

**COLLABORATION CONTRACT N° CL : InnovaXN\_XX\_2020  
(InnovaXN PROGRAMME)**

**Between**

**[THE EUROPEAN SYNCHROTRON RADIATION FACILITY]**

**and**

**[THE INSTITUTE MAX VON LAUE-PAUL LANGEVIN]**

**and**

**[Industrial Partner]**

**and**

**[University]**

**THE EUROPEAN SYNCHROTRON RADIATION FACILITY**, hereafter referred to as the **ESRF**, located at 71, avenue des Martyrs, 38000 Grenoble, France, represented by Dr F. SETTE, Director General, and Mr L. SANCHEZ ORTIZ, Director of Administration,

**AND**

The **INSTITUTE MAX VON LAUE-PAUL LANGEVIN**, hereafter referred to as the **ILL**, located at 71, avenue des Martyrs, 38000 Grenoble, France, represented by Prof. H. SCHOBBER, Director, and Mr Martin WALTER, Acting Head of Administration,

**AND**

**[Industrial Partner]**, hereafter referred to as the **COMPANY**, a company incorporated under the laws of **[Country]**, located at **[Address]**, represented by **[Name]**, **[Function]**,

**AND**

**[University]**, hereafter referred to as the **UNIVERSITY**, located at **[Address]**, represented by **[Name]**, **[Function]**,

The ESRF, the ILL and the UNIVERSITY being hereinafter referred to collectively as the **“ESTABLISHMENTS”**.

The COMPANY and the ESTABLISHMENTS hereinafter referred to individually as a **“Party”** and collectively as the **“Parties”**.

**HAVE AGREED AS FOLLOWS:****PREAMBLE**

In the frame of the Horizon2020 Marie Skłodowska-Curie COFUND programme, the European Commission awarded funding to the project “InnovaXN”, of which the ESRF is the sole beneficiary (grant agreement n°847439). The Research Project described in the present agreement is set in the frame of an InnovaXN PhD studentship grant awarded by the ESRF, and in which the Parties agree to combine their efforts to perform the Research Project via the provision of diverse means, as determined between them herein.

The ESRF possesses valuable expertise within the field of [description of the ESRF’s field of expertise related to the project] related to the Research Project (as defined below).

The ILL possesses valuable expertise within the field of [description of the ILL’s field of expertise related to the project].

The COMPANY is performing R&D in the area [description of the COMPANY’s field of expertise related to the project].

The UNIVERSITY is a research and teaching institution and possesses particular skills and expertise in the field of [description of the UNIVERSITY’s field of expertise related to the project].

Thus, in the framework of the InnovaXN project, and in view of their associated know how in [Field of expertise related to the Project], the Parties have decided to collaborate by defining a PhD research project. The ESRF / ILL will recruit a PhD student (hereinafter referred to as “the Student”), who will conduct his/her doctoral thesis on the topic: “[Title of the Research Project]” (hereinafter the “Research Project”). The Research Project more especially concerns [provide a few lines of more technical detail on the project].

For the avoidance of doubt, COMPANY and UNIVERSITY do not receive funding from the EU in the frame of the InnovaXN project and are not beneficiaries of the aforementioned grant agreement. However, they participate in the implementation of the Research Project according to the provisions set out herein.

Therefore, the Parties have agreed as follows:

**Article 1*****Subject of the Agreement and Extent of the Collaboration***

- 1.1 The present agreement (hereinafter the “Agreement”) defines the terms and conditions of the collaboration between the Parties for the Research Project execution. The detailed program of the Research Project is described in Annex 1.
- 1.2 The documents that govern this Agreement are as follows, in order of priority:
  - I. This Agreement
  - II. Its annex:
    - Annex 1 – PhD project summary: “[Title of the Research Project]”
    - Annex 2 – List of Affiliates
    - Annex 3 – Letter of commitment for the participation of [COMPANY]
    - Annex 4 – Letter of commitment for the participation of [UNIVERSITY]
- 1.3 In the event of conflict between any conditions specified in the annex and provisions of the present Agreement, the latter shall prevail.

## **Article 2** ***Implementation of the Research Project***

- 2.1 The present Agreement shall take effect on the start date of the employment contract of the Student (the “Effective Date”), for a duration of 36 (thirty six) months. Said Agreement may be renewed at its term by an amendment between the Parties, as indicated in article 7.1 below.
- 2.2 The ESRF/ILL will employ the Student for the entire duration of the Agreement. The Student shall mainly work on the subject of the Research Project. The selection of the Student will follow the recruitment procedures of the InnovaXN programme in which the respective Supervisors, named in § 2.5, will take part.
- 2.3 The Student will be registered at the UNIVERSITY and shall endeavour to carry out the Research Project as specified in Annex 1.
- 2.4 The Student shall share his/her time at the premises of the ESTABLISHMENTS and the COMPANY in accordance with specifications provided in Annex 1 and, where appropriate, as otherwise agreed between the Parties if required by the Research Project execution. According to the rules of the Marie Skłodowska Curie COFUND Programme, at least three (3) months must be spent away from the employing institute, and this is expected to be at the COMPANY. The duration and dates of the stays on the site of each Party are defined by mutual agreement between the Supervisors (cf. § 2.5) in Annex 1. As a general rule, the total secondment periods should not exceed six (6) months.

- 2.5 During the time spent in the ESTABLISHMENTS or the COMPANY, the Student will work under the responsibility of specified supervisors (the “Supervisors”).
- During the time spend at the ESRF’s laboratories, the Student will be integrated in the [Name of the Laboratory or Group], supervised by [Name of the ESRF’s Supervisor], who will be the thesis supervisor for the ESRF.
- During the time spend at the ILL’s laboratories, the Student will be integrated in the [Name of the Laboratory or Group], supervised by [Name of the ILL’s Supervisor], who will be the thesis supervisor for the ILL.
- During the time spend at the UNIVERSITY, the Student will be integrated in the [Name of the Laboratory or Group], supervised by [Name of the UNIVERSITY’s Supervisor], who will be the thesis supervisor for the UNIVERSITY.
- During the time spend at the COMPANY, the Student shall be integrated into the [Name of the Laboratory or Group], supervised by [Name of the COMPANY’s Supervisor], who will be the thesis supervisor for the COMPANY.
- The above notwithstanding, [Name of the UNIVERSITY’s Supervisor] is the Student’s overall supervisor with respect to university registration and coordinating the Student’s supervision with [Name of ESRF/ILL’s Supervisor] and [Name of the COMPANY’s Supervisor], at ESRF/ILL and the COMPANY respectively.
- The Supervisors will meet regularly to review thesis progress and the other aspects of the implementation of the Research Project, in accordance with Annex 1. Any change in a Supervisor during the validity period of this Agreement will be notified in writing to the other Parties, for prior approval.
- 2.6 The Student, being employed by the ESRF/ILL, shall benefit from standard social security insurance including sickness and work accident coverage. The ESRF/ILL will moreover continue to exercise *vis-à-vis* the Student all the administrative management prerogatives (notation, discipline, etc.).
- 2.7 For the avoidance of doubt, the Student will not be considered to be an employee of the COMPANY nor the UNIVERSITY at any time. The Party hosting the Student during a secondment period (cf. § 2.4) shall have no obligation or liability towards the ESRF or the Student for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.
- 2.8 Whether the Student is present at the ESTABLISHMENTS or at the COMPANY, any applicable benefits (e.g. meal costs) will be granted to him/her according to the same rules applied to PhD students employed by the concerned Party.
- 2.9 During the Student’s presence at the COMPANY, the UNIVERSITY or the ESRF/ILL, he/she will have the status of visitor and must respect the concerned host’s rules concerning health and safety which shall be communicated to the Student by the respective Safety Group, or equivalent authority, upon arrival. The host will advise as soon as possible the ESRF/ILL in the event of any work accident of the Student on their premises, and in case of absence from work due to sickness or accident.

- 2.10 The host will inform as soon as possible the **ESRF/ILL** in the event of serious misconduct of the Student.
- 2.11 During the whole validity period of this Agreement, work meetings between the Parties will furthermore be set, by any means (e.g. face-to-face, video-conference, etc.), at least once per quarter, and any time upon request of a Supervisor.
- 2.12 At the beginning of each contractual year, the Supervisors will meet, by any means, in order to allocate the time to be spent by the Student, for the ongoing year, at the premises of the ESTABLISHMENTS and of the COMPANY. Otherwise, the specifications indicated in Annex 1 shall apply.

