

PUBLIC PRIVATE PARTNERSHIP AGREEMENT WITHIN THE MARIN NAVIGATION PLAN:

‘RESISTANCE & PROPULSION’ (EXAMPLE)

Between

STICHTING MARITIEM RESEARCH INSTITUUT NEDERLAND,

2, Haagsteeg, P.O. Box 28, 6700 AA Wageningen, The Netherlands

(hereinafter referred to as "MARIN"),

represented by dr.ir. B. Buchner acting in the capacity of President;

And

<COMPANY>,

<Address>,

(hereafter referred to as "Company")

represented by <authorised representative>

Hereinafter referred to individually as "Party" or collectively as "Parties".

Definitions

Within the framework of this Agreement the following Definitions apply:

“Navigation plan” – The total of MARIN’s background research, Joint Industry Projects and related projects within a specific maritime scientific field with a clear mission, vision and roadmap.

“Background research” – Fundamental research performed by MARIN to develop its knowledge base in specific scientific areas often fully funded by the Dutch government. The chosen topics are demand-driven based on contacts with industry and government.

“Joint Industry Projects” (JIPs) – Cooperation between several companies and MARIN to perform applied research with a defined scope, budget and timeframe. Individual JIPs address specific topics within a navigation plan and are typically applied research as follow up of background research in the same navigation plan.

“Project” – Refers to the contract between “Parties” with [MARIN reference number XXXX and PROJECT NAME](#).

“Public Private Partnership” – Cooperation between MARIN and industrial partners within a specific Navigation plan. This Partnership consist of MARIN’s “Background research”, “Joint Industry Projects” and projects similar to the present “Project”.

“Topconsortium for Knowledge and Innovation Maritime” (“TKI Maritiem”) – Foundation to co-ordinate Public Private Partnership within the Dutch Maritime sector on the request of the Dutch Government.

“TKI surcharge scheme” – Dutch Governmental funding scheme based on the private contributions to “Public Private Partnership” in “Joint Industry Projects”, Background research and projects similar to the

present “Project”.

Having recognised:

1. That MARIN carries out research to enhance its knowledge, tools and procedures in the following Navigation plan:

RESISTANCE & PROPULSION (EXAMPLE)

of which the description is given in the Appendices

2. that this Navigation plan contains MARIN’s “Background research” that is often fully funded by the Dutch government.
3. that this navigation plan contains “Joint Industry Projects” MARIN coordinates. “Company” is involved in the following JIPs within this Navigation plan:

REFIT TO SAVE (EXAMPLE)

SPA (EXAMPLE)

GRIP (EXAMPLE)

CRS PRODUCT (EXAMPLE)

4. that MARIN performs the following “Project” for “Company”:
MARIN reference number **XXXX, PROJECT NAME**, for an amount of **XXXX EUROS**
5. that MARIN contributes to “Project” with its facilities that were (partially) funded by the Dutch government, its development of measurement and analysis techniques fully funded by MARIN and its accumulated knowledge based on its “Background research”, JIPs and validation of its tools by application in normal projects
6. that validation of new knowledge, tools and procedure on specific ships and structures is outside the normal scope of “Joint Industry Projects”
7. that data from projects on individual ships and structures constitutes valuable validation data and knowledge
8. that “Company” benefits from validated knowledge, tools, data bases, models, statistics and procedures at MARIN
9. that MARIN will receive governmental funding (“TKI surcharge”) if participation of industrial partners in the validation process of knowledge developed in MARIN navigation plans is demonstrated by signing the Agreement
10. that MARIN will use this governmental funding (“TKI surcharge”) for stimulating and enhancing collaborative research in “Joint Industry Projects”
11. that MARIN discusses the Navigation plan with “Company” at fora such as the MARIN R&D Seminar, the FPSO Research Forum, the Vessel Operator Forum, and the Cooperative Research Ships (CRS)
12. that the content of the MARIN Navigation plans are agreed with the MARIN Advisory Board and the Board of the “Topconsortium for Knowledge and Innovation Maritime” (TKI Maritiem).

Parties agree to cooperate within this “Public Private Partnership” as follows:

Article 1

1. MARIN can use the results of “Project” for validation of its knowledge, tools and procedures as part of the research in this Navigation plan, subject to the conditions put forward in Article 2 and 3

below.

2. MARIN can administer the turn-over of “Project” for obtaining additional governmental funding from the Dutch Ministry of Economic Affairs through the “TKI surcharge scheme” for its research programme to support “Joint Industry Projects” in which “Company” can participate.

Article 2 Intellectual property rights

1. Knowledge (drawings, reports, calculations, etc) that existed within “Company” before the start of the project, and that is brought/used within the project, remains the property of “Company”.
2. All results from the MARIN research programme and its Navigation plans, using the results of “Project”, will remain the property of MARIN.
3. The validated knowledge, tools, and procedure remain property of MARIN.
4. The set-up of the research with the governmental funding in Joint Industry Projects fully complies with the ‘RD&I aid framework’ and the ‘TKI surcharge scheme’.

Article 3 Publications

Given the public funding MARIN receives for its research, MARIN strives to publicize research results from the “Public Private Partnership” as much as possible.

Publications of validation results by MARIN are only possible under the condition that:

1. No reference is made to details of the specific ship or structure under consideration unless otherwise agreed by the parties in writing;
2. If anonymised results of “Project” are used for the publication, “Company” is duly acknowledged if so desired.

Article 4 Other

Disputes that cannot be solved amicably by the parties will only be submitted to three arbiters under the regulations of the Netherlands Arbitration Institute (NAI) at Rotterdam, or under the arbitration regulations of the International Chamber of Commerce (ICC) in Paris, on the understanding that the party called to account has the right of choice. The arbiters will be given the freedom to choose the law under which they wish to judge the dispute.

All rights and obligations stemming from this agreement are non-exclusive, and non-transferable.

MARIN will also invite other companies to join this “Public Private Partnership”.

Signature:

Date:

MARIN

Signature:

Date:

Company:

Witnessed by ‘Topconsortium for Knowledge and Innovation Maritime’ (TKI Maritiem)

Representative:

Signature:

Date: