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| This is an *example* of a template for a letter of intent concerning possible future research and development cooperation between a supplier company and a pilot customer, where the latter may be a private company or a public enterprise. The parties are not obliged to use the template and may thus use another framework to regulate their rights and obligations.  Innovation Norway emphasises that the template:   1. is solely intended to be a starting point and that each of the parties should obtain legal assistance to safeguard their own legal and commercial interests; 2. is not necessarily exhaustive and there may be several alternatives to the solutions proposed in the template; and 3. is used at the company’s own responsibility, and that Innovation Norway is not liable for any errors or defects in the template. |

**THIS LETTER OF INTENT** has been entered into

**BETWEEN:**

**(1)** **[ENTERPRISE'S NAME]** (organisation number [number]), [address] (the **"Supplier Company"**); and

**(2)** **[ENTERPRISE'S NAME]** (organisation number [number]), [address] (the **"Pilot Customer"**)

**THE FOLLOWING HAS BEEN AGREED:**

# Purpose

## The purpose of this letter of intent is to declare the parties' shared wish and willingness to enter into a research and development partnership regarding [description of the project] (the **"Project"**).

## This letter of intent contains a summary of the most important terms and conditions on which the parties agree and which shall form the basis for further negotiations on the execution and funding of the Project.

# The parties' performances in the Project

## The Supplier Company shall contribute the following to the Project:

### Expertise to carry out the Project.

### Coverage of costs, inclusive of public funding, up to a maximum of 80%.

### Active participation through meetings, steering groups etc.

### [Any other performances].

## The Pilot Customer shall contribute the following to the Project:

### Description of needs and specifications.

### Knowledge and expertise.

### Active participation through meetings, steering groups etc.

### Validation and testing of solutions.

### Coverage of costs up to a minimum of 20%.

### [Any other performances].

# Entry into an innovation contract

## If the parties reach agreement on how the Project will be executed and funded, a legally binding innovation contract (**"Innovation Contract"**) will be entered into.

## Entry into the Innovation Contract is contingent on Innovation Norway offering the Supplier Company a grant.

# Duty of secrecy

## Information that comes into the possession of the parties in connection with the letter of intent and the implementation of the letter of intent shall be kept confidential, and shall not be disclosed to any third party without the consent of the other party.

## The parties shall take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, confidential information.

## The confidentiality obligation shall not prevent the information from being used when there is no legitimate interest in keeping it confidential, for example when it is in the public domain or is accessible to the public elsewhere.

## The confidentiality obligation shall continue to apply after the expiry of the letter of intent. Employees or others who resign from their positions with one of the parties shall be subjected to a confidentiality obligation following their resignation as well, as far as factors mentioned above are concerned.

## For a party that is a public enterprise the duty of secrecy according to this clause shall not be more extensive than laid down by the Public Administration Act or corresponding sector-specific regulations. The confidentiality obligation pursuant to this clause shall not prevent the disclosure of information if such disclosure is demanded pursuant to laws or regulations, including any disclosure or right of access pursuant to the Freedom of Information Act. If possible, the other party must be notified before any such information is disclosed.

# The parties' obligations pursuant to the letter of intent

## Neither of the parties will derive rights nor obligations from the letter of intent other than those rights and obligations that follow from clause 5.

# Governing law and legal venue

## The parties' rights and obligations pursuant to this letter of intent are wholly governed by Norwegian law.

## If a dispute is not resolved by negotiation or mediation, either party may require that the dispute be resolved with final effect before the Norwegian courts of law.

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| **SUPPLIER COMPANY** |  | **PILOT CUSTOMER** |
| Place and date |  | Place and date |
| Signature |  | Signature |
| Name in BLOCK CAPITALS |  | Name in BLOCK CAPITALS |
| Title |  | Title |