

MEMORANDUM OF UNDERSTANDING

The Joint Research Centre of the European Commission,
represented for the purpose of signing this memorandum Mr Vladimír Šucha, Director-General of
the Joint Research Centre of the European Commission, duly entitled to sign,

(hereinafter referred to as '**the JRC**'),

and

The Czech Academy of Sciences,
with the registered address at Národní 3, 117 20 Praha 1, Czech Republic,
represented for the purpose of signing this memorandum by prof. RNDr. Eva Zažímalová, CSc.,
president of the Czech Academy of Sciences, duly entitled to sign,

(herein referred to as '**the CAS**').

Hereinafter referred to individually as '**the Party**' or collectively as '**the Parties**'.

PREAMBLE

WHEREAS:

- EC President Juncker's political priorities calls for new boost for jobs, growth and investment in the EU involving new, sustainable and job-creating projects that will help restore Europe's competitiveness, and more effective financial instruments in infrastructure focussing on research and innovation;
- the Innovation Union Flagship Initiative, within the framework of the Europe 2020 Strategy of the European Union, and in particular under Commitment 21 of the former, aims to foster the development of mechanisms to strengthen knowledge transfer in Europe, and in particular in public research organisations through trans-national collaboration;
- the JRC of the European Commission in the light of the above, has committed itself to facilitate the development of a network of technology transfer offices of large-scale public research organisations across Member States of the European Union and its associated countries, an initiative which has led to the creation of the "TTO Circle";
- the participating members of the TTO Circle, as Parties to the present Memorandum of Understanding (hereinafter referred to as '**the MoU**'), bear valuable experience and knowledge in the field of technology transfer, further to which they acknowledge the importance of mutual sharing of expertise, and as such they seek to collaborate towards the shared objective of strengthening innovation in Europe;
- the Parties wish to formalise their collaboration through this MoU.

THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1 – SUBJECT AND SCOPE OF THE MoU

- 1.1** The Parties undertake to encourage the sharing of good practices, knowledge and expertise among each other in the field of technology transfer, and therefore hereby give effect to the creation of a network of technology transfer offices titled as the "TTO Circle".
- 1.2** The Parties undertake to encourage the development of future collaboration among each other inter alia by seeking to identify possible joint activities in the field of technology transfer, and by establishing informal channels of communication as specified in Annex 1.
- 1.3** Each Party intends as a general rule to implement the MoU through the exchange of publicly available, non-proprietary information. Should the exchange of other information be necessary, such exchange will be subject to Article 3.

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- 1.4 The Parties do not intend, or expect, to create intellectual property under the MoU. If it appears that intellectual property is likely to be created, the Parties either enter into a collaboration agreement in accordance with Article 1.5 or avoid the creation of intellectual property.
- 1.5 In case the Parties decide to undertake joint technical or scientific activities in any of the subjects identified in the Annex 1, they shall, prior to undertaking such activities, enter into a separate and formal collaboration agreement, covering the technical, legal (including liabilities of each Party and intellectual property rights) and financial aspects of the envisaged collaboration.
- 1.6 Except for the obligations laid down in Article 3, the MoU does not establish legally binding obligations on the part of any of the Parties, including without limitation any financial obligation.

ARTICLE 2 – MODALITIES OF CO-OPERATION

- 2.1 The implementation of the MoU shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party. The MoU does not represent any commitment with regard to funding on the part of either Party.
- 2.2 Each Party shall bear its own costs in connection with the implementation of the MoU. There shall be no transfer of money between the Parties in connection with the MoU.
- 2.3 As participating members of the TTO Circle, the Parties intend to hold at least one plenary meeting and two technology-transfer relevant topical meetings per year to discuss topics of common interest, share good practices, knowledge and expertise, and to seek to identify and develop collaborative activities. The date and place of each plenary meeting will be decided by consensus among the Parties. Meetings will preferably but not compulsorily be hosted by the Parties at their respective premises on an alternating basis, and the associated costs will be shared between the hosting Party and the JRC in proportions to be decided in advance of each meeting.
- 2.4 The Parties agree that the JRC will act as the Secretariat of the TTO Circle, and that it shall be responsible for facilitating the implementation of this MoU. The JRC, on behalf of the European Commission, will:
 - (a) facilitate the organisation of the annual plenary meetings in collaboration with the other Parties and other Directorates-General of the European Commission as and if necessary;
 - (b) at each plenary meeting deliver a report about the previous meeting and update the Parties on the various ongoing collaborative activities;
 - (c) facilitate any collaborative activities arising from the plenary meetings;

(d) support the organisation of topical meetings.

