen
Norway

E-post for faktura: fakturamottak@norce-research.no

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

6. Background

Background that is considered relevant upon entry of the Agreement is specified in Appendix 4. The ownership of Background will be maintained by the Party that brought it into the Project.

Appendix 4 will 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 4 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 may 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 will be negotiated between the Parties and regulated by written agreement.

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7. Project Results

7.1 Ownership

Each Party will have ownership rights to the Project Results produced and achieved 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 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 should as a minimum include a definition of the relevant Project Result and a detailed description of how the jointly owned Project Result shall be protected, defended, managed, funded and used.

Unless otherwise agreed between the joint owners the following will apply:

- each of the joint owners shall be entitled to use their jointly owned Project Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Project Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) fair and reasonable compensation.

The Parties will seek intellectual property protection of Project Results that may be of commercial value, to the degree that is deemed 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 owner's 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.

The Parties will inform each other in writing within one (1) month after a Project Result has been identified.

7.2 Access to Project Results

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

The Parties may have access at no charge to Project Results that are to be used for educational and research purposes.

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Any access not covered by the provisions above may be subject to terms and conditions agreed between the owning Party and the party requesting access to the Project Results.

7.3 Publication

The Parties are entitled to publish Project Results. Project Results will be published as soon as possible, i.e. through publication in scientific journals, professional meetings and conferences.

Project Results will be jointly published where there have been direct collaborations between the Parties. In such cases, joint authorship will be based on the criteria of the prevailing version of the Vancouver Protocol on co-authorship of scientific publications (<http://www.icmie.org/>).

If a Master's degree or PhD is included in the Project, the purpose is for this work to be published. None of the provisions in this Agreement shall be interpreted or applied in such a manner that hinders or prevents the achievement of a Master's degree and/or PhD degree.

The Parties will submit to each other plans for publication of Project Results. The Parties have a deadline of 14 calendar 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 will within 14 calendar days attempt to find acceptable adjustments to the planned publication, or alternatively request postponement of up to 90 calendar days from the date on which publication notification from the publishing Party in order to seek relevant intellectual protection.

The Parties shall ensure storage of peer-reviewed scientific articles based on research that is partially or wholly funded by the RCN 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.

All publication of Project Results shall contain proper acknowledgment of the Project and its financing sources.

8. Confidentiality

During the Project Period and for a subsequent period of three years, the Parties are under obligation to refrain from disclosure of any Confidential Information they have acquired knowledge of in connection with the Project, and which is marked as confidential at the time of disclosure, and store this information in a secure manner. Confidential Information shall only be used to perform Project tasks and to utilise Project Results, or as agreed with or presupposed by the disclosing Party.

The Parties shall ensure that all employees and third parties, including Affiliated Entities, contractors and subcontractors, who are given access to Confidential Information, are apprised of and comply with the above confidentiality obligation.

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The following information is not considered to be Confidential Information:

- a) information already known to the Party 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 Collaboration Agreement;
- c) information received from a third party with no known confidentiality obligations;
- d) information developed by a Party without the use of Confidential Information.

The above confidentiality obligation shall not prevent the publication of Project Results in line with the provisions of Section 7. Neither does the confidentiality obligation preclude the disclosure of Confidential Information to the Research Council or the legally mandated disclosure to the courts and other public authorities, and disclosure pursuant to the Freedom of Information Act.¹

9. Amendments

The Parties will have the right to make a written claim for amendments in the Project as long as these changes are within the framework of the Project as defined in Appendix 1 and NPI, as well as the Parties, agree. The Parties will change the Annual budget correspondingly.

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

11.1 Liability towards each other

Each Party will 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.

11.2 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Project Results or Background.

¹ A translated version of the Freedom of Information Act is available at <https://lovdata.no/dokument/NLE/lov/2006-05-19-16>.

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Each Party shall inform the other of any claim that has been filed against that Party for indemnification or the like related to the Project or sub-project.

12. Termination

The Agreement may be terminated by the Parties with six (6) months written notice.

13. Governing Law and Jurisdiction

In the event of dispute, this Agreement shall be interpreted in accordance with Norwegian law. The Parties will attempt to resolve any disputes by negotiation. If such attempts do not succeed, the dispute may be brought before the Bergen District Court as the legal venue.

14. Signatures

Each Party will sign identical counterparts of this Agreement with the same effect as if both Parties had signed the same document. A copy of this Agreement signed by one Party and delivered by e-mail transmission of a scan in .pdf-format, to the other Party shall have the same effect as the delivery of an original of this Agreement containing the original signature of such Party.

For Project Owner:

NORCE, Norwegian Research Centre AS			
Date:	Name: May-Britt Ellingsen	Title: Head of research	Signature:

For Partners:

1. Nord University, Norway			
Date:	Name:	Title:	Signature:

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2. UiT The Arctic University of Norway

Date:	Name:	Title:	Signature:

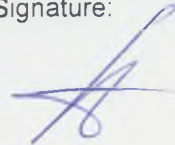
3. Kola Science Centre of RAS, Institute for Economic Studies, Russian Federation

Date:	Name:	Title:	Signature:

4. Michael Kingston Associates, United Kingdom

Date:	Name:	Title:	Signature:

5. St. Petersburg State University, Russian Federation

Date: <i>23.11.2019</i>	Name: <i>Sergey Andryushin</i> Sergey Andryushin	Title: <i>Acting</i> Vice-Rector for International Affairs	Signature: 
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