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| **Appendix to PPI Agreement** Public Private Innovation Cooperation based on section 22 of the Danish Procurement Act |

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APPENDIX 3.2 Project description

*[Insert description of the PPI project, including without limitation:*

* *Purpose and background of the PPI project*
* *Description of the PPI project’s “research and development”"*
* *The project’s development targets*
* *Description of the parties’ binding development paths/work packages*
* *Plan for completion, including time and activity schedule]*

APPENDIX 3.9 Funding commitment

*[Insert funding commitment from funding provider, including without limitation:*

* *Conditions for the funding*
* *Requirements for settlement and payment*
* *Special requirements, if any, for publication etc.*

*If the PPI project is not supported by an external funding provider, appendix 3.8 may be left out.]*

APPENDIX 3.10 Research agreement

*[If one or more of the parties enter into an agreement with a research or knowledge institution, a separate research agreement must be concluded, which regulates:*

* *The research or knowledge institution’s contribution to the PPI project.*
* *The research or knowledge institution’s rights and publication of research results.*

*Research and knowledge institutions are governed by special rules (e.g. the University Act and the Research Patent Act) regarding freedom of research and the obligation to publish research and development results.*

*Inspiration for a research agreement may be found via the Ministry of Education and Research* [*www.ufm.dk/modelaftaler*](http://www.ufm.dk/modelaftaler)*.*

*If the research or knowledge institution is to be a party to the agreement, the agreement must be adjusted accordingly, see clause 3.9, second sentence of the agreement.]*

APPENDIX 4.1 definition of "complete openness”/”partial openness"

*[[ALTERNATIVE 1] Definition of "complete openness".*

*Insert the parties’ understanding of “complete openness” of the common project results. The consideration behind “complete openness” is:*

* *For the public party, “complete openness” can ensure transparency and observance of the principle of equal treatment and contribute to ensure that illegal state aid is not paid to the private party/-ies.*
* *For the private party/-ies, “complete openness” can ensure that the private party is not disqualified in connection with the public party’s future procurements.*

*For the public party, it may be a description and the scope of publication and communication of foreground knowledge.*

*For the private party, it may be a description of the Open Access, Open Source, Open Data used in the PPI project. If the "open access" can become “closed access”, the public party must take into account authority, tender procedure and illegal state aid, see Alternative 2.*

*If the parties choose Alternative 1, we recommend to choose Alternative 1 for the entire agreement. If the parties do not wish “complete transparency”, Alternative 2, which handles protection of intellectual property rights and state aid, may be chosen.*

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#### *[ALTERNATIVE 2] Definition of "partial openness".*

*Insert the parties’ understanding of “partial openness” of the common project results. If the PPI project is completed in “partial transparency” about the common project results, the public party shall ensure that (a) there is authority, (b) that any external funding commitments allow partial openness of project results, (c) that the procurement consequences of that choice are thought through, and (d) ensure on an ongoing basis that an advantage is not granted to the private party/-ies which may constitute illegal state aid.*

*The public party shall at the start of the PPI project together with the private party/-ies prepare preliminary state aid accounts, and final state aid accounts must be prepared at the end of the PPI project.*

*The preliminary state aid accounts should include:*

* *The parties’ (1) contribution (hours, resources, know-how, etc.) to and expected (2) gain (value of results, the market value of licences, etc.) of the PPI project (including the right of commercialisation).*
* *Description of the conditions for determining paragraphs 1 and 2*
* *The compensation method (the difference between contribution and gain), for the purpose of the final staid aid accounts, by way of e.g. lump sum payments, royalty scheme, additional project contributions, hours or otherwise agreed between the parties.*

*The parties should state all relevant matters and conditions for the parties’ legal state aid assessment in the state aid accounts. Information is given about:*

* The state aid rules, the de minimis regulation and the general block exemption regulation in *"Statsstøttehåndbogen", 2017, (*[*https://em.dk/media/11922/01-12-statsstttehndbog-2017docx.pdf*](https://em.dk/media/11922/01-12-statsstttehndbog-2017docx.pdf)*), and about*
* The state aid rules for research and development cooperation in *“Vejledning om statsstøttereglerne for danske forskningsinstitutioner", 2017 (guidelines on the state aid rules for Danish research institutions), (*[*https://dkuni.dk/wp-content/uploads/2019/02/vejledning-om-statssttte-for-offentlige-forskningsinstitutioner.pdf*](https://dkuni.dk/wp-content/uploads/2019/02/vejledning-om-statssttte-for-offentlige-forskningsinstitutioner.pdf)*)*

*If the parties choose Alternative 2, we recommend to choose Alternative 2 for the entire agreement.]*

APPENDIX 5.2 PROCESSOR AGREEMENT

*[Insert the parties’ processor agreement, see clause 5.2.*

*Inspiration for the processor agreement may be found here:*

* *The Data Protection Agency:* [*https://www.datatilsynet.dk/generelt-om-databeskyttelse/vejledninger-og-skabeloner/*](https://www.datatilsynet.dk/generelt-om-databeskyttelse/vejledninger-og-skabeloner/)
* *KL:* [*https://www.kl.dk/okonomi-og-administration/digitalisering-og-teknologi/databeskyttelse-og-informationssikkerhed/information-om-forordningen/databehandleraftaler/*](https://www.kl.dk/okonomi-og-administration/digitalisering-og-teknologi/databeskyttelse-og-informationssikkerhed/information-om-forordningen/databehandleraftaler/) *´*
* *Dansk Erhverv:* [*https://www.danskerhverv.dk/varktojer/databehandleraftale---modelontrakt/*](https://www.danskerhverv.dk/varktojer/databehandleraftale---modelontrakt/)

*If the agreement does not include processing of personal data, appendix 5.2 may be left out]*

Appendix 8.1 Budget

*[Insert the parties’ budget (the financial limit of the PPI project), including the public party’s fee for the services provided.*

*All amounts must be stated excl. of VAT and other taxes, unless otherwise agreed between the parties in the agreement]*