- 2.5** Should the need arise for more detailed rules of procedure, the Parties will entrust the Secretariat with the drafting of these rules, which shall then enter into force after unanimous approval by the Parties.

ARTICLE 3 – CONFIDENTIALITY

- 3.1** The Parties intend, as a general rule, to implement this MoU through the exchange of non-confidential information or know-how. Should the exchange of confidential information or know-how be necessary, the Parties undertake to keep confidential any information communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on the MoU) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation does not apply to information communicated orally unless the Party communicating such information notifies the other Party in writing without delay that such information shall be kept confidential.
- 3.2** Confidentiality of information exchanged in connection with the MoU shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.
- 3.3** During the term of the MoU and for a period of five years following its termination, neither Party shall make publicly available or communicate to any third party any information related to or resulting from the implementation of the MoU, without first obtaining a written consent of the other Party on the manner and timing of such publication or communication. Such consent may not be unreasonably withheld.
- 3.4** In case of any dispute or difference between the Parties arising out of or in connection with the application of this Article, the Parties shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties notifies so the other in writing. In that case, each Party may initiate proceedings before the General Court of the European Union in Luxembourg. The applicable law will be the law of the European Union and the law of the European Atomic Energy Community, complemented, where necessary, by the substantive law of Belgium.
- 3.5** All obligations under the present Article apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of the MoU in cases where the other Party acts according to its obligations resulting from the applicable law.

ARTICLE 4 – ADMINISTRATIVE PROVISIONS

4.1 All correspondence concerning the performance of the MoU shall be sent to the following addresses:

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| <p><u>For administrative questions</u> European Commission Joint Research Centre Rue du Champ de Mars 21 BE-1050 Brussels To the attention of Giancarlo CARATTI DI LANZACCO, Giancarlo.Caratti@ec.europa.eu Head of Unit, DG JRC, Intellectual Property and Technology Transfer Unit</p> | <p><u>For administrative questions</u> Czech Academy of Sciences Národní 3 117 20 Praha 1 Czech Republic To the attention of prof. Josef LAZAR, Ph.D. lazar@kav.cas.cz Member of the CAS Academy Council responsible for coordination of technology transfer and IP exploitation</p> |
| <p><u>For technical questions</u> European Commission Joint Research Centre Rue du Champ de Mars 21 BE-1050 Brussels To the attention of Annarita Ferreri, annarita.ferreri@ec.europa.eu Innovation and Tech-Transfer Officer, DG JRC, Intellectual Property and Technology Transfer Unit</p> | <p><u>For technical questions</u> Centre of Administration and Operations of CAS, v. v. i. CeTTAV Vodičkova 40 110 00 Praha 1 Czech Republic To the attention of Lenka Scholzová scholzova@ssc.cas.cz Head of the TTO unit of the CAS</p> |

ARTICLE 5 – DATA PROTECTION

5.1 Any personal data included in or relating to this MoU, including its execution shall be processed by the Commission pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and monitoring of this MoU by the Director-General of the JRC without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law. The data subject shall have the right of access to her/his personal data and the right to rectify any such data. Should the data subject have any queries concerning the processing of her/his personal data, the data

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subject shall address them to the Director-General of the JRC. The data subject shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE 6 – ENTRY INTO FORCE AND DURATION

- 6.1** The MoU will enter into force on the date of its signature by the last Party and is concluded for a period of 5 years from said date. The MoU may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 6.2** Either Party may terminate the MoU at any time upon three months prior written notice to the other Party.

ARTICLE 7 – ANNEXES

- 7.1** The following annex shall form an integral part of the MoU:

Annex 1

Signed in two originals in the English language.

For the **Joint Research Centre of the European Commission**

Done in Brussels on _____

Signature: _____

Mr Vladimír Šucha
Director-General
Joint Research Centre

For the Czech Academy of Sciences

Done in _____ on _____

Signature: _____

prof. RNDr. Eva Zažímalová, CSc.
president of the Czech Academy of Sciences

ANNEX 1

BACKGROUND

The European Union needs more innovation to boost its global competitiveness, harness its knowledge base, enhance its economic position, and tackle the grand societal challenges of the 21st century. Innovation contributes to tackling the most critical societal challenges we are facing (such as health, food and energy security, sustainable development, climate change, ageing populations), while at the same time provides opportunities for new markets. For these reasons, research and innovation have been placed at the heart of the President Juncker's political agenda for jobs, growth and investments.

At the time where Europe needs to gather forces to address these grand challenges, the TTO Circle initiative brings together key large public research organisations sharing the common vision of fostering knowledge transfer to the European markets.

European technology transfer today shows similarities with an emerging industry: many valuable product ideas; a highly fragmented landscape; a lack of critical mass; wide disparities in terms of performances; and developing practices. It is anticipated that the future will see profound changes in this landscape. Studies have identified the lack of scale as one of the major issues of technology transfer. One way to address this issue is to develop a network of research centres of excellence to cooperate in a number of fields including intellectual property and technology transfer. It is therefore strategic that us, as the major public TTOs, group together and act as pioneers in improving this landscape.

Apart from the more general changing landscape that technology transfer is undergoing today, European TTOs are more specifically facing challenges such as:

- The complexity and diversity of IP legal frameworks across Europe.
- The proliferation of patents and the fragmentation of IP related to incremental innovation.
- The high costs associated with European patent applications and enforcement.
- Cuts in research budget due to the current financial situation.
- The reluctance of researchers to engage in knowledge transfer activities.
- The belief that results from publicly funded R&D should be openly accessible.
- The lack of sound indicators to measure the efficiency, effectiveness and impact of knowledge transfer activities on society.
- The lack of homogeneity in the European innovation landscape (numerous associations, numerous policy actors, fragmentation of the funding schemes, and alike)
- The difficulty to bridge the gap between the research done in PROs and the research needs of the Industry.

As the Innovation Union flagship initiative aims to tackle some of the above issues, key players in the area of technology transfer have a vital role. The vision of the TTO Circle is to unite forces to develop a common understanding of these challenges and draw some possible lines of action. As the largest public research organisations in Europe, we act as role models to smaller institutions and universities and we must therefore facilitate the spread of innovative ideas and best practices to smaller TTOs, thus effectively streamlining the part of the innovation value chain of Europe involved with the dissemination of research results.

OBJECTIVES

The mandate of the TTO Circle is twofold: on the one hand it will serve as a relay between EU policy makers and technology transfer practitioners to facilitate/accelerate the implementation of the Innovation Union and the achievement of the Commission's objectives (and in particular Commitment 20 related to knowledge transfer of the Innovation Union Flagship Initiative COM(2010) 546 final and the Priority n.1 of the Juncker Commission Jobs, Growth and Investment: Stimulating investment for the purpose of job creation); on the other hand, it will seek to maximise the impact of EU public research

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on society by jointly addressing challenges related to technology transfer. The JRC will take an active role in organising the activities of the network and will provide its secretariat. Policy DGs of the European Commission will be invited to attend meetings and deliver updates on relevant policies when necessary.

Sharing of good practices, identifying possible joint activities, establishing informal channels of communication and organising common trainings are just few of the tools to be used to shape this network. Information shall be the main currency of exchange of this network. The network should be built from the bottom-up and focus on operational issues.

Collaborating

- Foster a collaboration spirit among its members and develop a common understanding of complex TTO issues;
- Investigate the opportunity of establishing patent pools and/or cross-licensing in technological sectors of common interest;
- Identify other joint activities, events or actions relevant to technology transfer;

Sharing

- Identify and share best practices;
- Provide a web platform for exchanging documents, databases and working tools;
- Establish a forum for the exchange of ideas that enhance and build an understanding of the practice of technology transfer with emphasis on management practices and strategies for technology transfer;
- Organise at the premises of the members at least one plenary meeting per year on specific issues of common interest;
- Organise technology-transfer relevant topical meetings.

Communicating

- Establish strong channels of communication between large European public research organisations in the field of technology transfer;
- Bring common needs of the network to the attention of both EU and Member States' policy makers;
- Discuss best approaches to improve access to the results of publicly-financed R&D;

Educating

- Promote joint trainings and visits of staff to the premises of partner PROs;
- Explore the possibility of short term staff exchange;
- Contribute to the establishment of standards for the certification of KT professionals;

MEMBERSHIP

The Members of the TTO-CIRCLE are large Public Research Organisations in Europe whose primary objectives is to perform research. Other organisations may participate in ad-hoc meetings as observers. EARTO and AST-PROTON will be invited to participate as observes in all activities.