

Deliverable D4.4:

Protocol for the Exchange of Knowledge and Expertise between EUROCHAMP-2020 partners and the private sector

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Comments	<i>The protocol provides a means of ensuring that exchange of knowledge and expertise through collaboration between a company/SME and EUROCHAMP-2020 partners respects the intellectual property rights on both sides</i>

***Protocol for the Exchange of Knowledge and Expertise between E2020 partners
and the private sector***

The Innovation Platform provides support to all European SMEs and companies working in areas that could exploit the EUROCHAMP infrastructure. This collaboration with the private sector will be achieved through the bilateral exchange of expertise and information, with the aim of sharing knowledge that will be mutually beneficial and act as a means of forging successful and sustainable partnerships. Collaborations can be based on formal or informal discussions, transnational access activities, networking activities and joint research activities.

As part of Work Package 4, a specific protocol has been developed for ensuring that exchange of knowledge and expertise through collaboration respects the intellectual property rights on the company/SME and the EUROCHAMP-2020 partners. This protocol is in the form a “Confidentiality Agreement”, which has to be signed by the collaborating SME/company and the authorized signatory of the EUROCHAMP-2020 co-ordinator. The Confidentiality Agreement provides a definition of the type of information that may be exchanged, as well as the measures in place to protect the confidentiality of both parties. The Confidentiality Agreement has to be signed and completed before any SME/company is accepted as an Associated Partner of the EUROCHAMP-2020 consortium.

The Confidentiality Agreement is included in the following pages of this report.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is between

on the one part,

the Coordinator, **Centre National de la Recherche Scientifique**, hereinafter referred to as **CNRS**, having its registered office at 3, rue Michel Ange, 75794 Paris cedex 16, FRANCE (legal registration N° 180 089 013; VAT N° FR 40 180 089 013), represented by its legally authorised representative, Mrs. Clarisse Lefort-David, Regional Delegate of the CNRS Paris-Villejuif Delegation, acting on behalf of the Consortium members of the EUROCHAMP-2020 Action,

hereafter referred to as the **ESTABLISHMENT**,

and

on the other part,

[Legal Entity], having its registered office at **[Address]**, represented by its legally authorised representative **[NAME, First name]**, **[Position]**,

hereinafter referred to as The **RECIPIENT**.

The **RECIPIENT** and the **ESTABLISHMENT** are individually or collectively referred to as the **PARTY** or **PARTIES**.

RECITALS

The **ESTABLISHMENT** has signed a grant agreement with the European Commission **N° 730997 (H2020-INFRAIA-2016-2017)** under the Horizon 2020 – Research and Innovation Framework Programme entitled “*Integration of European Simulation Chambers for Investigating Atmospheric Processes – Towards 2020 and beyond*” hereinafter referred to as the **EUROCHAMP-2020 Action**.

For the purpose of the **EUROCHAMP-2020 Action**, the **PARTIES** will supply each other with the necessary **Information** which may be confidential, hereinafter called “**Information**”, and is being disclosed only under the terms and conditions of the agreement.

In order to protect the confidentiality of **Information** including results, background, and side ground which may be disclosed between the **ESTABLISHMENT** and the **RECIPIENT**, identified above, intending to be legally bound,

THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1 - For the purposes of this agreement, the term "**Information**" includes any information, technical, regulatory, economic, financial, commercial, industrial and / or scientific knowledge, including know-how, data, data bases, software and computer programs (in object code or source code form), ideas, inventions, photographs, samples, data, materials, products, technology, processes, specifications, drawings, schematics, studies, test results, formulas, protocols, manuals, business plans, software, marketing plans, production quantities, and any other type of information in whatever form, whether patentable or not, and /or patented or not, and all intellectual property rights arising therefrom, revealed by one of the **PARTIES** to the other **PARTY**, made available or submitted, orally, in writing, or by any other media, including electronic transmission, physical inspection or observation or more generally any means of divulgation of the Information that may be chosen by the **PARTIES** during the time this agreement is in force.
- 2 - None of the provisions of this agreement shall be interpreted as requiring either of the **PARTIES** to divulge **Information** or to associate with the other **PARTY** by contract in the future.
- 3 - Each **PARTY** will forward to the other **PARTY** any **Information** which it considers necessary to attain the objectives of this **EUROCHAMP-2020 Action**.
- 4 - Any **Information** or data in whatever form, given by one of the **PARTIES** to the other, shall come under the provisions of this agreement, provided that the confidential nature of the **Information** is clearly indicated or that, if it is divulged orally, the confidential nature of the **Information** is made known to the other **PARTY** at the time it is divulged and confirmed in writing, as soon as possible (within thirty (30) days of the date it is divulged), whereupon the confidential information is clearly marked as being confidential (or similar restrictive legend).
- 5 - Any **Information**, and any copies which might have been made, divulged by one of the **PARTY** to the other **PARTY**, shall remain the property of the **PARTY** giving the **Information** and shall be returned to it by the other **PARTY** if it so requests.
- 6 - **Information** communicated by one of the **PARTIES** to the other **PARTY**:
 - shall be used only by those staff members or representatives of one of the **PARTIES** duly entitled to do so, who comply with the provisions of this secrecy agreement, to prevent broader dissemination or use of **Information** or parts of such **Information** internally by one of the **PARTIES**,
 - shall be protected and kept confidential by the other **PARTY** during the **EUROCHAMP-2020 Action** and for a period of five (5) years after its completion.
- 7 - The **PARTY** receiving the Information shall not be under any obligation or subject to any restrictions in respect of any **Information** which:
 - comes into public use prior to its divulgation or after its divulgation but through no fault of itself, or
 - is received by a third party in a lawful manner unreservedly and without violation of this agreement, or
 - is the result of internal work undertaken in good faith by itself (the burden of proof is on it), or
 - can be used or divulged as a result of written authority from the **PARTY** giving the **Information**, or
 - is not **Information** within the meaning of this agreement.

- 8 - An individual feature of **Information** shall not be considered within the above exceptions merely because the feature is embraced by more general information within the exceptions. A combination of features of **Information** shall not be considered within the above exceptions unless the combination itself and its principle of operation or co-operation are within the exceptions.
- 9 - The **PARTIES** expressly agree that the divulagation of **Information** by one of the **PARTIES** to the other under the terms of this agreement shall not be interpreted in any circumstances as explicitly or implicitly granting a licence and/or any privilege whatsoever to the other **PARTY** in respect of the use of the **Information**.

The **PARTY** giving the **Information** retains full ownership rights, subject to the rights of third parties, in respect of any **Information** divulged to the other **PARTY** under the terms of this agreement. In particular, the other **PARTY** agrees to refrain from:

- applying for patents or other proprietary rights including this **Information**, unless a new agreement is reached with the **PARTY** giving the **Information**,
 - using the **Information** for any professional purposes, whether directly or indirectly, unless a new agreement is reached with the **PARTY** giving the **Information**.
- 10 - This agreement including the rights and obligations of the **PARTIES** contained herein, may be terminated by either of the **PARTIES** at any time without further consideration and without further formalities, by giving thirty (30) days written notice to the other **PARTY**.
 - 11 - Termination of this agreement shall not have the effect of absolving the **PARTIES** from their obligation to comply with the provisions of clause 6 of this agreement in respect of the use, divulagation and protection of **Information** received before the date of termination; the obligations contained in these provisions shall remain in force during the period defined in the said paragraph.
 - 12 - The Confidential Information, and any and all reproduction thereof, which is exchanged between the Parties, shall be destroyed / returned to the Party which communicated it upon receipt of an ordinary written request and, in all cases, within 60 days following the expiry or termination of the Agreement. The Parties undertake to provide a certificate of destruction [where applicable].
 - 13 - The set of provisions herein constitutes the entire agreement between the **PARTIES** in respect of its purpose, and replaces and cancels any statements, negotiations, commitments, oral or written messages, acceptances, previous understandings or agreements between the **PARTIES**, relating to the provisions covered by or provided for in this agreement.
 - 14 - This agreement shall come into force on the first day of the month of signature. It shall end with the EUROCHAMP-2020 EC Grant Agreement on 30th November, 2020 (planned end of the **EUROCHAMP-2020 Action**).
 - 15 - This agreement shall be construed and governed by the law of Belgium according to the EUROCHAMP-2020 Grant Agreement.
 - 16 - In the event of any difficulty that may arise in the interpretation or application of this agreement, the **PARTIES** will make every effort to come to a mutually agreed settlement of any dispute.

If such mutual agreement is not obtained, all disputes will be finally settled by appropriate jurisdiction. The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

In witness whereof, the Parties' authorized representatives have signed this Agreement **in two originals**;

ON BEHALF OF ESTABLISHMENT:

Centre National de la Recherche Scientifique (CNRS)

By: _____
(authorized signature)

Name: Clarisse LEFORT-DAVID

Title: Regional Delegate of the CNRS Paris-
Villejuif Delegation

Date:

Stamp of the
Legal Entity: _____

ON BEHALF OF RECIPIENT:

.....
[Name of Legal Entity]

By: _____
(authorized signature)

Name:

Title:

Date:

Stamp of the
Legal Entity: _____

SIGNED DECLARATION

I, the undersigned [NAME, First name],

[Position],

hereby declare that I have read and understood the Confidentiality Agreement signed between the ESTABLISHMENT and the RECIPIENT [Name of Legal Entity], and that I completely agree with all the terms of this Confidentiality Agreement.

Furthermore, I agree that

- the specific efforts and costs related to the participation in the EUROCHAMP-2020 activities are not expected to be incurred by the Action. Only specific expenses of designated Associated Partners may be covered by the beneficiaries in agreement with Annex I in order to ensure performance and continuation of the work needed in the infrastructure.
- Concerning the dissemination of results from work carried out under the **EUROCHAMP-2020 Action**:
 - I agree to undertake all reasonable efforts to promote the dissemination of EUROCHAMP-2020 achievements to the scientific community*;
 - prior notice of any planned publication or presentation resulting from work carried out under the **EUROCHAMP-2020 Action** shall be made 45 days before dissemination to the Coordinator and any contributing party of the **EUROCHAMP-2020 Action** concerned and any publication or presentation is required to indicate the contribution made by each of the Parties as long as the Confidentiality Agreement is effective;
 - all publications and presentations shall acknowledge the **EUROCHAMP-2020 Action** and support of the European Commission - Horizon 2020 - Research and Innovation Framework Programme, H2020-INFRAIA-2016-2017, EUROCHAMP-2020 Grant Agreement number 730997.

*For confidentiality reasons, Companies can be exempt from this requirement.

I will be the official contact person representing the above institution as Associated Partner in the **EUROCHAMP-2020 Action**. I agree to inform my colleagues of the above institution's involvement in the **EUROCHAMP-2020 Action** under the terms of this agreement.

By: (Signature)
Name:	
Title:	
Date:	