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<p>Abstract: These joint guidelines frame the rules and procedures for the operation of the ACCORD project. The purpose is to provide transparency and accountability for the purchase of prototype components and systems from manufacturers and their loan to universities performing specified research and development on these same components and systems. The basic principles of this exchange can be summarized briefly as follows:</p> <ul style="list-style-type: none"> • Negotiation for the purchase of prototype components starts when a team of manufacturer and university has been identified. • The purchase can take place when an agreement between the two partners forming the team on handling intellectual property has been signed by both partners. • The components are transferred to the university on the basis of an extended loan. • The ACCORD project will track the progress of the research and development project. • During this phase Accord will try to assure that the prototype components are in good functioning condition, including the purchase of replacement parts. • The university team will participate in at least one public presentation of results of this work. • If the University is not able to complete the proposed research programme, ACCORD may choose to recover the components for use elsewhere. <p>Following successful completion of the research, ACCORD may decide to transfer the ownership of the equipment to the university.</p>	
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Disclaimer

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1. Executive Summary

These joint guidelines frame the rules and procedures for the operation of the ACCORD project. The purpose is to provide transparency and accountability for the purchase of prototype components and systems from manufacturers and their loan to universities performing specified research and development on these same components and systems.

The basic principles of this exchange can be summarized briefly as follows:

- Negotiation for the purchase of prototype components starts when a team of manufacturer and university has been identified.
- The purchase can take place when an agreement between the two partners forming the team on handling intellectual property has been signed by both partners.
- The components are transferred to the university on the basis of an extended loan.
- The ACCORD project will track the progress of the research and development project.
- During this phase Accord will try to assure that the prototype components are in good functioning condition, including the purchase of replacement parts.
- The university team will participate in at least one public presentation of results of this work.
- If the University is not able to complete the proposed research programme, ACCORD may choose to recover the components for use elsewhere.

Following successful completion of the research, ACCORD may decide to transfer the ownership of the equipment to the university.



2. Operating Rules and Procedures:

2.1 Hold Harmless Agreement

The ACCORD project is based on the exchange of prototype components. As such these components present a risk, due to lack of testing and experience. Both the university and the manufacturer will sign a statement holding the ACCORD project members and the European Commission harmless regarding the performance of these components. The model agreement for the supplier is exhibited in Annex 1. The model agreement for universities is exhibited in Annex 2. These agreements will be signed by both parties before the equipment is transferred to the university.

2.2 Intellectual Property Agreement

The manufacturer and the university must certify that they have reached an agreement on handling issues of intellectual property. ACCORD does not participate in the agreement, nor does ACCORD seek to know the contents. The model acknowledgement form is exhibited in Annex 3.

2.3 Public Presentation of Research Results

The university research team will agree to make at least one public presentation, for example a publication, or a presentation in a conference open to the public. A presentation will also be made at specific workshops organised by the ACCORD project, co-located with major events. The text is contained in the component transfer agreement that the university will sign in order to receive the components. Each such presentation will include an acknowledgement of the ACCORD program and the contribution of the European Commission. The component transfer agreement is exhibited in Annex 3.



3. Operating Procedures

3.1 *Purchase of Components and Systems*

The purchase of components and systems is a four-step process:

1. A university proposal is selected following proposal review.
2. The corresponding manufacturer is contacted and a negotiation begins to determine the price to be paid.
3. The intellectual property certification is signed by both parties
4. A purchase order is signed by two members of the ACCORD project and sent to the supplier.

3.2 *The Supply Agreement*

The supply agreement consists of:

- Hold harmless
- Certification of non-commercial availability
- Certification that the device is operational
- Certification of cost price
- Certification of IPR agreement

ACCORD will negotiate a purchase agreement with the supplier. For payment of an agreed price, the supplier will transfer ownerships of the components or system to the European Photonics Industry Consortium (EPIC), with the understanding that the components or system be used exclusively in the ACCORD programme at the site of the University performing the R&D project.

As part of the agreement, the supplier will certify that the components or systems are operational and that they are not available commercially at the time of transfer. The supplier will also certify that the transfer price represents the cost of constructing the prototype.

The price should reflect the marginal cost of producing a few additional prototypes. The price should not be the market value of a comparable component that has been fully tested, qualified and marketed. It is believed by ACCORD that the marginal production cost of prototype components may be a competitive secret. Therefore we ask only each supplying company to sign a statement certifying that the acquisition price represents the marginal cost of production.

The supplier will additionally certify that a satisfactory IPR agreement has been concluded with the University selected for the project.

Finally the supplier will also sign a hold harmless agreement, releasing the ACCORD project and the European Commission from financial responsibility involving the use or misuse of the components or systems.

3.3 *Purchase and Payment*

The purchase order will be signed by two members of the ACCORD project. The EPIC organisation will then send the purchase order to the supplier and pay for the product under the conditions negotiated with the supplier. Copies of all transaction documents will be filed with the project coordinator.



4. Ownership and Performance Issues

4.1 *Conditions of Use*

The components and systems that are purchased by the ACCORD project remain the property of the project. They are offered to selected universities for loan for the duration of the project.

Components like laser diodes, modulators, LEDs are considered to be consumable products, and the ACCORD project will not expect the return of these devices. Because of the experimental nature of consumable components, it may be expected that some will burn-out before the end of the project. In these cases, ACCORD will arrange to purchase additional replacement components and devices, within the limits of financial resources.

Non-consumable components will be returned to ACCORD at the project end. Exceptions to this rule may be granted if the supplier and the university have negotiated a follow-on R&D project using these components.

Components shall be used only by researchers and students within the receiving university. Components may not be loaned or given to third parties, unless by prior agreement and only if this may be beneficial to the research programme.

Components and systems may not be dismantled or reverse engineered unless there is prior written consent from the supplier, and that this activity is directly related to the research project.

4.2 *Project termination*

Termination normally occurs when the objectives of the research programme have been met.

The project will also terminate if the university determines that it is not able to carry out the proposed research. This could happen, for example, if the lead investigator has left the university before the project could be finished.

The project will terminate if the ACCORD project determines that research objectives are not being met.

However and whenever termination occurs, university agrees to return all components to ACCORD within thirty (30) days of termination.



5. Conclusions

This deliverable gives an overview of the joint guidelines which frame the rules and procedures for the operation of the ACCORD project. The purpose is to provide transparency and accountability for the purchase of prototype components and systems from manufacturers and their loan to universities performing specified research and development on these same components and systems.

The basic principles of this exchange can be summarized briefly as follows:

- Negotiation for the purchase of prototype components starts when a team of manufacturer and university has been identified.
- The purchase can take place when an agreement between the two partners forming the team on handling intellectual property has been signed by both partners.
- The components are transferred to the university on the basis of an extended loan.
- The ACCORD project will track the progress of the research and development project.
- During this phase Accord will try to assure that the prototype components are in good functioning condition, including the purchase of replacement parts.
- The university team will participate in at least one public presentation of results of this work.
- If the University is not able to complete the proposed research programme, ACCORD may choose to recover the components for use elsewhere.

Following successful completion of the research, ACCORD may decide to transfer the ownership of the equipment to the university.



Annex 1 Hold Harmless Agreement - Supplier

The _____ Company, registered in _____ under the registration number _____, referred to as the “supplier” in this agreement, agrees to hold harmless the companies and institutions forming the ACCORD project from any damages or liabilities that may occur due to the use of the supplier’s products or prototypes in the context of the ACCORD project.

The supplier additionally agrees to hold harmless the European Commission or any of the ACCORD-partners for any damages or liabilities that may occur due to the use of the supplier’s products or prototypes in the context of the ACCORD project.

Agreed, this day of _____
Day-month-year

By _____
(signature)

Position _____

who is qualified to represent the supplier on this question.



Annex 2 Hold Harmless Agreement - University

The _____ University, registered in _____ referred to as the “university” in this agreement, acknowledges its participation in the ACCORD programme. The research proposed by the university will be performed on prototype components produced by the _____ company, registration n° _____, referred to as the “supplier”, which have not been fully tested and which therefore represent a potential risk. The university agrees to hold harmless the companies and institutions forming the ACCORD project from any damages or liabilities that may occur due to the use of the supplier’s products or prototypes in the context of the ACCORD project.

The university additionally agrees to hold harmless the European Commission or any of the ACCORD-project partners for any damages or liabilities that may occur due to the use of the supplier’s products or prototypes in the context of the ACCORD project.

Agreed, this day of _____

Day-month-year

By _____

(signature)

Position _____

who is authorized to represent the university on this question.



Annex 3 Reception of the Components by the University

The _____ University, registered in _____ referred to as the “university” in this agreement, acknowledges its participation in the ACCORD programme. The research proposed by the university will be performed on prototype components produced by the _____ company, registration n° _____, referred to as the “supplier”, which have not been fully tested and which therefore represent a potential risk.

The university acknowledges the receipt of the _____ hereafter called the “component” on loan to the university for the duration of

the R&D project _____,

lead investigator _____.

At project termination, the university agrees to return within thirty (30) days the component to the ACCORD project.

During the project duration, the component must not leave the project site without the written permission of the supplier.

Agreed, this day of _____
Day-month-year

By _____
(signature)

Position _____

who is authorized to represent the university on this question.



Annex 4 Certification of Intellectual Property Agreement-Joint

The _____ Company, registered in _____ under the registration number _____, referred to as the “supplier” in this agreement, and the _____ University, registered in _____ referred to as the “university” in this agreement, certify that they have reached a suitable agreement for attribution and control of any intellectual property that may be created during their participation in the research and development activities that are supported by the ACCORD project.

Certified, this day of _____
Day-month-year

By _____
(signature)
Position _____

who is authorized to represent the supplier on this question.

and

Certified, this day of _____
Day-month-year

By _____
(signature)
Position _____

who is authorized to represent the university on this question.



Annex 5 Components – System Certification

The _____ Company, registered in _____ under the registration number _____, referred to as the “supplier” in this agreement, certifies that the _____, hereafter called the “component” is a prototype and cannot be purchased on the open market. The component has been tested by the supplier and is in operating condition.

The supplier offers no warranty concerning component lifetime or compatibility with other components or systems.

Certified, this day of _____
Day-month-year

By _____
(signature)

Position _____

who is authorized to represent the supplier on this question.



Annex 6 Components – price certification

The _____ Company, registered in _____ under the registration number _____, referred to as the “supplier” in this agreement, certifies that the _____, hereafter called the “component” is a prototype. The negotiated price for transfer of this component to EPIC has been decided in the context of the ACCORD programme of European Commission. The transfer price represents the cost only of fabrication of the prototype component, and does not reflect design, engineering and development costs.

The transfer price does not bear any relationship to the sales price of a similar component that may possibly be commercially produced at some future time.

Certified, this day of _____
Day-month-year

By _____
(signature)

Position _____

who is authorized to represent the supplier on this question.