TERMS OF COOPERATION

Network of Industrial Research Centres (IReCNet)

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SECTION I

1 Background and Rationale

The main objective of this document is to establish the operational concept of the Network of Industrial Research Centres, highlight its objectives and benefits, as well as introduce the Code of Conduct for the Network of Industrial Research Centres (IReCs[1]). Based on the successful work of the EU-funded Baltic TRAM project,[2] its members decided to establish a sustainable network. The aim of the network is to effectively strengthen cooperation between IReCs, industry and analytical research infrastructures[3] (ARI) to promote the use of analytical research services to solve industrial research challenges.

The Terms of Cooperation for this Network of IReCs (IReCNet) define and verify purpose, objectives, structures and management issues. Thus, they serve as a fundamental source to ensure a common baseline for all operational aspects of IReCNet and also to be the key reference point for the *Memorandum of Understanding for Viable Macro-Regional Cooperation of Research Infrastructures*.[4]

IReCNet has been initiated by the partners of the Baltic TRAM project but it is open for participation from EU or third countries. Private companies, ARIs, universities or regional platforms sharing the wish to foster the use of scientific services by industry/SME can become a member institution of the network.

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[1] By definition, IReCs (Network of the Industrial Research Centres) are typically technology transfer units at universities, non-university research institutions or independent intermediaries which deliver to the business community, located in the respective regions and beyond, information about, access to and consultation on applications of material research services. In the context of the Baltic TRAM project and IReCNet, the material research services are understood as an interdisciplinary field involving the properties of matter and its applications to various areas of science and engineering, including physics and chemistry, as well as chemical, mechanical, civil and electrical engineering. In materials science, rather than haphazardly looking for and discovering materials and exploiting their properties, one instead aims to understand that materials can be developed and that new materials with the desired properties can be created. The basis of all materials science involves relating the desired properties and relative performance of a material in a certain application to the structure of the atoms and phases in that material through characterisation (source for the definition: https://www.sciencedaily.com/terms/materials_science.htm, 29.10.2018. For the full definition of material research in the context of IReCNet, please refer to Annex 1.

[2] The Baltic TRAM – Transnational Research Access in the Macro-region project is funded by the Interreg Vb Baltic Sea Region Programme between March 2016 and February 2019

[3] The Directorate-General for Research European Commission defines Research Infrastructures as "facilities, resources and related services that are used by the scientific community to conduct top-level research in their respective fields and cover major scientific equipment or sets of instruments; knowledge-based resources such as collections, archives or structures for scientific information; enabling Information and Communications Technology-based infrastructures such as Grid, computing, software and communication, or any other entity of a unique nature essential to achieve excellence in research. Such infrastructures may be "single-sited" or "distributed". (European Commission: Legal framework for a European Research Infrastructure Consortium – ERIC Practical Guidelines, DOI: 10.2777/79873.) In alignment with this definition, ARIs in these Terms of Cooperation refer to facilities, resources and services that are needed by the scientific and technological communities to conduct basic or applied research in the whole range of scientific and technological fields like laboratory apparatus, laser labs, synchrotrons or neutron sources.

[4] Baltic TRAM Output 3.2 Memorandum of Understanding for Viable Macro-regional Cooperation of Research Infrastructures

The network offers enterprises competent assistance in solving analytical challenges using scientific methods. Companies will get fast and easy access to a great variety of scientific services provided by IReCNet, whilst network members benefit from a wider range of potential customers attracted by the network. IReCNet will hence strengthen the innovation potential of regions.

Furthermore, the IReCNet will strive to continuously improve its knowledge about the changing demand and emerging trends of research services through structured cooperation with innovation agencies and regional development companies.

2 Purpose and Strategy of the Network of Industrial Research Centres

The IReCNet facilitates access of businesses located in the Baltic Sea Region (BSR), the EU or third countries to analytical research services required for commercialisation, product or technology improvement or the development of completely new products.[5] Thus, it responds to the following needs:

- o Raising awareness of opportunities

- o Spreading knowledge of techniques

- o Closing the access gap.

IReCNet improves macro-regional distributed innovation systems. The network benefits both the companies that receive valuable help to resolve economically relevant challenges and ARIs that are able to attract new customers and once again demonstrate their social added value with the increased demand for their services.

The network links the needs of local businesses with the required scientific expertise – in line with the EU's Research and Innovation Strategies for Smart Specialisation (RIS3) – and also strengthens trans-regional Smart Cooperation by providing research opportunities that are not locally available.

The overarching goal of IReCNet is to increase the use of ARIs by applying scientific methods to solve problems at the product or process level. The network services are aimed at both small and medium-sized enterprises (SMEs)[6] and large companies.

Therefore, the IReCNet develops its own "*Smart Cooperation Strategy*" in science, taking various factors into account, such as:

- o Evolving material science[7] excellence results

- o Evolving excellence-based services and the competencies required to effectively disseminate them

- o Evolving global demand leading to adjustments to production and distribution of goods and services

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[5] The development of new products may include activities in basic research as well.
[6] Small and medium-sized enterprises (SMEs) as defined in the EU recommendation 2003/361. Source: http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en. However, Baltic TRAM considers the on-going (consultation period: 6 February 2018 – 6 May 2018) EU-wide consultation on the definition of an SME which by autumn 2018 might result in a slightly adjusted reference point for further operational needs of Baltic TRAM.
[7] For the full definition of material research in the context of IReCNet, please refer to Annex 1 IReCNet Research Areas

- o Evolving economic basis of the regions, taking well established and emerging industries into account
- o Evolving innovation policies (e.g. RIS3) in regions

IReCNet *Smart Cooperation Strategy* is based on two pillars:

a) **Alignment of offered services by IReCs** at the regional and macro-region level to business demand and the defined RIS3. The strategy of the IReCNet is founded on the mapped industrial base[8] of the core geographical area and the common Baltic Sea Region RIS3 which include: Health and Wellbeing, Digital Growth, ICT and Industrial Modernisation, Energy and Green Industries, Advanced Materials, and Emerging Industries.

b) **Bridging the gaps in the research services on offer.** These gaps may have been caused by companies that are not in the focus of the RIS3, or by emerging industries or disruptive innovation. This demand will be addressed by transnational access to complementary laboratory structures offered by IReCNet members.

3 Definition of IReCs and the Network of IReCs

The IReCNet members are analytical research infrastructures, research and technology transfer units of universities, and research units or independent intermediaries that deliver to the business community, located in the respective regions and beyond, information about, access to and consultation on applications of material research services.

The key reference point elaborating on the characteristics and criteria which an IReC must fulfil is the *"Terms of Reference for the Baltic TRAM Industrial Research Centres".*[9] However, in view of the latest developments of Baltic TRAM, this document presents an updated variant of the ToR for the Baltic TRAM Industrial Research Centres.

By definition, an IReC needs to be represented by a legal entity: an association, foundation, corporation or other organisation that has legal standing in the eyes of law and has legal capacity to enter into agreements or contracts.

The IReCs have two types of operations: external, i.e. interactions between the IReC members and the external environment, and internal, i.e. interactions among the IReCNet members.

There are two basic functions in each IReC:

a) **Provider of analytical research services:** As a provider, they offer and carry out research and consultation services. In addition, they can pass industrial customers on to other providers, e.g. to ARIs and Commercial Research Organisations (CRO)

b) **Broker for analytical research services:** As a broker, they exclusively pass industrial clients on to providers, and are thus subcontracting.

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[8] Stenvall-Virtanen, Sari (2018). Review on regional resources and further development of Analytical Research Infrastructures. The needs and potential for macro-regional cooperation in the BSR, pp. 11-12;
[9] Baltic TRAM Output 4.2 Terms of Reference for the Baltic TRAM Industrial Research Centres (for HLG approval), October 2017.

In addition to the above-mentioned basic functions, each IReC fulfils the following activities in the IReCNet:

- o Market the IReCNet and its research services.
- o Raise awareness, inform, facilitate access to and consult businesses on analytical research services, including shared services (17.2).
- o Invest in identifying forthcoming or latent demand, especially of SMEs for services, through close cooperation with innovation agencies and regional development organisations.

To achieve the overall IReCNet objectives and successfully perform the above-mentioned functions and activities, an IReC must be competent in explaining and mediating analytical research services to businesses according to its qualifications. Each individual IReC will develop and apply a sustainable business model to fulfil these requirements in their regional setting.

IReCNet is driven by the desire to understand and act on research and development challenges companies face by offering efficient, easy and fast access to a transnational pool of analytical services.

