

AGREEMENT CONCERNING FUNDING OF SCIENTIST EXCHANGE BETWEEN INDIA AND DENMARK

Between

Novozymes A/S
Krogshoejvej 36
DK-2880 Bagsvaerd
Denmark
CVR 10 00 71 27
("Novozymes")

&

The Henning Holck-Larsen Fond
Amaliegade 31
1256 København K
CVR 11 65 97 99
("HHL")

Novozymes and HHL are collectively referred to as "the Sponsors".

And

Aarhus University
Faculty of Science and Technology
DK-8000 Aarhus C
Denmark

("University")

Sponsors and University are referred to as "Party" or "Parties".

WHEREAS the Sponsors want to economically facilitate the exchange of scientists between academic institutions in India and Denmark within the field of biotechnology to improve cross-cultural understanding and to develop the individual scientist through international work experience; and

WHEREAS the University is willing to distribute the individual funding in accordance with this Agreement.

NOW THEREFORE, the Parties have agreed on the following terms:

1. EXCHANGE PROGRAM MANAGEMENT

1.1 **Objective:** The objective of the Exchange Program ("Program") is to advance the relationship between Denmark and India and to improve the understanding of cultural differences. Further, the objective is to develop the scientists under the Program scientifically and personally by giving them international work experience.

- 1.2 **Scientists in Scope:** The Program shall focus on exchange of PhD. students, but may also encompass exchange of master students, post doc.'s and senior scientists (hereinafter commonly referred to as "Scientist(s)").

PhD. students are the focus of the Program with an aim to:

- Build on established connections between Danish and Indian professors, institutes etc., or to build new such connections.
- Promote integration of the Scientist by ensuring anchoring in a project group at the receiving institution.
- Ensure personal maturity and sufficient technical skills.

The Indian Scientists can among others be selected from:

- Indian Institute of Science, Bangalore
- Indian Institute of Technology, Madras
- Delhi University
- TERI University, Delhi

The Danish Scientists must primarily be selected from the Danish universities participating in the program: Technical University of Denmark, Aarhus University and University of Copenhagen.

- 1.3 **Field:** The Scientists must work in the field of biotechnology, which for the purpose of this Agreement shall mean "*the study of advanced technological application that uses biological systems, living organisms, or derivatives thereof, to make or modify products or processes for industrial or scientific use, excluding technology which is exclusively or mainly for pharmaceutical applications*".

- 1.4 **Funding:** The Sponsors pay up to 600,000.00 DKK to the University per year for a seven (7) years period. The first funding will be released 2013. For each year the funding will be inflation adjusted by up to two (2) percent.

Funding which is not used in one year will not be accumulated for the following year. If, for examples, only 300,000 DKK has been given in grants in year 1, there will be funds of 600,000 (+ inflation adjustment) for year 2, not 900,000 DKK. However, University can seek additional grants for a particular year if there are many Scientists eligible for grants, or Sponsors can request that particular Scientists are taken into consideration.

The University will provide Sponsors with copies of all applications each year. The University makes a prioritized list of Scientists who are considered eligible for grants. Sponsors and University will go through the applications and decide what Scientists should receive grants.

The Parties will agree on the details of the transfer of the funding to the University.

The Program is managed in accordance with the Guidelines in Appendix A.

- 1.5 **Other Deliverables:** The University will issue a yearly report to the Sponsors where the progress of the Program is described and how the funding has been utilized. The University will, to a reasonable extent, take part in promotion of the Program, for example by participating in a press conference at the launch of the Program.

2. TERM AND TERMINATION

- 2.1 The Program runs from 1st January 2013 until 31st December 2019.
- 2.2 This Agreement shall come into force on the date of the last signature hereto and shall remain effective until the work described in Appendix A is completed. The University and the Sponsors may terminate this Agreement with six (6) month's notice to the end of a calendar year. If the grants are managed in material breach of the guidelines in Appendix A and the objectives of this Agreement, the Agreement can be terminated with immediate effect. '
- 2.3 In the event of termination of the Agreement, individual mobility flows which have been commenced or announced to the grantee will be completed.

3. GOVERNING LAW AND DISPUTE RESOLUTION

- 3.1 All Parties will use their best endeavours to settle all matters in dispute amicably. All disputes and differences of any kind related to this Agreement, which cannot be solved amicably by the parties, shall be referred to Arbitration.
- 3.2 The arbitration court shall consist of one (1) arbitrator in accordance with the rules of The Danish Arbitration Institute.
- 3.3 This Agreement shall be construed and interpreted pursuant to the laws of Denmark to the exclusion of any rule that would refer the subject matter to another forum. The English wording in this Agreement shall prevail but all proceedings will be in Danish.

4. SIGNATURE

- 4.1 Each person signing below and each Party on whose behalf such person executes this Agreement warrants that he or it, as the case may be, has the authority to enter into this Agreement and perform the obligations herein.

Novozymes A/S



By: Per Falholt
Date: 13 August 2012

The Henning Holck-Larsen Fond



By: Claus Resen Steenstrup
Date: 13 August 2012

Aarhus University



By: Jes Madsen
Date: 13 August 2012

APPENDIX A

Guidelines for Grants

The Program aims to have an equal number of exchanges, so that approximately the same number of Scientist from India and Denmark are exchanged each year for the duration of the Program.

If there is a disproportionate number of Scientists from one country receiving grants, University will give an explanation as to why this is the case and whether corrective measures are possible.

Exchange of PhD students shall be for a significant period of time, e.g. 9 to 15 months. Exchange of post doc.s' or senior scientists can be for shorter periods e.g. 3 to 9 months.

Danes to India

Danish Scientists typically receive a salary, which can support their living in India.

To promote the exchange Danish Scientists will receive a travel grant covering an economy class ticket, necessary vaccination and visa costs.

Danish post doc.s' or senior scientists exchanging to India for a shorter period of time, may require maintenance of a dual household. To partly cover this expense a small monthly grant of e.g. 3,000 DKK may be necessary.

Indians to Denmark

Cost of living for Indian PhD's in Denmark requires a monthly grant of app. 10,000 DKK in 2012. Post docs. or senior scientists have higher requirements, e.g. 12,000 DKK per month. Indians exchanging to Denmark shall also receive a travel grant covering an economy class ticket, necessary vaccination and visa costs.

Administration costs and representation

University is not without a written consent from Sponsors permitted to use funding to cover the University's administration, travel, accommodation, representation or entertainment costs.