

Deliverable 11.9: Report on associate partnership program

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1. Definition

The Associate Partnership Program is a program through which interested parties can be formally linked to the project ACTRIS IMP. An Associate Partner is an organization participating in ACTRIS activities but not as an ACTRIS IMP beneficiary or a linked third party. Associate partners are eligible to apply for ACTRIS IMP travel funding from their national beneficiaries or from the project coordination. ACTRIS involves many countries and research performing organisations (RPOs), and not all RPOs could be direct beneficiaries or linked third parties of the ACTRIS IMP project. Via the Associate Partnership program, many RPOs that belong to a national ACTRIS consortium are included in ACTRIS IMP activities. The Project Management Office is responsible for managing and formalizing collaboration with partners other than ACTRIS IMP beneficiaries and linked third parties through the Associate Partnership program. This is performed in close collaboration with Tasks 1.1 and 1.3, both of which are concerned with enlarging ACTRIS community and membership in ACTRIS ERIC. ACTRIS IMP Associate Partners are expected to be in touch with the ACTRIS IMP national coordinator and to participate in the ACTRIS IMP activities.

2. Procedure to become an Associate Partner

Associate Partners are third Parties interested in participating in the activities of the project. Initial Associate Partners were proposed by the National Contact Persons (NCPs) and accepted to the ACTRIS IMP Consortium by the approval of the ACTRIS IMP General Assembly in its first meeting. After that, other potential entities could become Associate Partners during the course of the project by sending an expression of interest to the ACTRIS Head Office. The status of these ACTRIS IMP Associate Partners was then granted by the ACTRIS IMP General Assembly. Admittance of all Associate Partners is subject to the signature of ACTRIS IMP Confidentiality agreement (Section 5) between the Associate Partner and the project consortium to protect any confidential proprietary information available under the Project. The project consortium gives power of attorney to the project coordinator to act in its name for the conclusion of the Confidentiality agreement. The costs of Associate Partners are not charged to the project except costs related to the participation of Associate Partners in relevant workshops and meetings. These costs are covered by the beneficiaries or the Head Office, decided on case-by-case basis in order to ensure the successful outcome of the project.

3. ACTRIS IMP Associate Partners

At the time of the beginning of ACTRIS IMP, the project had 44 Associate Partners (listed in the ACTRIS IMP Consortium Agreement). These Associate Partners were approved by the First ACTRIS IMP GA held during the ACTRIS IMP kick-off meeting in February 2020. During the ACTRIS IMP lifetime, 5 new Associate Partners joined the project via the Associate Partnership Program managed by the ACTRIS IMP WP11. Thus, by the end of the project there were 49 Associate Partners in ACTRIS IMP (see Table 1). It should be,

however, noted that in order to formalize the Associate Partnership, the organizations are requested to sign a confidentiality agreement (Section 5). By the end of the project, only 29 Associate Partnerships were formalized via the confidentiality agreement.

Table 1. All ACTRIS IMP Associate Partners. Those marked with a plus (+) also signed the Confidentiality agreement. Those marked with an asterisk (*) joined the Associate Partnership Programme of ACTRIS IMP after the Kick-off meeting.

#	Country	Organisation
1	Australia	ACOEM Australasia (Ecotech Pty Ltd) (+)*
2	Belgium	Royal Meteorological Institute of Belgium, KMI-IRM (+)
3	Belgium	Université de Liège, ULiège
4	Belgium	Institut Scientifique de Service Publique, ISSeP (+)
5	Cyprus	ERATOSTHENES Centre of Excellence of the Cyprus University of Technology, CUT (+)
6	Czech Republic	Ústav výzkumu globální změny AV ČR, v.v.i. (Global Change Research Institute, Czech Academy of Sciences), CZECHGLOBE
7	Czech Republic	RECETOX, Přírodovědecká fakulta, Masarykova univerzita (Research Centre for Toxic Compounds in the Environment, Faculty of Science, Masaryk University), RECETOX (+)
8	Finland	Itä-Suomen yliopisto (University of Eastern Finland), UEF
9	Finland	Tampereen yliopisto (Tampere University), TAU
10	France	Centre National d'Etudes Spatiales, CNES
11	France	Commissariat à l'Energie Atomique et aux Energies Alternatives, CEA (+)
12	France	Institut de Recherche pour le Développement, IRD
13	France	Institut Paul Emile Victor, IPEV
14	France	Météo-France, MF (+)
15	France	Aix-Marseille Université, AMU
16	France	École des Ponts ParisTech, ENPC
17	France	École Polytechnique, EP
18	France	Université Clermont Auvergne, UCA
19	France	Université de la Réunion, UR (+)
20	France	Université de Toulouse III Paul Sabatier, UPS
21	France	Université d'Orléans, UO
22	Germany	Bergische Universität Wuppertal (University of Wuppertal), BUW (+)

23	Germany	Deutscher Wetterdienst (German Meteorological Service), DWD (+)
24	Germany	Ludwig-Maximilians-Universität, Meteorologisches Institut München (Ludwig Maximilians University, Meteorological Institute Munich), LMU (+)
25	Germany	Universität Bremen, Institut für Umweltphysik (University of Bremen, Institute of Environmental Physics), IUP
26	Germany	Universität zu Köln, Institut für Geophysik und Meteorologie (University of Cologne, Institute for Geophysics and Meteorology), UoC (+)
27	Germany	Goethe-Universität Frankfurt am Main, Institut für Atmosphäre und Umwelt (Goethe University Frankfurt/Main, Institute for Atmospheric and Environmental Sciences), GUF
28	Germany	Alfred-Wegener-Institut, Helmholtz-Zentrum für Polar- und Meeresforschung (Alfred Wegener Institute, Helmholtz Centre for Polar and Marine Research), AWI
29	Germany	Umweltbundesamt (German Environment Agency), UBA (+)
30	Germany	TSI GmbH (+)*
31	Germany	Abacus Laser GmbH (+)*
32	Greece	Raymetrics SA, RAYMETRICS (+)*
33	Italy	Agenzia nazionale per le nuove tecnologie, l'energia e lo sviluppo economico sostenibile (Italian Agency for New Technologies, Energy and Sustainable Economic Development), ENEA (+)
34	Italy	Istituto Nazionale di Fisica Nucleare (National Institute for Nuclear Physics), INFN
35	Italy	Università degli Studi dell'Aquila (University of L'Aquila), UNIAQ (+)
36	Italy	Università degli Studi di Napoli "Federico II" (University of Naples "Federico II"), UNINA (+)
37	Italy	Università degli Studi di Urbino "Carlo Bo" (University of Urbino), UNIURB (+)
38	Italy	Università del Salento (University of Salento), UNISALENTO (+)
39	Lithuania	Center for Physical Sciences and Technology, FTMC*
40	Poland	Instytut Podstaw Inżynierii Środowiska Polskiej Akademii Nauk, IEE-PAS (+)
41	Poland	Instytut Meteorologii i Gospodarki Wodnej - Państwowy Instytut Badawczy, IMGW-PIB
42	Poland	Uniwersytet Wrocławski, UWr (+)
43	Poland	Uniwersytet Śląski w Katowicach, UŚ (+)
44	Poland	Uniwersytet Przyrodniczy w Poznaniu, PULS (+)
45	Romania	Babes-Bolyai University of Cluj, UBB

46	Romania	Al. I. Cuza University of Iasi, UAIC (+)
47	Romania	National Institute for Aerospace Research “Elie Carafoli”, INCAS (+)
48	Romania	“Dunarea de Jos” University of Galati, UDJG (+)
49	Spain	University of Coruña, UDC (+)*

4. Use of the Associate Partnership Program and Outlook

Many ACTRIS IMP Associate Partners have been active during the project and participated not only in the ACTRIS Community meetings, but also in the local and national meetings. Each ACTRIS Community meeting during ACTRIS IMP was well attended by the Associate Partners, with the ACTRIS Week 2023 having been attended by 30 Associate Partners, either in person or remotely. This shows a great interest and level of involvement of the Associate Partners in the ACTRIS activities as more than half of all ACTRIS IMP Associate partners attended the ACTRIS Week 2023. About half a dozen of Associate Partners also requested funding from their national beneficiaries or from the project coordination in order to attend the ACTRIS Community meetings.

At the same time, it has to be said that despite the fact that more countries and beneficiaries are involved in the ACTRIS IMP project compared to the preceding ACTRIS PPP project, there are fewer Associate Partners in the ACTRIS IMP Consortium. ACTRIS PPP had 70 Associate Partners compared to 49 in the ACTRIS IMP Project. 71% of the ACTRIS PPP Associate Partners signed the Confidentiality Agreement, meanwhile only 59% did so in the ACTRIS IMP Project. These numbers highlight the decrease in the interest of the ACTRIS-adjacent RPOs to join the ACTRIS IMP Associate Partnership Program.

The initial idea behind the Associate Partnership Program was to provide unique opportunities to a large number of RPOs for collaboration and to enable the efficient and timely distribution of relevant information. As ACTRIS evolved, matured, and eventually reached the ERIC status in April 2023, the means of collaboration, participation and information distribution have evolved as well, making it necessary to rethink and potentially redesign the Associate Partnership Program to make it more attractive and efficient. There are several reasons for that.

