

Cooperation agreement Entrepreneur-Research organisation v. 1/1/2022
Free testing time in our experimental facilities for SMEs

Cooperation agreement Entrepreneur-Research Institute

Titel:

Parties:

....., located at, (trader)
and Stichting Deltares, established at Boussinesqweg 1, 2629HV in Delft, represented in this matter by
....., hereinafter to be referred to as 'Deltares' (research institution)

Hereinafter referred to individually as "Party" and collectively as "Parties".

Whereas:

- That Deltares is an independent institute for applied research in the area of water and subsoil;
- That Name Entrepreneur qualification and enterprise objective;
- That Deltares has initiated the programme "Free testing time in our experimental facilities for SMEs" and invites entrepreneurs to test innovative concepts in the Deltares Hydro facilities;
- This programme aims to jointly develop knowledge that has the potential to have an impact on society and that fits within the Deltares objective;
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- The parties have committed themselves within the framework of the programme "Free testing time in our experimental facilities for SMEs", hereinafter referred to as "the TKI", to carry out project ".....", hereinafter referred to as "the Project";
- That the Project is described in a project plan, attached as Annex A, hereinafter referred to as "the Project Description";
- That the Project Description also describes how the Project fits in with the grant, how the project budget is composed, what the Parties' share in the Project is, both in terms of funds and their contribution in kind, what the expected subsidies and any other financial contributions are and what their intended use is;

- That the Parties wish to regulate the mutual relationship in which they will work together in this Agreement, hereinafter referred to as "the Agreement", in accordance with each party's share in the Project and with due observance of Title 6 .2 (Subsidy Regulation for institutes for applied research) of the Regulation of the Minister of Economic Affairs of 1 February 2018, no. WJZ/17203973, containing rules for the provision of subsidies by the Ministries of Economic Affairs and Climate Change and of Agriculture, Nature and Food Quality to institutes for applied research.

Correspond to the following:

1. Subject

- 1.1 Parties undertake to work together under the provisions of this Agreement and undertake to carry out the Project as described in the Project Description.
- 1.2 The Parties shall support each other to the best of their abilities in the execution of the Project and shall, where necessary and desirable, consider each other's interests as if they were their own. Each Party shall inform the other of any problems that may jeopardize the progress of the Project and in general each Party shall provide the other Party(s) with all information relevant to the Project.

- 1.3 Each of the Parties shall refrain from any action or omission that might result in the refusal of a subsidy or in an obligation to repay a subsidy.

2. Method of cooperation

- 2.1 Each Party shall appoint a contact person for the implementation of the Project. This contact person shall also be the Project Manager of the Project.
Each Party may replace its contact person.
The Party concerned shall notify the other Party accordingly.
- 2.2 The planning agreed between the Parties is indicative; the Research Institute reserves the right to change this planning unilaterally without giving reasons.

3. Finance

- 3.1 Parties are each responsible for completing the work to be carried out by them, according to the agreed distribution, within the Project's budget.
- 3.2 The parties shall ensure that the project costs, both eligible costs and other costs, are covered by the project budget.
- 3.3 The project budget distinguishes between:
- the private contributions and efforts in kind of the Entrepreneur;
 - the commitment in cash and in kind of the research institution;
 - subsidies from a (Dutch) government body or the European Commission;

4. Rights to results

- 4.1 The Contractor shall receive all results of the Project in the form of reports.
The results of the cooperation, which do not comprise intellectual property rights, may be widely disseminated. The Parties may freely publish on those results, without prejudice to Article 5 of this Agreement.
- 4.2 All intellectual property rights arising from the activities of the Research Organisation shall be wholly owned by the Research Organisation.
- 4.3 The Research Establishment may transfer the intellectual property rights resulting from the Project to the Entrepreneur in return for a payment corresponding to the market price

of these property rights. Any contribution of the Entrepreneur to the costs of the Research Institution shall be deducted from the aforementioned fee.

- 4.4. In appropriate special cases, in deviation from the above, it may be agreed that intellectual property rights arising from the Project, as well as related access rights, will be assigned to the Contractor in a manner that is an appropriate reflection of its work package, contribution and respective interests, such that no indirect state support is involved. In that case, the manner in which the Parties will deal with intellectual property will be explicitly laid down in writing in the form of an addition to the Agreement.
- 4.5 Each Party shall be entitled to use the background knowledge (existing knowledge) made available to it by the other Party for its own purposes, but solely for the purposes of implementing the Project. It shall not make such knowledge available to third parties or allow such knowledge to be used by third parties without the prior written permission of the other Party, which permission may be subject to reasonable conditions.
- 4.6 Each Party shall have the right to use the results obtained by the other Party on the basis of bilateral arrangements. When used for internal non-commercial applications, the use of the results will in principle be free of charge, on the basis of a non-transferable, non-exclusive license.

5. Confidentiality and publication

- 5.1 Each Party shall keep confidential all knowledge and data made available to it by the other Party in the context of the execution of this Agreement, to the extent that such knowledge and data were not obtained through the execution of the Project and to the extent that such knowledge and data were explicitly marked "confidential" by that other Party, hereinafter referred to as: "the Confidential Information", and shall not use it for any purpose other than the execution of the Project.

This obligation does not apply insofar as:

- a. the Secret Information is already in the possession of the Party receiving the information at the time when the Secret Information is communicated to that Party;

- b. the Secret Information is or becomes generally known, without this being the result of any culpable act or omission on the part of the Party receiving the information;
- c. the Secret Information is lawfully obtained by the Information Receiving Party from a third party, or through its own research, without the Secret Information being used in any way.
- d. the Secret Information is to be disclosed by order of a judicial institution, administrative body or government agency, it being understood that the Party concerned shall forthwith inform the providing Party thereof, whereupon the latter Party shall be given the opportunity to intervene and possibly prevent the disclosure.

5.2 Each Party shall keep the Confidential Information made available to it by the other Party confidential from the time of making it available until one year⁵ after the date of completion of the Project, unless otherwise agreed in writing.

5.3 Each of the Parties guarantees that its personnel will also comply with the 5obligations referred to in this article and in article 4 paragraph.

5.4 Parties shall only publish about the Project and its results after approval of the text drafted for that purpose by the most diligent Party by the other Party, insofar as its share of the work is covered by the publication.

6. Liability

6.1 Parties are responsible to each other for the timely and proper execution of their respective shares in the Project, all this as described in the Project Description.

6.2 Parties will not be liable to each other for damage resulting from application or use of the results or Secret Information referred to in Articles 4 or 5, except in the case of intent or conscious recklessness on the part of the Party that has provided the results or Secret Information.

6.3 Each Party shall indemnify the other Party against all claims by third parties for damages suffered by them arising from the application or use of results made available by the first Party to such third parties.

6.4 Parties shall be liable to each other for damage of the other Party which is the direct result of an attributable failure in the fulfilment of the obligations under this Agreement up to a maximum of the relative share of the failing Party in the Project, both in cash and in kind (in kind), consisting of its own contributions, increased by any fees paid to the failing Party from the Project budget for work within the Project.

7. Duration and termination

7.1 This Agreement shall enter into force on the day it is signed by the Parties and shall be entered into for the entire duration of the Project.

7.2 If a Party is declared bankrupt or is granted a (provisional) suspension of payments or if applications are made for such a suspension, the rights of this Party under this Agreement shall lapse by operation of law.

7.3 Those provisions which by their nature are intended to remain in force after the termination of this Agreement shall remain in full force.

7.4 The Research Institute reserves the right to terminate the Program or the Project with immediate effect, without this giving rise to any obligation to compensate the Entrepreneur for the damage suffered or to be suffered.

8. Miscellaneous

8.1 This Agreement may be amended only by mutual agreement and amendments shall be in writing and attached to this Agreement as an addendum.

8.2 Neither Party may assign its rights and obligations under this Agreement to a third party without the express written consent of the other Party.

8.3 On the site of the Research Institute, the Entrepreneur is bound by the applicable safety instructions and/or (oral) instructions given by employees of the Research Institute in this regard.

8.4 During the term of this Agreement, the Parties shall be obliged to maintain adequate insurance cover, which shall be understood to mean at least a valid business liability insurance. Upon first request, the parties will submit the relevant insurance policy or policies to the party requesting them.

- 8.5 The General Terms and Conditions of the Parties do not apply to this Agreement.
- 8.6 The invalidity of any provision of this Agreement shall not affect the binding nature of the remaining provisions. The parties shall also endeavour to replace the invalid provision with a valid provision that expresses the intentions of the parties with regard to and/or the purport of the invalid provision as much as possible.

9. Law and disputes

- 9.1 This Agreement is governed by Dutch law.
- 9.2 All disputes that may arise from the present Agreement, or from further agreements resulting from it, will be submitted to the competent court in The Hague.

Drawn up and signed in true originals

Signature
Name
Function
Date

Deltares Foundation

Signature
Name
Function
Date



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Deltares is registered with the trade register of the Chamber of Commerce Haaglanden with no. 41146461 as Foundation 'Stichting Deltares'