The added value of the IReCNet is illustrated by the following points:

- o IReCNet is a unique network for facilitating access to and benefits from analytical research services to businesses at regional, macro-regional and European levels.
- o IReCNet offers and guides industrial customers to find the best solution for their specific needs, drawing from the transnational pool of ARIs and competences of the members.
- o IReCNet has a wide multi-sectoral approach.
- o IReCNet has a proactive approach to finding companies that want to grow but need intensified R&D support to do so.
- o As individual organisations, the members of the IReCNet offer excellence in dedicated fields of applied and basic research. However, only the IReCNet offers a transnational pool of excellence with a much wider variety of scientific disciplines and technologies.
- o IReCNet offers member services both individually and as shared services of multiple network members (refer to 17.2Shared services). IReCNet strives for long-term customer loyalty.

3.2 Membership benefits can be summarised as follows:

- o Closing the knowledge, awareness and locational gaps related to the availability of material science research services (complementary laboratory infrastructures) for all types of businesses, and therefore quantifiable improvement (number of contracts) of the innovation services provided for the regions.
- o Income generation by responding to new market demand and maintaining a strong demand base, hence offering economic benefits for members in the form of a larger potential pool of clients (each member of the network not only receives more but also better matching customers).
- o Common and continuous capacity development of members.

- o Joint marketing activities and thus a larger customer base and visibility through joint branding.

- o Participation in ongoing discussions on possible future joint initiatives for cooperation and capacity building and access to demanding innovation partnerships.

- o Structured and strategic collaboration with other dedicated professional networks.

- o Training events on substance and IReC management and development topics for Industrial Liaison Officers (ILOs[10]) and IReC managers.

- o Joint training and co-creation events for customer companies in certain business/thematic fields.

4 Governance Structure of the Network

The IReCNet will be created as a cooperative network without its own legal personality – it is an organisation of common activities by its members. All members will act in their respective legal frameworks to carry out the decisions and actions taken within the network.

The organisational structure and the rules of operation are described in detail in sections II, III and IV of this document.

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[10] According to European Commission Decision C (2018)4708 of 24 July 2018, 55(90) Industry Liaison Officers (ILO) are appointed […] to stimulate the collaboration among the national industry and the international research infrastructures, providing advice on business opportunities, R&D collaborations, call for tenders and industrial services. http://ec.europa.eu/research/participants/data/ref/h2020/wp/2018-2020/main/h2020-wp1820-infrastructures_en.pdf, Accessed 1.10.2018. In alignment with this EU definition Industrial Liaison Officers (ILO) in the IReCNet are defined as "persons, usually employed by Analytical Research Facilities with 1) an educational background in life sciences, natural sciences or engineering sciences - to be able to understand the scientific problems of industrial customers, 2) a broad overview on analytical measurement methods - to be able to contact other ARIs/IReCs regarding a suitable method, 3) a deeper knowledge on the available analytical methods offered by their own ARI, and 4) the ability to build bridges between ARIs and industry, to do marketing of the RI research expertise, and arrange new research contracts with private sector partners.

SECTION II

5 Purpose and Objectives as Part of the Rules of Procedure

The purpose of this document is to affirm the establishment of the Network of the Industrial Research Centres (IReC), hereinafter called "IReCNet". The document provides the framework for the network, including its objectives, as well as the rights and obligations of the members.

The objectives implemented by the IReCNet are the following:

5.1 General objectives

- o To implement and revise when needed a joint "Smart Cooperation Strategy" (e.g. to enhance cooperation between science and industry in specific geographic regions, industrial sectors or key technology areas and emerging industries).

- o Bearing in mind the earlier Baltic TRAM outreach to other relevant initiatives, the IReCNet will define its collaboration model with other dedicated professional networks once it is at a sufficient level of maturity and has demonstrated more specific research excellence in the field of material research services.

- o To offer to the relevant forums of the Baltic Sea Region, namely the Council of the Baltic Sea States, the Baltic Sea Parliamentary Conference, the National Coordinators and Policy Area Innovation Coordinators of the EU Strategy for the Baltic Sea Region, IReCNet's position on what incentives or support structures would be of value in view of further developing macro-regional framework conditions for the implementation of relevant transnational research and regional development strategies and action plans.

- o To continuously improve the quality of services offered to businesses and industries.

- o To develop the IReCNet by considering its membership expansion based on complementary skills or necessary additional capacity.

- o To develop and update joint marketing and communication plans.

5.2 Implementation objectives

- o To establish a fast and easy-to-use service process to find suitable service providers to address customer inquiries in a timely manner.

- o To facilitate and enhance the cooperation between the members of the network.

- o To organise workshops for e.g. transnational knowledge exchange to improve the skills of the members' staff.

- o To initiate and guide further collaboration and development activities also funded by external funders, e.g. to launch joint actions including common calls funded by third parties.

- o To coordinate joint marketing and communication activities.

This document is not legally binding, but the members recognise that the success of IReCNet depends on adhering to its provisions and supporting the realisation of the above-mentioned general and implementation objectives.

6 Membership

6.1 The organisations signing this document constitute the members of IReCNet. The signatories of the document are duly authorised representatives of the member institutions.

6.2 Universities, non-university research institutions, regional platforms – or their designated institution with legal status – and private companies, sharing the wish and readiness to foster the use of analytical research services by industries and businesses, are eligible for membership.

6.3 The rules for member admission and resignation/withdrawal are presented in chapter 12.

7 Internal Organisation

The organisational structure of IReCNet consists of the following three (3) bodies:

- The General Assembly (GA), the key decision-making and supervisory body, as detailed in chapter 8.
- The IReCNet Office, the executive body chaired by a Coordinator (CO), as detailed in chapter 9.
- Working Groups (WGs), as detailed in chapter 10.

8 The General Assembly

8.1 The General Assembly is the key decision-making and supervisory body of IReCNet.

8.2 Each member of the IReCNet may appoint one (1) representative to the General Assembly (hereafter "Member of the GA"). In general, the representative to the GA should come from the senior management level of the member institution. The member institution reserves the right to change its representative to the GA at any time. The coordinator of the IReCNet Office shall be invited to attend the meetings of the GA without voting rights.

8.3 The GA elects a chairperson from among the Members of the GA (hereafter "IReCNet Chair") to serve for two years. Re-election is acceptable on the preconditions that the tasks of the chair are taken up without lasting for two consecutive terms in a row. The GA may elect two deputy chairs from among the Members of the GA to serve on the same terms as the chair. The chairs will be "supra partes" and will not have a right to vote. If the chair was representing one of the members in the GA, the member must choose someone else for its representation in the GA.

8.4 The GA shall be convened by its chair once a year. Additional meetings will be organised according to the needs.

8.5 The GA may invite appropriate non-member organisations with which IReCNet shares common objectives to attend the meetings.

8.6 Responsibilities of the General Assembly

The GA shall determine the general policy and the procedures of IReCNet and in particular:

a) Approve the annual work plan and progress report submitted by the coordinator of the IReCNet Office

b) Approve the spending of the IReCNet General Budget (as defined in chapter 11) of the previous financial year

c) Approve the General Budget estimates in accordance with the submitted work plan.

d) In case of modification of the in-cash annual participation fee, approve the amounts to be provided in accordance with chapter **Fehler! Verweisquelle konnte nicht gefunden werden.**.

e) Approve the establishment of working groups, if considered necessary (see chapter 10).

f) Deliberate on procedural matters and in particular the internal procedures of the IReCNet Office (see chapter 9).

g) Appoint the coordinator of the IReCNet Office.

h) Approve the access of new IReCNet members (according to chapter 12).

8.7 The chair of IReCNet shall send the proposed agenda to each Member of the GA at the latest fourteen (14) calendar days before a GA meeting. Any agenda item requiring a decision by the Members of the GA must be identified as such on the agenda. During a meeting, the Members of the GA present or represented may agree to add a new item to the original agenda.

The GA shall not deliberate and decide with validity unless at least half of the Members of the GA are present or represented (quorum). In case the quorum is not reached, a new quorate meeting shall be organised within ninety (90) calendar days at the latest.

The chair should strive towards a unanimous decision in all cases. In cases where a unanimous decision cannot be reached, decisions shall be taken by a majority of two thirds (2/3) of the votes cast. There will be only one vote per Member of the GA.

Any member unable to attend a GA meeting may appoint a proxy who must also be a member of IReCNet. A member cannot represent more than one proxy.

The coordinator of the IReCNet Office shall produce written minutes of each meeting, which shall be the formal record of all decisions taken. S/he shall send the draft minutes to all Members of the GA within twenty (20) calendar days of the meeting. The minutes shall be considered as accepted if, within thirty (30) calendar days from sending, no Member of the GA has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

9 The IReCNet Office and the Coordinator

9.1 The IReCNet Office is the IReCNet executive body. Its head, the coordinator (CO), is approved by the GA based on appointment suggestion by the IReCNet Office. His/her mandate will last for two years; a direct renewal for an additional two-year period is possible.

