

Framework Agreement

Initiative for Biofertilizer Innovation and Science (IBIS OIS)

Between

Technical University of Denmark

Department of Biotechnology and Biomedicine
Anker Engelunds Vej 101
2800 Kongens Lyngby
Company reg. no.: 30 06 09 46
("DTU" or "Institution 1")

and

Aarhus University

Nordre Ringgade 1
8000 Aarhus
Denmark
Company reg. no.: 31119103
("AU" or "Institution 2")

and

University of Copenhagen

Nørregade 10
1165 Copenhagen
Denmark
Company reg. no. 29979812
("UCPH" or "Institution 3")

and

University of Southern Denmark

Campusvej 55
5230 Odense M
Denmark
Company reg. no. 29283958
("SDU" or "Institution 4")

and

Aalborg University

Fredrik Bajers Vej 7K
9220 Aalborg Øst
Denmark
Company reg. no. 29102384
("AAU" or "Institution 5")

Institution 1-5 are jointly referred to as the "Institutions".

Future acceding companies to this Agreement are jointly referred to as the "Companies". The Companies will accede the Agreement upon signature of the accession document in attachment 3 following the procedure in section 11.3.

Separately, the Institutions and Companies are also referred to as a 'Party' and jointly the 'Parties'.

1. DEFINITIONS

Affiliate(s): means any corporation, company, partnership, joint venture or other entity which controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" of an entity means the ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities or capital stock of such entity, or the legal power to direct or cause the direction of the general management and policies of such entity.

Agreement: This Agreement containing the overall rules regarding IBIS OIS.

Application: Application for Funding for the Initiative for Biofertilizer Innovation and Science (IBIS) dated 7 November 2024.

Background Knowledge: Technology, know-how, Materials (both technical and non-technical) and information, including inventions, discoveries, software, etc., whether patentable, registerable or protected by copyright or not, that are (i) generated or controlled by a Party before the effective date of this Agreement, or (ii) developed or acquired by a Party independently from performance of the Agreement after the effective date of the Agreement and which is made available for the ideation process or discussions between the Parties.

Budget: The overall budget for IBIS OIS, excluding the costs of the Companies.

Confidential Information: Background Knowledge clearly marked as confidential or undoubtedly of a confidential nature and which is not comprised by clause 7.3.

Foreground Knowledge: All information, including any data and/or result, regardless of form and regardless of whether it is or can be protected and intellectual property rights derived thereof, which is generated under the Project by a person employed with or allocated by a Party to the Project.

GDPR: As defined in clause 12.1.

Grant Agreement: Agreement effective as of June 1, 2025, between DTU and Novo Nordisk Foundation stipulating the terms and conditions of the grant to IBIS OIS.

IBIS: As defined in clause 2 and the IBIS proposal.

IBIS OIS Board: As defined in clause 4.1.

IBIS OIS Secretariat: As defined in clause 4.3.1.

Individuals: As defined in clause 7.2.

International Expert Review Panel: As defined in clause 4.2.

Industrial Ambassadors: As defined in clause 4.4.2.

Materials: All materials, both technical and non-technical, including appliances, equipment, machinery, material samples, test animals, reagents, etc. which are provided by a Party as supporting materials in connection with the Project.

Party/ies: The parties to this Agreement as set out on the front page hereof.

Project: As defined in clause 2.5.

Project Agreement: As defined in clause 2.6.

Project Proposal: As defined in clause 2.5.

Scientific Ambassadors: As defined in clause 4.4.1.

2. PURPOSE AND LEGAL FRAMEWORK OF IBIS OIS

- 2.1. The research collaboration 'Initiative for Biofertilizer Innovation and Science ("IBIS")' is funded by grants provided by the Gates Foundation and the Novo Nordisk Foundation to DTU.
- 2.2. Under the grant provided by the Novo Nordisk Foundation ("NNF"), NNF has set aside up to 65M DKK for the purpose of establishing and running an Open Innovation in Science platform' (hereinafter "IBIS OIS"). IBIS OIS is anchored at DTU, to which the NNF grant has been provided, and is administered by AU's Center for Open Innovation in Science under a service agreement during 2026-2028.
- 2.3. The IBIS OIS is designed to target the biofertilizer area, a specialized subsector of the larger biosolutions sector, and its setup ensures that all funded projects are relevant (or potentially) to achieving a common solution. The OIS funding setup stimulates academia-private sector interaction and open innovation via pre-competitive projects of industrial relevance, with the additional benefit of creating synergies between the individual OIS projects and the IBIS Core's activities. The setup further supports the IBIS Core as the natural focal point for activities and new initiatives within the sector by providing a venue for stakeholders to interact, form partnerships, and formulate new projects.
- 2.4. The fundamental idea behind IBIS OIS is that any and all Foreground Knowledge, whether created under this Framework Agreement or Project Agreements, is made available free of charge to the public as soon as reasonably possible. Anyone outside IBIS OIS shall have the same irrevocable right to use Foreground Knowledge in the same way as the Parties. Ownership to Foreground Knowledge shall follow the Parties' intellectual contribution. The owner of Foreground Knowledge is responsible for making such Foreground Knowledge publicly available as soon as reasonable possible and therefore, Foreground Knowledge may not be protected by a patent or other intellectual property protection measures that exclude universal user rights. The Parties, as well as everyone else, are entitled to conduct applied research on the basis of the fundamental research conducted under IBIS.
- 2.5. In IBIS OIS, the Parties will create specific research projects allocable for funding in IBIS OIS involving all or some of the Parties as they see fit and third parties if relevant (the "Project(s)"). Through a digital matchmaking site, the Parties can report challenges, explore

and qualify the reported challenge(s) and transform these challenge(s) into general fundamental research questions. Such questions may then be addressed within a project proposal ("Project Proposal"). Project Proposals are evaluated by the IBIS OIS Board and International Expert Review Panel and are either rejected or nominated to the IBIS OIS Board for funding. Once a Project Proposal has been awarded funding by the IBIS OIS Board, it will be carried out as a Project.

- 2.6. The Parties agree to comply with the terms and conditions of the grant stipulated in the Grant Agreement from the NNF, cf. Attachment 2. The Grant Agreement shall take precedence over this Agreement. As recipient of the NNF grant, DTU is responsible for reporting to the NNF in accordance with the terms and conditions. The Parties shall provide information to the IBIS Secretariat at DTU as requested by it for DTU to be able to fulfill its reporting obligations under the grant provided to DTU by NNF. In addition, the Parties shall provide relevant reporting directly to NNF, if requested to do so by NNF or the IBIS Secretariat at DTU.
- 2.7. Prior to commencing a Project, a project agreement shall be entered into between the parties involved in the Project. The Parties are obligated to use the template project agreement provided in Attachment 1 (the "Project Agreement") when entering into such Projects. The terms of the Project Agreement are non-negotiable and cannot be changed or modified by the Parties or any third party involved in a Project.
- 2.8. The Parties are obligated to assist the external evaluation of IBIS OIS by participating in interviews and surveys to a reasonable extent.
- 2.9. To the extent approved by NNF and DTU, additional financial contribution of IBIS OIS can be included. Such contributions can be made by private companies, or public/private foundations, for example wishing to sponsor specific calls for research projects in IBIS OIS or finance other activities in IBIS OIS. The Parties agree that the Framework Agreement shall also apply between the Parties in the event IBIS OIS receives such additional funding. Such funding will be subject to separate grant terms and separate government structure, as applicable.

3. FINANCIALS

- 3.1. DTU has received the funding from NNF and will distribute the funding for each Project as set forth in the individual Project Agreement. Due to the terms of the grant, any company participating in a Project, including the Companies being Parties to this Agreement, will not be eligible to receive any of this funding and will bear their own costs associated with participating in IBIS OIS and in any Projects.

4. MANAGEMENT

4.1. IBIS OIS Board

- 4.1.1. The IBIS OIS Board consists of five members being representatives from industry and academia; one permanent member and four shorter-term members. The four shorter-term members will serve 1.5-year terms to allow for rotation between the participating stakeholders. In every serving term, two of the four members are selected from and by the Institutions (AU, UCPH, SDU and AAU). The remaining two members will be selected from

core industry partners by the permanent board member. The permanent member will be from the IBIS Core Team at DTU as described in the Application.

For coordinating purposes, an observer from NNF with no voting rights can be present at the meetings.

