

## Terms of Use – NUGENIA Open Innovation Platform (NOIP)

*This is a **short summary** of the Terms of Use.*

### **The main objectives of NOIP are:**

**Empower and Engage** members of NUGENIA association (shortly NUGENIA) on international level to collect and develop project ideas in Generation II and III nuclear technologies.

**Disseminate** the content of the so-called NUGENIA Templates 1 and 2 (shortly “templates”) to the NOIP Registered users.

**Facilitate** the communication between the Registered users through the Members directory (with up to date complete contact details) and social features of the NOIP tool (adding comments, likes, rating)

### **As a NOIP Registered user you are free to:**

**Read and Print** the content of the templates and Members directory

**Share and Reuse** the content of the templates

**Contribute to and Edit** the templates

### **Under the following conditions:**

**Responsibility** – You take responsibility for all type of your contributions (NOIP only hosts the content of the templates and contact details within its database).

**Lawful Behaviour** – You do not violate copyright or other laws.

**No Harm** – You do not harm the NOIP software infrastructure.

**Terms of Use** – You adhere to the below Terms of Use when creating your password as NOIP Registered user.

### **With the understanding that:**

**The access to the NOIP platform is reserved to any NUGENIA member** having requested to log in and created the password as a NOIP Registered user, under the condition that this access was approved by the Contact person representing the member organisation in NUGENIA.

**The templates are made available for download** in the “read/edit” format by any NOIP Registered user

**The NUGENIA Association does not take responsibility** for any further distribution of the downloaded templates by the NOIP Registered users

**The content of the templates on project ideas and projects is for informational purposes only** and their use does not obligate any NOIP Registered user to take particular actions for protecting their content.

**The Proposer of the project idea** (Registered user who submitted Template 1 or 2) is considered as a main author and has all rights to follow the project creation process or delete a submitted template at any stage

*Disclaimer: This summary is not a part of the Terms of Use and is not a legal document. It is simply a handy reference for understanding the full terms. Think of it as the user-friendly interface to the legal language of our Terms of Use.*



## Terms of Use - NUGENIA Open Innovation Platform (NOIP)

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*...this one stop shop allows for the entire NUGENIA project creation process to be efficient, transparent and inclusive, so that all NUGENIA members can express interest, suggest ideas and offer their know-how... – [NOIP developers' statement](#)*

Welcome to NUGENIA Open Innovation Platform! The Nuclear Gen II & III Association (“NUGENIA”, “we” or “us”), is International Non-Profit Association whose mission is pursuing a networking and scientific goals to advance the safe, reliable and efficient operation of the nuclear power plants by facilitating the co-operation among its members.

The NUGENIA Open Innovation Platform, or NOIP for short, is an online collaboration tool for identifying and facilitating the creation of R&D projects in Generation II & III nuclear technologies. NOIP is guided by the approach where effort focuses directly on the most promising ideas, matching end-users' needs. Acting like a marketplace, it brings together seekers and solvers coming in majority but not only from industry, research centres, academia, SME's and technical safety organisations. The tool is based on the stages defined and described in detail in the Project creation process (see NUGENIA Internal rules - Appendix 5.3).

We welcome you (“Registered user”, “you” or the “user”) as a proposer, co-proposer, reader, editor, reviewer, or other type of contributor to the NOIP, and we encourage you to use the NOIP tool developed for the NUGENIA community.

**Before you register, however, we ask that you please read and agree to the following Terms of Use (“Terms of Use”).**

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### I. NOIP – Objectives

The information available in NOIP is intended for supporting the project creation process between NUGENIA members. The purpose of the Platform is to facilitate collaboration between nuclear industry sector (utilities, vendors, SME's, etc.), academia, research institutions, technical safety organisations and any other potential organisation which is a NUGENIA member or would like to become a member.

Two online modules are available for the Registered users – the Members directory and the Project creation process.

The **Members directory** contains information provided in the Application form by the Contact person and it is the sole responsibility of the Contact person to keep the information on the represented organisation up to date. The contact person decides on the procedure (3 options) for managing requests from members of his organisation to become Registered users.

