

ECHEMTEST LIBRARIES AND RECENT IPR ISSUES

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The recent success of EChemTest® and of its prosumer implementation [1] has stimulated increasing interest on its use and has led to numerous requests for an inspection of its Question and Answer (Q&A) Libraries. The EChemTest® Libraries are unique sets of Questions and Answers derived from a European harmonized syllabus of Chemistry competences [2] built by ECTN through the collaboration of educators belonging to its member Higher Education Institutions (HEI) during a process lasted several years. This patrimony of Q&A Libraries is the ECTN asset (probably the most important one) managed by the Virtual Education Community (VEC) Commission together with its network of Library Experts and Test Centers. The preservation of this asset and the provision of related services are a duty of the VEC. For this reason, since the very beginning, the relevant IPR (Intellectual Property Right) has been suitably protected through the signature of ad hoc agreements. This has become particularly critical especially after the adoption of the prosumer scheme and the discontinuation of the Question Mark Perception implementation. Accordingly, IPR protecting Agreements (originally called Memorandum of Understanding) have been signed between the ECTN Association and the EChemTest® National Test Centres (NTC), Accredited Test Sites (ATS) and Agencies (see the example given in Annex 1 for NTCs). Temporary IPR protecting agreements were also developed in the past to regulate the relationships between individuals wishing to learn more about EChemTest® Q&As for a limited time period (see the example given in Annex 2). More recently, it has been proposed to use for that purpose the signature of the Code of conduct (see Annex 3). In any event, the attendance of the training event arranged regularly by ECTN to instruct people on how to use EChemTest® for running a Self Evaluation Session is a necessary preliminary step together with an inspection of the related demo sessions (at present available only as PDF file at <http://www.chem-learn.com/demo-libraries-request/>).

REFERENCES

1] A. Laganà, O. Gervasi, S. Tasso, D. Perri, F. Franciosa, The ECTN Virtual Education Community prosumer model for promoting and assessing chemical knowledge, Lecture Notes Comput. Science, 10964, xx (2018); DOI10.1007/978-3-319-95174-4_43

2] <http://services.chm.unipg.it/ojs/index.php/virtlcomm/article/view/100>

ANNEX 1

ECHEMTEST NATIONAL TEST CENTRE – ECTN INTERNATIONAL AGREEMENT

THIS AGREEMENT, made the ..dd/mm/year.. by and between

European Chemistry Thematic Network Association, c/o **SEFI**, 39 rue des Deux Eglises, 1000 Brussels, Belgium ("ECTN") represented by Prof. Antonio Laganà – Chair of the ECTN VEC Committee

and

..xx.. of the University - Department ..xy.., ..address.. registered as Member of ECTN ("MEMBER") represented by Prof. ..xy.. – Dean of ..xz..,

jointly referred as the “Parties”

WHEREAS, ECTN owns EChemTest® (a set of libraries of questions and answers for use in chemistry knowledge self assessment and certification) with registered trademarks, developed the procedures of their awarding, and is desirous of collaboration and appointing of an organisation qualified to support the delivery of its Self Evaluation Sessions (SES)s and the award of related certificates; and

WHEREAS, THE MEMBER desires for both academic and non-academic use to deliver EChemTest® SESs in English and in its national language, to contribute to the promotion and maintenance of EChemTest® as National Test Centre (NTC) by taking care of its translations into the national language, of the coordination of its activities in the related area, of the award of EChemTest® based Academic credits, and represents that it is qualified to act in such capacity for ECTN pursuant to the terms and conditions set forth herein, by ECTN.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Article 1. APPOINTMENT TERM

ECTN hereby appoints the MEMBER for an initial period commencing as of the date set forth above and shall automatically renew on January 1, next year, and the MEMBER hereby acknowledges and accepts such appointment, in accordance with the provisions of this agreement. Thereafter, this Agreement will be automatically renewed for an additional one-year term unless terminated by the Parties in writing 60 days prior to renewal date.

Article 2. DELIVERY of EChemTest® SESs and AWARD of EChemTest® based Credits

a) ECTN agrees to authorise the MEMBER to deliver EChemTest® SESs using criteria and procedures defined by ECTN and provided to the MEMBER, and the MEMBER agrees to promote EChemTest® based Academic credits, coordinate the activities of the Accredited Test Sites (ATS)s of its country, manage and maintain EChemTest® Libraries translation into the national language for Academic use at the terms and conditions of this Agreement and the MEMBER’s standard terms and conditions of action in effect at the time of action including without limitation, the responsibilities, duties and limitations of liability provisions contained therein (see Annex 1). ECTN shall have the right from time to time to establish, change, alter, and amend terms and conditions of awards (nevertheless the MEMBER shall be notified in writing 30 days prior of these alterations and shall have the right not to accept them and not to continue this Agreement).

b) ECTN agrees to authorise the MEMBER to use EChemTest® SESs as part of the Academic recruitment procedures and courses offered by the MEMBER, and to award EChemTest® based Academic credits in accordance with the academic rules and procedures applied by the MEMBER.

Article 3. OBLIGATIONS OF THE MEMBER

The MEMBER shall:

- a) Use its best efforts to establish and coordinate the proper number of ECTN ATSS at national level where EChemTest® SESs can be delivered and pursue all reasonable opportunities in the solicitation of applications for SESs to maximise their usage, including, without limitation, providing appropriate coverage of existing and potential individual accounts on a regular basis, and participating in appropriate scientific and educational meetings and congresses and in ECTN's own actions and programmes. The MEMBER's advertising and promotional materials relating to EChemTest® shall be subject to ECTN's prior review and approval, and which shall not be unreasonably withheld.
- b) Furnish consultation services to potential applicants to EChemTest® SESs, invite higher education institutions to make use of EChemTest®.
- c) Undertake the following steps upon submission of a SES request from an ATS:
- i. receipt is confirmed to the institution
 - ii. the SES is implemented
 - iii. all relevant material is archived within a secure document management system in both paper version and PDF electronic format; all such information can be made available to the ECTN upon request and is considered "for internal use only" of the MEMBER and ECTN.
- d) Produce an annual report on the usage of EChemTest® and on the activities carried out in the past year for ECTN as well as a plan for the activities to be carried in the next year.
- e) Provide sufficient financial resources as may be required to fulfil its responsibilities under this Agreement, including maintaining suitable premises, equipment, documentation storage and current promotional literature for the related EChemTest® translations.
- f) Organise and possibly remunerate/employ sufficient and suitably qualified and trained competent personnel necessary to properly carry out the MEMBER duties under this Agreement to the satisfaction of ECTN. The MEMBER and its personnel shall maintain a working knowledge and familiarity with EChemTest®, including their potentials and limitations, and associated services, and attend consultation and training sessions organised by ECTN as appropriate at the MEMBER's expense to maintain such knowledge and familiarity.
- g) Not alter, enlarge, or limit rules and requirements of EChemtest® certification, or make representations guarantees concerning the EChemTest® or accept the modifications of, or make allowances with respect to the EChemTest® beyond existing rules and requirements without ECTN's prior written approval. The MEMBER may translate EChemTest® into further languages; these can be considered as valid only if they were approved by ECTN.
- h) not be responsible for the definitions or performance of the EChemTest® nor shall the MEMBER incur any liability or trademark/patent infringement claims brought by third parties.
- i) not incur any liability on behalf of ECTN nor describe or hold itself out as an agent, representative or employee of ECTN or their affiliated bodies.
- j) confer with, and establish to the satisfaction of ECTN, goals and strategies to promote, maintain, and award of EChemTest® based credits during the term of this Agreement covering such matters as advertising, popularisation, staffing and manner of national

coverage.

k) fully comply with all laws, and governmental rules and regulations applicable to the MEMBER activities.

l) not award, offer or otherwise deal in any activities which compete with EChemTest® without the prior written consent of ECTN, which shall not be unreasonably withheld.

m) Take care that all the ATS of its country fit to the adequate standards defined in a separate document.

Article 4. ECTN ASSISTANCE

a) ECTN shall provide the EChemTest® master (English) libraries as well as support to the activities of the MEMBER with regard to its translation into the national language promotion of the EChemTest®, its solicitation of applications, and connected services. ECTN shall make available to the MEMBER (if requested), at the MEMBER's expense, training and instruction with respect to the EChemTest® and technical data and literature covering them. Training will be provided at facilities agreed by both parties.

b) ECTN shall, upon reasonable notice, supply support personnel for meetings, conferences and shows as ECTN shall deem appropriate in its sole discretion as well as graphics and other materials.

c) ECTN will provide the MEMBER with the last authorised version of documents and rules related to EChemTest® and certifications. ECTN has every time the right to change or amend these documents. The MEMBER must be immediately informed.

