TEAM PROJECT CONTRACT

TEAM A, LOOP II/2021

“[Insert Project name/brand]” (collective trademark)

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 *RECITALS*

1. *The Parties (hereinafter referred to as “****Members****”) are Participants of the National Thematic Network (NTN) [NTN Innovation Booster Microtech] Open Innovation Programme (“****Programme****”); their idea has been selected for an phase of idea co-development in the Programme (“****Feasibility Study****”) in order to determine as a team whether their concept, idea or theory has practical potential.*
2. *By concluding this Team Project Contract (“****Contract****”), the Parties aim at establishing the core rules of their collaboration during the Feasibility Study, including rights & obligations which may outlast the Parties’ participation in the Programme; such as, matters of Intellectual Property Rights (“****IPR****”) and Confidential Information. This Contract belongs to the “****Team Rules****” (cf. §71).*
3. *In the spirit of open innovation, Confidential Information and close-sourced IPR of all kinds ought to be minimised and as much as the Project as is practical should be developed openly.*
4. TERMINOLOGY
5. For words capitalised in cycle case (e.g. “Feasibility Study”, “Project”, “Resource Pool”...), the terminology used in this Contract is listed in Appendix C.
6. PARTIES
7. Identity. The Members are identified in Appendix A; together, they form a simple partnership (“**Team**”).
8. Operator. The Operator is the legal entity organising the Programme to which the Members are Participants: the Operator is not a Party to the Team Rules but acts as a *bona fide* facilitator during the Feasibility Study (as part of the Programme). The Operator’s notification address is the following: [NTN Innovation Booster Microtech / c/o ARCM / joelle.tosetti@arcm.ch / rue de la Serre 7, 2610 Saint-Imier]
9. Project Coordinator. [please insert Member’s name] is appointed as the Project Coordinator of the Team (§28); its Contact Person is [insert natural person name]. The Members may at any time replace the Project Coordinator by ordinary decision (§26), with an information notice sent to the Operator.
10. Contact Persons. Each Member designates at least a single natural person to operate as its representative (“**Contact Person**”) within the Team and in the Programme; should the Member already be a natural person, the Member and the Contact Person are one and the same, except for proxies.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Members | Contact Persons | Contact emails |
| 1 | Insert Member name(Project Coordinator) | Insert natural person name | Insert contact email |
| 2 | Insert Member name | Insert natural person name | Insert contact email |
| 3 | Insert Member name | Insert natural person name | Insert contact email |
| 4 | Insert Member name | Insert natural person name | Insert contact email |
| 5 |  |  |  |

1. Replacing Contact Persons. Any Member may replace its Contact Person(s) (or its Contact Person’s contact details) by giving notice thereof to all Members, plus the Operator.
2. New Party. Once this Contract is in effect (§60), adhesion of any new Member to the Team Rules is subject to the Members’ consensual decision (unanimity).
3. PURPOSE
4. Project. [please insert here the summary of what you want to achieve as a team]; the “**Project**” is defined in its exact scope by the “**Statement of Work**” or “**SOW**” (Appendix B).
5. Commitment. The Members undertake to work together as a Team to bring the Project to the best possible conclusion in accordance with the SOW (obligation of means). In this endeavour, each Member must cooperate, execute and fulfil, on a best effort basis and in a diligent, competent manner, all of its obligations under the Team Rules, including any and all workmanlike duties required for accomplishing the SOW targets (§14 (a)).
6. Ethos. As part of the collaboration, each Member undertakes to act in accordance with the general rules of good faith (art. 2 par. 1 Swiss Civil Code) and in abidance by the values and principles set out in the Community Manifesto for Open Innovation (Appendix D).
7. STATEMENT OF WORK (SOW)
8. As part of the Team Rules, the Members establish and, whenever necessary, update the Statement of Work to define the scope and the executive, technical framework of the Project. The SOW contains *inter alia* the following elements:
	1. objectives and deliverables of the Project (“**SOW targets**”);
	2. processes, methods and/or notable tasks intended to accomplish the SOW targets;
	3. assets and resources required for achieving the Project that each Member makes (formally) available to the Team (“**Resource Pool**”);
	4. schedule, milestones and budgetary planning;
	5. relevant specifications or requirements, if any;
	6. specific function or role for each Member, if any.
9. Establishment & amendments. Establishing the SOW, amending the SOW targets or any amendment of equivalent scope is subject to the Members’ consensual decision (unanimity). Other modifications are subject to the ordinary mode of decision (§26), unless stipulated otherwise.
10. Contributions *ex gratia*. Each Member is bound to make, according to its abilities, an initial contribution in kind (§18, 2nd sentence) [in cash] to the Resource Pool. Each Member may further add supplementary assets or resources to the Resource Pool by unilateral notice to the Project Coordinator.
11. Extra services for a fee. For services beyond each Member’s contributions *ex gratia*, hourly rates, lump-sum compensations, cost ceilings or reimbursements may be agreed upon and specified in the SOW.

