

**SCIENTIFIC HIGH-THROUGHPUT AND UNIFIED TOOLKIT
FOR TRACE ANALYSIS BY FORENSIC LABORATORIES IN
EUROPE**

PRE-COMMERCIAL PROCUREMENT (PCP)

TENDER DOCUMENT 3 (TD3) :

BACKGROUND IPRs

Deadline to submit an offer:

20th November 2019 at 12 p.m (EET)



This Tender Document 3 (TD3)-Annex H, should be read in conjunction with other documents related to this Pre-Commercial Procurement (PCP), listed hereunder:

Tender Document 1 (TD 1): Call for Tenders

Tender Document 2 (TD 2): Use cases and Specifications-Annexes K & L

Tender Document 4 (TD 4): Tender Forms- Annexes A, B1, B2 & C

Tender Document 5 (TD 5): Technical Offer-Annex F

Tender Document 6 (TD 6): Financial Offer and Cost Breakdown-Annex G

Tender Document 7 (TD 7): Framework Agreement-Annex D

Tender Document 8 (TD 8): PCP Specific contract for Phase 1-Annex E

Tender Document 9 (TD 9): End of phase report-Annex I

Tender Document 10 (TD 10): Contractor details & project abstracts-Annex J

All documents are available on the SHUTTLE website www.shuttle-pcp.eu



ANNEX H BACKGROUND IPRs

1) MINISTERE DE L'INTERIEUR (MININT)

As to MINISTERE DE L'INTERIEUR (MININT), it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of MINISTERE DE L'INTERIEUR (MININT) shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of the other Party's Results (Article 25.3 Grant Agreement).

2) NETHERLANDS FORENSIC INSTITUTE (NFI)

As to NETHERLANDS FORENSIC INSTITUTE (NFI), it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Prototype of automatic microscope developed, including acquisition algorithms	Royalty free access if used within the scope of the project	Royalty free access if used within the scope of the project. Other conditions may apply if used outside the scope GPL for core (back-end) implementation planned (not yet decided on). UI tools, such as forms, reports may be commercially exploited
Prototype of image processing algorithms developed	LGPL for core (back-end) implementation planned (not yet decided on). UI tools, such as forms, reports may be commercially exploited	LGPL for core (back-end) implementation planned (not yet decided on). UI tools, such as forms, reports may be commercially exploited

	Royalty free access to the calculations and source	
Patent on polarisation setup in the developed setup	Royalty free access if used within the scope of the project	Royalty free access if used within the scope of the project. Other conditions may apply if used outside the scope
Validation study on high grade transparent tapes in progress	Free access to results of validation study	Access to results (publication planned)
Initial work on a database architecture that can store data from the developed instrument and integrate this with results from other techniques	LGPL for core (back-end) implementation planned (not yet decided on). UI tools, such as forms, reports may be commercially exploited	LGPL for core (back-end) implementation planned (not yet decided on). UI tools, such as forms, reports may be commercially exploited

3) KENTRO MELETON ASFALEIAS (KEMEA)

Asto KENTRO MELETON ASFALEIAS (KEMEA), it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Tender material protected by copyright. Know-How and documentation (including electronic documents). Copyright materials 2016-2018: - Tender guidelines for collaborative project 2016	Royalty free access for the Project participants only for carrying out the work within the project.	For use outside the Project: licences under commercial conditions are mandatory

- Tender documentation 2017		
-Tender documentation 2018		

Based on the MoC signed between the Hellenic Police and KEMEA and the letter of participation of the Hellenic Police for the SHUTTLE project:

As Hellenic Police it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Hellenic Police shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

4) LIETUVOS TEISMO EKSPERTIZES CENTRAS (LTEC)

As to LIETUVOS TEISMO EKSPERTIZES CENTRAS (LTEC), it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of LTEC shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

5) Ministério da Justiça (Polícia Judiciária) Judiciary Police - Scientific Police Laboratory (LPC-PJ)

As to Ministério da Justiça (Polícia Judiciária) Judiciary Police - Scientific Police Laboratory (LPC-PJ), it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
The Ministério da Justiça (Polícia Judiciária) Judiciary Police - Scientific Police Laboratory (LPC-PJ) as a highly experienced end user, will contribute to the project its vast	All required background will be delivered in accordance to the legal restrictions and limitations of the Ministério da Justiça (Polícia Judiciária) Judiciary Police -	All required background will be delivered in accordance to the legal restrictions and limitations of the state of Ministério da Justiça (Polícia Judiciária) Judiciary Police -

knowledge, expertise and an operational platform for the benefit of the project.	Scientific Police Laboratory (LPC-PJ).	Scientific Police Laboratory (LPC-PJ).
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6) MINISTRY OF PUBLIC SECURITY – ISRAEL NATIONAL POLICE (MOPS - INP)

As to MINISTRY OF PUBLIC SECURITY – ISRAEL NATIONAL POLICE (MOPS - INP), it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
The MOPS - INP as a highly experienced end-user, will contribute to the project its vast knowledge, expertise and an operational platform for the benefit of the project.	All required background will be delivered in accordance with the legal restrictions and limitations of the state of Israel, Ministry of Public Security and Israel National Police.	All required background will be delivered in accordance with the legal restrictions and limitations of the state of Israel, Ministry of Public Security and Israel National Police.

The framework agreement will contain a provision that describes in more detail the rights and obligations of the different parties regarding the pre-existing rights and results.