Network of Excellence

NEWCOM#
Network of Excellence in Wireless Communications#

FP7 Contract Number: 318306

WP4.1- Direction and quality assurance of scientific activities

D41.2
Policy for Open Access to EuWIn

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Abstract: This document illustrates the policies and procedures for accessing the EuWIn facilities from institutions inside and outside the borders of Newcom#.

Keywords: EuWIn, experimental platforms

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**Authors**

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- **Role**: Please, specify: Overall Editor / Section Editor / Contributor.

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Executive Summary

This document illustrates the policies and procedures for accessing the EuWIn facilities from institutions inside and outside the borders of Newcom#. While the policy is common to the three EuWIn sites, the procedures and logistics/technical constraints are different, as they depend on the specific experimental platform considered. The Deliverable is consequently organized going through the various platforms of EuWIn.

The general policy which is shared by all contributors is that EuWIn is an open framework, with experimental facilities made available to all stakeholders (academia, research centres, industry, SMEs), being them formally associated to Newcom# or not.
# Table of Contents

1. Introduction ............................................................................................................. 7

2. Policy for Open Access to Experimental Platforms ........................................... 8
   2.1 EuWin@CTTC .................................................................................................. 8
   2.2 EuWin@UniBo ............................................................................................... 10
   2.3 EuWin@Eurecom ............................................................................................ 10

3. Conclusions .............................................................................................................. 11

Appendix. Associate Partners Agreement ................................................................. 12
1. Introduction

The documents D21.1, D22.1 and D23.1 delivered at M6, included a section discussing the general policy for access to the EuWIn facilities. In summary, it was agreed among the three institutions (CNIT/UniBo, CTTC, CNRS/Eurecom) that:

1) the Newcom# partners are given free of charge and prioritised access to the facilities;
2) the associate Newcom# partners are given free of charge and open access to all information and data made available through the repository of the EuWIn website, while physical access to the lab facilities will be given based on requests raised by the associate institutions (with specification of the goals and the mutual benefits), and on the availability of resources;
3) for the external institutions a case-by-case analysis will be made in agreement with the guidelines and the approval of the Executive Board and with the general policy (maximum openness).

In this document the policy is detailed at the level of site/platform, and the procedures to grant access to interested researchers are better discussed.
2. Policy for Open Access to Experimental Platforms

The experimental platforms made available at the three EuWIn sites include GEDOMIS, GNSS-SDR and OpenInLocation at CTTC, FLEXTOP, DATASENS and LOCTEST at CNIT/UniBO, the OpenAirInterface at CNRS/Eurecom. They are discussed one by one in the following subsections, where the main aspects considered deal with the limited room in the labs, the possibility to have multiple researchers working in parallel, and the technical background and minimum competence set as a requirement.

As far as the procedure to be granted access to EuWIn facilities is concerned, as a general rule, it is established that when a Newcom# partner is willing to get access, the interested researcher should address directly the relevant WP Leader, which will schedule the usage and inform the EuWIn Director. In case that an external institution is willing to take advantage of the EuWIn facilities, they should contact the EuWIn Director that will forward the information to the relevant WP Leader, after having checked the mutual benefits.

In all cases, the possible publication outcomes of the research carried out through the EuWIn facilities must contain a clear acknowledgement to EuWIn and NEWCOM#. Moreover, the institution that takes advantage of the EuWIn facilities must accept to have its name reported on the EuWIn website.

In terms of liability and IP ownership, EuWIn will apply the rules mentioned in the Associated Partners Agreement (reported in the Appendix of this Document), with reference to type II institutions (see in particular section 5).

2.1 EuWIn@CTTC

GEDOMIS

The GEDOMIS® testbed is an ideal platform to develop, test and validate the PHY-layer of modern wireless communication systems covering the prototyping and verification requirements of advanced solutions that target base stations, smart antennas, MIMO systems, Software-Defined Radio (SDR), geolocation, cognitive radio and high-speed test and measurement campaigns. The main equipment that comprises GEDOMIS® is:

- Two vector signal generators (ESG1, ESG2)
- A channel emulator (CHEMU)
- A set of RF downconverters (DOCON)
- Two noise generators (NG1, NG2)
- A microwave source (MWS)
- A baseband processing board (BB)
- A spectrum/signal analyzer (PSA)
- A digital oscilloscope (OSC)
- A desktop PC (PC)

Since this is expensive and not-straightforward-to-use equipment, some specific access requirements are needed in order for any researcher that wishes to make use of the GEDOMIS® testbed, to get acquainted: in particular, it is requested that the researcher has some prior experience on using lab instrumentation similar to that described above.

Remote access to the testbed is not granted. Thus, researchers wishing to make use of the GEDOMIS® testbed should be physically present at the CTTC premises. The number of non-CTTC staff researchers that are allowed to simultaneously make use of the testbed is three. For sporadic use (i.e., a few days), CTTC personnel will always be present during the use made by non-CTTC staff researchers. If the use is continued (i.e., above a week), the
CTTC personnel will only be present during the few first days to teach the non-CTTC staff researchers how to use the equipment. Antistatic heel straps should be worn at all times by any researcher making use of the GEDOMIS® testbed.

All researchers that use the GEDOMIS® testbed are required to fill out a form similar to the one depicted below, where the used equipment should be indicated together with any operational incidences that might have occurred during the testbed operation.

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**GNSS-SDR**

The GNSS-SDR lab consists of a web site ([http://gnss-sdr.org](http://gnss-sdr.org)) with documentation of the GNSS software receiver, and a public repository ([http://sourceforge.net/projects/gnss-sdr/](http://sourceforge.net/projects/gnss-sdr/)) that provides access to the source code. The content of the web site are published with a Creative Commons Attribution 3.0 License ([http://creativecommons.org/licenses/by/3.0](http://creativecommons.org/licenses/by/3.0)), that ensures freedom for everyone to copy, distribute, transmit or adapt the work, conditioned to mentioning the original source. The source code (that is, the software receiver itself) is released under the General Public License 3.0 ([http://www.gnu.org/licenses/gpl.html](http://www.gnu.org/licenses/gpl.html)), which guarantees end users (individuals, organizations, companies) the freedoms to use, study, share (copy), and modify the software. Hence, no specific permission is required for using either the web site or the source code, being both available to everyone.

In addition, CTTC is equipped with RF front-ends that can be used for recording signals and then post-processing them with the software receiver. This approach is convenient for users without access to such a front-end, have no access to high-performance computers, or if they want to process signals not visible from their location (e.g., WAAS satellites in Europe, or EGNOS in America). For those cases, CTTC can record data files and share them with the interested institution/company. Inquiries should be made to cfernandez@cttc.es, indicating the duration and desired electrical characteristics (bandwidth, sampling frequency, etc.) for signal recording.

As a result, there is no specific limitation to the number of researchers working in parallel on the platform.

**OpenInLocation**

The OpenInLocation Laboratory consists of a set of equipment and experimental facilities that, although being commercially available and at low cost, and thus easily replicable, require an access policy in order to ensure its proper usage and coordination within potential users. In addition, there are software tools specifically developed for the Laboratory. In those cases, some of them will be released under open source licenses (software drivers and a basic toolkit), while others will adopt other protection schemes (algorithms, specific solutions and implementations, etc.).
Institutions/companies with interest in participating in this Lab should send an email to cfernandez@cttc.es indicating the purpose and time frame of the activity. The access to those software tools not released under an open source license will be managed on a case-by-case basis.

The number of researchers that can be accepted to this facility is not limited a priori.

2.2 EuWIn@UniBo

FLEXTOP

The platform allows the implementation of a full protocol stack over IEEE802.15.4 compliant TI devices deployed at the premises of the University of Bologna; the testbed is composed of 100 devices and includes many degrees of flexibility. It can be remotely accessed via the web; therefore, no physical presence is needed and this in principle would make the testbed available to any number of researchers. However, one experiment (i.e. recording traces and key performance indicators out of the transmission of a large number of packets) takes one full day. Therefore, the maximum allowed number of researchers admitted is one per day. The potential of this platform is evidently very large.

DATASENS

This platform includes 100 IEEE802.15.4 devices; 50 of them are portable and battery equipped, while the other 50 need to be plugged to the electrical grid. The devices are therefore portable and the network can be partitioned into several parts. As a result, multiple researchers can work in parallel, using the subsets of devices in separate environments. The platform cannot be used remotely.

LOCTEST

The platform, to be developed after M12, will be based on a limited number of devices. It is foreseen that no more than one researcher at a time can be accepted to work on this experimental facility.

2.3 EuWIn@Eurecom

OPENAIRINTERFACE

In addition to the access policies outlined in D2.3.1, the following special conditions apply to OpenAirInterface:
- remote access (as outlined in Section 3.2.4 of D 2.3.1) is open for everyone, free of charge, under the condition that prior agreement is made with the WP Leader;
- download of the code (as outlined in Section 3.2.1 - 3.2.3 of D 2.3.1) is open for everyone, free of charge, and no registration is required. if partners want to contribute back, registration is required;
- everything that needs physical presence at Eurecom needs an application and is subject to approval from Eurecom. Preference will be given to (in that order) Newcom# partners, affiliate partners and everyone else. The number of researchers that can be hosted depends on the different periods of the year and can not be uniquely identified.
3 Conclusions

The EuWIn facilities are ready for use; documents D21.2, D22.2, and D23.2 report on the preliminary tests and experiments made during the first months after the EuWIn inauguration and show examples of usage of the facilities.

The different policies for accessing the various platforms are described in this Deliverable. The EuWIn Director will keep track of the accesses to them, in order to monitor the status of usage of the EuWIn facilities and the efficiency and easiness of use.
Appendix. Associate Partners Agreement

NEWCOM# (Grant Agreement No. 318306) – ASSOCIATE PARTNERS AGREEMENT

BETWEEN

CONSORZIO NAZIONALE INTERUNIVERSITARIO PER LE TELECOMUNICAZIONI (hereinafter referred to as CNIT), established in ITALY whose registered office is at VIALE G.P. USBERTI 181A, 43124 PARMA, ITALY (the Coordinator)

AALBORG UNIVERSITET (hereinafter referred to as AAU), established in DENMARK whose registered office is at FREDRIK BAJERS VEJ 5, 9220 AALBORG, DENMARK.

BILKENT ÜNIVERSITESI (hereinafter referred to as Bilkent), established in TURKEY whose registered office is at ESKISEHIR YOLUM 8 KM, TR-06800 ANKARA, TURKEY.

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (hereinafter referred to as CNRS), established in FRANCE whose registered office is at RUE MICHEL-ANGE 3, 75794 PARIS, FRANCE.

Representing Third Parties Linked to CNRS listed below, according to the terms of Special Clause n°10 of the Grant Agreement n°318306:

- EURECOM
- ECOLE SUPERIEURE D' ELECTRICITE
- UNIVERSITE PARIS SUD

CENTRE TECNOLOGIC DE TELECOMUNICACIONS DE CATALUNYA (hereinafter referred to as CTTC), established in SPAIN whose registered office is at PARC MEDITERRANI DE TECNOLOGIA, AVINGUDA DEL CANAL OLIMPIC, 08860 CASTELLDEFELS, SPAIN.

INSTITUTE OF ACCELERATING SYSTEM AND APPLICATIONS (hereinafter referred to as IASA), established in GREECE whose registered office is at PANEPISTIMIOU 30, 10024 ATHINA, GREECE.

INOV, INESC INOVACAO, INSTITUTO DE NOVAS TECNOLOGIAS (hereinafter referred to as INOV), established in PORTUGAL whose registered office is at RUA DE ALVES REDOL 9, 1000-029 LISBOA, PORTUGAL.

POZNAN UNIVERSITY OF TECHNOLOGY (hereinafter referred to as PUT), established in POLAND whose registered office is at PL. MARI SKLODOWSKIEJ-CURIE 5, 60965 POZNAN, POLAND.

TECHNION - ISRAEL INSTITUTE OF TECHNOLOGY (hereinafter referred to as Technion), established in ISRAEL whose registered office is at TECHNION CITY-SENATE BUILDING, 32000 HAIFA, ISRAEL.

TECHNISCHE UNIVERSITAET DRESDEN (hereinafter referred to as TUD), established in GERMANY whose registered office is at HELMHOLTZSTRASSE 10, 01069 DRESDEN, GERMANY.
THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE (hereinafter referred to as UCAM), established in UNITED KINGDOM whose registered office is at THE OLD SCHOOLS, TRINITY LANE, CB2 1TN CAMBRIDGE, UNITED KINGDOM.

UNIVERSITE CATHOLIQUE DE LOUVAIN (hereinafter referred to as UCL), established in BELGIUM whose registered office is at PLACE DE L'UNIVERSITE 1, 1348 LOUVAIN-LA-NEUVE, BELGIUM.

OULUN YLIOPISTO (hereinafter referred to as OULU), established in FINLAND whose registered office is at PENTTI KAITERAN KATU 1, 90014 OULU, FINLAND.

TECHNISCHE UNIVERSITAET WIEN (hereinafter referred to as VUT), established in AUSTRIA whose registered office is at KARLSPLATZ 13, 1040 WIEN, AUSTRIA.

- hereinafter, jointly or individually, referred to as "Parties" or "Party" -

relating to the Project entitled

NETWORK OF EXCELLENCE IN WIRELESS COMMUNICATIONS#

in short

NEWCOM#

hereinafter referred to as “Project”.

AND

LUND UNIVERSITY

hereinafter referred to as “Associate Partner” and is made on 28th October 2013, hereinafter referred to as “Effective Date”

Parties or Associate Partners will be hereinafter referred to as “Participants”

WHEREAS:

The Parties are already bound by a Consortium Agreement regulating their commitments within the Project.

The Associate is an external entity not benefitting from EC-GA, but wishing to participate into the Project, and in particular to take active part into the research activity of some of the Work Packages (WP) of the Project without receiving any financial support, but with the right to take part into the different WP meetings and initiatives, to have privileged access to documents and deliverables (including possible outcomes of experimental measurement campaigns), to contribute to the writing of deliverables and documentation (including scientific papers), and to be included in the organizing committees of the Project events.

The Parties wish to specify the commitments of the Associate Partner in developing the activities as above.
NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

1.2 Additional Definitions

“Background”

Background means information which is held by participants prior to their accession to this agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this agreement, and which is needed for carrying out the project or for using foreground.

“Consortium Plan”

Consortium Plan means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the General Assembly.

“Consortium Budget”

Consortium Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the Consortium Plan thereafter.

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Associate Partners Agreement and/or the Grant Agreement as specified in Article 4.2 of this Associate Partners Agreement.

“Foreground”

Foreground means the results, including information, whether or not they can be protected, which are generated under the project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.

“Needed” means:

For the implementation of the Project:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For Use of own Foreground:
Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

“Software”
Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

**Section 2: Purpose**

The purpose of this Associate Partners Agreement is to specify with respect to the Project the relationship between the Associate Partner and the pre-existing Parties of the Project, in particular concerning the organisation of the work carried out by the Associate Partner, the rights and obligations of the Associate Partner concerning inter alia liability, Access Rights and dispute resolution.

**Section 3: Entry into force, duration and termination**

### 3.1 Entry into force

An entity becomes an Associate Partner to the Project upon signature of this Associate Partners Agreement by a duly authorised representative.

This Associate Partners Agreement shall have effect from the Effective Date identified at signature page of this Associate Partners Agreement.

### 3.2 Duration and termination

This Associate Partners Agreement shall continue in full force and effect until complete fulfilment of the Project by the Parties.

The Associate Partner has the right to terminate its participation to the Project by written request to the Coordinator signed by a duly authorised representative. Termination will be effective after approval of the Executive Board of the Project, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Associate Partners Agreement.

### 3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Associate Partners Agreement.

**Section 4: Role of Associate Partners**

### 4.1 General principles

The Associate Partner is an external entity not enjoying the EC-GA, but wishing to participate into the Project, and in particular to take active part into the research activity of some of the WPs of the Project without receiving any financial support, but with the right to take part into the different WP meetings and initiatives, to have privileged access to documents and deliverables (including possible outcomes of experimental measurement campaigns), to contribute to the writing of deliverables and documentation (including scientific papers), and to be included in the organizing committees of the Project events.
4.2 Breach

In the event a responsible Consortium Body identifies a breach by an Associate Partner of its obligations under this Associate Partner Agreement (e.g. confidentiality, improper use of the NoE name, etc.), the Coordinator will give written notice to such Associate Partner requiring that such breach be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Associate Partner to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

A decisions concerning the termination of the participation of a Defaulting Associate Partner shall be taken by the General Assembly with a majority of three-fourths (3/4) of the votes. The General Assembly shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Foreground and Background) supplied by the Associate Partner to a Party (or vice-versa) under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

5.2 Limitations of contractual liability

No Associate Partner shall be responsible to any other Participant (or vice-versa) for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. An Associate Partner’s aggregate liability towards the other Participants collectively shall be limited to EUR 100,000 provided such damage was not caused by a wilful act or gross negligence.

5.3 Damage caused to third parties

The Associate Partner shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the research work by it or on its behalf under this Associate Partners Agreement or from its use of Foreground or Background.

Section 6: Governance structure

6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

General Assembly as the ultimate decision-making body of the Consortium

Executive Board as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly
Advisory Board (with members also coming from outside the NoE) as the review group for the evaluation of the scientific results of the project.

The Coordinator is the legal entity acting as the intermediary between the Parties and the European Commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the EC-GA and this Consortium Agreement.

The NEWCOM# Office assists the Executive Board and the Coordinator.

Section 7: Financial provisions

7.1 General Principles

The Project will grant the Associate Partner no financial provision of any kind.

Section 8: Foreground

Associate Partners as well as will be subject to EC-GA Article II.26. - Article II.29. with the following additions:

8.1 Joint ownership

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to use for non-commercial purposes their jointly owned Foreground on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to use for commercial purposes and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
  * at least 45 days prior notice must be given to the other joint owner(s); and
  * fair and reasonable compensation must be provided to the other joint owner(s).

8.2 Transfer of Foreground

Each Associated Partner may assign ownership of its own Foreground (including without limitation its share in Foreground that it owns jointly with another Participant or Participants), and all rights and obligations attaching to it to any of its Affiliates or to another third party by requiring the prior written consent of the other Participants. The consent shall not be unreasonably withheld. Any objection is justified if a Participant can show that a transfer would adversely affect its legitimate interests.

8.3 Dissemination

8.3.1 Publication

8.3.1.1 Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions.

Prior notice of any planned publication shall be given to the other Participants concerned at least thirty (30) days before the publication. Any objection to the planned publication shall be made in writing to the Coordinator and to any Participant concerned within 20 days after receipt.
of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if
(a) the objecting Participant’s legitimate academic or commercial interests are compromised by the publication; or
(b) the protection of the objecting Participant's Foreground or Background is adversely affected.

The objection has to include a precise request for necessary modifications.

8.3.1.3 If an objection has been raised the involved Participants and/or Associate Partner(s) shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Participant or Associate Partner shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

8.3.2 Publication of another Participant’s Foreground or Background

For the avoidance of doubt, a Participant or Associate Partner shall not publish Foreground or Background of another Participant or Associate Partner, even if such Foreground or Background is amalgamated with the Participant’s Foreground, without the other Participant's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.3 Cooperation obligations

The Participants undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background subject to the confidentiality and publication provisions agreed in this Associate Partners Agreement.

8.3.4 Use of names, logos or trademarks

Nothing in this Associate Partners Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Participants or any of their logos or trademarks without their prior written approval.

Section 9: Access Rights

9.1 General Principles

The Associate Partner has in general no access right to the Background of the other Participants. Specific agreements must be setup on a case-by-case basis if and when an Associate Partner strictly needs to access the Background of another Participant for the provision of its own work.

The rules for accessionAccess Rights and the relevant agreement will follow the general principles of section 9.2. as set up in the Consortium Agreement.
9.2 Access Rights for implementation

Access Rights to Foreground (and possibly to Background in the terms specified in Article 9.1) needed for the performance of the own work of a Participant shall be granted on a royalty-free basis, unless otherwise agreed.

9.3 Access Rights for Use

The Associate will have no access Rights to Foreground if Needed for Use of a Participant’s own Foreground including for third-party research. Access rights for internal research activities shall be granted on a royalty-free basis.

9.4 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the EC-GA or this Associate Partners Agreement shall be at the absolute discretion of the owning Participant and subject to such terms and conditions as may be agreed between the owning and receiving Participants.

9.5 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties’ Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Participant granting the Access Rights.

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of transmission, which is disclosed by a Party or Associate Partner (the “Disclosing Participant”) to any other Party or Associate Partner (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Participant, is “Confidential Information”.

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Participant;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Participant on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.
10.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Participant subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Participant;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Participant; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Art. 10.7 hereunder.

10.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6 Each Party or Associate Partner shall promptly advise the other Party or Associate Partner in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party or Associate Partner becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Participant/Associate Partner, and
- comply with the Disclosing Participant/Associate Partner reasonable instructions to protect the confidentiality of the information.

10.8 The confidentiality obligations under this Associate Partners Agreement shall not prevent the communication of Confidential Information to the European Commission.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

In case the terms of this Associate Partners Agreement are in conflict with the terms of the EC-GA, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Associate Partners Agreement, the latter shall prevail.
Should any provision of this Associate Partners Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Associate Partners Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

The Participants shall not be entitled to act or to make legally binding declarations on behalf of any other Participant. Nothing in this Associate Partners Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Participants.

11.3 Notices and other communication

Any notice to be given under this Associate Partners Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:
If it is required in this Associate Partners Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Participant and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:
Other communication between the Participants may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Participant to the Coordinator. The address list shall be accessible to all concerned.

11.4 Assignment and amendments

No rights or obligations of the Participants arising from this Associate Partners Agreement may be assigned or transferred, in whole or in part, to any third party without the other Participants’ prior formal approval.

Amendments and modifications to the text of this Associate Partners Agreement require a separate agreement between all Participants.

11.5 Mandatory national law

Nothing in this Associate Partners Agreement shall be deemed to require a Participant to breach any mandatory statutory law under which the Participant is operating.

11.6 Language

This Associate Partners Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.7 Applicable law

This Associate Partners Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.
11.8 Settlement of disputes

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

Section 12: Signatures

AS WITNESS:

The Parties and the Associate Partner have caused this Associate Partners Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of the Associate Partner

LUND UNIVERSITY

Signature: Date:

Name: Title:
Authorised to sign on behalf of:

CNIT, AAU, BILKENT, CTTC, IASA, INOV, PUT, TECHNION, TUD, UCAM, UCL, UOULU, VUT:

Signature: Date:

Name: Marco Luise Title: Coordinator

Authorised to sign on behalf of:

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE

Signature: Date:

Name: Title:
Comments and suggestions for the improvement of this document are most welcome and should be sent to:

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