



Declaration Physics with Industry workshop 2019

The annual workshop 'Physics with Industry' (hereafter: the Workshop) is organised by NWO (Netherlands Organisation for Scientific Research) at the Lorentz Center in Leiden. The workshop is intended to encourage cooperation and exchange of knowledge between academia and industry. In the stimulating setting of the Lorentz Center, scientists and researchers from universities and five companies work closely together during one week to find original solutions to the challenging problem of each company (hereafter: "a Case"). For each of the five Cases, the organisers will appoint a team consisting of a company representative, academic supervisor and about 8 scientific researchers (hereafter each: a Participant). To stimulate a free flow of information between these Participants and to enable (patent) protection, it is important that the Participants are bound to rules with regard to secrecy and ownership.

Therefore the undersigned
employee of.....,
participant to Physics with Industry 2019 (Workshop 18-22 November 2019, company visit preceding the workshop and all other exchanges connected to the Case) **declares as follows:**

- (1) The Participant of the company will present its problem to the other Participants. In case the company Participant presents any information that it wishes to keep confidential, it shall clearly indicate such confidentiality on (the handouts of) the presentation by an appropriate mark (hereafter: Company Confidential Information). The Participants shall keep the Company Confidential Information confidential until 5 years after the workshop.
- (2) The company representative(s) and Participants of the workshop shall keep all results of the workshop confidential until the workshop organisation publishes the workshop proceedings or until 3 months after the workshop, whichever is earlier.
- (3) The Participants shall present their solutions in a final presentation at the end of the workshop. The organisers may invite the press to such final presentation.

In the event the company representative(s) wish that certain information is not presented because it is Company Confidential Information, the Participants shall remove such information from the presentation.

In the event the company representative(s) wish that certain information is not presented because the company is interested in patenting the information, publication of such information shall be postponed with a maximum of 3 months.

The company Participant in a Case shall timely (i.e. before the final presentation) inform the other Participants in that case of any of the above objections.

- (4) In accordance with Dutch law, the intellectual property rights to results of a Case rest with the employers of the Participants that contributed to these results jointly. In the event the company participating in a Case wishes to obtain (exclusive) rights to use the intellectual

property rights to the results of such Case, the company and the employers of the Participants involved shall within two months after the workshop- in mutual consultation agree on:

- The protection measures (patent, copyright) and, cost thereof and the actions to be taken;
- The ownership and the inventors to be registered on a possible patent application;
- The market price to be paid by the company to the employers of the Participants involved.

- (5) The employers whose employees have contributed to a patented solution have a royalty-free right at all times to use the results for the purpose of their own research and teaching, including the right to publication.
- (6) The Participants and their employers shall not hold the organisers of the workshop liable for any damage that may occur and indemnify the organisers in case of any action, complaint or proceeding brought by a third party against them as a result of damage caused, either by any of their acts or omissions in relation to the workshop or by any products, processes or services created on the basis of results resulting from the workshop.

The Participant
Signature:

On behalf of the employer of
the Participant, agreed:
Signature:

Date:
Place:

Date:
Place: