

Deliverable 9.7: Summary 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 ACTRIS PPP. An Associate Partner is an organization participating in ACTRIS activities but not as ACTRIS PPP partner. Associate partners are eligible to apply for ACTRIS PPP 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 of PPP. Via the Associate Partnership program, all RPOs that belong to a national ACTRIS consortium were included in ACTRIS PPP activities. The Project Management Office was responsible for managing and formalizing collaboration with partners other than ACTRIS PPP beneficiaries and linked third parties through the Associate Partnership program. This was performed in close collaboration with Task 1.3 Connecting national ACTRIS activities to ACTRIS PPP. ACTRIS PPP Associate Partners were expected to be in touch with the ACTRIS PPP national coordinator and to participate in ACTRIS PPP 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 accepted to the ACTRIS PPP Consortium by the approval of the ACTRIS PPP 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 PPP Project Management Office. The status of an ACTRIS PPP Associate Partner was granted by the General Assembly. Admittance of all Associate Partners was subject to the signature of ACTRIS PPP Confidentiality agreement (Section 5) between the Associate Partner and the Consortium to protect any confidential proprietary information available under the Project. The Consortium gives power of attorney to the Coordinator to act in its name for the conclusion of the Confidentiality agreement. The costs of Associate Partners were not charged to the Project except costs related to the participation of Associate Partners in relevant workshops and meetings. These costs were covered by the beneficiaries, decided on case-by-case basis in order to ensure the successful outcome of the Project.

3. ACTRIS PPP Associate Partners

At the time of ACTRIS PPP submission, the project had 64 Associate Partners (listed in the ACTRIS PPP Consortium Agreement). These Associate Partners were approved by ACTRIS PPP GA in ACTRIS PPP kick-off meeting in February 2017. During ACTRIS PPP project, 6 new Associate Partners joined the project via the Associate Partnership Program managed by ACTRIS PPP WP9. Thus, by the end of the project there were 70 Associate Partners in ACTRIS PPP (see Table 1). It should be, however, noted that in order to formalize the Associate Partnership, the organizations were requested to sign a confidentiality agreement

(Section 5). By the end of the project, 50 Associate Partnerships were formalized via the confidentiality agreement.

Table 1. All ACTRIS PPP Associate Partners. Those marked with an asterisk (*) joined ACTRIS PPP during the course of the project (i.e. are not listed in the ACTRIS PPP Consortium Agreement). Those marked with a plus (+) signed a confidentiality agreement (Section 5).

#	Country	Organisation
1	Austria	Medical University of Innsbruck (*+)
2	Austria	ZAMG Sonnblick Observatory (*+)
3	Belgium	Scientific Institute of Public Service (+)
4	Belgium	Royal meteorological Institute of Belgium (+)
5	Belgium	University of Antwerp (+)
6	Belgium	University of Liège (+)
7	Bulgaria	Bulgarian Academy of Sciences, Institute of Electronics (+)
8	Estonia	Estonian Environmental Research Centre
9	Estonia	University of Tartu (+)
10	Finland	University of Eastern Finland (+)
11	Finland	Tampere University of Technology (<i>from 2019 onwards Tampere University</i>)
12	France	French Alternative Energies and Atomic Energy Commission (+)
13	France	University of Clermont Auvergne (+)
14	France	University of Reunion Island (+)
15	France	Mines Douai School of Engineering (+)
16	France	Meteo-France (+)
17	France	French Research Institute for Development
18	France	National Institute for Industrial Environment and Risks
19	France	Institut Paul Emile Victor (French Polar Institute)
20	France	Pierre Simon Laplace Institute
21	France	Federal University of Toulouse Midi Pyrenees
22	France	University of Paris East Créteil
23	France	Versailles Saint Quentin Yvelines University
24	France	National Centre for Space Studies
25	Germany	University of Wuppertal (+)

26	Germany	German Meteorological Service (+)
27	Germany	Research Center Jülich, Institute of Energy and Climate Research (+)
28	Germany	Ludwig Maximilians University (+)
29	Germany	Max Planck Institute for Meteorology Hamburg (+)
30	Germany	University of Bremen, Institute of Environmental Physics (+)
31	Germany	University of Cologne, Institute for Geophysics and Meteorology (+)
32	Greece	Aristotle University of Thessaloniki (+)
33	Greece	National Centre for Scientific Research "Demokritos" (+)
34	Greece	National Technical University of Athens (+)
35	Greece	University of Crete (+)
36	Greece	Foundation for Research and Technology Hellas
37	Italy	Italian Agency for New Technologies, Energy and Sustainable Economic Development (+)
38	Italy	National Institute for Nuclear Physics (+)
39	Italy	University of L'Aquila (+)
40	Italy	University of Naples "Federico II" (+)
41	Italy	University of Urbino (+)
42	Italy	University of Salento (+)
43	Lithuania	State Research Institute Center for Physical Sciences and Technology (*+)
44	Netherlands	University Utrecht (+)
45	Netherlands	Wageningen University (+)
46	Netherlands	Energy Research Centre of the Netherlands
47	Netherlands	European Space Agency Research and Technology Centre
48	Netherlands	National Institute for Public Health and the Environment
49	Netherlands	Netherlands Organisation for Applied Scientific Research
50	Norway	Arctic Lidar Observatory for Middle Atmosphere Research (+)
51	Norway	Center for International Climate and Environmental Research Oslo (+)
52	Norway	Norwegian Meteorological Institute (+)
53	Poland	Institute of Environmental Engineering Polish Academy of Sciences (+)
54	Portugal	University of Evora (*+)
55	Romania	National Institute of Aerospace Research "ELIE CARAFOLI" (+)

56	Romania	Alexandru Ioan Cuza University of Iasi (+)
57	Romania	“Babes-Bolyai” University of Cluj-Napoca (+)
58	Spain	Mediterranean Center for Environmental Studies (+)
59	Spain	Miguel Hernández University (+)
60	Spain	Valencia University (+)
61	Spain	University of A Coruña (*+)
62	Sweden	Göteborg University (+)
63	Sweden	Stockholm University (+)
64	Sweden	Swedish Meteorological and Hydrological Institute (*+)
65	Sweden	Swedish University of Agricultural Sciences
66	United Kingdom	University of Hertfordshire (+)
67	United Kingdom	National Centre for Atmospheric Science
68	United Kingdom	University of Leeds
69	United Kingdom	University of Reading
70	United Kingdom	University of York

4. Use of the Associate Partnership Program

The Associate Partnership Program provided unique opportunities to a large number of RPOs for collaboration and enabled efficient and timely distribution of relevant information. The Program proved to be great success during the run of the PPP Project, and each PPP community meeting was well-attended by the Associate Partners. The success of the Program is highlighted by the number of Associate Partners steadily increasing during the course of the PPP. The Program also brought together the institutes involved in ACTRIS National Consortia.

As seen in Table 1, all ACTRIS PPP Associate Partners are research institutions. As ACTRIS moves into the new Implementation phase, the emphasis will be placed on attracting more private companies to be involved as Associate Partners. E.g. an adjacent project ACTRIS-2, one of the aims of which is to develop procedures and connections to the private sector, has several private companies as Associate Partners, paving the future way for ACTRIS IMP.

5. Confidentiality Agreement

ACTRIS PPP CONFIDENTIALITY AGREEMENT

RELATING TO ACTRIS PPP 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 General Juhani Damski and the contact person for ACTRIS PPP Research Manager Sanna Sorvari; 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 PPP **[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 Preparatory Phase Project (PPP), GA No 739530**” 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 five (5) 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 and upon request assists the Disclosing Party in seeking a protective order or other similar protection. 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.

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 when the Project ends **31.12.2019**.
11. This Agreement may be terminated by either Party at any time by giving thirty (30) days written notice to the other Party. Termination shall not affect the Parties obligation to comply with article 4 relating to any Confidential Information received before the date of termination but obligations of article 4 shall remain in force during the period defined in that article.
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 by ICC Arbitration: All disputes arising out of or in connection with this Consortium Agreement, 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 each Party, by the duly Authorised representatives and the Contact persons for ACTRIS PPP of each Party.

COORDINATOR

ORGANISATION

Place:

Place:

Date:

Date:

Name
Position

Name
Position

Name
Position

Name
Position