

- UTILE: H2020 funded Coordination and Support Action
- Party: Individual who registers as UTILE Business coach
- UTILE Business Coaches: an expert in the field of life sciences and/or business coaching who is willing to coach one or more projects
- Agreement: The coaching program & data processing agreement between Party and the UTILE project consortium, formally represented by the UTILE coordinator PNO Consultants.
- Coachee: Individual or organisation that possesses an innovation (asset) that is evaluated by UTILE as high potential regarding exploitation potential.
- GDPR: General Data Protection Regulation, Regulation (EU) 2016/679
- Personal Data: any data concerning an identified or identifiable natural person;
- Data Protection Officer: the officer appointed by UTILE within the meaning of Art. 39 of the GDPR.

Agreement:

BETWEEN:

- Individual registering as UTILE coach, hereafter The Party; and
- The UTILE project consortium, formally represented by the Utile coordinator PNO Consultants, hereafter UTILE

WHEREAS:

“**UTILE**”, is a H2020 funded Coordination and Support Action whose objective is to valorize the results of FP7 and H2020 funded health research projects. Whether the results would present the possibility of further valorization and commercial exploitation will be the result of a review based on a set of criteria identified by the UTILE project. The UTILE consortium consists of EU and non-EU based, health focused Technology Transfer Offices as well as experts from the finance and investment sectors.

The FP7 and H2020 funded health research results which will be presenting the highest valorization potential, will be posted on an online valorization and partnering marketplace, the “**UTILE Marketplace**”. Participating projects will also have the opportunity to receive innovation and support services as well as become directly engaged with actual health market end-users (biotech, pharma, investors) in Europe and the USA. Essentially, participating projects (and the companies generated as a result) will have the opportunity to benefit from an unprecedented European wide platform designed to support their development and eventual commercialization.

Party has coaching experience in the Life Sciences & Health business and wants to register as a UTILE coach, with the aim of coaching one or more selected UTILE projects in the UTILE Business Coaching programme. Party is willing to provide his/her profile information to UTILE to be shown on UTILE’s public website and comply with the UTILE coaching process as described below.

UTILE’s business coaching process

1. Application phase: innovations that are evaluated by UTILE as promising regarding their exploitation potential can express their interest in receiving coaching. All innovation owners (coachees) of the eligible assets will be send an email to inform them they can apply for the coaching program. By means of an application form, coachees are given the opportunity to specify their need (if known) and choice of coach (via own network or via UTILE).
2. Selection phase: UTILE aims to match 13 projects with a coach and cover the coaching sessions up to €2.000,-. All submitted applications will be evaluated on the following points: 1) eligibility of the asset for the service; 2) the specific skills or expertise needed and fit with UTILE’s scope; and 3) the coach of choice and fit with UTILE’s requirements (if via own network). In case any of these requirements is not met, UTILE will notify the applicant.

Applicants are given the opportunity to re-apply if less than 13 matches are made and there is still budget left to cover these additional coaching sessions. The selection process is as follows:

- Innovations that previously have submitted a questionnaire to UTILE are given priority
 - Matches are made on a First Come First Serve basis (taking the point above into account) and the availability of a coach with relevant expertise.
 - Remaining budget for coaching sessions after the set deadline are made available for all evaluated projects
3. Matching phase: UTILE will mobilize respected and experienced innovation coaches in the Life Sciences and Health sector. This will be done by setting up an open platform where coaches can register. A short bio of all UTILE coaches will be presented on the UTILE website, describing their background and area of expertise. Coaches need to meet the predefined criteria to be accepted as UTILE business coach. UTILE assumes coaches are integer about complying with these criteria. UTILE can perform random background checks to validate this is indeed the case. Coaches that do not meet the criteria will then be notified and removed from the platform. Asset owners are given the opportunity to indicate whether they want to make use of a coach within their own network or want to make use of one of the registered UTILE coaches. In the former case, the asset owner has to determine whether the criteria for a UTILE coach are met. The coach, on his/her turn, can agree to coach the project and in that case the match has been made. If the coach does not agree on coaching the asset owner, the asset owner can choose another coach.
 4. (Online) coaching: The exact goal and content of the coaching services is determined by the asset owner and coach at the start of the coaching sessions. The coaching sessions will be held online, for example via Skype. If preferred, physical coaching sessions are also accepted. However, associated costs (such as travel costs) are not reimbursed by UTILE. UTILE expects the coaches to spend approximately 12 hours on coaching activities. Time can be used for direct coaching, but also for preparing the coaching sessions, reviewing documents, and/or answering questions of the asset owners that require some additional research. The asset owner and the coach will agree on this during or before the first coaching session. The coaching sessions focus on supporting activities that fall within the 'business modeling' category from UTILE's valorization toolbox and is divided in three broad groups:
 - Business development: focused on the identification, analysis and evaluation of potential business opportunities, the definition of business segments and the development of an effective marketing mix;
 - Organisation: aimed at mobilizing the resources of the SME to ensure the efficiency and performance of the company's organisation;
 - Cooperation: to support SMEs in planning and implementing innovation partnerships and project consortia.
 5. Evaluation phase: After the coaching sessions are finished, both parties need to fill in the evaluation form. This form is meant as a verification means that the coaching sessions have taken place and are finished. Furthermore, it is a measure for effectiveness of the coaching sessions and it enables improvement of the service.
 6. Payment phase: After finalization of the coaching sessions, UTILE will cover the costs for the coaching sessions up to €2.000. The exact method for payment is currently being set-up by UTILE and will be communicated to the coach and coachee in due time.

The Party and UTILE wish to specify the agreements regarding the provision of Personal Data by the Party and the use of this information by UTILE.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. UTILE and Party agree that Party provides the following personal data: First Name, Last Name, Email, and Organization name, Phone number.

2. UTILE uses this information to identify individuals willing to register as a UTILE coach.
3. UTILE can use the personal data to contact coaches for additional information and to establish a link between coach and coachee.
4. UTILE will implement the technical and organizational security measures which must guarantee, taking account of the latest technology and the costs of implementation and execution of such measures, an appropriate level of security having regard to the risks entailed by the processing and nature of the Personal Data.
5. The Party's data will reside into the subnet of UTILE of which INNEN has the administrative rights and is responsible for keeping the database up to date. The database will not be accessible from outside.
6. The Party's data will be totally under secure connection using SSL (Secure Sockets Layer) protocol. The application will stand on a dedicated machine not accessible from other applications or domains. The dedicated machine will be hosted by a primary world leading service with high-level physical and IT security: MC-link S.p.A., (<http://www.mclink.it/>). A backup of the entire system will be done daily with a complete snapshot of the Linux virtual machine. Application backups will be executed with 6-12 hours frequency and will be stored on a separate storage disks provided by the hosting service. After renewing the back-up the old will be deleted.
7. UTILE will not process any Personal Data outside a European Union member state, unless it has obtained express and prior written approval to do so from the Party.
8. UTILE will maintain the confidentiality of all Personal Data and information that it processes as a result of this Agreement, except in so far as the Personal Data or information is clearly not of a secret or confidential nature or is already in the public domain.
9. The Party's data will be stored for at least 6 months after the end of the UTILE project, with a maximum of 10 years from the signing date. At the end of this period, Party's data will be deleted from the database.
10. The Party can demand UTILE to obtain, edit or delete Party's data from the UTILE database at any time. Such a demand should be in writing. UTILE will comply with this demand within four weeks after the notice is received by UTILE, and shall confirm so to the Party in writing upon fulfillment of the required demand.
11. UTILE will cooperate fully with the Party in order to comply with obligations arising from the GDPR within the statutory time limits, in particular concerning the rights of the Party, including but not limited to requests for access, correction, supplementation, removal or masking of Personal Data and compliance with any objection raised.
12. Requests to obtain, edit or delete Party's data from the UTILE database can be send to: info@utileproject.eu.
13. Complaints can be send to UTILE's Data Protection Officer to dpo@utileproject.eu. Without result within reasonable time taking into consideration the complexity of the complaint, however not more than 6 weeks after UTILE's receipt of such written complaint, the supervisory authority European Data Protection Supervisor (EDPS) can be involved. UTILE shall be copied in all written and relevant correspondence regarding a complaint forwarded to EDPS.
14. Nothing in this Agreement shall be deemed to require the Party to breach any mandatory statutory law under which the Party is operating.
15. This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, and processes relative thereto.
16. This Agreement shall be construed in accordance with and governed by the laws of the Netherlands excluding its conflict of law provisions.
17. The parties shall endeavor to settle their disputes amicably.