### Article 3

#### *Resources provided and financial provisions*

- 3.1 The ESTABLISHMENTS and the COMPANY will host the Student at their premises for the periods referred to in Annex 1 (cf. § 2.4), including the provision of appropriate office space and relevant equipment. The Student will abide by the hosting ESTABLISHMENT's and the COMPANY's internal rules and regulations, in accordance with provisions of article 2.9 above.
- 3.2 Each ESTABLISHMENT and the COMPANY shall provide the necessary experimental support for pursuing the Research Project when hosting the Student. **Synchrotron X-ray and neutron** beam time will normally be accessed via the submission of proposals to the public access programme of the **ESRF/ILL** and follow the normal framework for such access.
- 3.3 The COMPANY and the UNIVERSITY will bear their own costs for the implementation of the Research Project, for the entire duration of this Agreement (cf. § 2.1).

In addition, the COMPANY will provide [description of the additional resources to be provided by the COMPANY and, if required, the associated financial details, e.g. payment schedules, invoicing etc.].

In addition, the UNIVERSITY will provide [description of the additional resources to be provided by the UNIVERSITY and, if required, the associated financial details, e.g. payment schedules, invoicing etc.].

No other payment, contribution or support than those set forth above shall be made by the COMPANY under the execution of this Agreement, which the ESTABLISHMENTS recognise and accept expressly.

- 3.4 In case of projected expenses related to any travel necessary in the frame of the Research Project, the Supervisors shall mutually consult, by any means, in order to

decide upon and allocate, on a case-by-case basis, the distribution of the concerned expenses between the Parties.

#### **Article 4** ***Publications and Presentations***

- 4.1 Each Party will have the right to publish or give public presentations of the Common Results (as defined in § 5.1) but shall be subject to the prior written agreement of all of the other Parties. The details and timing of the decision to publish or give a presentation and the extent and content of the publication or presentation shall also be agreed beforehand, in writing between all the Parties (cf. §§ 4.3 and 4.4). Any other publication or presentation of the Common Results is strictly forbidden to the Parties. For the avoidance of doubt, unless otherwise agreed in writing by the concerned Parties, no publication or presentation of any Party's Background IP and/or Own Common Results is permitted, directly as indirectly, in any manner whatsoever.
- 4.2 All publications and presentations on the Common Results shall be made under the joint authorship of the Parties in compliance with the rules of good scientific practice. Furthermore, all publications and presentations shall include that the Research Project, and more generally, this Agreement, is covered by a grant from the Marie Skłodowska-Curie COFUND Programme "InnovaXN" (grant agreement n° 847439 with the European Commission).  
Each submission for publication shall be signed by the Supervisors. Each presentation shall contain written text that acknowledges and mentions the joint authorship and the contribution made by each of the Parties in compliance with the rules of good scientific practice. For the sole need of the present article 4.2, each Party consents to the others, in the terms and conditions hereunder convened, a free and non-exclusive right of exploitation of its name and logo, for the validity period of this Agreement. This right shall cease immediately and automatically in case of expiration or termination of this Agreement, whatever the cause or the date. Prior termination against a/several Party(ies) shall however not call into question the survival of this right for the non-concerned Parties, which remains in force, until the agreed contractual term.
- 4.3 The Party wishing to publish Common Results shall notify the other Parties by submitting a copy of the manuscript for review and comment, so as to arrive at least 45 (forty five) calendar days before the due date for submission for publication. The Party wishing to give a presentation shall notify the other Parties by submitting for review and comment a copy of the description of the content of the presentation and a copy of any visual aids to be used, so as to arrive at least 10 (ten) calendar days before the due date of the presentation.
- 4.4 If a Party objects to the decision to publish or to give a presentation or to the contents thereof, it shall notify the other Parties within 30 (thirty) days in case of publication and

8 (eight) days in case of presentation upon receipt of the notification to publish or present. The notification shall state, in good faith, clearly and concisely, the extent (i.e. modification or complete withdrawal) and grounds for the objection. The Party wishing to publish or to give a presentation will modify and/or withdraw in consequence the publication or, where appropriate, the presentation, in order to comply with the foregoing objection. If no objection is notified within the given timeframe hereunder, consent shall be deemed to have been given. It is agreed that the Party whose consent is required shall not unreasonably withhold or delay such consent

- 4.5 Furthermore, any Party may delay publication or presentation for a maximum period of 18 (eighteen) months, if the information contained in such publication or presentation is to be subject to intellectual and/or industrial property protection. In this case, the concerned Party shall refer to the implementation of this procedure in the notification set forth in article 4.4 above, so that the Party wishing to publish or to give a presentation takes it into consideration and amends or postpones its publication or presentation, as appropriate.
- 4.6 The Parties shall endeavour to observe the publication obligations applicable to the Student with respect to doctoral degree regulations, in particular in order to ensure the proper execution of the Student's oral examination (thesis defence or colloquium).
- 4.7 The provisions of article 4 shall remain in full force and effect during the whole validity period of this Agreement (cf. §2.1) and survive to its termination, whatever the cause or the date, for a period of five (5) years as from the effective date of termination.

