

.....place..... ,.....date...

Starting Date	dd/mm/yyyy
Termination Date	dd/mm/yyyy
Confidentiality Period	dd/mm/yyyy
Name of the project	...

**DEMO-CASE COLLABORATION AGREEMENT  
BETWEEN .....company..... AND  
.....demo-case coordinator OITB member.....**

**BY AND BETWEEN:**

From one side, .....company....., hereinafter referred to as “Demo-case Beneficiary”, a legal entity organised and existing under the laws of .....Country..... , with its registered office .....address... , and represented by its ...position... Mr./Mrs. ....name.....

From the other, .....demo-case coordinator OITB member ....., hereinafter referred to as “Demo-case Coordinator”, a legal entity organised and existing under the laws of .....Country....., with its registered office .....address... , and represented by its...position... Mr/Mrs.....name..... ;

The Parties recognise reciprocally enough legal capacity to formalize the present Collaboration Agreement.

This Agreement (‘the Demo-case Collaboration Agreement’) is between the following parties:

**WHEREAS**

1. .....company....., is a company ...**TO BE COMPLETED**....
2. The demo-case coordinator participates as Beneficiary in the Project entitled “INNOMEM - Open Innovation Test Bed for nano-enabled Membranes” (hereinafter, “INNOMEM” or “the Project”), a H2020 Project under GRANT AGREEMENT NUMBER 862330 coordinated by FUNDACION TECNALIA RESEARCH & INNOVATION (TEC) and involving also the following entities as OITB (Open Innovation Test Beds) Members: XXXXXXXXXXXXXXXX (hereinafter, the “Project Partners INNOMEM Members”).
3. The INNOMEM project aims at fulfilling market potential of innovative nano-enabled membranes and their derived products. Within the scope of INNOMEM, different types of membrane materials (polymeric, ceramic, metallic and nanocomposite), surface modification, membrane morphology and geometry and applications will be covered, providing for the first time a Single Entry Point (SEP) to provide the businesses in the sector with a one-stop-shop of the best available experts and technologies. European companies, mainly SMEs, will access through the SEP to develop, test and adopt, new high performance, multifunctional, safe and environmentally friendly nano-enabled membranes in a cost-effective and sustainable way while opening-up opportunities for demonstration of

innovative nanomembranes in real life industrial problems (TRL7) and thus accelerating the market opening for these new products. INNOMEM gathers some of the most recognised Membrane departments (>20) in Europe and acknowledged facilitators of technology transfer, corporate finance, funding and coaching, making available (i) the most promising and breakthrough manufacturing pilots and (ii) advanced characterization techniques and modelling together with (iii) non-technical services through this Test Bed: while relevant improvement metrics can be defined, the potential network of reachable stakeholders counts thousands of businesses on an international scale. As a starting point, 14 Pilot Lines and their enabled technological services, coming from past investments at Regional (RIS3) at National and European levels, are deployed.

4. To achieve the abovementioned objective, INNOMEM has issued a call for demo-cases to select the most promising projects and help them to develop or improve their potential.
5. The project **.....project name.....**, (hereinafter, the “Demo-case”), submitted by the Demo-case Beneficiary has been selected to receive support from INNOMEM project in the **1<sup>st</sup>/2<sup>nd</sup>** Demo-case Call issued on **...(date)....**.
6. The Demo-case Beneficiary and the Demo-case Coordinator, hereinafter referred to as the “Parties”, occasionally referred as “Party”, agree to hold the present Collaboration Agreement, hereinafter referred to as the “Agreement”, subject to the following,

## CLAUSES

### 1. DEFINITIONS

#### 1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules or in the Grant Agreement 862330 or in the consortium agreement INNOMEM or in the including its Annexes without the need to replicate said terms herein.

#### 1.2 Additional Definitions

- “Exploitation” or “Exploit”

Exploitation or Exploit means the use of Results in further research activities other than those covered by the Action concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities.

- “Fair and Reasonable conditions”

Fair and Reasonable conditions means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

With respect to Parties which are Research Organisations, considering their specific positioning, “appropriate conditions” necessarily means a financial compensation in case of direct or indirect industrial or commercial exploitation.

- “Needed”

- For the implementation of the Project: Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.
- For Exploitation of own Results: Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

- “Research Organisation”

Research organisation means a legal entity that is established as a non-profit organisation and whose main objectives is carrying out research or technological development.

- “Access Rights”

Access Rights means rights to use Results or Background in accordance with the stipulations of Annex 1 – Service Delivery Plan (SDP).

- “Background”

Background means any and all, data, information, know-how– whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – listed in in Annex 1 – Service Delivery Plan (SDP) – that is Needed to implement the Demo-case project or exploit the Results and that is: owned or controlled by a Party of this Agreement prior to the date of signature of this Agreement; or developed or acquired by a Party independently from the work in the Demo-case project even if in parallel with the performance of the Demo-case project, but solely to the extent that such data, information, know-how and/or intellectual property rights are introduced into the Demo-case Project by the owning Party;

- “Results”

Results means any tangible or intangible output of the action, such as data, knowledge or information, that is generated in the action, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

## **2. PURPOSE.**

1.1 The purpose of this Agreement is to establish the terms and conditions of the collaboration between the Parties in the frame of the Demo-case Project.

## **2. SCOPE AND DURATION.**

2.1. The Parties shall cooperate and do their best effort to carry out, the activities detailed in Annex 1 – Service Delivery Plan (SDP) to the present Agreement.

2.2. The start date and duration of the Demo-case Project are established in Annex 1 and may be extended, maintaining the commitments provided by the Project, by the mutual agreement of the Parties.

## **3. OBLIGATIONS OF THE PARTIES.**

3.1. The Demo-case Coordinator, will do its best endeavor to:

- perform the actions identified in the Annex 1 and contribute to the achievement of the specified objectives;
- coordinate the Demo-case Project together with the Demo-case Beneficiary and other collaborating partners of INNOMEM. The collaboration between the Demo-case Coordinator and the collaborating partners is covered by the INNOMEM consortium agreement.

3.2. The Demo-case Beneficiary will do its best endeavor to:

- duly contribute in performing the actions, providing the resources as identified in Annex 1;
- timely communicate to the Demo-case Coordinator any issue or circumstances that may hinder the correct execution of the activities and the achievement of the objectives described in Annex 1;
- produce a public summary of the work done, the objectives achieved, and impact expected;
- other specific obligations related to the Demo-case Project that Parties may agree.

#### **4. EFFORTS AND PAYMENTS.**

- 4.1. Annex 1 includes and economic valuation of the Demo-case project however, parties hereby agree that there shall be no payment required by the Demo-case Beneficiary.
- 4.2. The overall effort provided collectively by the Demo-case Coordinator and, if this is the case, the Collaborating Partners of INNOMEM shall be limited to ... person/month (or equivalent value).

#### **5. NON-DISCLOSURE OF INFORMATION.**

- 5.1. For the purpose of this Agreement, the term "Confidential Information" shall mean any and all information or data and includes, by way of example, but without limitation, know-how, formulae, processes, tests results, designs, sketches, photographs, plans, drawings, specifications, samples, reports, customers lists, personal data, pricing information, studies, findings, inventions and ideas, classified as such by one Party (the "Disclosing Party") and disclosed to the other Party (the "Receiving Party") by various means. The disclosure of Confidential Information may be done in writing or orally and/or by means of the delivery of samples, equipment, models, visually or otherwise by means of magnetic support, multimedia and/or photos. For the avoidance of doubt, the results obtained from the activities of the Demo-case Project shall be considered Confidential Information, except for the public summary results specifically identified in the workplan jointly produced and agreed, considered in point 8. DISSEMINATION.
- 5.2. In order to identify the Information as confidential, the Disclosing Party shall mark or label the support or draw and address a notice to the Receiving Party specifying the confidential aspect of the Information. In the event the Confidential Information is disclosed orally, the Disclosing Party shall forthwith inform the Receiving Party at the time of disclosure of the confidential nature of the information disclosed and shall confirm and designate in writing as confidential information within 30 days following the disclosing date.
- 5.3. The Receiving Party shall in particular:
  - a) protect and keep strictly confidential any part of/or the whole of any Confidential Information and shall treat and use the Confidential Information with the same degree of care as it applies to its own proprietary information, but in no case with less than reasonable care;
  - b) protect any part of/or the whole of the Confidential Information from disclosure to anyone other than its employees who have a need to know and inform them of the confidentiality attached to such Information;

- c) not disclose, copy, duplicate totally or partially, unless extremely necessary for justified purpose, under any circumstances, whether intentionally, inadvertently, or otherwise, the Confidential Information without the prior written consent of the Disclosing Party, provided that all copies shall contain the same proprietary and confidential notices and legends as appear on the original Confidential Information.
  - d) Use of the Confidential Information by the Receiving Party shall be strictly limited to the carrying out of the Demo-case Project.
  - e) not to reverse-compile, reverse-assemble or reverse-engineer Confidential Information or any part thereof.
- 5.4. The Receiving Party shall have no obligation with respect to any information for which he can give the evidence that such information:
- a) is or becomes known to the public before the disclosure or thereafter through no wrongful act of the Receiving Party; or
  - b) is already known by the Receiving Party; or
  - c) is received from a third party with no wrongful act of the Receiving Party; or
  - d) is independently developed by the receiving Party provided that the Receiving Party can demonstrate that such development was carried independently without access to Confidential Information; or
  - e) is disclosed with the prior written approval of the disclosing Party; or
  - f) is disclosed pursuant to law, regulation or lawful order or process. In the event Receiving Party is subject to such law, regulation, order or process, Receiving Party will timely notify the Disclosing Party of the disclosure requirement in advance of the disclosure so as to permit the Disclosing Party oppose or limit such disclosure.
- 5.5. The confidentiality obligations under this Demo Case Collaboration Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the Funding Authority of the INNOMEM Project.
- 5.6. The confidentiality obligations contained in this section shall remain binding upon the Parties for four (4) years after the date of termination of the Demo-case Project.
- 5.7. Upon written demand by the Disclosing Party at any time, the Receiving Party shall return all Information received or generated in the frame of the Demo-case Project, including all copies in its possession or in possession of its employees or assistants and all documents, notes, programmes embodying information transmitted by the Disclosing Party or based on it. The Receiving Party shall confirm in writing that no copy is retained or that the retained information has been destroyed or erased.
- 5.8. When the Demo-case Project involves access by the Parties to personal data, the Parties shall be regarded as responsible for treatment of said data and shall comply with that laid down in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as any other applicable national regulations currently in force or introduced in the future to modify and/or replace it.

## **6. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS.**

- 6.1. The results obtained from the Demo-case Project activities shall be owned by the Party that has produced them.

6.2. In case there are results that are developed jointly, then a separate written agreement shall be concluded among the Parties.

## **7. ACCESS RIGHTS.**

7.1. In Annex 1 (SDP), the Parties have identified and agreed on the Background for the Activity and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits. Any Party may add further Background to Annex 1 during the Demo-case project by written notice to the other Parties. Anything not identified in Annex 1 shall not be the object of Access Right obligations regarding Background.

7.2. Each Party shall implement its tasks in accordance with the Service Delivery Plan and shall bear sole responsibility for ensuring that it acts within the Demo-case project do not knowingly infringe third party property rights.

7.3. Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated or agreed otherwise.

7.4. Access Rights shall be free of any administrative transfer costs.

7.5. Access Rights are granted to and by Parties on a non-exclusive basis, if not otherwise agreed in writing by all Parties.

7.6. Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

7.7 All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. The requesting Party must show that the Access Rights are Needed.

7.8. Access Rights to Results and Background Needed for the performance of the own work of a Party under the Demo-case project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Annex 1.

7.9 Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

7.10 A third party shall not be granted direct Access to Results generated by other Parties unless those Parties explicitly agree to it.

7.11 Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

7.12 A request for Access Rights may be made up to two years after the end of the Project or after the termination of the requesting Party's participation in the Project.

## **8. DISSEMINATION.**

8.1. Parties shall jointly produce a public summary of the work carried out in the frame of the Demo-case Project.

8.2. The terms and conditions of the dissemination of the Demo-case Project results shall be agreed by the Parties on a case by case basis.

8.3. Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

## **9. LIABILITY.**

9.1. No Party shall be responsible to the other Party for indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

9.2. The Demo-case Beneficiary shall be liable for all the damages caused to Demo-case Coordinator or to third parties as consequence of the carrying out of its activities in the frame of the Demo-case Project.

9.3. The Demo-case Beneficiary shall be responsible for the technical quality of the work carried out in the Demo-case Project, as well as of the consequences towards third parties due to omissions, errors, inappropriate methods or erroneous conclusions incurred in the development of the activities of the Demo-case Project.

