**Sub-project Consortium Agreement Template**

***WARNING:***

***This document does not have to be uploaded with your submitted Sub-project proposal. It will be requested if your Sub-project is selected.***

**BETWEEN THE UNDERSIGNED:**

The Company [corporate form, name] with a capital of \_\_ euros, registered in the Commercial

Trade and Companies Registry of [City ] under the number \_\_\_, whose home office is located in [address], represented by [Name,Position].

**HEREINAFTER REFERRED TO AS “THE LEADER”**

**AND:**

The Company [corporate form, name] with a capital of \_\_ euros, registered in the Commercial

Trade and Companies Registry of [City ] under the number \_\_\_, whose home office is located in [address], represented by [Name, Position].

**HEREINAFTER REFERRED TO AS “THE PARTNER”**

**AND:**

The Company [corporate form, name] with a capital of \_\_ euros, registered in the Commercial

Trade and Companies Registry of [City ] under the number \_\_\_, whose home office is located in [address], represented by [ Name,Position].

**HEREINAFTER REFERRED TO AS “THE PARTNER”**

**Hereinafter collectively referred to as "the Partners" and individually as "the Partner".**

# PREAMBLE

1.1

The Partners have agreed to set up a collaborative Sub-project called (name of your Sub-project), labelled/undergoing labelling within the framework of the competitiveness clusters, in order to jointly carry out a research and development program/relating to the study of digital tools delivering prevention, prediction and remote care through a resilient EU value network to reduce health system stressors in a post-COVID world, as detailed in this present Agreement (hereinafter "the Sub-project").

1.2

The Partners have organised the Sub-project in [x] main steps:

*Step 1: Specifications*

*Step 2: Theory, design and implementation*

*Step 3: Tests*

*Step 4: Performance evaluation*

*Step 5: Specifications for expansion to other applications.*

These steps are not mandatory and are provided as an example.

1.3

The detailed description of the Sub-project is included in Annex 1 of this Agreement. The Partners each have proven experience and skills that may be used in the relevant field of the Sub-project.

The following table summarises the respective contributions of the Partners to the Sub-project and the counterparts expected by each Partner:

|  |  |  |
| --- | --- | --- |
| PARTNER | CONTRIBUTION | EXPECTED COUNTERPART |
|  |  |  |
|  |  |  |
|  |  |  |

**It was thus agreed and determined as follows:**

# DEFINITIONS

In the sense of this Agreement, the terms used with a first capital letter, whether it is singular or plural, shall have the respective meanings, found in Annex 5 (Definitions).

The term “**Agreement**” shall refer to the present contract and its annexes.

* Annex 1: Description of the Sub-project and the Partners' Contributions;
* Annex 2: Personal knowledge;
* Annex 3: Financial Annex;
* Annex 4: Areas of application considered by the Partners;
* Annex 5: Definitions

As well as any possible amendment. In case of contradiction between this Agreement and its annexes, this Agreement shall prevail.

The Agreement also includes the following documents, each signed by the Parties: Non-Disclosure Agreement, Declaration of Honour.

# OBJECT AND NATURE OF THE AGREEMENT

Between partners selected in the framework of DIGIT-PRE Open Call to become beneficiaries of personalised support in the development of a digital solution answering to a health challenge concerning prevention, prediction or remote care and especially:

* To determine their rights and obligations related to the execution of the Sub-project;
* To determine the rules of devolution of the Intellectual Property rights over the New Knowledge and their exploitation;
* To ensure proper Sub-project governance;
* To determine the conditions of access and use of the New Knowledge;

Nothing in the Agreement may be interpreted as constituting a legal entity of any kind between the Partners, nor implying any solidarity between the Partners. The Partners declare that the Agreement may in no way be interpreted or considered as constituting a company act, affectio societatis being expressly excluded.

No Partner shall have the power to bind the other Partners or to create obligations for the other Partners, other than the leader, solely within the framework of the mission entrusted to it and within the limits of the rights conferred on it hereunder.

# DURATION

This Agreement will be in force from the date of the signature (Date) with a retroactive effect from \_\_\_\_\_\_\_\_\_\_\_.

This Agreement is made in accordance with the duration of the Sub-project and shall end when all Partners realize their whole Contributions, in accordance with the description of the Sub-project in Annex 1 of this Agreement. However, it may be extended after agreement by each of the Partners by means of an amendment signed by the Partners.

Regardless, the end of this Agreement, for any reason, the Partners will stay bound to the terms of clauses “Intellectual Property over Personal Knowledge”, “Intellectual Property over New Knowledge”, “Trademarks and other distinctive signs”, “Confidentiality” and “Publications and communications” in relation to their own duration.

# GOVERNANCE OF THE CONSORTIUM THROUGH THE LEADER

The Sub-project Leader is chosen following a common agreement between the Partners.

The leader oversees:

* Being the intermediary between the Partners;
* Ensuring communication between the Partners, especially the information exchanges related to the Personal and New Knowledge;
* Coordinating the action of the Partners for the execution of the Sub-project, especially by establishing, diffusing, and updating the general schedule of the Sub-project and controlling its execution.
* Ensuring the following of the evolution of the realization of the Contributions;
* Draft and circulate minutes, keep records of the minutes, and generally provide the secretariat for the Sub-project.
* Maintaining the list of Personal Knowledge, collect requests for its update from Partners

The leader is also responsible for having any Partner joining the Consortium during the execution of the Agreement sign an amendment to the Agreement, by which (s)he ratifies it, in accordance with the provisions of the article "Entry of a new Partner" in the Agreement.

The leader is not authorized to act beyond the scope of its mission, as defined in the Agreement. Nor is he/she authorized to make any commitment in the name and on behalf of any or all of the Partners without their prior authorization.

In order to allow the leader to realize this mission, each Partner will have to:

* Let the Leader know the state of evolution of its contribution;
* Tell the Leader as soon as possible about any difficulty that may compromise the normal execution of the Sub-project;
* Deliver, in accordance with the leader’s request, every necessary element to the establishment of periodical technical reports.

# PARTNER’S COMMITMENTS

## EXECUTION OF THE SUB-PROJECT

The Partners undertake to make their Contributions to the Sub-project, as set out in the description of the Sub-project in Annex 1. These Contributions may, if necessary, be modified during the Sub-project. Any modification of the Contributions will give rise to the signature of an amendment attached to the Agreement.

The Partners also undertake to set up a traceability system for their work on the Contributions.

In general, the Partners undertake to make their best efforts to implement all the means necessary for the completion of their Contributions within the allotted time.

