



Collaboration Agreement

regarding the implementation of the research project with the following title:

**The role of Blastocystis in inflammatory bowel disease
("the Project")**

(The Research Council of Norway funded project no. 324516)

This Collaboration Agreement, based upon the contract between the Funding Authority and the University of Stavanger, is entered into between:

- 1 **Universitetet i Stavanger** (Project Owner),
- 2 **Statens Serum Institut,**
- 3 **HELSE STAVANGER HF,**
- 4 **Biology Centre of the Czech Academy of Sciences, v.v.i.**

hereinafter collectively referred to as the “Parties”, or individually as “Party”.

1 Definitions

Background: Material contributions or Intellectual Property Rights or know-how that a Party brings to the Project. The Background provided by the individual Party is specified in Appendix 3.

Confidential Information: Background or other information disclosed by one Party to the other Party(ies) and identified in writing as confidential before or at the time of disclosure, or the confidential nature of which was confirmed by the disclosing party in writing within 14 calendar days from the date of its disclosure.

Defaulting Party: A Party that the board has deemed to be in breach of its obligations under the Collaboration Agreement.

Funding Authority: The Research Council of Norway

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 includes all copyrights and other rights to trademarks, design, plant species, databases, integrated circuit layout designs, drawings, specifications, prototypes, company confidential information and the like.

Project Description: Scientific and administrative description of and plan for the implementation of the Project, included as an attachment to the R&D Contract.

Project Manager: The individual in charge of the progress and implementation of the Project on behalf of the Project Owner.

Project Owner: The Party designated as Project Owner in the R&D Contract.

Project Period: The time span during which the Project is to be performed, as specified in the R&D Contract and Section 2.1.

Project Results: 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.

R&D Contract: Agreement relating to an R&D Project between the Project Owner and the Funding Authority that comprises a written agreement, general terms and conditions for R&D Projects, as well as the Project Description, and is included as Appendix 1.

2 Project Period

- 2.1 Start date: 1 July 2022
End date: 31 August 2026

3 The Collaboration Agreement

- 3.1 The Collaboration Agreement governs the organisation and implementation of the Project, as well as the rights and obligations of the Parties.
- 3.2 The parameters of the Project, including the terms and conditions for support from the Funding Authority, the scope of the support, the Project's objective, the Project Description, funding plan and reporting requirements are stated in the R&D Contract.

The Collaboration Agreement has the following appendices:

- Appendix 1: The R&D Contract
Appendix 2: Supplementary description of the Parties' responsibilities and funding plan
Appendix 3: Background

In the event of a conflict between the R&D Contract and this Collaboration Agreement, the R&D Contract shall take precedence.

4 Entry into force, duration, and withdrawal

4.1 Entry into force

- 4.1.1 This Collaboration Agreement enters into force on the date on which it is signed by all the Parties, with effect from the start of the Project Period.

Accession of new Parties to the Collaboration Agreement after the Project has started requires the written consent of the Funding Authority, in addition to the unanimous approval of the Parties. The new Party becomes party to the Collaboration Agreement by signing an accession document.

When it is considered to include a new Party to the Collaboration Agreement, the board shall assess the need for and propose any changes in the appendices to the Collaboration Agreement. Any such changes will enter into force once the new Party has signed the Accession Document.

4.2 Duration

- 4.2.1 The Collaboration Agreement applies between the Parties during the Project Period, until the Project has been completed and the Parties have fulfilled all their obligations under the Collaboration Agreement. After this date, the Collaboration Agreement shall automatically terminate except for provisions that by their nature are intended to survive termination.

4.3 Withdrawal

- 4.3.1 A Party may request to withdraw from the Collaboration Agreement, and thus to abdicate its rights and be exempted from its obligations. A request for withdrawal must be submitted with a minimum of six months' notification to the board. The board will request the approval of the Funding Authority to continue the Project with a change in composition of Parties.

