



KREFTFORENINGEN

{currentdate}

PROJECT CONTRACT NO. *{projectID}*-*{date}*

for the project

{projecttitle}

between

The Norwegian Cancer Society

and

{projectowner}

1. PROJECT INFORMATION

ApplicationID: {projectID}

Project title: {projecttitle}

Responsible applicant institution: {projectowner}

Project administrator responsible for the application at {projectowner}: {NameProjectadministrator}

Project Manager: {NameProjectmanager}

Call announcement: {callname}

Processed in Peer Review Committee: {NamePeerreviewcommittee}

Popular science presentation:

{projectsummary}

2. GRANTED APPLICATION

{projectID} - {projecttitle}

3. DEFINITIONS

Project Owner

The Project Owner is the institution that is legally and financially liable for fulfilling the project according to the terms and conditions described in the project contract. A Project Owner may be a Norwegian university, university college, research institute, hospital or other institution having research as a part of its non-commercial activities. Private commercial entities may not be project owners.

Project Administrator

The Project Owner must designate a Project Administrator who is authorised to represent and assume obligations on behalf of the Project Owner in relation to the Norwegian Cancer Society. The Project Administrator is responsible for approving the grant application, including the budget, before submission. The Project Administrator is also responsible for accepting any possible grant, entering into the project contract and collaboration agreements.

Project Manager

The Project Manager is the principal investigator/scientist who oversees the scientific progress and performance of the project on behalf of the Project Owner. If granted, this includes submission of annual and final reports, as well as applying for changes to the project throughout the project period, if relevant.

Project Partner

The Project Partner is a collaborating institution, organisation, or private entity, that is under obligation to implement the project together with the Project Owner, sharing its risks as well as its results. The Project Partner can contribute scientifically and/or financially to the project.

The Project Partner must be represented by one or more Project Participants, or a Financial Contributor.

Project Participant and Financial Contributor

The Project Participant is the actual scientific collaborator who contributes to the implementation of the project plan. The Project Participant provides clearly defined expertise necessary to complete one or more work packages. The Project Participant can be working in the same institution as the Project Manager (the institution will then be the Project Owner) or in another institution (the institution will then be a Project Partner).

If a collaboration between the Project Owner and a Project Partner involves only a financial contribution, an administrative representant (Financial Contributor) must represent the Project Partner.

4. FINANCIAL FRAMEWORK, PROJECT PERIOD AND INVOICING

The project {*projecttitle*} has been granted NOK {*grantedamount*} for the period {*startdate*} to {*enddate*}.

The award includes VAT, and other fees that accrue during the project period such as holiday allowances, employers' contributions and pension schemes.

The employer responsibilities lie with the Project Owner, which is also responsible for the disbursement of the funds, as well as coverage of indirect costs and other costs related to leave or absence or investments.

4.1. INVOICING

Funding will be disbursed on the basis of invoicing to the Norwegian Cancer Society. The Project Owner must invoice according to budget, arrears invoicing, on a quarterly, semi-annually or annually basis.

The invoice must include project contract number. Collective invoice for multiple projects is accepted if each project is specified with project contract number and its corresponding amount.

Invoices in EHF format must be sent to 951 812 528. If the Project Owner does not use EHF, the invoice must be sent in PDF format by e-mail to 951812528@semene.net

The payment terms are a minimum of 14 days from the invoice date.

Payments may be halted if the Norwegian Cancer Society finds that the execution of the project deviates significantly from the contract or becomes necessary on other grounds.

5. PRECONDITIONS AND OBLIGATIONS UPON ACCEPTANCE OF FUNDS FROM THE NORWEGIAN CANCER SOCIETY

By accepting a grant through the Norwegian Cancer Society's ApplicationWeb, the Project Administrator has acknowledged that the Project Owner accepts the terms and conditions that appear in this project contract as well as the content in the documents *Application Guidelines for the specific call* and *the Norwegian Cancer Society's Ethical Guidelines*.

The Project Owner must follow applicable laws and regulations, other public regulation, ethical guidelines and recognised quality standards and norms for good research practices. The Norwegian Cancer Society makes it a precondition that all mandatory approvals exist that are required for execution of the project.

The grant is given under the precondition that the Project Owner or Project Manager has not for the past 10 years received or expects to receive support from the tobacco industry. The

tobacco industry includes "The Foundation for a Smoke-free World" and enterprises, groups of companies and the like if production or sales encompasses to a significant extent on-going revenue from the production and/or sale of clearly cancer-causing substances such as tobacco.

The Norwegian Cancer Society may request of the responsible institution inspection of its accounting, including complete documentation, that shows the use of the funds awarded by the Norwegian Cancer Society.

In the event of any possible contradiction between this project contract and the Norwegian Cancer Society's *Application Guidelines for the specific call* or collaboration agreements between the Project Owner and the Norwegian Cancer Society, this document shall take precedence.

5.1. PROJECT EXECUTION

The project must be carried out in accordance with the project description and any possible other agreements that have been entered into between the parties. The funds can only be used for those purposes that are specified in the application.

The Project Owner must ensure that everyone who performs work in the project respects the rights and obligations that follow from the contract.

5.2. DOUBLE FINANCING

If the Project Manager receives offers of funds for execution of all or parts of the same project, then the Project Owner is obligated to notify the Norwegian Cancer Society. The Project Manager must provide an explanation of how the total project costs will be distributed between the different financing sources. The Norwegian Cancer Society may require that the Project Owner decline all or parts of the Norwegian Cancer Society's grant based on the degree of overlap.

5.3. REGISTRATION OF CLINICAL STUDIES

This section applies to intervention and observation studies involving human beings that requires an approval from the Regional Committees for Medical and Health Research Ethics. Such studies being completely or partly financed by the Norwegian Cancer Society must be registered in [ClinicalTrials.gov](https://clinicaltrials.gov) or other [ICMJE-approved registries](#) prior to the enrolment of the first study participant. If the trial has commenced before such a registration, it should be registered without further delay. The registry identifier must be provided to the Norwegian Cancer Society through the progress report.

All intervention studies/ clinical trials must additionally be registered at helsenorge.no/kliniske-studier.

Information about the Norwegian Cancer Society as a funding source shall, if applicable, be included in the registries, by reporting the project number from the Norwegian Cancer Society.

5.4. REMAINING FUNDS

If at the end of the project period there are leftover funds for wages or operation, then the Project Owner must enter into a dialogue with the Norwegian Cancer Society concerning any possible redistribution of such funds. The Norwegian Cancer Society may require repayment of remaining funds.

5.5. QUARANTINE

Upon accepting this grant, it is acknowledged that the project manager cannot receive funding from another call for Researcher projects if this project's original end date overlaps the new project's start date.

6. PROJECTS WITH PROJECT PARTNERS

The Project Owner is responsible for the Project Partners always being acquainted with the relevant parts of the contract.

Any possible changes to the Project Partners in the project must be approved by the Norwegian Cancer Society.

6.1. COLLABORATION AGREEMENTS

The Project Owner is obligated to enter into collaboration agreements that govern the mutual rights and obligations of the parties. Such collaboration agreements must exist prior to the disbursement of funds from the Norwegian Cancer Society.

The Project Owner is responsible for the collaboration agreements according with the terms and conditions defined in the contract.

7. REPORTING AND DEVIATIONS

7.1. PROGRESS REPORT AND FINAL REPORT

Annual progress reports must be submitted by the Project Manager. In the event of deviations, see point 7.2.

An approved progress report is a precondition for further disbursements of grant payments. Lacking reporting can also have consequences for any possible new projects that are applied for with the Norwegian Cancer Society.

At the end of the project, the Project Manager must submit a final report that summarises the results from the entire project period. The Norwegian Cancer Society must approve the final report and may, as needed, submit a request concerning a follow-up report, more information or reformulated popular science presentation.

In the final report, the Project Manager should inform the Norwegian Cancer Society of research results connected with the project having a nature that provides commercialisation possibilities.

Both annual progress reports and a final report will be initiated via the ApplicationWeb and must be responded to within the given deadlines.

Breaches of obligations that concern reporting may be regarded as significant breaches which give the Norwegian Cancer Society a basis for cancelling the contract.

7.2. HANDLING OF DEVIATIONS

Project changes must be applied for in the ApplicationWeb without undue delay by the Project Manager or Project Administrator on behalf of the Project Owner. Any deviation to the project regulated by the contract is considered a project change.

The Norwegian Cancer Society will consider requests on an ongoing basis and provide written feedback on the outcome. If a project change is approved, the annual progress report must be updated accordingly by the Project Manager.

If the funds have not been used with respect to the project regulated by the contract, then repayment may be required.

Breaches of obligations that concern handling of deviations may be regarded as significant breaches which give the Norwegian Cancer Society a basis for cancelling the contract.

8. INCORPOREAL RIGHTS, PROPERTY RIGHTS, EXPLOITATION, ETC.

The Project Owner and any possible Project Partners must secure themselves the rights for commercial exploitation of the project results, and must, if necessary, enter into agreements with owners, employees (including those with multiple employment relationships), subcontractors and others in order to achieve this.

This securing of the rights involves no limitation in the protection of the originator's nonmaterial interests pursuant to the Norwegian Copyright Act and poses no impediment to remuneration arrangements being able to be agreed upon for originators corresponding to those that apply for patentable employee inventions in accordance with the Norwegian Act Respecting the Right to Employees' Inventions.

An overarching goal is for the research funds from the Norwegian Cancer Society to be of the best possible benefit to the cancer issue. This can occur both through commercial exploitation as well as by publication and other forms of disseminating the research results.

The parties agree that 1/3 of the net income from any possible commercialisation will as a primary rule be allocated to the institute/research environment by {*projectowner*} who has developed the idea in line with {*projectowner*}'s guidelines. Revenues from commercialisable ideas that arise in extension of research funds from the Norwegian Cancer Society will in this way go towards further cancer research.

8.1. PROTECTION

The Project Owner and any possible Project Partners must assess the need to protect project results that may be of commercial value and, when the need dictates such, protect them. If the legislation requires that the rights have to be registered in order to attain protection, then the Project Owner must ensure that this registration is undertaken.

8.2. INFORMATION FOR THE TECHNOLOGY TRANSFER OFFICE (TTO)

The Norwegian Cancer Society desires that the results of research be of benefit to the patients. The Norwegian Cancer Society thus has the right to divulge contact information and present the project receiving the grant to the TTO at the associated Project Owner, in order to arrange for increased co-operation between the actors.

9. RELEASE OF RESULTS AND ATTRIBUTION OF CREDIT

The fund for the granted project originates from gifts given by the Norwegian population. The donations are trusted to be administered in a good and justifiable manner. The Norwegian Cancer Society should therefore be able to document how the funds are used and ensure transparency on both the administration of the funds and the scientific results.

9.1. DISSEMINATION OF RESULTS

Unless otherwise stated, the Project Owner is required to make the project results public as quickly as possible. The Project Owner should strive to ensure that a copy of peer-reviewed scientific articles based on research wholly or partially funded by the Norwegian Cancer Society is stored in appropriate, open-access digital archives. Research-generated data must be deemed to be publicly available if there are no special reasons that argue against it or contractual terms and conditions or governmental rules exist that prevent this. The Norwegian Cancer Society require that the Project Manager registers the ApplicationID from this contract on all publications and presentations related to the project in the Current Research Information System in Norway, Cristin.

The Project Owner institution and Project Manager must with no remuneration and as much as possible contribute to the dissemination of research results.

9.2. RIGHTS OF THE NORWEGIAN CANCER SOCIETY

{*The Norwegian Cancer Society*} {*and the Breast Cancer Society*} has the right to release to the public the name of the Project Owner, Project Manager, project title, project duration, project summary, popular science summary and the project's financial contributors.

{*The Norwegian Cancer Society*} {*and the Breast Cancer Society*} possesses the right to use the data in its work unless there are special reasons that dictate to the contrary. What is meant by special reasons is protection of the project owner institution's incorporeal rights, the risk of being plagiarised, breaches of non-disclosure obligations, the risk of damage that such release to the public may cause to the project owner institution's enterprise, as well as other reasons that make the requirement for release to the public unreasonable in proportion to the interests of the Project Owner.

9.3. CREDITS / ACKNOWLEDGEMENTS

The Project Owner and Project Manager must jointly contribute to the Norwegian Cancer Society's efforts being rendered visible to the general public, users and relevant professional bodies. {*The Norwegian Cancer Society*} {*and the Breast Cancer Society*} must be credited as the financing source in all disseminations that are associated with the project, as for example publications, presentations, posters, Web pages, media, annual reports and course materials. {*The Norwegian Cancer Society*} {*The Pink Ribbon's*} name and logo must be used, and the Norwegian Cancer Society will be of assistance in procuring the requisite material.

10. INDEMNIFICATION AND IMMUNITY FROM LIABILITY

The Project Owner bears the responsibility for the execution of the project not infringing upon the rights of third parties, including third-party copyrights and other intellectual property rights, or in some other manner that could bring about claims from third parties.

The Project Owner must indemnify the Norwegian Cancer Society against all claims that might arise in connection with the execution of the project, including claims that follow from infringements of incorporeal rights.

The Norwegian Cancer Society is not legally or financially liable for damage or losses due to, among other things, errors in or untrained use of equipment, methods or programs that are associated with the project.

11. FORCE MAJEURE

Each of the parties shall without undue delay notify the other parties if a *force majeure* situation prevents the party concerned from fulfilling its obligations under the contract. None of the parties are liable for a lack of adherence to their obligations under the contract in consequence of *force majeure*.

If *force majeure* endangers the project itself, then the parties must meet in order to negotiate necessary adjustments to the project. If the parties do not reach agreement on such adjustments, then the Norwegian Cancer Society may halt disbursements to the project.

12. DURATION AND CESSATION OF THE CONTRACT

The contract will cease without notification when the project has ended and its final report has been submitted and approved, unless the contract period ceases earlier.

12.1. ENDING OF THE CONTRACT BY AGREEMENT

The parties may by written agreement wind up the contract before expiry of the project period.

12.2. CANCELLATION

Cancellation of the contract must occur in writing and must be justified.

The Norwegian Cancer Society may cancel the contract with immediate effect if the Project Owner has significantly breached its obligations. A significant breach is deemed, among other things, to comprise:

- the existence of significant deviations in relation to the progress plan or other conditions governed in the contract
- the Project Owner breaking its obligations for reporting, cf. point 7
- the grants disbursed being used in violation of the contract or what was agreed between the parties
- the Project Owner conducting activities that are incompatible with the applicable legislation or the Norwegian Cancer Society's goals and guidelines, including ethical guidelines
- the Project Owner not desiring to or not being able to complete the project
- central preconditions for the contractual relationship being abandoned, including the Norwegian Cancer Society not having the requisite funds placed at its disposal, changes being made in governmental regulations or other unforeseen circumstances arising that are of essential significance to the execution of the project or the Norwegian Cancer Society's ability to contribute to it

The Project Owner may cancel the contract with immediate effect if the Norwegian Cancer Society has significantly breached its obligations.

If the Norwegian Cancer Society cancels the contract due to a significant breach at the project owner institution, then the Norwegian Cancer Society may require repayment of disbursed grants, with the addition of late payment interest with respect to the applicable law concerning interest on late payments, from the point in time of the cancellation.

If repayment does not occur, the Norwegian Cancer Society may demand that the rights to the project results shall be transferred to the Norwegian Cancer Society.

A demand for such a surrender must be made in writing. The Project Owner is obligated to surrender the rights without undue delay and must cover the costs of the handover. The ownership rights are conveyed from the Project Owner to the Norwegian Cancer Society or a third party upon delivery.

13. CHOICE OF LAW AND VENUE

The agreement is subject to and must be interpreted in accordance with Norwegian law.

Any possible disputes shall be resolved before the ordinary courts. Oslo District Court is adopted as the legal venue.