

Agreement between the Norwegian Agency for Development Cooperation and Nha Trang University regarding the NORHED project "Incorporating Climate Change into Ecosystem Approaches to Fisheries and Aquaculture Management in Sri Lanka and Vietnam". PTA No SRV-13/0010.

WHEREAS the Norwegian Agency for Development Cooperation (Norad) in 2013 launched a programme designed to stimulate productive South-North collaboration in the fields of higher education and research (the NORHED Programme),

WHEREAS the Nha Trang University (the Grant Recipient) in connection with the call for applications to the NORHED Programme 2013-18, together with the University of Tromsø, University of Ruhuna, and the University of Bergen (the Partner Institutions) has submitted an application for support to the project "Incorporating Climate Change into Ecosystem Approaches to Fisheries and Aquaculture Management in Sri Lanka and Vietnam" (the Project),

WHEREAS the Project has been selected by Norad to receive support under the NORHED Programme,

NOW THEREFORE Norad and the Grant Recipient (the Parties) have reached the following understanding which shall constitute an Agreement between the Parties:

Article I Scope and objectives

1. This Agreement sets forth the terms and procedures for Norad's support to the Project as outlined in the Agreed Project Summary attached as Annex I to this Agreement and further described in the application dated 15 March 2013, including all appendices/annexes and as later amended (the Application).
2. The goal of the NORHED Programme is sustainable economic, social and environmental development in low and middle income countries (LMIC).

The purpose of the NORHED Programme is to strengthen capacity in higher education institutions in LMIC to contribute to a) a more and better qualified workforce, b) increased knowledge, c) evidence-based policy and decision-making and d) enhanced gender equality.

3. The goal of the Project is "Increased competence in South institutions regarding the vulnerability of coastal communities and ecosystems to climate change, and develop responsive management mechanisms to meet the challenges to fisheries and aquaculture" (Impact).

The purpose of the Project is "Strengthening education and research capacity in climate change and natural resource management in the two institutions in South-Vietnam and Sri Lanka" (Outcome).



The Parties shall communicate and cooperate fully with the aim to ensure that the Impact and Outcomes are successfully achieved.

4. The Parties may agree on extending existing or including new Project elements within the Project, as well as on re-allocating funds within the Project. Any such adjustments shall be agreed in writing.
5. Any significant deviations from the Application such as changes to the budget of more than 15% per budget line, amendment of the goal hierarchy, the Grant Recipient's organisation and/or material alterations to the work plan is subject to Norad's prior, written approval. Norad may stop disbursements of the Grant until such changes have been approved.

Article II The Grant

1. Norad shall, subject to Parliamentary appropriations, make available to the Grant Recipient a financial grant not exceeding NOK 18 000 000 (Norwegian kroner eighteen million (the Grant) to be used exclusively to finance the Project in the period 2014-2019 (the Support Period).
2. Any accrued interests on the Grant may be used for the benefit of the Project.
3. Any unspent disbursed funds and accrued interests shall be returned to Norad upon completion of the Project.
4. Representatives of Norway shall at all times be allowed to undertake control measures to verify that the Grant is being used in accordance with the Agreement, hereunder be permitted to visit any premises and examine any records, goods and documents requested and have access to the independent auditor responsible for auditing the financial statements of the Project, and such auditor's assessments of all information pertaining to the Grant Recipient and the Project, unhindered by any confidentiality obligations on the part of the auditor. The Grant Recipient shall also ensure that representatives of Norway have the same access to undertake such control measures related to the Partner Institutions' use of the Grant.