First, ACTRIS currently has several channels for efficient dissemination of all relevant information, including national ACTRIS mailing lists, as well as several mailing lists specifically targeted to, e.g., the private sector. There are also an overarching ACTRIS community mailing list and the ACTRIS newsletter, both of which currently have almost 500 subscribers. Anyone can freely join these information channels by filling out a simple online form. Second, all of the ACTRIS community meetings, including the project-related and the ACTRIS Week meetings, are open to all, meaning that anyone, within reason, can attend. Third, and perhaps the most important reason for a decline in the Associate Partnership Program has to do with the funding. As mentioned previously, those Associate Partners that have signed the Confidentiality Agreement can apply for limited funding to attend the ACTRIS meetings. At the same time,

due to the COVID-19 pandemic, 4 out of 7 community meetings that took place during ACTRIS IMP were fully virtual meetings which bore no direct cost of participation. The remaining 3 meetings all offered a possibility of connecting to the meeting remotely. ACTRIS Week 2023, as mentioned previously, was attended by 30 Associate Partners, of which 21 were present on site. Of the 30 Associate Partners that attended ACTRIS Week 2023, only 21 signed the Confidentiality Agreement and 4-5 requested funding to attend.

All of this highlights the lack of a real incentive for an RPO to formally join the Associate Partnership Programme since an RPO could stay up-to-date about all ACTRIS-related activities and participate in the ACTRIS Community meetings without having to do any extra paperwork to become an Associate Partner of the ACTRIS IMP project. As ACTRIS continues to evolve and moves from a project-based entity to the ERIC, it is important to address the issue of widening the participation and enlarging the community of all interested RPOs in an efficient and logical manner. Since ACTRIS is not foreseen to have a general community project in the near future after ACTRIS IMP, the potential future Associate Partnership Programme needs to connect the partners to ACTRIS in a new way, that which is based on how the RPOs are connected to ACTRIS (e.g., CF host institutions, NF host institutions, innovation collaborators etc.). There is clearly a lot of interest from the RPOs to participate in the ACTRIS activities. But there is also a need to reconsider the Associate Partnership Programme in its current form in order to make it more efficient, more attractive and more logical. This may be done both on a centralised ACTRIS ERIC basis, as well as within the National ACTRIS Consortia. The future Associate Partnership Programme needs to match with the structure of ACTRIS, not that of a project.

5. Confidentiality Agreement

ACTRIS IMP CONFIDENTIALITY AGREEMENT

RELATING TO ACTRIS IMP GRANT AGREEMENT AND CONSORTIUM AGREEMENT

This agreement (hereinafter “Agreement”) has been made between

The Coordinator,

ILMATIETEEN LAITOS (FMI),

having its registered address at

Erik Palménin aukio 1 FI-00560 Helsinki FINLAND

(hereinafter “Coordinator”) with the legal authorised representative

Director of the Climate Research Programme Hannele Korhonen

and the contact person for ACTRIS IMP

Coordinator Eija Juurola,

acts on its behalf and on behalf of Consortium’s Parties of the ACTRIS IMP Project; and

[Official name of the Organisation] _____,

having its registered address at

[address] _____

(hereinafter “Organisation”) with the legal authorised representative

[Position and Name] _____

and the contact person for ACTRIS IMP

[Position and Name] _____

as the parties to this Agreement; hereinafter referred to individually as a “Party” or jointly as the “Parties”.

WHEREAS, the Coordinator has signed a grant agreement with the European Commission under the Horizon 2020 entitled “**ACTRIS Implementation Project (IMP), GA No 871115**” hereinafter referred to as the (“Project”),

WHEREAS, for the purpose of the Project the Parties will supply each other with information which may be confidential and it is the intention of the Parties, that any confidential information disclosed by a Party (hereinafter “Disclosing Party”) to the other Party (hereinafter “Receiving Party”) shall be used only under the terms and conditions of this Agreement and not disclosed to any third party or used for any other purpose,

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. The Disclosing Party may provide the Receiving Party information which may be considered to be confidential information. "Confidential Information" shall mean any and all research, technical, financial, business or commercial information, data, products or material disclosed by the Disclosing Party, which: (i) if in written or other tangible form, is clearly marked as "Proprietary" or "Confidential" or with a similar legend; or (ii) if disclosed orally, visually or in other intangible form, is at the time of disclosure identified as confidential and confirmed in writing to be "Confidential" within fourteen (14) days of such disclosure. The Confidential Information shall also include all copies, reproductions, photographs, images, records, and extracts of the information, as well as all notes and summaries prepared by the Receiving Party from the Confidential Information.
2. Subject to Article 3, the Receiving Party shall treat all the Confidential Information disclosed by the Disclosing Party as strictly confidential and shall not disclose or transfer the Confidential Information to any third party without the prior written authorisation of the Disclosing Party. The Receiving Party shall not use the Confidential Information for any purpose other than for the Project.
3. The Receiving Party undertakes to safeguard the Confidential Information using the same degree of care as it uses to safeguard its own confidential and proprietary information, however, using no less than reasonable care. The Receiving Party undertakes to restrict access to all Confidential Information to only those of its employees, agents, consultants and affiliated companies to whom such access is necessary for carrying out the Project. The Receiving Party shall be liable for any breach of this Agreement by its employees, agents, consultants and affiliated companies.
4. The Parties undertake to observe the confidentiality and non-use obligations defined in this Agreement during the Project and for four (4) years after the Project has ended. The said obligations shall not be applied to Confidential Information that:
 - a. was already public at the time of its receipt or has become public thereafter through no breach of this Agreement by the Receiving Party;
 - b. becomes known to the Receiving Party from a source other than the Disclosing Party with no confidentiality obligations as evidenced by prior written records;
 - c. was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party as evidenced by prior written records;
 - d. was independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party; or
 - e. is approved for release by prior written authorisation by the Disclosing Party.

If the Receiving Party is required to disclose Confidential Information pursuant to mandatory law, court order or a binding ruling of a governmental authority, it may do so provided that it gives the Disclosing Party prompt written notice of the requirement, if permitted by law and upon request assists the Disclosing Party in seeking a protective order or other similar protection, if possible. If, in the absence of a protective order, the Receiving Party determines that it is required to disclose the

- Confidential Information, it shall advise the respective authority of the confidential nature of the Confidential Information, and shall limit the disclosure only to the extent required.
5. Nothing herein shall be construed, by implication or otherwise, as an obligation to either Party to enter into any further agreement(s) relating to the Confidential Information, or as granting or implying the grant of any ownership rights or license under any know how, patent, patent application, trademark, copyright or any other intellectual property right to the Receiving Party.
 6. All right, title and interest in the Confidential Information is and shall remain that of the Disclosing Party.
 7. Upon the written request of the Disclosing Party, the Receiving Party agrees to return within twenty (20) calendar days to the Disclosing Party any and all originals, copies and reproductions of the Confidential Information, or at the Disclosing Party's option, certify destruction of the same. Nevertheless, the Receiving Party is authorized to preserve a copy of all Confidential Information, with a single aim of filing, by way of traceability of the Project's results. For the avoidance of doubt, such copy shall be treated as Confidential Information in accordance with this Agreement.
 8. A Party shall be liable to compensate the other Party for all damages caused by a breach of any of its obligations under this Agreement. A Party's aggregate liability towards the other Party shall in all cases be limited to 20 000 euro provided such damage was not caused by a willful act or gross negligence.
 9. All Confidential Information disclosed by the Disclosing Party under this Agreement is provided "AS IS" with no representation or warranty, express or implied, to the Receiving Party of any kind, in particular, with respect to its condition, merchantability, accuracy, completeness, safety, performance, fitness for a particular purpose of use or the non-infringement of trademarks, patents copyrights or any other intellectual property rights, or other rights of third parties. The Receiving Party shall be solely responsible for the use to which it puts the Confidential Information, however, having only right to use the Confidential Information for the Project, and the Disclosing Party shall not be liable for any damages or loss possibly suffered by the Receiving Party due to the use of the Confidential Information disclosed under this Agreement.
 10. This Agreement shall become effective as of the date it has been signed by both Parties and it shall end 4 years after the end of the Project.
 11. This Agreement may be terminated by either Party at any time by giving thirty (30) calendar days written notice to the other Party. Termination shall not affect the Parties obligation to comply with this Agreement with respect to any Confidential Information received before the date of termination.
 12. Neither this Agreement, nor any interest herein, may be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

Amendments or modifications to this Agreement shall be effective only if made in writing and signed by the Authorised representatives of both Parties.

This Agreement sets forth the entire agreement between the Parties relating to the subject matter hereof and, upon its execution, supersedes and cancels all prior communication, written or oral between the Parties in respect of such subject matter.

13. This Agreement is governed by the laws of Belgium in accordance with the above mentioned grant agreement that has been made in the Project.
14. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties. The award of the arbitration will be final and binding upon the Parties. Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

This Agreement has been executed in two (2) identical originals, one for the Consortium Parties and one for the Associated Partner, by the duly Authorised representatives and the Contact persons for ACTRIS IMP.

COORDINATOR

Place:

Date:

Signature:

Name

Eija Juurola

Position

ACTRIS IMP Coordinator

ORGANISATION

Place:

Date:

Signature:

Name

Position