AU shall, on behalf of the Parties, ensure that the observer from NNF and any other external persons who are invited by the IBIS OIS Board to attend the meetings of the IBIS OIS Board or otherwise gain access to Confidential Information in an advisory role, sign a non-disclosure agreement. A non-negotiable template for such non-disclosure agreement is provided in Attachment 5 and is to be entered into before any Confidential Information is disclosed. The Parties hereby authorize the Dean of Faculty of Natural Sciences at AU or anyone authorized by AU's rules of delegation to sign such non-disclosure agreements on behalf of the Parties based on the template provided in Attachment 5, conditioned, however, upon no amendments to the template.

- 4.1.2. The IBIS OIS Board is subject to detailed rules of procedures for the IBIS OIS Board's work in accordance with the Application's Appendix D-4: Suggested governance principles in IBIS OIS. The Governance Principles are attached to the Framework Agreement as Attachment 6. The IBIS OIS Board will establish any additional rules.
- 4.1.3. Each Party will bear their own costs associated with their representatives' attending meetings and carrying out their duties as members of the IBIS OIS Board.
- 4.1.4. The IBIS OIS Board will carry out the tasks and obligations stipulated in the Application. The overall obligations and tasks of the IBIS OIS Board are:
 - Review and assess proposals.
 - Make the final decision on which projects to fund.
 - Decide on the overall distribution of funds between the three funding tracks
 - Decide on the number and timing of calls in year 1-3 of the Project period
 - Terminate Projects already running if no progress is made.
- 4.1.5. The IBIS OIS Board members shall ensure transparency in the reward process by following the rules laid down in the guidelines for the specific call, the Application and the rules of procedure for the board.
- 4.2. *The International Expert Review Panel*
 - 4.2.1. The International Expert Review Panel consists of international experts selected to represent different scientific fields. The International Expert Review Panel is selected by the IBIS OIS Secretariat as set forth below.
 - 4.2.2. The International Expert Review Panel will be responsible for providing an independent expert evaluation of the Project Proposals. The review process will be double-blinded and the International Expert Review Panel will receive pseudonymized versions of the applications to counter unconscious bias.
 - 4.2.3. The IBIS OIS Secretariat shall select a number of international experts. Subsequently, the IBIS OIS Secretariat shall enter into a consultancy agreement with each member of the International Expert Review Panel. Such consultancy agreement is to be entered into before any Confidential Information is exchanged and/or before work is performed by the International Expert Review Panel member in question. The consultancy agreement will be

based on the template provided in Attachment 4. The IBIS OIS Secretariat may make necessary modifications to the consultancy agreement to fit each specific situation, however, amendments to its legal terms shall be subject to approval by DTU prior to any such consultancy agreement entering into force. The Parties hereby authorize the Dean of Faculty of Natural Sciences at AU or anyone authorized by AU's rules of delegation of AU to sign such consultancy agreement.

4.3. The IBIS OIS Secretariat

- 4.3.1. The IBIS OIS Secretariat (the "IBIS OIS Secretariat") is based at AU and will help the Companies and Institutions meet and establish trust in each other and in the IBIS OIS concept as a whole.
- 4.3.2. The IBIS OIS Secretariat is a purely administrative unit and includes a full-time programme manager and a programme officer.
- 4.3.3. The IBIS OIS Secretariat is responsible for the overall operation of IBIS OIS' pre-grant activities. The IBIS OIS Secretariat and the IBIS Secretariat at DTU will work closely together to organize the call rounds and manage the daily operation of the program. The IBIS OIS Secretariat will be responsible for the activities in the pre-grant period, and the DTU based IBIS Secretariat will be responsible for activities in the post-grant phase of projects. The transition between the pre- and post-grant phases being defined as the point of new grantee(s) signing a Project Agreement. Pre-grant activities include announcing the call rounds, employing a digital ideation platform to facilitate a series of structured ideation events and engage a network of ambassadors at companies and partner universities to source and help match the right ideas and partners for potential new projects. The IBIS OIS Secretariat will be responsible for the new grantees signing a Project Agreement that governs the individual Project, and for handover of information to the IBIS Secretariat at DTU and the IBIS Core Team at DTU, which will be handling the post-grant activities as stipulated in the Application.

4.4. The Scientific and Industrial Ambassadors

- 4.4.1. To ensure fast, relevant and agile ideation/matchmaking in IBIS OIS, the IBIS OIS Secretariat will engage approximately 5 scientific ambassadors (the "Scientific Ambassadors"), each appointed by their employer organisations. The organisations employing the ambassadors will be remunerated for the ambassador's time spent in accordance with the budget specifications in the Grant Agreement. By activating the network of Scientific Ambassadors, the IBIS OIS Secretariat can help the author of an idea in IBIS OIS source relevant partners and input across many organisations. The group of Scientific Ambassadors can be gradually expanded, reduced, or changed as IBIS OIS unfolds. The Parties are obligated to appoint highly skilled and experienced ambassadors and secure alignment of their engagement and relevant activities with the OIS Secretariat throughout the period.
- 4.4.2. The IBIS OIS Secretariat will also draw on a network of industry representatives from any interested, committed companies, appointed by the companies themselves ("Industrial Ambassadors"). During the ideation phases, the IBIS OIS Secretariat will meet regularly with the Industrial Ambassadors to assess incoming ideas and when screening new ideas, the Industrial Ambassadors can assist with engaging the right recipients within their own organisations.

5. CONFLICT OF INTEREST

- 5.1. The Parties shall comply with the principles of the conflict of interest rules (habilitetsregler) in the Danish Public Administration Act (Forvaltningsloven) in force from time to time when being members of the IBIS OIS Board. In addition, the Parties shall comply with the Danish Code of Conduct for Research Integrity, currently as of November 2014, and any future versions, including its conflict-of-interest rules.

6. ASSIGNMENT

- 6.1. The rights and obligations of each Party under this Agreement cannot be assigned to a third party, including a co-applicant and an Affiliate without the prior, written approval from the IBIS OIS Board and IBIS OIS Secretariat of the assignment. Any assignee shall be bound by the terms of this Agreement in the same manner as the assigning Party.

7. CONFIDENTIALITY

- 7.1. Confidential Information received by a Party in connection with this Agreement shall only be used for the purpose of performing the receiving Party's rights and obligations hereunder and shall not without the written consent of the disclosing Party be published or otherwise disclosed to any third party.
- 7.2. A Party's obligation to treat Confidential Information as confidential, cf. clause 7.1, shall apply to all individuals, including but not limited to employees, students, permitted sub-contractors or agents (collectively "Individuals"), who through employment or other association with the Party gain access to the Confidential Information of the other Parties. Each Party shall ensure that any such Individuals are subject to an obligation of confidentiality and non-use to the same extent as the receiving Party hereunder.
- 7.3. Any Confidential Information disclosed by or on behalf of a Party in connection with this Agreement shall remain the property of the disclosing Party. A Party's duty of confidentiality and non-use as set out in clauses 7.1 and 7.2 shall not apply to Confidential Information that:
- at the time of disclosure was or later becomes publicly available and not as a result of a breach of the duty of confidentiality;
 - is received without any restrictions regarding confidentiality from a third party who appeared to be entitled to pass on the knowledge in question;
 - must be passed on to a third party in accordance with an obligation stipulated by law, a legal decision or other binding public act; or
 - a Party has developed independently of its participation in IBIS OIS as documented by oral testimony or written records of that Party.
- 7.4. In the event of a dispute about the duty of confidentiality, the Party who wishes to invoke one of the provisions in clause 7.3 shall have the burden of proof.
- 7.5. The duty of confidentiality and non-use shall terminate three (3) years after the termination or expiration of this Agreement.

- 7.6. For the avoidance of doubt, the existence of this Agreement shall never be deemed Confidential Information.
- 7.7. Upon written request of the disclosing Party, a receiving Party shall return or, at the option of the disclosing Party, destroy (and confirm in writing to the disclosing Party that it has destroyed) all written, tangible and electronic forms of the information it has received from the disclosing Party (except for any computer records or files that have been created pursuant to the receiving Party's automatic archiving and back-up procedures and the removal of which is not technically reasonable). However, the receiving Party may retain one copy of such Confidential Information for the purpose of monitoring its obligations under this Agreement and regulatory and archiving compliance.

