



COLLABORATION AGREEMENT

between

Department of Media and Communication, University of Oslo,
P.O. Box 1093 Blindern, 0317 OSLO, Norway
Co. reg. no.: 971 035 854
"Project Owner"

and

Masaryk University, Faculty of Social Studies,
Žerotínovo nám. 617/9
601 77 Brno, Czech Republic Co. reg. no.: DIČ: CZ 00216224
Referred to as "MU"

Jointly referred to as the "Parties" or individually as the "Party"

for

EU Kids Online IV (EUKO 201002)
("The Project")

1. Definitions

Work Plan	Plan specifying the obligations and contributions of MU within the framework of the Project, included as Appendix 1.
Funding Plan	A plan indicating how the Project costs will be reimbursed to MU throughout the Duration of the Agreement, included as Appendix 2.
Ministry	Ministry of Justice and Public Security
Force majeure	Unforeseeable and extraordinary circumstances outside the control of the Parties.
Intellectual Property Rights	All rights to technical solutions, methods, processes and procedures, regardless of whether or not these are or may be patented. This also

	<p>includes all copyrights and other rights to trademarks, designs, plant species, databases, integrated circuit layout designs, drawings, specifications, prototypes and trade secrets, etc.</p>
In-kind	<p>Research activities, research infrastructure and materials, etc. that a Party makes available to the Project as specified in the Work Plan, instead of or in addition to financial contributions.</p>
Commercial Utilisation	<p>Direct or indirect use of Project Results in the development and/or marketing of products, services or processes, or the transfer and/or licensing of use of Project Results to third parties. Publication through a publisher is not deemed to be commercial utilisation.</p>
Confidential information	<p>Information, documentation or materials given in writing or in any other form and marked "confidential", or as given orally and stated to be confidential, provided that this is confirmed in writing by no later than 14 days after the information in question was given.</p>
Defaulting party	<p>A Party deemed by the Board to be in breach of its obligations under the Collaboration Agreement.</p>
Background	<p>The knowledge, including Intellectual Property Rights, which a Party brings to the Project. The Background provided by an individual Party is set out in Appendix 3.</p>
Project Manager	<p>The individual who is in charge of the progress and implementation of the Project on behalf of the Project Owner.</p>
Project Results	<p>All results produced or achieved through the work carried out under the Project, including Intellectual Property Rights, regardless of whether or not the results are protected by law.</p>
Fair and Reasonable Conditions	<p>Appropriate conditions, including financial terms or royalty-free conditions, taking into account the specific circumstances of the request for ownership or access. The conditions shall reflect the value of the Project Results or Background to which access is requested, financial and non-financial contributions, as well as the scope,</p>

duration or other characteristics of the exploitation envisaged. The terms of the exploitation agreement shall be formulated to ensure that the undertakings participating in the Project do not receive indirect state aid, as set out in the EFTA Surveillance Authority's guidelines for state aid for research, development and innovation Section 28, paragraph b), c) or d).

The Board

The Project's highest decision-making body

2. Purpose and scope

This Collaboration Agreement regulates the relationship between the Parties involved in the Project, including their rights and obligations. The Project Owner has, on behalf of the Parties, been granted financial support by the Norwegian Ministry of Justice and Public Security for the implementation of the Project, and the parties are to collaborate on the research project EU Kids Online IV. In the framework of the Project, MU undertakes to fulfil the tasks described in the Work Plan, included as Appendix 1 in this Collaboration Agreement.

The Collaboration Agreement has the following appendices:

- Appendix 1: Work Plan
- Appendix 2: Funding Plan
- Appendix 3: Background

3. Entry into force, duration, withdrawal and early termination

3.1 Entry into force, duration

This Collaboration Agreement shall come into force on November 1, 2019 and shall remain in force until May 31, 2020 or until the Project has been completed and the Parties have fulfilled all their obligations under the Collaboration Agreement, whichever comes first.

After this date, the Collaboration Agreement shall automatically terminate, with the exception of Section 6 (Backgrounds), Section 7 (Project Results), Section 8 (Publication), Section 11 (Liability), Section 9 (Confidentiality) and Section 16 (Jurisdiction and legal venue), which will remain valid after the Collaboration Agreement has been terminated.

3.2 Withdrawal

With the exception of the Project Owner, any Party that wishes to withdraw from its participation in the Project may submit written request to this effect to the Board. The Board will request the approval of the Ministry to continue the Project with a change in the composition of the Parties.

Notice of withdrawal shall be submitted to the Project Owner by no later than 1 July in order to apply with effect from 1 January the following year.

If the withdrawal of the Party will significantly affect the further implementation of the Project, the Party is under obligation to ensure, by negotiation and other relevant forms of agreement that conditions are in place for the remaining Parties to continue with the Project. This includes access to and access rights for the Background and any information required for completing the Project.

The remaining Parties shall make reasonable efforts to redistribute the withdrawing Party's tasks and obligations between themselves and to any third parties accepted by the Parties and the Ministry as new Parties. This is conditional on acceptance by the third party in question of the terms and conditions contained in this Collaboration Agreement.

A Party that withdraws from the Project in accordance with Section 3.2 shall continue to provide any financial contributions to which they are committed up to the date of withdrawal. With effect from the date of withdrawal, any such Parties shall be relieved of their rights and obligations under the Collaboration Agreement, with the exception of those obligations mentioned in Section 3.1, which shall continue to apply after withdrawal.

4. Obligations of the Parties

Each Party shall carry out the research activity and/or provide all such contributions – including financial contributions – as committed to under the Collaboration Agreement. MU contribution is set out in the Work Plan and Funding Plan. MU will not provide any financial contributions.

The Parties are required to perform their duties in an efficient and professional manner, and otherwise in compliance with the quality requirements for performance which apply to all reputable parties involved in research and development.

Research is by its nature subject to uncertainty as to what results can be achieved. Consequently none of the Parties are liable to the other Parties in respect of achieving a specific result or goal set for the research activity, as long as the terms relating to the performance of the research activities – as stated above – are met.

The Parties shall immediately notify the Project Owner of matters relevant to the implementation of the Project.

The Parties shall provide all information and other materials that might be necessary in order for a Party or the Board to be able to undertake their duties in accordance with the Collaboration

Agreement, and shall at the same time ensure that this information, etc., is as correct and updated as possible.

The Project shall be carried out in accordance with applicable laws and regulations. Unless otherwise specified in the Collaboration Agreement, each Party shall be individually responsible for obtaining any permits required for it to perform its tasks under this Project.

5. Finance and management

5.1 Distribution of funding

The Project Owner receives and administers the Ministry's and the Parties' financial contributions to the Project. The Project Owner disburses funds in accordance with the adopted Work Plan, reports approved by the Ministry and invoicing procedures as set out in Section 5.2.

Parties are only entitled to receive payment for the duties they undertake / subcontract and costs they have incurred in accordance with the adopted Work Plan.

In accordance with its own auditing and management principles, each of the Parties shall be solely responsible for documenting its own project costs, both towards the Ministry and to the other Parties. Documentation shall be provided at the request of either the Project Owner or the Ministry.

A Party using less than its allocated share of the project funds will only receive payment for its actual and justified costs, in accordance with the Work Plan. A Party using more than its allocated share of the project funds will only receive payment for the actual and justified costs up to the amount equalling that allocated share of project funds.

Disbursed funding that a Party is unable to document as actual and eligible costs in accordance with the Work Plan shall be repaid. A Defaulting Party shall also cover any additional costs incurred by the other Parties as a result of the breach.

5.2 Invoicing

The Project Owner agrees to allocate funds to the Partner in accordance with the Funding Plan, Appendix 2.

The Partner shall claim payment by sending an invoice as specified here:

Invoice details

Address: University of Oslo, Department of Media and Communication

(send as pdf to: invoice@admin.uio.no)

Mark the invoice with: [REDACTED]

Only actual costs, identified and verified in the party's accounts, will be paid, and documentation of these costs has to be attached to the invoice.

Unless otherwise agreed, correct invoices shall be paid within 30 days of receipt.

In the event of delayed payment, penalty interest on arrears shall be calculated in accordance with the Norwegian Act relating to Interest on Overdue Payments.

5.3 Right of Project Owner to Withhold Payment

The Project Owner shall be entitled to withhold payment, and to require repayment of Project funds from a defaulting Party.

6. Background

The right of ownership to any Background brought into the Project by the individual Party shall remain with the Party that brought it in. Background that is part of the Project from its commencement is set out in Appendix 3.

Background that is brought into the Project during the duration of the Agreement shall be presented in writing to the Project Owner, shall be approved by the Board and shall be incorporated into Appendix 3. The Parties shall be informed about any new approved Background.

Any Project Results which are not Background in accordance with Appendix 3 and which have not been approved as Background by the Parties will automatically be given the status of Project Results.

The Parties shall have royalty-free access rights to the Background that is necessary for the implementation of their own Project work, in accordance with the Work Plan.

The Parties' access rights to Background that is necessary to be able to utilise their own results from the Project commercially, shall be granted on the basis of Fair and Reasonable Conditions.

7. Project Results

7.1 Ownership

The ownership rights to Project Results shall accrue to the Party that has generated them.

If two or more Parties have generated the Project Results collaboratively, and the results cannot be separated, they shall have joint ownership of these. The Parties' undivided share shall correspond to the respective Party's proportionate intellectual contribution to the Project Results in question.

7.2 Access rights

For the duration of the Agreement, The Parties shall have royalty-free access rights to Project Results that are necessary for the implementation of their own Project work, in accordance with the Work Plan.

The Parties' access rights to the Project Results of other Parties that are necessary for the exploitation of one's own Project Results shall be granted on the basis of Fair and Reasonable Conditions.

The research institutions shall have access at no charge to use the Project Results for educational and research purposes.

Rights of use beyond what is agreed in this Section shall be subject to agreed terms and conditions between the Party who owns the Project Result and the Party that wishes such use.

7.3 Access rights for withdrawing Parties

A Party withdrawing from the Project shall grant the remaining Parties access rights as set out in the Collaboration Agreement, as if said party was still a Party.

A Party choosing to terminate its participation in the Project cf. Section 3.1, shall be granted access rights to Project Results developed up to the date of withdrawal, and as otherwise set out in the Collaboration Agreement. Said Party does not have any rights to Project Results developed in the Project after the date of withdrawal.

7.4 Special regulation of access rights to software

The access rights to Background and Project Results set out in the Collaboration Agreement do not cover access to source code or object code or to any other documentation for software for which access rights are granted.

8. Publication

Project Results shall be disseminated as quickly as possible.

If a Master's degree, PhD or post-doctoral work is included in the Project, the purpose is for this work to be published. None of the provisions in this Collaboration Agreement shall be interpreted or applied in such a manner that prevents the achievement of a master's degree and/or PhD degree.

Within the framework described in this section, the Parties are entitled to publish Project Results to which they themselves have the ownership rights, cf. the first paragraph of Section 7.1.

Parties with joint ownership rights to Project Results may publish these jointly. Authorship and co-authorship shall be specified in line with the principles of the Vancouver Protocol (<http://www.icmje.org/>).

Plans for publication shall be submitted to the Board via the Project Manager. The Parties have a deadline of 45 business days, from the submission of such notification to the Project Manager, to

request temporary deferral of publication. Any deferment of publication shall be justified on the basis that the Party

- a) has legitimate commercial interests that would be harmed by the potential publication, or
- b) will have difficulty protecting the Project Results or Background.

In accordance with the Act relating to Universities and University Colleges, the boards of Parties which are educational institutions must adopt a decision to impose temporary secrecy on Project Results developed by university and university college employees. For submission of patent applications in such cases, a 90-day deadline shall as a general rule be set after a Party has requested a publication deferral. In such cases a deadline of no more than six months can be provided after the date on which the Party has requested a deferment.

Parties shall not publish the Project Results or Background of other Parties. When such Project Results or Background is integrated with the Project Results of the Party in question, prior written consent is required from the other Party. Such consent shall not be unreasonably withheld, and shall be justified in writing by no later than 30 business days after a written request has been received.

9. Confidentiality

During the term of the Agreement and the subsequent period of three years, the Parties shall keep confidential all Confidential Information they have acquired knowledge of in connection with the Project, and to store this information in a secure manner. The confidentiality obligation does not include disclosure of Confidential Information to employees and third parties, suppliers and sub-contractors, when access to Confidential Information is required for performing Project tasks or utilising Project Results.

Confidential Information shall only be used for performing Project tasks and utilising Project Results, or as agreed with or presupposed by the disclosing Party. The Parties shall ensure that all employees and third parties, suppliers and sub-contractors, who are given access to Confidential Information, are made aware of and comply with the above-mentioned confidentiality obligation. If necessary, a separate confidentiality agreement containing content equivalent to Section 9 herewith must be entered into.

The following information is not regarded as being Confidential Information:

- a) Information already known to the Party in question at the time it was received
- b) Information that is or becomes generally known in a way other than by breach of confidentiality under this Collaboration Agreement
- c) Information received from a third party with no known confidentiality obligations
- d) Information developed by a Party without the use of Confidential Information.

The above-mentioned confidentiality obligation shall not prevent the publication of Project Results in line with the provisions in Section 8 or the exercise of access rights as set out in Section 7 of this Collaboration Agreement. Neither does the confidentiality obligation prevent Confidential Information from being disclosed to the Ministry nor the statutory provision of information to the courts or other public authorities, nor disclosure pursuant to the Information Act relating to the right of access to documents held by public authorities and public undertakings (the Norwegian Freedom of Information Act). The Party providing such information shall be notified when doing so.

10. Breach of contract

If a Party is in breach of its obligations under the Collaboration Agreement, the Project Owner shall provide the Party in question with a written warning and a reasonable deadline for rectifying the situation.

If the breach is not rectified by the deadline, the Board may decide that the Party in question shall be deemed to be a Defaulting Party, and decide what the consequences should be in consultation with the Ministry. The Board's decision may imply transferring the Defaulting Party's agreed tasks to another Party, or terminating the Collaboration Agreement with the Defaulting Party.

Defaulting Parties who must withdraw from the Project as a result of cancellation of the Collaboration Agreement, cf. the preceding paragraph, are obligated to ensure that the other Parties will be able to continue the Project, without any right to compensation.

A Defaulting Party immediately loses its access rights under the Collaboration Agreement upon receipt of the formal decision about cancellation from the Board, but will still be obligated to provide the other Parties access rights to its own Background and Project Results in accordance with the Collaboration Agreement.

A Defaulting Party's other rights and obligations under the Collaboration Agreement cease to exist with effect from the date the Board takes the decision to cancel the Agreement with the Defaulting Party, with the exception of the provisions set out in Section 3.1 of the Collaboration Agreement, which shall continue to apply even after the Collaboration Agreement is cancelled.

Any unpaid, unused funds received in order to undertake Project tasks shall be repaid.

11. Liability

11.1 No guarantees

The Parties do not guarantee that the information or materials (including Background and Project Results) that they provide or make available to the other Parties in the Project are free of error, complete, suitable for a specific purpose or appropriate for the recipient's needs. Furthermore, the Parties do not guarantee that such information or materials do not violate, or will not violate, the intellectual property rights or other rights of third parties. The Parties are required to immediately

notify the other Parties if they become aware of, or have reason to believe, that a violation of the rights of a third party has occurred or may occur.

A Party receiving or making use of such information or materials as set out in the first paragraph herewith shall be entirely and solely responsible for its use of this. A Party that grants access rights shall not be held liable for any violations of the intellectual property rights or other rights of third parties as a result of another Party exercising its access rights.

11.2 Limitation of liability

The Parties shall not be responsible towards each other for any indirect or consequential loss as a result of a breach of the Collaboration Agreement, including but not limited to the loss of income or sales, provided that such losses do not occur as a result of wilful, gross negligence or a breach of confidentiality.

A Party's aggregate liability under the Collaboration Agreement shall in all cases be limited to an amount equivalent to the value of the relevant Party's contribution to the Project as set out in the Funding Plan.

The limitation of liability stated above does not apply in cases where the loss or damage is caused by gross negligence or wilful acts committed by the Defaulting Party, or in the event of a breach of the confidentiality obligation, cf. Section 9.

The provisions set out in the Collaboration Agreement do not change or limit the Parties' general liabilities under Norwegian law, e.g. liability in damages for damage caused to another man's property or injury caused to a third party.

11.3 Injuries caused to third parties

Each Party shall be personally responsible for all losses, material damage or personal injury caused to a third party as a result of undertaking their obligations under this Collaboration Agreement, or from the Party's use of the Background or Project Results.

11.4 Reporting losses and damage

Each Party shall notify the Board and Project Owner about any project-related claims for compensation, etc. which are raised against them.

11.5 Force Majeure

None of the Parties shall be held liable for breach of obligations under the Collaboration Agreement due to Force Majeure. The Parties shall immediately notify the Project Manager if a situation of Force Majeure arises. If such impediments continue or are expected to continue for more than six weeks,

or will have serious consequences for Project implementation on the part of the other Parties, the Board can decide to redistribute Project tasks.

12. Ethics and conflicts of interest

12.1 Ethics

Each Party shall undertake to maintain the highest ethical standards in its work for the Project. Each Party shall ensure that his employees and subcontractors undertake the same commitment.

12.2 Conflicts of interest

Each of the Parties shall adopt all necessary measures in order to prevent situations from occurring which could weaken confidence in undertaking the Project in an impartial, objective manner, for reasons involving financial interests, family connections or other conflicts of interest.

The Parties must notify the Board without undue delay about any such situations which involve or could possibly involve a conflict of interests, and they shall immediately take all necessary measures in order to rectify the situation.

The Board shall approve the adequacy of such measures and can call for the imposition of further measures by an agreed deadline.

13. No representation or formal partnership

The Parties cannot commit the other Parties financially or legally or represent themselves as acting on their behalf. Neither this Collaboration Agreement nor participation in the Project shall be deemed to constitute any form of formal partnership or joint business activity.

14. Communication between the Parties

All information communicated under this Collaboration Agreement shall be in writing and be directed to the addresses and recipients indicated in the Section 15.

15. Contacts for the Collaboration Agreement

Project Owner's contact: [REDACTED] and the administrative staff: [REDACTED]

Collaboration Partner's contact: [REDACTED] and the administrative staff: [REDACTED]

16. Jurisdiction and legal venue

This Collaboration Agreement is subject to Norwegian law.

Attempts shall be made to resolve any disputes that may arise in connection with, or as a result of, this Collaboration Agreement by negotiation between the Parties. If such negotiations fail to produce any results, the dispute in question can be brought before the courts, with the Oslo District Court serving as the legal venue.

17. Signature

Two copies of this Collaboration Agreement have been signed. Each party shall keep one copy.

On behalf of Department of Media and Communication, University of Oslo:

Date:

Name:

Title: Head of Department

Signature:

On behalf of the Faculty of Social Studies, Masaryk University (person with signatory right):

Date:

27 -11- 2019

Name:

Title: Head of Research and Development office

Signature:

Work Plan

MU undertakes to fulfil the following tasks:

Stage 1

Delivery until the end of November 2019:

The technical report describing methodology and cleaning of the EU Kids Online IV dataset. This version of the technical report includes at least 5 European countries including Norway.

The report focusing on the problem of cyberhate, which will compare the findings from at least 5 European countries in which this topic has been specifically examined, including Norway.

Stage 2

Delivery until the end of May 2020:

The updated technical report describing methodology and cleaning of the EU Kids Online IV dataset. This version of the technical report includes at least 14 European countries including Norway.

The extended abstract of a scientific article focusing on the problem of excessive internet use in at least four European countries including Norway. The full version of the article will be submitted into a peer-reviewed scientific journal.

Funding Plan

Faculty of Social Studies, Masaryk University

Stage 1

The technical report (5 countries) and cyberhate report preparation

Total 11 800 EUR

November 30, 2019 (latest transfer date for Instalment 1)

Stage 2

The technical report (14 countries) and extended abstract – article on excessive internet use preparation

Total 11 800 EUR

May 31, 2020 (latest transfer date for Instalment 2)

Total amount 23 600 EUR

Project budget

Salary: for 12 months of one researcher: 12 300 EUR

Services: proof reading and copy editing: 1 480 EUR

Salary: research assistant: 5 100 EUR

Overheads: 4 720 EUR

Amounts given are final and contain all tax obligations and fees.

Invoices have to be sent to University of Oslo (Invoice details are given in Section 5.2 and correct invoices shall be paid within 30 days of receipt).

Payment shall be made on the following bank account:



Appendix 3

Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 1

As to **University of Oslo**, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of University of Oslo shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

This represents the status at the time of signature of this Collaboration Agreement.

PARTY 2

As to **MU**, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of MU shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

This represents the status at the time of signature of this Collaboration Agreement.