



Schedule 1 - Publication Policy

to Collaboration Agreement

Accelerator Design

PUBLICATION POLICY

1. DEFINITIONS

Terms used in this Schedule 1 shall have the same meaning as assigned to them in the Collaboration Agreement. The following terms are defined in the Collaboration Agreement but are included for ease of reference:

“**Confidential Information**” means any scientific, technical, financial, commercial or other information of any nature and in any form provided by a Party to one or more of the other Parties, prior to or after the Effective Date, in connection with this Agreement and which information is designated as proprietary and confidential by an appropriate stamp, legend or other notice in writing.

“**Foreground**” means the results, including information, whether or not they can be protected, arising from the Project, as well as copyrights and other intellectual property and know-how or rights pertaining to such results following applications for, or the issue of patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.

2. ACKNOWLEDGEMENT

The Parties acknowledge that it is part of the aim of the Project to disseminate Foreground and to make it available for the purpose of academic research and education. The Parties also recognize that publication of certain Foreground may risk to disclose Confidential Information supplied by a Party hereunder or jeopardize patent or other intellectual property protection.

3. PUBLICATIONS COMMITTEE

3.1 PC composition

The Parties shall form a Publications Committee (the “**PC**”). The PC shall be composed of one representative from each Party.

3.2 Chair of the PC

The PC shall be chaired by the representative from ESS AB.

3.3 PC role

The role of the PC is to coordinate the provisions of Article 4 below, including to make decisions on further postponement as set out in Article 4.3.

3.4 PC meetings

The PC chair shall convene the PC as often as is required. The PC shall meet in person or electronically. The PC shall not constitute a quorum for any meeting unless at least 3/4 of its members are present. All decisions of the PC will require a 3/4 majority vote of all of the members present.

3.5 PC minutes

The PC chair shall ensure that minutes of all PC meetings are drafted and dispatched to all PC members. The minutes shall be considered as accepted by the PC members if within 15 calendar days from receipt thereof, no member present at the said meeting has objected in writing to the PC chair.

3.6 Prior notification to the PC

Each member of the PC has the obligation to inform the other members of the PC in writing at least 30 days prior to any planned publication by its Party that may reasonably have the potential to release Foreground. Any such data envisaged to be published shall, immediately following such notification, be submitted to all the PC members. Notification and submission of data under this Article 3.6 shall not limit the Parties' obligation to notify and submit data under Article 4 below.

4. RIGHT TO PUBLISH

4.1 A Party may publish or allow the publication of data, on whatever medium or orally, concerning Foreground it owns provided that this does not affect the protection of that Foreground or the Foreground of any other Party and provided also that the data does not include any Confidential Information disclosed to it by any other Party.

4.2 The other Parties shall be given 30 days prior written notice of any planned publication. If, before the end of this period, any of the other Parties so requests, a copy of the data envisaged to be published shall be communicated to it/them within 30 days after receipt of such request. The Party contemplating the publication shall delay the proposed publication until the end of the 30 day period set out in Article 4.3 below if any of the other Parties request a copy of the data envisaged to be published, or longer if an objection is raised as set out in Article 4.3 below.

4.3 Either of the Parties may object to the publication within 30 days after receipt of the data envisaged to be published, if it considers that the planned publication contains Confidential Information disclosed by it or that the protection of its Foreground or Foreground which the notifying Party has not protected (see Article 4.3.2.2 of the Agreement) would be adversely affected by this publication. In the absence of any such objection within the above-mentioned period, it is deemed that all the Parties agree. If an objection is raised as aforesaid, the Parties shall consult with each other with a view to agree on the matter of publication. The planned publication shall be suspended during this consultation period. The planned publication can be postponed for a period of maximum six months from receipt of the data envisaged to be published to allow the objecting Party/Parties to take measures to protect its/their Foreground and Foreground which the notifying Party has not protected (see Article 4.3.2.2 of the Agreement). After this six-month period, publication shall be permitted, except in specific cases where the PC decides that further postponement is required. The PC may decide that the planned publication shall be postponed for an additional period of maximum six months.

4.4 Foreground and Confidential Information supplied by a Party shall not in any event be published without that Party's prior written consent.