It is expressly agreed between the Partners that this Agreement constitutes a best-efforts obligation, and not an obligation to achieve a particular result.

The presence of staff from one of the Partners on the premises of another Partner, for the purposes of carrying out the Sub-project, shall be subject to the following conditions:

* the presence of staff must be subject to prior written agreement by the hosting Partner, it being understood that this agreement will only be given according to the dates of availability on the host site and that all costs relating to this travel will be borne by the Partner employing the staff, unless expressly agreed otherwise;
* the said personnel must respect the internal regulations as well as all the general or specific health and safety rules in force at their host site, which will be communicated to them by the hosting Partner, prior to their arrival;
* in any case, the hosted staff will remain under the hierarchical and disciplinary authority of their employer, who also remains responsible for their insurance and social cover.

## DECLARATIONS

Each Partner declares having all necessary rights over its Personal Knowledge, in order to communicate them and give access to the other Partners, in accordance with the provisions of the present Agreement, under the limitations in Annex 2.

# LIABILITY - INSURANCE

Each Partner shall be liable only for the Contributions it makes. Each Partner may only be held liable under the Agreement for the harmful consequences resulting from a proven contractual breach committed in or during the performance of the Agreement, up to an amount equal to [see Annex 3].

By mutual agreement, the Partners agree that they shall only be liable for the consequences of direct, certain and personal damage. Compensation for indirect damage is excluded. In this context, the Partners agree that the following are indirect damages: loss of profits, turnover, margins, income, loss of orders, customers, operations, commercial actions, or damage to the brand image or action of third parties. This limitation of liability shall apply except in the event of negligence or fraud or a proven breach of the obligation of confidentiality set out in the Agreement. No liability shall be incurred by the Partners in the event of non-performance or delay in performance of any obligation arising from the Agreement, if such non-performance or delay results from an event of force majeure, as referred to in Article 8.

Each Partner is liable, according to the common law conditions, for damages made to third persons by its own fault.

Each Partner shall be responsible for the coverage of its staff in accordance with the applicable legislation in the field of social security, the occupational accident and disease scheme to which it is subject and shall carry out the formalities required of it. Each Partner is liable for damages of any kind caused by its personnel to the personnel of any other Partner.

Each Partner is liable, under the conditions of common law, for damages caused to the property of another Partner as a result of or in connection with the execution of the Sub-project.

The Partners acknowledge that Personal Knowledge, New Knowledge, Confidential Information and any other information provided by one Partner to another Partner during the performance of the Agreement is provided on an "as is" basis without warranty of any kind. Such Personal Knowledge, New Knowledge and other information shall be used by the Partners in the performance of the Agreement at their sole cost, risk and expense and accordingly, none of the Partners shall have any recourse against any other Partner, its subcontractors, if any, or its personnel, on any basis whatsoever and for any reason whatsoever, by reason of the use of such Personal Knowledge, New Knowledge and other information, including recourse by third parties claiming infringement of its intellectual property rights.

Each Partner shall, where necessary and to the extent that it is compatible with its articles of association, take out and maintain in force the necessary insurance policies to cover any damage to property or persons that may occur in the performance of the Agreement. In no event shall either Partner be relieved of its responsibilities from liability due to insufficient or no insurance, subject to the limitations set forth above.

The rule that "the State is its own insurer" applies to the public bodies concerned. Accordingly, they shall cover from their budgets any damage they may cause as a result of their activity or the performance of the Agreement.

# FORCE MAJEURE

No Partner may be held responsible for the delay in the execution of its Contributions or any obligation resulting from the Agreement or for their non-execution, when the delay or non-execution is attributable to a case of force majeure, as defined in, i.e., an unforeseeable, irresistible event outside the Partner concerned.

In such a case of force majeure, the deadlines for the execution of the Sub-project Contribution concerned may be extended for a period determined by mutual agreement between the Partners.

The Partner invoking an event constituting force majeure must notify the leader by registered letter with acknowledgement of receipt within 10 (ten) calendar days of the occurrence of such an event.

In the event that the force majeure event lasts for more than [x months], the Partners shall decide on a possible transfer of all or part of the Contributions of the Partner affected by the force majeure event, and shall decide on all the consequences of this transfer, with regard to contractual rights and obligations.

# WITHDRAWAL OR EXCLUSION OF THE PARTNERS

## Withdrawal of a Partner

Any Partner can decide to terminate its participation in the Consortium, by sending a request to the others. [x days] of sending this letter, the leader will convene an exceptional meeting, which must meet to decide on the consequences of such withdrawal. The Partner wishing to withdraw shall not take part in the vote.

The execution of the Contributions of the Partner wishing to withdraw may, after decision by the other Partners, be entrusted to another Partner or to a third party designated by them. At the end, the leader will send the record of decisions to [funding partner] for approval and the Partner wishing to withdraw may notify him of his/her decision.

The Agreement may be terminated by mutual agreement of the Partners based on unanimous decision and serious motives. The effects of the withdrawal will be the following: automatic interruption of the collaboration with DIGIT-PRE, end of the Sub-project, end of the funding.

The withdrawal shall not give effect to an automatic termination.

## Exclusion of a Partner

In the event of default by one of the Partners in the performance of its contractual obligations, and in particular in the execution of its Contributions, the Leader or another Partner acting on behalf of all the Partners if the leader is the Partner subject to exclusion, will send it, by registered letter with acknowledgement of receipt, a formal demand to perform its obligations. If the Partner concerned fails to remedy the default or to justify an event constituting force majeure within a period of [x days] from the date of receipt of the formal notice, the Partner will be considered to be in default.

From this date, its rights will be suspended and no more Confidential Information will be communicated to it. The Partner may also be held liable for any damage suffered by the other Partners, within the limits defined in the article "Liability - Insurance".

The Partners shall meet within [x days] of the default being established, in the presence of the defaulting Partner, the latter not taking part in the vote, in order to rule on the consequences of the Partner's default. They may decide to exclude the defaulting Partner by a unanimous decision, the defaulting Partner not taking part in the vote. They will also decide unanimously on the allocation of the defaulting Partner's obligations to one or more other Partners or to a third party. The allocation will be effective as soon as the [funding partners] have approved this decision.

Subject to the legal and regulatory provisions in force, in the event of safeguard, recovery or judicial liquidation proceedings against a Partner, the Leader shall:

1. Give notice to the administrator or liquidator in charge of the said proceedings, or where applicable the debtor, to continue or terminate the Agreement;
2. Obtain an explicit response from the administrator, the liquidator or, where applicable, the debtor; the Agreement will be terminated by operation of law in respect of the Partner concerned if the said formal notice remains unanswered for more than [x months];
3. Inform the [funding partner] in writing of all the above steps.

The execution of the Contribution to the Sub-project of the Partner thus excluded may be carried out by another Partner or a third party designated by the Partners, subject to their unanimous approval and [funding partner].

Furthermore, in the event of a change of control, within a Partner to the benefit of an entity competing with another Partner, the latter may submit to a vote. The Partners will decide unanimously, the Partner concerned not taking part in the vote.

The exclusion shall not give effect to an automatic termination.

## Rights of the outgoing Partner

The outgoing Partner shall retain the benefit of the rights granted to the other Partners' Personal and New Knowledge, in accordance with the terms and conditions defined in this Agreement or under the terms of the licenses granted.

The outgoing Partner shall retain its ownership rights in the Personal and New Knowledge it has developed, which it may continue to use as it sees fit.

In the case of New Knowledge where it is co-owned with other Partners, it may continue to exploit it in accordance with the terms and conditions set out in this Agreement and, where applicable, the co-ownership agreements entered into.

In any event, the outgoing Partner shall exploit the Personal and New Knowledge to which it has rights in accordance with the commitments of this Agreement.

## Obligations of the outgoing Partner

The outgoing Partner undertakes to provide the other Partners - or the replacement third party designated by them, free of charge and without delay, with all the files and information necessary for the continued execution of the Sub-project Contribution concerned in accordance with the decision.

The rights granted by the outgoing Partner to the other Partners on its own Knowledge and/or New Knowledge prior to its exit from the Consortium shall remain valid until the end of the licenses in question.

The exiting Partner shall be obliged to return or destroy, at the request of the Partner-owner, at its own expense, any equipment, material or documents handed over to it by the other Partners, in accordance with the provisions of the article "Fate of documents and/or materials handed over".

The outgoing Partner will remain bound by its confidentiality undertakings, as set out in the "Confidentiality" article, on the Confidential Information, for the period provided for in that article.

The outgoing Partner will also remain bound by its obligations in terms of Intellectual Property, as defined in the articles "Intellectual Property of Personal Knowledge”, "Intellectual Property of New Knowledge", "Trademarks and other distinctive signs".

# INTELLECTUAL PROPERTY OF PERSONAL KNOWLEDGE

## OWNERSHIP OF PERSONAL KNOWLEDGE

Each Partner is and remains the owner of its Personal Knowledge.

Each Partner is also the owner of the Developments that it makes itself, without the participation of the other Partners, to its Personal Knowledge.

No communication of Personal Knowledge to other Partners may be construed as a transfer of ownership or a grant of a license to exploit it, except as expressly provided in the Agreement.

## PROTECTION OF PERSONAL KNOWLEDGE

Each Partner is free to protect its Personal Knowledge. In particular, it alone decides whether or not to protect its Personal Knowledge and, if so, alone decides on the appropriate protection.

## EXPLOITATION OF PERSONAL KNOWLEDGE

Each Partner shall freely exploit, directly or indirectly, its Personal Knowledge, subject to the rights granted to the other Partners in accordance with the Agreement.

For the duration of the Sub-project, each Partner shall grant to the other Partners a license to use or exploit its Personal Knowledge solely for the purpose of carrying out the Sub-project, upon written request of such Partners and where its Personal Knowledge is necessary to carry out their Contributions to the Sub-project, the granting of a license by a Partner shall not entail any transfer of ownership of the Personal Knowledge of any kind to another Partner.

The aforementioned license to use shall be granted for the strict duration of the Agreement. It is non-transferable and non-exclusive and shall be granted without the possibility of granting sub-licenses and free of charge.

No license is granted for the use of Personal Knowledge not listed in Annex 2.

For the duration of the Sub-project and [x months] after its completion, and subject to the rights of third parties and the possible limitations set out in Annex 2, each Partner undertakes to grant the other Partners a license to exploit its Personal Knowledge when it is strictly necessary for the exploitation, by the Partner making the request and/or by its Affiliates, of the New Knowledge of which it is the owner or co-owner.

The aforementioned license may also be granted to the Affiliates of the Partner concerned, provided that this license is justified and duly substantiated by the Partner making the request, unless this is contrary to the legitimate interests of the Partner owning the relevant Personal Knowledge and subject to the agreement of the Partner owning the Personal Knowledge on the license conditions described in the following paragraph.

This operating license shall give rise to the signature between the Partners concerned of a prior written agreement, specifying the rights granted, their scope, their destination, the place and duration of the license. This operating license will be non-exclusive, non-transferable and without the right to grant sub-licenses, except with the prior written agreement of the Partner holding the rights.

It is already agreed that when the license relates to Software, it will be limited to its object code.

It is also hereby agreed that the licensed Partner shall be responsible for carrying out any formalities that may be necessary to make the license granted to him enforceable against third parties.

# INTELLECTUAL PROPERTY OF PERSONAL AND NEW KNOWLEDGE

## OWNERSHIP OF NEW KNOWLEDGE

In making its Contributions, each Partner undertakes to respect the rules of the art, the rights of third parties, in particular the intellectual property rights of third parties, and to make its Contributions with all the skill and professionalism required.

### Ownership of New Knowledge arising from the work of a single Partner

Each Partner is the exclusive owner of the New Knowledge that it creates alone, without the assistance of another Partner, and of the Developments that it makes to this New Knowledge

(hereinafter "Personal New Knowledge"). Similarly, each Partner is the exclusive owner of the new applications that it may find for its own New Knowledge.

### Ownership of New Knowledge arising from the work of several Partners

New Knowledge developed under the Sub-project jointly by the staff of at least two or more Partners (hereinafter "Joint New Knowledge"), [shall be co-owned by these Partners, the ownership rights being distributed in proportion to the Contributions of each of the Partners].

If Joint New Knowledge is part generated by the staff of a joint research structure, the supervisors of the said structure shall be considered as a single co-owner. It is understood that the said trustees will be responsible for distributing among themselves the share of co-ownership allocated to them, in accordance with the agreement governing the structure.

The Partners at the origin of Joint New Knowledge may agree to allocate ownership to one or more of them. In the event of disagreement, each of the Partners may call upon, at its own expense, external mediation by an intellectual property expert to analyze, on the basis of the traceability documents, the properties that may be claimed.