Article 5. AWARDS, RULES, CANCELLATIONS

a) Credits. EChemTest® based awarded credits will be valid only for the Academic use of the MEMBER.

b) Cancellations. If ECTN found enough evidence that any EChemTest® based awarded credits were issued not in accordance with current rules and requirements and/or the rules were not obeyed by the awardee informs the MEMBER which initiates official procedure to cancel the credits according to the MEMBER rules, and the MEMBER's national law.

c) Change of rules. ECTN reserves the right to change or modify the design and rules for any EChemTest® and procedures connected. ECTN shall advise the MEMBER of such actions.

Article 6. CONFIDENTIALITY PROVISIONS

a) As the MEMBER may have heretofore received and will in the future receive from time to time confidential and proprietary information and data concerning the EChemTest®, development, projects, action plans and operations of, or belonging to, ECTN and/or other bodies, institutions, and companies with whom it has a business relationship (herein collectively referred to as "ECTN Information"), the MEMBER agrees to treat, and to cause its collaborators, officers and employees to treat, all such ECTN Information as ECTN's confidential property, if such marked, and not to divulge it to others at any time nor to use it for the MEMBER's private purposes, or otherwise, except with prior written authorisation of ECTN and then only in the

manner and to the extent authorised, unless and until such ECTN information becomes a part of the public domain. The MEMBER's obligation hereunder further applies to ECTN information received by the MEMBER in the course of the MEMBER's prior, if any relationship with ECTN and shall continue beyond and after the termination or expiration of this Agreement, or at any time ECTN so requests, the MEMBER shall deliver to ECTN (including all copies and reproductions thereof) all notes, memoranda, records, drawings or other documents and other information or materials pertaining ECTN information (including all copies and reproductions thereof).

b) As the ECTN may have heretofore received and will in the future receive from time to time confidential and proprietary information and data of, or belonging to, the MEMBER and/or other bodies, institutions, and companies with whom it has a business relationship (herein collectively referred to as "MEMBER Information"), the ECTN agrees to treat, and to cause its collaborators, officers and employees to treat, all such MEMBER Information as MEMBER's confidential property, if such marked, and not to divulge it to others at any time nor to use it for the ECTN's commercial purposes, or otherwise, except with prior written authorisation of the MEMBER and then only in the manner and to the extent authorised, unless and until such MEMBER information becomes a part of the public domain. The ECTN's obligation hereunder further applies to MEMBER information received by the ECTN in the course of the ECTN's prior, if any relationship with the MEMBER and shall continue beyond and after the termination or expiration of this Agreement, or at any time MEMBER so requests, the ECTN shall deliver to MEMBER all notes, memoranda, records, drawings or other documents and other information or materials pertaining MEMBER information (including all copies and reproductions thereof).

Article 7. TERMINATION

a) In the event of a material breach of the agreement either party may give six-month notice requiring compliance and in the event of non-compliance, may terminate the agreement. ECTN shall have the right without prejudice to any other rights it may have in law or by contract, to terminate this Agreement, effective immediately upon notice to the MEMBER as a result of any of the following:

- i. The insolvency of the MEMBER or any of its owners/operators, or the filing of a voluntary or involuntary petition in bankruptcy or for a reorganisation arrangement under applicable laws by or against any of them or their property; or the making of an assignment for the benefit of any of their creditors; or the voluntary or involuntary dissolution of the MEMBER.
- ii. The untrue statement of a material fact (or omission to state a material fact) necessary to make the statements contained herein not misleading in any information or statement furnished by the MEMBER to ECTN in connection with the MEMBER's appointment as the MEMBER or performance pursuant to this Agreement.
- iii. Any material breach by the MEMBER of any of the provisions of this Agreement or any other contractual or legal obligations to ECTN.
- iv. Any wilful act of the MEMBER which, in the sole opinion of ECTN, may damage or adversely affect or reflect the MEMBER, ECTN, the EChemTest®, or any performance pursuant to this Agreement.

b) Each party, in its sole discretion, shall have the right to determine, for any reason whatsoever, not to renew, continue or extend this Agreement. Neither party, by reason of termination or non-renewal of this Agreement, shall be liable to the other for compensation, reimbursement or damages because of the loss of anticipated sales or prospective profits or because of expenditures, investments, leases, improvements or other matters related to the EChemTest®, or the business or goodwill of the parties.

c) Upon termination or expiration of this Agreement for any or all the EChemTest®, ECTN shall be relieved from any obligation, except the ones agreed on by ECTN's written document. ECTN shall have no obligation or liability to the MEMBER or its prospective applicants in connection with any such cancellations.

d) If issuance of notice to terminate this Agreement is given by either party, the MEMBER shall cease to actively solicit new applications and shall devote its efforts to outstanding unfinished cases. The MEMBER may continue to accept, in the name of ECTN, applications based on negotiations made prior to the date of the termination notice throughout a thirty day period, but no new applications shall be accepted by the MEMBER after notice to terminate has been duly given. All such unfinished cases shall be transferred to ECTN.

