**DATABASE LICENSE AGREEMENT**

**Licensor**: ……………………………………………………………………………………………………………………………………………………………

**Licensee**:  ASSOCIATION EUROPEENNE DES AGENCES DE DEVELOPPEMENT (EURADA), established in AVENUE DES ARTS 12/7, BRUXELLES 1210, Belgium, represented for the purposes of signing the Agreement by Esteban Pelayo,

**Database**: ……………………………………………………………………………………………………………………………………..

**Delivery method**: ……………………………………………………………………………............................................

**Effective Date**:……………………………………………………………………………………………………………………………….

This Database License Agreement (“Agreement”) is concluded between the Licensor specified above and the Licensee - EURADA in the framework of the implementation of „Optimizing Support for Innovating SMEs – OaSIS” Project tasks assigned to the Licensor as a Linked Third Party as defined in the Grant Agreement of 29 November 2017 (“Grant Agreement”) and is made effective as of the Effective Date indicated above.

Whereas Licensee is a partner in Research Consortium established to implement project entitled „Optimizing Support for Innovating SMEs – OaSIS” – (the „Project”), which is granted by Executive Agency for Small and Medium – sized Enterprises (EASME) under powers delegated by the European Commission, under Horizon 2020 programme. Other Consortium partners are Cracow University of Technology established in Krakow, Poland and Linknovate Science Limited Company established in Santiago de Compostela, Spain (hereinafter referred to as “Consortium Partners”).

Whereas the aim of the Project is to improve the efficiency and effectiveness of the innovation support provided in European regions and to strengthen the capacity of regional development agencies and other support providers. As a result of the Project a new, performance -based methodology of SME segmentation will be developed.

Whereas it is necessary to carry out analysis of currently used SME support measures and its effectiveness in order to achieve the Project scope.

Whereas one of the Licensee’s tasks in the Project is to gather a large dataset, containing historical information about support provided to SMEs.

Whereas the Licensor is a Regional Development Agency and it has a direct interest in the Project objectives and it declares its support to the subject matter and it is involved directly in the implementation of the Project tasks as a Linked Third Party as defined in the Grant Agreement of 29 November 2017 (“Grant Agreement”).

Whereas in the course of its activity the Licensor has made a database containing such historical information which is essential for the Project and therefore it is of interest to Consortium Partners (“the Database”).

1. **LICENSE**

Subject to the terms and conditions of this Agreement the Licensor hereby grants to the Licensee a non – exclusive, non – revocable and subject to the paragraph 3.2 non – transferable license (“License”) for the term of this Agreement to use the Database for the Permitted Use as defined hereafter.

1. **DELIVERY**

As soon as practicable after the Effective Date, Licensor will provide to the Licensee a copy of the Database utilizing the Delivery Method indicated above.