## **Article 5**

### ***Property and Exploitation Rights***

#### **5.1 Definitions**

**Background IP:** information, technologies techniques, knowledge, documentation, materials, products, results and other data, patented or not, and other filings, trade secrets, and other proprietary information, including notably (i) information regarding physical or chemical or biological materials and techniques for their handling and use; (ii) information regarding, technology and processes (such as, but not limited to, assays, techniques, sketches, schematics, drawings, works of authorship, models, designs, inventions, know-how, technical documentation, equipment, algorithms, software programs, software source documents, formulae); (iii) information concerning or resulting from research and development projects and other projects (such as, but not limited to, design details and specifications, engineering information, and works in process); (iv) where appropriate, business and financial information (such as, but not limited to, current, future, and proposed products and services, financial information and models, information relating to procurement requirements, purchasing,



manufacturing, customer lists, product plans, product ideas, business strategies, marketing or business plans, financial or personnel matters, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and information regarding third parties, suppliers, customers, employees, investors or facilities); as well as all improvements and ameliorations, in this notably including on the Research Project, of a Party which are owned, licensed or controlled prior to the Effective Date.

**Own Results:** all results, including notably patents and patents applications, the associated know how, whether eligible for intellectual/industrial property protection or not, with the express exclusion of any of the Parties' Background IP, that do not relate, nor bear on the Research Project, as described in Annex 1, and which are independently obtained and/or developed by a Party during or in the course of this Agreement, as duly demonstrated by written evidence.

**Common Results:** all results obtained by all or part of the Parties without being possible to distinguish the inventive or intellectual contribution of each party, as well as the associated know how, whether eligible for intellectual/industrial property protection or not, with the express exclusion of any of the Parties' Background IP and Own Results, that relate and/or bear on the Research Project, as described in Annex 1, and which are obtained and/or developed during or in the course of this Agreement.

**Common Patents:** all patents and patent applications which relate to and/or bear on Common Results, with the express exclusion of any of the Parties' Background IP.

## 5.2 Background IP/Own Results

All Background IP and all Own Results of a Party shall be and remain its sole and exclusive property.

Except the authorisation given by the Parties to the others, for the duration of the Agreement, to use their respective Background IP, for the strict purpose of the Research Project execution, any other excluded, no rights are granted by any Party on its Background IP, nor on its Own Results.

The provisions of the present article 5.2 shall remain in full force and effect until the last right on the Parties' Background IP and, where appropriate, on the Parties' Own Results, regularly falls into the public domain, through no breach of this Agreement.

Each Party ensures that, to the best of this Party's knowledge, at the date of signature of the Agreement, its own Background IP directly related to the Research Project does not infringe any right (including, but not limited to, Intellectual Property Rights) of any third party.

## 5.3 Common Results and Common Patents



Any and all Common Results and relating Common Patents are jointly owned by the Parties, according to a distribution based on their respective financial, material and human contributions.

As a reminder, the Common Results and Common Patents shall not in any case include any of the Parties' Background IP and/or Own Results, which shall remain the sole property of these latter.

In case of Common Results and/or Common Patents, the Parties will meet without undue delay, in order to conclude a co-ownership and exploitation agreement on Common Patents, which will determine the rules applicable to said co-ownership and the Parties exploitation rights.

Notwithstanding the provisions of § 9.3, if the Parties cannot reach an agreement on the abovementioned co-ownership and exploitation agreement on the Common Results and/or the Common Patents, at the term of a 6 (six) months period as from the first notification on the subject, the Parties will designate amicably an expert (i.g. an experienced IP attorney) who will mediate the dispute regarding the terms of the agreement. In case of disagreement on the designation of such expert, after a thirty (30) days period, the most diligent Party shall have grounds to request the designation of an expert, by order of the President of the relevant Court, in application of provisions of article 9.1 below, acting in summary proceedings, and without recourse.

