

Intellectual Property Agreement

for Cooperation in the Context of the Benchmarking of Cluster Organisations and the Use of Related Materials Provided by ESCA for this Purpose

Between

European Secretariat for Cluster Analysis (ESCA), c/o VDI/VDE Innovation + Technik GmbH (VDI/VDE-IT), Steinplatz 1, D-10623 Berlin, referred hereafter as "ESCA"

And

Organisation: _____ ,

Address: _____ ,

Nominating the following employee to become an external expert for benchmarking activities of cluster organisations together with ESCA:

Title, First Name, Name: _____ ,

referred hereafter as "the Benchmarking Expert"

ESCA and (Organisation Name) _____
jointly referred as "Parties"

Preamble

Over the years, ESCA has developed a methodology to perform a benchmarking of cluster organisations. The benchmarking consists of two parts: A benchmarking interview and the data analysis resulting in an individual benchmarking report. Whereas the latter always has to be performed by ESCA (due to the fact that all comparative data and the routines for data analysis must be hosted at one point), the interviews can be conducted by any (local) Benchmarking Expert, who has to be appointed by ESCA after having participated in an according interview training provided by ESCA.

ESCA is interested in establishing an international network of approved Benchmarking Experts for disseminating the methodology and for conducting benchmarking interviews according to a given interview guideline. ESCA furthermore encourages all approved Benchmarking Experts to raise interest among cluster organisations in participating in the ESCA benchmarking projects.

The Parties agree as follows:

1. The Parties agree to perform any benchmarking projects in good cooperation and with due diligence.
2. The parties agree to handle all data strictly confidential which was assessed during any benchmarking project.
3. Concerning potential incomes and expenses in relation to the performance of any benchmarking projects, the Parties in all cases will conclude a separate individual agreement.
4. ESCA can perform complete benchmarking projects without involving any external experts. The Benchmarking Expert however in any case will always have to involve ESCA for the data analysis and the elaboration of the individual benchmarking report. The Benchmarking Expert and his/her employing organisation ensure to inform ESCA in advance of all his/her planned benchmarking exercises in written form and that all activities are performed jointly with ESCA.
5. An approval of Benchmarking Experts relates to the individual person, not to his/her employing organisation. An approval of a Benchmarking Expert however automatically expires upon any change of his/her employing organisation.
6. ESCA is not required to accept every interested individual person applying to become a benchmarking expert. Upon refusal of an individual person, specific reasons will be explained.
7. ESCA provides a training for selected individuals to be enabled to act as a Benchmarking Expert after signature of this Intellectual Property Agreement. In order to be eligible for a training, professional experience of the potential Benchmarking Expert in cluster management and/or the evaluation of clusters and/or cluster policy is mandatory.
8. ESCA provides a benchmarking interview guideline and a sample benchmarking report to the Benchmarking Expert. Additionally, ESCA is available for the Benchmarking Expert for any clarification questions in relation to the interview guideline and the entire benchmarking methodology as such. The benchmarking interview guideline is mandatory and cannot be changed by the Benchmarking Expert without written consent of ESCA.
9. The Benchmarking Expert and his/her employing organisation ensure that ESCA's copyright of all materials received is acknowledged.
10. After having trained a Benchmarking Expert, ESCA requires at least two benchmarking interviews to be performed by the Benchmarking Expert within six months after the training, after that two benchmarking interviews within one year, in order to maintain the approval status of the Benchmarking Expert.
11. The Parties agree on a general openness to jointly discuss issues of further development of the methodology of benchmarking of cluster organisations.
12. The agreement is permanent, if not terminated due to insufficient activity of the Benchmarking Expert (see 10.). The Parties have the right to terminate the agreement in written form without any reasons with three months period of notice.
13. If the agreement is terminated, whatever the cause of the termination is, the Benchmarking Expert and/or the employing organisation will return to ESCA and/or delete any electronic or printed copy of the materials received.

14. The agreement is submitted under German law. Any litigation relating to this agreement, its interpretation or execution, which cannot be resolved amicably, will be submitted to the Berlin courts.

Signed on behalf of VDI/VDE-IT:

Signed on behalf of the employing organisation of the
Benchmarking Expert:

Peter Dortans
(Managing Director)

Name:

Date:

Position:

Date:

Company stamp:

Dr. Werner Wilke
(Managing Director)

Content of this agreement acknowledged by the
Benchmarking Expert:

Date:

Name:

Content of this agreement
acknowledged by ESCA:

Position:

Date:

Name:

Position:

Date:

Helmut Kergel
(ESCA)