5 Governance

- 5.1 The Project is to have a board and a Project Manager.
- 5.2 The board shall ensure that the intentions and plans for the Project are fulfilled, and that the activities in the Project Description and the funding plan are completed within the approved time and cost framework. The board will further ensure a proper interaction between the Project Owner and the other Parties.
- 5.3 Each Party is entitled to appoint one board representative. Parties are free to replace its representatives but are required to keep the Project Owner informed. The representative of the Project Owner will chair the board.
- 5.4 The Project Manager will be appointed by the Project Owner. The Project Manager is responsible for the day-to-day activities of the Project and reports to the board.
- 5.5 The Project Manager will summon the board to meetings with reasonable notice, usually no less than two weeks prior to the meeting date. The convening letter should be accompanied by an agenda and the documentation needed to deal with the items on the agenda.
- 5.6 The board has a quorum when more than half the members are present or participate in the board's deliberations. The board's decisions will normally be agreed on unanimously among the members that are present or participate in the board's deliberations. However, a Party shall not vote in decisions regarding its own breach of the Collaboration Agreement and the consequences thereof. In ongoing matters that do not affect the individual Party's rights under the Collaboration Agreement or the contract, the board may take decisions by a 2/3 majority.

6 Responsibilities of the Parties

- 6.1 Each Party shall perform the R&D activity and/or provide the financial or other type of support pursuant to the Project Description.
- 6.2 With the approval of the board, a Party may assign parts of the R&D activity for which it is responsible to an appropriate subcontractor. This does not release a Party from its obligations to the other Parties.
- 6.3 In the event a Party does not perform according to the Collaboration Agreement, the board may decide to transfer responsibility for the work in whole or in part to another Party, based on specified terms and conditions. Such a transfer does not release the Party in question from its other obligations according to this Collaboration Agreement.
- 6.4 The Parties undertake a commitment to sign any agreements with owners, employees (including individuals with dual employment), partners, subcontractors, and others that are required to fulfil the relevant Party's obligations under this Collaboration Agreement, including measures to ensure the necessary transfer of Intellectual Property Rights.
- 6.5 The Parties shall notify the Project Owner of matters relevant to the implementation of the Project.

7 Work plan and reporting

- 7.1 The board shall adopt an annual Work Plan for the Project. The Work Plan shall form the basis for the technical and financial implementation of the Project in line with the Project Description and the funding plan.
- 7.2 The Project Owner is responsible for coordinating scientific and financial reporting to the Funding Authority. Parties shall without undue delay submit all Project Results, reports, accounting documentation and other documents that the Project Owner requires to fulfil its obligations to the Funding Authority.

8 Distribution of funds

- 8.1 Reimbursement of actual costs will be at semi-annual intervals. Invoices shall cover the periods 1 January – 30 June and 1 July – 31 December. The December invoices must be received by the Project Owner within 14 January the following year due to the conditions set out in the R&D Contract Article 6.4. Only actual costs will be reimbursed. Costs must be specified according to the project budget for each Party (personnel and indirect costs, equipment, and other expenses) and in line with the Work Plan, unless otherwise specifically agreed.
- 8.2 Unless otherwise agreed, correct invoices shall be paid within 30 days of receipt. Once the total invoicing reaches 90% of the total grant, the remaining funds will only be paid out once the final report has been received and approved by the Funding Authority.
- 8.3 Each Party is responsible for documenting its costs in accordance with its own accounting and management principles.
- 8.4 A Party using less than its allocated share of the Project funding will only receive payment for its actual and eligible costs in accordance with the Work Plan. A Party using more than its allocated share of the project funding will only receive payment for the actual and eligible costs up to the amount equalling that allocated share of Project funding.

9 Background

- 9.1 The Background considered relevant upon entry into the Collaboration Agreement is specified and described in Appendix 3. The Party that brought it into the Project will maintain ownership of that Background.
- 9.2 Any Party wishing to contribute further Background during the Project Period shall notify the other Parties of this. Any request to modify a Party's Background to the Project shall be approved by the board, and relevant appendices shall be updated continuously.
- 9.3 Any results from the Project that do not comprise Background pursuant to Appendix 3 and are not approved by the board as Background pursuant to Section 7.2, will automatically be assigned the status of Project Results.
- 9.4 For the duration of the Project Period, the Parties shall have access at no charge to the Background necessary for the implementation of their own work in the Project.
- 9.5 Access to Background necessary to utilise another Party's own Project Results commercially, shall be granted based on individually negotiated conditions among the relevant Parties. Requests for access may be made up to twelve months after the Project

Period.

- 9.6 Requests for access must be submitted in writing to the relevant Party. The granting of access may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

10 Project Results

10.1 Ownership rights to Project Results

- 10.1.1 Each Party will have ownership rights to the Project Results generated by that Party, its employees or suppliers.

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.

Parties owning Project Results jointly shall, within six months after the Project Results in question were generated, enter into a separate agreement on the utilisation of these Project Results, including any protective measures and the distribution of costs relating to such. The co-ownership agreement should as a minimum include the following items:

- A clear description of the Project Results, including each Party's ownership share.
- Provisions regarding which of the co-owners shall be responsible for protecting and maintaining the Project Result, including relevant authorisations.
- A detailed plan for how the Project Results shall be protected, defended, maintained and used, including a plan for commercial utilisation.

10.2 Access rights to Project Results

- 10.2.1 For the duration of the Project Period, the Parties shall have access at no charge to Project Results that are necessary for implementing their own work in the Project.

- 10.2.2 Access to a Party's Project Results necessary to utilise another Party's Project Results commercially, shall be granted based on individually negotiated conditions among the relevant Parties. Requests for access may be made up to twelve months after the Project Period.

- 10.2.3 The Parties shall have access at no charge to Project Results that are to be used for their own educational or research purposes, including commissioned research.

- 10.2.4 All requests for access to Project Results must be submitted in writing.

11 Access rights for new Parties and withdrawing Parties

11.1 New Parties

- 11.1.1 All Project Results produced prior to the time at which a new Party has acceded the Collaboration Agreement will be considered Background in relation to that Party.

11.2 Defaulting and withdrawing Parties

- 11.2.1 Access rights of a Defaulting Party shall cease immediately from the time that Party receives the formal notification from the board that its participation in the Project has been terminated but will still be obligated to give the remaining Parties access rights to its own Background and Project Results in accordance with the Collaboration Agreement.
- 11.2.2 A Party that withdraws from the Project may request access to Project Results generated up to the date of withdrawal.
- 11.2.3 Any Party leaving the Project shall continue to grant access rights pursuant the Collaboration Agreement as if it had remained a Party for the entire Project Period.

12 Publication

- 12.1 Project Results shall be published as quickly as possible. Among other things, the dissemination measures and communication plans specified in the R&D Contract shall be implemented.
- 12.2 If a Master's degree or Ph.d. 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 hinders or prevents the achievement of a Master's degree and/or PhD degree.
- 12.3 Given that the conditions stipulated in Section 11.5 have been met, Parties are entitled to publish their own Project Results when such publication does not impair the ability of the other Parties to utilise their own results.
- 12.4 Necessary protection measures to safeguard the capacity for commercial utilisation prior to publication must be put into place if at least one Party so requests.
- 12.5 The party that has produced the result shall submit plans for publication via the Project Manager to the board. Parties have a deadline of 30 days from the date on which the publication notification was issued to request postponement of publication to implement the necessary protection measures. The deadline for registering patents will normally be another 90 days after a Party has submitted a request for postponement.

13 Confidentiality

- 13.1 During the Project Period, and for a subsequent period of three years, the Parties are under obligation to keep confidential any Confidential Information disclosed to them in connection with the Project and store this information in a secure manner. Confidential Information shall only be used to perform Project tasks and to utilise Project Results, or as agreed with or presupposed by the disclosing Party.
- 13.2 The Parties shall ensure that all employees and third parties, contractors and subcontractors, who are given access to Confidential Information, complies with the above confidentiality obligation.
- 13.3 The following information is not considered to be 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 manner other than through 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.

13.4 The above confidentiality obligation shall not prevent the publication of Project Results in line with the provisions of Section 7. Neither does the confidentiality obligation preclude the disclosure of Confidential Information to the Funding Authority or the legally mandated disclosure to the courts and other public authorities, and disclosure pursuant to the Freedom of Information Act.

14 Breach

14.1 If the board identifies a Party to be in breach of its obligations under the Collaboration Agreement, the Project Owner or, if the Project Owner is in breach of its obligations, a Party appointed by the board, will give formal notice to the Party with a reasonable deadline to remedy the breach.

14.2 If the breach is not remedied within the set deadline, or is not capable of remedy, the board may decide to deem the Party to be a Defaulting Party and, in consultation with the Funding Authority, determine the consequences thereof. The decision of the board may imply transferring the designated tasks of the Defaulting Party to another Party or terminate the Defaulting Party's participation in the Project.

14.3 Defaulting Parties for which the participation in the Project is terminated shall ensure that conditions are in place for the other Parties to continue the Project, without any right to compensation.

15 Liability

15.1 No warranties

15.1.1 In respect of any information or materials, including Project Results and Background, supplied by one Party to another under the Project, no warranty or representation of any kind is made, given, or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party exercising its Access Rights.

15.2 Limitation of contractual liability

15.2.1 No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or gross negligence by a breach of confidentiality.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project provided such damage was not caused by a wilful act or gross negligence.

15.2.2 The terms of this Collaboration Agreement shall not be construed to amend or limit any Party's statutory liability.

15.3 Damages

- 15.3.1 Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Collaboration Agreement or from its use of Project Results or Background.

16 Force majeure

- 16.1 A Party shall not be liable for failure to perform its obligations under this Collaboration Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Collaboration Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment) which such Party could not foresee at the time of entering into this Collaboration Agreement.

- 16.2 If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funding Body, discuss whether continuation of the Project is viable, or whether the Project and this Collaboration Agreement should be terminated.

17 GDPR

- 17.1 The parties agree to continuously assess compliance with applicable Laws relating to privacy and personal data, including but not limited to the European General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), and use best efforts to collaborate in good faith to take all relevant and appropriate measures in accordance with GDPR, including but not limited to issuing guidelines/documentation and entering into further agreements enclosed as Appendix and as needed under this Collaboration Agreement, in order to comply with GDPR or similar data protection law.

18 Miscellaneous

- 18.1 This Collaboration Agreement shall be binding upon and shall inure to the benefit of the successors to a Party or to an assignee of all of the goodwill and entire business and assets of a Party but shall not otherwise be assignable without the prior written consent of the other Parties.
- 18.2 This Collaboration Agreement supersedes all previous agreements, whether written or oral, with respect to the subject matter hereof.
- 18.3 No amendments or alterations of this Collaboration Agreement shall be binding upon either Party, unless in writing and duly signed by all Parties.
- 18.4 All titles and captions in this Collaboration Agreement are for convenience only and shall not be interpreted as having any substantive meaning.
- 18.5 All Parties hereby expressly state that it is the intention of no Party to violate any rule, law or regulation. In the event that a court of competent jurisdiction holds that a particular provision or requirement of this Collaboration Agreement is in violation of any law, such provision or requirement shall not be enforced but replaced by a valid and enforceable provision or requirement which will achieve, as far as possible, the economic business

intentions of the Parties. All other provisions and requirements of this Collaboration Agreement, however, shall remain in full force and effect.

- 18.6 No Party will issue any press release or other public announcement relating to this Agreement without obtaining the other Party's written approval, which will not be unreasonably withheld.

19 Notes


- 19.1 Any notice required or permitted to be given under this Agreement shall be considered properly given upon receipt if sent by registered mail, facsimile, e-mail or personal courier delivery to the respective address of each Party.

20 Governing law and dispute resolution

- 20.1 This Collaboration Agreement is subject to Norwegian law. Attempts shall be made to resolve any disputes between the Parties by negotiation or voluntary mediation. In the event such attempts fail, the dispute may be brought before the Stavanger District Court (Stavanger tingrett).

21 Signatures

The authorised signatories of each Party have signed the Collaboration Agreement.

