PRACTICAL STEP-BY-STEP GUIDE FOR ILOS AND ICOS TO ORGANISE BROKERAGE EVENTS

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ENRIITC

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List of Abbreviations

BSBF	Big Science Business Forum
CDTI	Centre for the Development of Industrial Technology
DTI	Danish Technological Institute
EATRIS	European Infrastructure for Translational Medicine
ENEA	Energy and Sustainable Economic Development
ENRIITC	European Network of Research Infrastructure and Industry for Collaboration
ESRF	European Synchrotron Radiation Facility
ESS	European Spallation Source ERIC
GA	General Assembly
PERIIA	Pan-European Research Infrastructure/ILOs Association
SZN	Stazione Zoologica di Napoli
WP	Work Package
WPL	Work Package Leader

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1. Executive Summary

This guide describes a practical step-by-step set of recommendations for ILOs or ICOs to organise brokerage events of different kinds with the purpose of fostering collaboration between industry and research infrastructures in different areas (e.g. industry as a supplier, user, co-creator or technology transfer partner).

Virtual and hybrid events have become important platforms for communication in a time of limited ability to travel and meet in person (reference to Covid-19 pandemic emergency). These platforms can seamlessly facilitate audiences and keep them engaged are a must. We have focused on the following types of events which can be easily combined:

- Webinar: online meeting or presentation held via the internet in real-time, usually of short duration, with two kinds of participants (speakers and audience), and limited interaction between them (usually written questions from the audience to the speakers).
- Workshop: meeting at which a group of people with a common interest engage in intensive discussion and activity on a particular subject or project. There is much more interaction between speakers and audience and the meeting is often coupled with networking face to face meetings. Workshops may be physical or digital.
- One-to-one matchmaking meeting: short meetings between two parties with the purpose to engage participants and give them opportunity to build relationships and to communicate their messages directly to a counterpart.
- Virtual exhibition: an exhibition where participants are invited to market their offerings in a virtual platform.

A list of currently available digital tools and applications to support virtual brokerage events can be found in Appendix 1.

Examples of brokerage events from both the ICO and ILO perspectives, together with examples from the ENRIITC experience, are compiled in Appendix 3, Appendix 4 and Appendix 5 of this document.

Useful models and templates of documents related to the organisation of brokerage events and to the follow-up between brokering parties are presented in Appendix 6.

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2. Practical step-by-step guide: BEFORE THE EVENT

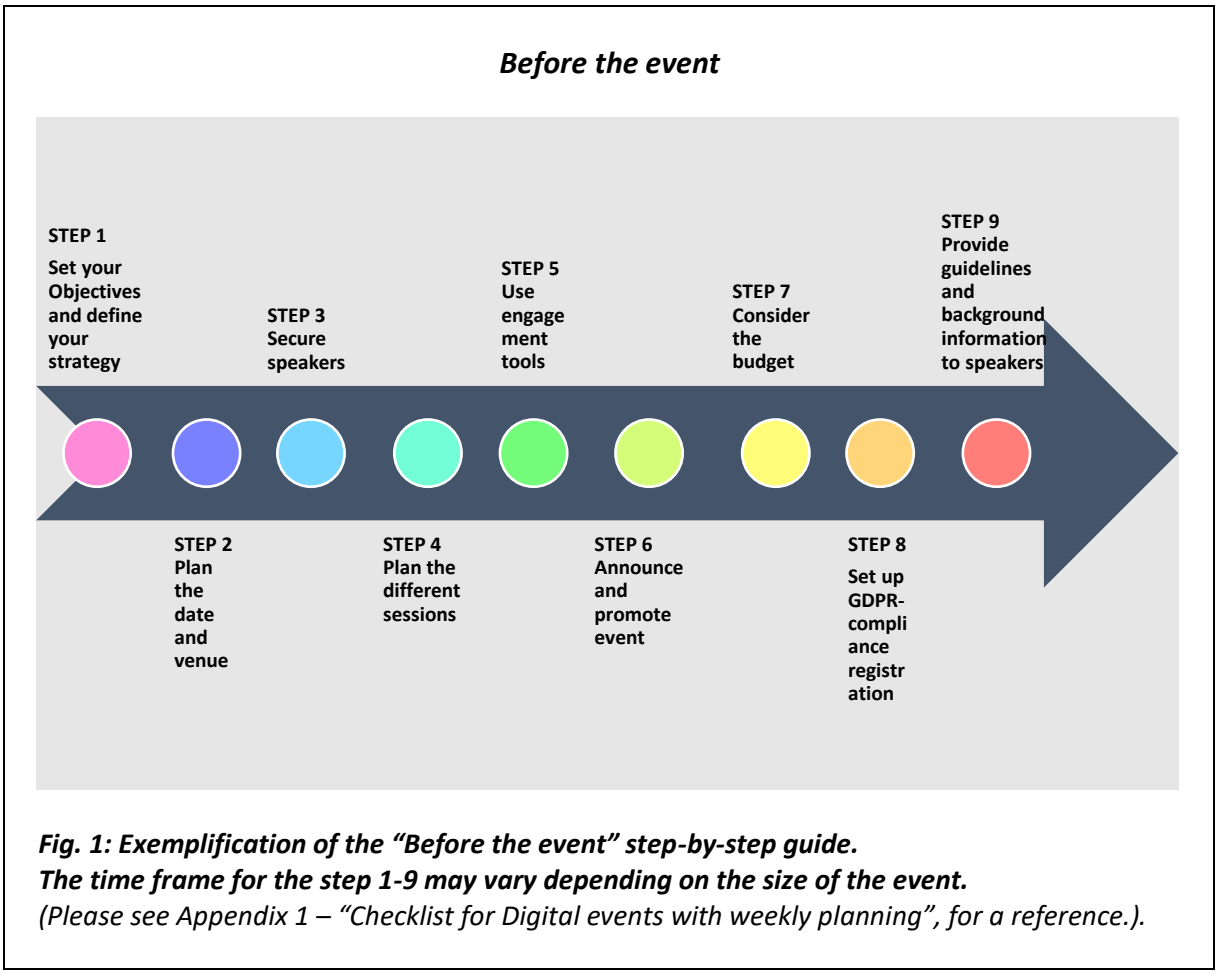

Fig. 1: Exemplification of the "Before the event" step-by-step guide.
The time frame for the step 1-9 may vary depending on the size of the event.
(Please see Appendix 1 – "Checklist for Digital events with weekly planning", for a reference.).

STEP 1 - Set your objectives and define your strategy

What is the purpose of the event? / what is the event about?
The organiser should define a clear objective for the event. This should include the needs and benefits for all participants. Some examples are the following:

- Sharing of industry needs and RI offer in a certain domain;
- Promotion of information regarding forthcoming procurements from RIs;
- Discussion of potential R&D projects in the context of a Horizon Europe call,
- Identification of capabilities around certain technologies.

Depending on the purpose, organisers should plan the workshop/webinar accordingly. Webinars are suitable if the purpose of the event is to convey detailed information from research infrastructures or ILOs to industry. Examples are webinars in which RIs inform industry about their strategic plans, upcoming procurements, service catalogue, formal procedures, etc. Workshops are more adequate for in-depth discussion on a certain topic,

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which could be focused on a specific technical area or on horizontal matters (technology transfer, IPR, etc.).

Organisers should set the Key Performance Indicators (KPIs) of the success of the event, based on a specific definition of success for the particular event, and establish a tailor-made metric system to measure. This shall follow from the event's specific goals and your expectations. The indicators you choose, will help you measure how close you get to predefined target and provide an insight of where to focus your attention to improve. A list of general indicators is provided below:

Before the event

- Number of attendees with respect to goal
- Number of email/website/social media attention generated
- Relevance of registered attendees: Opinion leaders, Very Important Persons (VIPs), Speakers, General Audience;
- Type of registered attendees: Government and Policy representatives (Gov), Industry and Private sector (Ind), Scientific Community Representatives (Sci), Not for profit organisations/Associations (NGOs), General Public (Pub);
- Audience Engagement with the event or with a certain session/speaker:
- Number of registrants per session/talk;
- Audience Engagement
  - *Measure social media attention to the event/session/speaker (e.g.: number of website visits, number of views/sharing);*
- Audience satisfaction
  - *Insert a question into the registration sheet and check how likely people are to recommend the event to others.*

During (possibly use an event application)

- Audience Engagement with the event/session/speaker:
  - *ask people to check in at a particular session/talk, on the day of the event;*
  - *see if the event/session/speaker gets social-media attention during the event*
  - n. of messages on the event application
- Audience satisfaction
  - *qualify activity on social media (e.g. number of Likes, comments of appreciation, original posts about the event)*
  - *measure with a survey tool;*

After

- Audience satisfaction:
  - *measure with a survey tool*
  - quantify activity on social media
  - Number of exchanges/meetings/contacts generated after the event
  - Return on events

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– Consider *survey questions to evaluate the event in the aftermaths* [1]

What outcome do I aim to achieve after the event?

From a mid-term perspective, the organiser should think about the expected outcomes. The event should act as the spark to trigger these outcomes, but follow-up actions should be carefully planned to reach specific strategic objectives – in the knowledge that specific outcomes may take significant time to mature (months or even years) and can be difficult to measure as a direct linked and tangible outcome of the event. Some examples are the following: a) for industry as a supplier workshops: increment in the number of SME suppliers to a certain RI or increment in geo return, b) for industry as a user: a certain objective of services (training, use of facilities for experimentation, access to expertise) on the part of RIs to industry, c) for industry as a cocreator: number and budget of projects involving RIs and industry submitted to European funding programmes, etc.

Another key aspect is awareness raising. If one outcome of the event is to raise awareness on specific issues, organisers should remember to also invite stakeholders who can promote and support the RI-industry ecosystem, such as policy makers, funding agencies, research organisations, embassy representatives (innovation attachés), national and European authorities and media. Obviously, powerful tools to engage these stakeholders could be break-out sessions to address certain policy issues like funding or support arrangements; the removal of barriers for industry; technology transfer opportunities, etc. Networking events for these stakeholders; dinners, drinks or company visits can also add to the attractiveness of workshops.

What kind of speakers will take part?

Authorities may participate in the first part of the event (e.g. Big Science Business Forum, where a series of technical parallel workshops are preceded by plenary sessions with DGs belonging to big science organisations). This may be necessary for high profile events.
Recommended speakers are:

- For industry as a supplier events: RI procurement managers/officers, programme managers and heads of technical units or ILOs, for RIs which employ them. On the part of industry: business developers, head of engineering, etc.

[1] *https://www.eventbrite.ie/blog/definitive-list-kpis-event-management-ds0c/*

https://blog.bizzabo.com/kpis-to-measure-event-success

https://www.eventdrive.com/en/ressources/blog/top-10-kpis-for-next-event

https://www.eventplanner.net/news/8948_10-kpis-to-measure-the-success-of-your-event-strategy.html

https://www.zoho.com/backstage/thegreenroom/9-kpis-to-prove-event-success.html

https://convene.com/catalyst/first-time-event-planners-kpis/

https://www.wildapricot.com/blog/event-planning-checklist#the-event-registration-software-you-need-to-try

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- For industry as a user events: ICOs, Directors of Research (or equivalent), industry liaison scientists (if in existence), suitable scientific and/or technical staff. From industry: CSO, CTO, innovation director and R&D lead scientists (decision makers in the company), bench scientists who would actually use the services available.
- For technology transfer events: RI ICOs and knowledge transfer officers, industry business developers. ILOs are also encouraged to engage in these events.
- For joint R&D events: RI R&D managers, programme managers and heads of technical units. On the part of industry, R&D managers and head of engineering. Other actors: ICOs from Research Institutes.

What level of interaction does one aim for?

In order to foster industry-RI collaboration, events should provide the means to interact between the different parties, so, for example webinars are not particularly suited as they should preferably be used for one-way information-flow events (e.g. training sessions) or for events with a large number of participants; on the other hand, networking events may contain dedicated moments or sessions for interactions among participants and even for break-out spaces. Another part to take into account is the important networking part of all events where relationships and trust are built. A nice way to foster this is by setting up 1-1-meeting sessions where delegates easily can schedule and request meetings from other participants. This is an important part in the registration process where delegates may put in important profile information about their company and offerings/needs. 1-1-meetings should be a natural part of the registration phase and can easily be performed in both physical and virtual events. Example of digital tools can be found in Appendix 2.

Will it be physical or digital or hybrid?

Physical workshops have the benefit of allowing formal and informal networking but involve travel, therefore the possibility of coupling workshops to other European events should be carefully examined. Digital events can work if the organiser provides the tools to enable networking and it is actively encouraged after the event.

One fundamental aspect in virtual meetings is to choose a platform (Appendix 2) which the moderator or discussion leader is fully familiar with and confident using it. There are pros and cons with all platforms, the most important part is to choose a tool which is scalable and works in combination with other required applications.

Post-COVID scenario will probably shape events into a hybrid configuration, where some speakers/participants will attend physically and others take part remotely. Organisers must also consider whether an event should be split in two by hosting an introductory digital event where interested participants can be introduced to concepts and participants. This approach will allow participants to go back to their companies and engage relevant experts and colleagues.

STEP 2 – Setup budget for event

Organisers must consider how the workshop will be funded, in particular: speaker travel and accommodation costs, lunches and /or dinners and coffee breaks. RIs often have funds for industry liaison purposes so usually they cover their travel and accommodation expenses.

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Keynote speakers might request reimbursement of travel/accommodation fees and highly specialised speakers taking part in training webinars might charge a participation fee.

Organisers should outweigh the pros and cons of charging for attendance at the event. This is possible in large events such as the Big Science Business Forum or other large industry/RI events, but for smaller workshops and webinars participation fees should be avoided if the purpose is to engage industry to work with RIs. This is particularly relevant for RIs in the domains where the respective industries have less resources to support collaboration with RIs. If participation fees are charged for SMEs, discounts should be considered.

STEP 3 - Plan the date and venue

Date of event: the organiser must check that the suggested date does not clash with other interfering events such as scientific conferences in the field, Council or Finance Committee meetings from the involved RIs, deadlines of major European calls, or trade fairs relevant to participating industry. For physical workshops, assess the possibility of coupling the workshop with a major event (e.g. trade fairs, business forums, scientific conferences). Workshops must be set well in advance, for example six months. Workshops should be short and to the point, aiming for one-day events including face to face meetings, though an option for participants to stay overnight with an accompanying social event can add significant value.

Venue: for physical events, the criteria should be one of the following: a) Same venue as the back-to-back event, b) For European workshops, easy to reach European cities (Brussels, Paris, Madrid, London, Frankfurt etc.), c) Research Infrastructure site, if possible, coupled with a visit to the premises.

A workshop dinner or lunch can be useful to promote networking and build mutual trust between participants.

STEP 4 - Secure speakers

Speakers should be approached prior to publication of the event to secure their participation. Careful selection of the speakers, depending on the purpose of the workshop/webinar is vital to the success of the event. We encourage organisers to include speakers from the RI-domain, and/or ILOs, and industry representative.

STEP 5 - Plan the different sessions: plenary, parallel and one-to-one matchmaking meetings

Webinars should normally consist of one single session, no longer than three hours and including one short break. Workshops, on the other hand, may be longer, one or even two days. Two-day digital workshops are possible, as long as the session for each day is focused and limited to two-three hours and adequate breaks are included.

For workshops in certain cases there may be an initial plenary session opened by the organiser (ILO organisation or ICO RI), followed by contributions from authorities (European Commission, national Ministries, RIs, DGs) but this may only apply to large scale events (e.g. Big Science Business Forum, etc.).

After the plenary session, the technical sessions begin and may break up into several parallel sessions. Parallel sessions should be kept to a minimum as much as possible to allow participants to attend most sessions as long as this does not stretch the total event duration

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too much. Break out of the plenary to parallel sessions should be carefully planned, in particular for digital sessions. When registering, participants should indicate which parallel sessions they wish to attend.

For hybrid events the break-out may prove more complex, ensuring the means to redirect participants to their sessions seamlessly.

In workshops, speakers and participants should be given the opportunity to network via private face to face meetings, previously requested and booked with an online B2B tool.

Consider recruiting moderators and rapporteurs for the different sessions and for a final wrap up.

STEP 6 - Use of reciprocal engagement tools
Consider the use of specific software or devices that can help participants engage with the event, for example with survey tools, or breakout spaces, or one-to-one interactions. A list of currently available tools is provided in Appendix 2 “Digital Tools”.

STEP 7 - Announce and promote the event
This step should be considered a key step in the process of creating a successful event. The webinar or workshop may be announced, depending on its scope, on the following websites: organiser (ILO/ICO organisation), European counterparts (rest of ILO organisations, PERIIA), RIs, ENRIITC, ESFRI and European Commission. Collaboration with other parties for announcement and promotions is recommended, for example industrial clusters, technology platforms, knowledge innovation centres, business incubators, etc. The organiser must be active in social networks (Twitter, Linkedin) and request collaborators to share all publications. Other means to advertise the event can be newsletters or advertisements in specialised publications, for large scale events, and social media.

STEP 8 –Set up GDPR-compliance registration
The event management platform should enable workshop or webinar participants to register online and introduce all the necessary information: full name and affiliation, name of company and RI, contact information, etc. Speakers may have the possibility of uploading their presentations for them to be available in advance to other participants. And if not, the presentations should be available for the participants some days after. For workshops that are coupled with face-to-face meeting, a B2B software like B2BMatch should be used to manage the information and prebooking of B2B meetings.

Online registration should include a screen in which the participant consents for the organisers to use personal data. For recorded events, speakers must expressly give their consent. Speakers and participants must be clearly informed of their rights and procedure to access, modify or delete their personal data.

STEP 9 – Provide guidelines and background information to speakers
Organise a “dry run/speaker conference” 4-6 weeks before the event to secure all speakers are well informed and on the same page.

Bearing in mind the goal of the event, the organiser must carefully prepare and give guidelines to speakers, with regard to the following:

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- Key indications of what is expected of the speakers and the precise nature of the information to be delivered.
- Information on the participants to guide the tone/approach for their presentations (e.g. with deep technical knowledge / business development oriented, etc.)
- Clear information on available time and how the audience will interact (mid-session, at the end of all the presentations, etc.)
- Provision of a template/outline for the presentations and request to the speakers to follow them
- For webinars, explanation of the platform which will be used (Zoom, Microsoft Teams, etc.) and planning for a rehearsal before the event.
- With regard to the interaction at the event, organisers should prepare a list of questions to engage and stimulate audience participation. Also, the use of easy-to-use online tools (Appendix 2) could be useful to engage audience and gather feedback on specific points that also boosts discussion. If possible, this list of prepared questions should be sent to the speakers in advance for their preparation. Organisers should also recruit volunteers to ask these questions among their own organisations, industry or participating RIs, ILOs, etc. To ensure a smooth flow of the questions, the moderator (or the person in charge of the event or any other appointed person) should keep the track of the different questions put in the chat by the audience and bring them up, in an appropriate way.

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3. Practical step-by-step guide: THE EVENT ITSELF

During the event

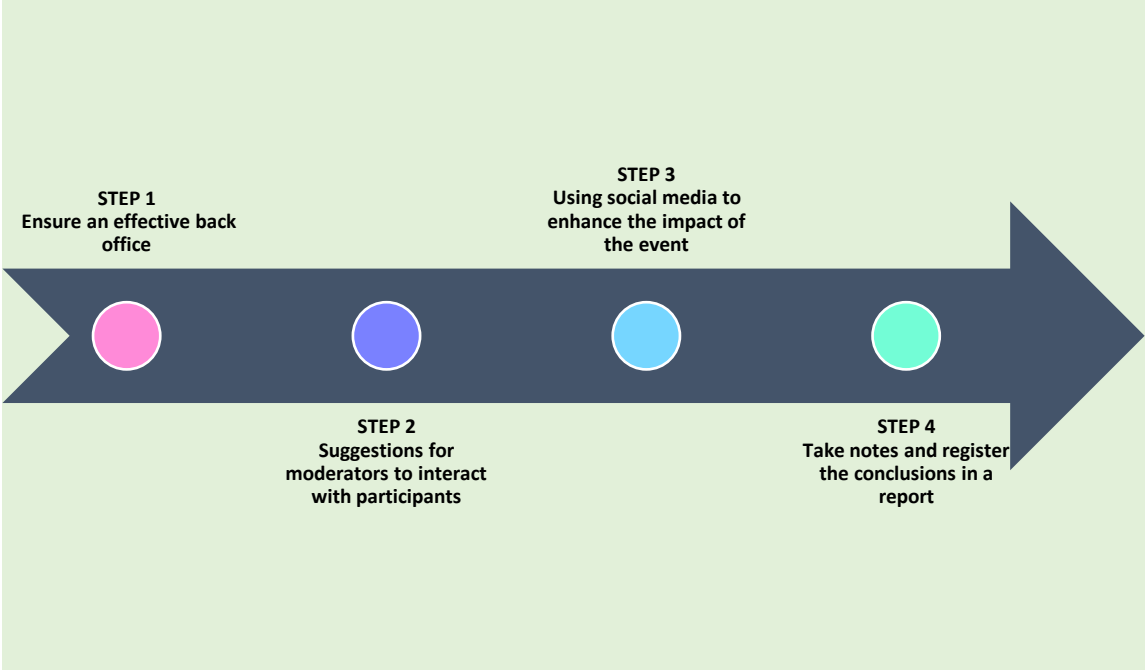

Fig. 2: Exemplification of the "During the event" step-by-step guide
The time frame for the step 1-4 may vary depending on the size of the event.
(Please see Appendix 1 – "Checklist for Digital events with weekly planning", for a reference.).

STEP 1 – Ensure an effective back office
Ensure the presence of technically prepared staff. Assign responsibilities, moderators, facilitators, back-up staff. General presenter, technical assistant.

STEP 2 – Suggestions for moderators to interact with participants
Each workshop session should have an appointed moderator, whose job is to keep track of the time, focus and reconduct discussions towards the purpose of the workshop, generate debate, etc.. Moderators should have a good understanding of the technical aspects of the sessions (e.g. knowledge in a certain technology or in some horizontal issue). They should also have strong communications and facilitating skills.

If possible, real time interaction with the audience using Slido, Mentimeter or other tools is recommended.

Allow for the back office to support the moderator in filtering the audience reactions and to select the relevance questions which will be addressed during the discussion. Make sure to keep the time and give speakers a heads up when time is running out. Allow for pauses. Allow for physical energizers, e.g.: encourage to stretch the body.

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STEP 3 – Using social media to enhance the impact of the event

Encourage participants to take active part in social engagement and post comments on relevant social media. Consider the use of a hashtag to communicate to participants in advance.

STEP 4 – Take notes and register the conclusions in a report

In the case of workshops, it is highly recommended that a rapporteur take some notes and, in combination with the moderator, produces a report for internal use and/or to be delivered to all participants and the organiser according to needs and the workshop aim. This report will include the agreed next steps or plan of action, if appropriate.

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4. Practical step-by-step guide: FOLLOW UP AFTER THE EVENT

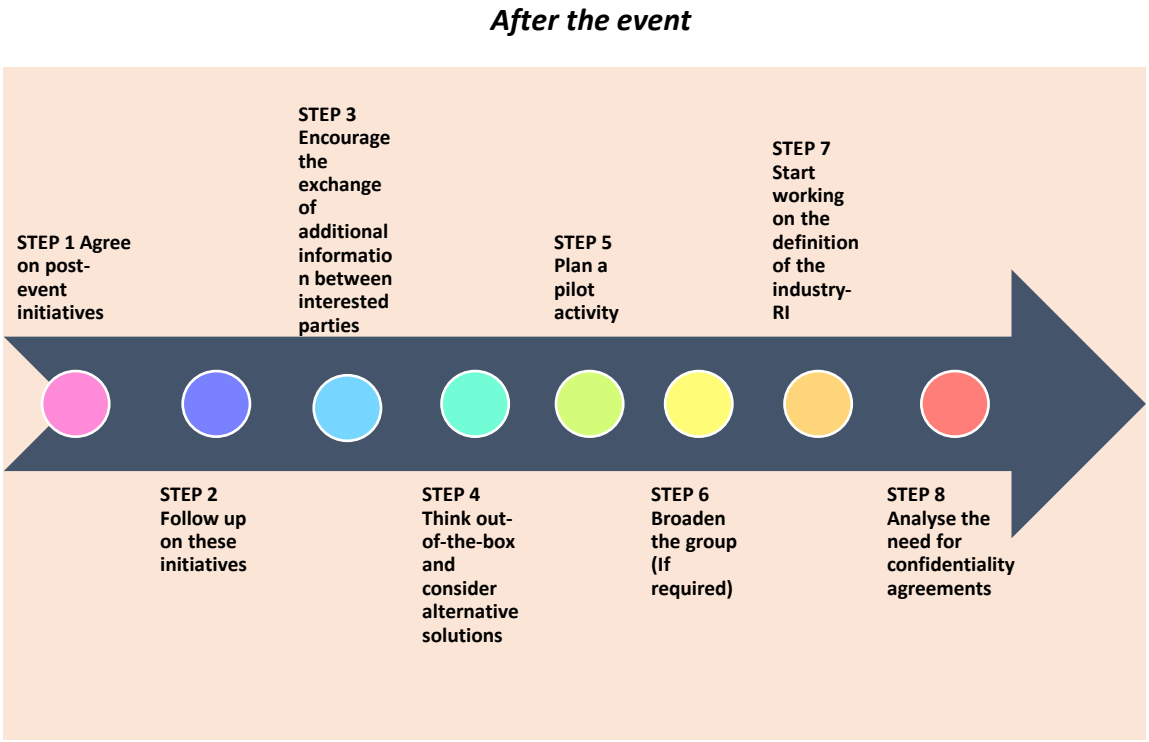

Fig. 3: Exemplification of the "After the event" step-by-step guide
The time frame for the step 1-8 may vary depending on the size of the event.
(Please see Appendix 1 – "Checklist for Digital events with weekly planning", for a reference.).

STEP 1 – Agree on post-event initiatives

Depending on the purpose of the event, different actions can be taken. For industry-as-a-supplier events, the organising ILO may draft a report and circulate it around all member ILOs for follow up purposes with their industries. For industry-as-a-user events, or other events in which ILOs are not involved, the organiser may draft a similar report to be circulated to ICOs of RIs, which could relate to the challenge, for their follow up.

It is important to agree a follow up initiative (with timing) for each party, for example an inventory of services available (RIs), a short description of supplier products available (industry suppliers) or required (RIs, institutes) or an outline of possible research collaboration (RIs, industry as user). In this way the necessary continuity is built in and further discussion is facilitated.

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STEP 2 – Follow up on these initiatives
The steps from now on depend on a variety of factors. The process can take different forms and may vary greatly in the pace of progress. In certain cases, the parties may need time to consider the possibilities. It is recommended to approach this realistically and to not apply undue pressure if the relationship may take time to establish. Follow-up telephone calls or emails are useful to keep in contact and express continued interest. The frequency of these follow-up calls needs to be agreed in conformity with the wishes of the parties.

STEP 3 – Encourage the exchange of additional information between interested parties
A recommendation is to update online material and keep it available for the participants after the event. This should include presentations and/or videos from presentations.

To the extent not already covered in the webinar or workshop itself there may be scope to exchange information on the types of possible collaboration and the resources and capabilities on offer or required.

In the case of industry as a supplier the RI or institute should be in a position to specify what products or services are required and to indicate the time scale for projects and investments. Procurement procedures (for example, as required in the EU) are an area where information can be exchanged at an early stage. This is very important for companies entering the field for the first time, especially if they are unfamiliar with the process.

For industry as a user the dialogue should focus on what the industry party needs and how that fits with the RI resources and technology, products and services. Questions which may arise include:

- Is access to RI facilities the requirement?
- What is the intensity of the access required?
- Is a research project with a longer-term commitment required?
- What are the industry party's needs in terms of innovation/commercialisation?
- Is intellectual property (IP) involved and how will that be handled?
- Is licence/technology transfer involved?
- What funding arrangements are required?

In certain cases, for example certain co-development research projects, EU funding or other resources may be utilised.

STEP 4 – Think out-of-the-box and consider alternative solutions
The ultimate objective should always be to find innovative solutions and solve needs which benefit society. Both ILOs and ICOs have an obligation to seek solutions even if outside their own area of research or expertise. This may entail reaching out to other RIs or other parties through the ILO network. Making recommendations for alternative sources is often appreciated by the party benefiting. It is important for the "ambassador" to prepare the ground through prior contact to assess the possibilities, for example with another RI or institute.

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STEP 5 – Plan a pilot activity

A useful way to promote cooperation is to offer a small-scale feasibility or pilot project or a site visit. There are many ways to go about this, depending on the situation and scope. Examples include providing instrument access, beam time or defining a small pilot project perhaps coupled with a site visit. In other cases, open calls for small projects have been set up with funding provided to make these attractive to industry (particularly SMEs).

STEP 6 – Broaden the group (If necessary)

After the webinar or workshop, the group may be widened to include other scientists and also other disciplines of relevance to a collaboration or supplier arrangement. The same applies to the industry side where further contact persons can be identified.

STEP 7 – Start working on the definition of the industry-RI collaboration

If a stage is reached where the objectives and broad contours of collaboration are clear the proposals need to be developed further. For this it is often useful to form a project team consisting of the scientists from both the RI and industry together with people representing the commercial, legal, funding, project management, reporting, IP and other relevant aspects. In general, this process will be coordinated by key persons from both sides. For the RI this may be the ICO but could also be a principal scientist or someone involved with procurement, depending on the nature of the proposed arrangements. It is important to identify which aspects apply and to group them into categories such as scientific, governance, commercial and legal/contractual. This categorisation will determine in part the agenda and priorities to move towards finalising arrangements.

STEP 8 – Analyse the need for confidentiality agreements

Depending on the nature of the project it may or may not be necessary to sign confidentiality agreements at some stage in the discussion process. Either or both parties may have information they regard as confidential. Guidelines, models and templates are available (Appendix 6) from various sources as to how to set this up, which conditions to apply and who should sign the documents. The duration of the confidentiality aspects is also an important issue.

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Appendix 1 - Check list for digital events planning

⇒ **Week 8 before the event**

a. Appoint a project manager who is responsible for the event
b. Formulate the purpose of the event
c. Specify the target group for the event
d. Develop content and the programme, speakers
e. Remember breaks and the opportunity to network
f. Prepare invitation: text, pictures of speakers, logos
g. Write a brief that easily describes the event
h. Think about branding the event and whether something special should be ordered
i. Make a budget for the event
j. Look over and decide which digital platforms to use (e.g.: Zoom, Teams, Meeting Mojo, B2Match).

⇒ **Week 7 before the event**

a. Marketing communication, consult your marketing department and make a market plan
b. Make the invitation with online registration
c. Remember to include data consent and information about photo and recordings if this is applicable
d. Post the event on the website
e. Post the event on Linkedin and Twitter, encourage employees and other stakeholders to share in their networks
f. Add the event to the newsletter
g. Send out the invitation
h. Produce a poster - put it up in suitable places
i. The project manager sets up marketing activity in Lime and connects who is invited

⇒ **Week 6 before the event**

a. Market the event with your contacts, and in emails, social media

⇒ **Week 5 before the event**

a. Web site - update info about the event if necessary
b. Repeat messages on social media such as Linkedin and Twitter, encourage employees and other stakeholders to share info in their networks
c. Resend the invitation

⇒ **Week 4 before the event**

a. Market the event with your contacts, and in emails, social media
b. Make use of telemarketing and call invited people if you are running low on registrations.

⇒ **Week 3 before the event**

a. Web site - update info about the event if necessary
b. Repeat marketing activities

⇒ **Week 2 before the event**

a. Web site - update info about the event if necessary
b. Repeat marketing activities
c. Invite participants to a tech check for the following week

⇒ **Week 1 before the event**

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a. If you have something newsworthy to communicate, send out a press release and follow up with media
b. Send out welcome email to participants
c. Make a time plan with exact time for the different activities
d. Make a script for your event
e. Use a timer on your power point to clarify when the meeting starts (you can insert a timer as an add on in MS PowerPoint)
f. Run the tech check with participants one-three days in advance

⇒ **The day of the event**

a. Run a tech check and test your equipment
b. Take photos, screen shots to be able to share information about the event
c. Ask people to complete the feedback questions

⇒ **One week after the event**

a. Send out thank you email to participants.
b. Register participants in your CRM system
c. Note that you need to have a data consent from participants through registration
d. Write a news and include on your web page/newsletter.
e. Analyse feedback and draw conclusions for future events.

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Appendix 2 - Digital tools

B2match

An all-in-one event management solution for virtual, hybrid, and physical events specialized in b2b matchmaking.

https://*www.b2match.com*

Eventscase

Marketed as Europe's largest global reach software for physical, hybrid and virtual events. It features an interface to build events' websites, registration module, billing, a b2b module with its own videoconference software, event app, check-in app, etc. as well as other modules for marketing, gamification, etc. It is being used for BSBF2021.

https://eventscase.com/

Microsoft Teams

Digital platform for teams with chat and video conferencing on the workspace, file storage and application integration.

https://www.microsoft.com/en-ww/microsoft-teams/

Mentimeter

Live polls, quizzes, word clouds, Q&As and more to get real-time input - regardless if you're remote, hybrid or face-to-face.

https://www.mentimeter.com/

Meeting Mojo

Powerful event networking through online messaging and 1-to-1 meetings scheduled by the Meeting Mojo partnering platform

https://www.meeting-mojo.com/

Axis Workshops

A way to perform digital interactive workshop to the next level.

https://www.axis-workshops.com

Happanee

A virtual platform for digital conferences.

https://www.happenee.com/?lang=en

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Wonderme

Wonder is a browser-based virtual space where people can meet and talk. Guests can see who is speaking to whom. They move their avatars around with their mouse. To join a conversation, they move closer. To leave it, they move away. As host, you can share content with all guests, or just those in a certain area. Broadcast your video, your screen, or any other media. You can set up areas, define content or topics and define how guests can interact.

https://www.wonderme.com/

Zoom

Helps businesses and organizations bring their teams together in a frictionless environment to get more done. An easy, reliable cloud platform for video, voice, content sharing, and chat runs across mobile devices, desktops, telephones, and room systems.

https://zoom.us/

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Appendix 3 - Best practice examples from the ILO perspective

Big Science Virtual workshop
(https://matchmaking-event-big-science-sweden.b2match.io/)
This is an example of an event where the main purpose was to build new relationships between different parties in the industry in order to create strong partnerships to deliver to Big Science facilities. A major part of the event was a one-to-one-matchmaking session. 186 participants and 186 one-to-one meetings.

Big Science Sweden Conference 2020
(https://big-science-sweden-conference-2020.b2match.io/)
This was a full day virtual conference with a mix of presentations, breakout sessions and a one-to-one matchmaking session. 245 participants and 179 one-to-one meetings.

Discovery Day – Innovate with CERN
(https://discovery-day-innovate-with-cern.b2match.io/)
This was a full day virtual conference arranged with CERN in order to drive tech transfer and create interest in Swedish industry. A mix of presentations, technical breakout sessions and a one-to-one matchmaking session.
69 participants and 10 one-to-one meetings.

Virtual Exhibition Big Science Sweden
(https://www.bigsciencesweden.se/the-swedish-guide/virtual-exhibition/)
This was a virtual exhibition in conjunction with Big Science Sweden Conference 2020 where we offered member companies to record a short video pitch and publish in the virtual exhibition.

Big Science Business Forum 2021
(www.bsbf2021.org). CDTI is the organiser and president of the International Organising Committee which is participated by the following RIs: CERN, EMBL, ESO, ESA, ESRF, ESS, European XFEL, FAIR, ILL, F4E and SKA.

BSBF2021 webinars
(https://www.bsbf2020.org/Webinars)

CDTI has organised two and have one more upcoming. They cover different topics of interest all pertaining to industry as a supplier of Big Science organisations:

- 1st BSBF Webinar - COVID-19 Pandemic: Impact and Measures on the Big Science Market (23 June 2020)
- 2nd BSBF Webinar - Big Science Organisations Strategic Plans, 2020-21 Procurements and Flagship Projects (8 and 9 October 2020)
- 3rd BSBF Webinar - Technology Transfer in Big Science Market (18 February, 2021)
- "Science Industry at the forefront of recovery in 2021" (26 January 2021): national digital event organised by CDTI which covers main procurement areas in the Big Science market in 2021 and two parallel workshops in Optics/Optical Instrumentation and Cryogenics/Vacuum:

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https://eventos.cdti.es/ES/induciencia_260121?utm_source=email&utm_medium=email&utm_campaign=confirmation_register_free_event

- Spain@CERN, 13 and 14 November 2018 (https://home.cern/news/announcement/cern/13-14-november-spaincern-industrial-exhibition; and: https://indico.cern.ch/event/768315/overview). 56 Spanish companies were present to share their expertise and know-how with CERN technicians. Previously we have organised other events such as Spain@ESO (2015).

BSBF2021 Procurement Handbook:

- This is an easy way to learn more about the different procurement processes at several large-scale research infrastructure in Europe. The Procurement Handbook by BSBF2021 is available here: https://www.bsbf2020.org/module_api/282492/blog/bsbf2020-news/post/318374-bsbf2020-procurement-handbook

Supplier catalogues

- Spanish Capacities in Large Scientific Facilities (June 2020): the catalogue is a complete overview of Spanish industry's capabilities and references as a supplier to Big Science. http://www.cdti.es/index.asp?MP=35&MS=0&MN=1&TR=A&IDR=120&iddocumento=806&xtmc=&xtcr=5.
- The Swedish Guide (May 2020): a catalogue and database of Swedish high-tech suppliers to Big Science. https://www.bigsciencesweden.se/news-media/publications/

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Appendix 4 - Best practice examples from the ICO perspective

ELIXIR Innovation and SME Forums
In order to support ELIXIR members to engage with industry and to give Small to Medium Sized Enterprises (SMEs) a stage to present their innovative ideas, ELIXIR hosts a series of specialised events. Once held physically, these on-line Innovation and SME Forums provide companies with the opportunity of learning more about the emerging ELIXIR services and forge strong links with the local ELIXIR Node representatives running these services. (https://elixir-europe.org/industry/forums).

Some examples follow below:

- Data Driven Innovation in the Agritech Sector (https://elixir-europe.org/events/sme-agritech-2021)
- ELIXIR Innovation and SME Forum: Data Driven Innovation in Industrial Biotechnology (https://elixir-europe.org/events/sme-event-frankfurt)
- ELIXIR online events guidelines: https://elixir-europe.org/events/online-events-guidelines

FAIRplus Innovation and SME Forum – On line event
The second FAIRplus Innovation and SME Forum was aimed at companies working with life science data, companies planning to provide FAIRification services and anyone interested in FAIRification of their data. https://fairplus-project.eu/get-involved/2nd-innovation-SME-forum

SYNERGI 2018 - SYnchrotron and NEutron Radiation Go Industrial
The goal of SYNERGI2018 (8-9 March 2018, Amsterdam - The Netherlands) was to bring together industrial researchers and facility scientists to discuss and present R&D problems through research-to-business matchmaking sessions.
https://cordis.europa.eu/event/id/152442-register-for-synergi-2018-synchrotron-and-neutron-radiation-go-industrial

European Cluster Matchmaking Event
In the framework of the Second European Industry Day, the European Cluster Collaboration Platform organised, on behalf of the European Commission, a European Cluster Matchmaking Event in Brussels on February 22nd, 2018 The Matchmaking Event gathered representatives of over 130 European cluster organisations for cross-sectorial meetings as well as EU several initiatives supporting business internationalisation and SMEs.
(https://www.clustercollaboration.eu/event-calendar/european-cluster-matchmaking-event)

EMBRIC Company Forums
(http://www.embric.eu/companyfora**)**

With Company Forums, EMBRIC strives to support the industry by raising awareness of the resources and capacities that are available within European Research Infrastructures. Promoting collaboration in maturation of new technologies and access to platforms and expertise are at the centre of initiative.

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CARAC2020
(https://irtnanoelec.fr/actualites/carac20/)

CARAC is the annual Grenoble-based "characterisation" event which aims to show off the Grenoble advanced capacities for materials analysis (at ESRF, ILL, but also academics like CNRS, CEA, INP-G and UGA).

G-RAD workshop
https://workshops.ill.fr/event/273/

G-RAD aimed to catalyse and develop and new industry sector, building on and exploiting the Grenoble-based facilities. The workshop aimed to bring together key stakeholders, build links and awareness for the R&D opportunities afforded in radiation hardness testing.

AGRI-FOOD and PACKAGING OUTREACH WORKSHOP
An example of a local topic-focussed workshop targeting a specific industry sector. The workshop focussed on the ALBA light source, but other relevant RIs and projects were invited to participate.

https://www.cells.es/en/media/news/enhancing-the-agri-food-and-packaging-industry-with-synchrotron-light

Open calls in biomedical science
Open calls offer low threshold deployment of RI facilities and resources at affordable cost to achieve benefits for suitable research projects. They are open to other RIs and to industry. In addition to mutual benefits for research projects, open calls provide an introduction for industry to the network of RIs and can foster longer term relationships.

Open calls formed an important initiative as part of the CORBEL project and the formula continues to be used by RIs. Details can be found on the Life Sciences RI web site: https://lifescience-ri.eu/access.html

A link to a recent interview with a cosmetics company involved in the CORBEL open call is also provided on the web site: https://lifescience-ri.eu/news.html#c2023

Partnering meetings at biomedical science conferences/trade fairs
Attendance at meetings such as the BIO, BIO Europe and Biovision can provide opportunities to showcase RI capabilities and partner with industry. During the CORBEL project a number of RIs were represented at the BIO and certain other events by attendees from EATRIS acting on their behalf. Introductions could be set up and contact details exchanged to enable ongoing interaction with individual RIs or institutes.

Although in most cases this amounts to an initial introduction or general orientation, occasionally a company identifies needs for which a match with available RI resources can be quickly made. An example from the CORBEL Innovation Help Desk can be found on CORBEL web site

https://www.corbel-project.eu/success-stories.html

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Appendix 5 - Networking meetings examples from the ENRIITC experience – Mixed ILO and ICO perspectives

ENRIITC 1st Networking Meeting for ILOs and ICOs

The first ENRIITC networking event was an important step towards the creation of a strategic pan-European network of Industrial Liaison and Contact Officers (ILOs and ICOs). Industrial Liaison and Contact Officers came together for the first ENRIITC networking meeting

By facilitating mutual learning and best practice exchange, the ENRIITC network will play a pivotal role in enhancing collaboration between ILOs and ICOs, research infrastructures and industry, and increasing the innovation potential of Europe.

https://enriitc.eu/enriitc-1st-community-networking-meeting/

#ENRIITCYourCoffee - Short networking meeting series

Series of weekly events of 30minutes duration on different ENRIITC topics, with the purpose of creating a networking space and sharing knowledge and practices regarding industry-RI engagement. One example can be found here:

https://enriitc.eu/enriitcyourcoffee-season-3-episode-1-on-open-data-resources-and-innovation/

https://enriitc.eu/enriitcyourcoffee-season-3-episode-2-up-close-with-the-big-science-supplier/

https://enriitc.eu/enriitcyourcoffee-session-on-innovation-procurement/

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Appendix 6 - Document TEMPLATEs

6.1 NON-DISCLOSURE AGREEMENT (NDA) - model example from the Calipso Plus Project

This template has been developed in the "European Light Sources for Industrial Innovation" (ELSII) work package activities of the EU project CALIPSOplus (www.calipsoplus.eu) to support a common approach to industry and assisting to create the basis for a common non-disclosure template. We are reusing this template in the ENRIITC project to make better use of our resources. The ELSII work package leaders are ESRF and ALBA, and the particular task for this work was done by KIT.

Template NDA Non-Disclosure Agreement

between

Name of the Facility, address

and

Name of the company, address

- hereinafter separately and jointly referred to as "Partner" and "Partners", respectively –

Whereas the Partners desire to examine the possibility of concluding a research agreement within the project CALIPSOplus (EC grant agreement number 730872) in the field of .... For this purpose, the Partners will disclose information.

1. Subject Matter

The subject matter of the present Agreement (purpose) shall be the exchange of information to initiate potential cooperation in the field indicated above.

2. Confidentiality, Publication

2.1 "INFORMATION" shall be any disclosed protected or unprotected technical and/or business information in writing or any other format, which is designated confidential. Oral or visual information shall be designated confidential, summarized in writing by the disclosing Partner, and sent to the receiving Partner within 21 days upon original communication.

2.2 The INFORMATION to be exchanged between the Partners under this Agreement shall not claim to be correct, complete or not to infringe upon rights of third parties. The receiving Partner shall acknowledge this fact and shall therefore use this information with the necessary care and according to the present Agreement.

2.3 Each Partner shall treat as confidential all INFORMATION received from the other Partners and designated confidential and shall not disclose it to third parties up to ... years upon

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termination of or withdrawal from this Agreement. Such confidential information shall be used for the implementation of the above purpose of the Agreement exclusively.

2.4 The INFORMATION received shall only be disclosed to those employees, who need it for evaluating the possibility of concluding a research agreement or of establishing business connections in the above area.

2.5 The obligation according to Article 2.3 shall not apply to INFORMATION or objects that can be proved:
- to belong to the public domain as a result of publications or the like, or
- to fall into the public domain without any fault of the receiving partner, or
- to have been disclosed to a Partner by a third party, without the obligation of confidentiality, or
- to have already been known to the receiving Partner prior to disclosure by a Partner, or
- to be the result of work of employees of the receiving Partner, who had no access to the disclosed information, or
- to have to be disclosed due to a legal obligation or an order by court or an authority. In this last case the disclosure towards the respective authorities does not change the status of the information as confidential towards other third parties.

2.6 The Partners shall take the usual and reasonable measures to ensure confidentiality of the information and objects according to these provisions also relative to their staff members.

3. Return of Information

3.1 The receiving Partner shall be obliged to immediately return or delete all INFORMATION received as well as potential copies made at the request of the disclosing Partner.

3.2 This obligation shall not apply to routinely produced back-up copies of electronic data communication as well as to secret information and copies thereof, which have to be stored by the other Partner according to the valid legislation.

3.3 If the INFORMATION contains personal data (in the sense of the Data Protection Act), the receiving Partner shall be obliged to treat this information in accordance with the valid legislation and to delete it. If necessary, this shall be confirmed in writing to the disclosing Partner.

4. Intellectual Property

4.1 Each Partner shall remain the owner of his intellectual property (protected and unprotected). The disclosing Partner shall reserve all rights in the INFORMATION disclosed by him, in particular property, copyrights, and national and foreign property rights.

4.2 Each Partner shall acknowledge that any acts of use of the INFORMATION obtained from the other Partner shall not constitute any right of prior use pursuant the legal provisions.

5. Term, Termination

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5.1 This Agreement shall become effective after having been signed by both Partners as of ... and shall terminate on ..., unless previous notice has been given or it is terminated in some other way.

5.2 Each Partner shall only have the right to terminate this Agreement for an important reason. Termination shall be in writing to be effective.

6. Liability

6.1 The Partners shall be liable only for property damage and financial loss caused by intent or gross negligence.

6.2 If essential contractual obligations are violated, the Partners shall be liable for intent and negligence. In case of slight negligence, liability shall be limited to direct damage foreseeable and typical of this type of agreement. Essential contractual obligations shall be obligations that protect the contracting Partners' essential contractual legal positions to be conferred on them in accordance with the content and purpose of this Agreement. Essential contractual obligations shall also be obligations, the fulfilment of which makes the proper execution of the Agreement possible and on the observation of which the contracting Partner should regularly be able to rely.

6.3 The Partners shall indemnify each other against third-party claims, unless liability is based on the respective Partner's intentional or grossly negligent actions. The liability/exclusion shall not apply to claims on fraudulent behaviour, liability for guaranteed characteristics, or injury to life, body or health.

7. Concluding Provisions

7.1 Should any provision of this Agreement be or become ineffective, this shall affect neither the effectiveness of the remaining provisions nor the Agreement in its entity. That provision shall retroactively be replaced by a provision which is legally permitted and the content of which is closest to that of the original provision.

7.2 Any amendments and modifications of this Agreement shall be in writing to be valid. This requirement shall be waived in writing only.

7.3 Specific cooperation in the research area mentioned in Article 1 shall be subject to a separate written agreement. Under this Agreement, no Partner shall acquire a claim to a cooperation agreement being concluded or to a business connection being established. Should the contracting Partners decide in favour of such.

cooperation, the provisions of that Agreement on the specific cooperation shall take precedence over the provisions of this Agreement.

7.4 Rights and obligations arising from this Agreement may be transferred with the previous consent in writing of the other Partner only.

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7.5 The Partners shall try to amicably settle any possibly arising disputes. As for the rest, The Agreement shall be governed by the laws of …….. (country), and courts and tribunals of the city of .....

Name of the Facility

Place

Name of the person Position

Name of the company

Place

Name of the person Position

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6.2 COLLABORATION AGREEMENT TEMPLATE

Collaboration Agreement (framework type)

and

Project Agreement under Collaboration Agreement

TEMPLATE TOOL WITH COMMENTARY

Scope and purpose

This document is envisaged as a guidance to those who need to assemble a Collaboration Agreement (hereinafter "Collaboration Agreement" or "CA"). And although agreements for setting up collaborations are almost inevitably a tailor- made process, these guidelines help to identify some of the CA main components.

Collaboration Agreement can be concluded between parties only for one, specific project. However, more common type of the Collaboration Agreement is a framework type of the agreement with a legal structure suitable for execution of multiple, different projects under the pre-negotiated set of clauses. This helps save the time as the parties have previously agreed on all the main features (such as intellectual property, publication, liability etc.) that will generally be applicable to all specific projects to be executed under such framework Collaboration Agreement. In that way, only specifics of each project such as project plan with budget, contributions, deliverables and timeframe for performance needs to be agreed upon between the parties which steers the process and enables execution of more projects in a shorter time. Specific projects are therefore executed by a way of separate Project Agreements concluded under the Collaboration Agreement. Such are therefore integral part of the Collaboration Agreement and can be executed as appendices to it.

Content

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4. Definitions
5. Scope
6. Governance
7. Individual projects under Collaboration Agreement
8. Subcontracting
9. Intellectual Property
10. Confidentiality
11. Publication
12. Entering into force or Effective Date of the Agreement
13. Term and Termination of the Agreement
14. Liability
15. Governing law
16. Miscellaneous
17. Signatures
18. Project Agreement - Annex _ to the Collaboration Agreement (example included)

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1. Title of the agreement

Along with the title of the agreement, it is useful (specifically during the negotiations and multiple exchange of different versions of the draft proposals of the agreement) to provide a version number and date with each revision version of the agreement. This way parties to the agreement are always aware which version is the latest one and which version they are signing at the end.

This version number(s) and associated date(s) can be noted in the *header* or *footer* of the document/agreement and can be easily revised each time new version of the agreement is exchanged.

Example:

_____

Research Collaboration Agreement, Version 1, 9th September 2018.

2. Parties to the agreement

In this part, indication of the all parties to the CA is provided.

Name of the contracting party and its address (registered office /principal place of business), and indication of the person acting as a duly authorized signatory/legal representative.

3. **Preamble**

If considered relevant to the agreement, a concise description or statement on the nature, mission, or other general information of the contracting parties can be added and expressed in the preamble of the Agreement as well as the main features and specific field of collaboration.

Example:

WHEREAS:

a) COMPANY is engaged in the business of _____;

b) INSTITUTION A is an academic hospital engaged in_____;

c) INSTITUTION B is a university engaged in_____;

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d) Parties wish to establish a long term, non-exclusive public-private academic alliance for research and development under the terms of this CA, predominantly in the field of _____ and more specifically for the _____;

e) This CA will serve as a framework agreement under which Parties from time to time will negotiate and agree upon projects, preferably following the pre-defined lines of the project types hereunder, to all projects the terms of this CA will apply;

4. Definitions

Depending on the context of an agreement, a Definition clause lists and defines most frequently used terms throughout the text of the agreement. This should be done in order to avoid any possible misunderstandings or different interpretations about the meaning of these terms by different parties to the agreement. Below, some examples of definitions are provided.

These definitions should not be used uncritically – make sure that definitions listed are applicable, fit for and used consistently throughout the text of the CA.

Where the scope of the certain terms may be unclear, example may be provided along with the definition of the term.

Example (non-exhaustive list):

1.DEFINITIONS

The following terms shall have the following meanings:

1.The term **"Affiliate"** means any individual, corporation, association or other business entity which directly or indirectly controls, is controlled by, or is under common control with the Party in question. As used in this definition of "Affiliate," the term "control" means the direct or indirect ownership of more than fifty percent (>50%) of the stock having the right to vote for directors thereof or the ability to otherwise control the management of the corporation or other business entity whether through the ownership of voting securities, by contract, resolution, regulation or otherwise.

2.The term **"Annex"** shall mean an appendix to this CA.

3.The term **"Background"** shall mean information, data, techniques, Know-how, inventions, discoveries, software, materials (regardless of the form or medium in which they are disclosed or stored) and Intellectual Property Rights owned or controlled by any Party (a) prior to this CA; or (b) which are acquired; or generated; or developed; or devised, or conceived and reduced to practice, outside of the work performed pursuant to Projects under this CA; and in each case which are introduced to or disclosed or otherwise supplied by that Party to one or more other Parties for use in a Project and which are identified as Background in an annex to the associated Project Agreement.

4.The term **"Foreground"** means any and all Results and Intellectual Property Rights pertaining to such Results as well as any other Intellectual Property Rights acquired; or generated; or developed; or devised; or conceived and reduced to practice or writing; or otherwise made by the Parties, jointly or separately, in the course of and as a result of the performance of a Project under this CA.

5.The term "**Intellectual Property Rights**" means patents, rights to inventions, utility models, trademarks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted and applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and

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rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

6. The term **"Joint Foreground"** shall mean all Foreground which is acquired; or generated; or developed; or devised; or conceived and reduced to practice or writing; or otherwise made jointly by one or more Project Parties in the course of and as a result of the performance of a Project under this CA.

7.The term **"Know-How"** shall mean technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain, including rights in Confidential Information.

8.The **"CA"** is this document including any and all Annexes and amendments to it.

9. **"Patent"** shall mean patents or patent applications, in any country of the world, including any patents issuing from such patent applications, and further including any substitutions, extensions or supplementary protection certificates, reissue, re-examination, renewal, divisions, continuations or continuations-in-part of any of the foregoing.

10. The term **"Third Party"** shall mean a person or entity other than the Parties to this Agreement and its Affiliates.

5. Scope

Following preamble and definitions section, the scope and aim of the intended collaboration and partnership should be considered and described in terms of: the nature of research to be carried out, resources shared, the types of products aimed for, and the areas of application if commercialized later.

1. The purpose of this agreement is to regulate the terms and conditions for establishment of a scientific collaboration between the Parties in _____.

2. Parties shall collaborate on_____ with an aim to_____.

The collaboration hereunder will operate primarily in (but shall not be limited to) the field of _____.

3.Parties will be discussing Projects initially related to_____, with a focus on _____. More specifically, Parties will discuss Projects including following matters:

- ……;
- ……;
- …… and

6. Governance

The governance of non-profit–public collaborations is important for their effectiveness. Therefore, in collaborations, specifically those including multiple contracting parties and involving medium and large projects, it is recommended to set up the governance structure with clearly assigned roles and responsibilities. By predicting and establishing certain 'bodies' consisting of representatives from the parties to the collaboration, overall supervision and strategy of the collaboration as well as day-to-day operations, communication and management of the project/s execution is more likely to run smoothly

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and more time effective. Face-to-face meetings and teleconferences should be utilized to ensure smooth collaboration and steer execution of the projects.

Example:

1. The Steering Committee is responsible for the overall supervision, decision making and strategic control of the collaboration with a focus on the development of science. The Steering Committee will provide input into the strategy for and execution of the Projects selected for implementation under the CA.

2. The Steering Committee members shall consist of the following: two representatives from COMPANY, and one representative from each of the Institutions. One Steering Committee representative shall chair the Steering Committee (hereafter referred to as the "Chairperson") on a rotating annual calendar year basis.

3. The Operational Committee shall be responsible for the operations and day-to-day running of the collaboration, supporting the Project Teams, and advising the Steering Committee on decisions with operational impact.

4. After the approval of a Project Proposal by the Steering Committee, the Operational Committee will establish a Project Team. The Project Team shall be responsible for managing the performance and delivery of the Project in accordance with the Project Agreement and Project Plan.

7. Individual projects under Collaboration Agreement

As previously discussed, framework collaboration agreement set up allows parties to the collaboration to identify specific areas of interest as they emerge and execute specific project agreements under the Collaboration Agreement.
In the Collaboration agreement, types of such possible projects and required content of such Project agreements can be already envisaged.
Specific Project Agreements would therefore include project specifics such as project plan with associated budget, deliverables and contributions within set time-frame while referencing all other otherwise needed clauses of the agreement to those of Collaboration Agreement.

Example:

1.From time to time one or more Parties may identify particular areas of research that is of interest to them, which could form the subject matter of a Project.

2.To facilitate the efficient creation of Projects, Parties shall create a Project under a set of Project Types including:

Project Type 1 – COMPANY Initiated and COMPANY Proprietary Project;
Project Type 2 – Collaborative Project;
Project Type 3 – External Funding Project;
Or as otherwise specified under a Project Agreement.

3.In the event that any Party wishes to pursue a Project with any other Party/Parties, they shall agree on a Project Type and execute a definitive Project Agreement specifying whether it is a Project Type 1, a Project Type 2, or a Project Type 3, prior to initiating any activity, unless agreed differently under a specific Project Agreement.

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4.Each Project Agreement shall consist of such additional terms and conditions as are agreed between the Project Parties. Such additional terms shall include:

i. the scope of work
ii. the time-frame for the performance of the Project
iii. the contributions to be made by the Project Parties in terms of personnel, financial compensation, funding, and access to facilities and laboratory use materials, equipment, and Background;
iv. Go/no-go decision moments in the Project Plan;
v. The specifics of the Project Plan
vi. The deliverables under the Project.

5. All Parties agree that no Project Party shall commence any work on any Project until and unless a formal Project Agreement has been executed by the involved Project Parties thereto.

6. The Project Parties agree that each Project Agreement shall constitute a separate and individual contract between the Project Parties to the relevant Project but that the terms and conditions of this CA shall be incorporated into, form part of and govern all Project Agreements.

7. An individual Party may decide to refrain from participating to a Project.

8. Subcontracting

It is very often the case that the performance of specific projects will require some involvement of the third parties (third party meaning any other party besides the contracting parties and their affiliates). This is usually the case when a contracting party cannot perform the complete work or service under the project without subcontracting a part of it to a third-party subcontractor. The use of subcontractors is usually subject to a prior written consent of the other parties to the project and a contracting party using subcontractors takes the responsibility for the acts and omissions of the subcontractor as if it performed such work or service itself. It is common and advised for a party using a subcontractor to put in place a separate subcontracting agreement between itself and a subcontractor with the clear obligations to be honoured and liabilities in case of non-performance or malperformance.

Example:

1. A Party may subcontract all or any part of the work to be undertaken by it pursuant to any project to its Affiliates. A Party may subcontract to a Third Party (a "Subcontractor") all or any part of the work to be undertaken by it pursuant to any project with the prior written consent of the other Party(ies) to the project. The work performed by a Subcontractor shall be at the risk of the Party subcontracting (that part of) the work.

2. Subcontracting shall be permitted on the condition that:

a.) it shall not in any way affect the rights and benefits conferred on any Party under this CA or under an applicable project agreement;
b.) any Subcontractor shall be bound by confidentiality undertakings in a similar (but in any event in a no less onerous) form to the obligations set forth in this CA in the event that any other Party's Confidential Information is to be disclosed to any Subcontractor;
c.) each Party shall be responsible for all acts and omissions of its Subcontractors in respect of the subcontracted works in all aspects as if the said work had been conducted by the subcontracting Party itself.

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9. Intellectual Property (IP)

The nature of IP arrangements varies across different public–private collaborations. For example, in some cases, IP is negotiated on a case-by-case project basis. In other cases, all parties agree to implement intellectual property on the lines of pre-negotiated principles or all IP rights may be fixed at the start. The way intellectual property is handled in the collaboration is of key importance and provides an important reason for partners to participate or not.
Several aspects should be carefully addressed such as: ownership and (use) rights of the intellectual property which existed prior to the collaboration ("Background"); ownership and (use) rights for IP generated as a result of the collaboration ("Foreground"); rights of the parties with regard to improvements to the technology/Background that may arise from the collaboration and who will be responsible for the handling of applications for the registration of intellectual property (where applicable).

If the intention of the parties is to share the data and resources without intellectual property rights, rights of access and use rights should still be defined and formalized.

Example:

1. This Agreement does not affect the ownership of any Background. The Background will remain the property of the Party which contributed them to the project (or its licensors). No licence to use any Background is granted or implied by this CA except the rights expressly set out in this CA.

2. Each Project Party grants to the other Project Parties, a royalty-free, non-assignable, non-exclusive right and license (with the right to grant sub-licenses for the purposes of sub-contracting) to use the Background for the duration of the relevant Project and solely and exclusively for the purpose of conducting the project plan of the relevant project and for no other purposes whatsoever.

3.To facilitate Projects in a more efficient way, Parties define a set of Project Types as defined hereinafter. Parties may choose to deviate under specific projects from these types and will define project specific timelines, budget and Intellectual Property Rights regimes:

3.1. **Project Type 1** is a type of sponsored research Project which will be **initiated and fully financed by COMPANY** with a direct involvement and contribution by COMPANY. The outcome is regarded by COMPANY as important to its business:

i.) The research is result orientated with relating milestones and payments by COMPANY as defined in the Project Agreement:
ii.) COMPANY provides proprietary materials and/or compounds;
iii.) Institutions perform the research;
iv.) COMPANY will own all Foreground arising from the performance of Type 1, however the Institutions involved will have the right to use the Foreground for education and non-commercial research purposes;
v.) If for any specific Type 1 project, because of the particular work proposed, it is envisaged that Foreground will include improvements to the Background of Institution(s) and improvements to Background of COMPANY, the Project Agreement for such a Type 1 Project may specify a subject-matter based split of the ownership of the Foreground, to be negotiated between the Project Parties to ensure that improvements of Background of Institution(s) are owned by the respective Institution(s) and that the Background of COMPANY is owned by COMPANY;

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vi.) COMPANY will make payments under market conditions for the initiated research based upon the pre-defined rates and budget under a Project Agreement;
vii.) The Project Parties shall provide necessary input on Background for the purpose of the research and the use of generated outcomes;
viii.) Institutions may publish following the Publication policy under Article__ on Publication.

3.2. **Project Type 2** is a type of Project which will be initiated by a researcher or a group of researchers from Institution(s) only, or with COMPANY jointly:

i.) Project Type 2 is a **collaborative type of Project** where the participating Institutions and COMPANY jointly define the research Project and their respective input in terms of people and monetary contribution;
ii.) This model is investigator initiated and submitted by a researcher or researchers. The research is merely research and scientifically motivated;
iii.) COMPANY has an option to receive a non-exclusive or exclusive license (as it may so decide) to the Foreground arising from the performance of a Type 2 Project to be negotiated and agreed upon between the relevant Parties in good faith;
iv.) Ownership of Foreground arising from the performance of Type 2 Project is defined by inventorship;
v.) If for any specific Type 2 project, because of the particular work proposed, it is envisaged that Foreground will include improvements to the Background of COMPANY, the Project Agreement for such a Type 2 project may specify a subject-matter based split of the ownership of the Foreground, to be negotiated between the Project Parties;
vi.) If, to the reasonable opinion of the relevant Parties a license to Background of a Party is needed for the use of another Party's Foreground, the terms of such license will be negotiated in good faith between such relevant Parties provided that the owner of such Background shall not be required to grant such license if, in its reasonable opinion, it determines that the grant of such license would create or potentially would create prior art or if it has other valid reasons for withholding such license.
vii.) Background remains the ownership of the Party supplying it for use in a Type 2 Project, allowing access to the other Parties for the purpose of the research;
viii.) Publications and disseminations have to follow the approval procedure under Article __on Publication;

3.3. **Project Type 3** is a type of Project which will be initiated by one or more Parties **with a direct involvement of external funding** and/or in collaboration with Third Parties:

i.) Project Type 3 is a **collaborative type** of Project where Parties jointly define the research Project and their respective input in terms of personnel and monetary contribution;
ii.) This type of Project is scientifically driven and designed by one or more researchers;
iii.) The research and the needed Background is supported by Institutions and COMPANY and will be defined based upon need;
iv.) **Financing of the Project may come from grants or research funding may be sought from national or international funding bodies.** It may be an advantage that COMPANY formally supports a grant application;
v.) COMPANY has an option to receive a non-exclusive or exclusive license (as it may so decide) to the Foreground arising from the performance of a Type 3 Project to be negotiated and agreed upon between the relevant Parties in good faith, however any provisions of a funding body prevail;
vi.) Ownership of Foreground will be determined by inventorship;
vii.) If for any specific Type 3 Project, because of the particular work proposed, it is envisaged that Foreground will include improvements to the Background of COMPANY, the Project Agreement for such a Type 3 project may specify a subject-matter based split of the ownership of the Foreground IP, to be negotiated between the Project Parties and subject to the terms of any grant agreement with a funding body.

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viii.) Transfer of ownership of Foreground will be agreed upon in advance and set out in the relevant Project Agreement, however adhering to the rules by a grant body;
ix.) Publications and disseminations have to follow the procedure and rules of funding/grant body, or, if no such special funding/grant requirements in place, following Article __ on Publication;

4. For Project Type 1 all Foreground shall be the sole and exclusive property of COMPANY. In order to accomplish the foregoing and so far, as necessary, the Institutions (or its researchers, as applicable) shall assign the Foreground concerning the Projects Type 1 to COMPANY and shall provide all assistance and execute all deeds to accomplish an unencumbered assignment of such Foreground to COMPANY. COMPANY shall have the unlimited right to use such Foreground for all purposes including but not limited to all commercial purposes.

For Project Type 2 and Project Type 3 (subject to the terms of any grant agreement with a funding body) all rights, title and interests to the Institution Foreground shall be solely owned by the relevant Party (or its researchers, as applicable) which invented or created the same or if jointly invented or created by those Parties jointly as joint owners.

5. For Project Type 2 and Project Type 3 (subject to the terms of any grant agreement with a funding body) each Institution (or its researchers, as applicable) involved in such Project agrees to grant to COMPANY, a royalty-free, non-assignable, non-exclusive right and license with the right to grant sub-licenses for the purposes of subcontracting to use the Foreground resulting from such Projects, as applicable, for research and development purposes. For Project Types 1, 2, 3 (subject to the terms of any grant agreement with a funding body), COMPANY agrees to grant to the other Project Parties involved in such Projects, a royalty-free, non-assignable, non-exclusive right and license to use the COMPANY Foreground or Joint Foreground resulting from such Projects, as applicable, for internal teaching and research purposes.

6. To the extent needed, Institutions will ensure that third party researchers have assigned Foreground to their Institution (including making a prospective assignment where appropriate) at no cost to COMPANY.

7. COMPANY at its sole discretion and at its sole costs shall be responsible for the handling of all applications for the registration of Patents, designs and copyrights (where applicable) for the protection of Foreground for Project Type 1.

8. The relevant Institution at its sole discretion and at its sole costs shall be responsible for the handling of all applications for the registration of Patents, designs and copyrights (where applicable) for the protection of the Institution Foreground for Project Type 2 and Project Type 3.

10.Confidentiality

The Collaboration Agreement should set out the conditions under which the parties may disclose or use secret or confidential information associated with the collaboration and pertaining projects. It is important to define what is to be considered as confidential information, confidentiality obligations (including their scope and duration) and permitted exceptions.
The above should not however interfere with the requirement of research institutions to ensure freedom to publish research results and this should be ensured by appropriate clauses elsewhere in the Collaboration Agreement (usually under the Publication clause).
By the time negotiations on Collaboration Agreement text start, parties most probably already signed certain non-disclosure/confidentiality agreement (NDA/CDA) preceding collaboration agreement (CA) in order to protect the confidential content of initial discussions. Confidentiality clause of the Collaboration agreement will supersede such NDA/CDA unless parties agree in the Collaboration

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Agreement that their confidentiality obligations will remain to be governed by the concluded NDA/CDA (less likely option).
For specific projects under the Collaboration Agreement, Parties may decide to conclude additional confidentiality agreements (additional to Collaboration Agreement confidentiality clause).

Example:

1. Parties entered into a non-disclosure agreement dated_____ (hereinafter "NDA"). This confidentiality clause supersedes the NDA, as where for specific cases of disclosure Parties still may opt to conclude a confidentiality agreement.

2.Parties agree that all information supplied by one Party to one or more Parties and (i) which is marked as "Confidential" at disclosure or, in case of oral information, is confirmed in writing to be "Confidential" within 14 days from disclosure or (ii) of which a Party reasonably should understand the confidential nature thereof from the circumstances apparent at the time of disclosure, is confidential (Confidential Information) and all Parties are obliged to keep such Confidential Information confidential. Each Party will allow the other Parties access to such information as is reasonably necessary or desirable to collaborate with each other. Each Party will in good faith use reasonable endeavours to ensure that the information provided to the other is accurate and not misleading;

3.The transfer of Confidential Information shall not be construed as a grant of any right or license with respect to the Confidential Information delivered except as set forth herein or in a duly executed license agreement.

4.The receiving Party agrees to use the Confidential Information of the disclosing Party solely for the purposes of this CA and/or the purpose of the relevant project agreement(s) as the case may be.

5.The receiving Party agrees that all Confidential Information communicated in connection with this CA as well as the Steering Committee's activities, discussions, deliberations and considerations shall be kept confidential by the receiving Party unless a specific written release is obtained from the disclosing Party. The receiving Party agrees to make Confidential Information it receives available only to those employees, servants, agents, consultants, contractors and students who require access to it in the performance of this CA and any Project Agreement or to its stakeholders and/or funding agencies for reporting purposes. The receiving Party shall exert reasonable efforts, no less than the protection given to its own confidential information, to maintain such Confidential Information in confidence.

6.This obligation of confidentiality on the receiving Party shall continue to survive for a period five (5) years from the expiration/termination date of each specific project agreement.

It is agreed that (a) Part(y)(ies) have no obligation of confidentiality if the Confidential Information:

a) was generally available to the public at the time of disclosure, or information which becomes available to the public after disclosure by the disclosing Party other than through fault (whether by action or inaction) of the receiving Party,
b) can be shown by written records to have been already known to the receiving Party prior to its receipt from the disclosing Party,
c) is obtained at any time lawfully from a Third Party under circumstances permitting its use or disclosure,
d) is developed independently by the receiving Party as evidenced by written records other than through knowledge of Confidential Information,
e) is required to be disclosed by the receiving Party to comply with applicable laws, a court or administrative order providing the Receiving Party as far as legally possible, furnishes prompt notice

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(where possible under applicable law), in no event less than three (3) days, to the Disclosing Party to enable it to resist such disclosure, or

f) is approved in writing by the Disclosing Party for release by the Receiving Party.