Article 8. NON-ASSIGNMENT

The MEMBER may not assign, nor transfer, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of ECTN and any attempted assignment, transfer or delegation without such consent shall be denied null and void and of no effect. ECTN may assign this Agreement to any affiliated entity or any entity acquiring ECTN's business as it relates to the EChemTest®.

Article 9. PROGRAMME LICENSE

a) Any software, firmware or other computer programmes or databases ("Programmes") provided with the EChemTest awarded hereunder, including any modifications and updates, are provided to the MEMBER under a license for use only on the EChemTest business and may not be copied or otherwise reproduced, in whole or in part. The MEMBER may transfer the license of such Programmes to a third party to whom the MEMBER transfers the label provided that such third party agrees in writing:

- i. To limit the use of the Programmes to the award issued by the MEMBER, and
- ii. Not to copy or reproduce the Programmes, in whole or in parts.

b) The MEMBER may adopt additional Programmes to run EChemTest® provided that they do not imply a transfer of IP of ECTN Programmes and data.

Article 10. TRADEMARKS AND TRADENAMES

a) The MEMBER acknowledges the validity of the trademarks and trade names, which designate and identify the EChemTest® and further acknowledges that ECTN is the exclusive owner of such marks and names.

b) The MEMBER agrees that it may only use EchemTest® to further the promotion and award of the EChemTest®. The MEMBER may only use such trademarks in their standard form and style as they appear upon the EChemTest® or as instructed in writing by ECTN. No other letter(s), word(s), design(s), symbol(s), or other matter of any kind shall be superimposed upon, associated with or shown in such proximity to the trademarks as to tend to alter or dilute it. The MEMBER further agrees not to combine or associate EChemTest® trademark with any other trademark or trade name(s). The generic or common name of the EChemTest® must be always followed by the trademark symbol "®". The EChemTests are always printed in Copperplate Gothic Bold font as:

EChemTest®

c) In all advertisements, awards, and promotional literature or other printed matter in which EChemTest® trademark appears, the MEMBER must identify itself by its full name and address and state its relationship to ECTN. The trademark used or displayed by the MEMBER must be identified as a trademark owned by ECTN.

d) On its letterhead, business cards, invoices, statements, etc., the MEMBER may identify itself as the MEMBER of ECTN during the term of this Agreement.

e) The MEMBER agrees that it will never use any trademark or trade name of ECTN or any simulation of such marks or names as a part of the MEMBER's corporate or other trading name or designation of any kind.

f) Upon expiration or in the event of any termination of this Agreement, the MEMBER shall promptly discontinue every use of such trademarks, trade names, and any language stating or suggesting that the MEMBER is an MEMBER of ECTN or any work or term resembling such names or marks which would be likely to cause confusion or deception.

Article 11. INDEPENDENT CONTRACTOR

a) The relationship of the parties hereto established by the Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to:

- i) Give any party the power to direct and control the day-to-day activities of the other, or;
- ii) Constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

b) Any of the Parties, its experts, agents and employees are not the representatives of ECTN for any purpose except as expressly set forth in the Agreement, and they have no power of authority as agent, employee or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of that Party for any purpose whatsoever.

c) All financial obligations associated with any Party's business are the sole responsibility of that Partner. All awards and other agreements between the Party and its customers are the Party's obligations.

d) Any of the Parties shall be solely responsible for, and shall indemnify and hold other Party free and harmless from, any and all claims, damages, or lawsuits arising out of the acts of the Party, their employees, servants, agents, or any of them.

Article 12. EXPENSES

All expenses incurred by the Parties in carrying out this Agreement will be borne by that Party unless expressly provided herein or in other written agreement.

Article 13. NOTICES

All notices, demands and communications given or made here under or pursuant to, unless otherwise provided here in, shall be in writing and shall be mailed by registered or certified mail with postage prepaid, addressed in each case as above specified, and shall be deemed to have been given or made when so mailed.

Article 14. FORCE MAJEURE

Neither party shall have any liability to the other (except for the payment of monies hereunder) for delays, failure to award/deliver or cancellation due to strikes; fires; acts of God; wars; accidents; compliance with governmental requests, laws, regulations, or orders; or any other event, beyond the reasonable control of the party affected. The party so affected shall promptly notify the other party of the event and provide its estimate of the expected period of delay.

Article 15. GOVERNING LAW. ENTIRE AGREEMENT

- a) The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed and construed in accordance with the laws of the EU. The parties hereto consent to the jurisdiction of the courts in Brussels for all purposes in connection with any litigation between the parties hereto.
- b) This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their Agreement. Any and all oral representations of the parties have been included herein.
- c) This Agreement cancels and supersedes all existing contracts and arrangements by and between ECTN and the MEMBER for the delivery of EChemTest.
- d) This Agreement may only be modified by written amendments to the present Agreement between the Parties signed by duly authorized representatives of the Parties.
- e) No waiver by either ECTN or the MEMBER with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound. If any term or condition of this Agreement or the application thereof is judicially or otherwise determined to be invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this day and year first written above by their respective authorised officials. The parties acknowledge that they read and understood the Agreement and signed it willingly and in good will.

Department ..xx.. of the University of ..xy..

address

COUNTRY

Chair of the ECTN VEC Committee

39 rue des Deux Eglises,

1000 Brussels, Belgium

ANNEX 2

EChemTest[®] TEMPORARY USE AGREEMENT

THIS AGREEMENT, made the ..dd/mm/year.. by and between

European Chemistry Thematic Network Association, c/o SEFI, 39 rue des Deux Eglises, 1000

Brussels, Belgium ("ECTN") represented by Prof. Antonio Laganà – Chair of the ECTN VEC Committee and

..xx.. of the University - Department ..xy.., ..address.. registered as Member of ECTN ("MEMBER") represented by Prof. ..xy.. – Dean of ..xz..,

jointly referred as the “Parties”

WHEREAS, ECTN owns EChemTest[®] (a set of libraries of questions and answers for use in chemistry knowledge self assessment and certification) with registered trademarks, developed the procedures of their awarding, and is desirous of collaboration and appointing of an organisation qualified to support the delivery of its Self Evaluation Sessions (SES)s and the award of related certificates; and

WHEREAS, THE MEMBER desires to experiment for both academic and non-academic purposes the use of EChemTest[®] and the deliver of EChemTest[®] SESs in English and in its national language and represents that it is qualified to act in such capacity for ECTN pursuant to the terms and conditions set forth herein, by ECTN.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Article 1. APPOINTMENT TERM

ECTN hereby authorizes the MEMBER to access EChemTest[®] libraries of questions and answers for use in chemistry knowledge SESs and certification with registered trademarks to the end of conducting for a period of one year trial using the established procedures and the MEMBER hereby acknowledges and accepts such appointment, in accordance with the provisions of this agreement.

Article 2. OBLIGATIONS OF THE MEMBER

The MEMBER shall:

- a) Produce a plan for the activities to be carried
- b) Archive within a secure document all EChemTest[®] information to be made available to the ECTN upon request and to be considered "for internal use only" of the MEMBER and ECTN.
- c) Produce a report on the usage of EChemTest[®] and on the activities carried out in the appointment period for ECTN as well as a plan for the activities to be carried in the next year.
- d) Make sure that EChemTest[®] is handled by suitably qualified and trained competent personnel holding a working knowledge and familiarity with it and attending consultation and training sessions organised by ECTN at the MEMBER's expense.
- e) Not alter, enlarge, or limit rules and requirements of EChemtest[®] certification, or make representations concerning the EChemTest[®] or accept the modifications of, or make allowances with respect to the EChemTest[®] beyond existing rules and requirements without ECTN's prior written approval.

- f) Not incur any liability or trademark/patent infringement claims brought by third parties.
- g) Not incur any liability on behalf of ECTN nor describe or hold itself out as an agent, representative or employee of ECTN or their affiliated bodies.
- h) Fully comply with all laws, and governmental rules and regulations applicable to the MEMBER activities.
- i) Not award, offer or otherwise deal in any activities which compete with EChemTest[®] without the prior written consent of ECTN, which shall not be unreasonably withheld.

Article 3. ECTN ASSISTANCE

- a) ECTN shall provide access to the EChemTest[®] master (English) libraries as well as support the use of their translations into the national language, solicitation of applications, and connected services. ECTN shall make available to the MEMBER (if requested), at the MEMBER's expense, training and instruction with respect to the EChemTest[®] and technical data and literature covering them. Training will be provided at facilities agreed by both parties.
- b) ECTN will provide the MEMBER with access to the last authorised version of documents and rules related to EChemTest[®] and certifications. ECTN has every time the right to change or amend these documents. The MEMBER must be immediately informed.

Article 4. CHANGE OF RULES

- a) ECTN reserves the right to change or modify the design and rules for any EChemTest[®] and procedures connected. ECTN shall advise the MEMBER of such actions.

Article 5. CONFIDENTIALITY PROVISIONS

- a) As the MEMBER may have heretofore received and will in the future receive from time to time confidential and proprietary information and data concerning the EChemTest[®], development, projects, action plans and operations of, or belonging to, ECTN and/or other bodies, institutions, and companies with whom it has a business relationship (herein collectively referred to as "ECTN Information"), the MEMBER agrees to treat, and to cause its collaborators, officers and employees to treat, all such ECTN Information as ECTN's confidential property, if such marked, and not to divulge it to others at any time nor to use it for the MEMBER's private purposes, or otherwise, except with prior written authorisation of ECTN and then only in the manner and to the extent authorised, unless and until such ECTN information becomes a part of the public domain. The MEMBER's obligation hereunder further applies to ECTN information received by the MEMBER in the course of the MEMBER's prior, if any relationship with ECTN and shall continue beyond and after the termination or expiration of this Agreement, or at any time ECTN so requests, the MEMBER shall deliver to ECTN (including all copies and reproductions thereof) all notes, memoranda, records, drawings or other documents and other information or materials pertaining ECTN information (including all copies and reproductions thereof).
- b) As the ECTN may have heretofore received and will in the future receive from time to time confidential and proprietary information and data of, or belonging to, the MEMBER and/or other bodies, institutions, and companies with whom it has a business relationship (herein collectively referred to as "MEMBER Information"), the ECTN agrees to treat, and to cause its collaborators,

officers and employees to treat, all such MEMBER Information as MEMBER's confidential property, if such marked, and not to divulge it to others at any time nor to use it for the ECTN's commercial purposes, or otherwise, except with prior written authorisation of the MEMBER and then only in the manner and to the extent authorised, unless and until such MEMBER information becomes a part of the public domain. The ECTN's obligation hereunder further applies to MEMBER information received by the ECTN in the course of the ECTN's prior, if any relationship with the MEMBER and shall continue beyond and after the termination or expiration of this Agreement, or at any time MEMBER so requests, the ECTN shall deliver to MEMBER all notes, memoranda, records, drawings or other documents and other information or materials pertaining MEMBER information (including all copies and reproductions thereof).

Article 6. TERMINATION

- a) In the event of a material breach of the agreement either party may give six-month notice requiring compliance and in the event of non-compliance, may terminate the agreement. ECTN shall have the right without prejudice to any other rights it may have in law or by contract, to terminate this Agreement, effective immediately upon notice to the MEMBER as a result of any of the following:
- i. The insolvency of the MEMBER or any of its owners/operators, or the filing of a voluntary or involuntary petition in bankruptcy or for a reorganisation arrangement under applicable laws by or against any of them or their property; or the making of an assignment for the benefit of any of their creditors; or the voluntary or involuntary dissolution of the MEMBER.
 - ii. The untrue statement of a material fact (or omission to state a material fact) necessary to make the statements contained herein not misleading in any information or statement furnished by the MEMBER to ECTN in connection with the MEMBER's appointment as the MEMBER or performance pursuant to this Agreement.
 - iii. Any material breach by the MEMBER of any of the provisions of this Agreement or any other contractual or legal obligations to ECTN.
 - iv. Any wilful act of the MEMBER which, in the sole opinion of ECTN, may damage or adversely affect or reflect the MEMBER, ECTN, the EChemTest[®], or any performance pursuant to this Agreement.
- b) Each party, in its sole discretion, shall have the right to determine, for any reason whatsoever, not to renew, continue or extend this Agreement. Neither party, by reason of termination or non-renewal of this Agreement, shall be liable to the other for compensation, reimbursement or damages because of the loss of anticipated sales or prospective profits or because of expenditures, investments, leases, improvements or other matters related to the EChemTest[®], or the business or goodwill of the parties.
- c) Upon termination or expiration of this Agreement for any or all the EChemTest[®], ECTN shall be relieved from any obligation, except the ones agreed on by ECTN's written document. ECTN shall have no obligation or liability to the MEMBER or its prospective applicants in connection with any such cancellations.
- d) If issuance of notice to terminate this Agreement is given by either party, the MEMBER shall cease to actively solicit new applications and shall devote its efforts to outstanding unfinished cases. The MEMBER may continue to accept, in the name of ECTN, applications based on negotiations made prior to the date of the termination notice throughout a thirty day period, but no new applications shall be accepted by the MEMBER after notice to terminate has been duly given. All such unfinished cases shall be transferred to ECTN.

Article 7. NON-ASSIGNMENT

The MEMBER may not assign, nor transfer, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of ECTN and any attempted assignment, transfer or delegation without such consent shall be denied null and void and of no effect. ECTN may assign this Agreement to any affiliated entity or any entity acquiring ECTN's business as it relates to the EChemTest[®].

Article 8. PROGRAMME LICENSE

a) Any software, firmware or other computer programmes or databases ("Programmes") provided with the EChemTest awarded hereunder, including any modifications and updates, are provided to the MEMBER under a license for use only on the EChemTest business and may not be copied or otherwise reproduced, in whole or in part. The MEMBER may transfer the license of such Programmes to a third party to whom the MEMBER transfers the label provided that such third party agrees in writing:

- i. To limit the use of the Programmes to the award issued by the MEMBER, and
- ii. Not to copy or reproduce the Programmes, in whole or in parts.

b) The MEMBER may adopt additional Programmes to run EChemTest[®] provided that they do not imply a transfer of IP of ECTN Programmes and data.

Article 9. TRADEMARKS AND TRADENAMES

a) The MEMBER acknowledges the validity of the trademarks and trade names, which designate and identify the EChemTest[®] and further acknowledges that ECTN is the exclusive owner of such marks and names.

b) The MEMBER agrees that it may only use EchemTest[®] to experiment its use. The MEMBER may only use such trademarks in their standard form and style as they appear upon the EChemTest[®] or as instructed in writing by ECTN. No other letter(s), word(s), design(s), symbol(s), or other matter of any kind shall be superimposed upon, associated with or shown in such proximity to the trademarks as to tend to alter or dilute it. The MEMBER further agrees not to combine or associate EChemTest[®] trademark with any other trademark or trade name(s). The generic or common name of the EChemTest[®] must be always followed by the trademark symbol "®".

c) In all advertisements, awards, and promotional literature or other printed matter in which EChemTest[®] trademark appears, the MEMBER must identify itself by its full name and address and state its relationship to ECTN. The trademark used or displayed by the MEMBER must be identified as a trademark owned by ECTN.

d) On its letterhead, business cards, invoices, statements, etc., the MEMBER may identify itself as the MEMBER of ECTN during the term of this Agreement.

e) The MEMBER agrees that it will never use any trademark or trade name of ECTN or any simulation of such marks or names as a part of the MEMBER's corporate or other trading name or designation of any kind.

f) Upon expiration or in the event of any termination of this Agreement, the MEMBER shall promptly discontinue every use of such trademarks, trade names, and any language stating or suggesting that the MEMBER is an MEMBER of ECTN or any work or term resembling such names or marks which would be likely to cause confusion or deception.

Article 10. INDEPENDENT CONTRACTOR

a) The relationship of the parties hereto established by the Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to:

- i) Give any party the power to direct and control the day-to-day activities of the other, or;
- ii) Constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

b) Any of the Parties, its experts, agents and employees are not the representatives of ECTN for any purpose except as expressly set forth in the Agreement, and they have no power of authority as agent, employee or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of that Party for any purpose whatsoever.

c) All financial obligations associated with any Party's business are the sole responsibility of that Partner. All awards and other agreements between the Party and its customers are the Party's obligations.

d) Any of the Parties shall be solely responsible for, and shall indemnify and hold other Party free and harmless from, any and all claims, damages, or lawsuits arising out of the acts of the Party, their employees, servants, agents, or any of them.

Article 11. EXPENSES

All expenses incurred by the Parties in carrying out this Agreement will be borne by that Party unless expressly provided herein or in other written agreement.

Article 12. NOTICES

All notices, demands and communications given or made here under or pursuant to, unless otherwise provided here in, shall be in writing and shall be mailed by registered or certified mail with postage prepaid, addressed in each case as above specified, and shall be deemed to have been given or made when so mailed.

Article 13. FORCE MAJEURE

Neither party shall have any liability to the other (except for the payment of monies hereunder) for delays, failure to award/deliver or cancellation due to strikes; fires; acts of God; wars; accidents; compliance with governmental requests, laws, regulations, or orders; or any other event, beyond the reasonable control of the party affected. The party so affected shall promptly notify the other party of the event and provide its estimate of the expected period of delay.

Article 14. GOVERNING LAW. ENTIRE AGREEMENT

a) The validity, interpretation and performance of this Agreement and any dispute connected

herewith shall be governed and construed in accordance with the laws of the EU. The parties hereto consent to the jurisdiction of the courts in Brussels for all purposes in connection with any litigation between the parties hereto.

- b) This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their Agreement. Any and all oral representations of the parties have been included herein.
- c) This Agreement cancels and supersedes all existing contracts and arrangements by and between ECTN and the MEMBER for the delivery of EChemTest.
- d) This Agreement may only be modified by written amendments to the present Agreement between the Parties signed by duly authorized representatives of the Parties.
- e) No waiver by either ECTN or the MEMBER with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound. If any term or condition of this Agreement or the application thereof is judicially or otherwise determined to be invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this day and year first written above by their respective authorised officials. The parties acknowledge that they read and understood the Agreement and signed it willingly and in good will.

Department ..xx.. of the University of ..xy..

address

COUNTRY

Chair of the ECTN VEC Committee

39 rue des Deux Eglises,

1000 Brussels, Belgium

ANNEX 3

Code of conduct (Gdansk PL, 24th-25th April 2016)

The European Chemistry Thematic Network (ECTN) Association brings together people working in the area of chemistry having different skills and viewpoints. This diversity is fundamental to its strength and success.

ECTN is managed by an Administrative Council. ECTN also has Standing Committees, among them the Label Committee and the Virtual Education Community Committee. There are also several Ad Hoc committees and work groups.

The **Label** Committee is responsible for developing Chemistry Eurolabel® quality labels to European Chemistry degree programmes which fulfil certain strict criteria. The labels are intended to promote international recognition of degree qualifications and to document the willingness of the institutions to which they have been awarded to participate fully in the European Higher Education Area which is being constructed in the Bologna process.

The **Virtual Education Community** Committee is responsible for awarding EChemTest® knowledge certificates to students of chemistry degree programmes which fulfil strict criteria

VIRT&L-COMM.14.2018.3

and also maintains the related database of Learning Objects. The certificates are intended to promote international recognition of the level of Chemistry knowledge reached by the student and to document its adequacy for participation in student mobility in the European Higher Education Area which is being constructed in the Bologna process.

This Code of Conduct spans the entire range of activities of ECTN. The Code of Conduct communicates to our partners and applicants that ECTN is a reliable, trustworthy body. It is an integral part of our corporate philosophy.

The Code of Conduct is binding on all ECTN Administrative Council, Standing Committees, other committees and work group members, and ECTN members contributing to the activities of these committees. It describes the objectives and rules that reflect its commitment to responsible, ethically irreproachable and compliant behaviour.

In order to achieve the highest quality standards, we work and strive constantly to improve our structures and processes. We are committed to openness in our dealings with our members, people who use our services, Eurolabel® applicants, partners and other organizations and institutions. Relevant information will be placed in the Public Domain, in line with internationally recognized standards. We communicate our principles to our partners and encourage them to adhere to the same standards that we do.

The skills and commitment of our members are our greatest assets. We expect our members to carry out their duties to the highest professional standards. All members will accept their individual tasks. We are committed to a fair and open debate and always seek the widest range of opinions on individual matters. The main criteria for member selection are skills and qualification. Members must avoid activities that could involve or lead to involvement of ECTN or its officers in any unlawful or unethical practice.

ECTN relies on the authenticity and accuracy of information in its records for decision-making. It is of utmost importance that all data records are secure and fall under any relevant Data Protection Acts.

ECTN requires all members to maintain high ethical standards in handling conflicts of interest. They should disclose to the President of ECTN any relationship, which might give rise to a conflict of interest. Members shall not disclose information that is not known to the general public for personal gain or the benefit of anyone other than ECTN Association. The collection, processing and use of personal data of natural and legal persons must be in line with the applicable law.

All reports of a breach of the Code of Conduct will be kept confidential. In case of non-compliance with this Code of Conduct, ECTN will take action and allocate adequate resources to properly address any issues. First and foremost, ECTN Association will try to resolve the issue by reminding members of the importance of our Code of Conduct.

In all disputable issues, the members agree that the President of ECTN has the final say.

Date

Signature for acceptance