The **Project creation process** contains information provided in the templates submitted by the Registered users and visualise comments and similar type of information reflecting the interest of other Registered users. The process follow up the steps defined in the NUGENIA Internal rules (Appendix 5.3).



## **II. NOIP – Registered user**

By registering to the NOIP (shortly “Platform”), you agree to be bound by the following Terms of Use (the “Terms of Use”) and all applicable laws and regulations. If you do not agree to these Terms of Use, you are not permitted to use the Platform.

If you use NOIP, you represent to us that your Organisation (which employs you or with whom you have a contractual relationship) has authorised you to work with the Platform and that you are complying with the policies and instructions of your Institution at all times during your contributions to the Platform. You agree that you will cease use of the Platform when instructed by the Organisation and agree that NOIP administrators or Contact person of your organisation can unilaterally discontinue your NOIP access at any time and for any reason.

To access NOIP you will be required to complete an online registration form. The Contact person of your organisation will confirm your request to complete the registration.

You are responsible for maintaining the confidentiality of your account and password. You accept responsibility for all activities that occur under your account or password and such use shall be deemed to be use by you. You will ensure that all use of your account fully complies with these Terms of Use. Transfer of the account by you to any other person or entity is prohibited.

## **III. NOIP – Roles of Registered users**

Everything that you read or see on the Platform is provided by its Registered users. The roles of the Registered users are listed below and described in detail in the Annex I:

Contact person

Proposer

Co-proposer

Technical area leader

Technical Subarea leader

Reader

Follower

Writer of comment(s)

Administrator

Provider



#### **IV. NOIP – Content**

The content on NOIP is not intended in any way to be the only source of information and/or communication between NUGENIA members. The Platform is a tool to support the NUGENIA Project creation process described in detail in the NUGENIA Internal rules (Appendix 5.3) and facilitate the transparency and visibility of the project ideas development.

THE CONTENT OF THE PLATFORM IS PROVIDED "AS IS". THE NOIP PROVIDERS AND ADMINISTRATORS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, SUITABILITY OR TIMELINESS OF THE CONTENT, TEXT, GRAPHICS, LINKS, OR COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE PLATFORM, OR ON ANY SITE OR SITES "LINKED" TO THE PLATFORM. THE NOIP PROVIDERS AND ADMINISTRATORS MAKES NO WARRANTY THAT THE PLATFORM WILL BE AVAILABLE, UNINTERRUPTED, ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT THE NOIP PROVIDERS AND ADMINISTRATORS OR ANY THIRD PARTIES MENTIONED ON THE PLATFORM ARE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE PLATFORM OR THE CONTENT OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, EFFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THE PLATFORM OR ANY WEBSITE OPERATED BY ANY THIRD PARTY, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NOIP PROVIDERS AND/OR ADMINISTRATORS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH US, ANY OF OUR SERVICES OR THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

#### **V. NOIP – Use of content**

The Proposer is the owner of the content provided in the submitted online form and uploaded Template 1 and 2 documents. The date of the project idea submission serves as the only reference in relation to this ownership.

Unless otherwise expressly noted, **everything that you read or see on the Platform may be downloaded, copied or used** to support your professional activity within NUGENIA community except as provided in these Terms of Use or with the prior written disclaimer provided by NOIP administrators.



The Registered users have the permission to print, copy, reproduce, transfer, transmit, download, upload and display in public the individual content from the Platform. **This grant of permission is not a transfer of title, and under this permission you may not:**

- use the materials for any commercial purpose, or for any public display (commercial or non-commercial), except for the promotion of the project idea (Template 1 or 2) among potentially interested project partners (members or non-members of NUGENIA);
- remove any copyright, trademark or other proprietary notations from the materials; or
- "mirror" the materials on any other server.

Except if expressly set forth on the Platform, any information you submit to NOIP, including any comments, remarks, suggestions, ideas, notes, drawings, graphics, concepts, or other information, you are giving that information, to NOIP **free of charge and such information shall be deemed to be non-confidential** and NOIP providers and/or administrators shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation, for purpose of NUGENIA Association, without your consent or any compensation to you or anyone else.

NOIP administrators may from time to time monitor, review and, in its sole discretion, modify or delete any postings you make on the NOIP however, they are not obligated to do so.

You agree not to submit or transmit any written material that is unlawful, threatening, libellous, defamatory, obscene, pornographic, profane, or might in any other way violate any law, regulation, or rule. **You are solely responsible for any material you submit to the Platform.** You further agree not to upload, email, post or transmit to, or distribute or otherwise publish through the Platform any written material which disrupts the normal operation of the Platform, including posting or otherwise transmitting material that is not related to the subject at issue or otherwise restricts or inhibits any other user from using the Platform.

#### **VI. NOIP – Links and designs**

As a resource to our visitors, this Platform may provide links to other websites. However, because we do not control the content of the other websites we may link to, and due to their constantly changing nature, we cannot be responsible for the content, practices or standards of third-party sites. NOIP providers and/or administrators do not endorse the content on any third-party websites. NOIP providers and/or administrators are not responsible for the content of linked third-party sites, sites framed within the Platform, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites.

The NOIP providers and/or administrators make no warranties or representations to you that your use of any materials displayed on the Platform will not infringe the rights of third parties.



Unless otherwise indicated, all NUGENIA or NOIP logos, titles, videos, designs, and marks are trademarks or service marks owned or used by NUGENIA. The use or misuse of any of these marks or other information is strictly prohibited.

#### **VII. NOIP – Collection of information**

Through your usage of the Platform, NOIP may gather certain limited information about you and your Platform usage. We are free to use such information anonymously for any purpose we deem appropriate, including marketing purposes.

When using the Platform, information will be transmitted over a medium that is beyond the control and jurisdiction of NOIP providers and its suppliers. Accordingly, NOIP providers assume no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of this Platform.

#### **VIII. NOIP – Dispute resolution**

We hope that no serious disagreements arise from your use of the NOIP, but, in the event there is a dispute, we encourage you to seek resolution through the dispute resolution procedures or mechanisms provided by NUGENIA Executive Committee. If you seek to file a legal claim against NUGENIA, you agree to file and resolve it exclusively in Brussels, Belgium. You also agree that the laws of Belgium will govern these Terms of Use, as well as any legal claim that might arise between you and us (without reference to conflict of laws principles). You agree to submit to the personal jurisdiction of, and agree that venue is proper in, the courts located in Brussels, Belgium, in any legal action or proceeding relating to us or these Terms of Use.

To ensure that disputes are dealt with soon after they arise, you agree that regardless of any statute or law to the contrary, any claim or cause of action you might have arising out of or related to use of our services or these Terms of Use must be filed within the applicable statute of limitations or, if earlier, one (1) year after the pertinent facts underlying such claim or cause of action could have been discovered with reasonable diligence (or be forever barred).

#### **IX. Application**

These Terms of Use constitute the entire agreement between you and NUGENIA with respect to the use of the Platform and its content. The information provided during your account registration will be treated by NUGENIA in conformity with NUGENIA privacy policy.



## **X. Conclusions**

We appreciate your taking the time to read these Terms of Use, and we are very happy to have you contributing to the future NUGENIA projects while using NOIP online tool.

Through your contributions, you are helping to turn an idea into a real funded project.

*The NUGENIA Open Innovation Platform was developed by LGI-consulting with the technical and financial support of the NUGENIA Secretariat and Euratom FP7 Programme funded by the European Commission within the project SMILE (SNETP Management Implementation, Liaison and Evolution).*

The NOIP provider is LGI-consulting.

The NOIP administrator is NUGENIA Secretariat.



## ANNEX I. Terminology

### Roles within the NUGENIA Association and NUGENIA online tools

#### *“SPECIFICATION OF ROLES BASED ON THE NUGENIA INTERNAL RULES”*

##### **Roles within NUGENIA Association**

*Authorised Representative (AR)* – Authorised Representative is the person who is authorised to act on behalf of the organisation and to assume obligations. Responsibilities vis-à-vis the NUGENIA Association are primarily to nominate the Contact Person and sign the Application Form. If no other organization representative is nominated and updated in the NUGENIA Members Directory (Organisation profile) at a later stage, the Authorised representative is also considered as the official representative at the NUGENIA General Assembly.

*Contact person (CP)* – Contact person is the main interface between the Member organisation and NUGENIA. CP assures that the contact information of the organisation (such as name of the organisation, abbreviation, registered address, invoicing details, email addresses, etc.) provided in the Application form are up to date in the NUGENIA Members directory (accessible through NOIP). The CP has the duty to update this information to assure the distribution of information to the Secretariat and NUGENIA members. If the CP changes the General Assembly or Authorised representative informs the Secretariat. The leaving CP has to assure creation of the NOIP account for the new assigned CP and attribute the role of CP to the new person within the Platform.

*General Assembly (GA) representative* – General Assembly representative has the right to participate and vote at the NUGENIA General Assembly. This role can be delegated by the Authorised representative to any person within its organisation following its internal procedures. The information on the GA representative provided in the NUGENIA Members Directory is to be considered by the Secretariat for GA invitations and participant’s eligibility check.

*Invoice contact person (ICP)* – Invoice contact person is responsible for the processing of the membership invoices prepared by the NUGENIA Secretariat. The original invoices are addressed to the Invoice contact persons by regular mail as well as the electronic versions of the invoices sent by email (with copy to the CP)

##### **Roles within the management of the NUGENIA Association**

*Executive Committee (ExCom) representative* – one of the 14 elected ExCom members with the roles defined in the NUGENIA Internal rules. Within NOIP the ExCom representatives intervene in the Step 8.

*Secretariat representative* – one of the 6 Secretariat members supporting the activities of the ExCom. Within NOIP the Secretariat representatives intervene as Platform Administrator.





## **“SPECIFICATION OF ROLES BASED ON THE NOIP TERMS OF USE”**

### **Roles within NOIP**

*Registered user* – The personnel of any NUGENIA member can request the access to the NUGENIA Open Innovation Platform.

- *Contact person* – The CP confirms the requests of its organisation personnel to join NOIP or invites restricted group of NOIP users to join. The CP is informed by notifications on submission of templates by the Registered users of its organisation. The CP is fully responsible for the data and contact information provided in the NUGENIA Members Directory
- *Proposer* – The Proposer is a Registered user submitting project idea under Template 1 or 2. The Proposer is considered as the main author of the project idea and its owner.
- *Co-proposer* – The Proposer can add to the submitted project idea a co-proposer who participated on the preparation of the template to highlight its contribution.
- *Technical area (TA) leader* – The TA leaders are providing feedback to or publishing the project ideas submitted under templates 1 and 2. Their responsibility is to assure that the project idea is submitted under the right principal TA.
- *Technical subarea (SA) leader* – The SA leaders are providing feedback to or publishing the project ideas submitted under templates 1 and 2. Their responsibility is to assure that the project idea is submitted under the right technical subarea.
- *Reader, Follower, Writer of comment(s)* – All Registered users have access to the information in the NUGENIA Members Directory and submitted templates. They can read, download or print the information available in the NOIP, comment it, add “like” and rate the project idea to make it more visible for other users possibly interested.

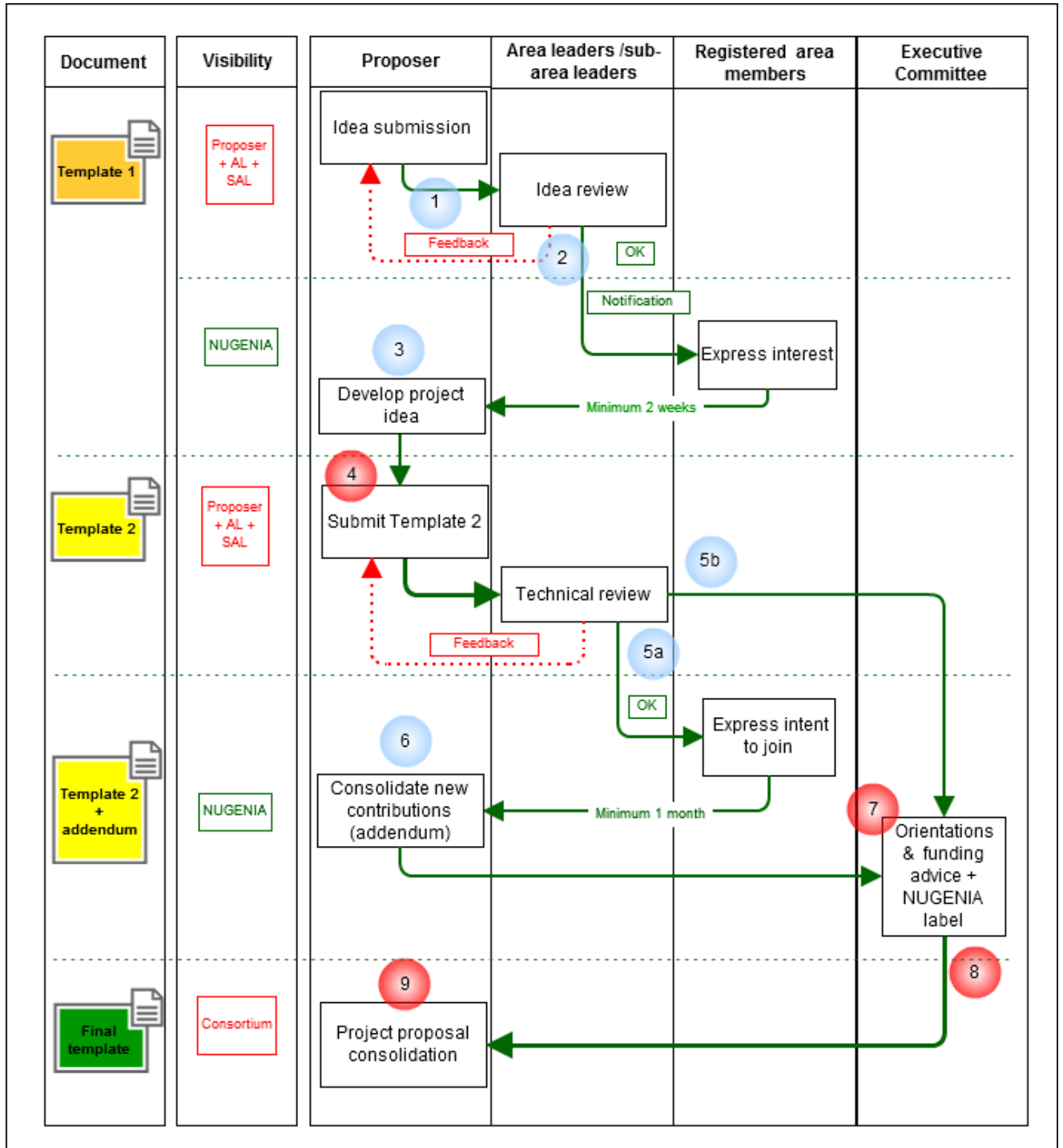
### **Roles within the management of the NOIP**

*NOIP providers* – The personnel of LGI-consulting in charge of the NOIP technical maintenance and where necessary helpdesk

*NOIP administrators* – Members of the Secretariat having access to the full content of NOIP. They have the possibility to block or deactivate Registered user accounts if necessary.

**ANNEX II. Project creation process**

**NUGENIA Project creation process**



The numbers 1-9 represent the stages of the NUGENIA Project Creation Process

explained further in detail



**“EXTRACT FROM NUGENIA INTERNAL RULES”**

**1. Introduction**

The main goals which drive the project creation process are:

- to help a project proposer
- to involve area/sub-area leaders as technical reviewers of a proposal
- to allow all NUGENIA members to be informed and to have the possibility to propose their contribution to the project
- to obtain the advice of the Executive Committee members and orientations on possible funding sources / options
- to supply to the members a consistent and transparent process management through a dedicated web application.

**2. Explanation of process stages**

The associated templates are available on NUGENIA website and NUGENIA Open Innovation Platform.

**Stage 1. Submission of Template 1**

The *proposer* submits a proposal by filling the *Template 1* (see appendix 1) under the dedicated area or sub-area. The *proposer* can be any member of NUGENIA. The *proposer* can change during the process.

A notification email is automatically sent to dedicated area/subarea leaders (AL/SAL).

The proposal is visible only by the Area/Sub-area leader.

**Stage 2. Technical consistency check**

The Area/Sub-area leader checks the technical and scientific consistency of the proposal with the priorities defined in the area roadmap, *within 3 weeks* (by default). If there is an urgent need, the proposer should directly inform the Area/Sub-area leader.

When the subject of the *proposal* fits with the area priorities, the Area/Sub-area leader approves the Template 1. This approval triggers a notification to all members registered under the dedicated area. The Template 1 is then visible to all members.

If the *proposal* doesn't fit with the area priorities or if there is a need to merge several proposals having the same goals, the Area/Sub-area leader sends a notification to the proposer with an explanation and comments. The *proposer* can re-submit a modified proposal.

**Stage 3. Development of the proposal**

Members interested in the proposal can transmit possible contribution in order to improve/feed the proposal. The proposed contributions are made online, but are only visible to the *proposer*.

The proposer can then build a template 2 (see appendix 2) based on received contributions.

Members have at least 2 weeks to make their proposal.



#### **Stage 4. Submission of Template 2**

The *proposer* submits the proposal under the *Template 2* under the dedicated area or sub-area.

A notification email is automatically sent to the dedicated Area/Sub-area leader.

The proposal is visible only by the *proposer* and Area/Sub-area leader.

#### **Stage 5. Technical review of Template 2**

The Area/Sub-area leader checks the technical and scientific consistency of the proposal.

When the subject of the *proposal* fits with the area priorities and if there is no overlap with some other proposals, the Area/Sub-area leader approves the Template 2.

Two paths are then possible:

##### 5a if the proposer seeks additional partners

This approval triggers a notification to all members registered under the dedicated area. The Template 2 is then visible to all members. If the *proposal* doesn't fit with the area priorities or if there is a need to merge several proposals having the same goals, the Area/Sub-area leader sends a notification to the proposer with an explanation and comments. The *proposer* can re-submit a modified proposal.

##### 5b if the proposer and his partners do not seek any additional partner

The Area leader approval triggers stage 7 (solicitation of ExCom). The Template 2 is visible by all members, but not open for expression of interests.

#### **Stage 6. Consolidation of Template 2**

NUGENIA Members have at least one month to express their intent to join.

The *proposer* can consolidate the proposal by the new contributions in an addendum.

#### **Stage 7. Submission of the proposal to NUGENIA ExCom**

The *proposer* can then submit the Template 2 (possibly with the addendum) to the NUGENIA ExCom.

#### **Stage 8. Strategic advice by NUGENIA ExCom**

During the periodic meetings of the NUGENIA ExCom, all proposals having reached stage 7 are reviewed. ExCom members give their advice and orientations on funding sources.

The *proposer* then closes the online project creation process by informing of the next steps.

#### **Stage 9. Finalisation of contract & Monitoring of key milestones**

The project leader finalises all contractual documentation, with templates according to the funding route (NUGENIA Template 3 for a private-private partnership, EU template, etc.).

He is then requested to report on a few key milestones:

- Signature of the contract or grant agreement



- Signature of the consortium agreement among partners of the project,
- Information about the project launch date, name and contact of coordinator, and basic project facts
- Invitation for the intermediate and final workshops of the project.

### **3. Additional rules**

The *Proposer* is automatically member of the possible consortium.