On behalf of:	University of Stavanger
Name:	Øystein Lund Bø
Title:	Dean
Signature:	

Place: Stavanger	Date: 14.10.2022
-------------------------	-------------------------

On behalf of: Statens Serum Institut

Name: Lars Villiam Pallesen

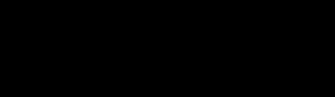
Title: Director

Signature:



Place: Copenhagen

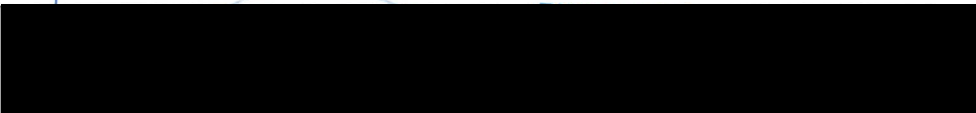
Date: 7/10 2022

On behalf of:	Helse Stavanger	
Name:	Svein Skeie	
Title:	Director of research	
Signature:		
Place:	Stavanger	Date: 07.10.2022

On behalf of: Biology Centre CAS

Name: prof. RNDr. Libor Grubhoffer, CSc.

Title: director of BC

Signature: 

Place: In Ceske Budejovice **Date:** 07. 10. 2022 (1)

Appendix 1: The R&D Contract

Appendix 2: Supplementary description of the Parties' activities and funding plan

Below follows a specified orientation of contribution and cost per party. This is based on, and in accordance with information in Appendix 1. The cost plan for each Party is based on information of costs provided by the Party.

Funding plan

UiS	2022	2023	2024	2025	2026	Sum	%
NFR Funding	29 290	58 570	58 570	58 570	19 000	224 000	1 %
Cash cont.						-	
In-kind	1 990 893	8 075 097	9 944 912	9 202 634	2 704 266	31 917 801	99 %
Sum	2 020 183	8 133 667	10 003 482	9 261 204	2 723 266	32 141 801	100 %

Institute of parasitology	2022	2023	2024	2025	2026	Sum	%
NFR Funding	160 000	258 000	277 000	183 000		878 000	75 %
Cash cont.						-	
In-kind	49 373	98 746	98 746	49 373		296 238	25 %
Sum	209 373	356 746	375 746	232 373	-	1 174 238	100 %

Statens Serum institut	2022	2023	2024	2025	2026	Sum	%
NFR Funding	-	546 180	956 382	-	-	1 502 562	72 %
Cash cont.						-	
In-kind		65 118	179 498	228 760	114 380	587 756	28 %
Sum	-	611 298	1 135 880	228 760	114 380	2 090 318	100 %

SUS	2022	2023	2024	2025	2026	Sum	%
NFR Funding	455 600	911 400	911 400	911 400	455 600	3 645 400	62 %
Cash cont.						-	
In-kind	278 800	557 500	557 500	557 500	278 800	2 230 100	38 %
Sum	734 400	1 468 900	1 468 900	1 468 900	734 400	5 875 500	100 %

Financing

It is expected that the Parties keeps within the budget and cost limit. Each Party keeps its own Project accounts of Project financing and Project costs. Project financing and Project costs must be stated in each Party's official accounting.

Each Party shall submit a yearly report on activities and progress by 1 November.

The Project Owner must submit a complete financial report to the Funding Authority for the calendar year by 20 January. Therefore, each Party must submit a financial report including total costs for the previous calendar year to the Project Owner, hereunder in-kind contribution and the costs funded by the Funding Authority, by 10 January.

The Project Owner will distribute funding following the Funding Authority's approval of the annual financial report according to received invoices from the Parties to the Project Owner.

The invoice must be marked with:

University of Stavanger - invoice address:

Org.no: 971 564 679

Invoice address for EHF-invoices: 971564679

International invoices should be sent by email as a PDF to: faktura@uis.no

Bank information:

Sparebank 1 SMN, Søndre gate 4, 7011 Trondheim, Norway

Account no for payment to UiS: 4209 01 01743

IBAN: NO0442090101743

Swift: SPTRNO22

Appendix 3: Background

No written submissions were made at Project start up. Any subsequent modification of Background must be compliant with the provisions of the Collaboration Agreement.