1. **LICENSEE OBLIGATIONS**
2. Subject to paragraph 3.2 the Database shall be kept confidential by the Licensee and shall not be disclosed to any third parties or used otherwise than Permitted Uses, unless the Licensee has obtained the Licensor prior written consent (including by email) to do otherwise.
3. The Licensee is authorized to share and license the Database with other Consortium Partners solely in relation to the purpose of implementation of the Project and its sustainability or exploitation of the Project results. Licensee shall ensure that all of the Consortium Partners comply with the Agreement, in particular the obligation of confidentiality.
4. The Consortium Partners are entitled to use and extract the Database to the same extent as the Licensee.
5. Licensee undertakes to maintain confidentiality of the Database, in particular Licensee shall:
6. take all necessary and proper security precautions to prevent disclosure of Confidential Information as well as the possibility of unauthorized access;
7. use no lesser degree of care to protect the Confidential Information than that which it applies to its own confidential information and proprietary information, but shall in any event use no less than a reasonable degree of care;
8. use the Database solely in relation to the purpose of Project, its sustainability, the Agreement or for the exploitation of the Project results (including commercial use), and not for any other purpose;
9. keep confidential and restrict disclosure of the Database solely to its employees or other associates, whatever the legal basis of their cooperation is, who are directly involved in the Project implementation and who have a reasonable need to know the content of the Database for the purposes of the duties assigned to as a result of or in connection with the Project (“Recipient”);
10. notify the Licensor as soon as practicable after it becomes aware of any event of loss or unauthorized disclosure or use of any substantial part of the Database;
11. ensure that every Recipient who receives or obtains access to the Database shall be aware of its confidential nature and shall comply with the restrictions on non-disclosure.
12. The above restrictions and obligations concerning non-disclosure, use and care of the Database will not apply, and cease to apply, when the Licensee or any of Consortium Partners shall be shall be obliged to follow any disclosure requirements imposed by law, court of competent jurisdiction administrative body or another public authority. Upon receiving a request to disclose any substantial part of the Database pursuant to the same, the Licensee shall, as soon as reasonably practicable and to the extent permitted by law, notify the Licensor of such a request and shall cooperate with the Licensor in its efforts to protect the Database from disclosure. To extent permitted by law, in the event disclosure is still required, the Licensee shall disclose only the minimum part of the Database as is legally required to be disclosed.
13. **GUARANTEES**
14. Licensor declares that it possess the proprietary rights to the Database and represents and warrants that it has the right to grant the License respecting the Database on terms and conditions described in the Agreement.
15. The Licensor warrants that neither the conclusion of this Agreement, nor making use of the Database by the Licensee or the Consortium Partners will infringe any intellectual property rights of any third party nor any proprietary rights of any third party.
16. **PERMITTED USES**

Licensee shall use the Database solely in accordance with the terms of this Agreement, in particular Licensor entitles the Licensee to use, copy, download or otherwise reproduce the Database in any medium or in any way in whole or in a part, to extract, modify, adapt, decompile, disassemble the Database and to create and disseminate derivative works, including commercial use. Licensee is entitled to use the Database to the full extent permitted by law for the purpose specified in this Agreement.

1. **UPDATING**

During the term of this Agreement from time to time, on a Licensee request, the Licensor shall provide to Licensee updates of the Database. Unless otherwise expressly indicated herein, all references in this Agreement to the Database shall include all Updates thereto.

1. **TERM**

This Agreement shall remain in effect four years after the end of the Project implementation. Thereafter this Agreement shall automatically renew for successive one year either Party provides notice of termination to the other Party at least 30 days prior to the expiration of the then – current term.

1. **ELIGIBLE COSTS**
2. This Agreement is concluded in order to implement the tasks attributed to the Licensor as a Linked Third Party, on the basis of Grant Agreement, therefore the Licensor is entitled to declare as eligible the costs it incur for implementing the task in accordance with Article 6.3. of the Grant Agreement.
3. The estimated budged provided for implementing the tasks by the Licensor is 5300 EUR.
4. The Licensor is aware of Article 14 of the Grant Agreement and declares to comply with the obligations laid down thereof.
5. **ACCESS TO THE PROJECT RESULTS**

Licensor shall be entitled to use in its business activity, on a royalty – free basis, the Project deliverables such as publications and software tools for the term of four years after the Project implementation, on terms and conditions that shall be expressed in a separate agreement.

1. **FINAL PROVISIONS**
2. This Agreement is governed by and construed in accordance with European Union law, supplemented if necessary by the law of Belgium, without regard to principles of conflicts of law or international law. The Parties agree that if any dispute arises out of this Agreement or in connection thereto, they shall negotiate diligently and in good faith, in an effort to reconcile any difference or dispute before the filing of an action in any court. If the negotiations are not successful the jurisdiction is granted to court within whose territorial jurisdiction the registered office of Licensee is situated.
3. Any amendments to this Agreement shall be made in writing otherwise null and void.
4. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between the Parties relating to the subject matter.
5. If any term or provision of this Agreement is found to be unenforceable, null and void it shall not affect the other terms or provisions hereof or the whole of this Agreement. Such term or provision shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable. The Parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement, or alternatively, by disposition of a court or other tribunal.
6. Neither Party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent from the other Party. Any attempt to do so is void.
7. This Agreement is made in duplicate in English language.