|  |  |  |  |
| --- | --- | --- | --- |
| logofire-standardresolution |  |  | jaune |

**Agreement for the Use of the Fed4FIRE Testbed for Experimentation**

This Agreement for the use of the Testbed (hereinafter referred to as the “Agreement”) is executed by and between:

1. [FULL NAME + LEGAL FORM], located at [ADRESS] and hereby duly represented by [NAME+TITLE], hereinafter referred to as the “Experimenter”
2. **Interuniversitair Micro-Electronica Centrum vzw**, a non-profit organisation duly organized under the laws of Belgium, Register of Legal Entities Leuven VAT BE 0425.260.668, with its registered office situated at Kapeldreef 75, 3001 Leuven, Belgium and hereby duly represented by Luc Van den hove, President and CEO, hereinafter referred to as “the Coordinator” or “IMEC”
3. [FULL NAME + LEGAL FORM],, with its registered office situated at [ADRESS] and hereby duly represented by [NAME+TITLE], hereinafter referred to as “[SHORT NAME]” or “Provider”

parties 2 to ... jointly referred to as the “Fed4FIREplus Partners”

parties 1 to ... referred to individually as the “Party” and jointly as the “Parties”

* WHEREAS the European Commission on the one hand and the FED4FIREplus Partners together with several other partners (hereinafter called the “Beneficiaries”) on the other hand have entered into a grant agreement under the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020), Call: H2020-ICT-2016-2017, Topic: ICT-13-2016 for the implementation of the project entitled “Federation for FIRE Plus“ (hereinafter referred to as “FED4FIREplus”);
* WHEREAS the purpose of FED4FIREplus is to provide, run and further improve Fed4FIRE’s “best-in-town” federation of experimentation facilities covering technologies ranging from wireless, wired, cloud services and open flow for the Future Internet Research and Experimentation initiative;
* WHEREAS the FED4FIREplus platform consists of individual testbeds and tools put at the disposal by different resource providers;
* WHEREAS the Experimenter through the execution of the submitted proposal (attached to this agreement) (hereinafter referred to as the “Proposal”) has applied to use of Testbed (as defined below) to be provided by the Fed4FIREplus Partners identified above;
* WHEREAS the Parties agree that the Experimenter is entitled to use the Testbed subject to the terms and conditions described hereunder;

NOW, THEREFORE, the Parties agree as follows:

# Definitions

When used the following words shall have the meaning as detailed hereunder:

## “Experiments” means the experimentation activities undertaken by the Experimenter for testing new ideas and technologies in the area of computer networking. Details of the Experiment can be found in the Proposal submitted by the Experimenter.

##  “Platform” means the FED4FIRE testbed resources and tools in the FED4FIREplus federation. The Platform has been constructed for experiment-driven research activities, where experiment-driven research is defined as any activity that furthers the Experimenters’ knowledge and/or understanding of concepts, algorithms, protocols of wireless solutions, provided that this activity is legal.

##  “Testbed” means the specific FED4FIREplus facilities and software platforms as detailed in Proposal

# Scope

## Subject to the terms and conditions set forth in the Agreement, the Experimenter is hereby granted the non-exclusive, non-sub licensable, non-transferable right to use the Testbed for the performance of Experiments. Any other use of the Testbed by the Experimenter than the use expressly described in the Experiments is not permitted.

## Experimenter shall not:

* rent, lease, transfer or sub-license the Testbed, nor permit any third party to do so;
* use the Testbed to host commercial activities or in a way that limits the rights of others to use the Testbed;
* remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in Testbed;
* reverse engineer, decompile, disassemble, re-engineer, translate, integrate, adapt, create derivate works or updates of the Testbed or any part thereof nor permit, allow, or assist any third party to do so.

## The Experimenter acknowledges and agrees that besides the terms and conditions detailed in this Agreement, specific regulations of the Provider may apply. These will be detailed by the Provider if applicable and will be annexed to this agreement. It is the Experimenter’s responsibility to remain aware of all applicable regulations and of any changes made to them.

## If there is evidence that the actions of the Experimenter are adversely impacting the quality offered by the Platform, each Fed4FIREplus Partner is empowered to take reasonable measures to terminate or reprioritize usage in order to protect the overall operation of the Platform.

## Should the Experimenter’s usage imply giving access to the Testbed to third parties, the Experimenter understands it will need to gather explicit consent from the Provider and agrees to enforce any restrictions imposed by the Provider and accept to fulfill its legal obligations as a service provider regarding data protection and retention laws.

# Responsibilities - Support

## The Experimenter is responsible and liable for any and all actions performed by using the Testbed. The Experimenter undertakes that it shall:

* comply with all instructions and regulations relating to the use of the Testbed;
* not use the Testbed in a manner which is or is likely to adversely affect the Testbed or which may disturb the working of, interfere or damage the Testbed or any other system. In case of misuse, the Experimenter is responsible for restoring all damages to the Testbed and is responsible for any loss and damages incurred;
* not interfere with others’ work or attempt to invade their privacy;
* not use the Testbed in a manner that may damage the Fed4FIREplus Partners good name and reputation or may infringe the intellectual or industrial property rights of a Fed4FIREplus partner or any other third party. Copyright, other intellectual property right and data protection legislation must be observed by the Experimenter.

## The use of the Testbed is at Experimenter’s own risk and responsibility. The Fed4FIREplus Partners do not assume any liability in regards to interruption, corruption, loss or disclosure of services, processes and data hosted on the Platform. The Experimenter acknowledges and agrees that the Fed4FIREplus Partners is unable to ensure that the Testbed is or will remain available uninterrupted.

## The Experimenter shall take appropriate measures to protect their credentials and prevent their use by third parties. The information the Experimenter provides when requesting an account should be correct. The Experimenter is be responsible for all and any loss or damages incurred by them and/or the Beneficiaries as a result of any unauthorized transfer by them of their password.

## The Experimenter will receive the support as described in the document ”Detailed Call information”, available on the Fed4FIRE website. The support is provided on a reasonable effort basis”.

# Resources and financial provisions

## The Provider commits to provide the Testbed and manpower resources for support (as described herein) to the Experimenter free of charge and on a reasonable efforts basis.

## he Experimenter confirms having the necessary resources to perform the Experiment.

# Intellectual property – Consent to use data

## The Results achieved by the Experimenter using the Testbed will be owned by the Experimenter.

## The Experimenter will deliver a final report describing the results of the Experiment and the experience gained in using the Testbed. This final report can be made public by each Beneficiary.

## Publications and demonstrations made based on the results of the Experiment should clearly mention the usage of the Testbed and the Provider and refer to the Project even if the publication or demonstration takes place after the end of the Experiment.

## The Experimenter agrees the Fed4FIREplus Partners may monitor the Testbed and traffic for vulnerabilities and conformance to authorized use and may collect and use data and information, including but not limited to the information about Experimenter’s use of the Testbed. This information, provided it is anonymized, can be used by the Fed4FIREplus Partners to improve the Testbed.

# Liability – Warranty

## The Fed4FIREplus Partners do not give any warranty whatsoever with respect to the Testbed, support and all information provided hereunder including, but not limited to, any express or implied warranty for use, availability, reliability, quality, fitness for a particular purpose or non-infringement of third party intellectual property rights. They are provided “AS IS”.

## Neither Fed4FIREplus Partner is liable for any failure due to the direct or indirect use, loss of use, or delay in delivery of the Testbed or the services provided herein, unless the Experimenter can show wilful misconduct, fraud or deceit by such Fed4FIREplus Partner. Neither Fed4FIREplus Partner (and the other Beneficiaries) shall be liable for costs of procurement of substitute goods, property damage, personal injury, profit loss, business interruption, or for any other special, indirect, consequential or incidental damages, however caused, whether for breach of warranty, contract, tort or negligence, strict liability or otherwise.

# Term and termination

## The Agreement enters into force on [TO BE COMPLETED] for a period of [TO BE COMPLETED], unless sooner terminated in accordance with article 7. The Experimenter acknowledges and agrees that its authorized use of the Testbed is only effective during the term of the Agreement.

## The Experimenter’s right to use the Testbed and this Agreement are automatically and without notice from the FED4FIREplus Partners terminated if the Experimenter fails to comply with any of the obligations detailed in this Agreement.

## Upon termination of this Agreement, the Experimenter shall immediately discontinue all use of the Testbed.

# Applicable law

## The Agreement is governed by the laws of Belgium without reference to its conflict of law principles. Any dispute arising out of this Agreement shall be settled by the competent courts located in Brussels (Belgium).

# Miscellaneous

## The Experimenter represents and warrants that the Testbed shall not be evaluated or employed for the purpose of use in the design, development, production, stockpiling or use of weapons of mass destruction, such as nuclear, chemical or biological weapons or in any manner for a military end use or with a military end-user. The Experimenter shall comply with applicable laws and regulations controlling the export of technical data, computer software and all other export controlled commodities and ensures that it will not include the participation of persons on any restricted party listing in accordance with applicable national and international regulations. The Experimenter agrees to indemnify, defend and hold harmless the Fed4FIREplus Partner from any and all claims, damages and other liabilities resulting from the Experimenter’s violation of any applicable export regulations.

## The Parties may sign and deliver this Consortium Agreement by electronic or facsimile transmission. Each Party agrees that the delivery of this Consortium Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each Party may use such electronic or facsimile signatures as evidence of the execution and delivery of this Consortium Agreement by the Parties to the same extent that an original signature could be used.

**AS WITNESS, the Parties have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages.**