

Helsinki, 25/08/2011

**Open call for tender ECHA/2011/123 – Willingness to pay (WTP) to avoid selected adverse human health outcomes due to exposure to chemicals**

**CLARIFICATIONS 1 / CORRIGENDUM 2**

**I. CLARIFICATIONS 1**

***Question:***

We understand that Intellectual property rules are indicated in article II.8 of the specifications, and we accept them. However, would it be possible for you to explain what is in practice the policy of ECHA with regard to the use of the data/results for research purposes by academic institutes and universities?

***Reply:***

Regarding ECHA's policy on use of the data/results for the research purposes by academic institutes and universities, please be informed that according to the Article II.8 of the draft service contract ECHA, as the sole owner of the study, has the right to decide how (full study, parts of study, raw data), when, where (publish on ECHA's website or disseminate by other means) and by whom (ECHA, universities and etc.) it can be used. The terms and conditions of use of the results will be decided on a case-by-case basis if, and as long as the study is not made publicly available.

In this particular case ECHA's view is that the data/results collected during the process can be used for research purposes by academic institutes and universities. ECHA intends to make final results (i.e. the values that have been established as well as the data behind the derivation of these results) publicly available to further encourage research in this area. However, some of the information may be disseminated at a later stage. Such situations could arise e.g. if some of the results are awaiting also for publication in an academic journal. ECHA will decide on such issues on a case-by-case basis based on its own and the contractor's specific wishes.

**II. CORRIGENDUM 2**

The following corrections are made to the draft service contract:

In the Articles II.8 and II.10.3 the word "Union" is replaced by "Agency" as follows:

**ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY**

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Agency, which

may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

#### **ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION**

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**II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by the Agency. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.

ECHA