Provisions of articles 5.4 and 5.5 shall apply to Common Results and Common Patents.

Provisions of the present article 5.3 shall remain in full force and effect until the last right on the Common Results and/or the Common Patents regularly falls into the public domain, through no breach of this Agreement.

## **5.4 Exploitation of the Common Results and Common Patents**

### *5.4.1 Exploitation for internal research needs*

Without prejudice to the pre-existing rights of third parties, each Party shall be permitted to use, without cost, Common Results and Common Patents for, and strictly only for internal research needs, any other purpose being excluded, unless the Parties otherwise agree.

Any other use of Common Results and/or Common Patents not expressly described above shall be subject to the other owning Party/ies' prior written consent and fair and reasonable compensation to such owning Party/ies.

Without prejudice to the aforementioned with respect to the need to conclude a co-

ownership and exploitation agreement and in derogation to the absence to prior consent of the other Party: would no Party designate an expert as described in clause 5.3, the owning Party shall not be prevented from granting licence to third parties.

- 5.5 To the extent that the use of the Common Results and/or the Common Patents by one or several Parties under article 5.4 above would infringe and/or needs access to, in whole or in part, a Party's Background IP and/or any other Party's Confidential Information, the concerned Parties and the Party holder of the rights will meet and discuss, in good faith, the possible terms and conditions – notably financial - under which a licence could be granted to the concerned Party to use such Party's Background IP and/or Confidential Information, without however obliging this latter. The conditions of said licence shall be, in case of agreement, fixed in a separate convention, without which the concerned Party(ies) would not have grounds to exploit.

Whether the exploitation of the Common Results and Common Patents is direct or indirect, the COMPANY undertakes to pay to the ESTABLISHMENTS a fair and reasonable compensation, the terms of which will be defined by mutual agreement between the Parties under the co-ownership and exploitation agreement referred to in article 5.3 above.

## **Article 6**

### ***Confidentiality***

- 6.1 "Confidential Information" includes, but is not limited to, all types of scientific, technical, operational and/or commercial confidential or proprietary information, data, technologies, know-how, research projects, records, reports, developments, inventions, processes, designs, drawings, engineering, material, samples, present or future products or services, assets, customer lists, channels of distribution and market information, experience, Background IP, etc., exchanged between the Parties and marked confidential and/or which a Party and/or any of its Representatives (as defined below) could have access to during or in the course of the execution of this Agreement (hereinafter referred to as Confidential Information), provided that such written information is clearly and conspicuously marked as proprietary or confidential and that such oral or visual information is designated as proprietary or confidential upon disclosure and confirmed by the disclosing party in writing within thirty (30) days from the date of disclosure, provided that such information shall be treated as Confidential Information by the receiving Party during this thirty (30) day period.
- 6.2 The Confidential Information which the Parties receive from each other may only be used within the scope of the purpose of the Research Project, any other purpose being expressly excluded.

6.3 The Parties are obliged to keep all Confidential Information received during the execution of this Agreement confidential in order to avoid said Confidential Information being brought to the attention of unauthorised third parties.

The receiving Party agrees that it will only disclose Confidential Information to its officers, directors, employees, advisors and agents (collectively, “**Representatives**”) solely on a need to know basis, and provided that such Representatives shall have previously agreed to be bound by written obligations of confidentiality and non-use consistent with those contained in this Agreement.

For the avoidance of doubt, as an employee of the **ESRF/ILL**, the Student is equally bound by these obligations.

Furthermore, the recipient Party agrees herein to be responsible to the disclosing Party for any breach of this Agreement by any of its Representatives, and that any breach of the terms of this Agreement by the recipient Party’s Representative shall be deemed a breach under this Agreement by the recipient Party.

6.4 The receiving Party agrees that upon demand of the disclosing Party, all Confidential Information obtained under the execution of this Agreement (and all copies thereof) shall be, at the disclosing Party’s option, either promptly returned to the disclosing Party or destroyed by the receiving Party, provided the receiving Party agrees to furnish written certification to the disclosing Party of the receiving Party’s destruction of the same; except that (i) one copy of such Confidential Information may be kept by the receiving Party in its confidential files for record-keeping and archival purposes only, and (ii) the receiving Party shall not be required to destroy any automatically generated back-up computer files, provided, however, that both (i) and (ii) above shall be subject to the confidentiality and use restrictions expressly set forth herein.

6.5 The confidentiality obligation does not include Confidential Information for which the receiving Party(ies) can prove in writing that:

- at the time of receipt of the information, has been published or in some other way been made available to the public domain through no breach by the receiving Party of this Agreement ;
- after receipt, has been published or in some other way been made available to the public domain through no breach by the receiving Party of this Agreement;
- prior to the receipt, was lawfully in the possession of the receiving Party without being subject to confidentiality restrictions;
- has been received by a third party free to lawfully disclose such information to the receiving Party;

- has subsequently been developed independently by or on behalf of the receiving Party, without the use of any of the disclosing Party's Confidential Information, or
  - is or will be comprised by laws or regulations, public law rulings, decisions, orders, ordering the receiving Party to pass on information wholly or in part, provided that the receiving Party takes reasonable steps to notify the disclosing Party in advance of such disclosure in order to afford the disclosing Party the opportunity to seek a protective order or contest the appropriateness of such laws or regulations, public law rulings, decisions or orders.
- 6.6 The receiving Party shall notify the disclosing Party if the receiving Party obtains information which it believes to be covered by § 6.5. In the event of disagreement between the Parties, the burden is on the receiving Party to prove that received information is covered by § 6.5.
- 6.7 The confidentiality and non-use obligations under this provision 6 shall remain in full force and effect during the whole validity period of this Agreement and survive its termination, whatever the cause or the date, for a period of five (5) years as from the effective date of termination
- 6.8 In the event that information comprised by the rules of exception in § 6.5, or if the confidentiality period expires, the existence of this Agreement does not constitute consent to the receiving Party to make use of the received information contrary to other provisions, including intellectual property provisions, which will continue to apply, in accordance with the terms of said provisions. More generally, nothing in this Agreement is intended to grant to the receiving Party any right on the disclosing Party's Confidential Information, except if expressly set forth herein or via a separate written agreement amongst the concerned Parties.
- 6.9 The COMPANY has the right to disclose, divulge or otherwise make available Confidential Information received from the other Parties under this Agreement, to any of its affiliated companies listed in Annex 2 of this Agreement on the condition that these affiliated companies are bound by suitable confidentiality undertakings. An affiliated company shall mean any legal entity, that is (a) directly or indirectly controlled by the COMPANY, (b) directly or indirectly controlling the COMPANY or (c) together with the COMPANY, under common control of a third party.

## **Article 7** *Liability*

### **7.1 No warranties**

With respect to any information or materials (incl. Common Results and Background IP) supplied by one Party to another under the Research Project, no warranty or representation of any kind is made, given or implied, as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore:

- the recipient shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting rights to use such information and materials for the purpose of the Research Project shall be liable in case of infringement of proprietary rights of a third party resulting from such use by the other Party(ies).

## 7.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by gross negligence or a wilful act.

The terms of this Agreement shall not be construed to amend or limit any Party's statutory liability.

DRAFT

**7.3 Damage caused to third parties**

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Common Results or Background IP.

**Article 8**  
*Administrative Provisions*

- 8.1 Any amendment to this Agreement, annexes included, shall be subject to a supplementary written agreement, signed by the Parties. An oral agreement shall not be binding on the Parties.
- 8.2 The COMPANY, the UNIVERSITY, **the ESRF, and the ILL** shall each nominate two (2) fully authorised representatives for the execution of the present Agreement. These persons shall be the direct spokespersons for each of the Parties and all correspondence relative to the Agreement shall be addressed to them, being however specified that sole the legal representatives of Parties are entitled to conclude any amendment to this Agreement, in compliance with article 8.1 above.

For the COMPANY,

Technical and scientific matters:

[NAME]  
[Function]  
[Address]  
[Phone number]  
[Email]

Legal and administrative matters:

[NAME]  
[Function]  
[Address]  
[Phone number]  
[Email]

For the UNIVERSITY,

Technical and scientific matters:

[NAME]  
[Function]  
[Address]  
[Phone number]  
[Email]

Legal and administrative matters:

[NAME]  
[Function]  
[Address]  
[Phone number]  
[Email]

For the ESRF,

Technical and scientific matters:

[NAME]  
[Function]  
[Address]  
[Phone number]  
[Email]

Legal and administrative matters:

[NAME]  
[Function]  
[Address]  
[Phone number]  
[Email]

For the ILL,

Technical and scientific matters:

Legal and administrative matters:

[NAME]  
 [Function]  
 [Address]  
 [Phone number]  
 [Email]

[NAME]  
 [Function]  
 [Address]  
 [Phone number]  
 [Email]

**Article 9**  
*Termination of the Agreement*

This Agreement may be terminated by a Party if any other Party materially defaults in its obligations herein. If such breach is not remedied within 60 (sixty) working days after written notice from a non-defaulting Party specifying the nature of breach, then the non-breaching Parties shall have the right to terminate this Agreement forthwith upon written notice to the breaching Party.

Notwithstanding the above provisions, any Party will be entitled to terminate this Agreement in case of force majeure lasting over a period of 3 (three) months after its occurrence.

The COMPANY and the UNIVERSITY will be informed in case of notice of termination of the Student's employment contract whether by the Student or by the **ESRF/ILL**. The Parties will then meet to evaluate the conditions of the continuation of this Agreement or its termination, without indemnification to any Party, without however calling into question the provisions of articles 4, 5 and 6 herein. In the case the Parties agree to continue the Research Project, an amendment to this Agreement will be concluded between the Parties, in accordance with provisions of article 8.1 above.

In case of termination of the InnovaXN contract by the European Commission, ESRF will notify the other Parties and this Agreement will expire by right on the effective date of the European Commission's decision, without indemnification to any Party.

The termination of this Agreement shall not in any way operate to impair or destroy any of the rights or remedies of any of the Parties or to relieve a Party of its obligations to comply with any of the provisions of this Agreement, which shall have accrued prior to the effective date of termination. Furthermore, provisions of article 6.4 shall apply in case of termination of this Agreement, whatever the cause or the date.

**Article 10**  
**Privacy**

A Party shall not process and/or transfer (in or out) any Personal Data in the meaning of Regulation 2016/679 EU 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 ("General Data Protection Regulation" or "GDPR") for the purposes of the Project to the other Parties under this Agreement, unless the Parties have



executed prior to such processing and/or transfer a separate data processing/transfer agreement in compliance with the GDPR.

## **Article 11** ***Final Provisions***

- 11.1 The present Agreement is subject to French law. Place of Jurisdiction shall be Grenoble, France.
- 11.2 All documents relating to this Agreement shall be written in English.
- 11.3 The provision of § 5.3 notwithstanding, before any legal recourse, the Parties shall attempt to settle through negotiation in good faith all disputes or differences which arise between them resulting from or in connection with this Agreement. In the case the Parties cannot meet an agreement within a period of three (3) months as from the first notification on the dispute, each Party shall have the right to bring the case into the relevant courts, as fixed in article 9.1 above.
- 11.4 The present Agreement is concluded *intuitu personae*. As a consequence, it cannot be ceded, transferred, assigned, delegated or subcontracted by any Party without the prior written agreement of the other Parties. Furthermore, in the case a Party is duly authorised, in writing, by the others to subcontract, in whole or in part, its rights and/or obligations under this Agreement, it shall remain primarily responsible for its subcontractor's works and the agreement between said subcontractor and the considered Party shall be consistent with all of the provisions of this Agreement, including those related to intellectual property, publication, secrecy and non-use. For all purposes of this Agreement, the acts and omissions of any subcontractor shall be deemed to be the acts and omissions of the delegating Party, unless otherwise agreed in writing between the Parties.
- 11.5 This Agreement may be executed by electronic signature. An electronic copy of this Agreement, executed by all Parties, will be as effective as an executed paper document.

THIS AGREEMENT HAS BEEN ENTERED INTO:

**For and on behalf of the COMPANY,**

City, Date

City, Date

NAME, Function

NAME, Function

DRAFT

**For and on behalf of the UNIVERSITY,**

City, Date

City, Date

NAME, Function

NAME, Function

DRAFT

**For and on behalf of the ESRF,**

Grenoble, Date:

Grenoble, Date:

Francesco SETTE,  
Director

Luis SANCHEZ ORTIZ,  
Head of the Administration

DRAFT

**For and on behalf of the ILL,**

Grenoble, Date:

Grenoble, Date:

Prof. Helmut Schober,  
Director

M. Martin Walter,  
Acting Head of the Administration

**Annex 1  
PhD PROJECT SUMMARY**

---

**ONE-TWO PAGE OUTLINE GOES HERE with EXPECTED KEY DATES/SCHEDULE OF WORK**

DRAFT

**Annex 2 – LIST OF AFFILIATED COMPANIES**

DRAFT