8. BREACH

- 8.1. If a Party commits a material breach of or repeatedly breaches its obligations under this Agreement and the breach has not been remedied within thirty (30) calendar days from a written request from the IBIS OIS Board, the IBIS OIS Board may decide to terminate the Agreement vis-à-vis the Party in breach with immediate effect or decide on other consequences thereof, e.g. termination of a Project Agreement. This decision shall require unanimity between the other IBIS OIS Board members, however, the representative of the Party in breach cannot vote. If the Agreement is terminated vis-à-vis a Party in breach, any Project Agreements involving the Party in breach will automatically terminate as well.
- 8.2. If the Agreement is terminated vis-à-vis a Party in breach, the other Parties can claim compensation for the loss caused by the breach in accordance with the provisions set out in section 9.

9. LIABILITY

- 9.1. The Parties shall be liable in accordance with the ordinary rules of liability in Danish law, however subject to the limitations set forth in this section 9.
- 9.2. The Parties' total liability for damages shall be limited to DKK 500,000, except in case of gross negligence, intentional acts or omissions.
- 9.3. Apart from a breach of confidentiality and non-use, cf. section 7, no Party is liable to the other for consequential losses such as production interruptions, loss of turnover/profit, and other indirect losses.

10. INFORMATION TO THE PUBLIC

- 10.1. Being public research institutions, the Institutions are subject to applicable public laws regarding administration and access to information in public records, including the Danish Access to Public Administration Files Act, and the Danish Public Administration Act. Furthermore, to the extent that the Institutions are legally obligated to publish information on private co-financing of the Institution's research, the Companies accept that the requested information is published in accordance with relevant legal provisions.
- 10.2. No party shall without the written permission of another Party directly or indirectly refer to another Party or the staff of another Party in connection with marketing of it or its products

or otherwise use the name of another Party for commercial purposes.

11. WITHDRAWAL AND ENTRY OF NEW PARTIES

- 11.1. A Party can withdraw from the Agreement with immediate effect by written notice to the Head of the IBIS OIS Secretariat.
- 11.2. A third party can become a party to this Agreement by requesting to become a party to the Head of the IBIS OIS Secretariat.
- 11.3. A new party becomes a party to this Agreement upon signature of the accession document in Attachment 3. Such accession shall have effect from the date identified in the accession document. The Parties hereby authorize the Rector of AU or anyone authorized by AU's rules of delegation to sign the accession document on behalf of the Parties.
- 11.4. This Agreement may not be assigned to any third party.
- 11.5. If a Party is prevented from fulfilling its obligations under the Agreement as a result of extraordinary events beyond that Party's control and which the Party could not reasonably be expected to have foreseen or taken into account at the signature of this Agreement (force majeure), such event shall not be regarded as a breach. Force majeure includes strikes, lockout and epidemic diseases, including quarantine and isolation imposed by the authorities as a consequence hereof. A Party invoking exemption from liability due to force majeure or a force majeure event must notify the other Parties hereof without delay. Such notice shall contain information about the nature hereof, its estimated duration and information pertaining to its consequences. Have the Parties been unsuccessful in reaching a solution hereto within 30 (thirty) days after receipt of notice from the Party invoking force majeure, the other Parties shall be entitled to terminate the Agreement with an additional 30 (thirty) days prior written notice.

12. PERSONAL DATA

- 12.1. The Parties will as part of their contractual relationship and to perform their respective obligations under the Agreement share non-sensitive personal data about certain employees engaged by the Parties, as applicable, who are working to fulfil the Agreement. Without otherwise limiting the Parties' rights and obligations related to personal data set out in this Agreement, each Party acknowledges and agrees that it will provide its own employees with information about the other Party's collection and processing of such employees' personal data. Such information must comply with applicable data protection laws, including – to the extent applicable – Article 13 and 14 of Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation) ("GDPR").
- 12.2. The IBIS OIS Secretariat will establish a digital platform to support the networking, project proposal process, idea generation etc. in IBIS OIS. The Parties will have access to personal data about the individuals, both employees and non-employees of a Party, who have uploaded their personal information on the platform. The Parties will process such personal information for their own individual purposes as independent data controllers and each Party shall ensure legal basis for such processing. The legal basis for the Institutions is for the performance of a task carried out in the public interest cf. GDPR art. 6.1.e. The Parties will only process the personal information for purposes under this Agreement including the evaluation of IBIS OIS. The Parties agree and warrant that they will not share any special

categories of personal data cf. GDPR Art 9.1.

- 12.3. Processing of personal data for the individual Projects will be separately agreed on in connection with the Project Agreement for such Projects.

13. NATURE OF AGREEMENT

- 13.1. This Agreement does not create a legal entity with the Parties as participants, and the Parties therefore cannot take decisions on behalf of each other or bind each other vis-à-vis any third party, unless otherwise set forth herein.
- 13.2. The Parties do not accept restrictions, including restrictions of competition, between themselves, other than those expressly mentioned in the Agreement.

14. DURATION

- 14.1. The Agreement shall have effect from the date of signature of the Parties' representatives who have been authorized hereto until the later of (i) December 31, 2030 or (ii) the date of termination of the last Project Agreement, unless terminated according to Clauses 8 and 11 herein. Termination of or withdrawal from the Agreement does not relieve the terminated or withdrawing Party of the obligations under the provisions of the Agreement pertaining to section 6. Assignment, section 7. Confidentiality, section 9. Liability, and section 15. Disputes.
- 14.2. Notwithstanding anything to the contrary in this Agreement, the Parties agree that if NNF grants an extension of time for IBIS OIS, in order for the Parties to perform the work under the application without changing or providing further terms, this Agreement shall remain in force until the expiry of the extension without amending this Agreement any further.

15. DISPUTES

- 15.1 All disputes between the Parties about the interpretation and implementation of this Agreement shall be settled in accordance with Danish law, without reference to its conflict of law rules, by the Maritime and Commercial High Court in Denmark, provided however that such disputes are within the competence of said court according to § 225 and 227 of the Civil Procedure Act. If the dispute in question falls outside the competence of the Maritime and Commercial High Court, the dispute shall be settled by the District Court of Lyngby, Denmark. Before taking any legal action, the Parties to the dispute shall endeavour to settle the dispute amicably.

16. ATTACHMENTS

Attachment 1: Project Agreement template

Attachment 2: Terms and conditions of the grant as stipulated in the Grant Agreement

Attachment 3: Accession document

Attachment 4: Consultancy Agreement, incl. GDPR

Attachment 5: Non-disclosure Agreement

Attachment 6: The Governance Principles in IBIS OIS

Attachment 1: Project Agreement Template

Project Agreement (pre-competitive project)

Between

Institution XX

[Department]

[Address]

[Postal code and city]

[Country]

Company reg. no.

("Institution 1" or "Main Applicant")

and

Institution XX

[Department]

[Address]

[Postal code and city]

[Country]

Company reg. no.

("Institution 2")

and

[Company Name]

[Address]

[Postal code and city]

[Country]

Company reg. no. [Insert number]

("Company 1")

and

[Company Name]

[Address]

[Postal code and city]

[Country]

Company reg. no. [Insert number]

("Company 2")

and

[Company Name]

[Address]

[Postal code and city]

[Country]

Company reg. no. [Insert number]
("Company 3")

Institution 1-X are jointly referred to as "Institutions".

Company 1-X are jointly referred to as "Companies".

Separately, the Institutions and the Companies are also referred to as a 'Party' and jointly the 'Parties'.

1. DEFINITIONS

Affiliate(s): means any corporation, company, partnership, joint venture or other entity which controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" of an entity means the ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities or capital stock of such entity, or the legal power to direct or cause the direction of the general management and policies of such entity.

Background Knowledge: Technology, know-how, Materials (both technical and non-technical) and information, including inventions, discoveries, software, etc., whether patentable, registerable or protected by copyright or not, that are (i) generated or controlled by a Party before the effective date of this Project Agreement, or (ii) developed or acquired by a Party independently from performance of the Project Agreement after the effective date of the Project Agreement and which is made available for the implementation of the Project.

Confidential Information: Background Knowledge clearly marked as confidential or undoubtedly of a confidential nature and not comprised by clause 7.4

Conflict of Interest(s): As defined in clause 4.5.

Employees: As defined in clause 12.1.

Foreground Knowledge: All information, including any data and/or result, regardless of form and regardless of whether it is or can be protected and intellectual property rights derived thereof, which is generated under the Project by a person employed with or allocated by a Party to the Project.