*The co-owning Partners will sign a specific co-ownership agreement; in which they will organize their co-ownership. The co-ownership agreement shall set out, in particular, the rules for the protection and exploitation of the Joint New Knowledge, shall include the principles of ownership and exploitation already agreed in this Agreement and shall in any event comply with the current legal dispositions.*

## OWNERSHIP OF NEW KNOWLEDGE OBTAINED FOLLOWING PERSONAL KNOWLEDGE

New Knowledge obtained through Personal Knowledge belongs to the Partner(s) having developed said New Knowledge, in accordance with the ownership rules set out above.

The Partner(s) who own(s) the New Knowledge, when the latter is dependent on the foreground or when the foreground is necessary for the exploitation of the foreground, shall grant the Partner(s) who (co-)own(s) the foreground a license to exploit their foreground, in accordance with the principles agreed in Article 10 of the Agreement.

## PROTECTION OF NEW KNOWLEDGE

The Partners undertake to ensure the traceability of their own New Knowledge that they create alone if this Personal Knowledge is related to the implementation of the Sub-project and the contributions of each of the parties as described in Annex 1. The leader shall ensure that these obligations are fulfilled.

For Joint New Knowledge, decisions on its traceability shall be taken by the Steering Committee; for this purpose, only the co-owning Partners concerned shall take part in the decision-making process, which shall be carried out by the leader.

When a specific piece of New Knowledge belongs to a single Partner, the latter alone shall ensure its protection and decide alone on the appropriate means of protection. Any new Patents and other intellectual property title on the said New Knowledge shall be registered at its sole expense and at its sole initiative.

Where joint New Knowledge is co-owned by several Partners, decisions on its protection shall be taken by the co-owning Partners in accordance with the terms of the co-ownership agreement entered into and the principles agreed in this Agreement. The co-owning Partners shall decide whether to file patent applications for joint New Knowledge in their joint names and shall designate one of them to carry out the formalities of filing and maintenance. They may also decide to appoint a third party to carry out these formalities.

Each co-owning Partner shall be responsible for the remuneration of its inventors.

The costs of filing, obtaining and maintaining New Patents in joint ownership shall be borne by the joint owner Partners in proportion to the shares allocated to each joint owner Partner.

Waiver: If any of the Joint New Knowledge Partners waives filing or, after having been a party to filings of New Patents, waives continuing grant or maintenance proceedings for one or more New Patents in one or more countries, it shall inform the other Joint Knowledge Partners in a timely manner so that they may file in their own names and continue grant or maintenance proceedings at their own expense and profit. The Partner who has withdrawn undertakes to sign or to have signed all documents necessary to enable the other co-owning Partners to become sole co-owners of the new Patent(s) in the country or countries concerned.

A Co-owning Partner shall be deemed to have waived the filing, prosecution or maintenance of a new Patent [sixty (60) calendar days] after receipt of a registered letter with acknowledgement of receipt from the other Co-owning Partner(s) requesting its decision on this matter.

In the event that a co-owning Partner waives in some or all countries the filing of New Patents, the prosecution and/or maintenance of New Patent(s), relating to common Foreground, it shall remain, in the event that only some countries are concerned by such waiver, committed under the co-ownership agreement for the other New Patents benefiting from the same priority date.

The other co-owning Partners undertake not to enforce their rights against him in the countries to which he has renounced, provided that he pays, where applicable, the royalties relating to the exploitation as provided for in the said co-ownership agreement.

However, it will not be entitled to any compensation for exploitation by the other Co-owning Partners for those countries for which it has waived the deposit or abandoned the procedure.

Transfer: Each co-owning Partner has the right to assign its share of co-ownership in the New Patents. However, the other co-owning Partner(s) shall have a right of first refusal under the following conditions. The transferor shall notify his Sub-project by registered letter with acknowledgement of receipt to the other co-owning Partners indicating in his notification, subject to any confidentiality obligations which may not relate to the conditions, in particular financial conditions, of the proposed transaction, as well as the identity of the proposed transferee and, if the transferee is a legal entity, of the person or persons having ultimate control thereof.

Each co-owning Partner shall then have a period of [sixty (60) calendar days] from receipt of the said notification to inform the transferring Partner, by registered letter with acknowledgement of receipt, whether or not it intends to exercise this right of pre-emption. In the absence of a response within this period, a Partner shall be deemed to have waived the exercise of its right of pre-emption.

In the event of the exercise of the right of pre-emption by the non-transferring co-owner Partner, the transaction will be carried out under the conditions initially notified by the transferor, as indicated above.

Any assignor undertakes to include in any assignment contract the details of the rights and obligations attached to the new Patents.

If a co-owning Partner wishes to object to the assignment of a share of co-ownership in a New Patent by another co-owning Partner to a third party who is a direct competitor of the objecting Partner, it may do so if it demonstrates that such assignment would be contrary to its interests. In case of disagreement between the assigning Partner and the objecting Partner, the dispute will be submitted to the Steering Committee which will make recommendations to the Partners concerned. In this case, the Partner wishing to transfer its share and the Partner wishing to oppose it will not take part in the vote.

Defense: If any of the Co-owning Partners suspects infringement of a New Patent relating to joint New Knowledge, the Co-owning Partners shall consult with each other as to whether they should jointly commence an infringement of trademark action. In the event that an agreement cannot be reached between the Joint Venture Partners within [thirty (30) calendar days] of notification by one of the Joint Venture Partners to the other Joint Venture Partners of the alleged infringing acts of a third party, each of the Joint Venture Partners may bring, under its own responsibility, at its own expense and for its own benefit, any action it deems appropriate. In case of justified urgency, a shorter period than the above-mentioned [thirty (30) calendar days] may be required by the Co-owner Partner wishing to act and shall notify the other Co-owner Partners.

The Co-owning Partners who have participated in such actions shall not be liable to the other Co-owning Partners for any consequences of such actions. Transfer: Each Co-owning Partner shall have the right to assign its share of co-ownership in the New Patents. However, the other co-owning Partner(s) shall have a right of first refusal under the following conditions. The transferor shall notify his Sub-project by registered letter with acknowledgement of receipt to the other co-owning Partners indicating in his notification, subject to any confidentiality obligations which may not relate to the conditions, in particular financial conditions, of the proposed transaction, as well as the identity of the proposed transferee and, if the transferee is a legal entity, of the person or persons having ultimate control thereof.

Each co-owning Partner shall then have a period of [sixty (60) calendar days] from receipt of the said notification to inform the transferring Partner, by registered letter with acknowledgement of receipt, whether or not it intends to exercise this right of pre-emption. In the absence of a response within this period, a Partner shall be deemed to have waived the exercise of its right of pre-emption.

In the event of the exercise of the right of pre-emption by the non-transferring co-owner Partner, the transaction will be carried out under the conditions initially notified by the transferor, as indicated above.

