



# The PCP HNSciCloud Contracts

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*All information contained herein is for discussion purposes only and shall not be considered a commitment on the part of CERN or the Buyers group.*

# Contractual Structure

## Framework Agreement

Phase 1  
Work  
Order



Phase 2  
Work  
Order



Phase 3  
Work  
Order

# Contracting Parties

- ☛ **CERN**, for the benefit of the HNSciCloud Buyers Group:



- ☛ **Company** (or consortium of companies)

# Scope and Performance

## ☛ Scope

- ✓ The Framework Agreement covers all 3 PCP phases and entrusts the contractor with the performance of the R&D services, including delivery of the Pilot Hybrid Cloud Model
- ✓ The Work Order for Phase 1 will be awarded together with the Framework Agreement subject to a tendering procedure
- ✓ Work Orders for Phases 2 and 3 will be awarded subject to a tendering procedure (“Call Off”)

## ☛ Performance

- ✓ Compliance with national and international ISO/IEC standards (e.g. ISO/IEC 27001, ISO/IEC 27018, ISO/IEC 19086)
- ✓ At least 50% of the R&D services must be undertaken in EU Member States and/or other countries associated to the EU Horizon 2020 Framework Programme
- ✓ The R&D services must constitute the majority of the total Framework Agreement price

# Key Deliverables

- ☛ **Phase 1:** Report on the design of a Hybrid Cloud Model
- ☛ **Phase 2:** Prototype of the Hybrid Cloud Model
- ☛ **Phase 3:** Use of the pilot platform of the Hybrid Cloud Model, representing 5% of the total commercial end product

# Intellectual Property – PCP Key Principles

- ☛ Ownership of Results and Sideground of R&D services: Contractor
- ☛ Ownership of Background (pre-existing IP): Contractors and members of the Buyers Group, respectively, will keep ownership of their Background IP which they have identified in an annex to the Framework Agreement/Work Orders
- ☛ Access rights: Contractor must grant to the members of the Buyers Group:
  - access to his Results on a royalty-free basis for the own use by each member of the Buyers Group
  - the non-exclusive right to license to third parties the exploitation of the Results under fair and reasonable conditions (without the right to sublicense)
- ☛ Commercial exploitation:

Contractor must ensure that Results are commercially exploited; failure to comply will result in a transfer of ownership of the IPRs from the contractor to the members of the Buyers Group

# Liability, Governing Law, Dispute Resolution, VAT

## ☛ Liability

- ✓ Contractor must indemnify CERN (acting for the benefit of the Buyers Group) against loss and damage arising under the Framework Agreement
- ✓ Limit of liability except for personal injury or death, gross negligence or wilful misconduct

## ☛ Governing law and dispute resolution

- ✓ Governing law: Framework Agreement and, in case of omission or ambiguity, Swiss substantive law
- ✓ Dispute resolution: arbitration

## ☛ VAT

- ✓ All prices under the Framework Agreement are exonerated from taxes and customs duties