Framework Agreement: As defined in clause 2.1.

GDPR: As defined in clause 12.1.

IBIS OIS Parties: The Parties to the Framework Agreement.

Individuals: As defined in clause 7.2.

Materials: All materials, both technical and non-technical, including appliances, equipment, machinery, material samples, test animals, reagents, etc. which are provided by a Party as supporting materials in connection with the Project.

Party/Parties: The parties to this Project Agreement as set out on the front page hereof.

Project: The Project defined in clause 2.1 and further described in the Project Description.

Project Agreement: This Project Agreement on the Project including its Exhibits.

Project Budget: The budget for this Project as included in Exhibit 2 to this Project Agreement.

Project Description: As defined in clause 2.2.

Project Management: The individuals appointed by each Party cf. clause 4.1 in this Project Agreement.

Review Period: As defined in clause 8.3.

Software: Foreground Knowledge which qualifies for protection as software under the Danish Copyright Act.

2. PURPOSE

2.1. The OIS platform for research collaboration within the project 'Initiative for Biofertilizer Innovation and Science' is funded by a grant provided by the Novo Nordisk Foundation ("NNF") to DTU. IBIS OIS is administered by AU. On [INSERT DATE] 2026, the IBIS OIS partnership entered into a Framework Agreement between certain industry partners and academia (the "Framework Agreement") setting out the terms for IBIS OIS and the process for approval of Project Proposals. Following the approval of the IBIS OIS board, the Parties have now agreed to jointly perform the following research project under the framework of IBIS OIS:

'PROJECT NAME' (hereinafter the "Project")

2.2. The Project and the responsibilities of each Party is described in further detail in the project description set out in Exhibit 1 ("Project Description"). Each Party shall perform the tasks and responsibilities assigned to them in the Project Description.

2.3. All research activities conducted by the Parties to this Project Agreement shall be done in compliance with all applicable laws, regulations, guidelines and ethical norms of the countries and institutions in which the research is conducted, including the Danish Code of Conduct of Research Integrity, currently as of November 2014, and any future versions, including its conflict-of-interest rules, and the NNF Code of Conduct for Research Integrity ([Code of Conduct - Novo Nordisk Fonden](#)). The Parties agree and understand that the Institution(s) is/are subject to internal policies on research integrity and responsible conduct of research to which they must abide. For the avoidance of doubt, each Institution is solely responsible for the planning and conduction of the research work allocated to said Institution in the Project in accordance with the Institution's internal rules.

2.4. The Parties agree to comply with the terms and conditions of the grant from NNF, cf. exhibit 3, which shall take precedence over this Project Agreement. Parties shall provide information to the IBIS Secretariat at DTU as requested by it in order for the Technical University of Denmark to be able to fulfill its reporting obligations under the grant provided to the

Technical University of Denmark by NNF. In addition, the Parties shall provide relevant reporting directly to NNF, if requested to do so by NNF or the IBIS Secretariat.

- 2.5. The Parties are obligated to assist the external evaluation of IBIS OIS by participating in interviews and surveys to a reasonable extent.

3. FINANCIALS

- 3.1. The Parties have jointly prepared the Project Budget. Due to the terms of the grant from NNF, the Company/ies will not be able to receive any of this funding but will bear their own costs associated with participating in the Project.
- 3.2. The Main Applicant shall receive the Project funds from DTU and shall transfer the portion due to each Institution as set out in the Budget and following receipt of a valid invoice and payment details from the receiving Institution(s). All such payments shall only be made after the Main Applicant has received the funds from DTU. The Main Applicant shall be responsible for submission of the annual financial report for the Project to the IBIS secretariat at DTU no later than 1 February each year.
- 3.3. Unless otherwise agreed in the Budget, any payments shall be made within thirty (30) calendar days from the date of the receiving Party's invoice.
- 3.4. VAT shall be added to any payments under the Project Agreement in accordance with applicable law.

4. PROJECT MANAGEMENT

- 4.1. Each Party has appointed one leading employee to manage the Project on its behalf. These persons shall collectively be referred to as the "Project Management".
- 4.2. The Project Management shall have the overall responsibility for the management and progress of the Project. Each Party shall be entitled to replace its Project Management member, provided that the new member is also an employee of such Party, and further provided that such replacement does not negatively impact the Project.
- 4.3. Each Party shall be entitled to appoint other employees to perform the Project under the guidance of its Project Management member and each Party shall plan and carry out the work assigned to it on a day-to-day basis under the guidance of its Project Management member. Each Party shall inform the other as soon as possible about planned replacements of its Project Management member.
- 4.4. The Project Management shall form a quorum when all members are present or represented by another member by a power of attorney. Each member of the Project management shall have one vote. Decisions made by the Project Management shall be unanimous.
- 4.5. The Parties shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest or research misconduct ("Conflict of Interests"). In case a Party becomes or is made aware of any circumstances constituting or likely to lead to a Conflict of Interest in the Project, the

Project Management and the Parties shall be notified without delay. The Parties shall then immediately take all the necessary steps to rectify this situation.

- 4.6. Any substantial changes to the Project Description shall be reported to the IBIS OIS Secretariat at AU and shall be finally approved by the IBIS OIS Board before implemented.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Background Knowledge is and shall remain the sole and exclusive property of the Party controlling or owning such Background Knowledge. Background Knowledge may be subject to confidentiality in accordance with section 7. The Parties shall give to each other a free of charge, non-exclusive, world-wide right to use Background Knowledge to perform the Project under this Project Agreement.
- 5.2. For the avoidance of doubt, none of the Parties shall receive any right, license or interest in any existing or future Background Knowledge held by another Party except to the extent expressly set out herein.
- 5.3. Each Party shall own the Foreground Knowledge created by the Party in question in connection with the Project. Foreground Knowledge created jointly by the Parties shall be jointly owned by the Parties pro rata to their intellectual contribution to the developed Foreground Knowledge. If the respective contributions of the Parties cannot be documented, the Foreground Knowledge shall be owned by the Parties in equal shares.
- 5.4. The Parties shall have a non-exclusive and irrevocable right to use all Foreground Knowledge generated under the Project free of charge for any and all purposes. Publishing of another Party's Foreground Knowledge is subject to clause 8.3. Any use and/or dissemination of software is subject to clause 8.4.
- 5.5. The Parties agree that any Foreground Knowledge generated under the Project shall be made publicly available as soon as reasonably practicable, and that no-one shall claim exclusive rights thereto. Anyone outside the Project shall have the same irrevocable right to use the Foreground Knowledge in the same way as the Parties hereto. For the avoidance of doubt, the Parties agree that any Foreground Knowledge generated under the Project may not be protected by a patent or the like or kept as a trade secret or under any confidentiality obligation. Foreground Knowledge generated shall be published in accordance with the publication procedure cf. section 8.
- 5.6. The Parties agree that anyone is entitled to conduct applied research on the basis of the Foreground Knowledge conducted under the Project. The owner shall be free to apply for protection in accordance with applicable law with respect to any results and data generated outside the Project but on the basis of such applied research that can be protected by intellectual property law, including by patent, if applicable.

6. MATERIALS

- 6.1. Materials made available by one Party to another Party for use under the Project shall remain the property of the Party, who made the Materials available, and shall only be used by the other Party in connection with the Project. The right of use shall lapse after expiry of this Project Agreement, and the Materials shall be returned to the Party who made the Materials available unless otherwise agreed to in writing.

- 6.2. Any results generated on the basis of such Material shall be considered Foreground Knowledge.
- 6.3. The Party receiving the Material represents and warrants that the Materials will be collected, used, handled, stored and disposed of under suitable containment conditions and in compliance with all applicable laws, regulations and orders.
- 6.4. Materials are experimental in nature and are provided without any warranty of merchantability or fitness for a particular purpose or any other warranty expressed or implied. The Party providing the Material makes no warranty or representations as to the purity, activity, safety or usefulness of the Materials and makes no warranty that the use of the Materials will not infringe any patent, copyright, trademark or other right of another party.
- 6.5. When a Party transfers Material to another Party, the Party transferring the Material shall inform the Party receiving the Material about any restrictions or limitations of use for the Material transferred.