Any assignor undertakes to include in any assignment contract the details of the rights and obligations attached to the new Patents.

If a co-owning Partner wishes to object to the assignment of a share of co-ownership in a New Patent by another co-owning Partner to a third party who is a direct competitor of the objecting Partner, it may do so if it demonstrates that such assignment would be contrary to its interests. In case of disagreement between the assigning Partner and the objecting Partner, the dispute will be submitted to the Steering Committee which will make recommendations to the Partners concerned. In this case, the Partner wishing to transfer its share and the Partner wishing to oppose it will not take part in the vote.

Defense: If any of the Co-owning Partners suspects infringement of a New Patent relating to joint New Knowledge, the Co-owning Partners shall consult with each other as to whether they should jointly commence an infringement action. In the event that an agreement cannot be reached between the Joint Venture Partners within [thirty (30) calendar days] of notification by one of the Joint Venture Partners to the other Joint Venture Partners of the alleged infringing acts of a third party, each of the Joint Venture Partners may bring, under its own responsibility, at its own expense and for its own benefit, any action it deems appropriate. In case of justified urgency, a shorter period than the above-mentioned [thirty (30) calendar days] may be required by the Co-owner Partner wishing to act and shall notify the other Co-owner Partners.

The Co-owning Partners who have participated in such actions shall not be liable to the other Co-owning Partners for any damages resulting from such actions, in particular in the event of cancellation of all or part of the New Patents relating to joint New Knowledge.

The Co-owning Partners not participating in such actions undertake to provide any information or document that may be necessary to support the actions undertaken by the other Co-owning Partners.

## EXPLOITATION OF NEW KNOWLEDGE

### **Exploitation of New Knowledge by the owner** Partner(s)

1. Personal New Knowledge

The Partner who owns its Personal New Knowledge shall freely exploit it, directly or indirectly, subject to the rights granted by the Agreement to the other Partners.

1. Joint New Knowledge

The Partners who are co-owners of joint New Knowledge shall operate it in accordance with the terms of the Joint Ownership Agreement referred to in Section 11.3 above.

\_\_\_ and \_\_\_ agree about the conditions of exploitation related to the Joint New Knowledge. They acknowledge that the exploitation of said Joint New Knowledge between \_\_\_ and \_\_\_ will be free for each of these Partners and their Affiliates and will not give rise to any financial compensation for the other Partners concerned.

Each Partner may freely and without financial consideration, for the duration of the Sub-project, use common new Knowledge of which it is a co-owner for its own internal research needs to the exclusion of any other use and in compliance with the provisions of Articles 13 (Confidentiality) and 14 (Communications and Publications).

### Exploitation of New Knowledge by non-owner Partners

For the duration of the Sub-project, each Partner grants to the other Partners a license to use its New Knowledge solely for the purpose of carrying out the Sub-project, upon written request of such Partners and where its New Knowledge is necessary to carry out their Contributions to the Sub-project. The aforementioned license shall be granted for the duration of the Agreement. This license shall be non-transferable and non-exclusive and shall be granted without the possibility of granting sub-licenses and free of charge, except with the prior written consent of the Partner holder. The Holding Partner shall be free to license its own New Knowledge to any third party to the Sub-project, subject to the obligations resulting from the Agreement.

During the duration of the Sub-project and [eighteen (18) months] after its completion and subject to the rights of third parties, each Partner undertakes to grant in addition to the other Partners who so request a license to exploit its New Knowledge, if this license is strictly necessary for the exploitation by this Partner and/or its Affiliates of the New Knowledge of which it is the owner or co-owner, proof of which must be provided.

The aforementioned license may also be granted to the Affiliates of the Partner concerned, provided that this license is justified and duly motivated by the Partner making the request, except if it goes against the legitimate interests of the Partner owner of the New Knowledge concerned and subject to the agreement of the Partner owner of the New Knowledge concerned on the conditions of the license described in the following paragraph.

It will give rise to the signature between the Partners concerned of a prior written agreement, specifying the rights granted, their scope, their destination, the territory and the duration of the license, as well as the financial conditions thereof, in particular in accordance with the current legal dispositions. The financial conditions shall be fair and non-discriminatory. These rights will be non-exclusive, non-transferable and without the right to sub-license unless the Partner holder has given prior written consent. The Partner Holder shall be free to license its own New Knowledge to any third party to the Sub-project, subject to the obligations resulting from the Agreement.

It is hereby agreed that where the license relates to software, it shall be limited to its object code.

It is also hereby agreed that the licensed Partner shall be responsible for carrying out any formalities that may be necessary to make the license granted to it enforceable against third parties.

If a licensed Partner discovers a new application of the licensed New Knowledge during its use of the Licensed New Knowledge, the Partner who owns the Licensed New Knowledge shall own the new application in accordance with the provisions of the article "Ownership of New Knowledge".

However, in this case, the licensed Partner who discovered the new application will be authorized to exploit the New Knowledge in its new application, provided that it does not infringe the rights of the Partner who owns the New Knowledge. This will be the subject of a separate agreement between the interested Partners.

In addition, Partners may grant a right to use their New Knowledge to other Partners for internal research purposes, subject to strict compliance with the confidentiality obligation set out in Article 13. This request must be made by separate document and on written request during the duration of the Sub-project or [twenty-four (24) months] after its completion. This concession may be made without financial consideration. The Partner-owner may object on the grounds of legitimate interests.

In addition, the Partners undertake to begin discussions as soon as possible, in good faith, concerning the conclusion of a possible commercial agreement whose purpose is to define the terms of exploitation and marketing of the Product resulting from the Sub-project. This agreement shall be negotiated in such a way as to take into account the respective Contributions made by the Partners to the development of the Product.

**FREE SOFTWARE SPECIFICITES**

* **Personal Knowledge composed of Free Software**

The Parties acknowledge that the use of Personal Knowledge consisting of Free Software or held under a free License may prevent or affect the use for exploitation by the other Parties of such Personal Knowledge or of Results based wholly or partly on such Personal Knowledge.

**a) Use of Personal Knowledge (consisting of Free Software) for the development of Personal Results**

Each Party is free to use Personal Knowledge consisting of Free Software to develop its Personal Results. As the said Results or Personal Knowledge may be required by the other Parties for the Use of their Results within the framework of the Sub-project or for Exploitation Purposes, the Party using Personal Knowledge consisting of Software under the terms of an free License undertakes to inform the other Parties to the Agreement in advance and in writing and to provide all the necessary information relating to the Personal Knowledge in question and to the free License applicable to it, so as to enable the other Parties to the Agreement to determine the effects of the Free License on the use of the Personal Knowledge and the Results.

