

EXCHANGE OF LETTERS

CORRESPONDENTS:

FROM THE JRP-CONSORTIUM

Represented by

Julian Gröbner

Physikalisch-Meteorologisches Observatorium Davos, World Radiation Center

Dorfstrasse 33, 7260 Davos Dorf

Switzerland

TO THE COLLABORATOR

..... (Name of Institute/Organisation)

Address

CONCERNING THE COLLABORATION IN THE FIELD OF Solar Ultraviolet Radiation

Dear ... (Contact of Collaborator)

As you are aware, in October 2010, a consortium of European organisations submitted a proposal for a Joint Research Project to the European Metrology Research Programme (EMRP) related to the field of spectral solar ultraviolet radiation. At that time you advised that your organisation was also active in the field and you expressed an interest in collaborating with the consortium. I, Julian Gröbner, as the JRP-Coordinator and representing the JRP-Consortium, have the honour to inform you that the Joint Research Project "JRP ENV03 – Traceability for surface spectral solar ultraviolet radiation", has been selected and will be executed as part of the EMRP (European Metrology Research Programme) in accordance with the Decision No 912/2009/EC of the European Parliament and of the Council of 16 September 2009 on the participation by the European Union in a European metrology research and development programme undertaken by several Member States¹.

I therefore propose, with the agreement of the JRP-Consortium that the JRP-Consortium and your organisation collaborate in the above field of research, in part or whole, on the basis of this letter. Both correspondents shall indicate their agreement by signature of this letter, with the arrangement running until July 2014.

The collaboration addressed in this LETTER is complementary to the JRP-Contract between EURAMET and the JRP-Consortium and shall not be regarded as part of that contract. As a collaborator, your organisation cannot receive funding granted for the JRP and does not deliver the work content of the JRP. Therefore, your organisation is not a partner in the meaning of the JRP-Contract and is not bound by its rights and obligations.

PURPOSE OF COLLABORATION

The expected relevant activities in the field of research related to the traceability of spectral solar UV radiation measurements undertaken by the JRP-Consortium are defined in the attached annex (Annex 1). The expected relevant activities in the field of research related to ... (generic title of Collaboration) undertaken by your organisation (the "Collaborator") are defined in the attached annex (Annex 2).

¹ OJ L 257, 30.9.2009, p.12.

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Date:

Collaborator:

Sharing appropriate information related to the activities in the field of research would have clear benefits for the correspondents of this LETTER. Therefore, for the collaboration to be meaningful the correspondents shall endeavour:

1. to perform and fulfil, promptly, actively and on time, all stated intentions, including in particular the submission of sufficient information to each other to enable meaningful reporting of the collaboration conducted under this LETTER.
2. to notify each other promptly of any significant problem and delay likely to affect the intended collaboration and to use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.

At the invitation of the JRP-Coordinator, the Collaborator may attend JRP project meetings, except for the parts of such meetings dealing with financial and contractual issues, at which point the Collaborator should formally leave the meeting.

Activities of both correspondents shall be subject to the availability of appropriate funds, personnel and other resources. The expenses incurred related to this collaboration shall be borne by the respective correspondents.

KNOW-HOW TRANSFER AND CONFIDENTIALITY

A prerequisite for collaborating in the field of research specified above is the sharing of information and the transfer of know-how.

The correspondents may use any information obtained within the expected activities conducted pursuant to this LETTER for non-commercial purposes. If the correspondents exchange technical and/or commercial information identified as confidential or of a proprietary nature, such information shall be protected against the risk of unauthorised disclosure and use and shall remain confidential. In order to ensure this,

- the providing party retains ownership of the transferred information.
- the receiving party
 - cannot commercialise the transferred information or otherwise use it for commercial purposes;
 - cannot transfer the original information to any third party, except if it has previously been authorised by the providing party;
 - can only use the transferred information on its own premises (offices and laboratories). If the transfer is made to the advantage of one specific member of the recipient's staff, the information can only be used by this scientist and his/her team, under his/her direction, and not by any other scientist working for the recipient;
 - is usually subject to a confidentiality obligation.

The confidentiality and non-use provisions shall not apply to any confidential information which:

- is given to the EMRP Programme Manager, to the EMRP Committee, other EURAMET bodies and the European Commission insofar as needed for the proper carrying out of the contractual obligations in respect thereof;
- is already known to the recipient at the time of receipt as evidenced by the recipients written records;
- is or becomes public knowledge otherwise than through default on the part of the recipient;
- is received from a third party with good legal title thereto;
- must be disclosed by the receiving correspondent pursuant to a legal obligation;
- is no longer confidential as subsequently informed by the disclosing party to the recipient.

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Date:

Collaborator:

The provisions regarding confidentiality shall terminate three years after the termination of the JRP.

The exchange of information does not lead to the legal conferring or granting of rights, unless expressly governed in a separate agreement.

USE OF RESULTS

If any results or findings capable of being protected are generated within the scope of the collaboration between the correspondents in the field of research specified above, the use, the application for protective rights and the exploitation shall be settled in the individual case and by mutual agreement between the JRP-Consortium and the Collaborator.

The correspondents agree to respect their individual Intellectual Property Rights.

GENERAL OBLIGATIONS

The relationship between the JRP-Consortium and the Collaborator established by this LETTER is that of independent collaborators and nothing contained in this LETTER shall be construed to give either correspondent hereto the power to direct and control the day-to-day activities of the other correspondent.

This LETTER may be developed further, extended and/or be amended from time to time as the experience of these provisions develops and if necessary.

Either the JRP-Consortium or the Collaborator may terminate this collaboration at any time upon written notice to the other. Activities in progress on the date of such written notice may proceed to completion. In the event of termination, the correspondents shall remain bound by the provisions regarding confidentiality with respect to any information obtained.

EURAMET and the JRP-Consortium, including the JRP-Coordinator shall not be liable to the Collaborator and vice versa for damages caused in the scope of the collaboration unless such damages are caused intentionally or by gross negligence.

Yours sincerely,

Place & Date

Signature of the JRP-Coordinator

Annex 1 Activity list of JRP-Consortium

Expected relevant activities undertaken by the JRP-Consortium:

See the adjoined document "**EMRP_ENV03_flyer.pdf**"

Annex 2 Activity list of the Collaborator

Expected relevant activities and planned timescale in the field of research related to
... (*generic title of Collaboration*) undertaken by the Collaborator

The foregoing is accepted by ... *(Name of Institute/Organisation of the Collaborator)* and therefore in this reply I confirm that this LETTER together with its Annexes constitute the mutual acceptance of the provisions of the foregoing.

Yours sincerely,

Place & Date

Signature of the Collaborator