## **10. TERMINATION.**

10.1. This Agreement shall terminate for any of the following causes:

- a) Termination by mutual agreement. The Parties may mutually terminate this Agreement.
- b) Termination due to non-compliance. The Demo-case Coordinator shall terminate this Agreement in case of any breach by the Demo-case Beneficiary of the terms and conditions contained therein. The Demo-case Beneficiary will have a period of fifteen (15) days to try and remedy such situation. If the Demo-case Beneficiary fails to do so, the Demo-case Coordinator shall be entitled to reimbursement from the Demo-case Beneficiary for all damage caused by the non-compliance of the Agreement. Additionally, the Demo-case Coordinator reserves the right to exercise the respective actions and claims for damages.
- c) Termination due to force majeure. They are understood as such those that are beyond control of the Parties, and that are not due to faults or negligence from any of them.
- d) Termination of the Contract of the INNOMEM Project. This Agreement shall automatically terminate if the Grant Agreement of the INNOMEM Project, signed with the European Commission terminates. In this case, the Democase-Coordinator shall not pay the Demo-case Beneficiary any compensation.

## **11. APPLICABLE LAW. DISPUTES AND COURTS.**

11.1. This Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.2. The Parties agree to settle amicably any disputes arising with regard to the validity, construal, performance under and termination hereof. Should it not be possible to reach agreement in such a manner, any disputes that arise between parties in connection with this Agreement or any ensuing agreement shall be submitted to Courts of Brussels, Belgium.

Consequently, the Parties expressly agree to confer, at the request of one or the other Party, to define via signed steering committee minutes any eventual change to the program (such as to schedule, dates, list of deliverables, costs) that may be needed given the exceptional circumstances experienced in the execution of the program.



Done and signed in the above-mentioned place and date in two original copies, one for each Party to this Agreement.

For .....Demo-case Beneficiary.....,

For ..... Demo-case Coordinator.....,

Mr./Mrs.: .....

Mr./Mrs.....

Position: .....

Position:.....



## ANNEX 1 - Service Delivery Plan (SDP)

The SDP is a tailored service proposal meeting specifically the requirements of one user. The SDP is actually a commercial offer developed by the service delivery manager by analysing the problems stated by the user and proposing a solution using the service catalogue and based on the integrated capabilities of OITB service providers. The SDP is Annex to the collaboration Agreement signed between the OITB user (the customer) and the OITB member acting as coordinator for the democase (the main contractor).

### Democase data

Project name:	
Start date:	End date:
Beneficiary information	
Beneficiary company name:	
Contact name:	Contact email:
Involved OITB members	
OITB Member Coordinator:	
Coord. Contact name:	Coord. Contact email:
OITB Member Collaborator 1:	
Collab.1 Contact name	Collab.1 Contact email:
OITB Member Collaborator 2:	
Collab. 2 Contact name	Collab. 2 Contact email:

HAS AGREED TO THE SDP: *Receipt date and e-mail.*

### Problem statement and project objectives

Briefly explain the motivations for the project in terms of the problem being addressed and the objectives that will be achieved during the project.

### Workplan

The workplan includes the description of the services to be provided, structured as a set of activities and results that may include references to the services in the service catalogue. NB: All democases must include a public result or demonstrator (which must be explained through a public presentation and/or video) describing the project, stating the collaboration with INNOMEM OITB members and explaining the impact of the project in technological and business terms.

Activity:	Start date:	End date:
Leader (OITB Member):		
Participants (OITB Members):		
Activity description		

<i>May include references to services in the service catalogue</i>
<b>Results</b>
<i>Identify each result as confidential or public.</i>

Activity:	Start date:	End date:
Leader (OITB Member):		
Participants (OITB Members):		
<b>Activity description</b>		
<i>May include references to services in the service catalogue</i>		
<b>Results</b>		
<i>Identify each result as confidential or public.</i>		

Activity:	Start date:	End date:
Leader (OITB Member):		
Participants (OITB Members):		
<b>Activity description</b>		
<i>May include references to services in the service catalogue</i>		
<b>Results</b>		
<i>Identify each result as confidential or public.</i>		

### Resources and background

*Includes a description of resources involved from each involved service provider required to perform the services. For each service provider taking part in the delivery include a specification of personnel, efforts, facilities (labs, pilot lines, infrastructures, etc.) and other resources.*

<b>Background</b>
<i>Identify access rights to specific background that is required to perform the Demo-case project.</i>

**IMPORTANT:** *The resources necessary from the Demo-case beneficiary must also be included in this section*

### Price

*Include an economic valuation of the overall service (in euros). This valuation is obtained as the addition of the valuation of the Demo-case Coordinator plus the valuations of each of the Collaborating OITB members*

### Impact and future plans

*Explain the expected impact in technological and business terms.*

*Describe future plans after the democase is concluded.*