

Task and Method of Working of STW User Committee



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Introduction

► The aim of Technology Foundation STW is to realise knowledge transfer between technical sciences and *users*. To this end, STW brings researchers and (potential) *users* together. The instrument par excellence in this respect is the *user committee*. STW sets up a *user committee* for every *project*.

Participation in a *user committee* on an STW research *project* offers you the opportunity to keep track of the research and to be informed of its results. The *user committee* is a platform for exchanging information, actively contributing to the research and suggesting adjustments to the direction of the research. Participating in the *user committee* also enables you to broaden your network and to develop or further intensify your collaboration with research institutes.

The *user committee* meets at least twice a year. In addition, you can of course maintain contact with the institute's researchers in a more informal way, so as to maximise exchanges between your company and the research institute.

For the research institute, your participation is important partly because you can identify which developments are commercially interesting and how the results can be applied in a product or industrial process. Furthermore, PhDs or post-docs have the opportunity to familiarise themselves with industry.

Finally, a *user committee* enables STW to fulfil its primary aim of knowledge transfer.

Participation in a *user committee* entails certain rights and obligations. STW has set these down in this document.

STW values your participation in the *user committee* and hopes that this collaboration will be to the satisfaction of everyone involved.

01. Definitions

► The terms listed below have the following meanings in this document:

- [1] **project:**
research which has been allocated STW funding
- [2] **project leader:**
the person with ultimate responsibility for the content and realisation of a *project*
- [3] **user(s):**
natural or legal persons who are able to apply the results from a *project*
- [4] **user committee:**
a committee composed of *users*, a *project leader* (chair) and a STW programme officer (secretary)
- [5] **conditions:**
the set of rules described in this document

02. Applicability

► The set of rules contained in this document (*conditions*) applies to the organisation (the legal person) represented in the *user committee*.

The organisation ensures that its representative(s) comply (complies) with these *conditions*. Where the *user* does not represent a legal person but sits on the *user committee* in a personal capacity, these *conditions* apply to that person in a personal capacity.

The *conditions* apply from the start of participation by a (representative of a) *user* in a *user committee* meeting or, if earlier, from the time when he or she receives research results from the *project* in question.

In addition to these *conditions*, *projects* are also subject to STW's 'General Funding Conditions'. These 'General Funding Conditions' are available on our website (<http://www.stw.nl>).

03. Task

► STW sets up a *user committee* to promote the transfer of the research results from a *project* and the possibility of their application by third parties (utilisation).

The *users* advise the *project leader* on the direction the research should take in order to maximise the possibility of the research results being applied by the *users* or by third parties.

04. Realisation of a project

► The *project* is conducted in accordance with the *project plan* and STW's 'General Funding Conditions'. The *project leader* always bears ultimate responsibility for the conduct of the research.

05. Composition

► STW sets up the *user committee* in consultation with the *project leader*. In principle, it consists of a minimum of four *users*, at least half of whom are from industry. The *project leader* chairs the *user committee* and a representative from STW acts as secretary. *User committee* meetings are usually also attended by any co-applicants and the researchers involved (temporarily appointed to the *project*).

With the permission of STW and the *project leader*, and taking account of the *users'* recommendations, new *users* may be admitted to the *user committee* during the course of the *project*.

Users may step down from the *user committee* after informing STW in writing. The rules in these *conditions* and/or STW's 'General Funding Conditions' which should remain in force by their nature (such as rules on confidentiality) also remain in force after such written notice.

06. Frequency of meetings

- ▶ The *user committee* meets at least twice a year at a location to be determined by STW.

The *project leader* and the secretary decide to convene a meeting, and that decision is implemented by the secretary. With permission from STW, the *user committee* may meet less frequently.

Users can also maintain informal contacts with the *project leader* and the STW representative.

07. Reimbursement of expenses

- ▶ Any costs associated with participation in the *user committee* for an STW *project* (such as travel expenses) are borne by the *user* and are not reimbursed by STW.

08. Reporting

- ▶ The *project leader* reports in writing, via STW, on the progress of the *project* at least two weeks before a *user committee* meeting. The *project leader* reports on the aim of the research; work plan; milestone planning; results; utilisation; collaboration and contacts with *users*; financial résumé; conferences; publications and mentions in the media. The *project leader* is responsible for presenting the research results during the *user committee* meeting.

The *users* bring any remarks, comments, questions or recommendations they may have, whether solicited or unsolicited, to the attention of the *project leader* and/or STW.

In any case, the *users* inform the secretary if so asked, and also whenever a *user*:

- wishes to bring his or her remarks, comments, questions or recommendations to the attention of the other members and would like to hear their opinions on these;
- desires a discussion with the entire *user committee*;
- wishes to initiate a recommendation on behalf of the entire *user committee*;

- is aware of potential opportunities for patent applications, licence agreements and research contracts.

09. Confidentiality and information

- ▶ During the *project* and for up to five years after the end of the *project*, *users* shall maintain confidentiality regarding any information, inventions, discoveries, results, materials, methods, processes, products, programmes and software obtained from STW, the *project leader* and other *users* in the context of the *project* and/or generated within the *project*, and the intellectual property rights thereto (the results) and shall not disclose these to third parties. This confidentiality requirement does not apply to:

- results which are disclosed in a publication in accordance with the *conditions* under the heading 'Publication';
- results which are disclosed as a result of the formalities for the protection of results;
- results which are discussed with permanent employees in a limited circle within the organisation (excluding associated subsidiaries or sister companies), provided this is in the interests of promoting the scientific quality and/or utilisation of the research results and provided the obligation of confidentiality is also imposed on such persons.

10. Publication

- ▶ The *project leader* submits a proposed publication to STW at least thirty days before its intended disclosure.

STW then submits the publication to the *users*, asking them to inform STW within 14 days whether, in their opinion, the publication contains a patentable discovery and/or there are utilisation opportunities and the publication stands in the way of a patent application or utilisation.

Within thirty days after the publication has been submitted to STW by the *project leader*, STW announces in writing whether *users* have objections to the publication on the basis of reasons stated in the second paragraph. If no objections to publication have been raised

before that deadline, the *project leader* may disclose the publication. STW may decide to suspend the publication for up to one year if any objections are raised. STW takes this decision following consultation with the *project leader*.

STW may alter the deadlines referred to above by written agreement to the contrary with a *user*. In that case, the agreement with the *user* takes precedence over publication.

11. Ownership of research results

- ▶ Unless agreed otherwise, the results are owned jointly by STW and the university/ universities and/or research institute(s) in receipt of STW funding.

Users may only utilise the research results for activities that are solely concerned with investigating the research results. All other use, such as commercial use, is permitted only after a written agreement has been concluded with STW and the university/research institute.

12. Option on research results

- ▶ *Users* may be eligible to use, develop, apply and/or commercialise research results. However, participation in the *user committee* does not automatically entitle them to do so. More detailed arrangements in this respect may be laid down in a written agreement between the *user(s)*, STW and the university/ universities and/or research institute(s). *Users* who, in STW's opinion, contribute substantially to the funding of the *project* are entitled to acquire an option on research results during the course of the *project*. STW does not regard a contribution of less than 10% of the total funding allocated to the *project* as substantial.

Users can notify a STW programme officer (preferably the secretary) of their desire to acquire an option. STW will then inform the *user* whether this is possible. If it is, STW will approach the *user* in order to conclude the option agreement.

If an option is exercised, a licence or transfer agreement is concluded subject to the minimum *conditions* referred to under a. to d. below.

A *user* may acquire a licence to or a transfer of intellectual property rights to the research results subject to the following minimum *conditions*:

- a. the *user* pays a generally accepted market price for a licence or ownership of the results;
- b. the *user* undertakes to endeavour to effectively commercialise or apply the results and to report on those endeavours;
- c. the results may be used by the university/research institute for the purposes of non-commercial research and teaching;
- d. the *user* indemnifies STW and the university/research institute against claims by third parties for damage resulting from the use of the results.

13. Procedure concerning inventions

▶ When the *project leader* and/or a *user* believe(s) there is a possibility that the research may lead to a patentable invention, he or she informs STW immediately of this (preferably in writing).

STW will consult the *user committee* members about the possibility of applying for a patent. In consultation with the co-owner of the research results, i.e. the university/ universities and/or research institute(s), STW will take a decision on whether a patent application is to be submitted and, if so, by whom and at whose expense.

If an option for the invention has been granted to a *user*, STW will approach that *user* first, contrary to the preceding paragraph. STW will offer that *user* the opportunity to exercise his or her option in accordance with the agreement concluded between them.

In general, STW will not apply for a patent if no effective use for it or no specific *user* is foreseen.

14. Agreements with other user committee members and/or third parties

▶ The secretary will inform *users* of the existence of option agreements concluded by STW with other members of the *user committee*

or with third parties in relation to the *project*, provided that such communication is permitted in the agreement in question.

15. Income

▶ In principle, income from licensing or knowledge transfer benefits research and education. Income for STW is made available to the *project leader* and/or to the university/ universities/research institute(s) by STW after deduction of patent costs incurred by STW. More detailed arrangements between STW and the knowledge institutes in this respect are laid down in STW's 'General Funding Conditions'.

STW invoices the payment agreed by STW with a *user* for a licence or transfer agreement.

16. Departures from conditions

▶ If STW enters into written agreements with the *project leader* and/or *user* which deviate from these *conditions*, those agreements take precedence.

17. Agreement

▶ By participating in a *user committee* meeting, a *user* indicates his or her acceptance of the above *conditions*. Participation is evidenced by physical, telephone and/or videoconferencing participation in a *user committee* meeting and/or by written confirmation of participation in the *user committee* by signing the 'Confirmation of commitment by third parties'. This letter is sent for signing to *user committee* members making a financial contribution and/or a contribution in kind.

Credits

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