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## Agreement Industrial User Club of P4L (IUC)

*Preamble:*

**PHOTONICS4LIFE** is a network of excellence founded and funded within the Seventh Framework Programme 2007 – 2013 of the EU. The network started May 1<sup>st</sup> 2008 and will end April 30<sup>th</sup>, 2012. The main objective is to integrate the competence in Biophotonics over Europe and to strengthen the R&D activities in this field. **PHOTONICS4LIFE**'s particular aims are:

- Offering the combined know-how of the photonics4life partners, initiating common projects
- Establishing dedicated training courses on Biophotonics for the industry
- Supporting entrepreneurship in Biophotonics
- Improving knowledge about users' and patients' needs, and of technical potential in photonics

The **PHOTONICS4LIFE** Industrial User Club (IUC) will open the door to this organized competence for its Contracting partners. More information about **PHOTONICS4LIFE** can be found at: <http://www.photonics4life.eu/>

This agreement is agreed between the

INSTITUT FUER PHOTONISCHE TECHNOLOGIEN E.V. (IPHT), legally acting for the P4L network

and

(MEMBER).

### 1. Membership

We want to join the industrial user club of **PHOTONICS4LIFE** as a

Level one member     / Level two member     (*Please tick the appropriate box*)

Start date of the membership

By signing this Agreement by both parties, and entering into the database at least one item on technology or methods, the MEMBER becomes a level 1 member of the industrial user club for a period of 12 months.

By signing this Agreement by both parties, and after paying the annual membership fee, the MEMBER becomes a level 2 member of the industrial user club for a period of 12 months.

The membership is automatically extended by a period of another 12 months, unless the MEMBER terminates its Membership in accordance with the next section of this Agreement ("End date of the membership").

IPHT has the right to deny a membership request at any time without the obligation to give any reason for the denial of the membership request. In particular, the IPHT shall deny a membership request from companies or institutes that don't have any production activities, such as but not limited to scientific institutes and consultants.

The parties agree that in the starting phase of P4L, the full operation of the IUC need to be established. Subsequently, for all early adopters of the IUC, the 12 month memberships will start in the month, whereas the database contains more than 100 items.

#### End date of the membership

The membership ends at the expiry of a 12 month period, when a written cancellation note is sent to the IPHT at least one month before the expiration of that 12 month period.

The IPHT has the right to terminate the membership of a MEMBER immediately when a level one MEMBER has not updated his items in the database upon request (at least one time per year).

The IPHT has the right to terminate the membership of a MEMBER immediately when a level two MEMBER did not pay the annual membership fee and has not reacted after receiving two written reminders.

The IPHT has the right to terminate the membership at the end of the next 12 month period with a cancellation period of 1 month, when a MEMBER changes its business area and does no longer work in the field of biophotonics. In that case the MEMBER acknowledges and accepts that the annual membership fee will be acquired definitively by the IPHT.

If the P4L consortium decides not to continue its work and the services of P4L are no longer available, IPHT may terminate immediately all memberships to that time. The annual membership fee will be paid back pro rata for the full months after the date of termination in which the MEMBER cannot make use of the services in accordance with this Agreement.

The IPHT has the right to change the annual membership fee. Those changes shall take effect as from the end of the current 12 month period. The MEMBER that cannot accept the changes, has the right to terminate his membership at the end of the current 12 month period or change to a level one MEMBER upon fulfilling the level one MEMBER requirements.

## 2. Benefits of the membership

Under the condition of fulfilling the level one MEMBER requirements, the MEMBER will be allowed to make use of the following benefits:

- receive up to 5 hardcopies of the public P4L newsletters (to be published on a half year basis)
- access to any information regarding the knowledge or pre-existing know-how, present or having been acquired and/or developed in the framework of the P4L

project (hereafter "Knowledge or Pre-Existing Know-How"), which has been made available through the Network Portal site of the P4L Project. This includes access to

- descriptions on P4L technology, methods and capabilities
- descriptions on P4L equipment with information about the responsible experts
- information on P4L experts with their contact data
- gets an entry into the P4L database to demonstrate it's own competence and to be found if any other MEMBER wants to make appeal on his expertise.
- access to database information regarding the industrial companies acting in and relevant to biophotonics

Under the condition of paying the registration fee for level two MEMBERS, the MEMBER will be additionally allowed to make use of the following benefits

- gets a 30% discount on the registration fee for the participation of one person from the company in all P4L workshops
- gets quick and non-bureaucratic assistance in finding the right partner in P4L to discuss special problems and requests
- gets priority assistance in locating the most appropriate partner(s) in P4L for contract research and in setting up contract work
- gets the right to one vote in the election to appoint the industrial user club representative in the industrial advisory board. Each MEMBER has the right to nominate one candidate for the industrial advisory board. Decisions shall be taken upon 2/3 of the MEMBERS.
- gets the right to advertise its products on the P4L Portal through the company logo and a link to the company website
- gets the right to display job offers from the company on the P4L Portal
- gets the permission to add an advertisement paragraph (naming the author, the company and its competence and a web-link to MEMBER's site) on important topics from the company whenever an article is accepted to be published in the P4L newsletter

### 3. Confidentiality

Every information obtained from a third party and which has not been public knowledge and is given to the IUC office and / or a P4L partner with the goal of providing assistance in finding the adequate partners in P4L, need to be treated as confidential information between the IUC office and the P4L partner involved.

#### 4. Membership fee

Membership is free for level one MEMBERS

In case of level two MEMBERS, the MEMBER shall pay to P4L in consideration of the benefits as determined in article 2 of this Agreement, the amount of

O 2000 Euro per year per given access (in case of more than 250 employees)

O 1200 Euro per year per given access (in case of 10 to 250 employees)

O 500 Euro per year per given access (in case of less than 10)

This fee will cover one account for the database, at least 5 addresses to send out the printed version of the newsletter and one participant with reduced price on each P4L workshop.

A start-up company (this means a company established since less than a year) will get free access for one year.

This amount is exclusive of VAT.

#### 5. Competitors

The decision about any membership of any company will be taken by the IUC office and in the last instance by the co-ordinators of P4L. No MEMBER can request the exclusion of the membership of companies that can be considered as competitors of the MEMBER.

#### 6. Warranties - Liability

The MEMBER acknowledges and accepts that all information obtained by the MEMBER in accordance with this Agreement, is provided "AS IS", with no warranties, express or implied, including but not limited to any warranty of merchantability, title, or fitness for a particular use.

The IPHT will in no case be liable for the use made by the MEMBER of the information and benefits obtained in the framework of this Agreement.

#### 7. Applicable law – Dispute resolution

This Agreement will be governed by the laws of Germany. Any disputes in relation with the interpretation or execution of the present Agreement, which cannot be settled amicably, will only be submitted to the courts of Brussels.

Signatures

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(MEMBER)

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(IPHT for P4L)

(for P4L)