9.2 The IReCNet Office coordinator shall be responsible vis-à-vis the GA for the efficient management of IReCNet, its finances and for ensuring the execution of the decisions of the GA.

9.3 The Network Office is in charge of keeping the documentation, the archive of files and the records of the IReCNet General Budget (as defined in chapter 11). Furthermore, the Network Office and the coordinator are responsible for the following activities:

a) Preparation and organisation of meetings of the GA

b) Preparation and presentation of annual progress reports on financial issues and activities carried out during the last reporting period

c) Compilation of status reports of established working groups for the GA

d) Preparation and presentation of an annual work plan to be presented for approval to the GA

e) Coordination of joint marketing and communication (e.g. website, event calendar, print media) according the GA's approved IReCNet Plan of Marketing Activities (as defined in chapter 18)

f) Coordination of the networks CRM (Customer Relationship Management) system.

10 Working Groups

Members of IReCNet are entitled to submit proposals to establish dedicated working groups, if deemed necessary. The IReCNet Office coordinator will forward all proposals to the GA for approval. Each member is entitled to nominate delegates to participate in the established working groups. Working groups work in a self-organised way. They elect a spokesperson responsible for the contact to the IReCNet Office coordinator. Regular status reports shall be submitted to the IReCNet Office for reporting to the GA.

11 Financial Issues

11.1 The IReCNet aims at becoming a self-sustaining, long-term cooperation structure. The general budget of IReCNet (hereafter referred to as "the General Budget") shall be composed of the contributions of the IReCNet members. These will be of two types: financial contributions and contributions in kind.

11.2 Each member shall provide an annual financial contribution, or a membership fee. The annual membership fee shall be fixed at the time of the signature of this document to be five thousand (5,000) euros. The amount may be modified by decision of the GA.

11.3 Each financial contribution will go to the Joint Fund. The Joint Fund will be used in accordance with the annual work plan approved by the GA. The GA decides on the place of administration of the Joint Fund. The IReCNet Office may draw funds from this account as described in the annual financial plan as part of the annual work plan.

11.4 In addition to the fixed annual membership fee, the members are also entitled to make contributions in kind. All proposed contributions in kind must be approved by the GA before accepted. These contributions in kind, once approved, also form part of the General Budget. When finalising the cooperation agreement for the network, the future member institutions need to decide whether contributions in kind can reduce or replace the annual membership fee.

11.5 The funding of the IReCNet Office staff is part of the General Budget and it is submitted annually to the GA for information. The required human resources for the IReCNet Office are voluntary, predefined contributions in kind by individual institutional entities. The distribution of duties of the IReCNet Office performed by either one institutional entity alone or several institutional entities in a jointly coordinated manner is subject to annual GA approval.

11.6 The IReCNet Office, being in charge of managing and administering the General Budget, shall develop an accounting system that monitors financial contributions and contributions in kind in the General Budget in a fair manner.

11.7 For particular activities, IReCNet may decide to involve other public bodies, trusts or associations. Such third-party organisations are also able to make financial contributions to the IReCNet activities. All third-party contributions must be approved by the GA before being accepted.

12 IReCNet Membership Rules

12.1 Any new legal entity wishing to be a member of IReCNet (under the conditions of chapter 6), shall submit a formal application to the IReCNet Office coordinator who shall inform all members of such an application before presenting the proposal to the GA.

12.2 Potential new members of the IReCNet are assessed on a case-by-case basis by the GA twice a year. Added value of new members to the network and commitment to the Code of Conduct need to be demonstrated and stated in the membership application.

12.3 Participation in IReCNet may be terminated if the GA decides that a member no longer fulfils the criteria for participation, and/or fails to meet its obligations towards IReCNet, and/or acts contrary to the aims, objectives or values of IReCNet.

12.4A member may withdraw from IReCNet at the end of the financial year immediately following that in which it gives written notice of withdrawal.

13 Confidentiality

The members agree that the open exchange of information shall honour the following principles:

13.1 The IReCNet members shall take all appropriate steps to safeguard confidential information. Members treat all information exchanged – orally or in writing – between them as confidential, unless it is clearly marked as non-confidential. The data sharing and management policies will be specified in the Declaration of Consent. These documents and forms will be defined and prepared by the IReCNet Office in collaboration with the members in connection with the first annual plan. The Declaration of Consent will be accepted by the GA.

13.2 The data policy of the IReCNet concerns all data (including measurements, statistics, digital images, and recordings, analysis of measurements and contact details of clients). The data sharing and management policies will be specified in the Declaration of Consent, which will be defined by the IReCNet coordinator in collaboration with the members in connection with the first annual plan. The Declaration of Consent will be accepted by the GA.

