

Consortium agreement

for

CREE- Oslo Centre for Research on Environmentally friendly Energy

between

Ragnar Frisch Centre for Economic Research
University of Oslo, Department of Economics
Statistics Norway, Research Department
Tilburg University, Tilburg Sustainability Center
Gassnova SF
Norwegian Climate and Pollution Agency
Norwegian Ministry of Petroleum and Energy
Norwegian Water Resources and Energy Directorate
Statkraft Energi AS
Statnett SF
Statoil ASA

1 Definitions

Key terms are defined in the General Terms of Contract document that is part of the contract between the Research Council of Norway and the host institution for a FME Samfunn centre (a FME Centre for Social Science-related Energy Research scheme). The contract is attached to this consortium agreement as Appendix 1.

Unless the context clearly suggests a different interpretation, the definitions of the following terms and phrases used in this agreement shall apply:

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|------|------------------------|--|
| 1.1 | Working plan | An annual plan for the research-related and financial implementation of the project that also specifies the obligations of the consortium participants. |
| 1.2 | User partners | Companies and public enterprises that contribute to and participate in a FME Centre for Social Science-related Energy Research (FME Samfunn).
<i>Gassnova SF</i>
<i>Norwegian Climate and Pollution Agency</i>
<i>Norwegian Ministry of Petroleum and Energy</i>
<i>Norwegian Water Resources and Energy Directorate</i>
<i>Statkraft Energi AS</i>
<i>Statnett SF</i>
<i>Statoil ASA</i> |
| 1.3 | Sub-project | An activity comprising part of the overall project activities in accordance with the project description and the funding plan. |
| 1.4 | Research Council | The Research Council of Norway |
| 1.5 | Consortium participant | The host institution, user- and research partners who, under the provisions of the consortium agreement, provide resources for the project. |
| 1.6 | Centre | A FME Centre for Social Science-related Energy Research (FME Samfunn) established in accordance with the Research Council of Norway's provisions for the FME Samfunn scheme:
<i>CREE- Oslo Centre for Research on Environmentally friendly Energy.</i> |
| 1.7 | The board | The board of a FME consortium. The board is the same as the board for the FME Samfunn centre. |
| 1.8 | Host institution | The Project Owner (research institution or company) that is responsible for implementation of the project pursuant to the contract and that is the consortium participant who represents the consortium vis-à-vis the Research Council:
<i>Ragnar Frisch Centre for Economic Research.</i> |
| 1.9 | Research partner | Research institution or university that participate in a FME Centre for Social Science-related Energy Research (FME Samfunn).
<i>University of Oslo, Department of Economics</i>
<i>Statistics Norway, Research Department,</i>
<i>Tilburg University, Tilburg Sustainability Center</i> |
| 1.10 | Affiliated participant | Legal entity that is directly or indirectly subject to the control of a consortium participant, or is directly or indirectly subject to the same control as a consortium |

participant, or which controls participant and any subsidiary of such entity. The term control is used to mean:

- a) direct or indirect possession of more than 50 % of the legal entity's share capital, or a majority of its voting shares or shareholdings.
- b) direct or indirect possession, in real or legal terms, of determinative influence over the relevant legal entity.

2 The consortium agreement – scope, purpose and relationship to the contract

- 2.1 This consortium agreement governs the relationship between the FME consortium participants in the project for which the host institution, on behalf of the consortium, has been awarded financial support from the Research Council. The consortium agreement governs the organisation and implementation of the project, as well as the rights and obligations of consortium participants. The consortium is not a separate legal entity and shall not act as such in relation to parties outside of this agreement.
- 2.2 The parameters of the FME Samfunn scheme, including the terms and conditions for support from the Research Council, the scope of the support, the project's objective, the project description, funding plan and reporting requirements are stated in the contract between the Research Council and the host institution, with appendices, which include the document entitled "The FME Samfunn scheme – Requirements and Guidelines".

Appendix 1: The contract between the Research Council and the host institution (this will be sent to the consortium participants' after the consortium agreement is signed)

Appendix 2: "The FME Samfunn scheme – Requirements and Guidelines"

In the event of any contradiction between the contract with appendices, including the document "The FME Samfunn scheme – Requirements and Guidelines", and this consortium agreement, the contract with appendices, including the document with "Requirements and Guidelines", shall have priority.

The following attached documents shall also be part of the consortium agreement between the parties, although the contract with the Research Council, the document "The FME Samfunn scheme – Requirements and Guidelines" and this signed consortium agreement shall have priority:

Appendix 3: The consortium participants' interest in and competence relative to the project.

Appendix 4: The individual consortium participant's obligations to the consortium to perform research activity and/or provide financial resources in accordance with the project description and the funding plan for the centre.

Appendix 5: The background brought to the project by the individual consortium participant.

- 2.3 Each consortium participant is required to contribute resources to the implementation of the project and the fulfilment of the contract pursuant to the duties and obligations specified in this consortium agreement, the project description and the funding plan. With regard to one another, the consortium participants bear joint responsibility for implementation of the project and for achieving the results outlined in the project description.

3 The consortium participants, the consortium's board and the administration

3.1 *Original consortium participants*

Host institution

Ragnar Frisch Centre for Economic Research Enterprise number: 980414531

Other consortium participants

University of Oslo, Department of Economics Enterprise number: 971035854

Statistics Norway, Research Department, Enterprise number: 971526920

Tilburg University, Tilburg Sustainability Center Enterprise number: 0

Gassnova SF Enterprise number: 991627626

Norwegian Climate and Pollution Agency Enterprise number: 970935657

Norwegian Ministry of Petroleum and Energy Enterprise number: 977161630

Norwegian Water Resources and Energy Directorate Enterprise number: 970205039

Statkraft Energi AS Enterprise number: 987059729

Statnett SF Enterprise number: 962986633

Statoil ASA Enterprise number: 923609016

3.2 *New consortium participants*

A consortium's board, cf. Section 3.4 below, takes decisions on the inclusion of new consortium participants. The board shall consult with the consortium participants prior to taking such a decision.

The new consortium participant must be party to the consortium agreement and sign a separate agreement under which the new consortium participant undertakes a commitment to:

- perform its own activity related to and relevant for the project, as defined in more detail in Appendix 3 to the consortium agreement;
- contribute financial resources and/or its own R&D efforts, free of charge, to activities under the project, as defined in more detail in Appendix 4 to the consortium agreement.

3.3 *The withdrawal of a consortium participant*

3.3.1 A consortium participant may request to withdraw from the consortium, and thus to abdicate its rights and be exempted from its obligations pursuant to the consortium agreement. The request must be submitted with a minimum of six months' notification to the board. If the withdrawal of one or more consortium participants leads to a reduction in funding and loss of essential expertise, the consortium's board must attempt to secure the resources needed to achieve the objectives stated in the project description.

3.3.2 A consortium participant that withdraws from the consortium pursuant to Section 3.3.1 maintains its ownership and user rights to the project results as set out in Section 9 below.

3.3.3 The board has the right to terminate the agreement with a consortium participant that fails to fulfil its obligations under this agreement.

3.4 *The board and the administration*

- 3.4.1 The consortium is to have a board, a director and a management group. The centre's director and the management group will be appointed by the host institution in consultation with the consortium participants. The centre's director shall report to the board.
- 3.4.2 The consortium board shall ensure that the intentions and plans underlying the contract for the project are fulfilled, and that the activities discussed in the project description and the funding plan are completed within the approved timeframe. The board will further ensure that the interaction between the centre, the host institution and the other consortium participants functions smoothly.
- 3.4.3 The members of the board come from the consortium participants. The Norwegian research partners are represented by one member each, while two members in total come from the user partners. Consortium participants are free to replace board members, but are required to keep the project management apprised of who is representing the consortium participant.
- 3.4.4 The chair of the board will be appointed by the host institution in consultation with the consortium participants.
- 3.4.5 The board shall be summoned 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.
- 3.4.6 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. In ongoing matters that do not affect the individual consortium participant's rights under the consortium agreement or the contract, the board may take decisions by a simple majority provided that the host institution's representative votes in favour. Otherwise, a 2/3 majority is required. In matters that affect a consortium participant's rights under the consortium agreement a written Amendment to the Consortium agreement shall be made.

