Task and method of working

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 once 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 postdocs 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 the ‘General Conditions’ and summarised 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. **Beneficiary**
   a legal entity that receives funding from STW

3. **Project leader**
   the person with ultimate responsibility for the content and realisation of a Project

4. **User(s)**
   natural or legal persons who are able to apply the results from a Project

5. **User committee**
   a committee composed of Users, a Project leader (chair) and a STW programme officer (secretary)

6. **Co-funding**
   a contribution in cash or in kind pledged to the Project in writing and unconditionally by a User

7. **Option**
   the right - to be exercised within three (3) months of the submission of a written notification of a result - to acquire title to or a licence for that result against a market price

8. **Conditions**
   the set of rules described in this document and further detailed in the ‘General Conditions’ of STW

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.
This document is a summary of those parts of the ‘General Conditions’ that are important for Users. These ‘General Conditions’ are available on our website 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.

The Project leader submits a continuation application to STW within twenty-four month after the starting date. STW asks the Users to give a reasoned opinion (in writing or during the User committee meeting) on the continuation of the Project. On the basis of the continuation application and the opinion of the Users, STW takes a decision on the continuation of the Project.

04. Realisation of a Project

The Project is conducted in accordance with the Project plan and STW’s ‘General 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. 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 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 once 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.

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

07. Co-financing

STW invoices the User for in-cash co-funding to the User. After STW has received the co-funding, it makes these funds available to the Project as funding.

In order to calculate the value of co-funding, provided in kind as man-hours the rates set by STW apply. Co-funding provided as material goods is calculated on the basis of cost price. Any depreciation already effected shall be deducted from the cost price and the cost price shall be allocated to the Project in proportion to use.

In April of each year, the Users submit to STW a summary of their own in-kind contributions over the previous year. STW is entitled to audit these summaries, or have them audited.

08. 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.

09. 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 in any case 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.

10. 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;
• reporting of results to the User committee
• results which must be disclosed pursuant to a decision of a Court or a body governed by public
  law, on the Condition that the recipient notifies the provider in writing about such disclosure.

11. 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 30 days whether, in
their opinion, the publication contains a patentable invention and/or there are utilisation opportunities.

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 9
months if any objections are raised. STW takes this decision following consultation with the Project
leader.

For the purposes of reporting to the government and society, STW may publish summaries of the
Project following consultation with the Project leader. The Project leader cooperates in this respect,
even after the end of the Project.
12. Ownership of research results

The party that contributes background knowledge to the Project retains title to such background knowledge.

Results that are capable of being protected by intellectual property rights are owned jointly by STW and the Beneficiary. The provisions of Article 8.8 will apply in the event that a User is co-inventor. If results are generated by two or more beneficiaries together, and the contributions of each of these beneficiaries are inseparable, the results are owned jointly by STW and the beneficiaries concerned.

Any results that are generated solely by a User or an employee of that User, will be owned by the User in question.

13. Option on research results

The owner of background knowledge grants the Beneficiary/beneficiaries the right, free of charge, to use the background knowledge for the purpose of the Project, provided that the owner in question is legally entitled to grant such a right.

If the background knowledge is necessary for the commercial use of the results, the owner will grant the other parties the right to use the background knowledge against a reasonable or fair market price; provided that the owner in question is legally entitled to grant such a right and that it would not harm the reasonable commercial interests of the owner.

During the Project, all results may be used by all Users and all beneficiaries for the purpose of the execution of the Project and for the evaluation of the results of the research.

A User that contributes more than ten (10) percent of the total value of funding and co-funding allocated to the Project has an Option during the course of the Project and for up to three months after the end of the Project.

If two or more Users, who are themselves not primarily financed by public funds, together contribute more than ten (10) percent of the total value of funding and co-funding allocated to the Project, those Users can jointly claim an Option under the following Conditions:

- the Users in question will notify STW in writing, within six (6) months of the grant decision, that they wish to claim an Option jointly; and
- the Users will grant written power of attorney to a representative to negotiate and maintain contact with STW on their behalf and they will inform STW thereof.

If two or more Users each contribute more than ten (10) percent of the total value of funding and co-funding allocated to the Project, they have a choice: they can claim the right to an Option on no more than a semi-exclusive licence; or they can each claim the Option for a different application field.
If the Users do not inform STW – jointly and in writing, within six months of the date of the grant decision - of the application fields for which their Options shall apply, they are only entitled to an Option on no more than a semi-exclusive licence.

A User must exercise the Option in writing. Exclusive or non-exclusive rights of use and property rights to results are granted to a User under the following Conditions:

• If the User has contributed thirty (30) percent or less of the total value of funding and co-funding allocated to the Project, the User pays a fair market price for use or ownership of the results.

• If the User has contributed more than thirty (30) percent of the total value of funding and co-funding allocated to the Project, that User receives a non-exclusive, royalty-free licence to the results and the User pays a fair market price for the exclusive use or ownership of the results.

This procedure also applies also if an Option is exercised jointly by the representative as referred to above.

If

• a User has contributed in-kind co-funding to the Project, whereby the contribution in the form of personnel is ten (10) percent or more of the total value of funding plus co-funding, and

• an employee of the User is co-inventor of a patent on a result,

that User will be granted an Option on a non-exclusive, royalty-free and non-transferable commercial right of use for a maximum of thirty (30) months to that patent.

The following provisions apply to each licence:

• The licensee undertakes to endeavour to effectively commercialise or apply the results and to report on those endeavours.

• The results may be used by the Beneficiary for the purposes of non-commercial research and teaching.

• The licensee indemnifies STW and the Beneficiary against claims from himself and from third parties for damage resulting from the use of the results.

• If it transpires that the agreements made are not in line with the EU framework for State Aid for Research, Development and Innovation, as applicable at the time the agreement comes into force, the parties will negotiate in good faith about alternative arrangements that reflect the original provisions as closely as possible and are in accordance with said framework.

• Patent fees must be paid by the licensee(s).

14. 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 by sending STW a completed invention disclosure form. Based on the invention disclosure form, STW and the university/research institute jointly decide, preferably after consulting the Users, whether the results will be patented and they make more detailed written arrangements in this respect.

If a User has the right to an Option for the invention, STW will approach that User first, contrary to the preceding paragraph. STW will offer that User the opportunity to exercise its Option.
In general, STW will not apply for a patent if no effective use for it or no specific User is foreseen.

If a User is of the opinion that there are results that should be kept confidential as know-how, that party, the university and STW will make further arrangements about the confidentiality of such know-how under Conditions further to be determined. Such arrangements can only be made in the event that the results in question are not eligible for publication.

15. 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.

16. 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 Conditions’.

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

17. 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.

18. Agreement

The User receives after the grant of the Project a letter from STW, in which the User confirms his participation in the User committee and, if applicable his contribution to the Project. In this letter is also stated that the ‘General Conditions’ are applicable to the Project. The User co-signs this letter as confirmation of his agreement with the Conditions stated above.
Further information

General information is available from Technology Foundation STW

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