7. CONFIDENTIALITY

- 7.1. Confidential Information received by a Party in connection with this Project Agreement shall only be used for the purpose of performing the Project and shall not without the written consent of the disclosing Party be published or otherwise disclosed to any third party. The Parties shall not introduce Confidential Information including software, which effectively could hinder the free publication of Foreground Knowledge.
- 7.2. A Party's obligation to treat Confidential Information as confidential, cf. clause 7.1, shall apply to all individuals, including but not limited to employees, students, permitted sub-contractors or agents (collectively "Individuals"), who through employment or other association with the Party gain access to the other Party's Confidential Information. Each Party shall ensure that any such Individuals are subject to an obligation of confidentiality to the same extent as the receiving Party hereunder.
- 7.3. Any Confidential Information disclosed by or on behalf of a Party in connection with this Project Agreement shall remain the property of the disclosing Party.
- 7.4. A Party's duty of confidentiality and non-use as set out in clauses 7.1 and 7.2 shall not apply to Confidential Information that:
 - at the time of disclosure was or later becomes publicly available and not as a result of a breach of the duty of confidentiality;
 - is received without any restrictions regarding confidentiality from a third party who appeared to be entitled to pass on the knowledge in question;
 - must be passed on to a third party in accordance with an obligation stipulated by law, a legal decision or other binding public act; or
 - a Party has developed independently of its participation in the Project as documented by oral testimony or written records of that Party.
- 7.5. In the event of a dispute about the duty of confidentiality, the Party who wishes to invoke one of the provisions in clause 7.4 shall have the burden of proof.

- 7.6. The duty of confidentiality shall terminate three (3) years after completion of the Project.
- 7.7. For the avoidance of doubt, the existence of this Project Agreement shall never be deemed Confidential Information.
- 7.8. Upon written request of the disclosing Party, a receiving Party shall return or, at the option of the disclosing Party, destroy (and confirm in writing to the disclosing Party that it has destroyed) all written, tangible and electronic forms of the information it has received from the disclosing Party (except for any computer records or files that have been created pursuant to the receiving Party's automatic archiving and back-up procedures and the removal of which is not technically reasonable). However, the receiving Party may retain one copy of such Confidential Information for the purpose of monitoring its obligations under this Project Agreement and regulatory and archiving compliance.

8. PUBLICATION

- 8.1. As this Project is part of IBIS OIS, the Foreground Knowledge generated under the Project is to benefit the public. All Foreground Knowledge generated under the Project is therefore to be published promptly and broadly through Open Access Publication, meaning publication in a peer-reviewed journal or other method of relevant and broad public dissemination in which the research outputs originating from the Project will be distributed online, free of access charges or other barriers. Publication and authorship shall follow the rules laid down in the Danish Code of Conduct for Research Integrity which includes the Vancouver Guidelines. The contribution by the Novo Nordisk Foundation must be acknowledged in any publication.
- 8.2. Any Foreground Knowledge including joint Foreground Knowledge shall be published by the generating Party/ies as soon as reasonable possible and in accordance with the publication procedure in Clause 8.3.
- 8.3. A Party who wishes to publish Foreground Knowledge generated under this Project Agreement shall therefore notify the other Party/ies at least forty-five (45) calendar days (the "Review Period") prior to the intended time of submission and forward the text or manuscript and any additional material the Party wishes to publish to the other Party/ies. Confidential Information belonging solely to the other Party/ies may not be published without the written consent of the other Party/ies, and the other Party/ies may at its/their sole discretion request deletion or removal of its/their Confidential Information. After expiry of the Review Period, the publication is permitted if no objections are received. If a valid objection is received, the Party who wishes to publish Foreground Knowledge shall remove the Confidential Information prior to publication. If the Parties disagree on whether an objection is valid, the publication shall be postponed for another fourteen (14) days while the Parties attempt to settle the matter amicably.
- 8.4. Software developed during a Project shall be published as openly as possible in accordance with clause 8.1 to 8.3. provided that such dissemination does not conflict with the license terms of third-party components incorporated in (or used by) the software. Should the terms of any said third-party components hinder dissemination under a permissive license, the Parties will seek to agree on the best suited open-source license or to modify the code to enable sharing under a permissive license, to the widest extent possible. The Parties will in addition hereto follow the processes for Software stipulated by the IBIS OIS Secretariat.

8. ASSIGNMENT

- 8.1. The rights and obligations under this Project Agreement cannot be assigned to a third party, including a co-applicant and an Affiliate, without the prior, written approval from the IBIS OIS Board. Any assignee shall be bound by the terms of this Agreement in the same manner as the assigning Party.

9. TERMINATION – BREACH AND FORCE MAJEURE

- 9.1. If a Party commits a material breach of or repeatedly breaches its obligations under this Project Agreement and the breach has not been remedied within thirty (30) calendar days from a written request by the Project Management, the Project Management may terminate the Project Agreement vis-à-vis the Party in breach with immediate effect. This decision shall require unanimity between the members of the Project Management, however, the representative of the Party in breach cannot vote.
- 9.2. If a Party is prevented from fulfilling its obligations under the Agreement as a result of extraordinary events beyond that Party's control and which the Party could not reasonably be expected to have foreseen or taken into account at the signature of this Agreement (force majeure), such event shall not be regarded as a breach. Force majeure includes strikes, lockout and epidemic diseases, including quarantine and isolation imposed by the authorities as a consequence hereof. A Party invoking exemption from liability due to force majeure or a force majeure event must notify the other Parties hereof without delay. Such notice shall contain information about the nature hereof, its estimated duration and information pertaining to its consequences. Have the Parties been unsuccessful in reaching a solution hereto within 30 (thirty) days after receipt of notice from the Party invoking force majeure, the other Parties shall be entitled to terminate the Agreement with an additional 30 (thirty) days prior written notice.
- 9.3. If the Project Agreement is terminated vis-à-vis a Party in breach, the other Party/ies can claim compensation for the loss caused by the breach in accordance with the provisions set out in section 10.

10. LIABILITY

- 10.1. The Parties shall be liable in accordance with the ordinary rules of liability in Danish law, however subject to the limitations set forth in this section 11.
- 10.2. The Parties do not provide any guarantee and cannot be held liable if their performance in connection with the completion of the Project does not lead to a specific result.
- 10.3. The Parties shall perform their tasks towards the completion of the Project to the best of their ability and in accordance with best practices for scientific work.
- 10.4. If a Party uses Foreground Knowledge, another Party's Background Knowledge or Material under the terms of this Project Agreement, then such use is at such Party's own risk. The receiving Party shall not in any way or in respect of any situation bring a claim against the providing Party based on such use, except to the extent the claim was caused or exacerbated by the wilful misconduct of the disclosing Party. The Parties acknowledge that Foreground Knowledge, Background Knowledge or Material is provided 'as is' and without any representation or warranty, express or implied, as to its accuracy or completeness, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose

or any warranty that the use of Foreground Knowledge, Background Knowledge or Material will not infringe or violate any patent or other proprietary rights of any third party.

- 10.5. No Party shall be liable for a failure to fulfil its obligations under the Project Agreement if the failure to perform is due to force majeure.
- 10.6. Apart from breach of confidentiality and non-use, cf. section 7, no Party is liable to the other for consequential losses such as production interruptions, loss of turnover/profit, and other indirect losses.
- 10.7. A Party's aggregate liability for simple negligence or omissions towards the other Party/ies shall be limited DKK 500,000 (five hundred thousand).

11. INFORMATION TO THE PUBLIC

- 11.1. To the extent the Institutions are legally obligated to publish information on private co-financing of the Institution's research, the Company/ies accept that the requested information is published in accordance with relevant legal provisions.
- 11.2. No party shall without the written permission of another Party directly or indirectly refer to another Party or the staff of another Party in connection with marketing of it or its products or otherwise use the name of another Party for commercial purposes.