11. Publication

While research institutions' interest is mainly focused on disclosing research results and new scientific and technical knowledge through publications, private companies' focus lies in commercialising the resulting innovation and protecting research results through patents and trade secrets.
In case collaboration results in a patentable material, it is usual to agree on certain periods during which publication will be withheld to allow review of the proposed publication material and removal of the confidential information and/or to allow a patent application to be filed. This period is typically up to maximum three (3) months. As financing of the project may come from grants or research funding may be sought from national or international funding bodies, in such cases publications and disseminations have to follow the rules and procedure of such grants and/or funding bodies.

Example:

1.In general the Parties encourage publication of work arising from the projects and commit not to unreasonably block or delay publication for reasons other than those specified below. The Parties agree to reasonably collaborate to maximize the scientific impact of Publications.

2.Any Party may publish or otherwise publicly disclose any information it has gained in the course of a Project Type 2 or Project Type 3, provided that it follows commonly accepted principles hereunder which affords the other Project Parties a reasonable opportunity to review and propose the removal of its Confidential Information from the Publication and/or a delay of publication to protect patentable subject matter from the Publication. Delay of publication for review of papers shall be no more than thirty (30) days, and for abstracts it shall be fourteen (14) days. An extension of such delay period shall be acceptable for up to maximum sixty (60) days in order to remove Confidential Information and/or allow a patent application to be filed.

3.In order to ensure that COMPANY will be able to make comments and suggestions where pertinent, a proposed Publication related to a Project Type 1 shall be submitted to COMPANY for review at least sixty (60) days prior to submission for Publication. Comments and/or suggestions for amendments shall be notified by COMPANY to the Party or Parties proposing to publish within sixty (60) days upon of receipt of the proposed Publication. COMPANY shall be entitled to make a reasoned request to the Party or Parties proposing to publish that the proposed submission for Publication be delayed for a period of up to ninety (90) days from the date of first submission to COMPANY in order to enable COMPANY to take steps to protect its Confidential Information and/or COMPANY Foreground. If this request is notified within the term indicated above, the Party or Parties proposing to publish will delay the proposed disclosure for a period not exceeding ninety (90) days from the date of first submission to COMPANY. COMPANY may however, within the above mentioned ninety (90) day period for comments and/or suggestions, instead of requesting a delay of publication, at its own discretion, request that COMPANY's Confidential Information and/or COMPANY Foreground (however, not including such Foreground that has been transferred to COMPANY under the relevant Project from the Party or Parties proposing to Publish) be deleted from the intended Publication, whereby such COMPANY Confidential Information and/or COMPANY Foreground shall be removed. For the avoidance of doubt, COMPANY's right to have the Publication delayed for protection of Foreground shall not cease in such case.

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12. Entering into force or Effective Date of the agreement

Entering into force or Effective Date of the agreement can be either specified as a precise date in the agreement or referenced to be considered as a date when the last party to the agreement signed the agreement (in this case it is important to remember to insert the dates with the signatures).

Example:

1. This CA will enter into force on *dd/mm/year*; or

2. This CA will become effective when signed by all parties; or

3. This CA shall enter into force on the date of the last signature to it.

13. Term of the Agreement and Termination

The term of agreement can be indefinite (less likely in practice) or definite (in most cases). The initial term of the agreement is usually set in X years counted from the entering of the agreement into force (Effective Date- see point 12. above).
Depending on the scenario, agreement with definite term (i.e. 4 years from the Effective Date) will expire on the known date while in case of indefinite term of the agreement - agreement will terminate by notice of a one party to another party/ies.
Renewal of the agreement in case parties wish to prolong the collaboration can be set as automatic renewal or renewal subject to decision off the parties prior to expiration date of the agreement (non-automatic renewal).
Besides above, termination of the agreement can be associated with a number of possible events that can be numbered in agreement itself such as earlier termination by mutual consent or termination due to the non-cured breach, bankruptcy etc.)

Example:

1.This CA shall be effective as of the Effective Date and, remain in force and effect for an initial period of _____ (_) years (the "Initial Period").
A formal review of the collaboration under this CA will take place six (6) months before the end of the Initial Period. If this formal review results in a decision to extend this CA beyond the initial period, the CA may be extended by up to ___ (_) years. Such an extension shall be effected by a written amendment to this CA to be signed by all Parties. For the avoidance of doubt, none of the Parties shall be bound by any obligation to join such extension of this CA.

2.This CA may be terminated by written consent of all the Parties.

3.Without prejudice to the right of a Party to withdraw from the CA under clause 4. below, a Party may terminate the Project Agreement and/or this CA in respect of a Party (hereinafter the "Terminated Party") with immediate effect and without any further notice or compensation by any other Party in the event:
a) the Terminated Party is in material default of the performance of its obligations under this CA and fails to remedy such failure within sixty (60) days after written notice thereof or the default cannot be

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remedied as stated in such written notice in which case the date of termination shall be the date of the written notice; or

b) the Terminated Party incurs an insolvency event; provided, however, in the case of any involuntary bankruptcy proceeding, such right to terminate shall only become effective if the Party that incurs the Insolvency event consents to the involuntary bankruptcy or such proceeding is not dismissed within ninety (90) days after the filing thereof.

4.A Party may withdraw from this CA at any time and for any reason (the Withdrawing Party) by giving the other Parties ninety (90) days' prior written notice, in which case the Withdrawing Party shall be deemed to no longer be a Party to this CA from the end of the ninety (90) day notice period.

5. The withdrawal of a Withdrawing Party or a Terminated Party from this CA will neither affect the validity and continuity of this CA by the other Parties, nor any on-going Project Agreement established under it prior to such withdrawal. The terms and conditions of this CA shall continue to apply, unchanged to Project Agreements still in existence at the date of the withdrawal of the Withdrawing Party or the Terminated Party as if this CA had not been terminated, unless Parties agree to terminate a Project.

6. In the event that COMPANY terminates a Project Agreement to which it is a Party, in application of paragraphs 3 and 4 of this Article, COMPANY shall pay:

a) all amounts due under that Project Agreement up to the date of termination in respect of work done;

b) all un-cancellable documented Project related costs. This includes the salary costs of staff that is specifically hired for the Project under the terminated Project Agreement and which cannot be cancelled;

7.The termination of a Project Agreement in accordance with the termination rights specified therein and/or of this CA shall have no effect on any rights and licenses with respect to COMPANY Foreground, Institution Foreground and/or Joint Foreground granted by a Project Party to the other Project Parties prior to the dated of termination of a Project Agreement and/or the CA.

8. No Party terminating the CA and/or a Project Agreement in accordance with the termination rights specified therein, shall have any right, title whatsoever with regard to any Foreground to the related Projects which is generated after the date of termination of the relevant agreement. The Party terminating the CA, or a Project Agreement grants a non-exclusive license to its Background and Foreground which has already been generated and/or used in the Project Agreement solely for the purpose of allowing the continuation of and use in a Project which have already been initiated.

14. Warranty/ Liability/ Indemnity

Warranty/liability/indemnity clause (sometimes referred to simply as a liability clause) is the section in the agreement that specifies the damages that one party will be obligated to provide to the other under the terms and conditions stipulated in the agreement. Generally, it covers who is liable for what and level of damages if something goes wrong (compensation for failure to perform). The liability clauses may vary considerably depending on the scope, field, nature and other components of the collaboration. Also, when limiting liability, it should be checked whether the applicable national law allows liability to be limited in the way envisaged. In many countries, for instance, excluding liability for fraud or willful misconduct is not allowed. Because a limitation of liability clause typically favors whichever party drafted the agreement, it's particularly important to negotiate that part of the

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agreement after careful consideration and consult a lawyer if you're having a tough time untangling the terms and their implications.

Example:

1.Each Party represents and warrants that it has the right to enter into this CA.

2. Each Party shall indemnify and hold harmless the other Party and its directors, officers, employees and affiliates from and against all claims and damages (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of indemnifying Party.

3.Parties are not liable towards each other for any claims, costs or damages that may result, directly or indirectly out of the performed activities under the CA or Projects, unless and to the extent that damage is caused by gross fault and/or due to wilful misconduct by a Party. Parties shall in no case be liable, towards the other Parties, for any indirect, incidental or consequential damages (including without limitation, lost business or profits, loss of data or loss of use of equipment, loss of goodwill, loss of use, loss of production or business interruption costs).

4. Nothing in this CA limits or excludes any Party's liability under Projects for: (i) death or personal injury; or (ii) any fraud or for any sort of liability that, by law, cannot be limited or excluded.

5.The foregoing representations and warranties are in lieu of all other representations and warranties not expressly set forth herein. Institutions and company disclaim all other warranties, whether express or implied, with respect to each of their research, development and commercialization efforts hereunder, including, without limitation, whether the products can be successfully developed or marketed, the accuracy, performance, utility, reliability, technological or commercial value, comprehensiveness, merchantability or fitness for any particular purpose whatsoever of the products.

15. Governing law

This clause sets forth which jurisdiction's law will govern the interpretation of the contract and where a party can bring a claim under the contract.
This clause is intended for the parties to the CA to negotiate in advance which jurisdiction and law shall be applicable in case of disputes between the Parties arise under the CA. In case of both parties existing and incorporated under the law of the same country this is fairly easy as there is only one law and system in question. In case of parties incorporated in different countries and legal regimes, there will be negotiations about the governing law and each party will lobby for the law of its own country.
In these cases, it might be useful to agree on a ***law of a third/neutral country.*** In choosing third/neutral country law, it is advisable to agree on a law and a system which is fairly similar to the party's own law. Other possibility is choosing a ***law of the defendant party*** as governing law in which case the party which is in breach of the agreement and sued by the other party is able to defend itself under its own legal system.

As for the jurisdiction- there are few options, but the two most common ones are choosing either choosing courts or arbitration.

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Example:

(a) This Agreement is subject to ……. law excluding its conflict of law provisions. The Parties shall attempt in good faith to resolve promptly any dispute, arising out of or relating to this Agreement by negotiation.
Any dispute that cannot be settled through negotiations shall be exclusively decided by the competent court in ……. (place). The proceedings shall be conducted in ..... (language).

(b) Should disputes arise over the interpretation or execution of this Agreement, the Parties will try to obtain amicable reconciliation leading to a transaction. Any claim, controversy or dispute arising under this Agreement that cannot be amicably settled shall be governed by and construed in accordance with the laws of the defending Party. Jurisdiction and venue for any dispute arising shall be exclusively in the city where the defending Party is registered/has its statutory seat.

(c) The Parties shall endeavour to resolve all disagreements or difficulties that may arise concerning the implementation of this Agreement without appealing to courts. In case an amicable settlement cannot be reached despite all efforts, the dispute shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be ……. (place/city), ……. (country).
When the contracting parties are located or incorporated in different states (or countries), or when the transaction itself crosses jurisdictional lines, this clause should be reviewed and negotiated to ensure the selected law and forum is appropriate and agreeable.

16. Miscellaneous

Although standard, the so-called "miscellaneous" provisions must not be overlooked while reviewing or drafting a contract. These provisions, although often boilerplate, can have significant implications, so they should be analyzed and adjusted to ensure that its terms are appropriate in light of the particular transaction.

Example clauses

11.1 **Entire Agreement.** This Agreement and Specific Agreements constitute the entire understanding between the Parties relating to the subject matter hereof and supersede all prior understandings with respect hereto

11.2. **Amendments.** The Parties hereto may during the time of this Agreement modify, vary or alter any of its provisions. This Agreement may not be altered, modified or amended except in writing, signed by duly authorized representatives of all Parties.

11.3 **Language.** Language of this Agreement shall be English. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent and no rule of strict construction against either Party shall apply to any term or condition of this Agreement.

11.4. **Headings.** Headings contained in this Agreement are for reference purpose only and shall not be used to construe any provision.

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11.5. **Relationship between Parties.** The relationship between _____, _____ and _____ under this Agreement is that of independent contractors.

11.6. **Waiver.** The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party/ies shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission by either Party/ies in exercising any right that it may have under this Agreement operate as a waiver of any breach or default by the other Party/ies.

11.7. **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall remain in effect and the invalid or unenforceable provision shall be deemed modified to the limited extent required to permit its validity or enforcement in a manner most closely approximating the initial intention of the Parties as expressed by initial provision.

11.8. **Assignment**. Neither Party shall assign or transfer all or any part of its rights and obligations under this Agreement and Specific Agreements without prior written consent of the other Party/ies.

17. Signatures

The signature is the most common way to indicate that parties have read and agreed to an agreement. If the agreement has gone through a number of rounds of negotiations or revisions, it is essential to assure that one is signing the right version and fully understands the terms of the document before its signature.

The Parties have caused this Agreement to be signed in duplicate by their respective authorized representatives:

Date: ……

Signature: _____
Name:
Function:

18. PROJECT AGREEMENT (PA)

As previously discussed, more common type of the Collaboration Agreement is a framework type agreement with a legal structure suitable for execution of multiple, different projects under the pre-negotiated set of clauses. In that way, only specifics of each project such as project plan with budget, contributions, deliverables and timeframe for performance needs to be agreed upon under between

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the parties which steers the process and enables execution of more projects in a shorter time. Specific projects are therefore executed by a way of separate Project Agreements concluded under the Collaboration Agreement. Such are therefore integral part of the Collaboration Agreement and can be attached as appendices to it.

Example:

ANNEX _
to COLLABORATION AGREEMENT (CA)

PROJECT AGREEMENT ON_____

THIS Project Agreement is made and entered into as of the date of the last signature below (the "Effective Date"), by and between the Parties listed below:

Parties

[specific Parties to the Project Agreement to be identified]

Also referred to individually as a" Party**"** or collectively as**" Parties"**.

WHEREAS:
a). Parties agree that they have signed a Collaboration Agreement on [date] _____ (hereinafter "CA") in the field of _____.
b.) This Project Agreement refers to Project Type __ under Article ___ of the CA.

HAVE AGREED AS FOLLOWS

1.Project Type
Following Article ___ of the CA this Project is a _____ [project type] as defined under the Project Plan as attached.

2. Project type terms/Intellectual Property Regime
The terms of Article ___of the CA are valid and are fully applicable.

3. Project Lead Party
Project Lead Party under this Project Agreement shall be_____

4. Project Team

In accordance with CA, the Project Team responsible for the execution of the Project under this Project Agreement shall be comprised of representatives from __and __. The names of the elected members shall be added to this Project Agreement as Appendix 4.

5. Contact details/Notices

[.....]

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6. CA applicability
All (other) clauses of the CA remain unchanged and applicable.

7. Term

This Project Agreement shall be effective as of the Effective Date and remain in force and effect until ……

In witness, whereof, the Parties have executed this Project Agreement as of the Effective Date in [_]-fold.

Signatures

Name:
Title:
Date:

Appendix 1

PROJECT PLAN /PROJECT BUDGET

1.PROJECT DESCRIPTION

[ ]

2.Background/Introduction/Objectives
(Should include background to origin of work/collaboration and objectives – details as necessary can be included).

3. Scope of Work
(A definition/description of the work to be done and the objectives in the project. Can also include methodology, if necessary)

***4.* Contributions to the Project made by the Parties**
(which Party does what and which Party provides what)

5. Deliverables/ Time Frame for performance
(An indication of the Project schedules and milestones, update reports - if any, may be put in a tabulated format for easy reference)

DELIVERABLES	Q1	Q2	Q3	Q4
Objective 1				
Objective 2				
Objective 3				
Progress report				
Technology/Invention Disclosure				
Final Report				

6. Milestones/Go-No-Go decision moments

MILESTONE	Date	Go/No-Go criteria
Milestone 1		
Milestone 2		

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Milestone 3		

7. BUDGET

(Statement of in-kind or existing resources that each party will be putting into the Project)

DELIVERABLES	BUDGET/COSTS/RESOURCES	PARTY 1	PARTY 2
Objective 1			
Objective 2			
Objective 3			
TOTAL			

Appendix 2

Background Know-How

(to be listed)

Appendix 3

Background Patents

(to be listed)

Appendix 4

PROJECT TEAM

(names of members)

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DISCLAIMER: Above examples of clauses provided under each commentary segment of the CA and provided example of Project Agreement under CA are not to be used as a template agreement/s on "as is basis". They need to be adjusted to reflect and encompass the specifics of each collaboration and specific field. This document is therefore aimed to assist those who need to engage in collaboration agreement and/or pertaining project agreement and serves as a guidance on different aspects to be considered.

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6.3 CONFIDENTIALITY AGREEMENT TEMPLATE

CONFIDENTIALITY AGREEMENT

(Hereinafter "Agreement")

THE UNDERSIGNED:

1. …

and

2. (Name), having its office at (address), hereafter referred to as "…";

The foregoing (legal) entities are solely referred to as "Party" and collectively referred to as "Parties".

WHEREAS:

a.) Parties are willing to exchange Information (as defined in article 1 below) in the course of evaluating potentials for collaboration in translational research with;

b.) Parties are willing to receive and use such Information and disclose all results and experiences of the evaluation of such Information to each other;

c.) Parties wish to prevent unauthorised access by third parties to the Information and Parties want to avert misuse of Information and want to prevent any use of Information outside the scope of this Agreement;

d.) Parties will only be entitled to use the Information within the scope of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. Information

"Information" means any and all received information and data of the Parties with regard to the information exchanged during meetings and with regard to potential projects with or through the (established) research infrastructure of …, including any information regarding – non limitative – know how, business information, pricing, business cases, business contacts, information regarding research and development, patents, meetings, internal discussions etc.

2. Confidentiality

1. Any Information disclosed by a Party, in whatever format, shall be deemed confidential if the nature of the information is confidential and of which the other Party reasonably knows or should know that that information is confidential (such as, but not limited to technical, commercial, financial and legal data and information).

2. Each Party is obliged to treat all Information, disclosed by the other Party, in confidence and within the scope of this Agreement and they shall not, without the prior written consent of the other Party, use or disclose the Information to any third party. This obligation will remain in force and effect during the

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term of the Agreement as well as during the period set forth in article 4. Furthermore, Parties shall take all reasonable precautions to prevent the unauthorised disclosure of such Information.

3. Parties may only disclose Information to those employees of Parties, who are actually engaged in the performance of work requiring access to such Information, under the condition that such employees have signed appropriate (labour) agreements requiring them to treat such Information confidentially.

4. The obligation to maintain confidentiality shall not apply to Information for which a Party can prove that the Information:

- had been available to that Party already before this Agreement was signed;
- is or, since this Agreement was signed, has become publicly known, through no fault of the Party involved;
- is developed independently of the received Information;
- is received from third parties and, to the best of knowledge of the receiving Party, has not originated from the other Party;
- is to be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body, provided that each Party shall provide the other Party with prompt notice of such order or related proceeding to afford the other Party an opportunity to intervene and prevent the disclosure.

3. Property

1. The Party disclosing Information retains the title of ownership thereof, including intellectual property rights enclosed in the Information or resulting from the Information.

2. If requested by one Party, the other Party shall promptly deliver to this Party all goods and documents delivered

or made available by this Party, containing or relating to the Information, except for one (1) copy which can only

be used for archival purposes and possible legal proceedings with regard to this Agreement.

4. Effective Date and term of the Agreement

1. This Agreement will come into force and effect from undersigning thereof.

2. The term of this Agreement is one (1) year as of the effective date of this Agreement. The disclosure of Information shall occur within that year. The provisions regarding the confidentiality and the disclosure and use thereof, as set forth in clause 2 and 3 above, shall remain in force for three (3) years as of the expiration date of this Agreement. Article 3.1 will last indefinitely.

5. Law

1. This Agreement shall be interpreted, governed and enforced exclusively in accordance with xxx law.

2. All disputes between the Parties related to this Agreement, are to be instituted by the competent court in xxx.

Agreed and signed in duplicate,

[ ] [ ]

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Name: xxx	Name: xxx
Date: xxx	Date: xxx

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6.4 DATA CONSENT TEMPLATE

Introduction

The European Spallation Source ERIC (ESS), ENRIITC Project Coordinator, takes the privacy rights of individuals very seriously. ESS complies with personal data laws (GDPR) by keeping your personal data up-to-date, protecting your information from loss, misuse, unauthorised access and disclosure by ensuring appropriate technical measures are in place.

1. What personal data will we process?

ESS will process the following personal data from you:

1. Full name;
2. Contact information (e.g.: e-mail, postal address);
3. Employment information (e.g.: affiliation, role & position, country);
4. Any other relevant information you would like to share with us.

2. How will we use your information?

We will use your personal data to comply with conditions of Grant Agreement no. 871112 and establish a sustainable European network of ILOs and ICOs which enables mutual learning, map collaboration potential between research infrastructures and industry, develop and refine strategies and best practices to foster these collaborations, raise awareness among industry for collaboration opportunities at research infrastructure and demonstrate impact, establish relations with various industries operating in different sectors and geographical contexts, and propagate it among their networks to:

- Inform you on future events via e-mail and/or post to exchange practices and trainings;
- Create participants' lists and programs for future events;
- Send newsletters, surveys, documents and relevant information regarding potential future events via e-mail and/or post for knowledge sharing;
- Confirm your attendance in future events with your affiliated organisation;
- Report about the meeting to the European Commission for deliverables (e.g. reports);
- Provide documentation such as signed participants lists, programmes, photographs from events to auditors;
- Disseminate event/project results and communicate about future events on the project website, project partners' websites , social media channels, future events etc.

This includes the use of photographs from the event. We reserve the right to use your personal data in order to fulfil legal, contractual, or similar obligations placed upon ESS.

3. Will my personal data be sent to countries outside the EEA?

No. ESS will not send your personal information outside the European Economic Area (EEA). We will process your data in accordance with the GDPR.

4. Why are we allowed to use your personal data?

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ESS has a legal obligation to comply with Grant Agreement no. 871112.

5. How long is my personal data stored?

Your personal data will be stored in the ESS IT system and in hard copy in a locked filing system for at least five years (36 months of the project duration and up-to 24 months more) after the payment of the balance.

6. Photographs

ESS uses photographs taken during visits to ESS premises or at ESS events to report about events to the European Commission, disseminate project results and communicate about the meeting on the project website, project partners' websites, social media channels, future events etc., and provide evidence to auditors that the event took place. ESS has a legitimate business interest in for the photographs taken in the ENRIITC related events. These photographs will be stored on ESS IT systems for at least five years (36 months of the project duration and up to 24 months more) after the payment of the balance.

7. What rights do I have?

Unless subject to an exception, you have

1. The right to withdraw consent at any time for any reason;
2. The right to request a copy of your personal data held by ESS;
3. The right to request ESS transmit your personal data to another data controller/entity;
4. The right to request ESS correct any personal data if it is found to be inaccurate or out-of-date;
5. The right to request your personal data be erased when it is no longer necessary for ESS to retain such data;
6. The right to request a restriction on further processing when there is a dispute over the accuracy of personal data stored;
7. The right to lodge a complaint with the Swedish Data Protection Authority (SW: Datainspektionen).

8. Who can I contact?

You may submit questions or exercise your rights by e-mail to privacy@ess.eu and enriitc@ess.eu.

9. Who else can I contact?

If you believe there has been a violation of your personal data protection rights, you may email privacy@ess.eu and enriitc@ess.eu to discuss a solution. At any time, you have the right to communicate directly with the Swedish Data Protection Authority (Sw: Datainspektionen) at:

Datainspektionen
Box 8114
104 20 Stockholm
Telefon: 08-657 61 00
E-post: datainspektionen@datainspektionen.se
Fax. 08-652 86 52

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