



Norwegian Institute of Public Health

Consortium Agreement

regarding

NewTools:

Developing tools for food system transformation, including food summary scores for nutrition and sustainability

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THIS CONSORTIUM AGREEMENT is

BETWEEN THE FOLLOWING CONSORTIUM PARTICIPANTS:

	Institution/Company:	Participant description
1	Norwegian Institute of Public Health (NIPH), organization number : 983744516, the Project Owner	Voting Party
2	University of Oslo (UIO), organization number: 971035854	Voting Party
3	Norwegian University of Life Sciences, Faculty of biosciences (NMBU), organization number: 969159570	Voting Party
4	Norwegian Institute for Sustainability Research (NORSUS) organization number: 989861751	Voting Party
5	Oslo Metropolitan University (OsloMet), organization number : 997058925	Voting Party
6	Statistics Norway (SSB), organization number: 971526920	Voting Party
7	Bama Gruppen AS, organization number: 914224314	Voting Party
8	Tine SA, organization number: 947942638	Voting Party
9	Nortura SA, organization number: 938752648	Voting Party
10	Animalia AS, organization number 919117060	Voting Party
11	Felleskjøpet Agri SA, organization number 911608103	Voting Party
12	Norgesmøllene AS, organization number: 885719422	Voting Party
13	Norwegian Consumer Council (Forbrukerrådet) organization number: 871033382	Voting Party
14	Institute of Marine Research (IMR), organization number: 971349077	Dialogue Party
15	The Norwegian Food Safety Authority (Mattilsynet), organization number 985399077	Dialogue Party
16	The Norwegian Directorate of Health (Helsedirektoratet), organization number: 983544622	Dialogue Party

	Institution/Company:	Participant description
17	Landbruksdirektoratet, organization number: 981544315	Dialogue Party
18	NFSU (Norsk bonde- og småbrukarlag), organization number: 970167943	Dialogue Party
19	REMA 1000, organization number: 883409442	Dialogue Party
20	Coop, organization number : 936 560 288	Dialogue Party
21	NorgesGruppen ASA, organization number: 920454143	Dialogue Party
22	Orkla ASA, organization number:915068154	Dialogue Party
23	Norwegian Seafood Federation (Sjømat Norge), organization number: 924824891	Dialogue Party
24	Framtiden i våre hender (FIVH) organization number: 970221115	Dialogue Party
25	Spire, organization number:912159167	Dialogue Party
26	Organic Norway (Økologisk Norge) organization number:	Dialogue Party
27	EAT Foundation, organization number :916737122	Dialogue Party
28	NHO Mat og Drikke, Organization number: 971273127	Dialogue Party

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Project entitled

NewTools- Developing tools for food system transformation, including food summary scores for nutrition and sustainability, project number: 326888

in short

NewTools

hereinafter referred to as "Project"

IT IS HEREBY AGREED AS FOLLOWS:

1 Section: Definitions

Key terms are defined in the General Terms of Contract document that is part of the contract between the Research Council of Norway and the Project Owner.

In addition, the following definitions shall apply:

Voting Party	A Party who has the right to vote in the meetings of a Consortium body where the Party is a member.
Dialogue Party	A Party who plays a role in NewTools and is allowed to participate in the meetings of the General Assembly, but has no voting rights.
Contract	Contract with the Research Council of Norway.
Working plan	An annual plan for the research-related and financial implementation of the Project that also specifies the obligations of the consortium participants.
Sub-project	An activity comprising part of the overall Project activities in accordance with the Project description and the funding plan.
The Research Council	The Research Council of Norway
Consortium participant	Project Owner and active partners who, under the provisions of the consortium agreement, provide resources for the Project.
Background	Material contributions or intellectual property rights or know-how that a consortium participant brings to the Project. The background provided by the individual consortium participant is specified in Appendix 2.
Affiliated participants	Legal entity that is directly or indirectly subject to the control of a consortium participant or is directly or indirectly subject to the same control as a consortium participant. The term control is used to mean: a) direct or indirect possession of more than 50% of the legal entity's share capital, or a majority of its voting shares or shareholdings. b) direct or indirect possession, in real or legal terms, of determinative influence over the relevant legal entity.

2 Section: Scope, purpose and relationship to the Contract

New Tools is a collaborative effort including partners from public and private sector and civil society in order to secure that key actors of the food system are being heard and able to contribute with their own experience and expertise related to food scoring systems.

It is essential to the Project that the food product scoring systems developed by the Project are based on best available science and transparent criteria and are independent of commercial interests. Parties to this Consortium Agreement who have commercial interests in the outcome of the Project will have the right to be heard and give advice. Scientific publications will be published according to general academic principles and the NewTools publication policy.

This Consortium Agreement governs the relationship between the Consortium participants in the Project for which the Project Owner, on behalf of the Consortium, has been awarded financial support from the Research Council. The Consortium Agreement also governs the organisation and implementation of the Project, as well as the rights and obligations of Consortium participants.

The parameters of the Project, including the terms and conditions for support from the Research Council, the scope of the support, the Project's objective, the Project description, funding plan and reporting requirements are stated in the Contract between the Research Council and the Project Owner, which is a part of the Consortium Agreement.

Appendix 1: The contract between the Research Council and the Project Owner

In the event of any contradiction between the Contract and this Consortium Agreement, the Contract shall have priority. The following attached documents shall also be part of the Consortium Agreement between the consortium participants:

Appendix 2 Background

Appendix 3 Accession form

Appendix 4 Affiliated participants

Appendix 5 Payment details

Appendix 6 Funding details

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

3 Section: Entry into force, duration and termination

3.1 Entry into force

The Consortium Agreement will enter into force when signed by all Voting Parties.

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorized representative.

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Appendix 3) by the new Party and the Project Owner. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Background, Project results, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes, shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4 Section: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under this Consortium Agreement as may be reasonably required from it and in a manner of good faith and in accordance with Norwegian Law.

Each Party undertakes to handle all personal data in accordance with the General Data Protection Regulation (GDPR) and enter into necessary data protection agreements where applicable.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Project Owner to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

Neither Party undertakes that the Project will lead to any particular result.

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Contract, the Project Owner or, if the Project Owner is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of Contract. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Contract.

4.4 Ethical and regulatory approvals

A Party, where applicable, shall be responsible for securing all necessary ethical and regulatory approvals before undertaking any part of the Project requiring such approval and shall, if required, obtain properly signed consent from any human subjects or their legal guardians who they will involve in the Project.

5 Section: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Project results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting user rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated participants) exercising its user rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage due to breach of any of the clauses in the Consortium Agreement, such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or by a breach of confidentiality.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to NOK 500 000, provided such damage was not caused by a willful act or gross negligence.

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

6 Section: Governance structure

6.1 General structure

The organizational structure of the Consortium shall comprise the following Consortium Bodies:

General Assembly

The General Assembly is the Consortium Body where all Parties can meet.

Executive Board

The Executive Board is responsible for the monitoring and managing of the progress of the Project.

Scientific Advisory Board (external members)

The Scientific Advisory Board shall advise on the direction of the Project, ensure that Project results are relevant and inform about potential risks and opportunities.

Strategic Advisory Board (external members)

The Strategic Advisory Board shall contribute to the Project progression according to plans, so that different views are included in the process, and that the project impact is maximized in Norway and internationally.

Project Owner

NIPH is the Project Owner, and the Project Manager is from NIPH.

NIPH Project Administration Team

The NIPH Project Administration Team shall assist and facilitate the work of the Consortium Bodies as well as the day-to-day management of the Project.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Voting Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organization of meetings

6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body when needed. The General Assembly and Executive Board shall meet as described below.

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	Monthly	At any time upon written request of any Member of the Executive Board

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible, and for the Executive Board no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	30 Calendar days	15 days
Executive Board	14 days	7 days

6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written agenda no later than the minimum number of days preceding the meeting as indicated below.

All Consortium Bodies	7 calendar days
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6.2.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

All Consortium Bodies	5 calendar days
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6.2.2.5

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6

Meetings of each Consortium Body may also be held as digital meetings.

6.2.2.7

Any decision may also be taken without a meeting if the Project Manager circulates to all Voting Party Members and Dialogue Party Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3) of all Voting Party Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.2, no Voting Party Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body a written notification of this acceptance.

6.2.3 Voting rules and quorum

6.2.3.1

Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Voting Party Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Voting Party Members is present or represented.

6.2.3.2

Each Voting Party Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3

A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4

Decisions shall be taken by a simple majority of the votes cast.

6.2.4 Minutes of meetings

6.2.4.1

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 7 calendar days of the meeting.

6.2.4.2

The minutes shall be considered as accepted if, within 7 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.4.3

The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Project Owner, who shall safeguard them.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1

The General Assembly shall consist of one representative of each Party.

The Project Manager shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.2

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 14.3.

6.3.1.2 Decisions

The following decisions shall be taken by the General Assembly:

- Modifications to Appendix 2 (Background Included)
- Additions to Appendix 3 (Identified Affiliated Entities)
- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Research Council for suspension of all or part of the Project
- Proposal to the Research Council for termination of the Project and the Consortium Agreement

6.3.2 Executive Board

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.2.1 Members

The Executive Board shall consist of the Project Manager and the WP leaders. The NIPH Project administration team will serve as secretariat for the Executive Board.

The Project Manager shall chair all meetings of the Executive Board.

6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Project Manager to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly.

6.3.2.3.2

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.3

The Executive Board shall monitor the effective and efficient implementation of the Project.

6.3.2.3.4

The Executive Board shall:

- Coordinate scientific research activities between Parties
- Be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out in this Consortium Agreement
- Monitor progress with respect to milestones and deliverables
- Identify bottlenecks, critical risks and deviations from the description of action and implement appropriate mitigation measures
- Support the Project Owner in preparing meetings with the Research Council and in preparing related data and deliverables
- Adopt and administer NewTools publication policy
- Prepare the content and timing of press releases and joint publications by the consortium
- Report to the General Assembly and assist the Project Owner in preparing General Assembly meetings
- Appoint external advisors to the Strategic Advisory Board

6.3.3 The Project Owner

The Project Owner shall be the intermediary between the Parties and the Research Council and shall perform all tasks assigned to it as described in this Consortium Agreement.

6.3.3.1

In particular, the Project Owner shall be responsible for:

- Monitoring compliance by the Parties with their obligations, including deliverables, annual plans, tasks and updates
- Keeping the address list of Parties and other contact persons updated and available
- Collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Research Council
- Transmitting documents and information connected with the Project to any other Parties concerned
- Administering the financial contribution of the Research Council and fulfilling the financial tasks described in Section 7.3
- Providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Project Owner when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any Project deliverable, the Project Owner may nevertheless submit the other Parties Project deliverables and all other documents required to the Research Council in time.

6.3.4 Scientific Advisory Board

The Scientific Advisory Board includes internationally recognized external experts and key organizations with experience from product labelling and food procurement. The Scientific Advisory board will serve as a resource for the consortium and will interact through annual web meetings, as well as targeted smaller meetings.

Decisions made in the Scientific Advisory Board are non-binding to the consortium. However, the Scientific Advisory board can ask that such decisions are included for consideration on the agenda of the next Executive Board or General Assembly.

The Scientific Advisory Board shall:

- Advise on the direction of the Project, provide ideas and input for improving the Project
- Ensure that Project results are relevant and aligned with the Project description
- Inform about potential risks and opportunities

All members of the Scientific Advisory Board shall sign a non-disclosure agreement.

6.3.5 Strategic Advisory Board

The Strategic Advisory Board will be headed by the Director-General, NIPH, and include the project manager, all WP leaders and external advisors.

The Strategic Advisory Board shall contribute to:

-the Project progression according to plans

- that all different views are included in the process
- that the Project impact is maximized in Norway and internationally

All members of the Strategic Advisory Board shall sign a non-disclosure agreement.

6.3.6 NIPH Project Administration Team

The NIPH Project Administration Team shall assist and facilitate the work of the Consortium bodies as well as the day-to-day management of the Project. The NIPH Administration Project Office will be established and located at NIPH's premises and led by the Project Manager.

7 Section: Working plan, publication policy, reporting and payment

7.1 Working plan

In order to render more concrete and follow up the measures in the Project description, an annual Working plan shall be drawn up as a point of departure for the technical and financial implementation of the Project and to stipulate the obligations of the various Consortium participants. Working plans are adopted by the Executive board. The revised annual working plan also forms the basis for reports to be submitted to the Research Council.

7.2 Publication policy

The Executive Board will adopt and administer a publication policy (NewTools publication policy) that will secure scientific rigor and independence from commercial interests.

7.3 Reporting

The Project Owner is responsible for coordinating scientific and financial reporting to the Research Council. Consortium participants shall without undue delay submit all Project results, reports, accounting documentation and other documents that the Project Owner requires fulfilling its obligations to the Research Council.

7.4 Payment

The Project Owner is responsible for ensuring that funds disbursed by the Research Council are managed in compliance with the Contract and according to the payment details in Appendix 5.

8 Section: Background

The Background that is considered relevant upon entry into the Consortium Agreement is specified in Appendix 2

Any Consortium participant wishing to make Background available to the Project after the entry into force of this Consortium Agreement shall notify the General Assembly of this. The General Assembly will decide whether this will be a relevant contribution to the Project and whether it will be used in the Project.

Any results from the Project that do not comprise Background pursuant to Appendix 2 and are not approved by the General Assembly as Background, will automatically be assigned the status of Project results.

For the duration of the Project period, the Consortium participants shall have access at no charge to the Background that is necessary for the implementation of their own work in the Project.

Access to Background for commercial use of Project Results may be given according to terms agreed upon among the Parties. Any access for commercial use must be in accordance with paragraph 28 of the ESA Guidelines for state aid for research and development and innovation.

The ownership of Background will be maintained by the consortium participant that brought it into the Project.

9 Results

9.1 Ownership rights to Project results

- 9.1.1 Each Consortium participant will have ownership rights to the Project results produced by that participant, its employees or suppliers.
- 9.1.2 When a Project result has been produced by several Parties in a collaborative effort, the ownership will be shared by the Consortium participants that have contributed to the Project result. In this case, the Parties must draw up an agreement concerning the exercise of this shared ownership.
- 9.1.3 The Consortium participant that owns a Project result that may be of commercial value is under obligation to protect the result in the manner and to the degree that is deemed appropriate. If ownership rights are shared between two or more Consortium participants, the Project Owner shall ensure that the appropriate protection measures are put in place, with all expenses to be covered by the relevant owners.
- 9.1.4 Should one of the Consortium participants not wish to protect a Project result, then that participant must allow the other Consortium participants to establish protection at their own expense, according to agreed-upon terms.

9.1.5 Consortium participants shall notify the Executive board of all Project results.

9.2 User rights to Project results

9.2.1 For the duration of the Project period, the Consortium participants shall have access at no charge to Project results that are necessary for implementing their own work in the Project.

9.2.2 With regard to commercial utilisation, the Consortium participants must have access to the Project results according to terms agreed upon among the Parties when this is necessary in order to utilise the Project results to which they themselves have rights under the Project. Terms of utilisation must be in accordance with paragraph 28 of the ESA Guidelines for state aid for research and development and innovation.

9.2.3 The Consortium participants shall have access at no charge to Project results that are to be used for their own educational or research purposes.

9.2.4 All requests for user rights to Project results must be submitted in writing.

9.3 Requirements relating to utilisation of Project results

Project results that can be applied commercially must be utilised within a reasonable period of time. If the rightsholder(s) of the Project results do not wish to utilise the results commercially, then that participant shall give the other Consortium participants the right to negotiate on commercial utilisation. Any negotiated right to utilisation must be in accordance with paragraph 28 of the ESA Guidelines for state aid for research and development and innovation.

9.4 Affiliated participants

Rights that accrue to a Consortium participant pursuant to Section 9 shall be transferable to companies belonging to the same concern or other existing or future affiliated companies as specified in Appendix 4.

10 User rights for participants that join or withdraw from the consortium

10.1 New parties to the consortium agreement

All Project results produced prior to the time at which a new participant has become party to the Consortium Agreement will be considered Background in relation to the new Consortium participant.

10.2 Parties that withdraw from the consortium agreement:

10.2.1 User rights of parties following breach of contract:

The user rights of a Party in breach of the Consortium Agreement, as well as that Party's entitlement to submit a request for user rights, shall cease immediately from the time that Party receives the formal notification from the Executive board that its participation in the consortium has been terminated.

10.2.2 User rights for parties withdrawing freely from the consortium agreement:

A Party that freely withdraws from the consortium and has the consent of the other consortium participants to do so may keep the user rights to Project results produced up to the date of termination of contract.

10.2.3 Rights of remaining consortium participants:

All Parties that withdraw from the Consortium Agreement shall continue to surrender user rights in accordance with the Consortium Agreement as if that participant had remained a Party to the Consortium Agreement for the duration of the Project.

11 Dissemination

11.1

Project results shall be published as rapidly as possible and in accordance with the Vancouver Guidelines and the NewTools publication policy. The dissemination measures and communication plans specified in the Contract between the Research Council and the Project Owner shall be implemented.

11.2

Necessary protection measures to safeguard the capacity for commercial utilisation prior to publication must be put into place if at least one Consortium participant so requests.

11.3

Plans for publication shall be submitted via the Project manager to the Executive Board by the Party that has produced the Project result. Consortium participants have a deadline of 20 days from the date on which the publication notification was issued to request postponement of publication in order to implement the necessary protection measures. The deadline for registering patents will normally be another 90 days after a consortium participant has submitted a request for postponement.

11.4

Any publication relating to Project Results shall be published in accordance with the following guidelines securing open access:

- Articles are equipped with an open license that regulates use: Creative Commons Naming 4.0 (licence CC BY 4.0, alternatively CC BY-SA or CC0)
- All scientific articles must be made openly available in an open knowledge archive no later than at the time of publication. The version made available shall be the latest manuscript version after peer review (Author's Accepted Manuscript – AAM) or the final published version (Version of Record-VoR)

12 Section: Non-disclosure of information

To the extent permitted by applicable law, the Parties agree to keep confidential and not to disclose, all information identified as Confidential Information. Confidential information means all information disclosed between the Parties which is marked "Confidential", or explicitly understood to be confidential.

The confidentiality obligations under this Consortium Agreement do not apply to any information that;

- has been published or otherwise made publicly available at the time of the disclosure to the receiving Party; the receiving Party was in possession of or was readily available to the receiving Party without being subject to a confidentiality obligation from another source prior to the disclosure;
- has become publicly known, by publication or otherwise, not due to any unauthorized act of the receiving Party;
- the receiving Party can demonstrate it developed independently, or acquired without reference to, or reliance upon, such confidential information; or
- is required to be disclosed by law, by any governmental or other regulatory authority, by a court or other authority of competent jurisdiction.

13 Section: Miscellaneous

13.1 Assignment and amendments

Except as set out in Section 9.4, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

13.2 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Norway.

13.3 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

If, and to the extent that, any dispute, controversy or claim cannot be settled amicably, the courts of Oslo shall have exclusive jurisdiction.

14 Section Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.