12. PERSONAL DATA

- 12.1. The Parties will as part of their contractual relationship and to perform their respective obligations under the Project Agreement share personal data about certain employees engaged by the Parties, as applicable, who are working to fulfil the Project Agreement (hereinafter "Employees"). Without otherwise limiting the Parties' rights and obligations related to personal data set out in this Project Agreement, each Party acknowledges and agrees that it will on behalf of the other Party provide its own Employees with information about the other Party's collection and processing of such Employees' personal data. Such information must comply with applicable data protection laws, including – to the extent applicable – Article 13 and 14 of Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation) ("GDPR").
- 12.2. The Parties agree that any sharing of data to the widest extent possible will be in anonymized form which are not containing any personally identifiable data and therefore are not subject to GDPR. If it is not possible for the Parties to share personal data in an anonymized form, the involved Parties will enter into separate agreements regarding such transfer, processing or joint responsibility in accordance with applicable law and each Party's privacy policy. The Parties agree to use the templates provided by the European Commission or the Danish Data Protection Agency for such agreements.
- 12.3. If the Project involves 1) the use and/or transfer of human biosamples, and/or 2) the use of animal experiments, and/or 3) other activities that due to mandatory law (including the Nagoya Protocol), requires additional regulation, the Parties will enter into separate agreements regarding such use and transfer in accordance with applicable law.
- 12.4. Each Party must ensure sufficient legal basis for any personal data it processes and take any required security measures in accordance with applicable law on personal data before sharing or transferring any personal data with the other Party.

14. INVOLVEMENT OF NON-EMPLOYED PERSONNEL AND SUBCONTRACTORS

- 14.1. The Parties shall be free to include non-employed persons, which includes students, non-employed PhD candidates and visiting scientists, in the work performed under a Project.
- 14.2. The Party bringing a non-employed person into a Project is responsible for securing that the rights and obligations of such Project are undertaken by such person by entering into an agreement with that person. The Institution(s) shall not be responsible for locating students to all Projects established. A template agreement covering non-employed personnel is provided in Exhibit 4.
- 14.3. Should a Visiting Scientist participate in the Project, the University shall enter into an agreement with such Visiting Scientist, if required by the University.
- 14.4. The Parties may use subcontractors only to minor parts of the work to be performed in a specific Project. The Party involving the subcontractor shall be liable for such subcontractor and shall enter into a subcontractor agreement reflecting the relevant terms of this Project Agreement. A Party may not delegate or subcontract work to be performed under the Project to any IBIS OIS Party. A Party cannot be both a Party and perform work under a subcontract in the Project.

15. NATURE OF AGREEMENT

- 15.1. This Project Agreement does not create a legal entity with the Parties as participants, and the Parties therefore cannot bind each other vis-à-vis a third party.
- 15.2. The Parties do not accept restrictions, including restrictions of competition, between themselves other than those expressly mentioned in the Project Agreement.
- 15.3. Each Party represents that it has the authority to enter into this Project Agreement and to provide the rights as described in this Agreement.

16. DURATION

- 16.1. This Project Agreement shall have effect from the project start date as detailed in the Project Description until the completion of the Project in accordance with the Project Description.
- 16.2. This Project Agreement shall expire when the Project has been completed cf. the Project Description, unless it has been terminated according to section 10. Termination – Breach and Force Majeure. Termination of or withdrawal from this Project Agreement does not relieve the terminated or withdrawing Party of the obligations under the provisions of the Agreement pertaining to section 7. Confidentiality, section 9. Assignment, section 11. Liability, and section 17. Disputes.

17. DISPUTES

- 17.1. All disputes between the Parties about the interpretation and implementation of this Project Agreement shall be settled in accordance with Danish law, without reference to its conflict

of law rules, by the Maritime and Commercial High Court in Denmark, provided however that such disputes are within the competence of said court according to § 225 and 227 of the Civil Procedure Act. If the dispute in question falls outside the competence of the Maritime and Commercial High Court, the dispute shall be settled by the District Court of Lyngby, Denmark. Before taking any legal action, the Parties to the dispute shall endeavour to settle the dispute amicably.

18. EXHIBITS

Exhibit 1: Project Description

Exhibit 2: Project Budget

Exhibit 3: Terms and conditions of the grant

Exhibit 4: Student Agreement

19. SIGNATURES

For Institution 1

Date:

Signature: _____

Name:

Title:

For Institution 2

Date:

Signature: _____

Name:

Title:

For Company 1

Date:

Signature: _____

Name:

Title:

For Company 2

Date:

Signature: _____

Name:

Title:

For Company 3

Date:

Signature: _____

Name:

Title:

Exhibit 4: Declaration on Confidentiality and assignment of Intellectual Property Rights

This declaration is non-negotiable. An MSc Student or PhD Student who is not enrolled at a research institution, or a scientist who is not employed with a research institution, are debarred from participating in IBIS OIS. Any activities to be carried out must be anchored in IBIS OIS.

BACKGROUND:

The University is part of an open innovation in science platform in the research collaboration "Initiative for Biofertilizer Innovation and Science" (hereinafter "IBIS OIS"), which has been funded via a grant to Technical University of Denmark by the Novo Nordisk Foundation and is administered by AU.

The overall purpose of IBIS OIS is to create an open innovation science platform where a community of academic and industrial parties (hereafter referred to as "IBIS OIS Parties") can join forces to build a strong and precompetitive foundation of basic science knowledge and research and where all results generated are made available to the public with universal use rights as soon as reasonably possible.

The IBIS OIS Parties have signed a framework agreement regulating the overall frame of IBIS OIS ("Framework Agreement"). The IBIS OIS Parties apply for individual projects under the frame where only some of the IBIS OIS Parties participates. If relevant, third parties may also participate in the individual projects. The fundamental idea behind IBIS OIS is that any and all results generated under the individual projects are made available free of charge to the public as soon as reasonably possible. Thus, the University must ensure that any result is made publicly available in accordance with the terms of the grant and the IBIS OIS Framework Agreement.

THIS AGREEMENT WITNESSES as follows:

1. In consideration of the University permitting the Guest to work on the Project and providing access to the University's equipment and confidential information of the IBIS OIS Parties, by signing this agreement ("Agreement") the Guest agrees that any inventions which might be patentable and software shall vest automatically in the University without remuneration. Any contribution to the results of the Project shall be acknowledged according to scientific standards in any publications of the project.

Therefore, the Guest hereby agrees to assign and hereby assigns all any inventions which might be patentable and software to the University. The Guest agrees to execute such documents and do such acts to give effect to such assignment as the University may require from time to time. The Guest shall regularly inform the Supervisor or contact person about any results generated by the Guest.

2. The Guest acknowledges that background information belonging to one or more of the IBIS OIS Parties shall be considered confidential ("Confidential Information") and that any unauthorized disclosure of such information could be harmful to the University. Therefore, I agree to and accept the following terms and conditions:

Confidential Information shall not directly or indirectly be disclosed to any third party or in any report. The Guest furthermore agrees to keep confidential any other information of an obvious confidential nature received or learned by the Guest when working at the premises of the University. The duty of confidentiality as set out above shall not apply to Confidential Information that:

- at the time of disclosure was or later becomes publicly available and not as a result of a breach of the duty of confidentiality;
 - is received without any restrictions regarding confidentiality from a third party who appeared to be entitled to pass on the knowledge in question;
 - must be passed on to a third party in accordance with an obligation stipulated by law, a legal decision or other binding public act; or
 - the Guest has developed independently of its participation in the Project as documented by oral testimony or written records of the Guest.
3. To ensure alignment of the overall purpose of IBIS OIS, the Guest is obligated to make any results publicly available subject to the procedures of publication as stated below.
 4. The Guest is not entitled to publish or disclose any information to any person outside the University, without the express written consent from the IBIS OIS Parties. Therefore, a copy of any publication including the data and figures which the Guest intends to include, shall be provided to the IBIS OIS Parties involved in the Project for their review no later than seven (7) days prior to the submission of any publication or report to University ("Review Period"). After expiry of the Review Period, the Guest is permitted to submit the publication if no objections are received. If an objection is received, the Guest shall remove from the report any data or figures identified in the objection as being Confidential Information belonging to the objecting IBIS OIS Party. Publication of results created together with other participants in the Research Project requires prior, written agreement with such participants.
 5. The confidentiality obligation and requirement for approval of publications expires [list the time period of expiry set forth in the Research Project] years after termination of the Research Project.
 6. I hereby declare that to the best of my knowledge, any software developed by me during the Project does not infringe any rights of a third party. I have informed the University's supervisor/contact person of any third-party code or components used in the development of software by me during the Project and of any other relevant third-party rights associated with the software.
 7. By signing this Agreement, I hereby confirm that I am authorized to assign the intellectual property rights set forth herein, and that I do not have conflicting obligations to any third party, including any conflicting obligations to an employer.
 8. The validity, construction and performance of this Agreement shall be governed by Danish law, whether or not international private law and choice of law rules may lead to the application of another country's laws. The Guest and the University submit to the exclusive jurisdiction of the Danish courts in respect of any dispute arising in connection therewith.