Article III Contributions and obligations of the Grant Recipient

1. The Grant Recipient shall be responsible for implementing the Project, and shall hereunder:
 - a) Have the overall responsibility for the planning, implementation, reporting and monitoring of the Project,
 - b) Enter into agreements with students who receive scholarships or fellowships funded by the Project, and for staff including a clause on commitment to work at the institution for a minimum of two years upon graduation,
 - c) provide or procure the financial and other resources required in addition to the Grant,

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- d) ensure that the Grant is used according to approved work plans and budgets,
- e) ensure that the Project is implemented in accordance with the rules and regulations of the NORHED Programme, and that Project expenses are in line with the document "Guidelines for the Budgeting Process",
- f) ensure that Project funds, which shall include any accrued interests, are properly accounted for, and that the Grant is reflected in the plans, budgets and accounting of the Grant Recipient,
- g) promptly inform Norad of any circumstances that interfere or threaten to interfere with the successful implementation of the Project,
- h) ensure that all permits, import licenses and foreign exchange permissions that may be required are granted,
- i) ensure that Norad's support is acknowledged in all communications and publications related to the Project.
- j) enter into an agreement with the Partner Institutions (the Partnership Contract) to regulate their collaboration on the Project. In the Partnership Contract, the Grant Recipient shall require the Partner Institutions to apply administrative procedures that ensures compliance with the obligations of this Agreement.

The Partnership Contract shall contain such provisions as is required to enable the Grant Recipient to fulfill his obligations towards Norad under this Agreement.

The Partnership Contract shall, as a minimum, include the following elements:

- i. provisions on the roles and responsibilities of the parties;
- ii. provisions on reporting, consultations and the financial arrangements between parties, including, but not limited to, a specification of which expenditures the partners may cover from the Project budget, and provisions on disbursement of funds from the Grant Recipient to the Partner Institutions;
- iii. provisions on audits on Partner Institutions and access for representatives of Norway to undertake control measures;
- iv. a detailed budget for the Project, with itemized costs and unit prices and an allocation of costs to the Grant Recipient and Partner Institutions respectively;
- v. provisions on procurement;
- vi. provisions to prevent and detect financial irregularities;
- vii. a right for the Grant Recipient to terminate the Partnership Contract in case this Agreement is terminated in accordance with Article XII and,
- viii. provisions on dispute resolution,

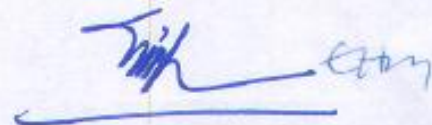


The Partnership Contracts shall further contain provisions on intellectual property rights which shall, as a minimum, include the elements listed in Annex 2 to this Agreement.

A copy of the Partnership Contract and any subsequent amendments thereof shall be submitted to Norad for information before entering into force.

Article IV Disbursement

1. The Grant will be disbursed upon semi-annual written requests from the Grant Recipient based on the financial needs of the Project. The first disbursement, amounting to NOK 2 200 000 will be made upon signing of this Agreement and approval by Norad of a disbursement request from the Grant Recipient.
2. The second disbursement shall be subject to Norad's receipt of the signed Partnership Contract.
3. When determining the amount to request, the Grant Recipient shall take into account unspent disbursed amounts and income from all sources.
4. Disbursement to the Partner Institutions may be made directly by Norad to such institutions if i) specified in the disbursement request from the Grant Recipient and ii) Norad considers it justified by legal or practical purposes or other exceptional circumstances. Disbursement to the Norwegian institutions among the Partner Institutions, may be made directly to such institutions if specified in the disbursement request from the Grant Recipient.
5. In the disbursement requests, except the first request, the Grant Recipient shall document the need for the requested amount by submitting a statement of bank balances for the Project both from the Grant Recipient and, if applicable, from each of the Partner Institutions receiving a disbursement directly from Norad pursuant to the request. If the disbursement entails reimbursement of costs, original, specified invoices, approved in writing by the Grant Recipient's controller/chief financial officer, shall be submitted along with the disbursement request. In addition, one of the disbursements each year shall be subject to Norad's receipt and approval of the annual work plans and budgets and, except for the first year, of the annual progress report, financial statement and audit.
6. Funds will be transferred upon Norad's approval of the disbursement requests to separate Project bank account(s) with the Grant Recipient, and if applicable, the Partner Institutions, and shall be made available to the Project immediately.
7. The Grant Recipient shall immediately, in writing, acknowledge receipt of the funds and, if applicable, ensure that any Partner Institutions do the same when receiving funds directly from Norad. The date of receipt shall be stated as well as the exchange rate applied.
8. Apart from any direct disbursement to Partner Institutions pursuant to this Article IV Clause 4, all disbursements to Partner Institutions shall be undertaken by the Grant Recipient in accordance with the Partnership Contract.