13.3 The data policy of the IReCNet respects EU and national policies related to data access and reuse, following the principle of data reduction and data economy. The IReCNet will only store data that is necessary for cooperation within the IReCNet, e.g. client data in the CRM system and case studies.

13.4IReCNet members will sign individual non-disclosure agreements (NDAs) and service agreements (SAs) with each client, dealing with each individual inquiry and measurement. The IReCNet templates for the NDAs and SAs will be defined by the IReCNet Office in collaboration

with the members in connection with the first annual plan. The templates will be accepted by the GA.

14 Quality Management System

14.1 An internal quality management system, including the CRM system of the network, will be set up to guarantee a high standard of operations and ensure comparable good quality throughout the entire IReCNet. Regular customer feedback is used in the quality management system.

15 Intellectual Property Policy

15.1 The ownership, licences and rights to use any intellectual property shall be agreed in detail in the IReCNet Service Agreement between clients and IReCs. Also, ownership and rights to any intellectual property right that is a result of the work of the network and its respective members shall be agreed separately in cooperation or similar agreement between the actors. The general principle in such cases is that ownership of all intellectual property rights shall be vested in the actor (or actors) who has (have) created it, while others involved may receive rights to use it to the extent needed for the cooperation in the network.

SECTION III

The purpose of section III is to structure and guide the work of the IReCNet.

Addressing the general and implementation objectives of IReCNet (as outlined in chapter 5), the partnership builds on individual activities of its members in three key mission areas: common marketing and outreach activities, training, capacity building and development activities, as well as specific research services for industrial clients.

16 Functions of IReCNet Members

o Each individual IReC operates as a research service contact point and consultation interface between companies and ARIs.

o Each IReC offers help to access to measurement and follow-up services, yet adapts its offers to the needs of the customers of different industries.

o Each IReC uses the services of other IReCNet members if necessary within the scope of its legal possibilities, e.g. lack of competence in the specific field, no available capacity.

o Each individual IReC continuously improves its competencies, processes and services (e.g. customer feedback, training, quality management system).

o Each IReC supports the common marketing and training activities by collecting case studies.[11]

17 Customer Services

Enquiries from industrial customers who contact network members are handled in three different ways. In all cases, members should preferably use available IReCNet templates for legal documents (e.g. non-disclosure agreements (NDAs) and service agreements).[12]

17.1 In-house services: enquiries that can be solved without involving other IReCNet members.

17.2 Shared services: if an enquiry cannot be solved in-house, a suitable IReCNet member might be subcontracted. Matching of contract members will be facilitated via an easily accessible tendering procedure (via a CRM system). Services can also be purchased from non-member institutions. However, IReCNet members should serve as the prioritised points of contact in case an IReC deems assistance necessary. An external entity might be subcontracted, provided they offer better value for money than member institutions.

17.3 Enquiries that can neither be solved in-house nor via shared services will be circulated within the IReCNet via a CRM system (brokering). Bearing in mind that an IReC status is eligible for an

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[11] Approved for publication by the customer
[12] IReCNet templates for NDAs are presented in **Fehler! Verweisquelle konnte nicht gefunden werden.**and SAs in **Fehler! Verweisquelle konnte nicht gefunden werden.**

independent body, collaborating closely with the affiliated ARIs,[13] an IReCNet member might also solely act as a broker without offering and carrying out research and consultation services.

17.4 All IReCNet members who receive a customer from a brokering IReCNet member pay 10% of the turnover of the first signed contract with that customer to the IReCNet member who made the initial contact with the customer. In cases where a second contract is concluded with the same customer, the brokering member receives 10% of the turnover of the second contract, too.

18 Common Marketing and Outreach Activities

18.1 Common activities: members of the IReCNet agree to carry out common marketing activities such as running a website, using social media channels and sending out newsletters, as well as outreach activities to present best practices (e.g. case studies) to a broad audience (such as hosting user conferences or taking part in conferences and trade fairs). The IReCNet "Plan of Marketing Activities" (part of the annual work plan) will form the core reference point for such activities. The IReCNet Plan of Marketing Activities will include financial aspects related to the execution of agreed activities. Additional ad hoc activities based on agreements between members can be carried out at any time. It is the responsibility of involved members to secure funding. All common and ad hoc marketing activities have to be reported to the IReCNet Office.