[SIGNATURES ON NEXT PAGE]

SIGNATURES

Date:

Date:

Name:

Name:

Guest:

Employer of Guest:

I hereby confirm that [name], [address] is participating in the above-captioned Research Project and that any participants in the Research Project have been informed about and consented to such participation.

Date:

Name:

Head of Department at the University
[Department/Centre]

Attachment 2: Terms and conditions of the grant, Grant Agreement

Attachment 3: Accession document

ACCESSION

of a new Party to the Framework Agreement for Initiative for Biofertilizer Innovation and Science (IBIS OIS)

[Name of the new Party]

hereby consents to become a Party to the Framework Agreement for Initiative for Biofertilizer Innovation and Science (IBIS OIS) and subsequent addendums, if any (the "Agreement") and accepts all the rights and obligations as a Party hereto, commencing on [INSERT DATE].

Aarhus University hereby certifies the accession of [the name of the new Party] to the Agreement commencing on [INSERT DATE].

[Date and Place]

[Name of new Party]

Signature: _____

Name:

Title:

[Date and Place]

Aarhus University

Signature: _____

Name:

Title:

Attachment 4: Consultancy Agreement Template

CONSULTANCY AGREEMENT for International Expert Review Panel

The undersigned parties

Aarhus University

Nordre Ringgade 1
8000 Aarhus C
Denmark
Cvr. no. 31119103
(in the following the "Client")

and

[insert name]
[insert address]
[insert postal code and city/town]
[insert CVR no.]
(in the following the "Consultant")

have today entered into an agreement regarding the provision of consultancy services on the terms and conditions laid out in this Agreement.

1. BACKGROUND

- 1.1 The Client is conducting the project IBIS OIS under grant from Novo Nordisk Foundation (the "Project"). The Client wishes to engage the Consultant as a member of an international expert review panel which will be responsible for providing an independent expert evaluation of Project Proposals under IBIS OIS.

2. DESCRIPTION OF THE TASKS

- 2.1 The Consultant shall perform the tasks for the Client under this Agreement. The tasks are further specified in Appendix 1 (the "Tasks").

3. THE CONSULTANT'S RIGHTS AND DUTIES

- 3.1 The Consultant acts as an independent Consultant and not as an employee of the Client.
- 3.2 [employee name] shall perform the Tasks under this Agreement on behalf of the Consultant. The performance of the Tasks is dependent of the expertise and skills of [employee name] as a person and accordingly the Consultant is not entitled to have the Tasks performed by other employees or third parties.

- 3.3 The Consultant undertakes to carry out the Work described in Appendix 1 of this Agreement by applying best practice for professionals pertaining to the Work to be performed. The Consultant shall use his/her knowledge and state-of-the-art technology available at the time the Work is carried out.
- 3.4 The Consultant shall carry out the Work within the time schedule set forth in Appendix 1 and the budget limits set forth in section 6.
- 3.5 The Consultant shall take all necessary measures to prevent any situation where the impartial and objective evaluation of any Project proposal is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("Conflict of Interests"). In case the Consultant becomes or is made aware of any circumstances constituting or likely to lead to a Conflict of Interest, AU shall be notified without delay. The Consultant shall immediately take all the necessary steps to rectify this situation and to the extent possible, work together with AU to solve the Conflict of Interest.
- 3.6 Where the performance of the Tasks is subject to professional or employment rules requiring approval by the Consultant's professional organization or employer, the Consultant shall obtain such approval prior to entering into this Agreement.
- 3.7 Upon the conclusion of the Tasks, or early termination of this Agreement regardless of cause, the Consultant undertakes to return all materials handed over by the Client, and the Consultant shall at the same time hand over all materials, documentation, guidelines, etc. worked out by the Consultant as part of solving the Tasks.
- 3.8 The Consultant understands that consistent with applicable laws and regulations, that in the handling of research practice and intellectual property the Client is governed by its official policies titled Responsible Research Practice at Aarhus University and the Consultant agrees to abide by the terms and conditions of this policy, as it may be amended from time to time.
- 3.9 The Consultant is not authorized to enter into any agreement or make any binding commitments on behalf of the Client.

4. THE CLIENT'S CONTRIBUTION

- 4.1 During the performance of the Tasks, the Client shall collaborate with the Consultant by making the following available to the Consultant as required for [employee name] solving the Tasks on behalf of the Consultant:

Specific Project proposal and guidelines for assessment hereof as further described in Appendix 1.

5. REPORTING

- 5.1 The parties agree to hold an initial meeting between the Client and the Consultant for details about the Task.

- 5.2 The Consultant is obligated to report the final assessment as stipulated in Appendix 1, Tasks. Timely performance of the final assessment is of utmost importance for the Client.

6. REMUNERATION

- 6.1 The contractual fee for the Consultant's performing of the Tasks shall be a flat and final fee of Euro [XX] per Project proposal as indicated in Appendix 1. Any additional fees, expenses, costs etc. must be agreed upon in writing by the Parties. The Consultant will submit an invoice for the amount to the Client. The Consultant's fee falls due for payment 45 days from the date of the Consultant's invoice. If the Consultant is entitled to receive the remuneration as a private person, the Consultant must either i) state her/his CPR number if resident in Denmark to have the fee disbursed at her/his personal NemKonto or ii) fill out an online REEX remuneration form provided by the IBIS OIS secretariat at AU.
- 6.2 The Consultant's fees and claim for refund of outlays and extraordinary expenses will be stated excl. of VAT. The Consultant is VAT registered, and shall be responsible for payment of any applicable taxes and VAT etc.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Client will automatically and without separate payment hold all title and rights to the results and intellectual property rights hereto including but not limited to patentable inventions, utility models, copy rights to software and materials, which the Consultant has generated as part of solving the Tasks. This applies regardless of whether the results/intellectual property rights have been generated in connection with the Consultant's own activities or in collaboration with the Client. The rights are assigned to the Client automatically and continuously as they arise.
- 7.2 The Client's rights as per Section 7.1 cover any and all results and intellectual property rights hereto, unless the Consultant documents that the activities resulting in the intellectual property right have been conducted without any connection to the Tasks to be solved under this Agreement. Therefore, the Consultant shall obtain the consent of its employees carrying out the Consultancy Work in this respect, if applicable.
- 7.3 The Client's title to the results of the Tasks does not prevent the Consultant from applying the non-protectable ideas, know-how, methods and general knowledge, which the Consultant may have acquired during the performance of the Tasks when solving tasks for other clients, however provided that the Client has already published such results, cf. Section 12.

8. LIABILITY FOR DELAY, ERRORS AND OMISSIONS

- 8.1 The Consultant is liable for delays, errors and omissions in connection with the performance of the Tasks in accordance with general rules of Danish law. 8.2 Except for breach of the duty of confidentiality, the Consultant shall in no event be liable to the Client for any anticipated or indirect loss or damage, including, but not limited to, loss of profits or future business; any damage to reputation or goodwill; any damage, loss, costs or expenses of an indirect, exemplary, consequential, or economic nature, caused by, arising from, associated with or attributable to the Consultancy Work carried out by the Consultant under this Agreement.

8.3 The Consultant's aggregate liability for damages under this Agreement shall be limited to be twice the remuneration received according to section 6.

8.4 Nothing in this Agreement excludes or limits either Party's liability for fraud or fraudulent misrepresentation, gross negligence, intentional acts or omissions; breach of confidentiality and liability that cannot be excluded or limited under applicable law.

9. DURATION AND TERMINATION

9.1 This Agreement is effective from [INSERT DATE] on which date the Consultant commences the Tasks hereunder. The Agreement will automatically terminate on [INSERT DATE] when the Tasks have been fulfilled.

10. BREACH OF CONTRACT

10.1 Either of the parties may terminate this Agreement without notice in case the other party commits a material breach e.g. the Consultant does not deliver the Task within the deadline.

10.2 If the Client terminates this Agreement, the Consultant may only claim a fee for that part of the work, which has been performed before the date of terminating.

11. CONFIDENTIALITY

11.1 The Consultant shall keep confidential all information, which the Consultant receives or learns of concerning the Client or the Client's project, including the Tasks and the results of the Tasks. The confidentiality obligation covers any information of scientific, technical or commercial character including information cornering the Tasks.

11.2 The Consultant's confidentiality obligation shall also apply to its employees, sub-suppliers and all other external advisors contributing to the performance of the Tasks.

11.3 This confidentiality obligation also applies after completion of the Tasks and after the expiry of this Agreement, until such time when the Client has made the results of the Tasks public.

12. PERSONAL DATA

12.1 The Client will transfer personal information to the Consultant in relations to the Task. The Consultant will process this personal information in the Client's capacity as an independent data processor.

12.2 Personal data transferred from the Client to the Consultant shall solely be used for the Task and shall be deleted upon the completion of the Task. The Client warrants to comply with GDPR for any processing of personal data subject to this Agreement.

13. LAW AND VENUE

13.1 This Agreement is governed by Danish law whether or not the application of international private law and choice of law rules may lead to the application of another country's laws.

- 13.2 Any disagreement or dispute between the parties as to the interpretation and scope of this Agreement is to be settled by a Danish court in accordance with the general Danish rules of law.

14. SIGNATURE

- 14.1 This Agreement has been signed either digitally or in originals, and the signature pages have been exchanged as scanned pdf files.

15. LIST OF APPENDICES

Appendix 1: Tasks

16. SIGNATURES

Aarhus University

Date:

[Consultant]

Date:

Signature: _____

Name:

Title:

Signature: _____

Name:

Title:

Attachment 5: Non-Disclosure Agreement – observatory status in IBIS OIS BoardNON-DISCLOSURE AGREEMENT
("Agreement")

Between

Aarhus University
Nordre Ringgade 1
8000 Aarhus
Denmark
Company reg. no.: 31119103
("AU")

and

[Name]
[Address]
[Company reg. no XX]
("Recipient")

AU and the Recipient are hereinafter referred to individually as a "Party" and collectively as the "Parties".

The Parties wish to enter into this non-disclosure agreement (hereinafter referred to as the "Agreement").

WHEREAS

(a) On [date], AU, UCPH, DTU, SDU, and AAU entered into a framework agreement (the "Framework Agreement") with certain industry partners (collectively the "IBIS OIS Partners") setting out the terms for the Initiative for Biofertilizer Innovation and Science ("IBIS OIS"). IBIS OIS is anchored at DTU and administered by AU's Center for Open Innovation in Science.

(b) AU has been authorized by the IBIS OIS Partners to enter into this Agreement under which the Recipient from time to time may receive certain confidential information, engage in discussions, provide feedback or in other ways contribute to the discussions which the Recipient is part of in relation to the IBIS OIS framework (the "Purpose").

(c) The Recipient agrees to receive such certain confidential information and engage in such discussions for the Purpose under terms of confidentiality and non-use as set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. "Confidential Information" shall mean any information (including project proposals and any additional material concerning project proposals) received by the Recipient, information which has come to the knowledge of the Recipient as a result of the Recipient taking part in meetings or otherwise being engaged in IBIS OIS discussions as well as the content of any

discussions with AU and the IBIS OIS Partners.

2. The Recipient hereby undertakes for the term of this Agreement and for a period of five (5) years after receipt of the Confidential Information:

- not to use Confidential Information for any purpose other than the Purpose;
- not to disclose Confidential Information to any third party without the prior written consent by the disclosing IBIS OIS Partner/Partners;
- to ensure that internal distribution of Confidential Information by the Recipient shall take place on a strict need-to-know basis and subject to an obligation of confidentiality no less stringent than set out in this Agreement; and
- to return to the disclosing IBIS OIS Partner/Partners on demand all Confidential Information, including all copies thereof, and to delete all information stored in a machine-readable form. However, the Recipient shall not have an obligation to erase Confidential Information stored on the Recipient's computer backups, provided that if the backups are used to restore the Recipient's computer storage system, such Confidential Information shall be erased from such Recipient's restored computer storage system. If needed for the recording of ongoing obligations, the Recipient may however request to keep a copy for archival purposes only.

For the avoidance of doubt, the IBIS OIS Partners may use Confidential Information, the output of the discussions and the recommendations of the Recipient for their own purposes.

3. The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that their respective employees remain so obliged, as far as legally possible, during and after the end of the Recipient's participation in evaluating the project proposals and/or after the termination of employment, cf. Section 2.

4. The above shall not apply to disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information already is or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the disclosing IBIS OIS Partner/Partners subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who appeared to be in lawful possession thereof and under no obligation of confidence to the disclosing IBIS OIS Partner/Partners;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the disclosing IBIS OIS Partner/Partners as evidenced by oral testimony or contemporaneous written records; or
- the Confidential Information was already known to the Recipient prior to disclosure as

evidenced by contemporaneous written records without any obligation of confidentiality; or

- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the Clause 7 hereunder and the national laws or other national legal regulations.

5. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed as with its own confidential and/or proprietary information, but in no case less than reasonable care.

6. The Recipient shall promptly advise the disclosing IBIS OIS Partner/Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

7. If the Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- notify the disclosing IBIS OIS Partner/Partners, and
- comply with the disclosing IBIS Partner's/Partners' reasonable instructions to protect the confidentiality of the information.

8. Any Confidential Information furnished by disclosing IBIS OIS Partner/Partners hereunder shall remain the property of disclosing IBIS OIS Partner/Partners. This Agreement shall not be construed as granting or conferring upon the Recipient, either expressly or implied, any rights or licenses to the Confidential Information received from the disclosing IBIS OIS Partner/Partners.

9. Recipient hereby waives any claims to, and/or any right, title and/or interest to any intellectual property rights and/or Confidential Information they may have contributed to or otherwise become acquainted with, respectively. The Recipient hereby assigns any rights, title and/or interest to any intellectual property rights generated by the Recipient to the disclosing IBIS Partner/Partners without any remuneration.

10. This Agreement shall not constitute, create, give effect to, or otherwise impose or imply a joint venture, partnership or formal business organisation of any kind, or any other contract, agreement or arrangement whatsoever. Recipient has no right to use any part of the Confidential Information to develop its own technology or seek patent protection for it (whether or not in combination with other technology).

11. The disclosing IBIS OIS Partner/Partners make no representation, and provide no other warranties, express or implied in fact or by operation of law, with respect to the accuracy of the Confidential Information, and in no event shall disclosing IBIS OIS Partner/Partners be liable to Recipient for any damages including without limitation, any special, incidental or consequential damages, arising in any way, directly or indirectly, under any theory of liability, out of the disclosure of Confidential Information to Recipient under the terms of this Agreement.

12. The liability of each of the IBIS OIS Partner/Partners and the Recipient for their respective obligations and liabilities under this Agreement shall extend only to loss or damage arising out of their own breaches.

13. Neither Party shall assign or sub-license its rights or obligations under this Agreement. Each of the IBIS OIS Partners shall have a right to enforce the terms of this Agreement.

14. The invalidity or unenforceability of any part of this Agreement, for any reason whatsoever, shall not affect the validity or enforceability of the remainder.

15. This Agreement shall become effective on the last signature hereto, however, its terms shall apply retroactively from the date of the first exchange of Confidential Information.

16. This Agreement shall be governed by and construed in accordance with the laws of Denmark without reference to its conflict of law rules, and disputes arising between the Parties shall be settled by the Maritime and Commercial High Court in Denmark, provided however that such disputes are within the competence of said court according to § 225 and 227 of the Civil Procedure Act. If the dispute in question falls outside the competence of the Maritime and Commercial High Court, the dispute shall instead be settled by the District Court of Aarhus, Denmark.

17. The Recipient shall take all necessary measures to prevent any situation where the Recipient's advice is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("Conflict of Interests"). In case the Recipient becomes or is made aware of any circumstances constituting or likely to lead to a Conflict of Interest, AU and the IBIS OIS Partners shall be notified without delay. The Recipient shall immediately take all the necessary steps to rectify this situation and to the extent possible, work together with AU and the IBIS OIS Partners to solve the Conflict of Interest.

18. The Recipient may receive personal data in relations to the Purpose. The Recipient will process this personal information in the Recipient's capacity as an independent data processor. Personal data transferred to the Recipient shall solely be used for the Purpose and shall be deleted upon the completion of the Purpose. The Recipient warrants to comply with GDPR for any processing of personal data subject to this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the date first written above.

Aarhus University

Date:

Signature: _____

Name:

Title:

[INSERT NAME OF RECIPIENT]

Date:

Signature: _____

Name:

Title:

Attachment 6: The Governance Principles in IBIS OIS