**Resource Pool**

1. Content of the Resource Pool. As part of the SOW, the Resource Pool indicates the assets and resources which (formally) made available by the Members to the Team in pursuit of the Project. Assets and resources indexed in the SOW (Resource Pool) may consist of personnel or man-hours (labour), equipment or facilities, physical or digital infrastructures, items of proprietary Background IPR (including Secrets), raw material or consumables, etc.
2. No indexation without consent. Any asset or resource, which is specifically or exclusively contingent on a Member’s volition (ex. property rights), shall not be indexed in the SOW (Resource Pool) without such Member’s express consent. Should a Member’s asset or resource be specifically identified as of particular usefulness or relevance for accomplishing the SOW targets, the Project Coordinator may request the Member to make this resource or asset available to the Team within [please insert number] days: the Member is free to accept or reject such request, or to offer a suitable alternative.
3. Access to the Resource Pool. The Project Coordinator administers the Resource Pool; for the duration of this Contract, each Member has access to the assets and resources indexed in the SOW (Resource Pool) to the extent permitted by the Team Rules.
4. Mode of disposition. Unless otherwise specified in the SOW (Resource Pool) or stipulated elsewhere in the Team Rules, the allocation of a non-fungible asset or resource (e.g. scientific apparatus, patent, etc.) to the Resource Pool or, more generally, to the Team, as part of the initial contribution (§16) or in any other form, is deemed the granting of a right to all other Members to use such resource or asset on a free, non-commercial, non-exclusive, non-sub-licensable and non-transferable basis for the strict duration and to the sole extent and R&D purposes required for accomplishing the SOW targets; any such right expires *ipso iure* with this Contract.
5. Specific rules of disposition. Further or alternative conditions and restrictions on the access to a specific asset or resource in the Resource Pool may be annotated in the SOW (Resource Pool).
6. Indexation of useful or relevant proprietary Background IPR. Each Member ought to index in the SOW (Resource Pool) the items of its proprietary Background IPR which appear of particular usefulness or relevance for accomplishing the SOW targets; §19 yet remains applicable. Should that Member refuse or offer no suitable alternative within [please insert number] days following the Project Coordinator’s request, all other Members are entitled to decide, without that Member’s participation, that the Project cannot be completed by reasonable means (§61).
7. Seed Money. The Seed Money is granted by the Operator under the Programme Rules.
8. ORGANISATION
	1. Decision
9. Decision-making meetings. Whenever appropriate for the pursuit of the Project, the Team holds meetings in person and/or by video/audio-conference; minutes are drawn up and notified for executive and decisional purposes. Decisions of the Team are effective upon approval, either *in corpore*, by email circulation or using other probative technological means.
10. Voting rules. Each Member has one vote each; in the event of a tie, the Project Coordinator shall have the casting vote. Decisions are taken by [choose one: simple majority rule/qualified majority rule/unanimous decision], unless stipulated otherwise.
11. Absences & vacancies. Should a Member be absent more than twice in a row (temporary vacancy), decisions may validly be taken without that Member’s vote as of the third meeting of absence. In the event of a durable, incapacitating vacancy – such as, on grounds of death, loss of acting or judgment capacity, insolvency or bankruptcy, or suspension or loss of the status of Participant in the Programme – of a Member, decisions may validly be taken without that Member’s participation.
	1. Project Coordinator
12. Role. The Project Coordinator (§7) is the Member appointed by the Team to act as the single point of contact for coordinating the Project within the Team and towards the outside.
13. Competencies. The Project Coordinator is entrusted *inter alia* with the following tasks: (a) the convocation and conduct of decision-making meetings; (b) the Resource Pool administration; (c) the orderly storage of the Contribution Data, and their consultability by all Members (d) orderly SOW updates, and their consultability by all Members; (e) procurement or purchase operations, as well as any payment operations including reimbursements; (f) external communications in name of the Team, including vis-à-vis the Operator; (g) enforcing the principle of gratitude (§37 *et seq*.); (h) the Team liquidation (§62).
14. Delegation. The Project Coordinator is entitled to delegate, subject to the same obligations & duties as these provided under the Team Rules, specific tasks to another Member or, subject to the Members’ consensual decision (unanimity), to an entrusted third party; any delegation must be noticed in its remit to the other Members.
