Project Agreement

Between

Institution XX
Company reg. no.
[Department]
[Address]
[Postal code and city]
[Country]
("Institution 1")

and

Institution XX
Company reg. no.
[Department]
[Address]
[Postal code and city]
[Country]
("Institution 2")

and

[Company Name]
Company reg. no. [Insert number]
[Address]
[Postal code and city]
[Country]
("Company 1")

And

[Company Name]
Company reg. no. [Insert number]
[Address]
[Postal code and city]
[Country]
("Company 2")

And

[Company Name]
Company reg. no. [Insert number]
[Address]
[Postal code and city]
[Country]
("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, improvements, discoveries, software, etc., whether patentable, registerable or protected by copyright or not, that are (i) generated or controlled by a Party before the effective date of this Agreement, or (ii) developed or acquired by a Party independently from performance of the Agreement after the effective date of the Agreement and which is made available for the ideation process or discussions between the Parties.

Confidential Information: Background Knowledge clearly marked confidential or undoubtedly of confidential nature and not comprised by clause 7.5.

Conflict of Interest(s): As defined in clause 4.6.

Employees: As defined in clause 13.1.

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 **Fejl! Henvisningskilde ikke fundet.**.

GDPR: As defined in clause 13.1.

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.

PLANT2FOOD Parties: The Parties to the Framework Agreement.

Project: The Project defined in clause **Fejl! Henvisningskilde ikke fundet.** and further described in the Project Description.

Project Agreement: This Project Agreement on the Project.

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

Project Description: As defined in clause **Fejl! Henvisningskilde ikke fundet.**.

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 research collaboration PLANT2FOOD is an Open Innovation in Science project administered by AU and funded by the Novo Nordisk Foundation. On [date] 2023, the PLANT2FOOD partnership entered into a Framework Agreement between certain industry partners and academia (the "Framework Agreement") setting out the terms for PLANT2FOOD and the process for approval of Project Proposals. The Framework Agreement shall take precedence over this Project Agreement. Following the approval of the Steering Group, the Parties have now agreed to jointly perform the following research project under the framework of PLANT2FOOD:

'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 an Institution in the framework of this project agreement (the "Project Agreement") shall be done in compliance with all applicable laws, regulations, and guidelines of the countries and institutions in which the research is conducted, including the Danish Code of Conduct of Research Integrity and the Novo Nordisk Foundation Code of Conduct for Research Integrity. 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 by. 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 the Novo Nordisk Foundation, cf. exhibit 3, which shall take precedence over this Project Agreement.

3. FINANCIALS

3.1. The Parties have jointly prepared the Project Budget. Due to the terms of the grant, 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.

4. PROJECT MANAGEMENT

4.1. The Parties have appointed the following employees to manage the Project:

Institution 1: [Insert name]
Institution 2: [Insert name]
Company 1: [insert name]
Company 2: [insert name]
Company 3: [insert name]

who 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.

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 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.

4.5. Decisions made by the Project Management shall be unanimous.

4.6. 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.

4.7. Any changes to the Project Description shall be reported to the Project Review Committee and be finally approved by the Steering Group in accordance with the procedure as set out in the Framework Agreement before being implemented into exhibit 1.

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 the section 7. The Parties shall give to each other a free of charge, non-exclusive, world-wide right to use Background Knowledge to perform the Project under this Project Agreement.

5.2. For the avoidance of doubt, none of the Parties shall receive any right, license or interest in any existing or future Background Knowledge held by another Party except to the extent expressly set out herein.

5.3. Each Party shall own the Foreground Knowledge created by the Party in question in connection with the Project. Foreground Knowledge created jointly by the Parties shall be jointly owned by the Parties pro rata to their intellectual contribution to the developed Foreground Knowledge. If the respective contributions of the Parties cannot be documented, the Foreground Knowledge shall be owned by the Parties in equal shares.

5.4. The Parties shall have a non-exclusive and irrevocable right to use all Foreground Knowledge generated under the Project under PLANT2FOOD free of charge for any and all purposes. Publishing of another Party's Foreground Knowledge shall require that Party's consent, cf. clause 8.3. Any use 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 (other) 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. 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, and the owner shall be free to apply for protection in accordance with applicable law.

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, 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. Before a Party discloses any Confidential Information that constitutes a trade secret under applicable law to the other Party, the disclosing Party will inform the receiving Party that the Confidential Information constitutes a trade secret, allowing the receiving Party to decide not to receive said Information.

7.4. 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.

7.5. 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 is 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 written record of that Party.

7.6. In the event of a dispute about the duty of confidentiality, the Party who wishes to invoke one of the provisions in clause 7.5 shall have the burden of proof.

7.7. The duty of confidentiality shall terminate three (3) years after completion of the Project, provided, however, that for Confidential Information constituting a trade secret under applicable law and which is clearly marked as such to the receiving Party(ies), such duty shall survive until such Confidential Information is no longer a trade secret.

7.8. For the avoidance of doubt, the existence of this Project Agreement shall never be deemed Confidential Information.

7.9. Upon written request of the disclosing Party, a receiving Party shall return or, at the option of the disclosing Party, destroy all forms of the Confidential Information it has received from the disclosing Party. However, the receiving Party may retain one copy of such Confidential Information for the purpose of monitoring its obligations under this Agreement and regulatory and archiving compliance.

8. PUBLICATION

8.1. As this Project is part of PLANT2FOOD, the Foreground Knowledge generated under the Project is to benefit the public. All Foreground Knowledge generated under the Project is therefore to be published. Publication and authorship shall follow the rules laid down in the Danish Code of Conduct for Research Integrity. Substantial contributions to the work shall always be disclosed accordingly.

8.2. Each Party shall be entitled to publish its own Foreground Knowledge. It is the intention of the Parties to publish jointly generated Foreground Knowledge together. However, in the case that one Party does not wish to participate in the publication, the other Party/ies shall be entitled to publish any Foreground Knowledge on its own.

8.3. Publication of Foreground Knowledge shall always take place with due respect for the duty of confidentiality set out in section 7. A Party who wishes to publish Foreground Knowledge generated under this Agreement shall therefore notify the other Party/ies at least twenty (20) 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. The Parties are, when embedding open software in developed Software, obligated to use *permissive free software licenses*, that will allow for the Software to be made available to public, to the widest extent possible. The Parties will in addition hereto follow the processes for Software stipulated by the PLANT2FOOD Secretariat.

9. ASSIGNMENT

9.1. The rights and obligations under this Project Agreement cannot be assigned to a third party except:
- to the extent expressly set out herein; and
- to an Affiliate provided that such Affiliate shall be bound by the terms of this Project Agreement in the same manner as the assigning Party. The Party assigning shall, prior to the assignment, notify the Steering Group and Secretariat of the assignment.

10.   BREACH

10.1.   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.

10.2.   If a Party is prevented from fulfilling its obligations other than the payment obligations under this Project Agreement as a result of extraordinary events beyond the Party's control and which the Party could not have foreseen when the Project Agreement was entered into (force majeure), this shall not be regarded as a breach. In such cases the other Party/ies shall, however, be entitled to terminate the Project Agreement if the result would otherwise be a material delay in the completion of the Project.

10.3.   If the 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 11.

11.   LIABILITY

11.1.   The Parties shall be liable in accordance with the ordinary rules of liability in Danish law.

11.2.   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.

11.3.   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. A Party shall be liable for gross negligence or intentional neglect of its obligations under the Agreement.

11.4.   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.

11.5.   The Company/ies shall indemnify and hold Institutions harmless from any losses due to a third party's claim for compensation that result from the Company/ies use of Foreground Knowledge, including without limitations product liability claims and/or infringement of intellectual property rights, except to the extent such claim was caused or exacerbated bythe wilful misconduct of Institutions. The limitation of liability in clauses 11.7 and 11.7 shall not apply to such losses.

11.6.   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 as set out in clause 10.2.

11.7.   Apart from a breach of confidentiality and non-use, cf. section 7, no Party is liable to the other for consequential losses such as production interruptions, loss of turnover/profit, and other indirect losses.

11.8.   A Party's aggregate liability for simple negligence or omissions towards the other Party/ies shall be limited to once the Party's share of the total costs of the Project or DKK 750,000 (seven hundred and fifty thousand) whichever is the highest amount.

12. INFORMATION TO THE PUBLIC

12.1. 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.

12.2. No Party shall use the name, logo, or trademark of the other Party, its employees or affiliates in any publicity, advertising, or news release without the prior written approval of the other Party, which shall not be unreasonably withheld or delayed.

13. PERSONAL DATA

13.1. 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 Agreement (hereinafter "Employees"). Without otherwise limiting the Parties' rights and obligations related to personal data set out in this Agreement, each Party acknowledges and agrees that it will on behalf of the other Party provide its own Employees with information about the other Party's collection and processing of the 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").

13.2. The Parties agree that any sharing of data to the widest extent possible will be in completely anonymized form not containing any personal identifiable data and therefore not subject to GDPR. If it is not possible for the Parties to share personal data in completely 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 Danish Data Protection Agency for such agreements.

13.3. 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 but not limited to the Nagoya Protocol, it requires additional regulation, the Parties will enter into separate agreements regarding such use and transfer in accordance with applicable law.

13.4. 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. STUDENTS AND INVOLVEMENT OF SUBCONTRACTORS

14.1. This Parties shall be free to include students and non-employed PhD candidates in the work performed under a Project.

14.2. The Party bringing a student or non-employed PhD candidate into a Project is responsible for ensuring rights and obligations of such Project through an agreement. The Institution(s) shall not be responsible for locating students to all Projects established.

14.3. 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 Agreement.

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 other restrictions between themselves than those expressly mentioned in the Project Agreement, including restrictions of competition.

15.3. Each Party represents that it has the authority to enter into this Agreement and provide the rights as described in this Agreement.

16. DURATION

16.1. This Project Agreement shall have effect from [Effective date] until the completion of the Project in accordance with the Project Description.

16.2. Except for the provisions of the Project Agreement that according to their content are intended to remain in effect for longer, the Project Agreement shall expire when the Project has been completed cf. the Project Description.

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 by the Maritime and Commercial High Court in Denmark. If the dispute in question is not suitable for the Maritime and Commercial High Court, the dispute shall instead be settled by the District Court of Aarhus, 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

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: