

COLLABORATION AGREEMENT

This Collaboration Agreement is entered into between the organizations (*hereinafter the Parties*) listed below for the purpose of research and technological collaborating on the UKF project **[please enter the project name and Grant Agreement number – use Arial 12]** and defining rights and obligations of the parties.

1. **[please enter the Leading Organisation name]**, (*hereinafter the Leading Organization*) with head office in **[please fill in full address city/country]** represented by **[please fill in name and function of legal representative]**.
2. **[please enter the Partner Organisation name]**, (*hereinafter the xxxx Partner Organization*) with head office in **[please fill in full address city/country]** represented by **[please fill in name and function of legal representative]**.
3. ...**[please enter other Partner Organisations]**...

Article 1 – Definitions

Background Intellectual Property	includes Intellectual Property deemed relevant to the Project and already owned by the beneficiaries on the date of signature of this Agreement
Croatian organization	means organization/s with permanent residence in the Republic of Croatia
Financial plan	means the budget for the UKF Project specified above
Foreign organization	means organization/s with permanent residence outside the territory of the Republic of Croatia
Foreground Intellectual Property	means Intellectual Property Rights arising from the research and development undertaken within this Project after the date of signature of this Agreement
Funding or Funds	means the amount or amounts payable under the Agreement for the Project as specified above
Intellectual Property Rights (IPR)	means all copyright and neighboring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields

IPR transfer agreement	the agreement between the MZOS and the Croatian organization on transfer of IPR
Leading Organization	means the organization, which has the major overhead costs as listed in Financial Plan and is responsible of receiving and managing financial means and responsible of reporting on project financial and scientific implementation in coordination with Project Leader
The Parties	organizations, which have signed this Agreement
UKF	means the Unity through Knowledge Fund, as established under the <i>Loan Agreement xxx</i> , implemented according to the <i>Guidelines and Procedures - Preparation Advance of Proposed Second Science and Technology Project (STP II) 2012</i> and represented by the UKF Secretariat
UKF Grant Agreement	means the agreement signed between the Ministry of Science, Education and Sports of the Republic of Croatia, the Leading Organization and the Project Leader
UKF Research/Technology Project	means the research or technology project financed fully or partly by UKF as defined in the UKF Grant Agreement

Article 2 – Duration of the Agreement

2.1 The period of performance of this Agreement will be from **[insert date]** to **[insert date]** unless extended by mutual agreement or terminated in accordance with Article 8.

Article 3 – The role of Partner Organization/s

3.1 The role of the Partner Organization/s shall be in accordance with Annex I of the UKF Grant Agreement no. **[please fill in UKF Grant Agreement number]**.

Article 4 – Intellectual Property

4.1 The Parties to this Agreement shall ensure adequate and effective protection of intellectual property created or furnished under the UKF Project. Rights to such intellectual property shall be allocated as provided in this Article.

4.2 All Background Intellectual Property belonging to one Party is and shall remain the exclusive property of the Party owning it.

4.3. The Background Intellectual Property shall be made freely available to all Parties solely for the purpose and for the duration of the research and development, activities of the UKF project **[please fill in UKF Grant Agreement number]**.

4.4 The Foreground Intellectual Property rights arising from the UKF project in accordance with the UKF Grant Agreement **[please fill in Grant Agreement number]** shall be owned as follows:

4.4.1 To the extent that the Foreground Intellectual Property is generated or developed by the activities and/or intellectual contributions of the persons financed by the UKF and/or Croatian organization alone, then it shall vest in and be owned by the UKF and/or by the

Croatian Organization alone (providing the UKF has transferred its Intellectual Property Rights to the Croatian Organization through IPR transfer agreement);

4.4.2 To the extent that the Foreground Intellectual Property is generated or developed by the activities and/or intellectual contributions of the persons financed by the Partner Organization alone, then it shall vest in and be owned by the Partner organization alone;

4.4.3 To the extent that the Foreground Intellectual Property is generated or developed by the activities and/or intellectual contributions of the persons financed jointly by the Partner Organization and UKF/Croatian Organization, then it shall vest in and be owned jointly by Partner Organization and UKF/Croatian Organization. The financial terms of exploiting rights of any jointly owned Foreground Intellectual Property will be fair and reasonable in the circumstances and will be negotiated taking into account the financial contributions of the Parties as stipulated Annex I part- "Total project costs with contribution from other sources" of the UKF Grant Agreement no. **[please fill in Grant Agreement number]**.

4.5 If two or more Croatian organizations are parties to this agreement the Foreground Intellectual Property shall be negotiated taking into account the financial contributions of the Croatian organizations as stipulated Annex I part- "Total project costs with contribution from other sources" of the UKF Grant Agreement no. **[please fill in Grant Agreement number]**.

Article 5 – Payment and payment modalities

5.1 The Leading Organization shall ensure that all the appropriate payments are made to the other Partner Organizations in accordance to Annex I of the UKF Grant Agreement no. **[please fill in Grant Agreement number]**.

Article 6 – Record retention

6.1 Financial records, supporting documents, and other record pertaining to UKF Grant Agreement no. **[please fill in Grant Agreement number]**. shall be maintained and retained by Leading Organization for a period of 1 year from the termination date of this agreement.

Article 7 – Confidentiality

7.1 The Parties to this Agreement shall ensure that no confidential information in relation to the UKF Grant Agreement no. **[please fill in Grant Agreement number]** is disclosed, before having written approval of the UKF.

Article 8 – Reporting

8.1 The Partner Organization shall ensure that all necessary documentation is submitted to the Leading Organization on time, in order to comply with Article 4 of the UKF Grant Agreement no. **[please fill in Grant Agreement number]**.

Article 9 – Termination

9.1 Either party may terminate this agreement upon thirty (30) days advance written notice to the other party.

9.2 The Leading Organization shall immediately inform the UKF on the termination of this agreement.

Article 10 – Dispute Resolution and Language

10.1 Any dispute arising out of this Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of Croatia.

10.2 The Agreement shall be governed by the laws of the Republic of Croatia, and the language of the Contract shall be English.

Article 11 – Scope of this Agreement

11.1 This Agreement states the entire contract between the parties as of the date of final signature below in respect to the subject matter of this agreement, but it does not supersede or void existing UKF Grant Agreement no. **[please fill in Grant Agreement number]**.

**FOR THE
LEADING
ORGANIZATION:**

**FOR THE PARTNER
ORGANIZATION**

**FOR THE PARTNER
ORGANIZATION**

Date of signature

Date of signature

Date of signature

Signed by

Signed by

Signed by