

IBIS OIS

PROJECT AGREEMENT



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 **Error! Reference source not found.**. 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: