

COOPERATION AGREEMENT

1. GENERAL TERMS

1.1 The Agreement

This Cooperation Agreement is an independent agreement between the representative participants in a project where one or more of the participants has received funding from the Nordic Industrial Fund. The agreement is also a supplement to the agreement between the Nordic Industrial Fund and the project participants receiving funding (the Funding Agreement). Therefore, for matters such as the amount of the funding, the project content, goals, budgets, schedule, payments, reporting etc, as well as the Standard Conditions and the information in the application to the Fund, the Funding Agreement should be consulted.

It is assumed that the project participants have familiarised themselves with the conditions of the Funding Agreement and the Standard Conditions.

1.2 The project

Cooperation Agreement concerning the project funded by the Nordic Industrial Fund:

Project no. 03094 -Nordic harmonized knowledge indicators; putting IC into practice

1.3 Parties to the agreement

The parties to this agreement, acting on behalf of their member organisations labeled 6 in the table below, are the following:

1.	Association of Icelandic Software Companies /Federation of Icelandic Industries	ICELAND
2.	Svenska IT-företagens Organisation	SWEDEN
3.	IKT - Norge	NORWAY
4.	Federation of the Finnish Information Industries	FINLAND
5.	ITEK	DENMARK
6.	Members of IT organisations; 1st, 2nd and 3rd generation IT companies from Iceland, Denmark, Sweden, Norway and Finland. 1st generation IT companies are total 10, two from each country. 2nd generation IT companies are also 10, two from each country. 3rd generation companies are all IT organisations member companies who are interested to use project's guidelines and indicators to publish their own IC reports.	

In some contexts the parties to the agreement are called the participants in the project.

1.4 Mutual information exchange

The parties to the agreement are obliged to freely and openly exchange information on every aspect of importance for the running of the project, including the progress

of the project, problems identified, deviations from the plan, results achieved etc. All parties to the agreement are obliged under all and any circumstances to inform the Nordic Industrial Fund in writing about any significant deviations from the agreed project plan.

1.5 Reporting

A confidential report on the project must be sent annually to the Nordic Industrial Fund. This report is to be written by the project coordinator and approved by the management group.

1.6 Confidentiality

Any information regarding the cooperation, which is to be treated as confidential must be submitted in writing and labeled as “confidential”. Anyone receiving such confidential information is obliged to ensure that it is not disseminated or used in any way in contravention of principles., and also to store any such information received in a responsible manner, so as to prevent access by unauthorized persons.

2. THE INPUTS AND SERVICES OF THE INDIVIDUAL PARTIES

2.1 The inputs and services from the individual parties to the agreement and the related deadlines are to be based upon the application, in conjunction with any additional project descriptions, participation schedules and the Funding Agreement, plus any annexes.

Special services or requirements which are not mentioned in these documents must be specified below for each individual participant.

2.2 No special services or requirements specified.

3. ENTITLEMENTS TO THE PROJECT

3.1 The rights specified below belong to one or more of the parties to the agreement or will be allocated at the start of the project and made available to the project.

3.2 Party FII is to make the following guidelines available to the project:

A list of proposed primary IC indicators

A prototype of an IC annual report

4. COMPETITIVE ACTIVITIES

Before the start of the project, the individual participants must inform the other members of the team of any research activities, product development or other projects in which they are involved or are planning, which might be in competition with the goals of the project to which these conditions apply.

5. PUBLICATION

5.1 Once the project is completed, the results will be in the public domain, unless otherwise stipulated in the Cooperation Agreement. The management group is, however, entitled to decide that the results, or a part of them, will not be made available for a period of two years following the completion of the project.

However, such a decision in no way compromises the right of the Nordic Industrial Fund to insist upon a shorter period before publication, cf. clause 15 in the Standard Conditions.

- 5.2** In the absence of other agreements, the project participants are free to disseminate their results within the period of the project.

6. RIGHTS TO THE RESULTS OF THE PROJECT

- 6.1** The rights to the results of the project may be linked to patentable inventions methods, recipes or patterns, software or other structured data, or similar, which have a financial value.

- 6.2** The Standard Conditions, under clause 16, specify which rights of exploitation of the project results the parties to the contract have. How the formal ownership of the results is to be accorded is described below. Project participants, who do not receive funding are nonetheless bound by the Standard Conditions, clauses 15, 16 and 17.

- 6.3** In the absence of any other agreement, the rights to the results of any part of the project developed by a particular party accrue to such party.

- 6.4** Insofar as two or more participants have collectively developed a part of the project and can demonstrate that the results are their own production, these parties will be regarded as co-owners of these parts of the project design in the absence of any other agreement.

Insofar as there is no other agreement, the participants are joint owners of the results in proportion to their total inputs in achieving said results.

- 6.5** In other respects, the results belong equally to all parties, in the absence of other agreements.

- 6.6** Individual parties to the agreement are obliged to form contracts concerning ownership with their employees concerning inventions etc. and other results from the project.

- 6.7** Should it be the case that several participants wish to use the results exclusively or to assume the rights to the results, the participants involved should strive to coordinate their plans for exploitation. Should the Nordic Industrial Fund receive conflicting plans for exclusive exploitation, then NIF is free to decide which parties should be involved, cf. Standard Conditions, clause 16.

7. VARIOUS CONDITIONS

- 7.1** These agreements may be changed or supplemented by input from the parties affected. Any such changes or supplements must be communicated to the Nordic Industry Fund.

7.2 Should there be a conflict between the agreement and the Funding Agreement, the Funding Agreement shall have priority.

8. PERIOD OF VALIDITY

This agreement is valid for two years after the conclusion date of the project. These conditions are also binding for any party which signed the agreement and subsequently withdrew, for whatever reason.

The rights to the project results, as stipulated in the Cooperation Agreement, remain in effect after the completion of the project.

9. APPLICABLE LAW

9.1 The current agreement is subject to Norwegian law.

9.2 In the case of patenting or protection of the project results, the law of the country from which the project participant who has contributed most to the development of the results will be dominant.

10. DISPUTES

The rules on arbitration in the Funding Agreement also relate to this agreement.

1.	Association of Icelandic Software Companies /Federation of Icelandic Industries	Date
2.	Svenska IT-företagens Organisation	Date
3.	IKT - Norge	Date
4.	Federation of the Finnish Information Industries	Date
5.	ITEK	Date