

## **IPR PRINCIPLES**

### **1. GENERAL**

- 1.1 This document sets out the principles (“IPR Principles”) applied to the IPR and other Information (each as defined below) within certain operations of FIMECC Oy (“FIMECC”). FIMECC has been established for the management and administration of the Centre for Science, Technology and Innovation (*Fi: strategisen huippuosaamisen keskittymä*) (“STCI”) for the metal products and mechanical engineering. These IPR Principles are based on the common understanding of FIMECC’s Shareholders of the preconditions for, and terms of, the operations of an STCI on [ • ] 2008.
- 1.2 These IPR Principles may be amended from time to time upon the decision of FIMECC’s Shareholders’ Meeting, which meeting may delegate such powers to the Board of Directors or another body of FIMECC. The adoption of such decisions shall be subject to the approval of two thirds (2/3) of the votes given and shares represented at the respective Shareholders’ Meeting.
- 1.3 It is acknowledged that amendments referred to in Section [1.2] above may be required in particular (i) as a consequence of decisions by public authorities or organisations regulating of and having material influence to the operations of STCIs; and (ii) on the basis of the shareholders’ experience in the execution of the Programmes (as defined below).
- 1.4 Subject to Section [10] below, the Consortium Agreements (as defined below) may contain more detailed terms and conditions in relation to the ownership, use, protection and disclosure of Information (as defined below) than is set out in these IPR Principles.

### **2. DEFINITIONS**

In these IPR Principles:

- “Access Right”** means an irrevocable and perpetual license and right to use the Information in the research and development work and business operations of the holder of the Access Right and its Group Companies (including, without limitation, the right to alter the Information). For the avoidance of doubt, Access Right shall not include the right to transfer the Access Right to any third party (including a Group Company) unless otherwise agreed in writing with the party having the Ownership of the Information.
- “Associate Partner”** has the meaning given to such term in Section [4.2].
- “Background** means any and all existing Information which a Participant

<b>Information”</b>	provides to the Programme, and which Information is necessary for (i) the execution of the Programme and/or (ii) the utilisation of the Access Right or Limited Access Right to the Foreground Information.
<b>“Background Information Notice”</b>	has the meaning given to such term in Section [6.2].
<b>“Confidential Information”</b>	means any and all Information that has been classified as confidential information under the Consortium Agreement in respect of a Programme.
<b>“Consortium Agreement”</b>	means an agreement between the Participants in relation to a specific Programme entered into in accordance with Section [10].
<b>“Control”</b>	means the possession, directly or indirectly, of more than 50% of the outstanding shares or voting rights of, or the power to direct or cause the direction of the management policies of, any person, whether through ownership of shares, by contract or otherwise, and terms <b>“Controlled”</b> and <b>“Controlling”</b> shall be construed accordingly.
<b>“FIMECC”</b>	means FIMECC Oy, a limited liability company organised and existing under the laws of Finland (Business ID 2179030-4).
<b>“Foreground Information”</b>	means Information, which is generated as a result of the activities conducted under a specific Programme. For the avoidance of doubt, Foreground Information shall not include the Background Information.
<b>“Group Company”</b>	means an entity that directly or indirectly Controls or is Controlled by a Shareholder of the Company or a person Controlling the Shareholder of the Company.
<b>“Information”</b>	means any information, including, without limitation, patents, patent applications, copyrights, utility models, trademarks or any other IPRs, any inventions, know-how, business intelligence, trade secrets, ideas, concepts, test results, charts, reports, records, specifications and drawings, with or without financial value, whether in written, oral, electronic or any other form.
<b>“Inventing Participant”</b>	has the meaning given to such term in Section [5.1].
<b>“IPR”</b>	means any and all rights which qualify as intellectual property right under the laws of Finland.

<b>“Legitimate Interests”</b>	has the meaning given to such term in Section [9.3].
<b>“Limited Access Right”</b>	means the right to use Information if and only to the extent the Information is necessary to carry out work within a Programme in accordance with the related Consortium Agreement.
<b>“Notice of Intention”</b>	has the meaning given to such term in Section [9.2].
<b>“Objecting Participant”</b>	has the meaning given to such term in Section [9.3].
<b>“Objection Notice”</b>	has the meaning given to such term in Section [9.4].
<b>“Originator”</b>	has the meaning given to such term in Section [6.3].
<b>“Ownership”</b>	means the title to and ownership of any property and/or Information.
<b>“Participant”</b>	means a Partner or Associate Partner participating in a Programme.
<b>“Partner”</b>	has the meaning given to such term in Section [4.2].
<b>“Programme”</b>	has the meaning given to such term in Section [3.1].
<b>“Project”</b>	has the meaning given to such term in Section [3.1].
<b>“Publishing Participant”</b>	has the meaning given to such term in Section [9.2].
<b>“Subcontractor”</b>	has the meaning given to such term in Section [4.5].

### **3. PROGRAMMES AND PROJECTS**

- 3.1 The research, development and innovation activities organised by or within FIMECC shall be carried out under programmes (each a “Programme”) or projects (each a “Project”).
- 3.2 Unless a contrary indication appears, the provisions of these IPR Principles (including, without limitation, the definitions in Section [2]) concerning Programmes shall be applied *mutatis mutandis* to Projects.
- 3.3 Each Programme shall be subject to the approval of FIMECC’s Board of Directors.

3.4 Public funding for Programmes may be applied from, *inter alia*, Tekes, Academy of Finland and the European Union, in which case FIMECC shall have the legal responsibility for the Programme. Should a public funding organisation so require, also one or more Participants can, subject to the approval of FIMECC's Board of Directors, have the legal responsibility for the Programme.

3.5 In the Programmes financed by public funding organisations, the respective organisation's terms and conditions in relation to IPRs and the related procedures shall be applied. Such terms and conditions shall not be superseded by these IPR Principles.

#### **4. PARTICIPANTS AND SUBCONTRACTORS**

4.1 The Participants may consist of the shareholders of FIMECC or of other companies, research entities, universities or universities of applied science.

4.2 The Participants shall have one of the following roles:

- (i) Partner: a Participant that either (a) materially contributes to the funding of the Programme; and/or (b) contributes substantial know-how to the Programme; or
- (ii) Associate Partner: a Participant that does not meet the criteria of a Partner set out in sub-paragraph (i) above.

4.3 There shall be at least two (2) companies as Partners in each Programme.

4.4 The role of each Participant shall be specified in the Consortium Agreement.

4.5 The Participants may subcontract their work under a Programme to one or more Subcontractors.

4.6 The other Participants shall be notified in writing of the engagement of any Subcontractor(s) and the work subcontracted to them.

4.7 The Participant engaging a Subcontractor shall be responsible for the Subcontractor's work as for its own work. In addition, such Participant shall ensure by a written agreement with the Subcontractor that the Subcontractor shall be responsible for all the rights and obligations of a Subcontractor under these IPR Principles and the Consortium Agreement.

#### **5. FOREGROUND INFORMATION: OWNERSHIP AND ACCESS RIGHTS**

5.1 The Ownership of the Foreground Information shall belong to the Participant who has created, invented or generated the Foreground Information ("Inventing Participant").

5.2 In case the Foreground Information is created, invented or generated as a result of the joint activities conducted by more than one (1) Participants, such Inventing Participants shall agree on the Ownership of the Foreground Information. Should the

Inventing Participants not reach an agreement on the Ownership, they shall have a joint Ownership of such Foreground Information.

- 5.3 Each Partner (save for Inventing Participants) shall be granted a non-exclusive royalty-free Access Right to the Foreground Information.
- 5.4 Each Associate Partner (save for Inventing Participants) and Subcontractor shall be granted Limited Access Right to the Foreground Information.
- 5.5 Subcontractors shall not have Ownership of the Foreground Information they have invented, created or generated under a Programme. The Ownership of such Foreground Information shall belong to the Participant(s) that have engaged the Subcontractor.

**6. BACKGROUND INFORMATION: OWNERSHIP AND ACCESS RIGHTS**

- 6.1 The provision of the Background Information to the other Participants in connection with a Programme shall not have any effect on the Ownership of the Background Information.
- 6.2 Each Participant shall, prior to the execution of the Consortium Agreement, give the other Participants a written notice (“Background Information Notice”).
- 6.3 Each Participant providing Background Information (“Originator”) to the other Participants shall specify in the Background Information Notice:
  - (i) the Background Information the Originator will provide to the other Participants in connection with the Programme;
  - (ii) the party having the Ownership of the Background Information, and if this is not the Originator, (i) the contact details of such party; and (ii) a confirmation by such party that Access Right and Limited Access Right to the Background Information will be granted in accordance with these IPR Principles.
- 6.4 In case a Participant will not provide any Background Information to the other Participants, such Participant shall state accordingly in the Background Information Notice.
- 6.5 Each Background Information Notice shall be enclosed to the respective Consortium Agreement as a schedule.
- 6.6 Each Partner (save for the Originator) shall have a non-exclusive Access Right to the Background Information, such Access Right being either
  - (i) royalty-free Access Right; or
  - (ii) Access Right against reasonable compensation (FRAND (*Fair, Reasonable and Non-Discriminatory terms*) Principle),

as agreed in the respective Consortium Agreement.

- 6.7 Each Associate Partner (save for the Originator) and Subcontractor shall have Limited Access Right to the Background Information.

## **7. CONFIDENTIAL INFORMATION**

- 7.1 Unless otherwise agreed in the Consortium Agreement, a Participant having received Confidential Information shall keep such information confidential and use such information only for the purpose of carrying out its work under the respective Programme and only to the extent necessary for the performance of its work thereunder.

- 7.2 Notwithstanding Section [7.1] above, the Participants have the right to disclose and utilise the Foreground Information and Background Information as set out in other Sections of these IPR Principles, or in the Consortium Agreement, as the case may be.

## **8. PROTECTION OF FOREGROUND INFORMATION**

- 8.1 The Participant having the Ownership of the Foreground Information shall have the first priority right to apply at its own cost for the protection of the Foreground Information by patents or by means of any other IPR capable of being registered.

- 8.2 In case the Participant having the Ownership of the Foreground Information will not apply for the protection of the Foreground Information, such Participant shall initiate discussion with the other Participants on offering them the possibility to apply for such protection, including the terms and conditions thereof.

- 8.3 Any actions undertaken for the protection of the Foreground Information shall not restrict the Access Right of other Participants.

## **9. PUBLISHING OF THE FOREGROUND INFORMATION**

- 9.1 Subject to Sections [9.2 to 9.5] below, each Participant shall be entitled to publish the Foreground Information to which it has Ownership to the public.

- 9.2 The Participant intending to publish the Foreground Information (“Publishing Participant”) shall give the other Participants a written notice of its intentions (“Notice of Intention”), including the details of the Foreground Information to be published.

- 9.3 The other Participants (each an “Objecting Participant”) may object the publishing of the Foreground Information only on the basis of the following causes (“Legitimate Interests”):

- (i) the Foreground Information to be published includes Confidential Information of the Objecting Participant; or

- (ii) publishing of the Foreground Information would materially endanger the protection of the other Foreground Information resulting from the Programme by patents or by means of any other intellectual property rights capable of being registered.

9.4 The Objecting Participant shall give the Publishing Participant a written notice (“Objection Notice”) within 30 days from the date of the Notice of Intention, in which the Objecting Participant shall

- (iii) specify the grounds for the objection; and
- (iv) instruct the Publishing Participant on the reasonable measures which the Publishing Participant is required to take prior to the publishing in order to safeguard the Objecting Participant’s Legitimate Interests in respect of the Foreground Information to be published.

9.5 The Publishing Participant is entitled to publish the Foreground Information to which it has the Ownership

- (i) if the other Participants have not objected the publication by serving the Publishing Participant an Objection Notice within the 30 days’ period referred to in Section [9.4] above; or
- (ii) when the measures referred to in Section [9.4 (ii)] for the safeguarding the Objecting Participant’s Legitimate Interests have been taken.

## **10. CONSORTIUM AGREEMENT**

10.1 The Participants of a Programme shall enter into a specific Consortium Agreement in respect of each Programme and Project.

10.2 The Consortium Agreements may contain more detailed terms and conditions in relation to the ownership, use, protection and disclosure of Information than is set out in these IPR Principles. In particular, specifications in the following matters may be agreed in the Consortium Agreements:

- (i) Granting of the Ownership, Access Right or Limited Access Right to a third party and possible options and redemption rights related thereto;
- (ii) The liabilities of the Participants;
- (iii) Engagement of Subcontractors and related liabilities;
- (iv) Inventions by employees and inventions made at institutions of higher education and the related compensation; and
- (v) Rights and obligations in respect of the protection of the Foreground Information.

- 10.3 Notwithstanding the aforesaid, the general approach on the rights and obligations in relation to IPR and Information set out in these IPR Principles shall not be deviated in the Consortium Agreement.