18.2 Common Corporate Design: all members of the IReCNet may and should use the common logotype (combined word and figurative mark) and associated corporate design of the IReCNet. By using the common corporate design, members promote the professional and capable appearance of the IReCNet and thus support the recognition factor of the partnership to attract new clients. A copy of publications by members (e.g. brochures, leaflets, articles, websites) using the logotype or the corporate design have to be submitted electronically to the IReCNet Office.

18.3 For the period after the end of the Baltic TRAM project (1.3.2019 onwards), information on the IReCNet services, activities and contacts to external parties will be communicated through the Baltic TRAM project website (https://www.baltic-tram.eu/) and the Baltic TRAM Open Data Portal (https://opendataportal.utu.fi) or their successors as defined and maintained by the IReCNet Office.

19 Training and Capacity Building

19.1IReCNet provides training measures targeting their own personnel to enhance internal knowledge about methods and processes and to train the skills necessary to improve the functioning of the network (e.g. marketing, targeted communication, data policy, service offers of IReCNet members).

19.2 The members of IReCNet may provide training for industrial users, clients and multipliers (e.g. regional development organisations) as part of their own responsibility to promote the offers of IReCNet and to increase the quantity of potential customers. Appropriate measures should be taken to inform all members about the events.

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[13] Reference document for more detailed information: Terms of Reference for the Baltic TRAM Industrial Research Centres (for HLG approval, October 2017), section 2. Definition of the Baltic TRAM IReC Concept, p. 4.

20 Accounting

In order to comply with EU legislation and guidelines, in particular the Framework for State Aid for Research, Development and Innovation, IReCNet members shall pay particular attention to accounting practices: the financing, costs and revenues of economic activities must be accounted for separately.[14] Therefore, each member must set up a transparent clearing system with defined cost centres.

21 Annexes and Modifications

21.1 This document may be modified at any time upon written consent of the member.

21.2 The annexes to this document form an integral part of it.

21.3 The annexes can be modified by the GA.

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[14] Communication from the commission. Framework for State aid for research and development and innovation, (2014/C 198/01), 1.3 Definitions (ee), https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52014XC0627(01)&from=EN, 1.10.2018.

SECTION IV

22 Entry into Force and Duration

These Terms of Cooperation shall enter into force on the date of its signature by all members. The network needs to have at least three (3) members.

23 Disclaimer of Liability

A member who has caused a case of liability to a customer releases all other network members from this liability.

24 Resolution of Disputes

Any dispute within IReCNet, its governance and structures, as well as members or between members shall be brought to the attention of the IReCNet Office coordinator and the chair of the IReCNet GA for amicable settlement.

25 Termination of IReCNet

25.1 The term of this document is five (5) years after its entry into force. It automatically renews for another five (5) years, unless a decision is made on its termination or early revision, meaning before the suggested five (5) years have passed.

25.2IReCNet may be terminated at any time by a decision taken at an extraordinary meeting of the GA by a two-thirds (2/3) majority of the votes cast and a quorum of at least two thirds (2/3) of the members.

In case of termination, the GA will decide how the remaining funds will be distributed.

By signing this document, the organisations confirm becoming members of the IReCNet and respecting the processes, principles and objectives specified in this document. Each member receives a copy of this document with the signatures of all members.

Legal representative(s) of member no. 1: xxxxx

....

Name

....

Title

....

Signature and stamp (if available)

....

Place, date

....

Name

....

Title

....

Signature and stamp (if available)

....

Place, date

Legal representative(s) of member no. 2: xxxxx

Name	*Name*
Title	*Title*
Signature and stamp (if available)	*Signature and stamp (if available)*
Place, date	*Place, date*

Legal representative(s) of member no. x: xxxxx

....
Name

....
Name

....
Title

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Title

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Signature and stamp (if available)

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Signature and stamp (if available)

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Place, date

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Place, date

ANNEX

Annex 1   IReCNet Research Areas[15]

Life Sciences

a. Biology
- I.- Basic Biological and Medical Research
    - 1.- Biochemistry
    - 2.- Biophysics
    - 3.- Cell Biology
    - 4.- Structural Biology
- II.- Plant Sciences
    - 1.- Plant Biochemistry and Biophysics

b. Medicine
- I. Medicine
    - 1.- Clinical Chemistry and Pathobiochemistry
    - 2.- Pharmacy
    - 3.- Pharmacology
    - 4.- Dentistry, Oral Surgery
    - 5.- Biomedical Technology and Medical Physics

c. Agriculture, Forestry, Horticulture and Veterinary Medicine
- I. Agriculture, Forestry, Horticulture and Veterinary Medicine
    - 1.- Soil Sciences
    - 2.- Plant Nutrition
    - 3.- Agricultural and Food Process Engineering
    - 4.- Basic Veterinary Medical Science
    - 5.- Basic Research on Pathogenesis, Diagnostics and Therapy and Clinical Veterinary Medicine