	1. Communications
15. Internal rules. In support of the Project, the Members undertake to communicate at all times with each other in good faith and in a fair, honest and transparent manner, in particular:
	1. Each Member must provide the Project Coordinator with all Contribution Data necessary to comply with the obligations towards the Operator in the Programme [Project Report].
	2. Each Member ought to share, within reason and insofar as permitted by law or separate contractual obligations, Contribution Data that may reveal important or particularly useful for the pursuit of the Project and the accomplishment of the SOW targets.
	3. Contribution Data ought not to mislead people or misrepresent facts; each Member is responsible that its Contribution Data is true, accurate, current and comprehensive as well as to timely update such Contribution Data whenever necessary.
	4. Each Member shall promptly inform other Members of any significant obstruction that the Project is encountering or likely to encounter, or which affects the Member’s capacity to perform effectively.
	5. Any potential or actual risk of conflicts or collisions between the Members and/or towards third party interests – notably in the field of Intellectual Property Rights – must be announced as rapidly as possible to mitigate any risk materialisation or escalation.
16. Notification. Any notice, disclosure, invoice or other form of communication required by, or referred to, under the Team Rules shall be in [choose one or several: English, German, French or Italian] and sent per email to the corresponding Contact Person(s) in compliance with that Contact Person’s latest contact details; any notification to a Member is deemed valid once duly sent and subject to receipt of its Contact Person(s).
17. CONFIDENTIALITY
18. Definition. Confidential Information refers to any non-public Contribution Data, in any form, of a commercial, scientific, technical, operational or strategic nature or of other proprietary essence (including Secrets) disclosed by any Member to one or several Members in the pursuit of the Project under the Team Rules and that: (a) is labelled as “confidential” (or “secret” if also a Secret; cf. n. 22 of the Definition List, Appendix C); or (b) is known or should be known as confidential by a reasonable person, should the Contribution Data merely be disclosed *de visu* (visually) or *de auditu* (orally).
19. Itemisation & labelling. In the spirit of open innovation, openness is the rule, secrecy the exception; Confidential information should therefore be itemised, labelled and subject to restrictive interpretation:
	1. Confidential Information must be itemised, stored in the Data Room and labelled as “confidential” (or “secret” if applicable) in a specific, recognisable and tangible manner; such as in the file or folder name (e.g. CONFIDENTIAL\_pyrotechnic-device.pdf).
	2. In case where Confidential Information is merely disclosed *de visu* (visually) or *de auditu* (orally), the disclosing Member shall promptly reduce it to a tangible form (e.g. email, record) with a “confidential” label (or “secret” if also a Secret), then upload it in the Data Room for all other Members to take notice thereof.
20. Commitments. With respect to Confidential Information, each Member agrees: (a) to use such Confidential Information only as part of and for the Project; (b) not to disclose such Confidential Information to any unauthorised third parties; (c) to take reasonable steps – organisational, technical or of any other nature – to protect the Confidential Information in a way as protective as if the Confidential Information were its own; (d) to notify the disclosing Member promptly upon discovery or probably cause of any unauthorized use or disclosure of the Confidential Information; and (e) to restrict the disclosure of such Confidential Information to employees, subject to confidentiality terms consistent with the Team Rules, who have a need to know the Confidential Information in connection to the Team Rules.
21. Results. The Members may decide, if applicable under this section, to itemise and label a specific Result as a Confidential Information. In such case, all Members are deemed joint holders of such Confidential Information (or Secret), unless rules on Derivative IPR apply (§53 *et seq*.).
22. PRINCIPLE OF GRATITUDE
23. Social recognition for human work. Any natural person (human) who has distinctively contributed to any work of particular usefulness or relevance to the Project deserves appropriate name recognition for his or her work. If such natural person acts on a behalf of a Member which is a legal entity, such legal entity may be mentioned next to him or her:

Example: “Credit to: Jeanne TROUVETOU (Société générale d’inventivité GmbH)”

1. Usual form. Gratitudes are normally applied on the tangible Contribution Data in their released form, notably the final Results. The natural person is free to refuse that his or her (real) name be mentioned.
2. Not a matter of IPR. Gratitudes are entirely uncorrelated with any IPR transfer, assignment or any other form of ownership, exclusivity or right of use on the Contribution Data, including the Results.
3. INTELLECTUAL PROPERTY RIGHTS
	1. Collective trademark
4. Each Member is a co-owner of the collective trademark (cf. title, page 1) used for and by the Team.
5. In the absence of any more specific Team regulation, the SOW is deemed to regulate for the use of the collective trademark.
	1. Background IPR
6. No transfer, no assignment of Background IPR. The Members acknowledge that each Member owns and will retain any and all rights, title and interest in its own Background IPR. By extension and as an exception to §48, ownership on the Derivative IPR from a Member’s proprietary Background IPR rests with that Member.
7. Usage rights during the Project. For the strict duration of this Contract and to the sole extent and R&D purposes required for the pursuit of the Project under the Team Rules, each Member allows the other Members to use its proprietary Background IPR, whether or not indexed in the SOW (Resource Pool).
8. No implicit usage rights. Each Member is prohibited from using items of another Member’s proprietary Background IPR outside the scope or after the Project unless it is explicitly stipulated otherwise in this Contract (§45). Specific, separate agreements to the contrary are, as the case may be, reserved.
9. Information rights. Any Member that is the rightful owner or beneficiary of an item of Background IPR which may reveal particularly useful or relevant to the Project ought to share, insofar as permitted by law or separate contractual obligations, some practical Contribution Data to other Members for them to apprehend this item to the extent that it assists in achieving the SOW targets. Such Contribution Data may, if applicable (§33), be categorised as Confidential Information.
10. Special usage rights after the Project. Fair usage rights shall be granted on items of proprietary Background IPR indexed in the SOW (Resource Pool) to the extent necessary for the Members to use and exploit the Results after the Project, provided that such usage rights are a requisite for using and exploiting the Results on technical and/or legal grounds. Only indexation in the final version of the SOW is authoritative to determine which items of proprietary Background IPR are concerned (§62 (e)).
	1. Foreground IPR
11. Principle. Each Member shall be entitled to use and exploit the Results of the Project insofar as such Member complies with its obligations under the Team Rules (§56 *et seq*.). In this respect, each Member agrees that Foreground IPR on the Results are placed under one or several Libre Licences; with the exception of Results which are trivial or entail proprietary Derivative IPR (§53 *et seq*.) or Confidential Information.
12. [/OPTION A1; internal centralised assignment] Ownership assignment. Any and all Foreground IPR on the Results are assigned to [please choose the assignee: the Project Coordinator / another Member’s name] as owner.

[/OPTION A2; external centralised assignment] Ownership assignment. Any and all Foreground IPR on the Results are assigned to [please choose the assignee: the Operator / another third party’s name] as owner subject to terms and conditions consistent with the Team Rules and the Programme Rules.

[/OPTION A3; to each its own] Ownership. During the course of the Project, Foreground IPR are respectively owned by the Member that has developed its corresponding Results. Where several Members have developed the Results together, the corresponding Foreground IPR are co-owned by these Members. Where neither a Member nor a group of Members can be singled out for having developed the Results, the Results are jointly owned by all Members. As the case may be, the concerned Members agree to set the rules of their joint ownership in a separate agreement.

[/OPTION A4; joint ownership] Joint ownership. Any and all Foreground IPR on the Results are jointly owned by each and every Member. The Members agree to set the rules of their joint ownership in a separate agreement.

1. [/OPTION B1; internal centralised proposition] Choice of licence. The Project Coordinator proposes, in a coordinated and concerted manner, which Libre Licence(s) is applied to each item of Foreground IPR; the proposition is notified to [to all Members /IF OPTION A3 IS PREVIOUSLY SELECTED: to each respective Member] for approval.

[/OPTION B2; external centralised proposition – only applicable if OPTION A2 is previously selected [The Operator / another entrusted third party’s name] determines, in a coordinated and concerted manner with the Members, which Libre Licence(s) is applied to each item of Foreground IPR; this determination is notified to the Members.

[/OPTION B3; “to each its own choice of licence” – only applicable if OPTION A3 is previously selected] Choice of licence. Each Member decides which Libre Licence is applied to its own items of Foreground IPR, then notifies its decision to the Project Coordinator; in case of joint ownership, the choice is made by majority vote. The Project Coordinator may advise the Members for coordination and consistency purposes.

1. Public release. The Members agree to publish the Results, under the chosen licences and in a curated format, on a Contributive Forge (cf. n. 10 of the Definition List, Appendix C) for the purpose of pursuing research & development with a larger community (open pool of contributors); each Member shall be granted access rights to the project space on the Contributive Forge as an administrator or pursuant to any similar high-ranked management status.
2. Default rule & time limit. Should no choice of licence be made (§49) within 60 days after the end of this Contract, any Foreground IPR is, in the absence of applicable share-alike or copyleft obligations, licenced pursuant to the following categories:

|  |  |  |
| --- | --- | --- |
| Components |  Applicable licence | Notices/logos to insert |
| Software |  Apache License v.2.0 | <https://www.apache.org/licenses/LICENSE-2.0>  |
| Hardware, tangible & physical outcomes |  CERN-OHL-S 2.0 | <https://ohwr.org/project/cernohl/wikis/Documents/CERN-OHL-version-2> |
| Design specifications (e.g. Bill of Material, Notices, etc.) |  CC BY SA 4.0 | <https://creativecommons.org/licenses/by-sa/4.0/deed.ast>  |
| Other copyrighted arts (images, audio-visual recording, etc.) |  CC BY SA 4.0 | <https://creativecommons.org/licenses/by-sa/4.0/deed.ast>  |

1. Legitimation. Regardless of ownership or other requirements, each Member has the individual right to legally claim and enforce applicable libre-licensing rights on any and all Foreground IPR against anyone. In doing so, the Member is solely liable for its claims, acts and omissions.
	1. Derivative IPR
2. As a special category of Foreground IPR (cf. n. 7 of the Definition List, Appendix C), Derivative IPR from a Member’s proprietary Background IPR shall not be assigned, transferred or placed under a licence without that Member’s consent.
3. Members shall be granted usage rights on the Derivative IPR which are produced (a) from items of a Member’s Background IPR which are indexed in the SOW as part of the Resource Pool and (b) in pursuit of the SOW targets.
4. In any event, §42, 2nd sentence, is applicable.
5. [/OPTION C1] DEFAULTING PARTY

[/OPTION C2] OPERATOR’S AEGIS

1. [/OPTION C1; internal compliance control] Default notice. Should a Member become a Defaulting Party, the other Members must enjoin such Defaulting Party, by notice and in common agreement, to fulfil its obligations within a deadline but no longer than [please insert number] days. Should the obligations of the Defaulting Party remain unfulfilled once the set deadline is expired, the other Members are entitled to suspend or exclude the Defaulting Party from the Team, by amending this Contract or any other relevant parts of the Team Rules, given a [please insert number]-day prior notice.

[/OPTION C2; external supervision by the Operator] The Operator (§6) is entrusted with social facilitation, stewardship and discretionary retribution in the Team and between the Members. In safeguard of the interests of the Project and the Programme, the Operator is provided with the following prerogatives: (a) to open or close a Defaulting Party’s access to the Data Room, (b) to dismiss or instate the Project Coordinator where circumstances warrant; (c) to suspend or exclude a Defaulting Party; (d) to take over the function of liquidator (§62 (a)) where circumstances warrant.

1. Suspension. Until reinstatement, any suspended Member loses all voting and decision-making powers as well as Member’s rights & privileges under the Team Rules – except for provisions protecting its Confidential Information and Background IPR – but remains bound to the Member’s obligations & duties to the greatest extent possible thereunder (§66). In the event of dissolution (i.e. end of the liquidation of the Team) happening before the suspension ends, the suspended Member is deemed to have been excluded with effect as of the decision of suspension.
2. Exclusion. Any excluded Member is deprived of all (surviving) Member’s rights & privileges under the Team Rules – except for provisions protecting its Confidential Information and Background IPR –but remains bound to all surviving Member’s obligations & duties to the greatest extent possible thereunder (§66). In particular, the excluded Member loses any and all interests in the Results and any corresponding Foreground IPR, including Derivative IPR.
3. No compensation. Exclusion or suspension entitles the targeted Member to no form of compensation of any kind.
4. TERMINATION & LIQUIDATION
5. Term. This Contract is effective upon signature of all the Members, and ends once the Feasibility Study is expired. The Feasibility Study expires on [date], unless extended to a later date by the Operator under the Programme Rules.
6. Early termination. The Members may terminate this Contract at any time by giving notice to the Operator that the Project is completed or, conversely, cannot be completed by reasonable means during the Feasibility Study.
7. Dissolution. Once this Contract ends (§71), the Team enters the liquidation phase, whose effects are the following:
	1. *Liquidator* is the Project Coordinator.
	2. *Creditors*. Any outstanding debt of the Team shall be settled.
	3. *Restitution*. Any resource, asset or other possession, including any remaining amount of the Operator’s Seed Money, shall be returned to its respective owner or rightful beneficiary.
	4. *Knowledge transfer*. Contribution Data from the Data Room required for using and exploiting the Results are transmitted or made effortlessly accessible to the Members. As the case may be, each Member shall be duly given access rights to the Contributive Forge (§50).
	5. *IPR final curation*. As a final review and update, items of each Member’s proprietary Background IPR must, in cooperation with the concerned Member, be indexed or de-indexed in the SOW (Resource Pool) depending on whether or not such items are in effect a requisite for using and exploiting the Results (§46 & §54). Items of Foreground IPR and their corresponding licences are, as much as practicable, also listed in the SOW; §51 may, as the case may be, apply.
	6. *Final SOW approbation*. The final version of the SOW is notified to the Members for their approval by’ consensual decision (unanimity); a deadline may be set. Should no consensus be reached or possible, the Operator may be appealed to for guidance and support.
8. Closure. The Members are free to amend the Team Rules or to conclude a new agreement among themselves to continue the collaboration beyond the Programme. Should they decide not to do so once the liquidation steps are completed, the Project Coordinator gives a final notice to all Members announcing that the Team is liquidated.
9. LIABILITY & WARRANTY
10. Personal liability. Members are liable towards each other only in the event of fraud or gross negligence for any damages suffered in connection with the Team Rules; Members shall not be jointly and severally liable hereunder.
11. No obligation of result. None of the Member warrants that the Results and corresponding Foreground IPR (including Derivative IPR) are original, properly owned or ownable, directly or indirectly commercialisable or suitable for any particular purpose.
12. MISCELLANEOUS
13. Survival. Notwithstanding the dissolution of the Team, the rights, obligations and claims by and between the Members under the following sections and paragraphs, shall survive on their own in any event: §13; section 6.; section 8.1.; §42, §44 & §46 in section 8.2.; §47, §50, §51 & §52 in section 8.3.; section 8.4.; §58 & §59 in section 9.; section 11.; section 12.
14. Severability. If any portion of this Contract or any other portion of the Team Rules is held invalid or unenforceable, the remaining portion shall remain in full force and effect; the invalid or unenforceable portion is given effect to the greatest extent possible and shall be changed and interpreted so as to best accomplish the objective of such provision within the limits of applicable law or applicable court decision; the Members shall use their best efforts to agree upon a valid and enforceable provision as a substitute for any invalid or unenforceable provision, taking into account the Members’ original intent of the agreement.
15. Governing law. The Team Rules and any dispute or claim arising out of or in connection with it shall be governed by, construed and interpreted in accordance with the laws of Switzerland, excluding conflict of law provisions.
16. Dispute resolution. Any dispute, controversy or claim arising out of, or in relation to, the Team Rules, by or towards the Team and/or between the Members, shall be submitted to the Swiss Chambers’ Arbitration Institution and be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers’ Arbitration Institution in force on the date on which the notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be [please choose one: one/three]. The seat of the arbitration shall be Berne, Switzerland. The arbitral proceedings shall be conducted in [please choose one: English / German / French / Italian].
17. Original & copies. This Contract and its Appendixes are ratified in their original version by the Operator, then archived by the Project Coordinator. Each Member shall receive a copy thereof.
18. Team Rules. This Contract, its associated decisions (§25) and the Appendixes constitute the “Team Rules” as an integral contract; the Team Rules are contingent on the effectiveness and duration of this Contract (§60 *et seq*.). In the event of discrepancy or ambiguity within the Team Rules, the order of precedence goes by the alphabetical order of the Appendixes, the Team Project Contract being first and its associated decisions being last in any event:

 Signature pages of all contracting Members

 Scope Statement of Work (SOW)

 Definition List

 Community Manifesto for an Open Innovation (CMOI)