

Plant2Food

Framework Agreement



Plant2Food

A Novo Nordisk Foundation sponsored initiative

Framework Agreement
PLANT2FOOD

Between

Aarhus University

Faculty of Technical Science
Faculty of Natural Science
Faculty of Health
Nordre Ringgade 1
8000 Aarhus
Company reg. no.: 31119103
("AU" or "Institution 1")

and

Technical University of Denmark

Anker Engelunds Vej 101
2800 Kongens Lyngby
Company reg. no.: 30 06 09 46
("DTU" or "Institution 2")

and

University of Copenhagen

Nørregade 10
1165 Copenhagen
Denmark
VAT reg. no. 29979812
("UCPH" or "Institution 3")

and

Wageningen University

Droevendaalsesteeg 4, 6708 PB, Wageningen, The Netherlands

Stichting Wageningen Research

Droevendaalsesteeg 4, 6708 PB, Wageningen, The Netherlands

(Wageningen University and Stichting Wageningen Research jointly "WUR" or "Institution 4")

and

Food & Bio Cluster Denmark

c/o Agro Food Park
Agro Food Park 13
8200 Aarhus N
CVR 25666070(Food and Bio Cluster Denmark or "FBCD")

Institution 1-4 are jointly referred to as the "Institutions".

Future acceding companies to this Agreement are jointly referred to as the "Companies". The Companies will accede the Agreement upon signature of the accession document in attachment 3 following the procedure in section 11.3.

Separately, the Institutions, FBCD and 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.

Agreement: This Agreement containing the overall rules regarding PLANT2FOOD.

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.

Budget: The overall budget for PLANT2FOOD, excluding the costs of the Companies.

Confidential Information: Background Knowledge clearly marked confidential or undoubtedly of confidential nature and not comprised by clause 7.3.

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.

GDPR: As defined in clause 12.1.

Grant Agreement: Agreement entered into on 13 December 2022 between AU and Novo Nordisk Foundation stipulating the terms and conditions of the grant to PLANT2FOOD. Grant number NNF22SA0081019.

Individuals: As defined in clause 7.2.

Industrial Ambassadors: As defined in clause 44.4.2.

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/ies: The parties to this Agreement as set out on the front page hereof.

PLANT2FOOD: As defined in clause 2.1 and the PLANT2FOOD proposal.

Programme Manager: As defined in clause 44.3.2.

Project: As defined in clause 2.3.

Project Agreement: As defined in clause 2.4.

Project Proposal: As defined in clause 2.3.

Project Review Committee or RC: As defined in clause 44.14.2.1.1.

Scientific Ambassadors: As defined in clause 44.4.1.

Secretariat: As defined in clause 44.3.1.

Specialist Review Pool: As defined in clause 44.14.2.2.

Steering Group: As defined in clause 44.1.1.

2. PURPOSE AND LEGAL FRAMEWORK OF PLANT2FOOD

- 2.1. The research collaboration 'Plant2Food – An International Open Innovation in Science platform' (hereinafter "PLANT2FOOD") is a five-year project administered by AU in the period 2023-2027. The Novo Nordisk Foundation has awarded a grant of 126,787,980. DKK for establishing and running PLANT2FOOD, an Open Innovation in Science platform, anchored at Aarhus University. The purpose of the Project is to support open, precompetitive and IP-free research projects co-developed by academic and industry partners within three focus areas: Plant Raw Material, Refinery & Processing, and Food & Ingredients. The research projects will be funded through peer reviewed open competition administrated by the PLANT2FOOD Secretariat at AU. PLANT2FOOD will target industry-relevant research problems of fundamental character to accelerate the development of technologies and solutions for plant-based food production. Foreground Knowledge generated within the frame of PLANT2FOOD shall be made publicly available as soon as reasonably practicable, and no-one shall be able to claim exclusive rights thereto. Anyone outside PLANT2FOOD shall have the same irrevocable right to use the Foreground Knowledge in the same way as the Parties. For the avoidance of doubt, any Foreground Knowledge generated within the frame of PLANT2FOOD may not be protected by a patent or other intellectual property protection measures or kept as a trade secret or under any (other) confidentiality obligation. Software developed under a Project is specifically regulated in the Project Agreement Template. PLANT2FOOD is a joint project between AU, UCPH, DTU, WUR, and FBCD. PLANT2FOOD will be anchored at and operated by the Open Innovation in Science center at AU. AU will as grant recipient be financially responsible for PLANT2FOOD.
- 2.2. The Parties agree to comply with the terms and conditions of the grant stipulated in the Grant Agreement from the Novo Nordisk Foundation, cf. attachment 2. The Grant Agreement

shall take precedence over this Agreement. AU shall be responsible for reporting to the Novo Nordisk Foundation in accordance with the terms and conditions.

- 2.3. In PLANT2FOOD, the Parties will create specific research projects allocable for funding in PLANT2FOOD involving all or some of the Parties as they see fit (the "Project(s)"). Through a digital matchmaking site, the Parties can report challenges and will then spend time exploring and qualifying the reported challenge(s) and transform these challenge(s) into a general fundamental research question. Such questions may then be addressed within a project proposal ("Project Proposal"). Project Proposals are evaluated by the Review Committee and the Specialist Review Pool and are either rejected or nominated to the Steering Group for funding. Once a Project Proposal has been awarded funding by the Steering Group it will be carried out as a Project.
- 2.4. The Parties are obligated to use the template project agreement provided in attachment 1 (the "Project Agreement") when entering into such Projects. The terms of the Project Agreement cannot be changed or modified.
- 2.5. The fundamental idea behind PLANT2FOOD is that any and all Foreground Knowledge is made available free of charge to the public. Generated Foreground Knowledge may not be protected by a patent or other intellectual property protection measures. The Parties, as well as everyone else, are entitled to conduct applied research on the basis of the fundamental research conducted under PLANT2FOOD.
- 2.6. Any and all Foreground Knowledge generated under PLANT2FOOD shall be published. Publication will take place as soon as reasonably possible. The Parties will follow the current principles for data management as approved by the Steering Group. Ownership to Foreground Knowledge shall follow the Parties' intellectual contribution. The owner is responsible for making the Foreground Knowledge publicly available.

3. FINANCIALS

- 3.1. AU has, on behalf of the Institutions, received funding from the Novo Nordisk Foundation to PLANT2FOOD, which AU will ensure are distributed to all Institutions in accordance with the Budget. Due to the terms of the grant, the Companies will not be able to receive any of this funding but will bear their own costs associated with participating in PLANT2FOOD and in any Projects.
- 3.2. The budget for each Project will be attached to the Project Agreement for that specific Project.

4. MANAGEMENT

4.1. Steering Group

- 4.1.1. The Parties shall establish a steering group (the "Steering Group"). The Steering Group consists of;
 - one dean or vice-dean from each of the Institutions,
 - a representative from Food & Bio Cluster Denmark,
 - a representative from an NGO of relevance to the PLANT2FOOD mission, and

- potentially a representative from other OIS initiatives.

These members shall form the permanent members of the Steering Group.

In addition, the Steering Group will include one high level representative from three Companies. The three memberships for Companies shall be assigned to the Companies by the permanent members of the Steering Group through a rotational practice stipulated in the rules of procedure representing different parts of the PLANT2FOOD value chain.

The number of Steering Group members will not exceed 10.

For coordinating purposes, an observer from NNF and a representative from Plantefonden, with no voting rights, can be present at the meetings.

- 4.1.2. The Steering Group will meet as required, but at least twice a year, at times and places mutually agreed upon or via teleconference or the like.
- 4.1.3. The Steering Group shall form a quorum when two thirds of members are present or represented by another member by a power of attorney. Each voting member of the Steering Group shall have one vote.
- 4.1.4. The Steering Group will lay down detailed rules of procedures for its work. The Steering Group strives to achieve consensus when making decisions. In case consensus cannot be achieved, the Steering Group will make decision by a two thirds majority.
- 4.1.5. Each Party will bear their own costs associated with their representatives' attending meetings and carrying out their duties in the Steering Group.
- 4.1.6. The Steering Group members shall ensure transparency in the reward process by following the rules laid down in the guidelines for PLANT2FOOD ideation and funding application. The Steering Group has the final mandate to decide to fund Projects or not, in order to secure an organisational arm's length principle in the award process with regard to the RC.
- 4.1.7. The obligations and tasks of the Steering Group are:
 - It sets the overall strategic direction for PLANT2FOOD and ensures coordination with other relevant initiatives in academia and industry, ensuring alignment with the rest of the AgFood innovation ecosystem.
 - It appoints members of the Review Committee, supported by the Secretariat.
 - It has the final say on which Projects to fund, based on assessments from both the Specialist Review Pool and the recommendations of the Review Committee.
 - It has the right to terminate Projects before time if the Review Committee deems that the Projects are performing subpar based on half-yearly progress reports.
 - It oversees the overall progress of PLANT2FOOD on central KPIs, and the potential need for changes in, for example, the budget or internal PLANT2FOOD processes.
 - It must review the overall project portfolio and identify initiatives for the Secretariat to implement, in case that PLANT2FOOD Institutions are not sufficiently included or engaged in the platform, therein also ensuring that funds are distributed to all Institutions and across the value chain – again based on recommendations from the Review Committee – and similarly suggest ways that the Secretariat and FBCD can be equally inclusive of existing and new industry partners.

- In case of disagreement over funding Projects or introducing, for example, new themed calls in PLANT2FOOD, the Steering Group will lean on the recommendations from the Review Committee.
- In case of deadlock situations over other non-scientific issues, e.g., changes to ideation processes in PLANT2FOOD, the Steering Group must ask the Secretariat to invite international OIS experts to weigh in on the matter.

4.1.8. AU shall on behalf of the Parties ensure that the non-voting observer from the Novo Nordisk Foundation and any other external persons, invited to attend the meetings of the Steering Group, sign an agreement obligating such individuals to hold Confidential Information in confidence to the same extent as the Parties hereunder. Such Agreement is to be entered into before any Confidential Information is exchanged.

4.2. *Two Review Committees; The Review Committee and the Specialist Review Pool*

4.2.1. The Review Committee

4.2.1.1. The Parties shall establish a committee (the "Review Committee" or "RC"). The Review Committee consists of 6–10 members from academia and industry with an elected chairperson. The members of the RC must be employees of the Parties. The RC members shall be appointed by Steering Group. The members are cross-disciplinary and/or innovation and commercialisation specialists from the four partnering Institutions and Companies. Given the specialised task of the Review Committee, industry members must possess relevant research competencies. Members of the Review Committee will be remunerated for their time and efforts with an appropriate budget allocation.

4.2.1.2. The RC shall meet as required, virtually or face-to-face, to ensure swift assessment of Project Proposals from the Parties and nominate Project Proposals to the Steering Group. The Review Committee meets regularly at set time-points to review Project Proposals from the two annual calls and, if needed, ad hoc to follow up the progress of Projects.

4.2.1.3. The RC shall form a quorum when two thirds of all members are present or represented by another member by a power of attorney. Each member of the RC shall have one vote.

4.2.1.4. The obligations and tasks of the RC are:

- To initiate the review process by assessing the incoming applications and assigning Specialist Review Pool reviewers for each of the top 50–75% of applications.
- To review and nominate Projects for funding from a list of top candidates provided by their own evaluation and the reviews from the Specialist Review Pool.
- To provide rejected applicants with written feedback that advises Project owners on how to improve their Projects, e.g., new partners, new perspectives.
- To develop suitable review templates, including application templates, call guidelines, selection criteria, etc., with the PLANT2FOOD Secretariat.
- To assess any Project Proposal deviations in the Projects, if the Secretariat finds notable developments or change requests in the half-yearly progress reports from the Projects.
- To manage the composition of the overall Project portfolio, e.g., the Project spread across crops, technology domains and universities, including proposing

new theme calls to the Steering Group to address suddenly occurring 'burning platforms' and critical changes in the world situation.

- 4.2.1.5. The RC members shall ensure transparency in the evaluation and nomination process by following the rules laid down by the Steering Group. The Steering Group will issue clear rules for RC members to ensure transparency in the review process and avoid potential conflicts of interests with regard to allocation of funding.
- 4.2.1.6. The RC may lay down detailed rules of procedures for its work. The RC strives to achieve consensus when making decisions. In case consensus cannot be achieved, the RC will make decision by a simple majority vote. In case of a tie regarding a proposal, the initial review from the international specialist pool will be assigned more weight to resolve the situation.
- 4.2.1.7. The RC has the mandate to:
- nominate Projects for funding to the Steering Group, but it cannot make the final decision to fund,
 - suggest courses of action for Projects to the Steering Group if the projects do not meet their milestones or change central elements of their Project plan, group, or scope,
 - decide what constitutes a major change that needs to be presented to the Steering Group, and what are minor changes that are to be expected in a dynamic research project/collaboration.
- 4.2.1.8. Each Party shall have the right, subject to the approval of the Steering Group, to replace its member of the RC. If a Party resigns or withdraws its member in the RC without appointing a replacement, the Steering Group may appoint a substitute.
- 4.2.1.9. AU shall on behalf of the Parties ensure that non-member persons invited to attend the meetings of the RC or to participate in the process of evaluating the Project Proposals, sign an agreement obligating such individuals to hold Confidential Information in confidence to the same extent as the Parties hereunder. Such confidentiality agreement is to be entered into before any Confidential Information is exchanged.

4.2.2. *The Specialist Review Pool*

- 4.2.2.1. After an initial screening, based on proposal summaries, by the RC, the better 50–75% of the incoming Project Proposals will be reviewed in full by experts from the Specialist Review Pool of 30–40 international experts, appointed by the RC, representing different scientific fields and industrial value chains.
- 4.2.2.2. Each Project Proposal will be reviewed by up to three reviewers from the Specialist Review Pool, depending on how many scientific areas and value chain links the proposal spans. Overall, one half of the reviewers will be from academia, the other half from industry.
- 4.2.2.3. AU shall on behalf of the Parties ensure that non-member persons of the Specialist Review Pool sign an agreement obligating such individuals to hold Confidential Information in confidence to the same extent as the Parties hereunder. Such confidentiality agreement is to be entered into before any Confidential Information is exchanged.

4.3. *Secretariat*

- 4.3.1. The PLANT2FOOD Secretariat (the "Secretariat") will help the Companies and Institutions meet and establish trust in each other and in the PLANT2FOOD concept as a whole. The Secretariat will facilitate ideation and matchmaking processes and administer the funding scheme, including planning call rounds, preparing Project Proposals for review, and preparing and assisting in meetings of the Steering Group and Review Committee.
- 4.3.2. The Secretariat is a purely administrative unit and includes a full-time programme manager (the "Programme Manager") and an administrative officer. In addition hereto, the Secretariat will be assisted by a fulltime equivalent from FBC.
- 4.3.3. The Programme Manager will report directly to the Head of the OIS Office at AU.
- 4.3.4. The Programme Manager is responsible for the overall operation of PLANT2FOOD and is tasked, among other things, with:
 - monitoring the overall progress of PLANT2FOOD and reporting to NNF,
 - liaising with the Steering Group, reviewing bodies and FBCD, including half-yearly assessments of progress, and reporting problematic developments,
 - communicating with applicants/grant holders and strategic communications on project progress, in collaboration with the OIS Office at AU,
 - coordination across core partners, and administrative support functions at the universities, along with facilitating coordinated contract-processes for funded projects across multiple university TTOs and company partners to ensure ease of collaboration,
 - organising ideation, matchmaking and knowledge-sharing events, and activating the Scientific and Industrial Ambassadors.
- 4.3.5. The PLANT2FOOD administrator assists the Programme Manager with all of the above tasks, including supporting the application and review processes, planning of meetings and events, content creation for social media, set-up and maintenance of website and data structure, developing and implementing data management plans, and dialogue with applicants and projects owners.

4.4. *The Scientific and Industrial Ambassadors*

- 4.4.1. To ensure fast and agile ideation/matchmaking in PLANT2FOOD, the Programme Manager will engage a network of up to approximately 12 scientific ambassadors, 1–3 researchers per Institution, who will be remunerated for their time with a flat rate of 30,000 DKK/year (the "Scientific Ambassadors"). By activating the network of Scientific Ambassadors, the Programme Manager can help the author of an idea in PLANT2FOOD source relevant partners and input across many organisations. The group of Scientific Ambassadors can be gradually expanded, reduced, or changed as PLANT2FOOD unfolds.
- 4.4.2. The PLANT2FOOD Secretariat will draw on a network of industry representatives from any interested, committed companies, appointed by the companies themselves – e.g., innovation managers or scientific investigators, to assess incoming ideas on the PLANT2FOOD ideation and matchmaking platform and accelerate the match between ideas and relevant partners within the often-large companies (the "Industrial Ambassadors"). A process of monthly meetings between the Secretariat and individual Industrial Ambassadors,

supported by FBCD, should greatly speed up the process of matching companies with university researchers they did not previously know.

5. CONFLICT OF INTEREST

- 5.1. The Parties shall comply with the principles of the conflict of interest rules (habilitetsregler) in the Danish Public Administration Act (Forvaltningsloven) when being members of the Steering Group and/or RC.

6. ASSIGNMENT

- 6.1. The rights and obligations of each Party under this Agreement cannot be assigned to a third party except to an Affiliate provided that such Affiliate shall be bound by the terms of this 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.

7. CONFIDENTIALITY

- 7.1. Confidential Information received by a Party in connection with this Agreement shall only be used for the purpose of performing the receiving Party's rights and obligations hereunder and shall not without the written consent of the disclosing Party be published or otherwise disclosed to any third party.
- 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 Confidential Information of the other Parties. Each Party shall ensure that any such Individuals are subject to an obligation of confidentiality and non-use 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 Agreement shall remain the property of the disclosing Party. 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 PLANT2FOOD as documented by written record 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 and non-use shall terminate three (3) years after the termination or expiration of this Agreement, provided, however, that for Confidential Information constituting and clearly identified as a trade secret under applicable law, such duty shall survive until such Confidential Information is no longer a trade secret.
- 7.7. For the avoidance of doubt, the existence of this 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 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. BREACH

- 8.1. If a Party commits a material breach of or repeatedly breaches its obligations under this Agreement and/or a Project Agreement and the breach has not been remedied within thirty (30) calendar days from a written request from the Steering Group, the Steering Group may decide to terminate the Agreement vis-à-vis the Party in breach with immediate effect or decide on other consequences thereof. This decision shall require unanimity between the other Steering Group members. The representative of the Party in breach cannot vote. If the Agreement is terminated vis-à-vis a Party in breach, any Project Agreements involving the Party in breach will automatically terminate as well. Termination of a Project Agreement vis-à-vis a Party in breach shall not affect this Agreement.
- 8.2. If a Party is prevented from fulfilling its obligations under the Agreement as a result of extraordinary events beyond the Party's control and which the Party could not have foreseen when the Agreement was entered into (force majeure), this shall not be regarded as a breach. In such cases the other Parties shall, however, be entitled to terminate the Agreement vis-à-vis the Party in question if the result would otherwise materially affect the fulfilment of the purpose of this Agreement following the procedure set out in clause 8.1.
- 8.3. If the Agreement is terminated vis-à-vis a Party in breach, the other Parties can claim compensation for the loss caused by the breach in accordance with the provisions set out in section 9.

9. LIABILITY

- 9.1. The Parties shall be liable in accordance with the ordinary rules of liability in Danish law.
- 9.2. The Parties shall perform their obligations under this Agreement to the best of their ability and in accordance with best practices. A Party shall be liable for gross negligence or intentional neglect of its obligations under the Agreement.

- 9.3. If a Party uses Foreground Knowledge, another Party's Background Knowledge or Material, as defined in the Project Agreement, under the terms of this 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.
- 9.4. The Company/ies shall indemnify and hold the Institutions harmless from any losses due to a third party's claim for compensation that results 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 by the wilful misconduct of the Institution(s) in question. The limitation of liability in clause 9.5 shall not apply to such losses.
- 9.5. 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.
- 9.6. A Party's aggregate liability towards the other Party/ies for simple negligence or omissions towards the other Party/ies be limited to DKK 750,000 (seven hundred and fifty thousand).

10. INFORMATION TO THE PUBLIC

- 10.1. Being public research institutions the Institutions are subject to applicable public law regarding administration and access to information in public records e.g. the Danish public law including the Danish Public Administration Act and the Public Records Act. Furthermore, to the extent that the Institutions is legally obligated to publish information on private co-financing of the Institution's research, the Companies accept that the requested information is published in accordance with relevant legal provisions.
- 10.2. No Party shall use the name, logo, or trademark of the other Parties, its employees or affiliates in any publicity, advertising, or news release without the prior written approval of said other Parties, which shall not be unreasonably withheld or delayed.

11. WITHDRAWAL AND ENTRY OF NEW PARTIES

- 11.1. A Party can withdraw from the Agreement with immediate effect by written notice to the head of the Secretariat. A Party can however only withdraw if such Party is not involved in ongoing Projects.
- 11.2. A third party can become a party to this Agreement by requesting to be a party to the head of Secretariat and signing this Agreement cf. clause 11.3.
- 11.3. A new party becomes a party to this Agreement upon signature of the accession document

in attachment 3. Such accession shall have effect from the date identified in the accession document. AU holds a mandate to sign the accession document on behalf of the Parties.

- 11.4. The relevant Parties in a Project may involve third parties in such Project provided that the work allocated to the third party cannot be performed by a Party. The third party shall sign the Project Agreement for the respective Project.

12. PERSONAL DATA

- 12.1. The Parties will as part of their contractual relationship and to perform their respective obligations under the Agreement share personal data about certain employees engaged by the Parties, as applicable, who are working to fulfil the Agreement. 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").
- 12.2. The PLANT2FOOD Secretariat will establish a digital platform to support the networking, project proposal process, idea generation etc. in PLANT2FOOD cf. 4.4.2. The Parties will have access personal data about the individuals, both employees and non-employees of a Party, who has uploaded their personal information on the platform. The Parties will process such personal information for their own individual purposes as independent data controller. The legal basis is for the performance of a task carried out in the public interest cf. GDPR art. 6.1.e. The Parties will only process the personal information for purposes under this Agreement including the evaluation of PLANT2FOOD. The Parties agree and warrant that they will not share any special categories of personal data cf. GDPR Art 9.1.
- 12.3. Processing of personal data for the individual Projects will be separate agreed on in the Project Agreement.

13. NATURE OF AGREEMENT

- 13.1. This Agreement does not create a legal entity with the Parties as participants and the Parties therefore cannot bind each other vis-à-vis any third party.
- 13.2. The Parties do not accept other restrictions between themselves than those expressly mentioned in the Agreement, including restrictions of competition.

14. DURATION

- 14.1. The Agreement shall have effect from 1 January 2023 until the later of (i) 31 December 2027 or (ii) the date of termination of the last Project Agreement, unless terminated beforehand as set out herein, except for the provisions of the Agreement that according to their content are intended to remain in effect for longer. An entity becomes a Party to this Agreement upon signature of this Agreement by a duly authorised representative.
- 14.2. Notwithstanding anything to the contrary in this Agreement, the Parties agree that if the

Novo Nordisk Foundation grants an extension of time for PLANT2FOOD, in order for the Parties to perform the work under the application without changing or providing further terms, this Agreement shall remain in force until the expiry of the extension without amending this Agreement any further.

15. DISPUTES

- 15.1 All disputes between the Parties about the interpretation and implementation of this 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.

16. ATTACHMENTS

Attachment 1: Project Agreement template

Attachment 2: Terms and conditions of the grant as stipulated in the Grant Agreement

Attachment 3: Accession document

Attachment 4: Consultancy Agreement, incl. GDPR

Attachment 1: Project Agreement Template

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 by the wilful misconduct of Institutions. The limitation of liability in clauses 11.7 and 11.8 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:

Attachment 2: Terms and conditions of the grant, Grant Agreement

Grant Agreement Plant2Food between Novo Nordisk Foundation and Aarhus University of 13 December 2022.

Grant number NNF22SA0081019.



Attachment 3: Accession document

ACCESSION

of a new Party to

[Name of the new Party]

hereby consents to become a Party to the Framework Agreement and subsequent addendums if any (the "Agreement") and accepts all the rights and obligations of a Party starting [date].

Aarhus University hereby certifies the accession of [the name of the new Party] to the Agreement starting [date].

[Date and Place]

[Name of new Party]

Signature:

Name:

Title:

[Date and Place]

Aarhus University

Signature:

Name:

Title:

Attachment 4: Consultancy Agreement Template

CONSULTANCY AGREEMENT

The undersigned parties

Aarhus University
Cvr. no. 31119103
Nordre Ringgade 1
DK-8000 Aarhus C
Denmark
(in the following the Client)

and

[insert name]
[insert address]
[insert postal code and city/town]
[insert CVR no.]
(in the following the Consultant)

have today entered into an agreement regarding the provision of consultancy services on the terms and conditions laid out in this Agreement.

1. BACKGROUND

- 1.1 The Client is conducting the project PLANT2FOOD under grant from Novo Nordisk Foundation (the "Project"). The Client wishes to engage the Consultant to [insert outline description of the object of this Agreement].

2. DESCRIPTION OF THE TASKS

2.1 The Consultant perform the tasks for the Client under this Agreement. The tasks are specified in appendix 1 (the “Tasks”).

3. THE CONSULTANT’S RIGHTS AND DUTIES

3.1 The Consultant will have [employee name] perform the Tasks under this Agreement. The Consultant acts as an independent Consultant and not as an employee of the Client.

3.2 The Consultant agrees to act loyally and solely attend to the Client’s interests.

3.3 The performance of the Tasks is dependent of the expertise and skills of [employee name] as a person and accordingly the Consultant is not entitled to have the Tasks performed by other employees or third parties.

3.4 Upon the conclusion of the Tasks, or early termination of this Agreement regardless of cause, the Consultant undertakes to return all materials handed over by the Client, and the Consultant shall at the same time hand over all materials, documentation, guidelines, etc. worked out by the Consultant as part of solving the Tasks.

3.5 The Consultant understands that, consistent with applicable laws and regulations, the Client is governed in the handling of research practice and intellectual property by its official policies titled Responsible Research Practice at Aarhus University and the Consultant agrees to abide by the terms and conditions of this policy, as it may be amended from time to time.

3.6 The Consultant is not authorized to enter into any agreement or make any binding commitments on behalf of the Client.

4. THE CLIENT’S CONTRIBUTION

- 4.1 During the performance of the Tasks the Client shall collaborate with the Consultant by making the following available to the Consultant as required for [employee name] solving the Tasks on behalf of the Consultant:

Specific project proposal and guidelines for assessment hereof.

5. REPORTING

- 5.1 The parties agree to hold an initial meeting between the Client and the Consultant Employee for details about the Task.
- 5.2 The Consultant is obligated to report the final assessment as stipulated in Appendix 1, Tasks. Timely performance of the final assessment is of utmost importance for the Client.

6. REMUNERATION

- 6.1 The contractual fee for the Consultant's performing of the Tasks shall be a flat and final fee of Euro 250 pr. project proposal as indicated in Appendix 1. Any additional fees, expenses, costs etc. must be agreed upon in writing by the Parties. The Consultant will submit an invoice for the amount to the Client. The Consultant's fee falls due for payment 45 days from the date of the Consultant's invoice. The Client may submit an invoice after timely delivery of the Task.
- 6.2 The Consultant's fees and claim for refund of outlays and extraordinary expenses will be stated excl. of VAT. The Consultant is VAT registered, and shall be responsible for payment of any applicable taxes and VAT etc.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Client will automatically and without separate payment hold all title and rights to the results and intellectual property rights hereto including but not limited to patentable inventions, utility models, copy rights to software and materials, which

the Consultant has generated as part of solving the Tasks. This applies regardless of whether the results/intellectual property rights have been generated in connection with the Consultant's own activities or in collaboration with the Client. The rights are assigned to the Client automatically and continuously as they arise.

7.2 The Client's rights as per Section 7.1 cover any and all results and intellectual property rights hereto, unless the Consultant documents that the activities resulting in the intellectual property right have been conducted without any connection to the Tasks to be solved under this Agreement.

7.3 The Client's title to the results of the Tasks does not prevent the Consultant from applying the non-protectable ideas, know-how, methods and general knowledge, which the Consultant may have acquired during the performance of the Tasks when solving tasks for other clients, however provided that the Client has already published such results, cf. Section 12.

8. LIABILITY FOR DELAY, ERRORS AND OMISSIONS

8.1 The Consultant is liable for delays, errors and omissions in connection with the performance of the Tasks in accordance with general rules of Danish law.

9. DURATION AND TERMINATION

9.1 This Agreement is effective from [insert date] on which date the Consultant commences the Tasks hereunder. The Agreement will automatically terminate on [insert date] when the Tasks have been fulfilled.

10. BREACH OF CONTRACT

10.1 Either of the parties may terminate this Agreement without notice in case the other party commits a material breach e.g. the Consultant does not deliver the Task within the deadline.

10.2 If the Client terminates this Agreement, the Consultant may only claim a fee for that part of the work, which has been performed before the date of terminating.

11. CONFIDENTIALITY

11.1 The Consultant shall keep confidential all information, which the Consultant receives or learns of concerning the Client or the Client's project, including the Tasks and the results of the Tasks. The confidentiality obligation covers any information of scientific, technical or commercial character including information cornering the Tasks.

11.2 The Consultant's confidentiality obligation shall also apply to its employees, sub-suppliers and all other external advisors contributing to the performance of the Tasks.

11.3 This confidentiality obligation also applies after completion of the Tasks and after the expiry of this Agreement, until such time when the Client has made the results of the Tasks public.

12. PERSONAL DATA

12.1 The Client will transfer personal information to the Consultant in relations to the Task. The Consultant will process this personal information in the Client's capacity as an independent data processor.

12.2 Personal data transferred from the Client to the Consultant shall solely be used for the Task and shall be deleted upon the completion of the Task. The Client warrants to comply with GDPR for any processing of personal data subject to this Agreement.

13. LAW AND VENUE

13.1 This agreement is governed by Danish law.



13.2 Any disagreement or dispute between the parties as to the interpretation and scope of this Agreement is to be settled by a Danish court in accordance with the general Danish rules of law.

14. SIGNATURE

14.1 This Agreement has been signed either digitally or in originals, and the signature pages have been exchanged as scanned pdf files.

15. LIST OF APPENDICES

Appendix 1: Tasks

SIGNATURE

Aarhus University,

Date:

[Consultant]

Date:

.....
.....

Name:

Title:

Name:

Title: