

Sub-grant agreement

Call: Digital solutions for materials discovery and/or digital twinning for scale up

between

Aarhus University, The Novo Nordisk Foundation CO₂ Research Center, Gustav Wieds Vej 10C Building 3135, 8000 Aarhus C, Denmark, Company registration no. 31119103 (“**AU**”)

and

[Insert legal name of main applicant], [address], [country], Company registration no. [insert] (“**[XX]**” or “Main Applicant”)

and

[Insert legal name of co-applicant], [address], [country], Company registration no. [insert] (“**[YY]**”)

[Add more co-applicants if relevant]

([XX] [and YY ...]) [is/are] also referred to as a “Grant Recipient” [and jointly “Grant Recipients”])

(AU [and/,] [XX] [and YY ...]) are also referred to as a “Party” and jointly the “Parties”)

The AU Internal Committee has decided to award up to:

DKK [insert amount] (exl. VAT) (the “**Grant**”)

to the Grant Recipient[s] for the research project: “[**title of project (acronym)**]” (the “**Project**”).

1. Background and purpose

- 1.1. The Novo Nordisk Foundation CO₂ Research Center (“**CORC**”) is a mission-driven center established at and administered by AU with a range of other research institutions as collaborating satellite partners. AU was granted funding from The Novo Nordisk Foundation (“**NNF**”) to establish CORC to bring together and leverage Danish and international strongholds within life sciences, chemistry, chemical catalysis and system modelling to ultimately provide technology solutions for reducing CO₂ emissions and CO₂ capture that are relevant at scale.

The mission of CORC is to mitigate climate change by discovering and exploring innovative technologies for carbon capture, sequestration, and utilization. The activities of CORC are expected to contribute to mitigating CO₂-based climate change at scale and support the Danish and international goals of negative and net-zero emissions of CO₂.

To achieve this goal, CORC will be pursuing two distinctive and innovative approaches: i) taking advantage of and integrating the best of chemical and of life sciences to develop new science and early innovative technologies for CO₂ capture and conversion, and ii) using advanced systems modeling to take advantage of and integrate the ingenuity, experience, and vision of an unprecedented team of scientist, industrial partners and policy makers to evaluate and shape the scope and design of research needed for developing new, effective and scalable technologies.

- 1.2. CORC provides several opportunities for funding related to CO₂ or GHG emissions to complement the center's ongoing research, for instance through open calls.
- 1.3. This sub-grant agreement with appendices (the “**Agreement**”) governs the Grant and sets out the terms and conditions for awarding and paying the Grant to the Grant Recipient[s].

2. About the Grant in general

- 2.1. The Project must be carried out in accordance with the application (including budget) submitted to CORC [insert date if relevant] (the “**Application**”), the CORC call guidelines, and this Agreement. The Application is enclosed as **Appendix 1** and the CORC Guidelines as **Appendix 2**.
- 2.2. The Project starts on [date] and will end on [date].

3. Contact between the CORC Secretariat and the Main Applicant

- 3.1. The contact person for the CORC Secretariat is [insert name and email]
- 3.2. The contact person for the Main Applicant is [insert name and email]
- 3.3. As contact person, the Main Applicant is expected to facilitate the contact between the CORC Secretariat and the Grant Recipients when necessary.

4. Grant Payment

- 4.1. The fiscal year is 1st January – 31st December. Every year, by 28th February, the Main Applicant is requested to send a financial report for the previous year on behalf of the Grant Recipient[s].
- 4.2. Each year, CORC's Project financial controller will transfer the funds to the Recipient University in accordance with the expected payments schedule (the “**Payment Schedule**”) below, which is based on the approved budget for the Application. The Main Applicant is responsible for distributing the funds to the Grant Recipient[s].

- 4.3. It is assumed that unused funds from the previous year will be spent in the following year. If the full amount has not been used during the previous year, the difference is deducted from the payment the following year, so that funds paid + funds unused equals the budget for the following year.
- 4.4. The first payment can be requested immediately. For the following years it can be requested as soon as the financial report from the previous year has been approved, which is expected to be late March/early April.
- 4.5. Payment Schedule (in DKK):

Year	Amount to be requested	Due
2025	DKK	Immediately
2026		April 2026
2027		April 2027
2028		April 2028