9. All disbursements to suppliers of goods or services shall be made by the Grant Recipient or Partner Institutions.

Article V Annual Meeting

1. The Grant Recipient shall invite Norad and the Partner Institutions to an Annual Meeting tentatively in within 30 June each year in order to:
 - a) discuss the progress of the Project, including results and fulfillment of agreed obligations,
 - b) discuss possible revisions of plans and budgets,
 - c) discuss issues of special concern for the implementation of the Project, such as the major risk factors set out in the Agreed Project Summary, and how to manage such risks/issues.
2. Each of the participating entities may include others to participate as observers or as advisors to their delegations.
3. The documentation specified in Articles VI and IX shall form the basis for the consultations.
4. The Annual Meeting shall be chaired by the Grant Recipient. Main issues discussed and points of view expressed as well as any decisions shall be recorded in Agreed Minutes. The Agreed Minutes shall be drafted by the Grant Recipient and be submitted to Norad and the Partner Institutions for comments no later than two weeks after the Annual Meeting.
5. Tentatively, the Annual Meeting shall take place every second year in Norway and Vietnam respectively.

Article VI Reports

1. The Grant Recipient shall submit to Norad the reports and documentation specified below. Norad shall respond within or during the first Annual Meeting to be held after the submission of such reports and documentation, or, at the latest, within two months upon receipt of the reports and documentation.
2. The financial year of the Grant Recipient is from January to December.
3. An annual progress report covering the previous financial year shall be submitted within 31 March each year.

The progress reports shall be prepared in accordance with the format for progress reports agreed between Norad and the Grant Recipient and shall include the following information:

- i) A description of actual outputs compared to planned outputs (as defined in the work plans and result framework),
- ii) a description of gender mainstreaming activities implemented, including gender disaggregated data where relevant
- iii) a brief summary of the use of funds compared to budget,

- iv) an assessment of the efficiency of the Project (how efficiently resources/ inputs are converted into outputs),
- v) an explanation of major deviations from plans,
- vi) an assessment of problems and risks (internal or external to the Project) that may affect the success of the Project,
- vii) an assessment of the need for adjustments to activity plans and/or inputs and outputs, including actions for risk mitigation.

4. A certified annual financial statement for the Project covering the previous financial year shall be submitted within 31 March each year.

The financial statement for the Project shall be in the same format as the budget included in the Application, and shall consist of:

- i) A statement showing cash receipts/income and expenditures for the previous period structured as and compared to approved budgets for such previous period as well as accumulated for the Support Period. The statement shall capture all sources of funding, with sufficient segregation of data to permit identification of individual sources of funds and disbursements on major Project activities or types of expenditure,
- ii) a statement of cash and bank balances,
- iii) relevant notes to the above mentioned statements including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Project.

The financial statement shall be certified by an authorized representative of the Grant Recipient and the Grant Recipient's financial controller.

5. An annual work plan shall be submitted within a month before the beginning of each financial year. The work plan shall specify planned outputs and time schedules for the next financial year.
6. An annual budget for the Project for the coming financial year showing estimated income from all sources and planned expenditures shall be submitted within one month before the beginning of each financial year. The budget(s) shall give complete and detailed information on the financing of the Project.
7. A final report shall be submitted within six months after the end of the Support Period. If the Project is not completed by 1 January 2020 a status report shall be submitted to Norad by 28 February 2020, including the below information. The final report shall include:
 - i) The topics listed in Clause 3 above for the whole Support Period,
 - ii) an assessment of the effectiveness of the Project, i.e. the extent to which the Purpose has been achieved,
 - iii) an assessment of Outcomes and Impact (i.e. the changes and effects positive or negative, planned and unforeseen of the Project seen in relation to target groups and others who are affected),
 - iv) an assessment of sustainability of the Project, i.e. an assessment of the extent to which the positive effects of the Project will still continue after the external assistance has been concluded,
 - v) a summary of main "lessons learned".



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Article VII Procurement

1. The Grant Recipient undertakes to effect all procurements of goods and services necessary for the implementation of the Project, if not otherwise stated in the Partnership Contract or agreed between the Grant Recipient and the Partner Institutions in writing.
2. The Grant Recipient shall ensure that all procurements related to the Project shall be performed in accordance with generally accepted procurement principles, good procurement practices and the procurement regulations of the jurisdiction of the Grant Recipient or Partner Institutions if it is undertaking the procurement. Norwegian suppliers shall be given the same opportunities as other suppliers to compete for deliveries.
3. The Grant Recipient shall observe and shall ensure that the Partner Institutions observe the highest ethical standards during the procurement and execution of contracts.
4. No offer, gift, payment or benefit of any kind, which would or could, either directly or indirectly, be construed as an illegal or corrupt practice, e.g. as an inducement or reward for the award or execution of procurement contracts, shall be accepted. Invitations to make offers as well as the procurement contracts shall, respectively, include a clause stating that the offer will be rejected and/or the contract cancelled in case any illegal or corrupt practices have taken place in connection with the award or the execution of the contract.
5. Procurement contracts exceeding NOK 100,000 entered into by the Grant Recipient or any of the Partner Institutions shall be submitted to Norad for approval.

Along with the contract, the Grant Recipient shall confirm in writing that the procurement regulations agreed on in Clause 2 above, have been adhered to.

6. The Grant Recipient shall provide Norad with a copy of invitations to international tenders concerning any procurements related to the Project which value exceeds NOK 600,000 at least 40 days before the invitation is published.
7. The Grant Recipient shall upon request furnish Norad with all relevant information on procurement undertaken by it or any of the Partner Institutions in relation to the Project, and provide access to all related records and documents. Norad may require access to information even during the stage in the procurement procedure when it is restricted to the officers performing the procurement. Restrictions on such information shall be respected until the information can be made public without any risk of detriment to the result of the procurement.

Article VIII Property, equipment and intellectual property rights

1. The right of ownership to property, equipment, consumables and intellectual property rights procured or developed by use of the Grant shall vest in the Grant

Recipient or one or more of the Partner Institutions, unless otherwise indicated in the Application. All matters associated with such property, equipment, consumables and intellectual property rights are the exclusive responsibility of the Grant Recipient and/or the Partner Institutions.

2. If such property and/or equipment is sold before the end of the Support Period, the sale shall be at market value unless otherwise approved by Norad. In the event of such sale, the purchaser may not be any of the employees of the Grant Recipients or Partner Institutions, or any relatives of such employees, unless otherwise approved by Norad. The Grant Recipient shall ensure that sales records are prepared, including a list of the equipment sold, price offers, final price and the name of the purchaser. The income from the sale shall accrue to the Project. This record or list shall be attached to the first progress report due after the sale, and the selling price shall be included in the financial report.
3. If this Agreement is wholly or partially terminated pursuant to Article XII prior to the expiry of the Support Period, or if one or several Partner Institutions withdraw or is excluded from the Project, Norad may require that the Grant Recipient sells and/or ensures that the Partner Institutions sell, all remaining property, equipment and goods that have been purchased by use of the Grant as described above. The income from the sale shall be repaid to Norad unless otherwise agreed by the Parties.
4. Norad and the relevant public authorities in the country in which the Project is implemented shall enjoy a royalty-free, non-exclusive, non-commercial right to translate, reproduce and distribute all material produced in connection with the Project, only subject to the coverage of any actual and necessary costs incurred by the partner giving access.

Article IX Audit

1. The annual financial statements for the Project shall be audited by an independent, professional authorized, chartered or certified accountant/accountancy firm in public practice (external auditor/ audit firm) acceptable to Norad. This shall come in addition to any audit performed by the auditor general or any other public audit undertaken in accordance with the laws of the jurisdiction of the Grant Recipient.
2. If required in order to perform an audit of the annual financial statements of the Project as outlined in Clause 1 above, the Grant Recipient shall obtain separate audit statements from the Partner Institutions related to their respective part of the Grant. This shall however, not apply to the Norwegian Partner Institution.
3. The cost of the audit shall be covered by the Grant.
4. The audit shall be carried out in accordance with the international auditing standards. The auditor shall state in the report which auditing standards that have been applied.
5. The audit report shall state the auditor's opinion/findings as to:


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- i) Whether the financial statements present fairly, in all material respects, the Project's cash receipts/income and expenditures as well as the cash/bank/financial position in accordance with an acceptable financial reporting framework,
 - ii) whether the audit has uncovered any material weaknesses in relevant internal control(s),
 - iii) whether the audit has uncovered any illegal or corrupt practices,
 - iv) whether cash receipts/income and expenditures are properly accounted for.
 - v) whether appropriate internal controls to counteract illegal or corrupt practices have been established and are complied with.
6. The Grant Recipient shall submit to Norad the audit report for the previous financial year, and any other report from the auditor significant to the implementation of the Project, within 30 June each year. The Grant Recipient shall comment upon the auditor's findings. Norad shall respond within or during the first Annual Meeting to be held after the submission of such reports and documentation, or, at the latest, within two months upon receipt of the reports and documentation.

Article X Evaluation – Review

1. A final and /or mid-term review of the Project shall take place during the Support Period at a time agreed between the Parties. The review/s shall ascertain to what extent the Project has delivered the results set out in the result framework. The review shall also assess whether any adjustment of the result framework or organizational set up of the Project is needed. Norad shall draft the terms of reference for the review which shall be submitted to the Grant Recipient for information.
2. Norad reserves the right to carry out independent reviews or evaluations of the Project as and when Norad deems it necessary. The Grant Recipient shall cooperate with and assist any employee of or person contracted by Norad to undertake studies, reviews, evaluations or similar of the Project and/or the NORHED Programme and shall ensure that the Partner Institutions do the same.
3. The cost for all reviews initiated by Norad in accordance with article X of this Agreement will be covered by funds over and above the Grant.

Article XI Financial irregularities

1. During the implementation of the Project, the Grant Recipient is required to practice zero tolerance for financial irregularities, and shall ensure that the Partner Institutions do the same. In order to fulfill this requirement, the Grant Recipient shall ensure that it and the Partner Institutions:
 - i) have systems for internal control, and organise its operations in such a manner that financial irregularities, including corruption, theft, embezzlement, fraud, misappropriation of funds, favouritism or nepotism are prevented,
 - ii) not, during the implementation of the Project, directly or indirectly, demand, receive, accept, offer or give any kind of gift, payment or benefit that could be construed as illegal or corrupt practice,



- iii) without undue delay, inform Norad of any suspicion of financial irregularities, including any of the matters mentioned above, that it becomes aware of during the implementation of the Project. The matter will be handled by Norad in accordance with Norad's guidelines for dealing with suspicions of financial irregularities, and by the Grant Recipient in accordance with Grant Recipient's policy.

Article XII Reservations


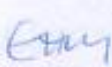
1. Norad reserves the right to withhold disbursements at any time in case e.g.:
 - i) The Project develops unfavorably in relation to the Impact and Outcome,
 - ii) substantial deviations from agreed plans or budgets occur,
 - iii) resources to be allocated by the Grant Recipient and/or Partner Institutions are not provided as agreed,
 - iv) the documentation specified in Articles VI and IX has not been submitted as agreed,
 - v) the financial management of the Project has not been satisfactory,
 - vi) the Partnership Contract is breached or terminated before all obligations therein are fulfilled.
2. Norad reserves the right to reclaim all or parts of the Grant and cancel the Agreement if Project funds are found not to have been used in accordance with the Agreement or are found not to be satisfactorily accounted for.
3. Norad has the right to cancel the Agreement or portion of the Agreement, and has the right to demand the cancellation of any contract financed under the Agreement (including, without limitation, the Partnership Contract), with immediate effect if it determines that corrupt or fraudulent practices were engaged in by representatives of the Grant Recipient, any of the Partner Institutions or any other beneficiary of Project funds during the Support Period without the Grant Recipient having taken timely and appropriate action satisfactory to Norad to remedy the situation.
4. Before Norad withholds disbursements, reclaims funds or cancels the Agreement, the Parties shall consult with a view to reaching a solution in the matter.

Article XIII Distribution of the Agreement

1. The Grant Recipient shall distribute copies of the Agreement to the Partner Institutions and other institutions involved in the Project or otherwise in need of information on its content.

Article XIV Entry into force – Termination – Disputes

1. The Agreement shall enter into force on the date of its signature, and shall remain in force until the Parties have fulfilled all obligations arising from it. Whether the obligations are fulfilled, shall be determined in consultations by the Parties.

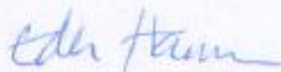
 

2. Notwithstanding the previous clause each Party may terminate the Agreement upon three months written notice.
3. If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall consult with a view to reaching a solution.

IN WITNESS WHEREOF the undersigned, acting on behalf of their respective Parties, have signed the Agreement in two originals in the English language.

Done in Oslo the 28th of August 2014.

For the Norwegian Agency for
Development Cooperation



Edle Hamre
Head of Section,
Section for Research, Innovation
and Higher Education



For the University of Nha Trang



Vu Van Xung
Rector

Annexes:

- I. Agreed Project Summary
- II. Minimum provisions for intellectual property rights

Annex I Agreed Project Summary

Identification of the Project

Project Title/Name: *"Incorporating Climate Change into Ecosystem Approaches to Fisheries and Aquaculture Management in Sri Lanka and Vietnam"*.

- Implementing institution: Nha Trang University (Vietnam)
- Norwegian and/or other Partner institution: University of Tromsø, University of Bergen, and University of Ruhuna (Sri Lanka)

Description of the Project:

Development Goal/intended impact on society

Increased competence in South institutions regarding the vulnerability of coastal communities and ecosystems to climate change, and develop responsive management mechanisms to meet the challenges to fisheries and aquaculture.

The target group of the project includes staff from Nha Trang University and University of Ruhuna, government ministries and management units in the South countries. In addition, the project will reach out and assist in the building of capacity and resilience of the coastal communities, including fishermen, aquaculturists and local administrations.

Purpose/intended outcome

Strengthening education and research capacity in climate change and natural resource management in the two institutions in South-Vietnam and Sri Lanka

Formulation of the project's specific (sub-) outcomes:

1. Increased and strengthened ability of universities in the South to educate qualified personnel on the marine ecosystem management and climate change.
2. Increase and enhancement of research capacity of universities in South to assess climate change impacts on biodiversity, fisheries and aquaculture; vulnerability and adaptation.
3. Improvement of links between sciences and policy communities to enable adaptation planning and improve capacity to manage marine resources and fisheries and aquaculture sectors under the impact of climate change.
4. Institutional development/gender mainstreaming (facilities access, small infrastructure, appropriate policies, regulations) to facilitate sustainable development of education and research in management of marine resources and fisheries.

Outputs/expected results/products

1. Master program: A new master program in Marine Ecosystem Management and Climate Change established in Vietnam; M.Sc. trained through project.
2. Research and capacity development in marine ecosystem management and climate change: PhDs trained through the project, PDs trained through the project, scientific outputs (papers, M.Sc. and PhD theses, conference presentations, etc.) disseminated.
3. Guidelines for integrating the impacts of climate change in local level ecosystem approach to fisheries aquaculture management plans and actions at province and district levels in Vietnam; Policy briefs provided for fisheries and aquacultures sectors.
4. Institutional capacity/gender: Small infrastructure for South institution improved; Develop mentor program for female candidates towards senior lecturer/associate professor/professor competence; Create office workspace for women preparing for professorship.

