

**ISPT Cluster and Project Regulation**  
**of 30 August 2012**  
**as amended on 16-05-2013, 29 August 2013,**  
**20 March 2014, 20 May 2015, 11 December 2015,**  
**and on 23 September 2020**

---

The ISPT Cluster and Project Regulation was accepted by the Supervisory Board on 30 August 2012 in accordance with the article 15 of the Articles of the Stichting ISPT of 2 May 2012, and the amended ISPT Cluster and Project Regulation was lastly accepted on 23 September 2020.

It is an object of the ISPT Cluster and Project Regulation to provide a further framework within which a Cluster as formed in accordance with Rule 4 of the ISPT Regulation of 30 August 2012 will be governed and it will define the rights and obligations of the Participants in the Stichting ISPT. Until the ISPT Regulation has been amended, the ISPT Cluster and Project Regulation takes precedence.

Rules A1 through A8 relate to a cluster and Rules B1 through B8 relate to a project.

This Cluster and Project Regulation is exclusively governed by and interpreted in accordance with the law of the Netherlands, and Participant irrevocably agrees that the courts of Midden-Nederland have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or relating to this Cluster and Project Regulation or breach of it.

**Rule A1 Joining a Cluster**

- A1.1 On participating in the Stichting ISPT a Partner Company may elect to join one or more Clusters, wherein the number of Clusters that can be joined depends on the financial contribution of the Partner Company.
- A1.2 A Partner Research Organization, which has a substantial contribution in the activities of a Cluster, joins this Cluster.
- A1.3 On request of a Partner Company the Managing Board of the Stichting ISPT may form a new Cluster, provided there is a minimum number of Partner Companies joining the Cluster to be formed.

- A1.4 If desired to obtain the desired functionality and coherence of a Cluster the Managing Board of the Stichting ISPT may decide to split the Cluster.
- A1.5 The Managing Board of the Stichting ISPT determines on the advice of the relevant Cluster Committee (a) the minimum duration of the participation of a Partner Company in the Cluster (preferably four years), (b) the minimum financial contribution for joining a Cluster and (c) the minimum number of Partner Companies for a Cluster, wherein the minimum financial contribution is less than the Cluster budget divided by the number Partner Companies joining the Cluster.
- A1.6 The minimum contribution of a small and medium-sized enterprise<sup>1</sup> consists of a financial contribution and/or a contribution in kind, wherein the sum of the contributions is equal to the minimum financial contribution as determined in Rule A1.5.

## **Rule A2 Cluster Committee**

- A2.1 Each Cluster has a Cluster Committee that consists of representatives of the Partner Companies and Partner Research Organizations having joined the Cluster.
- A2.2 In consultation with the Cluster Committee, the Managing Board of the Stichting ISPT appoints a Cluster Manager who acts as overall coordinator and manager of the Cluster and reports functionally to the Cluster Committee and hierarchically to the Managing Board of the Stichting ISPT.
- A2.3 The Cluster Manager prepares a Roadmap and an annual plan in accordance with instructions from the Managing Board for activities directed to research to be carried by the Cluster, and updates the Roadmap regularly, which Roadmap and annual plan require support of the Cluster Committee and approval of the Managing Board of the Stichting ISPT.
- A2.4 The Cluster Manager plans and directs the activities directed to research of the Cluster taking into account the goals of the Cluster as set out in the Roadmap, and Rule 2 of the ISPT Regulation and reports on a three monthly basis to the Cluster Committee upon progress and results.
- A2.5 A decision to split the Cluster as referred to in Rule 4 ISPT Regulation requires hearing the Cluster Committee.

---

<sup>1</sup> A small and medium-sized enterprise is an undertaking within the meaning of Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (OJEU 2003, L124/36), or any recommendation or regulation replacing that recommendation.

A2.6 The Managing Board of the Stichting ISPT decides on the rights and obligations of a Participant that intends to join the Cluster after it has been formed, taking into account the advice of the Cluster Committee,

A2.7 The Managing Board of the Stichting ISPT decides on the rights and obligations of a Participant that intends to leave the Cluster before the expiration of the four year period, taking into account the advice of the Cluster Committee.

### **Rule A3 Results**

A3.1 Participants may list in a separate document the technological domains in which they acknowledge each other's interest. In addition, Participants may provide a list with the confidential information they are willing to share within the Cluster, taking into account Rule A5.

A3.2 The Stichting ISPT aims at disseminating the results and aims at commercial use of the intellectual property rights by the Participants, wherein the benefits of the results do not accrue to the Stichting ISPT.

A3.3 To enable fair sharing of the results of activities in a Cluster, the Stichting ISPT shall initially have all rights, title and interest in the results from activities in a Cluster, including the intellectual property rights pertaining to such results, with the sole purpose of making available and transferring these intellectual property rights to the Participants in the Cluster in accordance with the following general principles:

1. Participants in a Cluster contribute, financially or in kind, in a similar way to obtaining the result of an activity of the Cluster.
2. Participants in a Cluster shall have the right to freely use the results generated by one or more Participants related to an activity within a Cluster that are not protected by any intellectual property rights.
3. Participants in a Cluster shall have the right to publish their own results in accordance with Rule A7.
4. A Partner Research Organization, participating in a Cluster, shall have the right to use the results from activities in the Cluster for scientific research purposes.
5. A Participant in a Cluster shall be able to use the results from activities in the Cluster that are protected by an intellectual property right or include a trade secret on reasonable conditions to be negotiated with the Participant entitled to the intellectual property right or the trade secret, taking into account the nature of the use, and the technical domain if applicable.

6. A Participant in a Cluster participating in generating the results shall have the irrevocable right to freely use and have used by its Affiliates any results generated by this Participant for the purpose of carrying out his own business operations. This right shall not include the right to grant use rights for any of such results to third parties without the prior approval of the other Participants.
7. In the event more than one Participant has stated, in accordance with Rule A6, to be interested in acquiring the intellectual property rights pertaining to the results (hereinafter 'the Acquiring Participants'), the Acquiring Participants shall mutually agree on an agreement in which they agree on the right, title, registration, use, maintenance, enforcement, dissemination and/or exploitation of the results and the intellectual property rights pertaining thereto, taking into account their interest in the results. In this agreement, the general principles of this Rule A3.3 will be taken into account. The Stichting ISPT shall transfer the intellectual property rights to such Acquiring Participants in accordance with this agreement and the rules set out in Rule A6.
8. If only one Participant is Acquiring Participant, the intellectual property rights pertaining to the results will be transferred by the Stichting ISPT to this Acquiring Participant in accordance with Rule A6, and this Participant will take into account the general principles of this Rule A3.3.

#### **Rule A4 Information-sharing**

The Participants in a Cluster will present the results of activities of the Cluster to the Cluster Committee or to other bodies of the Stichting ISPT on a non-confidential basis.

#### **Rule A5 Confidential information**

- A5.1 Participants may share information within the Cluster in connection with an activity, which information is designated by the Participant providing it as confidential information, hereinafter referred to as "Confidential Information".
- A5.2 Confidential Information may only be provided after having obtained permission of the receiving party and must be provided in writing and must be marked with the word "Confidential" or an equivalent qualification.
- A5.3 The Participants undertake to only provide Confidential Information for an activity of a Cluster that is reasonably necessary for that activity.
- A5.4 Confidential Information remains the property of the Participant providing it.

A5.5 The Participants agree and declare in respect of each other that for the duration of the participation as well as for five (5) years thereafter:

1. they will not disclose Confidential Information to any third party, with the exception of Affiliates. Confidential Information may only be disclosed to Affiliates on the condition that the Participant who's Affiliate will receive the Confidential Information has declared in writing to the Participant providing the Confidential Information that its Affiliate agrees and shall comply with confidentiality provisions that provide the same degree of confidentiality as the provisions of this Rule; and
2. they will not disclose Confidential Information to their professional consultants, unless these professional consultants have agreed in writing to the provisions of this Rule in regard to confidentiality; and
3. they will use Confidential Information only for the execution of the activities within a Cluster undertaken by the Participants.

A5.6 The stipulations in Rule A5.5 do not apply if the Confidential Information provided:

1. is or has become generally known information as a result of an action undertaken by or a failure to take action by an entity other than the receiving Participant;
2. came into the possession of the receiving Participant as a result of action taken by a third party (other than a third party that has disclosed the Confidential Information at the request of the other Participant) whose possession of the Confidential Information is legitimate and not restricted by a confidentiality obligation;
3. is in the possession of the receiving Participant without a confidentiality obligation;
4. has been developed independently by an employee of the receiving Participant without having had access to Confidential Information from a Participant under this agreement.

A5.7 The Participant that has received Confidential Information will take all reasonable efforts to return or destroy this Confidential Information and the information carriers containing this Confidential Information as soon as this is requested by the Participant that provided it.

## **Rule A6 Handling intellectual property rights arising from research activities**

A6.1 All results arising out of an activity within a Cluster, and any intellectual property rights pertaining to such results, whether patentable or not, will be reported by the Participants to the office of the Stichting ISPT. The intellectual property rights pertaining to the results will - as far as legally necessary - be transferred by the Participants to the Stichting ISPT as soon as these rights have been established, and the Stichting ISPT will subsequently make available and transfer these rights to the Participants in accordance with the general principles as outlined in Rule A3.3. The Participants that have participated in generating the results shall fully cooperate to the transfer of the intellectual property rights to the Stichting ISPT.

A6.2 The decision-making process of either filing a patent application covering the invention or not, is organized as follows:

A6.2.1 The Stichting ISPT will file a patent application under the following conditions:

1. At least one Participant in the Cluster concerned is interested in filing a patent application. As for showing its commitment, each interested Participant will pay one thousand (1 000) Euro to the Stichting ISPT.
2. The first patent application will be filed in the name of the Stichting ISPT, and the Stichting ISPT obtains the title to the invention and the right to file the first patent application from the Participant(s) having contributed to the invention.
3. Filing (both the first patent application and a further International patent application) will be - at the discretion of the interested Participant(s) - either done by a patent attorney of one of the interested Participant(s), or by a patent attorney selected by the Stichting ISPT, under the authority of the Stichting ISPT.
4. The cost of filing the patent applications, as well as all costs related to the patent applications made by the Stichting ISPT during the first 30 months after filing the first patent application ('the Integral Costs'), will be borne by the Stichting ISPT.
5. All decisions related to the patent applications in the period between the filing of the patent application by the Stichting ISPT and the "transfer decision", will be taken with the interested Participant(s).

A6.2.2 If none of the Participants in the Cluster concerned is interested in filing a patent application, no patent application will be filed by the Stichting ISPT, and all Participants have the right to publish the results in accordance with Rule A7.

A6.3 In case a patent application is filed in the name of the Stichting ISPT, the Stichting ISPT will transfer a pending International patent application to Acquiring Participant(s) before entering into the national phase; in any case not later than 30 (thirty) months after the filing date of the first patent application. The transfer process (which will start shortly after the publication of the International patent application) is organized as follows:

1. One or more Acquiring Participants may acquire the patent application in accordance with the agreement concluded between the Acquiring Participants as mentioned under Rule A3.3.6.
2. The Acquiring Participants, shall pay to the Stichting ISPT a compensation consisting of two elements; (a) a lump sum equal to an amount of two (2) times the Integral Costs incurred by the Stichting ISPT, and (b) a compensation equivalent to the market price of the transferred patent application. When the Acquiring Participant is a small and medium-sized enterprise, the lump sum is one (1) time the Integral Costs made by the Stichting ISPT for the (International) patent application.
3. The compensation equivalent to the market price of the transferred patent application is five thousand (5 000) Euro. However, if an Acquiring Participant obtains an extraordinary commercial benefit as a direct consequence of the subject-matter covered by the transferred patent application, the Stichting ISPT shall be entitled to a reasonable additional compensation from that acquiring Participant, wherein any contribution of the acquiring Participant to obtaining the result is deducted from the additional compensation. The Stichting ISPT will transfer the compensation equivalent to the market price to the Partner Research Organization or Organizations that has or have contributed to the invention.
4. If a Partner Research Organization, other than the Partner Research Organization that contributed to the invention, acquires the patent application, the compensation equivalent to the market price is due and payable when the Partner Research Organization transfers the patent application or any patents arising out of the patent application to a company.
5. When two or more Participants are Acquiring Participants each of the Acquiring Participants shall pay to the Stichting ISPT a lump sum of one (1) times the Integral Costs made by the Stichting ISPT for the (International) patent application. When the acquiring Participant is a small and medium-sized enterprise, the lump sum is one (1) time the Integral Costs made by the Stichting ISPT for the patent application.

6. In the event two or more Participants have agreed to acquire a patent application jointly as co-holders, the Stichting ISPT will assign the patent application to the Participants jointly or to a Participant named by the Participants to represent the Participants. Unless otherwise agreed, without written permission of the other co-holders none of the co-holders can assign his share in the patent right or grant a license under the patent right.
7. If none of the Participants in the Cluster concerned is interested in acquiring the patent application, the Stichting ISPT will not file a patent application, or – in case the Stichting ISPT already filed a patent application - will abandon this patent application.

A6.4 Intellectual property rights other than patent rights, such as software, will be handled in a similar way as patent rights. In case of non-registration rights, the acquiring Participants shall only pay the compensation equivalent to the market price as mentioned in rule A6.3.3 to the Stichting ISPT.

#### **Rule A7 Release of publications arising from research activities**

- A7.1 If a Participant wants to publish or otherwise put into the public domain the results of the activity, or parts thereof, the Participant concerned undertakes to submit the proposed publication to the Cluster Committee and to the Managing Board of the Stichting ISPT at least one month before publication. The Cluster Committee and the Managing Board of the Stichting ISPT have the right to object to the proposed publication as indicated in A7.2. If no objections have been received from the Cluster Committee or the Managing Board of the Stichting ISPT within one month, permission to publish is granted.
- A7.2 After consultation with the Cluster Committee, the Managing Board of the Stichting ISPT will not withhold its permission for publication unreasonably. The Managing Board of the Stichting ISPT may however request the Participant to remove Confidential Information of another Participant, whereby the scientific quality of the publication is maintained, and/or suspend publication for a period of no longer than six (6) months commencing on the date that the request to publish the results or parts thereof was submitted to the Cluster Committee and to the Managing Board of the Stichting ISPT in order to prevent endangering the Stichting ISPT's entitlement to patent rights with regard to these results or parts thereof. A decision about this is taken within one month after the Participant has expressed the wish to publish the results or parts thereof to Cluster Committee and to the Managing Board of the Stichting ISPT.



A7.3 After consultation with and with agreement from the Supervisory Board of the Stichting ISPT, the Managing Board of the Stichting ISPT may, if it is necessary for patent-related reasons, request that the period of six (6) months is extended by a maximum of six (6) months. The Managing Board of the Stichting ISPT will only permit an extension in very exceptional circumstances and must give clear reasons.

### **Rule A8 Liability**

The Participants exclude liability in respect of one another with regard to carrying out the activities and the use of the results of the activities, except in case of intent or gross negligence.

### **Rule B1 Projects**

A project is governed by a letter of participation from each contractor in the project, Rules B2 through B7, a work package to which all contractors have committed themselves, and optionally a separate project agreement to be concluded between the contractors in the project wherein additional issues can be agreed, which work package and optional project agreement require approval of the Managing Board. Contractors execute the project in agreement with the established practices of the Stichting ISPT.

### **Rule B2 Project Board**

B2.1 Each project has a Project Board that consists of representatives of the contractors of the project.

B2.2 The Project Board decides on, plans and directs the project.

B2.3 The Project Board advises the Managing Board of the Stichting ISPT on the rights and obligations of a Participant that intends to participate in the project as contractor after it has been set-up.

B2.4 The Project Board advises the Managing Board of the Stichting ISPT on the rights and obligations of a contractor that intends to leave the project before the completion of the project.

### **Rule B3 Results**

B3.1 Contractors may list the technological domains in which they acknowledge each other's interest in a separate appendix to the project agreement. In addition, contractors may provide a list the confidential information they are willing to share within the project, taking into account Rule B5.

B3.2 The Stichting ISPT aims at disseminating the results and at commercial use of the intellectual property rights by the contractors, wherein the benefits of the results do not accrue to the Stichting ISPT.

B3.3 To enable fair sharing of the results of the project, the Stichting ISPT shall initially have all rights, title and interest in the results from the project, including the intellectual property rights pertaining to such results, with the sole purpose of making available and transferring these intellectual property rights to the contractors in the project in accordance with the following general principles:

1. Contractors in a project contribute to the project, financially or in kind, in accordance with the project plan and budget.
2. Contractors shall have the right to freely use the results generated by one or more contractors related to an activity within a project that are not protected by any intellectual property rights.
3. Contractors shall have the right to publish their own results in accordance with Rule B7.
4. A Partner Research Organization, participating in the project, shall have the right to use the results of the project for scientific research purposes.
5. A contractor shall be able to use the results from project that are protected by an intellectual property right or include a trade secret on reasonable conditions to be negotiated with the contractor entitled to the intellectual property right or the trade secret, taking into account the nature of the use, and the technical domain if applicable.
6. A contractor participating in generating the results shall have the irrevocable right to freely use and have used by its Affiliates any results generated by this Contractor for the purpose of carrying out his own business operations. This right shall not include the right to grant use rights for any of such results to third parties without the prior approval of the other contractors.
7. In the event more than one contractor has stated, in accordance with Rule B6, to be interested in acquiring the intellectual property rights pertaining to the results (hereinafter 'the Acquiring Contractors'), the Acquiring Contractors shall mutually agree on an agreement in which they agree on the right, title, registration, use, maintenance, enforcement, dissemination and/or exploitation of the results and the intellectual property rights pertaining thereto, taking into account their interest in the results. In this agreement, the general principles of this Rule B3.3 will be taken into account. The Stichting ISPT shall transfer the intellectual property rights to such Acquiring Contractors in accordance with this agreement and the rules set out in Rule B6.

8. If only one contractor is Acquiring Contractor, the intellectual property rights pertaining to the results will be transferred by the Stichting ISPT to this Acquiring Contractor in accordance with Rule B6, and this contractor will take into account the general principles of this Rule B3.3.

#### **Rule B4 Information-sharing**

Unless otherwise agreed, results of a project should be presented to the relevant Cluster Committee or to other bodies of the Stichting ISPT on a non-confidential basis.

#### **Rule B5 Confidential information**

- B5.1 Contractors may share information within the project in connection with the project, which information is designated by the contractor providing it as confidential information, hereinafter referred to as "Confidential Information".
- B5.2 Confidential Information may only be provided after having obtained permission of the receiving party and must be provided in writing and bear the word "Confidential" or an equivalent qualification.
- B5.3 Contractors undertake to only provide Confidential Information that is reasonably necessary for the activity.
- B5.4 Confidential Information remains the property of the contractor providing it.
- B5.5 Contractors agree and declare in respect of each other that for the duration of the project as well as for five (5) years thereafter:
  1. they will not disclose Confidential Information to any third party, with the exception Affiliates. Confidential Information may only be disclosed to Affiliates on the condition that the contractor who's Affiliate will receive the Confidential Information has declared in writing to the contractor providing the Confidential Information that its Affiliate agrees and shall comply with confidentiality provisions that provide the same degree of confidentiality as the provisions of this Rule; and
  2. they will not disclose Confidential Information to their professional consultants, unless these professional consultants have agreed in writing to the provisions of this Rule in regard to confidentiality; and
  3. they will not use Confidential Information for their own gain and will use Confidential Information only for the execution of the project.

B5.6 The stipulations in Rule B5.5 do not apply if the Confidential Information provided:

1. is or has become generally known information as a result of action taken by or failure to take action by an entity other than the receiving contractor;
2. came into the possession of the receiving contractor as a result of action taken by a third party (other than a third party that has disclosed the Confidential Information at the request of the other contractor) whose possession of the Confidential Information is legitimate and not restricted by a confidentiality obligation;
3. is in the possession of the receiving contractor without a confidentiality obligation;
4. has been developed independently by an employee of the receiving contractor without having had access to Confidential Information from a contractor under this agreement.

B5.7 The contractor that has received Confidential Information will take all reasonable efforts to return or destroy this Confidential Information and the information carriers containing this Confidential Information as soon as this is requested by the contractor that provided it.

### **Rule B.6 Handling inventions arising from projects**

B6.1 All results arising out of a project, and any intellectual property rights pertaining to such results, whether patentable or not, will be reported by the contractors to the office of the Stichting ISPT. The intellectual property rights pertaining to the results will - as far as legally necessary - be transferred by the contractors to the Stichting ISPT as soon as these rights have been established, and the Stichting ISPT will subsequently make available and transfer these rights to the contractors in accordance with the general principles as outlined in Rule B3.3. The contractors that have participated in generating the results shall fully cooperate to the transfer of the intellectual property rights to the Stichting ISPT.

B6.2 The decision-making process of either filing a patent application covering the invention or not (and publish the results), is organized as follows:

B6.2.1 The Stichting ISPT will file a patent application under the following conditions:

1. At least one contractor is interested in filing a patent application. As for showing its commitment, each interested contractor will pay one thousand (1 000) Euro to the Stichting ISPT.

2. The first patent application will be filed in the name of the Stichting ISPT, and the Stichting ISPT obtains the title to the invention and the right to file the first patent application from the contractor (s) having contributed to the invention.
3. Filing (both the first patent application and a further International patent application) will be - at the discretion of the interested contractor(s) - either done by a patent attorney of one of the interested contractor(s), or by a patent attorney selected by the Stichting ISPT, under the authority of the Stichting ISPT.
4. The cost of filing the patent applications, as well as all costs related to the patent applications made by the Stichting ISPT during the first 30 months after filing the first patent application ('the Integral Costs'), will be borne by the Stichting ISPT.
5. All decisions related to the patent applications in the period between the filing of the patent application by the Stichting ISPT and the "transfer decision", will be taken with the interested contractor(s).

B6.2.2 If none of the contractors is interested in filing a patent application, no patent application will be filed by the Stichting ISPT, and all contractors have the right to publish the results in accordance with Rule B7.

B6.3 In case a patent application is filed in the name of the Stichting ISPT, the Stichting ISPT will transfer a pending International patent application to Acquiring Contractor (s) before entering into the national phase; in any case not later than 30 (thirty) months after the filing date of the first patent application. The transfer process (which will start shortly after the publication of the International patent application) is organized as follows:

1. One or more Acquiring Contractors may acquire the patent application in accordance with the agreement concluded between the Acquiring Contractors as mentioned under Rule B3.3.6.
2. The Acquiring Contractors, shall pay to the Stichting ISPT a compensation consisting of two elements; (a) a lump sum equal to an amount of two (2) times the Integral Costs incurred by the Stichting ISPT, and (b) a compensation equivalent to the market price of the transferred patent application. When the acquiring contractor is a small and medium-sized enterprise, the lump sum is one (1) time the Integral Costs made by the Stichting ISPT for the (International) patent application.

3. The compensation equivalent to the market price of the transferred patent application is five thousand (5 000) Euro. However, if an Acquiring Contractor obtains an extraordinary commercial benefit as a direct consequence of the subject-matter covered by the transferred patent application, the Stichting ISPT shall be entitled to a reasonable additional compensation from that Acquiring Contractor, wherein any contribution of the acquiring contractor to obtaining the result is deducted from the additional compensation. The Stichting ISPT will transfer the compensation equivalent to the market price to the Partner Research Organization or Organizations that has or have contributed to the invention.
4. If a Partner Research Organization, other than the Partner Research Organization that contributed to the invention, acquires the patent application, the compensation equivalent to the market price is due and payable when the Partner Research Organization transfers the patent application or any patents arising out of the patent application to a company.
5. When two or more contractors are Acquiring Contractors each of the Acquiring Contractors shall pay to the Stichting ISPT a lump sum of one (1) times the Integral Costs made by the Stichting ISPT for the (International) patent application. When the Acquiring Contractor is a small and medium-sized enterprise, the lump sum is one (1) time the Integral Costs made by the Stichting ISPT for the patent application.
6. In the event two or more contractors have agreed to acquire a patent application jointly as co-holders, the Stichting ISPT will assign the patent application to the contractors jointly or to a contractor named by the contractors to represent the contractors. Unless otherwise agreed, without written permission of the other co-holders none of the co-holders can assign his share in the patent right or grant a license under the patent right.
7. If none of the contractors is interested in acquiring the patent application, the Stichting ISPT will not file a patent application, or - in case the Stichting ISPT already filed a patent application - will abandon this patent application.

B6.4 Intellectual property rights other than patent rights, such as software, will be handled in a similar way as patent rights. In case of non-registration rights, the acquiring contractors shall only pay the compensation equivalent to the market price as mentioned in Rule B6.3.3 to the Stichting ISPT.

B6.5 Contractors may agree to adopt in a project agreement a different way of handling inventions.

## **Rule B7 Release of publications arising from a project**

- B7.1 If a contractor wants to publish or otherwise put into the public domain the results of the project, or parts thereof, the contractor concerned undertakes to submit the proposed publication to the other contractors and to the Managing Board of the Stichting ISPT at least one month before publication. The other contractors and the Managing Board of the Stichting ISPT have the right to object to the proposed publication as indicated in B7.2. If no objections have been received from the other contractors or the Managing Board of the Stichting ISPT within one month, permission to publish is granted.
- B7.2 After consultation with the other contractors, the Managing Board of the Stichting ISPT will not withhold its permission for publication unreasonably. The Managing Board may however request the contractor to remove Confidential Information of another contractor, whereby the scientific quality of the publication is maintained and/or suspend publication for a period of not longer than six (6) months commencing on the date that the request to publish the results or parts thereof was submitted to the other contractors and to the Managing Board of the Stichting ISPT in order to prevent endangering the Stichting ISPT's entitlement to patent rights with regard to these results or parts thereof. A decision about this is taken within one month after the contractor has expressed the wish to publish the results or parts thereof to the other contractors and to the Managing Board of the Stichting ISPT.
- B7.3 After consultation with and with agreement from the Supervisory Board of the Stichting ISPT, the Managing Board of the Stichting ISPT may, if it is necessary for patent-related reasons, request that the period of six (6) months is extended by a maximum of six (6) months. The Managing Board will only permit an extension in very exceptional circumstances and must give clear reasons.

## **Rule B8 Liability**

Contractors exclude liability in respect of one another with regard to carrying out the activities and the use of the results of the activities, except in case of intent or gross negligence.