AGREEMENT

Between
the University of Tromsø
and
Employee at the University of Tromsø
concerning
the transfer of the rights to work results

Project

number […]
name […]
ref. no. […]

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AGREEMENT

This agreement ("**the agreement**") is entered into between:

(1) The **University of Tromsø**, ("**UiT**") and
(2) Employee at the **University of Tromsø**, [Norwegian identity number - 11 digits]…… ("**the employee**").

1 THE BACKGROUND AND OBJECTIVE OF THIS AGREEMENT

The objective of this agreement is to regulate the transfer of rights to work results covered by the Act relating to the Right to Employees' Inventions of April 17, 1970, number 21 ("**AOL**"), and in this context also secure the employee a reasonable compensation for the transfer of rights.

2 PRINCIPAL RULES

UiT has the right to work results produced by the employee, and the employee has the right to remuneration from UiT, in accordance with the provisions of this agreement. The definition of work results is outlined in clause 6.1.

This agreement relates only to work results connected to the employee's terms of employment at UiT. In the event that a work result is achieved in collaboration with other parties, this agreement relates only to the employee's part of the work result.

3 EMPLOYEES WITH SEVERAL EMPLOYERS

For employees with several employers, this agreement applies unless conflicts arise with:

i. A separate project agreement entered into between UiT and the employee, or between UiT and the institution/company where the employee is employed,
ii. The framework agreement entered into between UiT and the institution/company where the employee is employed,
iii. The employee's employment contract with their employer, provided that UiT is aware of and has accepted the content of this contract.

If the employer has another principal employer, this agreement applies only to:

iv. Work results which in full or part have been achieved in connection with work for UiT,
v. Work results achieved in connection with research or collaboration projects in which UiT is a participant.

Even though UiT is the principal employer, this agreement shall not apply to:

vi. Work results which are achieved in their entirety in connection with the employee's subsidiary source of earning or sole proprietorship, on the assumption that the development of the results has occurred outside of the employee's working hours and without utilising UiT's resources, and that the employee has reported their conditions of work or commission to UiT in the correct manner (with reference to the Guidelines for employees' right to undertake subsidiary work).

4 THE CONNECTION WITH THE LEGISLATION

This agreement applies with the exception of the unalterable rights as a consequence of legislation, with reference to the Act regarding the Right to the Employees' Inventions Section 7 clause 1 (the employee's right to reasonable compensation), Section 9 (the agreement non binding for inventions achieved more than one year after termination of employment) and Section 10 (the right to modify the fixed compensation). The Act regarding the Right to Employees' Inventions and other acts supplement this agreement where the agreement does not stipulate other than that as a consequence of the legislation.

5 OBLIGATIONS IN ACCORDANCE WITH OTHER AGREEMENTS

If UiT, directly or via a unit, has entered into agreements with a third party about research collaboration or research funding, including contributory or contract research, the employee shall comply with the stipulations agreed concerning the rights to the work results and contribute to UiT fulfilling its obligations to the third party. UiT has, directly or via a unit, a responsibility to inform the employee in writing about the relevant stipulations.

6 OBLIGATION OF DISCLOSURE

6.1 What this obligation covers

When an employee has achieved a possible patentable invention alone or in collaboration with others, this shall be disclosed without unnecessary delay to UiT (via the Department of Academic Affairs and Research). The notification of disclosure shall be in writing and contain details of what the invention comprises.

If the employee is in doubt over whether the work result may be patented in full or part, he/she may raise this question to UiT.

The information will be sent to TTO Nord for assessment.

6.2 What the notification of disclosure shall contain

The notification of disclosure shall be submitted on the specific form which may be downloaded at www.uit.no/tto and shall contain all the requested information. If it is necessary in order to determine whether the invention has potential for commercial gain, UiT or TTO Nord may request additional information.

6.3 Failure to disclose

If the employee fails to disclose the work result to UiT, and instead utilises the work result on his/her own or through others, UiT has the right to two-thirds of the net earning directly or indirectly created through the utilisation of the work result for commercial gain.

6.4 Delayed accessibility

Inventions may only be patented if the patent application is lodged before the invention is made available to others. The employee is therefore obliged (with reference to AOL Section 8.1, clause 3) to delay making the invention available to others orally or in writing until UiT has decided whether to transfer the rights and whether the invention shall be transferred and the patent application is lodged (with reference to Section 8 below) unless he/she opts instead to make public their invention. Manuscripts may be offered for publication before the patent application is lodged if this has UiT's prior approval. Once the patent application has been lodged, the employee is free to make public his/her invention, for example in a lecture or as part of a scientific publication. More specific stipulations are provided in Section 9 below.

7 UiT s RIGHT TO WORK RESULTS

7.1 Principal rule

UiT has the right to overtake all rights (the right of ownership) to work results as per Section 6.1. The rights are transferred by timely declaration in accordance with Section 8 below. When such declaration is made, the rights are considered to have been transferred to UiT.

7.2 Research

The transfer of rights does not limit the rights of the employee or other parties to utilise the work results in ongoing research in accordance with the provisions of the Patents Act

8 DECLARATION OF TRANSFER AND SUBSEQUENT ASSISTANCE

If UiT shall obtain the rights to the work results, written notification of the transfer must be provided to UiT within four (4) months after the notification of disclosure is received. If UiT has requested additional information in order to determine whether the work result has potential for commercial gain, this deadline shall be calculated from the date that such information is provided to UiT.

If UiT has overtaken a work result, the employee, if requested by UiT to do so, shall confirm the transfer in writing and provide assistance with patenting and commercial exploitation. If such assistance exceeds that which is reasonable to expect within the employee's employment conditions at UiT, a separate agreement shall be entered into concerning remuneration for the assistance provided by the employee.

9 PUBLICATION OF WORK RESULTS

9.1 The four-month period

The employee may not make public an invention without written approval from UiT until a period of four (4) months has elapsed from the date UiT received the notification of disclosure.

UiT shall aim to make the period during which the invention or other work result may not be made available to others as short as possible, and to the greatest extent possible aim to notify the employee whether UiT shall overtake the rights to the work results before the four-month period has elapsed.

Lecturers and other scientific personnel at UiT, however, have the right to make public the invention or other work result if UiT were notified of this in the disclosure (with reference to Section 6), and if such publication does not obstruct the rights of a third party. This covers, for example, confidentiality clauses. If the specified conditions for publication are fulfilled, UiT does not have the right to overtake the invention or other work result (with reference to Section 6). However, if the employee has not taken steps to make public the invention or other work result within a one-year period, UiT may overtake the invention. An employee who has reserved the right to make public the invention may not apply for a patent for the invention without written approval from UiT (with reference to AOL Section 6).

9.2 Obligation to observe confidentiality after UiT has overtaken the rights

The employee may not make the invention public before the patent application is lodged. UiT, through TTO Nord, may where necessary require that the invention remain secret for a limited period after the patent application is lodged should this be necessary to achieve satisfactory patent protection. UiT, through TTO Nord, shall aim to make the period during which the invention may not be made public as short as possible.

9.3 Right to apply for a patent during the four-month period

The employee may, with written approval from UiT, apply for a patent within the four-month period in accordance with Section 8 if it is necessary to secure priority over other applicants.

9.4 Other actions which can limit UiT s rights to the work results

Before the period of four (4) months since UiT received the notification of disclosure has elapsed, the employee may not undertake actions which may reduce the possibility of commercial exploitation without written approval from UiT, including entering into an agreement with another party concerning the utilisation of the work results. Section 9.1, clause 2, also applies.

9.5 Publication and utilisation if UiT does not take over the rights

If within the space of the above-mentioned four-month period, UiT does not overtake the rights to the work results, the employee is free to publish and utilise the work results, as long as this is not in conflict with a third party or the employee's other obligations to UiT as an employer.

10 COMPENSATION

10.1 The employee s claim to a reasonable compensation when UiT overtakes the rights

The employee may claim a reasonable compensation which is determined in accordance with the Guidelines for the distribution of net earning from patented inventions at the University of Tromsø, which is appendix 1 to this agreement.

10.2 Insight into the decision about the fixing of compensation

The employee has a right to gain an insight into the decision about the calculation of the compensation. With respect to the distribution of compensation for work results achieved in collaboration with others, and where the work results are overtaken in full or part by UiT, agreement shall be reached between the collaborating parties on the distribution of the compensation and notify UiT accordingly. If such agreement is not reached, UiT may deposit the compensation at Norges Bank in accordance with the rules in the Act regarding depositing of February 17, 1939, number 2, until agreement on distribution has been reached.

11 RETURNING OF RIGHTS TO THE EMPLOYEE

UiT may return the rights to the employee. After such the return of rights, the employee is free to utilise the work results on their own or through others, as long as this is not in conflict with a third party or the employee's other obligations to UiT as an employer. In such instances, UiT has the right to 15 percent of the net earning created directly or indirectly through the commercial exploitation of the work results.

12 CHOICE OF LAW AND RESOLUTION OF DISPUTES

12.1 Choice of law

This agreement is regulated by Norwegian law.

11.2 Resolution of disputes

Parties shall attempt to resolve any disputes through discussions. If the parties do no reach agreement, either party may bring a dispute concerning an invention before the Board of Arbitration for Employees' Inventions. The parties may agree that the board shall function as an arbitration tribunal or in accordance with the Act regarding the Right to Employees' Inventions 13.

The stipulations of the Disputes Act also apply.

* * *

The contract is prepared in two (2) copies, with each party to retain one copy.

Employee

Tromsø, 2006

For the University of Tromsø

Tromsø, 2006

Appendix 1:

Guidelines for compensation to the inventor, department/research community and the Technology Transfer Office (TTO)

1. These guidelines regulate the distribution of net earnings from patentable inventions achieved in connection with the employee's employment conditions at UiT. If the invention was achieved in collaboration with several employers/collaboration partners, the guidelines apply to the employee's portion. Possible patentable inventions shall be disclosed on the specific form available at www.uit.no/tto
2. If UiT, in accordance with the Act regarding the Right of employees' Inventions, demands that it overtake the exploitation rights to an invention, the inventor has claim to a reasonable compensation. This amount of this compensation is calculated as a proportion of all net earnings achieved by the invention's commercial exploitation. All expenses incurred by TTO Nord, including patenting and commercialisation costs, shall be deducted from the earnings prior to the compensation being calculated.
3. When TTO Nord's expenses are covered, the net earnings are normally distributed in the following manner: 1/3 to the inventor, 1/3 to the department/relevant research community and 1/3 to TTO Nord. ("Relevant research community" is determined following a recommendation from the inventor.)
4. If the employer neglects their obligation to disclose possible patentable inventions and instead utilises the invention on their own or through others, UiT shall have the right to 2/3 of the net earnings created directly or indirectly through commercial exploitation of the invention. If a company is established as part of the commercialisation of the idea, UiT may decide that its compensation may occur in the form of shares.
5. The inventor and university may in special circumstances enter into an agreement on another distribution of earnings evolving from the commercial exploitation of an invention.

Adopted by the University Board on 19.06.2003, last amended by power of attorney on 14.12.2006