Natural Sciences

a. Chemistry
- 1.- Molecular Chemistry
- 2.- Chemical Solid State and Surface Research
- 3.- Physical and Theoretical Chemistry
- 4.- Analytical Chemistry, Method Development (Chemistry)
- 5.- Biological Chemistry and Food Chemistry
- 6.- Polymer Research

b. Physics
- 1.- Condensed Matter Physics
- 2.- Optics, Quantum Optics and Physics of Atoms, Molecules and Plasmas
- 3.- Particles, Nuclei and Fields
- 4.- Statistical Physics, Soft Matter, Biological Physics, Nonlinear Dynamics

c. Geosciences
- 1.- Geology and Palaeontology
- 2.- Geochemistry, Mineralogy and Crystallography
- 3.- Water Research

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[15] The research areas of the IReCNet are evolutionary and will change as the IReCNet evolves and grows. The more detailed description of the service provision of the IReCNet will be drafted on the basis of the member capacity and specialisations.

Engineering Sciences

a. Mechanical and industrial Engineering

    I. Production Technology
        1.- Metal-Cutting Manufacturing Engineering
        2.- Primary Shaping and Reshaping Technology
        3.- Micro-, Precision, Mounting, Joining, Separation Technology
        4.- Plastics Engineering
        5.- Production Automation, Factory Operation, Operations Management

    II. Mechanics and Constructive Mechanical Engineering
        1.- Construction, Machine Elements
        2.- Mechanics
        3.- Lightweight Construction, Textile Technology
        4.- Acoustics

b. Thermal Engineering/Process Engineering

    I. Process Engineering, Technical Chemistry
    II. Heat Energy Technology, Thermal Machines, Fluid Mechanics
        1.- Energy Process Engineering
        2.- Technical Thermodynamics
        3.- Fluid Mechanics
        4.- Hydraulic and Turbo Engines and Piston Engines

c. Materials Science and Engineering

    I. Materials Engineering
        1.- Metallurgical and Thermal Processes, Thermomechanical Treatment of Materials
        2.- Sintered Metallic and Ceramic Materials
        3.- Composite Materials
        4.- Mechanical Behaviour of Construction Materials
        5.- Coating and Surface Technology
    II. Materials Science
        1.- Thermodynamics and Kinetics of Materials
        2.- Synthesis and Properties of Functional Materials
        3.- Microstructural Mechanical Properties of Materials
        4.- Structuring and Functionalisation
        5.- Biomaterials

d. Computer Science, Electrical and System Engineering

    I. Systems Engineering
    II. Electrical Engineering

e. Construction Engineering and Architecture

    I. Construction Engineering and Architecture
        1.- Construction Material Sciences, Chemistry, Building Physics

Annex 2 IReCNet Application for Membership[16]

Member Information

Organisation in original language
Organisation in English
Department in original language (if applicable)
Department in English (if applicable)

Localisation

Address
Postcode
Town/City
Country
NUTS1 code
NUTS2 code
NUTS3 code
Organisation identification No.
Type of register
Website

Contact Information

	Legal Representative	Contact Person
Position		
Given name		
Family name		
Email		
Phone		
Mobile		

Member Description

Legal status
Source of contribution
Is your organisation entitled to recover VAT related to EU-
funded project activities?
Type of member

Annexes

o Volume of cooperation (number of development projects with SMEs and large enterprises) during the last two years

o Volume of SME cooperation (number of development projects with SMEs) during the last two years

o Description of the organisation's capacity to support businesses in developing their technology readiness level

o Description of how the organisation enhances open data/open science in their activities

o List of affiliated/accessible ARIs

o Other relevant information to support the application

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[16] The application form will be placed on the network's web pages

By applying for the Network of IReCs membership, I confirm that I have read the Terms of Reference for the Network of IReCs and have signed the Memorandum of Understanding for viable macro-regional cooperation of RI (both documents presented as annexes to the membership application form). I am attaching the signed MoU to this application.

———————————————

Location, Date

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Signature of legal representative

Name and position