**b) Use of Personal Knowledge (consisting of free Software) for the development of common Results**

The use of Personal Knowledge consisting of free Software for the development of common Results is subject to the prior, written and unanimous agreement of the Parties collaborating on said Result. If the prior and unanimous written agreement of the Parties is given to use in the framework of the Sub-project own knowledge consisting of free Software, it shall however not constitute an authorization to sub-license the Results incorporating the own knowledge under a Free License.

Such Results or Personal Knowledge may be required by the other Parties for the use of their Results in the Sub-project or for exploitation purposes, the Party(ies) using Personal Knowledge consisting of Software under the terms of a free License shall inform the other Parties to the Agreement in advance and in writing and provide all necessary information concerning the Personal Knowledge in question and the free License applicable to it, in order to enable the other Parties to the Agreement to determine the effects of the free License on the use of the Personal Knowledge and the Results.

* **Results/Open Source Software**

1. Personal Results

Each Party is free to distribute its Personal Results under the terms of a Free License and to freely exploit them, in particular by combining, linking, incorporating them with Software under the terms of a Free License, provided that such Personal Results do not contain any Result or Background of another Party. In such case, the Party wishing to distribute its Personal Results under the terms of a Free License shall obtain the prior consent of the Party owning the Prior Knowledge or Result.

If a Party decides to subject its Personal Result to the terms of an open license, it shall give prior written notice to the other Parties to the Agreement, specifying the terms of the applicable open license.

1. Joint results

The distribution and exploitation of the Common Results under a Free License (including combining, linking, incorporating with Software under the terms of a Free License) shall be discussed in advance between the co-owning Parties and agreed upon by the co-owning Parties.

If the Parties decide to subject the Common Results owned by them to Free License terms and said Common Results incorporate Personal/New Knowledge of another Party, they shall obtain the prior consent of the owner of said Personal/New Knowledge.

If the Parties decide to subject the Common Results owned by them to an open license, they shall give prior written notice to the other Parties to the Agreement, specifying the terms of the applicable open license.

* **Common exploitation of the Results/Free Software**

Each Party agrees not to act in such a way that prior Knowledge and Results held by another Party and licensed to it by such other Party under this Agreement may be "Open Source"/"Free License" and in particular, without the following examples being exhaustive, not to: (i) incorporate an "Open Source"/"Free License" program into the Licensed Foreground Knowledge and Results; (ii) combine an "Open Source"/"Free License" program with the Licensed New Knowledge and Results; (iii) disseminate or distribute an "Open Source"/"Free License" program with the Licensed New Knowledge and Results; or (iv) use an "Open source"/"Free license" program in the development of software derived from the Licensed Background and Results and provided that such actions render the Licensed Background and Results "Open source"/"Free license".

# TRADEMARKS AND OTHER DISTINCTIVE SIGNS

Each Partner is and remains the owner of its trademarks and other distinctive signs. The other Partners are not authorized to quote or refer to the trademarks and distinctive signs of one of the Partners and/or its Affiliates, except with the prior written agreement of the latter

# CONFIDENTIALITY

The Partners undertake to observe and ensure the observance of the strictest confidentiality with regard to the Confidential Information of the other Partners and to take all necessary measures to preserve its confidentiality (see document: NON-DISCLOSURE AGREEMENT).

For this purpose, the Partners undertake:

* to protect and Keep Confidential Information;
* not to use the Confidential Information for any purpose other than the execution of the Sub-project, except with the express prior written consent of the Partner;
* to reveal the Confidential Information only to the members of their staff involved in the execution of the Sub-project and who need to know it for the implementation of the Sub-project;
* not to reveal the Confidential Information to third parties involved in the execution of the Sub-project, only after having requested the express and prior written agreement of the holder Partner;

Furthermore, the Partners prohibit:

* Any disclosure of whatever form, to whatever third party of Confidential information, except in case of a previous and express written acceptance from the owner Partner;
* To make copies, reproductions or duplications of part or the whole Confidential information, except in case of a previous and express written acceptance from the owner Partner or when it is necessary for the execution of the Sub-project;

When the communication of Confidential information is necessary according to the application of a legal or regulatory provision in the frame of a judiciary procedure, whether it is administrative or arbitral, this communication must be limited to the strict necessary. The recipient Partner undertakes to immediately inform the owner Partner, prior to any communication.

Any breach from a Partner shall, at the initiative of one or several Partners, lead to the initiation of an investigation, and constitute a cause of exclusion of this Partner, following the provisions in article “Exclusion of a Partner”. In any event, as a precautionary measure, the defaulting Partner will no longer receive any Confidential Information as of the time of the finding of its breach and until such time as a decision is made.

# PUBLICATIONS AND COMMUNICATIONS

The Partners acknowledge that every publication or communication related to the Sub-project must be done in accordance with the confidentiality obligations, the Partners’ Intellectual Property rights and the provisions in this present article.

Any Partner’s publication or communication Sub-project, related to part or the whole Sub-project or New Knowledge, whether they are Personal or joint, must be object to a prior authorization.

For this purpose, the publication or communication Sub-project must be shared with the Partners.

Each Partners may request the interested Partner:

* to withdraw from the Sub-project its Confidential Information;
* to make modifications to its Sub-project if certain information is likely to compromise the commercial and industrial use of its Personal Knowledge and/or New Knowledge or the confidentiality of the Confidential Information of the other Partners, provided that the modifications do not alter the scientific value of the planned publication or communication;
* to postpone the planned publication or communication for a period to be specified, in particular if the publication or communication concerns information that must be protected under the law.

However, subject to compliance with the confidentiality provisions of the Agreement, prior approval by the Partners shall not interfere with:

* the usual rules for thesis defense, provided that the examiners are subject to confidentiality obligations. This defense may be organized in camera whenever it is necessary or requested by one of the Partners;
* the obligation that a Partner may have to submit an activity report to the State or to the administration to which it belongs, as this is an internal communication and not a public disclosure.

# INTUITU PERSONAE

The Agreement is made intuitu personae, meaning in consideration of the person of the Partners.

No Partner may transfer or assign, in whole or in part, its rights and obligations under the Agreement to a third party without the prior written consent of the Partners, which shall decide such matter unanimously, with the interested Partner not voting.

In the event of a transfer or assignment to an Affiliate, the assigning Partner shall inform the other Partners and [funding partner] through the leader. The agreement of the other Partners shall be deemed to have been obtained at the end of a period of [x days], unless one of these Partners has a legitimate interest justifying its opposition within this period. Transfer or assignment to a competing Affiliate of a Partner is a legitimate reason for objection. In all cases, such a transfer must also be approved by the [funding partner].

If the transfer or assignment is made in the context of a universal transfer of assets, the Partners’ approval may not be unreasonably withheld. In this case, only the competition that the new Partner could make to another Partner will be able to justify a refusal of transfer or assignment.

Upon transfer or assignment, the assignee shall be subrogated to the rights and obligations of the assigning Partner.

# SUBCONTRACTING

Each Partner may use one or more subcontractors to carry out part of its Contributions to the Sub-project.

However, the Partner planning to subcontract must inform the other Partners in advance in writing through the leader. The agreement of the other Partners shall be deemed to have been obtained at the end of a period of [x days] from the date of dispatch of the information by the Leader to the Partners, unless one of the Partners submits to the leader within this period a legitimate interest justifying its opposition.

Each Partner shall be fully responsible for the execution of the Contributions that it subcontracts to a third party. Each Partner undertakes, in its relations with its subcontractors, to take all steps to obtain from the subcontractor an undertaking of confidentiality in accordance with the provisions of the Agreement and to acquire the intellectual property rights over the new Knowledge obtained by the said subcontractors within the framework of the Sub-project, in such a way as not to limit the rights conferred on the other Partners within the framework of the Agreement.

The subcontracting Partner shall ensure that its subcontractor is not entitled to any intellectual property rights or exploitation rights related to the New Knowledge.

In the event of such subcontracting, any use by the subcontractor of the Partner's Personal or New Knowledge belonging to another Partner shall be subject to the prior written consent of that Partner and shall be limited solely to the needs of carrying out the part of the Contribution to the Sub-project concerned.

# COMPLIANCE WITH THE SOCIAL OBLIGATIONS

The Partners shall respect their own legislation on labor law. If the legislation does not coincide and/or if it appears necessary to specify certain obligations, the Partners may agree to create new specific clauses.

# GENERAL PROVISIONS

## PROTECTION OF PERSONAL DATA

The personal data collected by the agent within the framework of this contract is processed as necessary for its execution. It may be used in the context of the application of regulations such as those relating to the fight against money laundering and the financing of terrorism. This personal data is kept for the entire duration of the execution of the present contract, plus the applicable legal limitation periods.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data), the persons concerned may access the data concerning them directly from (coordinating partner), at the following address: (company name), (full address) - Telephone: (number) - e-mail: (e-mail)

Where appropriate, the persons concerned may also obtain the rectification or deletion of data concerning them or object on legitimate grounds to the processing of such data, except in cases where the regulations do not allow the exercise of these rights.

## ENTIRETY

The Agreement expresses the entire agreement of the Partners with respect to its subject matter. The Agreement also includes the following documents, each signed by the Partners:

* Non-Disclosure Agreement
* Declaration of Honour

## INDEPENDENCE OF THE PARTNERS

Each Partner is independent and acts in its own name and under its own responsibility. Each Partner is therefore prohibited from making any undertaking in the name and on behalf of another and remains fully responsible for its staff, products and services.

## LOYAL EXECUTION

The Partners have agreed to perform their obligations in good faith.

## APPLICABLE LAW

This Agreement shall be governed by the European Union regulations and directives. This applies to both the substantive and formal rules.

## SETTLEMENT OF DISPUTES

The Partners shall conduct themselves in such a manner as to resolve amicably and in good faith any dispute that may arise in connection with the interpretation or performance of the Agreement in the first instance and then through their respective management.

In the event that the Partners fail to resolve their dispute within [x months] of its occurrence, the dispute shall be brought by the most diligent Partner before the [Court].

## ATTRIBUTION OF JURISDICTION

In the event of a dispute, jurisdiction is expressly attributed to the [Court], notwithstanding multiple defendants or third-party claims, even for emergency or protective proceedings, in summary proceedings or by petition.

## REGISTERED BUSINESS ADDRESS (DOMICILIATION)

The Partners shall elect domicile at the place of their headquarters.

## NOTIFICATION

In order to be valid, every notification shall be sent to the address of domiciliation.

# ANNEXES

*Annex 1: Description of the Sub-project and the Partners’ Contributions*

*Annex 2: Personal Knowledge*

*Annex 3: Financial Annex*

*Annex 4: Areas of application considered by the Partners*

*Annex 5: Definitions*

**Annex 1: Description of the Sub-project and the Partners’ Contributions**

**Annex 2: Personal Knowledge**

**Annex 3: Financial annex**

**ACCORD DE CONSORTIUM TYPE**

**ACCORD DE CONSORTIUM TYPE**

**Annex 4: Areas of application considered by the Partners**

**Annex 5: Definitions**

In the sense of this Agreement, the terms below, when used with a first capital letter, whether it is singular or plural, shall have the following respective meanings:

* “**Affiliates**”: means any entity, present or future, which is directly or indirectly controlled by one of the Partners or which directly or indirectly controls one of the Partners or which is directly or indirectly under the same control as one of the Partners; for this purpose, the term "control" shall be understood as defined.
* “**Agreement**”: the present contract and its annexes.

Annex 1: Description of the Sub-project and the Partners' Contributions;

Annex 2: Personal knowledge;

Annex 3: Financial Annex;

Annex 4: Areas of application considered by the Partners;

Annex 5: Definitions

As well as any possible amendment. In case of contradiction between this Agreement and its annexes, this Agreement shall prevail.

The Agreement also includes the following documents, each signed by the Parties: Non-Disclosure Agreement, Declaration of Honour.

