

## LIST OF DEFINITIONS

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The definitions hereunder apply in relation to the following documents:

- Team Project Contract (“**TPC**”)
- Statement of Work (“**SOW**”)
- Signature Pages
- Terms of Services (“**ToS**”)
- On Boarding Agreement and Community Manifesto

This Definition List has a didactic and interpretative value; should it contradict any of the above documents, their wording shall prevail. The alphabetical order of this Definition List merely serves the reader’s purpose.

1. “**Affiliate**” means any natural person or legal entity that now or hereafter, directly or indirectly, controls, is controlled by, or is under common control of, a Member;
2. “**Background IPR**” means any and all Intellectual Property Rights of a Member (or its Affiliates) developed or reduced to practice solely by such Member (or its Affiliates) outside of the Programme and that did not categorically derive from another Participant’s Contribution Data without such Participant’s consent.
3. “**Confidential Information**”: look at §33-36 of the Team Project Contract
  - a) 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 any Member to one or several Members in the pursuit of the Project under the Team Rules and that: (a) is labelled as “confidential” (or “secret” if also a Secret; ~~cf. n. 22 of the Definition List, 0~~); or (b) is known or should be known as confidential by a reasonable person, should the Contribution Data merely be disclosed *de visu* (visually) or *de auditu* (orally).
  - b) Itemisation & labelling. In the spirit of open innovation, openness is the rule, secrecy the exception; Confidential information should therefore be itemised, labelled and subject to restrictive interpretation:
  - c) Confidential Information must be itemised, stored in the Data Room and labelled as “confidential” (or “secret” if applicable) in a specific, recognisable and tangible manner; such as in the file or folder name (e.g. CONFIDENTIAL\_pyrotechnic-device.pdf).
  - d) In case where Confidential Information is merely disclosed *de visu* (visually) or *de auditu* (orally), the disclosing Member shall promptly reduce it to a tangible form (e.g. email, record) with a “confidential” label (or “secret” if also a Secret), then upload it in the Data Room for all other Members to take notice thereof.

- e) **Commitments.** With respect to Confidential Information, each Member agrees: (a) to use such Confidential Information only as part of and for the Project; (b) not to disclose such Confidential Information to any unauthorised third parties; (c) to take reasonable steps – organisational, technical or of any other nature – to protect the Confidential Information in a way as protective as if the Confidential Information were its own; (d) to notify the disclosing Member promptly upon discovery or probable cause of any unauthorized use or disclosure of the Confidential Information; and (e) to restrict the disclosure of such Confidential Information to employees, subject to confidentiality terms consistent with the Team Rules, who have a need to know the Confidential Information in connection to the Team Rules.
- f) **Results.** The Members may decide, if applicable under this section, to itemise and label a specific Result as a Confidential Information. In such case, all Members are deemed joint holders of such Confidential Information (or Secret), unless rules on Derivative IPR apply
4. **“Contact Person”** see §8 of the Team Project Contract:
- §8 Each Member designates at least a single natural person to operate as its representative (“**Contact Person**”) within the Team and in the Programme; should the Member already be a natural person, the Member and the Contact Person are one and the same, except for proxies.
5. **“Contribution Data”** refers to any idea, know-how, document, process, drawing, file or other form of information, whether or not protected or protectable by law, that is shared among the Members of the Team as part of the Programme or the Project. Contribution Data should, as much as practical and whenever relevant, be documented or recorded in a dated, replicable, human-readable, disposable and transferable format, e.g. stored in the Data Room. Contribution Data may consist of Confidential Information, or entail Intellectual Property Rights.
6. **“Data Room”** refers to the file-hosting digital space or platform used by the Team for sharing & organising the Project’s Contribution Data and for documenting the Team’s work. The Data Room is chosen by the Members to the extent permitted by the Programme Rules[; choosing a Forge (§) is permitted].
- “[URL]” is provided as the Data Room by default in the Programme.*
7. **“Derivative IPR”** are a special category of Foreground IPR in that it is applicable to Results which are derived from, and the result of altering or improving someone else’s Background IPR (e.g. derivative works under copyright law, improvement inventions under patent law); the Foreground IPR on such Results are legally dependent (or concurrent) on pre-existing Background IPR
8. **“Feasibility Study”** refers, as a time frame and legal framework, to the applied R&D phase in the Programme; the Feasibility Study begins for a fixed period upon the Operator’s notice, and is extendible at its discretion.
9. **“Foreground IPR”** means Intellectual Property Rights attached to Results.
10. **“Forge”** or **“Contributive Forge”** means any open, collaborative online platform & repository to share, contribute to, and manage community-driven R&D projects under Libre Licences. The Operator may accommodate for a looser definition of “Forge” as part of the Programme.



PLATEFORME COLLABORATIVE

*Notable examples: (for hardware, electronics design...) OHWR.org; (for software; but also hardware, database...) SourceForge.net, Github.com; (for encyclopaedia content) Wikipedia.org; (for software or interoperable assets/models of all kind) Joinup.eu.*

11. **“Libre Licence”**, also known as a “free and open-source licence”, refers to any IPR-based license that satisfies the criteria of the Open Source Initiative, of the Open Source Hardware Definition 1.02, of the Free Software Foundation or of the Open Content Definition, or any other standardised or *ad hoc* license on intangible assets, which irrevocably guarantees, for any purpose, the freedoms to study, use, modify, and distribute/produce the libre-licenced intangible assets, as well as the obligation to give credit to contributors to, or owners of, such intangible assets (attribution). Libre Licences may or may not require all derivative works or improvement inventions to be placed under the same or equivalent licence as the primary licence (copyleft or share-alike principle).

*Notables examples: (for software) MIT License Apache License 2.0, AGPL v3.0, EUPL v1.2; (for hardware) CERN-OHL-S, CERN-OHL-W, CERN-OHL-P, Solderpad Licence v2.1; (for documentation, text or image) CC BY SA 4.0; (for registered patent or design) ECL-2-0; (for database) OdbL v1.0.*

BSL 1.1. (or any later version) is admissible as a Libre Licence under the Team Rules.

12. **“Intellectual Property Rights”** or **“IPR”** refers to all rights in patents, patent applications, trade secrets, inventions (whether patentable or not), know-how, data, results, information, discoveries, improvements, copyrights, trademarks and industrial designs (whether registered or unregistered).
13. **“Members”** refers to the Participants selected for the Programme’s Feasibility Study that have concluded a Team Project Contract among themselves.
14. **“Operator”** is the legal entity responsible for organising the Programme to which the Participants have signed up, respectively [CoBooster]. The Participants and the Operator are bound by the Programme Rules; the Operator is not subject to the Team Rules insofar as the Operator is not a Party to the Team Project Contract.
15. **“Participant”** is any natural person or legal entity that validly holds an active account on the Programme’s online platform (<https://cobooster.ch/>); hence, is subject to the Programme Rules.
16. **“Programme”** refers to the [CoBooster] programme in which the Members are Participants. For further information, see: <https://cobooster.ch/>
17. **“Project”** see §10 of Team Project Contract (or the Statement of Work): the **“Project”** is defined in its exact scope by the **“Statement of Work”** or **“SOW”**.
18. **“Project Coordinator”** see §6 of the Team Project Contract : The Operator is the legal entity organising the Programme to which the Members are Participants: the Operator is not a Party to the Team Rules but acts as a *bona fide* facilitator during the Feasibility Study (as part of the Programme). The Operator’s notification address is the following: [CoBooster, [joelle.tosetti@cobooster.ch](mailto:joelle.tosetti@cobooster.ch), Rue Galilée 7, 1400 Yverdon-les-Bains]
19. **“Project Report”** refers to the reporting obligations that are due by the Team under the Programme Rule that you receive at the kick-off meeting and is available on the page: <https://cobooster.ch/legal/>

20. “**Results**” are a special category of Contribution Data in that they have been conceived, made, reduced to practice or learnt by the Members in pursuit of the Project in accordance with the Team Rules. Foreground IPR may be associated to the Results insofar as they entail Intellectual Property Rights.
21. “**Resource Pool**” see §14(c) and §18 *et seq.* of the Team Project Contract: assets and resources required for achieving the Project that each Member makes (formally) available to the Team.

**Resource Pool**

- a. Content of the Resource Pool. As part of the SOW, the Resource Pool indicates the assets and resources which (formally) made available by the Members to the Team in pursuit of the Project. Assets and resources indexed in the SOW (Resource Pool) may consist of personnel or man-hours (labour), equipment or facilities, physical or digital infrastructures, items of proprietary Background IPR (including Secrets), raw material or consumables, etc.
- b. No indexation without consent. Any asset or resource, which is specifically or exclusively contingent on a Member’s volition (ex. property rights), shall not be indexed in the SOW (Resource Pool) without such Member’s express consent. Should a Member’s asset or resource be specifically identified as of particular usefulness or relevance for accomplishing the SOW targets, the Project Coordinator may request the Member to make this resource or asset available to the Team within 30 days: the Member is free to accept or reject such request, or to offer a suitable alternative.
- c. Access to the Resource Pool. The Project Coordinator administers the Resource Pool; for the duration of this Contract, each Member has access to the assets and resources indexed in the SOW (Resource Pool) to the extent permitted by the Team Rules.
- d. Mode of disposition. Unless otherwise specified in the SOW (Resource Pool) or stipulated elsewhere in the Team Rules, the allocation of a non-fungible asset or resource (e.g. scientific apparatus, patent, etc.) to the Resource Pool or, more generally, to the Team, as part of the initial contribution or in any other form, is deemed the granting of a right to all other Members to use such resource or asset on a free, non-commercial, non-exclusive, non-sub-licensable and non-transferable basis for the strict duration and to the sole extent and R&D purposes required for accomplishing the SOW targets; any such right expires *ipso iure* with this Contract.
- e. Specific rules of disposition. Further or alternative conditions and restrictions on the access to a specific asset or resource in the Resource Pool may be annotated in the SOW (Resource Pool).
- f. Indexation of useful or relevant proprietary Background IPR. Each Member ought to index in the SOW (Resource Pool) the items of its proprietary Background IPR which appear of particular usefulness or relevance for accomplishing the SOW targets; b yet remains applicable. Should that Member refuse or offer no suitable alternative within 30 days following the Project Coordinator’s request, all other Members are entitled to decide, without that Member’s participation, that the Project cannot be completed by reasonable means.
- g. Seed Money. The Seed Money is granted by the Operator under the Programme Rules.

§14(c) As part of the Team Rules, the Members establish and, whenever necessary, update the Statement of Work to define the scope and the executive, technical framework of the Project. The SOW contains *inter alia* the following elements: assets and resources required for achieving the Project that each Member makes (formally) available to the Team (“**Resource Pool**”);

§18 Content of the Resource Pool. As part of the SOW, the Resource Pool indicates the assets and resources which (formally) made available by the Members to the Team in pursuit of the Project. Assets and resources indexed in the SOW (Resource Pool) may consist of personnel or man-hours (labour), equipment or facilities, physical or digital infrastructures, items of proprietary Background IPR (including Secrets), raw material or consumables, etc.

Any granting to the Association of a right to use resources, in particular from the Resource Pool, expires *ipso iure* on dissolution, where necessary at the liquidation.

22. “**Secret**” refers to any set of Contribution Data or Results which is protected or protectable in any form as a secret by law (e.g. manufacturing, business or trade secrets), and in rightful holdership of one or several Members. Under the Team Rules, Secrets are deemed both Confidential Information and IPR items, consequently:
  - (a) As a (special) category of Confidential Information, Secrets are subject to labelling and itemisation requirements (cf. §36 of the Team Project Contract).
  - (b) As a (contractualised) category of Intellectual Property Rights, Secrets are indexable in the SOW as part of the Resource Pool (cf. §17 *et seq.* of the Team Project Contract). By extension, Secrets from a Member’s Background IPR may produce Derivative IPR, i.e. Results that are themselves protected as Secrets.
23. “**Seed Money**” refers to the monetary grant provided by the Operator to the Team in support of the Project according to the Programme Rules; any unused amount at the end of the Feasibility Study shall stay by, or be refunded to, the Operator.
24. “**Statement of Work**” or “**SOW**” see §13 *et seq.* of the Team Project Contract, or Appendix B
25. “**Team**” refers to the group formed by the Members and organised as a simple partnership upon the Team Project Contract for the purpose of working together on the Project. The Programme Rules ordain which Participant is eligible to form a Team (and with whom).
26. “**Programme Rules**” (in contrast to “Team Rules”) refers to the set of operating rules that governs the Programme as a whole, notably the rights & obligations between each individual Participant and the Operator. The Programme Rules are set down by the Operator in general or specific terms as a requirement to partake in the Programme. [For further information, cf. <https://cobooster.ch/legal/>]
27. “**Team Rules**” (in contrast to “Programme Rules”) refers to the set of contractual rules and provisions agreed upon by the Members among themselves in order to govern the Team and the relations between Members, as a whole. For the overview, cf. §70 of the Team Project Contract :
  - (a) Original & copies. This Contract and its Appendixes are ratified in their original version by the Operator, then archived by the Project Coordinator. Each Member shall receive a copy thereof.



(b) Team Rules. This Contract, its associated **Decisions** and the Appendixes constitute the “Team Rules” as an integral contract; the Team Rules are contingent on the effectiveness and duration of this Contract. In the event of discrepancy or ambiguity within the Team Rules, the order of precedence goes by the alphabetical order of the Appendixes, the Team Project Contract being first and its associated decisions being last in any event:

Signature pages of all contracting Members

Scope Statement of Work (SOW)

Definition List

Terms of Services

Community Manifesto for an Open Innovation (CMOI)

### **Decision**

28. Decision-making meetings. Whenever appropriate for the pursuit of the Project, the Team holds meetings in person and/or by video/audio-conference; minutes are drawn up and notified for executive and decisional purposes. Decisions of the Team are effective upon approval, either *in corpore*, by email circulation or using other probative technological means.

Voting rules. Each Member has one vote each; in the event of a tie, the Project Coordinator shall have the casting vote. Decisions are taken by [choose one: simple majority rule/qualified majority rule/unanimous decision], unless stipulated otherwise.

Absences & vacancies. Should a Member be absent more than twice in a row (temporary vacancy), decisions may validly be taken without that Member’s vote as of the third meeting of absence. In the event of a durable, incapacitating vacancy – such as, on grounds of death, loss of acting or judgment capacity, insolvency or bankruptcy, or suspension or loss of the status of Participant in the Programme – of a Member, decisions may validly be taken without that Member’s participation.