In matters regarding the termination of a consortium participant, more than half of the board's voting members must be present or participate in the board's deliberation of the matter, and a 2/3 majority vote in favour will be required for the board to take a decision. The consortium participant about which the question of termination applies does not have the right to vote on the matter.

4 Consortium participants' R&D activity and/or financial support

- 4.1 The interests and competencies of the consortium participants constitute the basis for their participation in the project and the contract with the Research Council. These interests and competencies are described in more detail in Appendix 3.
- 4.2 Each consortium participant shall perform the R&D activity, if any, that the party in question has undertaken pursuant to the project description, and/or provide the financial support or other resources as specified in Appendix 4.
- 4.3 With the approval of the board, a consortium participant may assign parts of the R&D activity for which it is responsible to an appropriate subcontractor. This does not release a consortium participant from its obligations to the other consortium participants.

4.4 In the event a consortium participant does not perform the agreed R&D activity in a satisfactory manner, the board may decide to transfer responsibility for the work in whole or in part to another consortium participant, based on specified terms and conditions. Such a transfer does not release the consortium participant in question from its other obligations pursuant to Appendix 4.

4.5 Ethics

The consortium participants shall have guidelines for ethics and conflicts of interest in its own business. These guidelines must reflect a clear commitment on the part of management, and describe routines and requirements relating to relevant ethical issues.

HSE

Consortium participant's shall plan and run the activity in a manner that ensure that the Project can be performed without loss of life or harm to health, without damage to plant and/or equipment, without unplanned emissions or discharges to the environment, and in such a way that production or processes are not unexpectedly halted

5 Location, responsibility for human resources and agreements with employees and other affiliated partners

The consortium participants agree to establish by contract the location of the research activities and the manner in which the employer's responsibility will be handled for staff affiliated with the project. Under normal circumstances, employer responsibility and employment shall not be changed for employees who participate in the project.

The consortium participants 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 participant's obligations under this agreement, including measures to ensure the necessary transfer of intellectual property rights.

6 Working plan, reporting and payment

6.1 In order to render more concrete and follow up the measures in the project description, an annual *working plan* shall be drawn up as a point of departure for the technical and financial implementation of the project and to stipulate the obligations of the various consortium participants, cf. Section 4.2 and Appendix 4. Working plans are adopted by the consortium board. The revised annual working plan also forms the basis for reports to be submitted to the Research Council.

6.2 The host institution is responsible for coordinating scientific and financial reporting to the Research Council. Consortium participants shall without undue delay submit all project results, reports, accounting documentation and other documents that the host institution requires to fulfil its obligations to the Research Council.

6.3 The host institution is responsible for ensuring that funds disbursed by the Research Council are managed in compliance with the contract, pursuant to the guidelines laid down by the consortium board. The same applies to the disbursement of funds to be paid to the consortium participants.

7 Background

- 7.1 The background that is considered relevant upon entry into the consortium agreement is specified in Appendix 5.
- 7.2 Any consortium participant wishing to make background available to the project over and above that described in Section 7.1 shall notify the board of this. The board will decide whether this will be a relevant contribution to the project and whether it will be used in the project. If found necessary, Appendix 5 shall be updated on an ongoing basis as approved by the board.
- 7.3 Any results from the project that do not comprise background pursuant to Appendix 5 and are not approved by the board as background pursuant to Section 7.2 will automatically be assigned the status of project results. If relevant intellectual property rights or know-how are not already registered in Appendix 5, the owner of these has the opportunity to document that it was in possession of such intellectual property rights or know-how prior to the project result and these shall therefore be approved and registered by the board as background pursuant to Section 7.2.
- 7.4 For the duration of the project period, the consortium participants shall have access at no charge to the background that is necessary for the implementation of their own work in the project.
- 7.5 The ownership of background will be maintained by the consortium participant that brought it into the project. Commercial utilisation of background owned by other consortium participants must be regulated by written agreement.

8. Project results

8.1 Ownership rights to project results

- 8.1.1 Each consortium participant will have ownership rights to the project results produced by that participant, its employees or suppliers.
- 8.1.2 The consortium participant that owns a project result that may be of commercial value is under obligation to protect the result in the manner and to the degree that is deemed appropriate. If ownership rights are shared between two or more consortium participants, the Project Owner shall ensure that the appropriate protection measures are put in place, with all expenses to be covered by the relevant owners. Should one of the consortium participants not wish to protect a project result, then that participant must allow the other consortium participants to establish protection at their own expense, according to agreed upon terms.

8.2 User rights to project results

- 8.2.1 For the duration of the project period, the consortium participants shall have access at no charge to project results that are necessary for implementing their own work in the project.
- 8.2.2 With regard to commercial utilisation, the consortium participants must have access to the project results according to terms agreed upon among the parties when this is necessary in order to utilise the project results to which they themselves have rights under the project.

- 8.2.3 The consortium participants shall also have the right to commercial utilisation of project results in accordance with terms agreed upon between the parties.
- 8.2.4 The consortium participants shall have access at no charge to project results that are to be used for their own educational, research and internal purposes. Such use must not in any way impair the ability of the other consortium participants to protect or utilise their own results.
- 8.2.5 All requests for user rights to project results must be submitted in writing.

8.3 *Requirements relating to utilisation of project results*

Project results that can be applied commercially must be utilised within a reasonable period of time. If the rightsholder(s) of the project results do not wish to utilise the results commercially, then that participant shall give the other consortium participants the right to negotiate on commercial utilisation.

8.4 *Affiliated participants*

Rights that accrue to a consortium participant pursuant to Section 8 shall be transferable to companies belonging to the same concern or other existing or future affiliated companies. Such partners should be specified if necessary

8.5 *Provisions related to access to software*

The provisions set out in Section 9 also apply to software.

The right of access to software pertains only to the right to receive the software in the form made available by the consortium participant. Otherwise, access to the object/source code and/or documentation requires a separate agreement between the parties.

9 *User rights for participants that join or withdraw from the consortium*

9.1 *New parties to the consortium agreement*

All project results produced prior to the time at which a new participant has become party to the consortium agreement will be considered background in relation to the new consortium participant.

9.2 *Parties that withdraw from the consortium agreement*

9.2.1 *User rights of parties following breach of contract*

The user rights of a party in breach of contract, as well as that party's entitlement to submit a request for such user rights, shall cease immediately from the time that party receives the formal notification from the board that its participation in the consortium has been terminated.

9.2.2 *User rights of parties withdrawing freely from the consortium agreement*

A party that freely withdraws from the consortium and has the consent of the other consortium participants to do so may keep the user rights to project results pursuant to Sections 8.1.1, 8.1.2 and 8.2.3 that have been produced up to the date of termination of contract.

9.2.3 *Rights of remaining consortium participants*

All parties that withdraw from the consortium agreement shall continue to surrender user rights in accordance with the contract and the consortium agreement as if that participant had remained a party to the consortium agreement for the duration of the project.

10 Publication of project results

10.1 Project results shall be published as rapidly as possible. Among other things, the dissemination measures and communication plans specified in the contract between the Research Council and the host institution shall be implemented.

10.2 Given that the conditions stipulated in Sections 10.3 and 10.4 have been met, consortium participants are entitled to publish their own results when such publication does not in any way impair the ability of the other consortium participants to protect or utilise their own results.

If one of the parties is a university or university college:

10.3 In the event that project results are produced by an employee in an academic position at a university or university college, the Act relating to universities and university colleges places restrictions on the postponement of publication. The board of the institution (or its authorised representative) may consent to a postponement of publication when there is a legitimate reason to do so. Permanent restrictions on the right to publish results over and above those laid down in legislation or pursuant to legislation may not be agreed upon or stipulated. Results may not be published if doing so will disclose company secrets.

10.4 Plans for the publication of project results shall be submitted via the centre's director to the consortium board by the party that has produced the result. Consortium participants have a deadline of 30 days from the date on which the publication notification was issued to request postponement of publication in order to implement the necessary measures to protect the project results.

11 Confidentiality

Consortium participants are under obligation to refrain from disclosure of any confidential information which they have received from other consortium participants. Confidential information shall not be revealed to others or published without prior written consent from the board or the rightsholders, if any. This provision does not preclude the sharing of confidential information with the Research Council in connection with reporting requirements under the contract, or with the authorities and/or the courts, pursuant to current legislation.

However, Governmental bodies are restricted by the Freedom of Information Act (Offenleglova), and have to make information public that is covered by this act.

12 Liability of the consortium participants in relation to each other

12.1 No guarantees

12.1.1 No guarantee will be given that the information or materials (including background and project results) that a consortium participant gives to another consortium participant in the project will be suitable for a particular purpose or sufficient for the recipient's needs. Nor

will any guarantee be given that such information or materials will not constitute an infringement of the intellectual property rights or other rights of a third party.

- 12.1.2 A consortium participant that receives information or materials is wholly responsible for the use of these, and no consortium participant that gives access rights to another participant shall bear responsibility for any infringement of a third party's intellectual property rights or other rights resulting from the other consortium participant's exercise of its access rights.
- 12.1.3 The provision above does not apply to financial loss caused by wilful intent or gross negligence.

12.2 Limitations on contractual liability

- 12.2.1 No consortium participant shall be liable to another consortium participant for any form of indirect loss or consequential loss, including but not limited to a loss of income, sales or contract, provided that such loss did not arise as a result of wilful intent or a breach of confidentiality.
- 12.2.2 A consortium participant's overall liability vis-à-vis the other consortium participants shall not exceed the consortium participant's proportion of the total project costs as stated in the contract.
- 12.2.3 The above-mentioned limitations do not apply to financial loss caused by wilful intent or gross negligence.
- 12.2.4 The provisions in this consortium agreement do not modify or limit a consortium participant's general liability to provide compensation in accordance with Norwegian law outside of the contract, such as liability for damage to another party's property or injury to a person.

12.3 Damages inflicted on a third party

Each consortium participant is itself liable for all losses, material damages and personal injury inflicted on a third party resulting from the consortium participant's exercise of its obligations under this consortium agreement or from the consortium participant's use of the background or project results.

12.4 Notification of losses and damages

Each consortium participant shall report to the board and the host institution any claim for indemnification or the like related to the project or sub-projects that has been filed against the consortium participant.

13 The agreement's validity, dissolution of a consortium, interpretation, etc.

- 13.1 The agreement will enter into force upon being signed and will continue to apply in its entirety until the consortium is dissolved. Subsequent to the dissolution of the consortium, the provisions in Sections 6-12 will continue to apply between the parties.

- 13.2 The consortium will be dissolved at the conclusion of the project period pursuant to the contract between the Research Council and the host institution, unless the consortium board decides otherwise.
- 13.3 This agreement is subject to Norwegian law. Attempts shall be made to resolve any disputes by negotiation or voluntary mediation. In the event such attempts do not succeed within one month after negotiations have been requested, the dispute may be brought before the Oslo district court.

14 Signature

For Ragnar Frisch Centre for Economic Research

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Oddbjørn Raaum
(Director)

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Date of signature

For Department of Economics, University of Oslo

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Bjørn Haugstad
(Director of research)

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Date of signature

For Research department, Statistics Norway

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Torbjørn Hægeland
(Director of research)

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Date of signature

For Tilburg Sustainability Center

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Kees Koedijk
(Dean Tilburg School of Economics and Management)

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Date of signature

For Gassnova SF

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Bjørn-Erik Haugan
(CEO) Date of signature

For Norwegian Climate and Pollution Agency

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Signe Nåmdal
(Deputy Director General) Date of signature

For Norwegian Ministry of Petroleum and Energy

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Torgeir Knutsen
(Deputy Director General) Date of signature

For Norwegian Water Resources and Energy Directorate

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Marit L. Fossdal
(Deputy Director General) Date of signature

For Statkraft Energi AS

.....
Ketil Fodstad
(Senior Vice President, Nordic Energy Management) Date of signature

For Statnett SF

.....
Terje Gjengedal
(R&D Director) Date of signature

For Statoil ASA

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Gunn Tove Iversen
(Senior Consultant Strategic Procurement)

Date of signature