

COLLABORATION AGREEMENT

This Collaboration Agreement is entered into for the purpose of research and technological collaboration on the UKF project **[please enter the project name and Grant Agreement number – use Arial 12]** (*hereinafter: Project*) and defining rights and obligations arising thereunder between:

1. **[please enter the Administering Organization's name]**, (*hereinafter the Administering Organization*) with head office in **[please fill in full address city/country]**, OIB **[please fill in the personal identification number]**, represented by **[please fill in name and function of legal representative]**.
2. **[please enter the Partner Organization's name]**, (*hereinafter the xxxx Partner Organization*) with head office in **[please fill in full address city/country]** OIB **[please fill in the personal identification number]**, represented by **[please fill in name and function of legal representative]**.
3. ...**[please enter other Partner Organizations]**...

(*hereinafter the Parties*).

Article 1 – Definitions

Administering 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
Annex 2	means Annex 2 to Collaboration Agreement i.e. Letters of commitment signed by the Partner Organizations submitted with project proposal [please enter the project name]
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 legal entity with permanent residence in the Republic of Croatia
CSF	Croatian Science Foundation
Financial plan	means the budget for the UKF Project
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

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 CSF and the Croatian organization on transfer of IPR
MSE	Ministry of Science and Education of the Republic of Croatia
The Parties	organizations, which have signed this Agreement
UKF	means the Unity through Knowledge Fund, as implemented according to the <i>Loan Agreement 8258-HR</i> and the <i>UKF Guidelines and Procedures - Second Science and Technology Project (STP II) 2016</i> and represented by the UKF Secretariat
UKF Grant Agreement	means the agreement signed between the Ministry of Science and Education of the Republic of Croatia, Croatian Science Foundation, the Administering 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 – The role of Partner Organization/s

2.1 For the avoidance of doubt, this Agreement shall not prevent or restrict the Administering organization in fulfilling its duties under the UKF Grant Agreement no. **[please fill in Grant Agreement number]**.

2.2 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]** and Annex 2 signed by each Party.

2.3 The Partner Organization will deliver to the Administering Organization all receipts, supporting financial and accounting documentation about realized cash and in-kind contribution, as well as a written statement about facilities used and time spent on the project for all co-workers.

Article 3 – Intellectual Property

3.1 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.

3.2 Background Intellectual Property

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

3.2.2. To the extent that (a) Partner Organization is legally able to do so and (b) the Background Intellectual Property is necessary for the Project, the Background Intellectual Property shall be made 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]**.

3.2.3 To the extent that a Partner Organization is legally able to do so, each Party shall on request grant the other Party a non-exclusive license on fair and reasonable terms to use any Background Intellectual Property that is necessary for the exploitation of the Foreground Intellectual Property.

3.3 Foreground Intellectual Property

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:

3.3.1 The Parties agree that 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 it shall vest in and be exclusively owned by CSF, unless otherwise stipulated by the IPR transfer agreement concluded between CSF and the Croatian organization. Parties agree to do whatever is necessary on their part for the successful fulfillment of the before mentioned commitment. For the sake of clarity, this clause does not apply to the activities and/or intellectual contributions of the XXXXXX

3.3.2 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 solely in and be owned by the Partner organization that generated or developed the Intellectual property;

3.3.3 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, then it shall vest in and be owned jointly. The financial terms of exploiting rights of any jointly owned Foreground Intellectual Property will be negotiated using commercially reasonable terms between Administering and Partner organization(s) which generated or developed the Intellectual Property, after the End date of **[please fill in Grant Agreement number]**.

3.3.4 The Partner organization shall not disclose to any third person any part of Foreground Intellectual Property financed in whole or in part by UKF without previously obtaining a written permission of CSF.

Article 4 – Warranties

4.1 The Party supplying the Background Intellectual Property shall inform other Parties of any possible restrictions of its use.

4.2 Each Party warrants that it shall exercise due diligence to avoid committing an infringement of patents or any other intellectual property rights belonging to other Party to this Agreement or any third person from use of products protected by intellectual property rights that have come into existence as result of contribution of this Party to UKF Project.

Article 5 – Payment and payment modalities

5.1 The Administering 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 Administering 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 and Notices

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

8.2 Any notices given under this Agreement will be delivered either by messenger or overnight delivery service, or sent by facsimile/email with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, addressed as indicated below. Notice will be deemed to have been given on the day received.

If to Administering Organization:

Please insert address

Email: please insert

If to Partner Organization:

Please insert address

Email: please insert

Article 9 – Period of performance and Termination

9.1 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 9.2.

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

9.3 The Administering Organization shall immediately inform the UKF on the termination of this agreement.

Article 10 – Dispute Resolution and Language

10.1 In cases where a dispute arising in relation to this Agreement the Parties shall make good faith effort to settle it upon mutual consultation.

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. Partner Organization acknowledges that Administering Organization is subject to UKF Grant Agreement no. **[please fill in Grant Agreement number]**.

11.2 If any term of this Agreement is found by a competent court to be in whole or in part unenforceable, then the remainder of this Agreement will continue in effect so long as the Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, in whole or in part, is found to be unenforceable, this Agreement will terminate unless the parties mutually agree in writing to the contrary.

11.3 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to Government restrictions, insurrections, wars and/or any other cause beyond the reasonable control of the party whose performance is affected.

**FOR THE
ADMINISTERING
ORGANIZATION:**

**FOR THE PARTNER
ORGANIZATION:**

**FOR THE PARTNER
ORGANIZATION:**

Date of signature

Date of signature

Date of signature

Signed by

Signed by

Signed by

In: (please insert
place)

In: (please insert place)

In: (please insert place)

**Add other Partner organizations if there are more*