



FISKERI- OG HAVBRUKSNÆRINGENS
FORSKNINGSFOND

Standard terms and conditions for grants from The Norwegian Seafood Research Fund (FHF)

Version5, 1.1.2014

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Version 5, effective from 1.1.2014

*This is a translation of the Norwegian document "Standardvilkår for bevilgninger fra Fiskeri- og havbruksnæringens forskningsfond (FHF)" which describes the standard terms and conditions for grants from FHF. In the event of any inconsistency between the Norwegian document and this translation, the Norwegian document shall have priority and supersede the English translation.

These terms and conditions apply to projects/programmes which FHF allocates funds to, and all grant recipients in such projects/programmes, unless other terms and conditions have been agreed upon. By accepting a funding commitment, the grant recipients accept the terms and conditions set out in this document as well as any additional terms and conditions described or set up in the commitment letter.

It is of great importance to FHF that the industry can utilize the project results. FHF therefore requires that the project results shall be both open and fully accessible as well as published as widely as possible, cf. chapter 3 below.

1 Funding commitment framework

1.1. The grant recipient shall as soon as possible, confirm that the commitment will be utilized, and that the terms and conditions of the commitment are accepted, by returning the signed document electronically. It must be expressly evident from the confirmation that the grant recipient accepts the provisions regarding intellectual property rights in Chapter 4 and will enter into any necessary agreements with project participants and cooperation partners. The funding commitment does not enter into force until such confirmation has been submitted. Commitments from FHF cannot be transferred to other parties without consent from FHF.

1.2. The funding is granted according to the project description with the plans, budgets and any other documentation that forms the basis for the funding commitment. The project must be carried out in accordance with the project description. A replacement of the project leader, or other significant project changes must immediately be notified to FHF, cf. *FHF's form for non-conformance*. Significant project changes shall be verified by FHF before they are effectuated.

1.3. Funding commitments may be withdrawn or limited to parts of the project if the project is not carried out according to the plan, including changes to the project's financing plan.

1.4 FHF can withdraw its funding commitment in whole or in part if an extraordinary situation should occur that lies outside FHF's control, and which makes it impossible or unreasonably difficult

to maintain the commitment. The discontinuation of FHF, or circumstances which must be considered as force majeure pursuant to Norwegian law, shall be regarded as an extraordinary situation.

1.5 FHF may also withdraw its funding commitment if FHF assesses the project's utility value to be substantially reduced or discontinued, for example as a result of the general development of knowledge within the project field. The same shall apply in the event of a substantial decrease in FHF's income (the R & D tax on exports of seafood) as budgeted. In such cases FHF will cover a proportionate share; equivalent to FHF's share of the total funding for the project, of all costs incurred up to when the grant was withdrawn, together with direct costs in connection with the revocation, upward limited to an amount equal to the grant amount.

2 Financial management

2.1. Accounts must be kept for the project. The accounts shall reflect the project's overall activity, including activity financed by others than FHF. The accounts shall be kept so they can easily be compared with the budget which forms the basis for the funding commitment.

2.2. The grant is normally disbursed in arrears. The disbursement will take place in reasonable proportion to the progress of the project. The disbursement request shall include period accounting set up in accordance with the budget and specify hours worked, hourly rate and name of the person performing the work, travel and other items. Detailed time sheets certified by a manager shall be presented upon request. Period accounting is not necessary for fixed price projects. Travel expenses are covered according to the Norwegian government's standard rates. Disbursement requests/invoices shall have a payment deadline of minimum 20 days.

2.3. If several parties are participating in a project, the recipient of the grant is responsible for preparing a cooperation agreement with the other participants to ensure that FHF's terms and conditions are met. The cooperation agreement shall ensure that the parties are not in sub-contractor roles vis-à-vis each other.

2.4. For public grant recipients, disbursement of subsidies takes place pursuant to the regulations that apply for public financial management. For private grant recipients, FHF may stipulate requirements for an auditor's confirmation for partial disbursements during the project, cf. section 2.6. FHF and the Office of the Auditor General shall have access to verify that the funds are used in accordance with the assumptions.

2.5. Final accounts shall be submitted to FHF as soon as possible and no later than two months after the completion of the project. The last 20 % of the total funding commitment from FHF may, as a main rule, be withheld until all deliveries and complete accounts have been approved.

2.6. For private grant recipients, the final accounts must be confirmed by a registered or Government Authorized Auditor. For projects with total accounts from and including NOK 500 000, Standard ISA 805 (*Special considerations Audits of Single Financial Statements and Specific Elements, Accounts, or Items in a Financial Statement*) shall be used. For projects with total accounts under NOK 500 000, Standard ISRS 4400 (*Engagements to Perform Agreed-Upon Procedures Regarding Financial Information*) shall be used. The auditor shall in both instances be made familiar with FHF's standard conditions. During the agreed-upon control, the auditor must confirm that the accounts have been set up in accordance with the budget and financing plan for the project and check to ensure that the vouchers belong to the project. A representative selection of vouchers shall be checked. The vouchers shall be certified and marked with the project number. This also applies to appurtenant timesheets. Where a voucher is shared by multiple projects, this must be clearly marked on the voucher. In particular, the auditor must comment on vouchers where there is some uncertainty. The total amount for the final accounts shall be given in the auditor's verification.

2.7 FHF bears no responsibility for the grant recipient's compliance with tax legislation, state aid rules or other regulations that apply to the grant recipient.

3 Technical reporting and communication

3.1 Reporting shall take place pursuant to approved project description. The reporting shall emphasize information on achieved results and usefulness for the fishery and aquaculture industry.

3.2 All communication must be coordinated with FHF until the final report is approved by FHF.

3.3. Deliveries must be provided to FHF continuously, without undue delay. Results and electronic deliveries will first be published on FHF's website, unless otherwise agreed. As a main rule, FHF shall have an unlimited right of use to the content of the deliveries, and shall also be allowed to use pictures from the deliveries on FHF's website and for other communication. The results and deliveries must be open to the public, unless otherwise agreed or if warranted by special conditions, including patenting and scientific publication.

3.4. If payment is charged for an event, a publication or other communication measure and FHF contributes 50 % or more of the planned financing, there shall be an equal financial treatment of all participants/buyers.

3.5 The communication of the grant recipient's results e.g in reports or ppt presentations shall not leave any doubt that the results are produced and communicated by the grant recipient alone, and that the grant recipient is fully independent of FHF. The grant recipient's profile/templates shall not include any use of FHF's logo or graphics.

3.6 However, FHF's role as the grantor and financial contributor shall be made visible. All published reports shall include the FHF project number. Also, FHF's role shall normally be mentioned in the introduction / background of the report, but the grant recipient shall refrain from using the FHF logo. In presentations, FHF's role can be referred to by the usage of the FHF logo. If any doubts occur, FHF shall be consulted regarding the identification and use of logo in reports and/or presentations.

3.7 FHF may demand to be kept informed regarding the development and progress of the programme/project in the form of brief reports.

3.8 The final reporting shall provide a complete overview of the work performed and all achieved project results, compared with the project's result goals, and also include suggestions for utilization of achieved results, cf. *FHF's guidelines of final reporting*. A separate popular science summary shall be delivered. For conferences and similar events where FHF contributes less than 50 % of the planned financing, final reporting may be limited to a popular science summary, programme, participant list and lecture material.

4. Rights

4.1 Shared Project result rights

4.1.1 The project participants and FHF, on behalf of the fishery and aquaculture industry, shall have equal ownership and equal rights to all results and intellectual property rights generated in connection with the implementation of the project ("the Project results") , including, but not limited to, patents/patentable inventions, trademarks, design, know-how and copyrights. FHF's ownership rights shall enable FHF to ensure that the project results will benefit the industry.

4.1.2 The project participants and FHF, on behalf of the fishery and aquaculture industry, may freely and without any further consent, use the Project results economically as if each party were a sole owner, including sub-licensing or transferring their rights to others. However, none of the parties may establish or transfer exclusive rights in the Project results that could prevent the other rightholder's utilization of the Project results, or in some manner reduce the others' rights to the Project results. If a party transfers or sublicense its rights to others, the other party shall be informed in writing.

4.2 Right of use in relation to Project background

4.2.1 The project participants retains their rights to equipment, material, intellectual property rights etc which they bring into the project ("Project background"). When such equipment, material or intellectual property rights is planned to be used in connection with the project, such use shall be presented in the project description.

4.2.2 FHF has, on behalf of the fishery and aquaculture industry, a non-exclusive, royalty free, sub-licensable and unlimited right to use intellectual property included in the Project background, which is necessary or relevant to use in connection with utilization of the Project results, in connection with any form of utilization of the Project results.

4.2.3 If the Project, in exceptional cases, plans to use a Project background where such a right of use may not be transferred pursuant to section 4.2.2, this shall be specified in the project description and must be expressly accepted in the commitment letter from FHF. If such acceptance is not provided in the commitment letter, and the project participant still uses the relevant Project background in the project, the provision relating to right use of Project background in section 4.2.2 above applies.

4.3 With regard to patentable inventions and design

4.3.1 If the project produces a patentable invention, the parties shall jointly apply for a patent and both parties shall be indicated as the patent holders. The patenting costs and potential compensation in accordance with the Act on Employee Inventions dated 17 April 1970 shall be covered by the parties with 50 % each.

4.3.2 If one of the parties, upon receiving a written request from the other party relating to the commencement of the patenting process, gives notice in writing that the party does not intend to apply for a patent, or if the party in question has not responded to the request within 30 days of receiving the request, the other party may solely apply for a patent. The party applying for a patent shall in this case be the sole patent holder and shall cover all costs. It is the other party's duty, in exchange for reasonable compensation, to assist in the application process to the extent necessary and in connection with the enforcement of patent rights. Hereunder, the other party shall sign all relevant documents in the application process.

4.3.3 If only one of the parties applies for a patent pursuant to this provision, the other party has a non-exclusive right to use the invention within his/her own business. If FHF does not apply for a patent, FHF can allow companies in the fishery and aquaculture industry the right to utilize the invention in their businesses.

4.3.4 Grant recipients shall ensure that all deadlines and formal requirements pursuant to Act on Employee inventions dated 17 April 1970 are complied with.

4.3.5 The provisions relating to inventions apply similarly to registration of design to the applicable extent.

4.4 Explicit approval of the conditions relating to transfer of intellectual property rights

The grant recipient shall ensure that the provisions in this chapter are disclosed to and accepted in writing by each participant and cooperation partner in the project before such participant or partner takes part in the individual project.

4.5 Deviations from the provisions relating to intellectual property rights

FHF and the grant recipient may agree upon deviating regulation on intellectual property rights in connection with each project. Such an agreement shall be entered into in writing and shall be signed by both parties. Deviating conditions that are evident in the project description, and that are expressly accepted in the commitment letter, are considered to be a sufficient written agreement under this provision.

5 About steering- and reference groups and research independence

5.1 FHF may, at FHF's sole discretion, establish steering- and/or reference groups for the projects. A mandate will be presented when the groups are established.

5.2 The purpose of the steering- and reference groups is to ensure that the work will maximize the benefit for the industry. The grant recipient shall be responsible for the operation of the groups, and this must be taken into account in the budget included in the project description. FHF will participate in the meetings to safeguard FHF's interests in the project and to ensure communication between FHF, the project and the steering- and reference groups.

5.3 Projects funded by FHF must have legitimacy through research independency. The grant recipient is responsible for ensuring that the work holds the necessary scientific independence and legitimacy.

5.4 If the grant recipient is of the opinion that the conditions and restrictions set by FHF and/or the steering- and/or reference committees, may negatively influence the quality, and thereby the validity, or the legitimacy of the project, the grant recipient shall immediately communicate this to FHF.