DEFINITION LIST, TEAM A, LOOP II/2021

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| The definitions hereunder apply in relation to the following documents:* Team Project Contract (“**TPC**”)
* Statement of Work (“**SOW**”)
* Signature Pages

This Definition List has a didactic and interpretative value; should it contradict any of the above documents, their wording shall prevail. The alphabetical order of this Definition List merely serves the reader’s purpose. |

1. “**Affiliate**” means any natural person or legal entity that now or hereafter, directly or indirectly, controls, is controlled by, or is under common control of, a Member;
2. “**Background IPR**” means any and all Intellectual Property Rights of a Member (or its Affiliates) developed or reduced to practice solely by such Member (or its Affiliates) outside of the Programme and that did not categorically derive from another Participant’s Contribution Data without such Participant’s consent.
3. “**Confidential Information**” see §35 *et seq*. of the Team Project Contract
4. “**Contact Person**” see §7 of the Team Project Contract
5. “**Contribution Data**” refers to any idea, know-how, document, process, drawing, file or other form of information, whether or not protected or protectable by law, that is shared among the Members of the Team as part of the Programme or the Project. Contribution Data should, as much as practical and whenever relevant, be documented or recorded in a dated, replicable, human-readable, disposable and transferable format, e.g. stored in the Data Room. Contribution Data may consist of Confidential Information, or entail Intellectual Property Rights.
6. “**Data Room**” refers to the file-hosting digital space or platform used by the Team for sharing & organising the Project’s Contribution Data and for documenting the Team’s work. The Data Room is chosen by the Members to the extent permitted by the Programme Rules[; choosing a Forge (§) is permitted].

“[URL]” is provided as the Data Room by default in the Programme.

1. “**Derivative IPR**” are a special category of Foreground IPR in that it is applicable to Results which are derived from, and the result of altering or improving someone else’s Background IPR (e.g. derivate works under copyright law, improvement inventions under patent law); the Foreground IPR on such Results are legally dependent (or concurrent) on pre-existing Background IPR; hence, qualified as “Derivative IPR”. Under the Team Rules, Secrets (e.g. unpatented materials intended for patenting) are produce Derivative IPR (e.g. another Secret or a patent), as long as such Secrets were [please choose one: indexed in the Statement of Work (Resource Pool) / identified] as Background IPR in the first place.
2. “**Feasibility Study**” refers, as a time frame and legal framework, to the applied R&D phase in the Programme; the Feasibility Study begins for a fixed period upon the Operator’s notice, and is extensible at its discretion.
3. “**Foreground IPR**” means Intellectual Property Rights attached to Results.
4. “**Forge**” or “**Contributive Forge**” means any open, collaborative online platform & repository to share, contribute to, and manage community-driven R&D projects under Libre Licences. The Operator may accommodate for a looser definition of “Forge” as part of the Programme.

Notable examples: (for hardware, electronics design...) OHWR.org; (for software; but also hardware, database…) SourceForge.net, Github.com; (for encyclopaedia content) Wikipedia.org; (for software or interoperable assets/models of all kind) Joinup.eu.

1. “**Libre Licence**”, also known as a “free and open-source licence”, refers to any IPR-based license that satisfies the criteria of the Open Source Initiative, of the Open Source Hardware Definition 1.02, of the Free Software Foundation or of the Open Content Definition, or any other standardised or *ad hoc* license on intangible assets, which irrevocably guarantees, for any purpose, the freedoms to study, use, modify, and distribute/produce the libre-licenced intangible assets, as well as the obligation to give credit to contributors to, or owners of, such intangible assets (attribution). Libre Licences may or may not require all derivative works or improvement inventions to be placed under the same or equivalent licence as the primary licence (copyleft or share-alike principle).

Notables examples: (for software) MIT License Apache License 2.0, AGPL v3.0, EUPL v1.2; (for hardware) CERN-OHL-S, CERN-OHL-W, CERN-OHL-P, Solderpad Licence v2.1; (for documentation, text or image) CC BY SA 4.0; (for registered patent or design) ECL-2-0; (for database) OdbL v1.0.

BSL 1.1. (or any later version) is admissible as a Libre Licence under the Team Rules.

1. “**Intellectual Property Rights**” or “**IPR**” refers to any and all intangible assets (i.e. creations of the human mind) protected by the laws on copyright and related rights, patents for inventions, the protection of designs or of plant varieties, or deemed as Secrets in accordance with the Team Rules. Trademarks are out of scope unless specified or stipulated otherwise.
2. “**Members**” refers to the Participants selected for the Programme’s Feasibility Study that have concluded a Team Project Contract among themselves.
3. “**Operator**” is the legal entity responsible for organising the Programme to which the Participants have signed up, respectively [ARCM]. The Participants and the Operator are bound by the Programme Rules; the Operator is not subject to the Team Rules insofar as the Operator is not a Party to the Team Project Contract.
4. “**Participant**” is any natural person or legal entity that validly holds an active account on the Programme’s online platform ([https://platform.microtechbooster.swiss/]); hence, is subject to the Programme Rules.
5. “**Programme**” refers to the [NTN Innovation Booster Microtech] open innovation programme in which the Members are Participants. For further information, see: [https://microtechbooster.swiss/]
6. “**Project**” see §10 of Team Project Contract (or the Statement of Work)
7. “**Project Coordinator**” see §6 of the Team Project Contract
8. “**Project Report**” refers to the reporting obligations that are due by the Team under the Programme Rules. [For further information, [external reference to such rules if available].]
9. “**Results**” are a special category of Contribution Data in that they have been conceived, made, reduced to practice or learnt by the Members in pursuit of the Project in accordance with the Team Rules. Foreground IPR may be associated to the Results insofar as they entail Intellectual Property Rights.
10. “**Resource Pool**” see §13(c) and §17 *et seq*. of the Team Project Contract
11. “**Secret**” refers to any set of Contribution Data or Results which is protected or protectable in any form as a secret by law (e.g. manufacturing, business or trade secrets), and in rightful holdership of one or several Members. Under the Team Rules, Secrets are deemed both Confidential Information and IPR items, consequently:
	1. As a (special) category of Confidential Information, Secrets are subject to labelling and itemisation requirements (cf. §36 of the Team Project Contract).
	2. As a (contractualised) category of Intellectual Property Rights, Secrets are indexable in the SOW as part of the Resource Pool (cf. §17 *et seq*. of the Team Project Contract). By extension, Secrets from a Member’s Background IPR may produce Derivative IPR, i.e. Results that are themselves protected as Secrets.
12. “**Seed Money**” refers to the monetary grant provided by the Operator to the Team in support of the Project according to the Programme Rules; any unused amount at the end of the Feasibility Study shall stay by, or be refunded to, the Operator.
13. “**Statement of Work**” or “**SOW**” see §13 *et seq*. of the Team Project Contract, or Appendix B
14. “**Team**” refers to the group formed by the Members and organised as a simple partnership upon the Team Project Contract for the purpose of working together on the Project. The Programme Rules ordain which Participant is eligible to form a Team (and with whom).
15. “**Programme Rules**” (in contrast to “Team Rules”) refers to the set of operating rules that governs the Programme as a whole, notably the rights & obligations between each individual Participant and the Operator. The Programme Rules are set down by the Operator in general or specific terms as a requirement to partake in the Programme. [For further information, cf. [URL/document name/other reference]]
16. “**Team Rules**” (in contrast to “Programme Rules”) refers to the set of contractual rules and provisions agreed upon by the Members among themselves in order to govern the Team and the relations between Members, as a whole. For the overview, cf. §70 of the Team Project Contract