

# OPEN CALL FOR EUROFUSION-BASED TECHNOLOGY TRANSFER DEMONSTRATORS

## General Informations and Instructions

July 18<sup>th</sup> 2019

In Extenso Innovation Croissance



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## INTRODUCTION

EUROfusion, the ‘European Consortium for the Development of Fusion Energy’, manages European fusion research activities on behalf of Euratom. Thirty members, representing 26 European Union member states plus Switzerland and Ukraine, signed the agreement of the EUROfusion Consortium. In addition, about 100 Third Parties contribute to the research activities through the Consortium members.

The European scientific programme is based on the Roadmap to the Realisation of Fusion Energy. The programme has two aims:

- Preparing for ITER experiments
- Developing concepts for the future fusion power demonstration plant DEMO

The 30 European consortium members, receive funding for fusion projects in accordance with their participation in the missions and experiments outlined in the Roadmap.

Another facet of the EUROfusion programme is to support fusion education and training through the EUROfusion Research Grant and EUROfusion Engineering Grant schemes. EUROfusion also supports diverse research projects in the participating laboratories through the Enabling Research scheme.

In the meantime, fusion activities are generating an increasingly meaningful amount of fundamental technologies for the future of energy. EUROfusion launched in 2014 a Technology transfer pilot project called “Fusion Technology Transfer Activity FUTTA” in collaboration with the European Space Agency that brought its methodology and vision of technology transfer based on a network of technology transfer brokers. As a pilot, this involved a limited number of brokers. This pilot phase generated more than 20 fusion technology descriptions and up to 3 success stories and inputs for the development of a broader EUROfusion TTPO.

In 2019, EUROfusion implemented a second phase of the Fusion Technology Transfer Activity Project implying a wider broker network, demonstrator calls and new tools in order to go further in the dissemination and exploitation of the IPR of EUROfusion beneficiaries toward industry. With a Consortium featuring 7 brokers, the EUROfusion Technology Transfer Programme aims at promoting and fostering fusion technology transfer by sourcing and supporting innovative projects in Europe.

As part of efforts to promote the use of EUROfusion technologies and know-hows, an Open Call for Technology Transfer Proposals has been opened in order to determine and eliminate technical risk to the new non-fusion applications and develop Demonstrators. In Extenso Innovation Croissance has been entrusted by EUROfusion to set up, implement and manage this competition.

Through this Call, In Extenso Innovation and the EUROfusion Technology Transfer Programme invites Applicants to submit proposals for demonstrators regarding the transfer of a EUROfusion-based technology and know-how into non-fusion applications.

## INFORMATION ABOUT THE CALL

Transfer Demonstrator projects support the transfer of EUROfusion-related<sup>1</sup> technology and know-how to non-fusion applications where there is a strong commercial or societal benefit and there is a clear technical risk that can be eliminated. These projects result in the development and testing of new hardware and software which increase the likelihood of the core technology being transferred from fusion to non-fusion.

**NOTE:** “Technology transfer” encompasses the transfer of a fusion technology (hardware or software), know-how, procedures, processes, methodologies and systems for which a non-fusion application is proposed.

Every potential receiver of a EUROfusion-based technology or know-how is eligible for this proposal. **It is worth noting that EUROfusion members and Linked Third Parties will not have the right to apply to this call** (issues with EUROfusion sub-contracting EUROfusion members via the EUROfusion Technology Transfer Programme contract).

- The Open Call for EUROfusion-based Technology Transfer Demonstrator will be a permanent Open Call between July 2019 and March 2020 with two cut-off dates **on September 30<sup>th</sup> 2019 and February 28<sup>th</sup> 2020 respectively**.
- Applicants can submit at any time, but applications will not access after the closing dates. Results and any feedback will be communicated within 5 weeks of the closing date.
- At each cut-off date, In Extenso Innovation Croissance, together with EUROfusion, can select indicatively two projects to be funded with a maximum amount of 38.000 EURO each (i.e. 4 projects to be funded until end 2020).
- Applicants are expected to present a project in which a donor and a receiver are presenting, through a letter of intent or support, their collaboration to achieve a technology transfer.
- Priority is given to projects where there is a clear non-fusion commercial application with a customer group with defined needs, and for whom the transfer demonstrator may be used to gain commercial traction. The limited amount of funding available per project means that projects must be efficiently managed with a clear definition of the technical risk to be tackled.
- Applicants will be required to submit an electronic signed version in order to facilitate the distribution of the proposals to the Evaluation Board.

Applicants are encouraged to review the website [www.tech-transfer.eurofusion.eu](http://www.tech-transfer.eurofusion.eu) with information of EUROfusion technologies and know-hows which could address their needs.

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<sup>1</sup> All technology and know-how developed within the activities of the EUROfusion agreement (EFDA, EUROfusion, EFDA with IPR added under EUROfusion, EURATOM on Copyright) would be accepted. A clearly identified link between the technology and EUROfusion will have to be claimed (mention to the Annual Work Plan, a Work Package or Project for example)

# INSTRUCTIONS FOR PROPOSALS

This section is meant to inform Applicants of the required length and content of their Technology Transfer Proposal. Applicants shall follow the proposal template as attached in Annex I. It is to be noted that the application will be done in one phase.

## Length and language of proposals

The proposal shall be submitted in English, contains an Executive Summary of one-page maximum and not contains more than 10 pages (cover letter and annexes excluded).

## Content of proposals

**Cover Letter:** The Applicant is asked to introduce the application with a cover letter (following the template provided). Your attention is drawn to the following points:

- The cover letter shall be referenced and dated;
- It shall provide the name, address, fax- and telephone number of the Applicant to whom all communications relating to the Call for proposal shall be addressed;
- It shall provide a clear statement of compliance with the requirements set out in this Call;
- It shall provide a clear statement that the draft Contract has been read, understood and accepted;
- The price for the execution of the activity proposed;
- The cover letter shall be signed by the legal representative.
- The project shall not last more than 6 months from contract signature.

**Executive Summary:** The Applicant is asked to produce an executive summary as described herebelow. The executive summary for accepted proposals may be published openly by In Extenso Innovation Croissance and EUROfusion. The executive summary shall cover the following aspects, in maximum one page:

- **Descriptive Title :** *Provide an easily understandable title*
- **EUROfusion origin/heritage :** *Indicate the link between the technology or know-how with EUROfusion activities and precise which key technology development have been made so far in fusion applications (including any intellectual property)*
- **Non-fusion application :** *Indicate which non-fusion market opportunity has been identified (including any potential customer relationships) and why the technology under development may provide significant advantage for this application*
- **Work Implementation :** *Describe the technological step to be made during the implementation of the Transfer Demonstrator project and precise the Resources to be provided by the contractor to support the creation of the Transfer Demonstrator*
- **Letter of Support:** *Precise the support of the other party in this proposal*

**Full Proposal for Technology Transfer Demonstrator:** The proposal shall cover the following aspects; it shall not be longer than 10 pages, excluding cover letter and annexes.

- Description of the EUROfusion origin/heritage of the technology or know-how :
  - *Indicate the link between the technology or know-how with EUROfusion activities (EFDA, EUROfusion, EFDA with IPR added under EUROfusion, EURATOM on Copyright) through mentioning the Annual Work Plan, a Work Package or a Project for example*
  - *Indicate which key technology development have been made so far in fusion applications (including any intellectual property)*
  - *Precise the Technology Readiness Level reached for fusion applications*
- Work previously performed for the proposed technology transfer:
  - *Precise Status of technology development for the potential application*
  - *Precise the Technology Readiness Level for the non-fusion application(s)*
  - *Explain the non-fusion technology/market opportunity including any potential customer relationships and why the technology under development may provide significant advantage for this application*
  - *Share report on any feasibility studies undertaken*
  - *Barriers identified and problems required to be overcome*
  - *Funding/support provided and by whom*
- Intellectual Property
  - *Overview of the intellectual property position in the technology/market being addressed.*
  - *Detail any intellectual property that has been formally protected and expectations for further protection during this work. In case your proposal applies EUROfusion related patented technology, please make reference to the number of the relevant patent.*
- Details on the work to be undertaken for the Transfer Demonstrator :
  - *The technological step to be made during the implementation of the Transfer Demonstrator project.*
  - *The target Technology Readiness Level for the Transfer Demonstrator.*
  - *Provide a project plan including milestones and Gantt chart.*
  - *Provide work-package descriptions with cost breakdown. Please make sure to also allocate part of the budget for the Final Presentation of the project results in IPP or In Extenso Innovation Croissance premises or via videoconference*
  - *Describe the key technical risk and the mitigation required.*
  - *Provide details of the experience of key personnel within and out with your organization who will be undertaking this work.*
  - *Resources to be provided by the contractor to support a successful completion of the Transfer Demonstrator activity.*
  - *Participation of the other party (letter of support) in the proposal*
- Expected follow-up of the Transfer Demonstrator :
  - *Explanation of what needs to be achieved beyond the transfer demonstrator to bring the technology to market.*
  - *Explanation of what kind of industrial, marketing and financial set-up is expected to be required to bring the technology to market.*



# FORMAL REQUIREMENTS, EVALUATION PROCESS AND CRITERIA

This Call is meant to inform Applicants of the selection process and criteria.

## Formal Requirements

In order for the Applicant's proposal to be accepted by In Extenso Innovation Croissance for evaluation, the requirements listed below need to be fulfilled.

- The requirements for the proposal's cover letter shall be fulfilled;
- The Applicant shall submit a full proposal including at least 1 letter of intent;
- The Applicant's proposed transfer is based on a transfer of EUROfusion-related technology or know-how in a non-fusion environment;
- The non-fusion application foreseen shall not promote activities, or be related to the military, alcohol, tobacco, religion, politics, intolerance, violence, firearms, pornography, obscenity, gambling or illegal drugs;
- The Applicant shall be able to communicate fluently in the English language;
- The Applicant must be an entity registered and established in the EUROfusion member states.

## Evaluation Process

Until further notice by In Extenso Innovation Croissance, Applicants are invited to submit their proposals to this Call any time before the deadline specified in In Extenso Innovation Croissance and EUROfusion TTO website.

Upon receipt of all proposal, the Evaluation and the selection of applicants will be done within 5 weeks after the cut-off dates in three main steps described here below:

- The Evaluation Board consisting of EUROfusion, In Extenso Innovation Croissance and stakeholders and/or experts shall assess the admissibility of the Applicant's proposal and judge the idea against the criteria listed herebelow.
- The proposals (maximum 6) with the highest marks, will be pre-selected
- Organization of a Tender Evaluation Board: the 6 short-listed proposals will be offered to pitch their project through 45min videoconference (15min presentation, 30min Question & Answers). Based on this presentation and against the criteria listed, an indicative number of 2 winning proposals will be selected

The proposal is only admitted for further evaluation if all formal requirements (see above) have been met. If this is not the case the application shall be rejected and the Applicant will be so informed, in writing. **Non selected proposals in the first round can be resubmitted in the second evaluation round.**

Upon receiving notice that the application has been unsuccessful the Applicant may request In Extenso Innovation Croissance to advise them orally of the reasons why the application was unsuccessful. The decision on the result of the application will be without appeal, and In Extenso Innovation Croissance will not enter into correspondence on the reasons for the decision.

## Evaluation Criteria

The proposal shall be evaluated against the criteria and weighting factors, below:

- Current Development Status (15%) – Has the EUROfusion technology or know-how been developed sufficiently for a technology transfer to non-fusion application? It is necessary to look both in the TRL in fusion and the approximate for non-fusion.
- Attractiveness of the Non-Fusion Market (20%) – an estimate of the size of technology's final application/market and its potential value in commercial or societal terms. Credibility of the potential access to market will be assessed
- Novelty and Intellectual Property (15%) – The novelty of the technology in its non-fusion application and the consequent competitive advantage. The current status of the IPRs and the potential protection of the results
- Project Feasibility (20%) - An estimate of the likelihood of the Technical Demonstrator achieving its technical objectives in the stated budget and a successful transfer in a reasonable time-frame. Degree of compliance with the time frame proposed in the call
- The need for a Technical Demonstrator (20%) - The likelihood and expected timing for the technical demonstrator to lead to the engagement of customers with the expected timing and the need of financial support by the Programme.
- Degree of compliance with the commitment of a receiver and the donor working together (10%).

## DRAFT CONTRACT

Between:

In Extenso Innovation Croissance with company number FR 55 439 690 991

(Hereinafter referred to as “IEIC”)

located at:

2000 route des Lucioles Les Algorithmes – Thalès B

Sophia Antipolis

06410 BIOT

FRANCE

Represented by Mrs Patricia BRAUN, President

And

[Name of the Entity] with company number [XXX]

(Hereinafter referred to as “the Contractor”)

Located at: [Adress]

Represented by [Title, First Name and Last Name], [Position]

(Together, hereinafter referred to as the “Parties” or individually as a “Party”)



## PREAMBLE

1. The European Consortium for the Development of Fusion Energy (hereinafter referred to as “EUROfusion”) is currently running an initiative to encourage, by means of technology transfer, the utilization of EUROfusion-related technology for general non-fusion industrial, scientific and commercial uses.
2. EUROfusion launched in 2014 a Technology transfer pilot project name “Fusion Technology Transfer Activity (hereinafter referred to as “FUTTA I”) in collaboration with the European Space Agency who brought its methodology and vision of technology transfer based on a network of technology transfer brokers. As a pilot, FUTTA I involved a limited number of brokers who were selected taking into account the proximity to the EUROfusion Laboratories
3. EUROfusion has decided to implement a second phase of the FUTTA Project (hereinafter referred to as “FUTTA II”) implying a wider broker network, demonstrator calls and new tools in order to go further in the dissemination and exploitation of the IPR of EUROfusion beneficiaries toward industry.
4. Max Planck Institut für Plasma Physik (hereinafter referred to as “IPP”) is the contracting authority of FUTTA II on behalf of EUROfusion
5. In Extenso Innovation Croissance (hereinafter referred to as “IEIC”) is a leading consulting company in innovation marketing and funding and has been selected and appointed by EUROfusion to set-up, manage and coordinate the FUTTA II Programme.
6. IEIC has entered into an agreement with IPP under which it has agreed to manage and co-ordinate technology transfer from EUROfusion related organizations to general non-fusion industry users including but not limited to scientific and commercial users.
7. IEIC leads a European Network of technology brokers for the exploitation of EURO-fusion related technologies in different branches.
8. EUROfusion has selected through an Invitation to Tender a consortium composed of a Prime contractor and manager and 7 brokers and who cover 6 Countries (France, Germany, Italy, Spain, Belgium, United-Kingdom).
9. This Call will allow both organizations to submit a proposal, which may serve as a subject for this contract for transfer demonstrators in order to determine and eliminate any technical risk particular to the new non-fusion applications.

## DEFINITIONS, SCOPE, BASELINE AND FUNDING

### DEFINITIONS

“ACTIVITY” shall mean carrying out the Demonstrator project based on the proposal submitted to IEIC

“EUROfusion” shall mean the European Consortium for the Development of Fusion Energy

“CONFIDENTIAL INFORMATION” shall mean any proprietary information, documentation or data of personal or technical nature, including but not limited to any ideas, know-how, concept, designs, drawings and specifications, whether in written, electronic, photographic and/or other forms disclosed by the Disclosing Party to the Receiving Party, pursuant to this Agreement.

“CONTRACT” shall mean the present contract.

“CONTRACT TERM” shall be the period between the commencement date and the date of termination of the contract.

“DELIVERABLES” shall have the meaning set out in Article 3.2.

“DISCLOSING PARTY” shall mean the Party disclosing Confidential Information.

“EXECUTIVE SUMMARY” shall concisely summarise the findings of the Demonstrator project. It shall not contain any Confidential Information. The Executive Summary shall not exceed one (1) page of text with coloured illustrations or photographs, if appropriate.

“INTELLECTUAL PROPERTY RIGHTS” shall mean all registered intellectual property rights and unregistered intellectual property rights granted by law including all patents, trademarks, copyrights, design rights, database rights, topography rights, know-how and trade secrets or equivalent rights or rights of action anywhere in the world.

“MIDTERM PROGRESS REPORT” shall mean a report detailing the work carried out by the Applicant as part of the Activity in the first half of the demonstrator.

“FINAL REPORT” shall mean a document describing the outcomes, activities and deliverables of the contract submitted once the work of the contract is complete

“OPEN CALL” or “THE CALL” shall mean the instrument by which proposals for technology transfer demonstrators are submitted to IEIC

“RECEIVING PARTY” shall mean the Party receiving Confidential Information.

“THIRD PARTY” shall mean any person or entity other than the Parties to this Contract or their personnel as well as EUROfusion and the Originator.

“VAT” value added tax

## SCOPE

The scope of this Contract sets forth the terms and conditions governing the relationship and the undertakings of the Parties with regard to the Activity.

## BASELINE

The Parties shall perform their undertakings for the Activity in accordance with the following documents listed in order of precedence:

- The present Contract;
- The Minutes of Meeting with ref. [...] dated [...], not attached hereto but known to both Parties;
- The Applicant’s proposal ref. [...] dated [...], not attached hereto but known to both Parties.

## PRICE

### PRICE OF THE CONTRACT

The total price of this Contract amounts to:  
€ [...] in number ([...] EURO in text) excluding VAT

### TYPE OF PRICE

The price type of the present Contract is stated to be of a firm fixed type, i.e. it is not subject to any price adjustment or revision by reason of the actual costs incurred by the Applicant in the performance of the Contract.

### PAYMENT PLAN

IEIC may authorize the payment of an advance payment in connection with this Contract.

Advance payments are not final payments and shall be deducted from the sums due to the Applicant under this Contract.

The applicant shall be allowed to claim final settlement when all their obligations under this Contract have been fulfilled. The final payment is due by IEIC upon:

- receipt by IEIC of the relevant invoice(s) from the Applicant; and
- Certification by IEIC of the satisfactory completion of the Activity under this Contract

Unless otherwise provided for in this Contract, a period of 30 (thirty) days shall be granted to IEIC for the execution of the final payment.

IEIC shall make the following payments:

MILESTONE DESCRIPTION	SCHEDULE DATES	AMOUNT IN EURO
ADVANCE: upon signature of this Contract by both Parties [max 50%]	<u>TBD</u>	<u>TBD</u>
FINAL: upon acceptance by IEIC of all deliverable documentation under this Contract [min 50%]	<u>TBD</u>	<u>TBD</u>

## OBLIGATIONS AND DELIVERABLES OF THE APPLICANT

### OBLIGATIONS

The Applicant shall carry out the Transfer Demonstrator project. The Transfer Demonstrator project shall cover at least all items exposed in the Applicant's proposal on the basis of which the applicant was selected through the Open Call.

### DELIVERABLES

The Applicant shall deliver the items mentioned below, as part of the Activity in accordance to the following provisions.

- Midterm progress report: At the halfway point through the contract term a midterm progress report shall be submitted electronically to IEIC. This will contain an overview of the technical progress made, as well as a cost report.
- Demonstrator final report and Executive Summary: A draft version of the Transfer Demonstrator and Executive Summary carried out under the Activity shall be submitted electronically to IEIC 15 (fifteen) days prior to the Contract Term. At the Contract Term, the Applicant shall deliver to IEIC the Transfer Demonstrator report as well as the Executive Summary in electronic version (.doc and .pdf) and 3 (three) paper originals.

### MEETINGS

The Applicant may be required to attend a Final Review meeting to be held at IPP or IEIC premises or by videoconference.

## COMMUNICATIONS AND KEY PERSONNEL

### COMMUNICATIONS

All correspondence affecting the terms and conditions of this Contract and concerning its execution shall be made or confirmed in writing. All communications or correspondence between the Parties shall be in English.

All correspondence for either Party shall be sent to the representative of each Party indicated herebelow

For the purpose of this Contract IEIC's representatives are:

- For technical matters:

[Insert name] E-mail:

Tel.:

Fax.

Or a person duly authorized by him/her.

- For administrative matters:

[Insert name] E-mail:

Tel.:

Fax.

Or a person duly authorized by him/her.

For the purpose of this Contract, the Applicant's representatives are:

- For technical matters:

[Insert name] E-mail:

Tel.:

Fax.

Or a person duly authorized by him/her.

- For administrative matters:

[Insert name] E-mail:

Tel.:

Fax.

Or a person duly authorized by him/her.

## KEY PERSONNEL

The work shall be executed by the key personnel nominated in the Applicant's proposal.

Any replacement to other tasks of such key personnel, to the extent that they are not available as foreseen in the Applicant's proposal, requires the prior written approval of the IEIC representative as mentioned in herebelow. Appropriate requests shall be accompanied by a justification for the proposed change and by a comprehensive CV of the new key personnel proposed.

## LIABILITY

### LIMITATION OF LIABILITY

If a party infringes any laws or bylaws in force in [name of country] or in any other country whatsoever, the other party shall not be held responsible for it.

Each Party shall indemnify the other Party from and against all claims, damages, costs and expenses arising out of any infringement of either Party's obligations under this Contract.

The liability of one Party towards the other under or in connection with this Contract whether arising from negligence, breach of contract or any other obligation or duty shall not exceed, an amount equivalent to the contract value, per event or series of connected events.

### INDIRECT OR CONSEQUENTIAL DAMAGES

The Parties shall in no circumstances be liable for indirect or consequential damages such as loss of use, loss of business, loss of data, loss of rights, loss of services, loss of goodwill, Third Party claims to the extent that they represent the indirect loss of a Third Party, loss of revenues or anticipated savings, or for any indirect financial loss or indirect economic loss or for any indirect or consequential loss or damage whatsoever suffered by the other Party.

The Parties shall in no circumstances be liable for loss of profit, whether direct or indirect.

Neither Party excludes its liability to the other Party for:

- death or personal injury caused by its negligence or that of its employees or agents;
- fraud, including fraudulent misrepresentations; and
- Liability
- Gross-negligence, willful misconduct

## CONFIDENTIALITY, USE OF INFORMATION AND PUBLICITY

### CONFIDENTIALITY AND USE OF INFORMATION

The contents of this Contract constitute confidential information.

It is understood and fully agreed by the Parties that the use of any information provided by one Party to the other Party under this Contract is strictly limited to the scope and purpose of this Activity.



Upon the end of the Contract Term, or [earlier termination or cancellation] of this Contract, the receiving Party shall promptly return to the Disclosing Party or otherwise certify the destruction of all Confidential Information, including all Deliverables provided by the applicant to IEIC.

## **PUBLICITY**

For the purpose of this Contract, the applicant shall not produce or disseminate any form of communication material, press releases or other publicity documents, including the Applicant's advertising and news bulletins, which refer to the Activity under this Contract, IEIC or/and EUROfusion or any aspect of their activities, or permit any Third Party to do so, without the prior written consent of IEIC or/and the EUROfusion's contractual representative or their duly authorized representative.

The applicant shall not use the logo of IEIC or/and the official emblem of EUROfusion or any other logo or trademark they may own without the prior written consent of IEIC or/and EUROfusion's contractual representative or his duly authorized representative.

## **INTELLECTUAL PROPERTY**

### **OWNERSHIP**

The Contractor shall own all Intellectual Property Rights arising out of the Activity performed under this Contract as may be granted by law, as far as no infringement of Third Party occurs.

### **USE OF INTELLECTUAL PROPERTY RIGHTS BY EUROFUSION**

If EUROfusion requires the use of any IP Rights, owned by the Contractor, for the performance of EUROfusion's programmes, the Contractor shall be invited to submit a proposal following a request for quotation issued by EUROfusion.

If, for any reason, the Contractor is not able to submit a proposal within the determined tendering period, or following evaluation, said proposal is not recommended in-line with the EUROfusion Rules and Regulations, EUROfusion is automatically entitled to a worldwide, irrevocable, transferable, non-exclusive licence to use on "favourable conditions" (i.e. more favourable for the Licensee than market conditions but still allowing reasonable profit for the Licensor) such IP Rights for non-commercial purposes within its Scientific Research and Research and Development programmes, with the right to grant sub-licenses.

Notwithstanding the above provisions of this Sub-Clause, shall the Contractor provide EUROfusion with conclusive evidence that granting said license would cause it to suffer economic hardship, EUROfusion's authorized representatives may jointly, on a case by case basis, waive this right.

When transferring any IP Rights, of which the Contractor retains the ownership to an assignee, the Contractor shall ensure that the assignee grants EUROfusion's the same rights

Transfer of Intellectual Property Rights outside Europe: The Contractor shall inform the IEIC's technical representative well in advance of its intention to transfer outside Europe any Intellectual Property Rights arising from this Contract.

## APPLICABLE LAW AND DISPUTE SETTLEMENT

### APPLICABLE LAW

This Contract shall be governed by the laws of France

### ARBITRATION / DISPUTE SETTLEMENT

The arbitration proceeding will take place in [city].

## ENTRY INTO FORCE, TERMINATION AND MODIFICATIONS

### ENTRY INTO FORCE

This Contract shall enter into force upon signature by the legal representatives of both Parties and shall continue in force until [insert date] ("Contract Term"), unless it is cancelled or otherwise terminated in accordance.

### TERMINATION

Each Party reserves the right to terminate this Contract, with immediate effect, in the event that the other Party fails to fulfil its undertakings under this Contract.

In no event shall termination of this Contract imply any payment or reimbursement of the cost incurred by either Party prior to termination, nor of any damages. Termination of this Contract shall not affect the Parties' continuing rights and obligations under this Contract, (Confidentiality, Use of Information and Publicity) in particular.

### MODIFICATION

At the request of either Party, the modalities outlined in this Contract may be modified in writing by mutual consent. Such modification shall enter into force and have immediate effect at the date of signature by the legal representatives of both Parties.