Inputs

International and national consultants; workshop; research staff; travel; focus group discussion; household survey.

Major risk factors

1. Internal risk factors:

- Built capacities of the academics of the HEIs under-utilized due to lack of opportunities.
- Insufficient time for project staff to finish their studies.
- Recruitment problems for the master program due to few staff members with only bachelor degrees.
- Recruitment problem due to difficulties in finding underrepresented groups with sufficient qualification for master program.
- Drop-out from master program.
- PhD-students may delay the graduation due to fieldwork, experiments and publication requirements, pregnancy, etc.
- Administration regulations/procedures may affect research activities.
- Delays in publications due to time-consuming editorial work.
- Staff trained may leave the HEIs.
- The Masters program fail to recruit candidates due to the small scholarship allocation. There will be scholarships to those who are economically disadvantaged/marginalized groups.
- Undue delays in allocation and distribution of financial resources and PhD students progress that may delay planned activities.
- The mentoring program may not be able to reach the target number of female candidates and mentors.


2. External risk-factors:

- Major climatic catastrophes may take place during the period of the project.
- Climate change measures are long term and the project may not capture all changes in ecosystem vulnerabilities.
- Scientific and technical information in relation to climate change in Vietnam and Sri Lank is insufficient and incomplete, and uncertain, making robust results from the project hard to determine.
- Province/district-level stakeholder and administrations show low engagement for adaptation measures.
- Delays in approval from Ministry of Education and Training in Vietnam for the master program.
- Public policy changes (e.g. salary increases).
- Cost escalation.

Overall budget (in NOK):

This is an aggregated overview of the budget for the Project. A detailed budget is included in the Application.

	NTU	UIT	UIB	RU	Total
Education	2 663 318	1 450 745	897 908	446 554	5 458 516
PhD and Research	2 254 846	946 260	1 220 841	284 516	4 706 463
PD and Research	1 451 180	199 920	633 280	605 600	2 889 980
Institutional Development	780 860	0	0	60 000	840 860
Project Management	1 114 137	1 299 951	85 930	105 100	2 605 118
Sum	8 264 341	3 896 876	2 837 959	1 501 760	16 500 935
Inflation at 2.08%	171 898	81 055	59 030	31 237	343 219
Administrative support	578 504	272 781	198 657	105 123	1 155 065
Total	9 014 743	4 227 169	3 135 856	1 638 120	17 999 220



Annex II Intellectual Property Rights

For the purposes of this Annex II, the "Project Partners" shall be defined as the Grant Recipient and the Partner Institutions jointly.

Project results arising from work carried out under the Project shall be the property of the Project Partner institution carrying out the work leading to the results. Where researchers from several Project Partners have jointly carried out work generating the Project results and where the respective share of their work cannot be ascertained, the Project Partners shall have joint ownership of such results. The Project Partners shall on a case-by-case basis agree amongst themselves the allocation and terms of existing ownership to such results.

All Project Partners shall enjoy non-exclusive, royalty-free access rights to Project background and Project results, if and to the extent such Project background or Project results is needed to carry out their own work under the Project. The Project Partners shall be notified in writing about a Project result within a month after its identification. The Project Partners can under no circumstances give up their rights to use the research results for teaching and research.

Publication of the Project result shall be done as quickly as possible. The necessary protection to secure the opportunity for commercialization shall be done before publication if at least one Project Partner demands it. Plans of publication shall be sent from the one responsible for the Project to the Project Partner who produced the result. The Project Partners have a deadline of 30 days from the plans were received to petition a delay of publication to ensure the necessary protection. For the submission of a patent application it shall as a main rule be given a deadline of 90 days after one of the Project Partners petitions for an extension.

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