**DEFINITION LIST -** TEAM A, SESSION I/2021

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| The definitions hereunder apply in relation to the following documents:1. Team Project Contract (“**TPC**”)
2. Statement of Work (“**SOW**”)
3. Technology & Knowledge Transfer Arrangement (“**TKTA**”)
4. Signature Page

This Definition List has a didactic and interpretative value; should it contradict any of the above documents, their wording shall prevail. |

1. “**Aegis**” defines the third-party authority entrusted with the powers of moral stewardship, social facilitation and discretionary retribution within the Team. The Aegis is the Operator, unless the Team disposes otherwise.
2. “**Affiliate**” means, with respect to a Member, any person or entity which now or hereafter, directly or indirectly, controls, is controlled by, or is under common control of such Member;
3. “**Application**” defines the document or text field containing the idea of innovation, its explanatory content and accompanying Contribution Data as published on the contributive space and validated within the Program. Any Application has an applicant and is supported by one or more backers, who have committed to co-finance the idea by making a pledge.
4. “**Association**” see §32 below.
5. “**Background IPR**” means any and all IPR of a Member (and its Affiliates) developed or reduced to practice before and after the Effective Date solely by such Member (or its Affiliates) outside of the Programme and that did not derive from another Participant’s Contribution Data without such Participant’s consent.
6. “**Board**” refers to the executive and representative governing or coordinating body of the Team.
7. “**Confidential Information**” refers to any non-public Contribution Data, in any form, of a commercial, scientific, technical, operational or strategic nature or of other proprietary essence, including Secrets, disclosed by the Disclosing Party to the Team or another Member within the Team and that (a) is labelled as “confidential” (or “secret” if a Secret) or (b), if the Contribution Data is merely disclosed *de visu* (visually) or *de auditu* (orally) is known or should be known as confidential by a reasonable person seeing or hearing it.
8. “**Contact Person**” is the natural person who operates as the Member’s internal project manager and acts as the Member’s representative within the Team, at least within the framework of the Programme. The Contact Person’s details given by the Member are deemed valid for any notification required or provided by the TPC Rules. Should the Member already be a natural person, the Member and the Contact Person are one and the same, except for proxy.

Unless disposed otherwise, the Team’s Contact Person towards the Operator is the Project Manager’s Contact Person, alternatively any other member of the Board’s Contact Person. In the absence of a designated Board, the Application’s applicant is deemed the Project Manager.

1. “**Contribution Data**” refers to any idea, know-how, document, drawing, file or other form of information that is shared among the Participants, respectively the Members of the Team, as part of the Programme, in particular in the Feasibility Study; Contribution Data should, as much as practical, be documented or recorded in a dated, replicable, human-readable, disposable and transferable format, e.g. to be stored in the Data Room. Contribution Data may consist of Confidential Information or, by extension, Secrets.
2. “**Data Room**” refers to the digital privative file hosting space made available to the Team by the Operator on the Platform for the sharing & organising of Contribution Data as well as the documenting of the collaborative work in the Feasibility Study.
3. “**Derivative work**” means, during and within the Programme, that which, while constituting a new IPR-protectable intangible asset (Foreground IPR), is derived from and the result of the transformation or improvement of an original IPR-protectable intangible asset, such as a work of authorship or an invention. Secrets (e.g. unpatented materials intended for patenting) are apt to constitute original IPR-protectable intangible assets capable of generating Derivative works (e.g. patent) under this definition.
4. “**Effective Date**” means the date on which the Team is officially constituted. Such date is given by the Operator as it ratifies the TPC Rules.
5. “**Feasibility Study**” corresponds to the second part of Phase II of the Program as a temporal and legal framework set out in the Terms of Service; it is predefined as a fixed period of 6 months as of the Operator’s notice, extensible at the Operator’s discretion.
6. “**Financial Clerk**” refers to the Member responsible for the financial, money-managing affairs of the Team; the Financial Clerk is appointed by the Team.
7. “**Foreground IPR**” means any and all IPR which are conceived, made, reduced to practice or developed by the Members in the course of any work performed as part of the Programme under this Agreement, within the Feasibility Study and/or within the Team.
8. “**Forge**” or “**Contributive Forge**” means any collaborative online platform & repository to share, contribute to, and manage community-driven R&D projects under Libre licenses. Notable examples: SourceForge.net, Github.com (for software development; also hardware, database…), OHWR.org (for electronics design, hardware development), Wikipedia.org (for encyclopaedia content), Joinup.eu (for software and interoperable assets/models of all kind). The Operator may accommodate for a looser “Forge” definition if circumstances warrant.
9. “**Libre licence**” means an IPR-based license that satisfies the criteria of the Open Source Initiative[[1]](#footnote-1), of the Open Source Hardware Definition 1.0[[2]](#footnote-2), of the Free Software Foundation[[3]](#footnote-3) or of the Open Content Definition[[4]](#footnote-4), or any other standardised or *ad hoc* license for a IPR-protectable intangible asset that irrevocably guarantees, for any purpose, the freedoms to study, to use, to modify or produce and to distribute such IPR-protected intangible asset, as well as the obligation to mention the contributor or owner of such IPR-subjected intangible asset. The licence may also require that all Derivative work be placed under the same or an equivalent libre licence (share-alike principle). Libre licensing limited to intangible assets of a specific jurisdiction (e.g. only in Switzerland) is admissible in accordance with the principle of territoriality.
10. “**Intellectual Property Rights**” or “**IPR**” means any and all immaterial items or assets protected by the laws on copyright and related rights, patents for inventions, the protection of designs or of plant varieties, as well as Secrets. Trademarks are out of scope unless specified or stipulated otherwise.
11. “**Member**” refers to any eligible Participant that has entered a Team Project Agreement either as a partner, an associative or corporate member or a party of any other type.
12. “**Operator**” is the legal entity organising the Programme to which the Participants sign up, in particular through the Terms of Service. The Operator is, as such, not bound by the TPC Rules since they are only concluded between the Members (cf. §36).
13. “**Participant**” is any natural person or legal entity that validly holds an active account on the Programme’s online platform (https://microtechbooster.swiss), is subject to the Programme’s Terms of Service and meets its eligibility criteria.
14. “**Programme**” refers to the NTN Microtech Booster open innovation programme in which the Members are Participants.
15. “**Project Report**” or “**PR**” refers to the document intended for open publication under the Terms of Service (Stage II.3: Launchpad), which outlines, from the idea to the conclusions of the Feasibility Study, the innovative course of the Project for other persons to understand it and learn from it; it provide relevant observations based on the Project process & conclusions; e.g. challenges encountered, errors, breakthrough factors, etc. The Project Report is the main subject of the reporting obligations in the Programme and should be fulfilled, on each Member’s behalf, through the Team’s collaborative work.
16. “**Project**” consists of striving, during the Feasibility Study, to achieve a proof of concept to verify and demonstrate that (the idea underlying) the Application has practical potential. The Project Report is deemed a part of the Project.
17. “**Project Team**” see §4 above
18. “**Project Manager**” refers to the Member responsible for the planning, the coordination and the execution of the Project in accordance with the SOW; the Project Manager is appointed by the Team and is (part of) the Board.
19. “**Resource Pool**” refers to the resources of particular importance or relevance to the Project, such as personnel or man-hours, proprietary Background IPR including Secrets, physical or digital infrastructures, etc., which the Members choose to make available to the Team under the SOW.
20. “**Statement of Work**” or “**SOW**” defines the document mutually agreed upon by the Members to establish the scope and the executive, technical framework of the Project as collaborative work by and between the Members during the Feasibility Study; it sets out *inter alias*:
21. the Project’s objectives and deliverables (SOW targets);
22. processes, methods and/or notable tasks intended to achieve the SOW targets;
23. mandatory or supplementary resources made available by each and every Member (Resource Pool);
24. schedule, milestones and budgetary planning;
25. relevant specifications or requirements, if any.
26. “**Secret**” refers to any Contribution Data or any set of Contribution Data which is protected or protectable in any form as a secret by law, such as manufacturing, business or trade secrets; e.g. unregistered patent material or exclusive/privileged know-how. Secrets are deemed both IPR and Confidential Information, thus:
27. the Derivative work of a Secret is also deemed a Secret (cf. §11).
28. A Secret is also subject to labelling as Confidential Information (cf. §7 & section 5 TKTA).
29. “**Seed Money**” refers to the financial contribution made available by the Operator to the Team within the scope of the Programme according to the Terms of Service; it aims at supporting the Project. Such contribution amounts to the total of the collected pledges plus a fixed lump sum of CHF 20,000. It is made available until dissolution or termination of the Team through its Financial Clerk. Any unused amount stays by or is refunded to the Operator.
30. “**Steering Committee**” refers as the strategic simple partnership united for the purpose of bringing success to the NTN Innovation Booster and to promote, diversify and empower microtech ecosystems; its acts as the supreme governance instance in the Programme. It is composed of Association de Recherche Communautaire des moyens de production Microtechniques (ARCM), Microcity SA, L’Incubateur i-moutier, Associazione industrie ticinesi (AITI), Innovation Netzwerk Ostschweiz (inos) and Switzerland Innovation West Switzerland.
31. “**Team**” or “**Association**” refers to the group of eligible Participants (i.e. Members), organised as an association, a simple partnership or under any other terms under a Team Project Contract in order to work together on the Project for the duration, at minimum, of the Feasibility Study.
32. “**Team Project Contract**” or “**TPC**” generically refers to either the bilateral agreement (in case of a Collaboration Agreement), the simple or general partnership (in case of a Consortium Agreement), the association as legal framework (in case of Statutes of Association) or any other framework agreement or structure that overall governs the Team and each Member’s rights and obligations in the Feasibility Study.
33. “**Technical Clerk**” refers to the Member responsible for the documenting and reporting of technical activities of the Team within the Feasibility Study; the Technical Clerk is appointed by the Team and charged *inter alia* of managing Contribution Data, maintaining the Data Room in good order and up-to-date and ensuring the completion of the Project Report.
34. “**Terms of Service**” or “**ToS**” refers to the rules governing the Programme: <https://microtechbooster.swiss/legal>
35. “**TPC Rules**” means any and all associative and/or *inter partes* rules and provisions that govern the rights & obligations of the Team and of its respective Members, as a whole. The Team Project Contract (TPC), this Definition List, the Statement of Work (SOW), the Technology & Knowledge Transfer Arrangement (TKTA) as well as the Community Manifesto for Open Innovation (CMOI) are deemed, as part of the Feasibility Study, to form the TPC Rules as an integral contract.

Subject to the Terms of Service, any Team is free to design and adopt its own TPC Rules in any and all manners & forms that it sees fit.

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| **Ratification by the Operator** |
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| Effective Date: 27 July 2021 |

1. <https://opensource.org/licenses/category> [↑](#footnote-ref-1)
2. <https://www.oshwa.org/definition/> [↑](#footnote-ref-2)
3. <https://www.gnu.org/philosophy/free-sw.en.html> [↑](#footnote-ref-3)
4. <https://opencontent.org/definition/> [↑](#footnote-ref-4)