- 4.6. The annual amounts should be requested by invoice, with the currency as Danish kroner. To receive your payment, an invoice must be sent to <mailto:muse@au.dk> with the reference xxxx. If you are an institution located in Denmark, please use the EAN number 5798000433892.
- 4.7. Grant Recipient[s] must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the conditions for eligible costs.
- 4.8. Grant Recipient[s] acknowledges that the “no double funding” rule applies to the awarded Grant. “Double funding” means the situation where the same costs for the same activity are funded twice through the use of external funds. The Grant Recipient[s] cannot use funds from the Grant to cover activities other than the ones related to the Project.
- 4.9. All such payments shall only be made as long as Grant Recipient[s] [has/have] complied with this Agreement and subject to payment having been received by AU from the NNF for that purpose.
- 4.10. If AU becomes obligated to pay back the Grant to NNF, in part or in whole, Grant Recipient[s] must pay back the corresponding funds to AU to the extent the NNF’s demand for repayment relates directly to the work carried out by the Grant Recipient[s] under the Project.

5. Reporting on activities and progress

- 5.1. The Grant Recipient[s] must submit quarterly progress reports. The reports will be based on the activities and milestones described in the Application. The quarterly reports must be submitted to the CORC Secretariat by the Main Applicant on 28th February, 31st May, 31st August, and 30th November. The Secretariat will provide a template.
- 5.2. The Grant Recipient[s] must also contribute to an annual report. The report is a submission from CORC to Novo Nordisk Foundation, and covers all activities funded by the centre. Individual project contributions will be due on 31st January annually. The Secretariat will provide a template.

- 5.3. When the Grant ends, the Grant Recipient[s] must complete a final report on Project outputs and outcome. The final report is submitted by the Main Applicant within 30 calendar days after the project end. A template will be provided by the CORC Secretariat.

6. Participation in CORC Events

- 6.1. **Annual Meeting Participation:** PIs are expected to attend the Annual Meeting organised by CORC and held in Denmark over several days in the spring. The meeting provides a platform to discuss research progress, share data/results, and collaborate with other researchers. The Annual Meeting is also open for all PhD and PostDocs to attend. This is an eligible travel cost.
- 6.2. **PI Meetings:** PIs are required to participate in quarterly CORC PI meetings, where there is an opportunity to share updates on the Project and to provide feedback to other PIs. The meetings are facilitated by the CORC Secretariat and are crucial for ensuring ongoing communications and collective advancement across funded projects. The meetings are held virtually and are internal to CORC PIs only.
- 6.3. **Project Update Meetings:** PIs are required to participate in 1-1 update meetings with the CORC Secretariat, to share updates and progress with the Project. The update meetings will take place 3-4 times per year. These meetings are held virtually and are internal to CORC Secretariat.
- 6.4. **CO₂ Research Talks (recommended):** We recommend that PIs participate in the CO₂ Research Talks. These monthly sessions provide an opportunity for researchers to engage in ongoing discussions about the latest advancements in CO₂ research, exchange ideas, and stay informed about developments in different fields. The talks are held virtually and are open to the public.
- 6.5. **Internal Research Meetings (recommended):** The CORC Secretariat hosts monthly, thematic virtual meetings where research groups, including post-docs and PhD students, can share their latest research/project progress. We recommend all projects participate and attend these meetings where it is meaningful to their research topic. The meetings are held virtually and are internal to the CORC projects and research groups.

Confidentiality:

- 6.6. The information and material shared during the CORC Events is intended solely for the attendees and is strictly confidential. Any dissemination, distribution, or sharing of the content outside the confines of the meetings is prohibited without explicit authorization. The Grant Recipient[s] agree[s] and declare[s] that such material and information shall be considered and treated as confidential and shall not under any circumstances be passed on to or shared with any third party, unless the specific information or material:
- at the time of acquisition was or later became publicly available and not as a result of a breach of the duty of confidentiality;
 - was received without any restrictions regarding confidentiality from a third party who was entitled to pass on the knowledge in question; or

- was developed independently of the Grant Recipient[s] participation in a CORC event as documented by a written record.

The duty of confidentiality terminates 3 years after the termination or expiration of CORC.

7. Project Changes

- 7.1. The Grant Recipient[s] is required to obtain prior written approval from the CORC Secretariat for all significant changes to the project. The Grant Recipient[s] may make minor changes to the project as needed. A template will be provided for use.
- 7.2. The following are examples of significant changes for which the Grant Recipient[s] is required to obtain prior written approval from CORC:
 - (i) A change in the grant period
 - (ii) A deviation of more than 10% budget categories compared to the Application
 - (iii) A change in the plans or deliverables of the grant as described in the Application

The total budget allocation will not increase from the awarded grant amount.

- 7.3. The significant changes listed above are not exhaustive. The CORC Secretariat may stipulate additional factors for which the Grant Recipient[s] must obtain prior written approval from the CORC Secretariat before making such changes.

8. Performance of the Project

- 8.1 All research activities conducted in the framework of this Agreement shall be done in compliance with all applicable laws, regulations, and guidelines of the countries and institutions in which the research is conducted, including applicable guidelines on research integrity.
- 8.2 The Grant Recipient[s] must comply with the Novo Nordisk Foundation's Code of Conduct (available at the foundation's website).
- 8.3 The Grant Recipient[s] shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest or research misconduct.

9. Public communication and publication

- 9.1. The Grant Recipient[s] acknowledge[s] that relevant data and results from the Project should be broadly disseminated through Open Access Publication. "**Open Access Publication**" means publication in a peer-reviewed journal or other method of relevant and broad public dissemination in which the research outputs originating from the Project will be distributed, free of access charges or other barriers. Publication may be delayed for a reasonable period for the purpose of seeking patent protection or other protection for any intellectual property covering the results. Nothing in this section shall be construed as requiring Open Access

Publication in contravention of any applicable ethical, legal, or regulatory requirements.

- 9.2. Publication and authorship shall follow the rules laid down in “*The Danish Code of Conduct for Research Integrity*” or equivalent international academic standards. Substantial contributions to the work shall always be disclosed accordingly.

References to the Novo Nordisk Foundation:

- 9.3. The Grant Recipient[s] must ensure that any communication, dissemination, media coverage or publicity about the Project mention that the Novo Nordisk Foundation (in Danish: Novo Nordisk Fonden) has supported the Project through CORC. A logo will be provided by the CORC Secretariat.
- 9.4. The Grant Recipient[s] must ensure that any publication resulting from the Project mentions the Novo Nordisk Foundation’s grant number: NNF21SA0072700.
- 9.5. The name of the Novo Nordisk Foundation cannot be used in any other way than mentioned in this Agreement without the prior written agreement with the Novo Nordisk Foundation.

10. Intellectual property rights

- 10.1. NNF and AU encourage Grant Recipient[s] to secure intellectual property rights for Funded Developments. “**Funded Developments**” means the products, services, processes, technologies, materials, software, data, and other innovations, including Inventions and Software, resulting from activities funded by the Grant. “**Inventions**” means any results from the Project, which may enjoy protection as a patent or utility model under the generating Party’s national law. “**Software**” means any results from the Project, which may enjoy protection as software under the generating Party’s national law and not protected as an Invention.
- 10.2. It is a requirement from NNF that AU must obtain, if found necessary for commercialization purposes, a perpetual license with a right to sub-license to any third-party to intellectual property which has been generated in the Project by Grant Recipient[s] and funded by the Grant.
- 10.3. The Parties agree that Grant Recipient[s] retain[s] full decision-making authority over their [respective] results from the Project, including Funded Developments.
- 10.4. In order to fulfil the above requirement with respect to commercialization, the Parties agree that:

Inventions:

- a. The Grant Recipient[s] agree[s] to make every reasonable effort to commercialize Funded Developments and shall notify AU of efforts on commercialization on a regular basis upon request by AU, when such commercialization efforts are made.
- b. If AU wishes to commercialize an Invention made by Grant Recipient[s] as part of a larger IP package within CORC, AU will meet and discuss with the owners of the Inventions necessary for inclusion in the larger IP package. [If the Grant Recipients agree, they may

designate one Grant Recipient as the lead party for the management of licensing for the larger IP package.] If [the relevant] Grant Recipient is however actively negotiating a license, has already negotiated a license or other commercialization agreement with a third party to such Invention, or has any other third party obligations related to the Invention and such third party obligations prevent such inclusion, then the Invention will not be included in the larger IP package.

- c. No later than 30 days after signing a license agreement or other commercialization agreements with a third party for any Inventions, the [relevant] Grant Recipient will notify AU (patent@au.dk).
- d. In any commercialization agreement with a third party the following requirements must be included: 1) the third party shall be actively making use of the Invention, and 2) requirement of Equitable Access.

Software:

- e. All the above a.-d. also applies to Software, with the following exceptions:

If a Grant Recipient has generated Software, the Grant Recipient can at its sole discretion choose to: (i) commercialize the Software, (ii) share the Software under an Open Source license of its choosing or (iii) in case of conflicting license terms of used software components or early development stage of the Software to keep the Software without any dissemination.

Right to use Inventions and Software for academic and research:

- 10.5. Notwithstanding any license to AU according to the above in this Clause 10, the Grant Recipient[s] [is/are] granted an irrevocable, non-transferable, royalty-free right to use all Inventions and Software generated by its employees in the Project for academic and research purposes, including research involving projects funded by third parties provided that those third parties gain or claim no rights to such Inventions and Software.

Reporting of Inventions and Software:

- 10.6. As soon as Grant Recipient[s] [has/have] received a formal invention disclosure regarding an Invention or Software that is made entirely or partially by Grant Recipient[s]/s] employees generated in the Project, Grant Recipient[s] shall promptly inform the AU Enterprise and Innovation office accordingly at patent@au.dk – provided that the employee does not make use of a legal right to which the employee is entitled not to disclose the Invention.

Patenting of Inventions:

- 10.7. AU Enterprise and Innovation may conduct its own assessment of patentability and the commercial potential of the Invention. When doing so, the Institutions will – within the scope of what is possible to the Institution – assist in the due diligence if needed.
- 10.8. If Grant Recipient[s] has an Invention, it shall have the right to prepare, file, prosecute and maintain patent applications and patents for that Invention.
- 10.9. If Grant Recipient[s] choose[s] not to seek patent protection as described in Clause 10.8

(“**Declined Invention**”), it shall notify AU thirty (30) days prior to any publication describing such Invention. AU shall have the right to prepare, file, prosecute and maintain patent applications for Declined Inventions on behalf of the Grant Recipient[s].

Right of use:

- 10.10. During the term of CORC, the Grant Recipient[s] shall grant AU and the CORC partners a non-exclusive, non-transferable, fully paid-up, royalty-free access right to use the results from the Project that is strictly required for fulfil the mission of CORC and for no other reason. For the avoidance of doubt such license shall not extend to any commercial work or any work that shall benefit a for-profit organization and shall cease with CORC.
- 10.11. The Parties and the CORC partners shall have a non-exclusive right to utilize, free of charge, any results generated and exchanged under the Project and not constituting an Invention or covered by other specific legislation about intellectual property rights during and after the Project for non-profit academic and research purposes. Publishing of results of a Grant Recipient shall require that Grant Recipient’s consent.

11. Equitable Access commitment

- 11.1. The Grant Recipient[s] must, if relevant, conduct and manage the Project and Funded Developments in a manner that ensures Equitable Access. “**Equitable Access**” means information sharing and transparency must be ensured for knowledge and data gained from the Project through Open Access Publication; and Funded Developments will be made available and accessible at an affordable price and with sufficient supply to people in need within low- and lower middle-income countries and will not be unreasonably delayed compared to Funded Developments made available in high-income countries.

12. Breach of contract

- 12.1. If the Grant Recipient[s] or any other person or legal entity related to the Grant does not comply with the conditions of this Agreement and fails to remedy such non-compliance within a reasonable timeframe set by AU, AU is entitled to terminate, reduce or phase out the Grant.
- 12.2. If the Grant Recipient[s] or any other person or legal entity related to the Grant does not comply with any material conditions of this Agreement, AU may, in addition to the remedies set out in Clause 12.1, require that the Grant Recipient[s] repay[s] the Grant in full or in part.
- 12.3. If this Agreement is breached, the Grant Recipient[s] and any other person or legal entity related to the Grant must cease to mention NNF in connection with the Project if AU or NNF requests so.

13. Liability + Termination

- 13.1. [Insert from GA]

14. Miscellaneous

- 14.1. No assignment: The rights and obligations under this Agreement cannot be assigned to a third party without the prior written consent of AU.
- 14.2. Processing of personal data: When submitting an application to CORC, AU may process personal data about the applicant as described in CORC's privacy notice, section 1 "Grant application and payment of grants". This also applies in relation to the processing of personal data for the purpose of paying the Grant. AU's privacy notice in relation to the CORC call can be found on CORC's website: <https://corc.au.dk/about/privacypolicy>
- 14.3. Law and venue: All disputes between the Parties about the interpretation and implementation of this Agreement shall be settled in accordance with Danish law by the ordinary courts of Aarhus, Denmark. Before taking any legal action, the Parties to the dispute shall endeavor to settle the dispute amicably.

Appendices

- Appendix 1: Application including budget
Appendix 2: Guidelines for CORC Open Call 2025

Aarhus University:

Date:

Lasse Rosendahl
CORC CEO

[Name Grant Recipient]:

Date:

[Name]
[Title]