

ARTICLE 14: PUBLICATIONS

14.1

Subject always to Article 14.2 of this Agreement, the procedure to be followed for publications shall be as described below it being understood scientific and IPR review of any publication shall be responsibility of the contributing Parties:

(a) for conference- or workshop publications the abstract and/or the preprint of such publications, as soon as available, as well as the final accepted version, shall be submitted by the contributing Parties for information, via a dedicated web-portal, to the Task Coordinator, the WP Coordinator, the Coordinator of WP2 (DCO), and the Project Coordinator.

(b) for publications in refereed journals or scientific reviews the preprint of the publication shall be submitted by the contributing Parties for comments, via a dedicated web-portal, to the Task Coordinator. The Task Coordinator shall give his comments within fourteen (14) calendar days failing which he shall be deemed to approve the publication. In case of disagreement between the Task Coordinator and the contributing Parties the matter shall be escalated to the WP Coordinator and, ultimately, to the Steering Committee for arbitration.

A copy of the submitted version and the final accepted version of the publication shall be submitted by the contributing Parties via a dedicated web-portal to the Task Coordinator, the WP Coordinator, the WP2 Coordinator and the Project Coordinator for information.

(c) Press releases or other publications of non-scientific character shall be subject to the prior written approval by the Project Coordinator and the Work Package Coordinator concerned who may consult the other members of the Steering Committee. Failing a reply from the Project Co-ordinator and the Work Package Co-ordinator within 7 (seven) calendar days the publication shall be deemed to have been approved. In case of disagreement the matter shall be escalated to the Steering Committee.

14.2

A Party's publication of Foreground generated by another Party or of any Background of such other Party, even if such Background or Foreground is amalgamated with such Party's Foreground, shall be subject to the other Party's prior written approval not to be unreasonably withheld. If the other Party opposes the publication, such objection shall be notified to the requesting Party and shall include either a request for modification or for postponement for a maximum of ninety (90) days in the light of a possible protection of intellectual property rights. If no objection is made within fourteen (14) calendar days from notification the publication is deemed approved.

In case of disagreement between the Parties concerned regarding a publication, the case shall be escalated to the Task Coordinator and ultimately to the Steering Committee for arbitration.

14.3

Article 14.2 above shall also apply to publications for a degree such as MSc Theses or PhD Dissertations. However in this case, approval shall be sought at least ninety (90) calendar days before the latest date on which, pursuant to the qualification procedures, the contents of the planned publication can be altered. The Parties concerned shall take all necessary measures to ensure the timely submission, examination, and defence of publication for a degree.

In case of disagreement between the Parties concerned the case shall be escalated to the Task Coordinator and ultimately to the Steering Committee for arbitration it being understood that it shall in any case be resolved within ninety (90) calendar days.

14.4

Notwithstanding Article 14.2 and 14.3 above nothing in this Agreement shall prevent:

(a) a publication to qualify for a degree if such publication includes only incidental or minor elements of Background or Foreground of another Party, provided allways that the intention to publish has been promptly notified in writing to the Party concerned,

(b) submission of a publication for a degree for assesement and examination by examiners in accordance with applicable laws and with the required confidentiality obligations to ensure in particular that the protection of Foreground is not compromised.

14.5

Nothing in this Agreement shall be construed as conferring any rights to the Parties to use the name(s) or logo of the other Parties without prior agreement in writing of the Party(ies) concerned.

14.6

Authorship shall be duly acknowledged.

14.7

Publications of Foreground shall include the following acknowledgement:

"The research leading to these results has received funding from the European Commission under the FP7 Research Infrastructures project EuCARD, grant agreement no.227579".