* “**Application programing interface**” or “API”: an interface consisting of a set of functions, data and information enabling a programmer to implement Software and (ii) any documentation relating to that API and necessary for its use;
* “**Area of application of a Partner**”: the specific area(s) of application for certain Partners, as defined in Annex 4 of the Agreement;
* “**Background Software**”: Software that has been developed prior to the Sub-project, belonging to one Partner or subject to its rights, including sublicense rights, and necessary to its Contribution to the Sub-project.
* “**Common result**”: the Results (patentable or not) collectively developed at the occasion of the execution of the Sub-project by staff members, employees, agents or external collaborators in addition to the contribution of one Partner and which characteristics show that it is impossible to separate the contribution of each Partner from the Results for the request or obtaining of an Intellectual Property Right.
* **“Confidential information”**: information and data in whatever form, especially technical, scientific, economic, financial, commercial, accountable, any plan, study, prototype, tool, audit, experimental data and tests, drawings, graphic representations, specifications, Know-How, experience, Software and programs, Personal Knowledge, New Knowledge, Evolutions in whatever form, medium or mean, including, without any limitation, oral, written and displayed communications on whatever medium, that has been exchanged between the Partners and concerning directly or indirectly the Sub-project;
* “**Consortium**”: collaboration, as defined in this Agreement, contractually organized between the Partners participating in the Sub-project;
* “**Contribution**”: contributions and works, of whatever nature, carried out by each Partner in the Sub-project and defined in the description of the Sub-project in Annex 1 of the Agreement.
* “**Evolution**”: any Intellectual Property or Know-How resulting from any enhancement made by one or several Partners to the Personal or New Knowledge.
* “**Executable code**”: any Software expressed in machine language and executable from a computer;
* “**Free License**" means any license that provides the terms and conditions for using, modifying and/or distributing the Free Software and/or any Software derived from such Free Software:

(1) the right to run the Free Software for any purpose subject to the user's compliance with the terms of the Free Software License;

(2) the right to study the operation of the Free Software and to adapt it to its needs, provided that the user complies with the terms of the Free Software License;

(3) the right to redistribute copies of the Free Software;

(4) the right to improve the Free Software and publish its improvements.

By way of example, and not as an exhaustive list, any Software published or distributed under the terms of one of the following licenses will be considered Free Software: (A) GNU General Public License (GPL), (B) GNU Lesser/Library GPL (LGPL), (C) the Artistic License, (D) the Mozilla Public License, (E) the Common Public License, (F) the Sun Community Source License (SCSL), (G) the Sun Industry Standards Source License (SISSL), (H) BSD License, (I) MIT License, (J) Apache Software License, (K) Open SSL License, (L) IBM Public License, (M) Open Software License ;

* “**Free Software**” means any Software, including, if applicable, any modification, derivative software, enhancement, update, new version, or error correction made to the source code of such Software, that is distributed or made available to the public in source code under the terms of an "Open-Source License”.
* “**Holder partner**”: Partner(s) who own(s) Confidential Information which they transmit to other Partners;
* "**Intellectual Property**" means all copyrights, industrial property rights, patents, trademarks, utility certificates, designs, plant breeders' rights, software, chip and semiconductor rights, database producers' rights, and all other Intellectual Property rights, including the rights attached to applications for any Intellectual Property titles;
* “**Know-How**”: any information or data of whatever nature, especially technical, scientific, economic, financial, commercial, accountable, non-patented, that are tested and a result of the experience, and secret, which means not generally known or easily accessible, substantial, identified or identifiable;
* “**Limited access to the Software**”, (1) access to the Executable Code; and where normal use of the Executable Code requires an API, (2) access to the Executable Code and that API. 3) If neither 1) or 2) are possible, access to the Source Code, such access to the Source Code including the right to adapt and modify the Source Code without the right to disclose or communicate the Source Code to any third party even under confidentiality agreement. This Limited Access to the Software under 1) and 2) does not entail any right to decompile, modify, adapt or translate the Software. Communication of the Source Code as indicated in 3) above shall be made upon request and the Partner owning the Source Code keeps the right to refuse communication thereof or to make said communication subject to the signature of a specific agreement ensuring its use in compliance with the rights provided for in this Agreement and ensuring respect for confidentiality;
* “**New Knowledge**”: all technical information and knowledge, including Know-How, deliverables, data, databases, software, plans, diagrams, formulas and/or any other type of information, in whatever form, whether patented or not, and/or whether patentable or not, and all intellectual property rights arising therefrom, resulting from the execution of the Sub-project, obtained (i) individually by a Partner without the participation of another Partner, i.e. without the participation of another Partner in terms of inventive or intellectual activity or in terms of Know-How during the execution of its Contribution or (ii) jointly by several Partners and/or their subcontractors and whose characteristics are such that it is not possible to separate the intellectual Contribution of each of the Partners for the purpose of applying for or obtaining an intellectual property right;
* “**Partner**”: the participants to the Consortium, signatory of this Agreement;
* “**Personal knowledge**” : any information and technical knowledge, in particular Know-how, data, databases, software, plans, diagrams, formulas and/or any other type of information, in whatever form, patented or not, and/or patentable or not, and all the intellectual property rights deriving therefrom, necessary for the execution of the Sub-project and/or the exploitation of the New Knowledge, that each Partner or one of its Affiliates could hold or have prior to the Sub-project, and/or develop or acquire, individually or with third parties, during the Sub-project but independently of it, as may be proven, and that each Partner agrees to make available to the other Partners for the purposes of carrying out the Sub-project. The Personal Knowledge is listed in Annex 2 of the Agreement. Each Partner may request to change the list of Personal Knowledge in Annex 2, in accordance with the procedure specified;
* “**Personal result**”: Results (patentable or not) fully developed by staff members, employees, agents or external collaborators of one Partner at the occasion of the execution of the Sub-project;
* “**Product**": product resulting from New Knowledge, intended to be manufactured and marketed during the industrialization phase of the Sub-project, as described in the description of the Sub-project in Annex 1 of the Agreement;
* “**Sub-project**”: the collaborative Sub-project of research and development named \_\_\_\_, certified by \_\_\_\_, object of the present Agreement and described in the description in Annex 1 of the Agreement;
* "**Prototype**": the prototype of the Product validated by the Partners, meeting the specifications set by the Partners, as set out in the description of the Sub-project in Annex 1 of the Agreement;
* “**Recipient Partner**": Partner(s) who receive(s) the Confidential Information from the Holder Partner;
* “**Result**”: any result, of whatever form, type and nature, coming from the Sub-project, especially any knowledge, experiences, inventions, Know-How, methods, tool conceptions, processes, specific components, plans, drawings, models, prototypes, Software (whether they are protected or not, or protectable under any Intellectual Property right or not), and any Intellectual Property linked to it, developed or mastered by the Partners in relation to this Sub-project;
* “**Right to use the Background Software**" means the non-exclusive, non-transferable, non-sublicensable and non-financial right to use the Background Software for the sole purpose of carrying out the Sub-project, granted by the Partner owning said Background Software, upon request, to the other Partners who need it for the Sub-project. The Right to Use the Background Software includes the right to reproduce and represent the corresponding Background Software on the premises of the Partner benefiting from the Right to Use the Background Software, for internal use;
* “**Software**”: any computer program and its associated documentation as well as the preliminary conception means, the Source code and the Executable code of this computer program;
* “**Source code**”: any Software expressed in a human-readable programming language, including all information included in the source code;