## LETTER OF AGREEMENT

17IND02 and 17IND12-Consortium
Represented for the purpose of this Letter of Agreement

by the Coordinators

Thomas Wiedenhöfer (17IND02) and Sascha Eichstädt (17IND12)

*Physikalisch-Technische Bundesanstalt*

*Bundesallee 100*

*38116 Braunschweig*

*Germany*

To the Collaborator

[name and full address of the collaborator]

**Concerning Collaboration in the Field of the joint project Stakeholder Advisory Board (SAB)**

Dear [Title + first name + last name],

This LETTER confirms the agreement and the relationship between the 17IND02 Consortium, the 17IND12 Consortium, represented by the respective Coordinators and (Thomas Wiedenhöfer and Sascha Eichstädt), and is detailing the responsibilities of collaboration in the field of the joint project Stakeholder Advisory Board.

The 17IND02 and 17IND12 Consortia and [company/institution], in the following referred to as “Correspondents” shall indicate their agreement by signature of this LETTER, with the arrangement running until 31st May 2021.

The 17IND02-Consortium and the 17IND12-Consortium are conducting the research projects “Communication and validation of smart data in IoT-networks” (SmartCom) and “Metrology for the factory of the future” (Met4FoF) in the frame of the European Metrology Programme for Innovation and Research (EMPIR) as detailed in the Annex 1 of the respective Grant Agreements. EURAMET e. V. is the dedicated implementation structure for EMPIR.

The Collaborator has advised the Consortium that their organisation is also active in the relevant field of research and expressed an interest in collaborating with the Consortium.

The collaboration addressed in this letter is complementary to the 17IND02-Grant Agreement and 17IND12-Grant Agreement between EURAMET and the respective Consortia and shall not be regarded as part of that agreement or vice versa. The Coordinator Thomas Wiedenhöfer is acting as the intermediary between the Collaborator and the 17IND02-Consortium. The Coordinator Sascha Eichstädt is acting as the intermediary between the Collaborator and the 17IND12-Consortium.

# Purpose of Collaboration

The purpose of the collaboration agreed upon herein is to share information, hold joint project meetings and provide advice regarding research aims and the creation of impact.

The expected activities undertaken by the 17IND02-Consortium and the 17IND12-Consortium are to

* Share information about the research aims and results from within the above-mentioned projects with the Collaborator as early as possible;
* Invite the Collaborator to project meetings, workshops and other project-related events.

The expected activities undertaken by the Collaborator are to

* Provide feedback, remarks, suggestions and advice regarding the project research aims based on questions posed to the stakeholder advisory board or directly to the Collaborator;
* Provide support for the creation of impact, for instance in terms of sharing information about the project outcomes and events with your organisation’s network of relevant contacts.

Sharing appropriate information related to the activities in the field of research would have clear benefits for [company/institution] and the project Consortia. Therefore, for the collaboration to be meaningful the Correspondents shall endeavour:

1. to perform and fulfil, promptly, actively and on time, all stated intentions, including in particular the submission of sufficient information to each other to enable meaningful reporting of the collaboration conducted under this Letter.
2. to notify each other promptly of any significant problem and delay likely to affect the intended collaboration and to use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.

The Consortium shall inform the Collaborator on a semi-annual basis in writing about decisions adopted by the Consortium, if any, and about the status of the research programme within the frame of EMPIR specified above.

The Consortium shall upon commencement of the collaboration and also each time its composition changes, automatically inform the Collaborator of such changes. The same shall apply with regards to entities that collaborate with the Consortium in a manner similar to the one agreed upon herein (other collaborators).

Any activities under this LETTER shall be subject to the availability of appropriate funds, personnel and other resources. Each party of this LETTER shall bear the costs it will incur in connection with the implementation of this collaboration.

# Confidentiality

A prerequisite for successful collaborating in the field of research specified above is the sharing of information, including but not limited to written documents, data carriers, drawings, devices and software.

The Correspondents may use any information obtained within the activities conducted pursuant to this Letter for the purpose of this collaboration as specified above and they may not use such information directly for commercial purposes. The providing correspondent retains ownership of the transferred information.

The Correspondents undertake to treat confidentially all information exchanged under this LETTER which is clearly identified as confidential or whose confidential nature is identifiable to the Correspondents. They shall protect such confidential information against the risk of unauthorised disclosure and undertake

* not to use confidential information otherwise than for the purpose for which it was disclosed;
* not to disclose confidential information to any third party without the prior written consent by the disclosing Correspondent;
* to ensure that internal distribution of confidential information shall take place on a strict need-to-know basis; and
* to return to the disclosing Correspondent on demand all confidential information which has been supplied including all copies thereof.

The confidentiality and non-use provisions shall not apply to any confidential information which:

* + - is already known to the receiving Correspondent at the time of receipt, or becomes known to the receiving Correspondent at a later point in time otherwise than through default on the part of the receiving correspondent;
		- is or becomes public knowledge otherwise than through default on the part of the receiving Correspondent;
		- must be disclosed by the receiving Correspondent pursuant to a legal obligation;
		- is no longer confidential as subsequently informed by the disclosing correspondent to the recipient.

Notwithstanding the foregoing, any Correspondent may disclose confidential information to EURAMET, the EURAMET Management Support Unit (MSU), and the European Commission insofar as needed for the proper carrying out of the contractual obligations in respect of EMPIR, and provided that the relevant recipient is in turn bound by at least equivalent obligations concerning the use and confidential treatment of such information.

The provisions regarding confidentiality shall terminate three years after the termination of the 17IND02-project and the 17IND12-project.

# Use of Results

If any results or findings capable of being protected are generated within the scope of the collaboration between the Correspondents in the field of research specified above, the use, the application for protective rights and the exploitation shall be settled in the individual case and by mutual written agreement between the 17IND02-Consortium, the 17IND12-Consortium and the respective Collaborators.

The Correspondents agree to respect their individual Intellectual Property Rights.

# Publications

Publications are to be agreed in writing whenever it is based on intellectual property of or other specific input from the Collaborator, and the research collaboration is to be clearly referred to. The agreement shall not be unreasonably denied.

# General obligations

The Collaborator agrees that EURAMET or anyone acting on EURAMET’s behalf may contact the Collaborator to gather information about the experiences of involvement in the collaboration and any benefits the organisation has gained.

The relationship between the 17IND02-Consortium, the 17IND12-Consortium and the Collaborator established by this Letter is that of independent collaborators. This LETTER does not create a partnership or agency between the Correspondents.

Either the 17IND02-Consortium, the 17IND12-Consortium or the Collaborator may terminate this collaboration at any time upon written notice to the other. Activities in progress on the date of such written notice may proceed to completion. In the event of termination, the Correspondents shall remain bound by the provisions regarding confidentiality with respect to any information obtained.

The 17IND02-Consortium and the 17IND12-Consortium, including their respective Coordinator shall not be liable to the Collaborator and vice versa for damages caused in the scope of the collaboration unless such damages are caused intentionally or by gross negligence.

Yours sincerely,

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|  |  |  |
| Place & Date |  | Signature of the 17IND02-Coordinator(Thomas Wiedenhöfer) |

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| Place & Date |  | Signature of the 17IND12-Coordinator(Dr. Sascha Eichstädt) |

The foregoing is accepted by [first name + last name] ([companie’s/institution’s abbreviation]) and therefore in this reply I confirm that this Letter constitutes the mutual acceptance of the provisions of the foregoing.

Yours sincerely,

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| --- | --- | --- |
|  |  |  |
| Place & Date |  | Signature of the Collaborator[title + first name + last name] |