

Catalisti Terms and Conditions

Catalisti vzw (“**Catalisti**”), having its office at Olieweg 95, 2020 Antwerp, Belgium, registered under legal entity number 0842.026.316, is the Flemish innovation cluster for the chemical and plastics industry. Catalisti fosters open ecosystem innovation through facilitating collaboration amongst companies, research institutions and/or public agencies, primarily within Flanders, Belgium, but also across regions and borders. As a network organisation, Catalisti aims to accelerate innovation towards a more competitive, sustainable and resilient chemical and plastics sector.

The Catalisti Terms and Conditions (the “**Terms & Conditions**”) set out the nature of the collaboration between Catalisti and each of its members (a “**Member**”) and define their mutual commitments.

1. PUBLICLY ACCESSIBLE INFORMATION

Due to its open innovation character, Catalisti provides general and specific information to its network of stakeholders, including both members and non-members. This information keeps the network up to date with initiatives relevant to the chemistry and plastics sector, supports industry-wide developments and facilitates knowledge sharing that benefits the sector as a whole.

Catalisti provides the following free-of-charge information to all interested stakeholders within its network:

- Information on industry-wide innovation in the fields of chemistry and plastics;
- Updates on the activities and developments of Catalisti’s network of members;
- Information on supported and granted (inter)cluster projects;
- Details on events organized by Catalisti and/or its strategic partners;
- Notifications of innovation opportunities, e.g. Requests for Partners (RfPs); and
- Information on the Flanders Industry Innovation Moonshot initiative.

This information is available through the Catalisti and/or Moonshot website, LinkedIn and/or newsletter, which is issued periodically.

The information referred to in this Section 1 does not comprise any confidential information that Catalisti receives from its members (for as long as it remains subject to Section 6).

2. MEMBERSHIPS

2.1 Membership categories

Catalisti offers tiered membership plans for companies (a “**Member Company**”) and research institutions (a “**Member Research Institution**”). Each membership category includes mutual commitments, both from Catalisti to the Member, and *vice versa*.

2.1.1 Member Company

The Member Company will be subscribed to one of three membership categories for companies, i.e. CONNECT, INNOVATE or ENGAGE.

Commitments of Catalisti to the Member Company per membership category:

- CONNECT membership
 - To grant free access to a range of (inter)national activities (co-)organized by Catalisti, including events, networking opportunities and thematic co-creation sessions;
 - To connect to stakeholders within the Catalisti network to explore opportunities for collaboration and/or innovation (on request);
 - To inform about innovation opportunities within the Catalisti network, e.g. Requests for Partners, that are in scope of its publicly available innovation agenda and/or activities;
 - To grant access to advisory boards and/or user committees of (inter)cluster projects supported by Catalisti. An additional fee might apply for participation in an advisory board and/or user committee, as stipulated in Section 3.2;
 - To increase the visibility in Catalisti's marketing channels (e.g. website, LinkedIn, newsletter) for member content resulting from connections, collaborations and/or projects facilitated by Catalisti (subject to mutual agreement);
 - To support regional, national and European innovation projects via a letter of intent or support (subject to internal assessment);
 - To grant access to the online member platform of Catalisti once operational; and
 - To grant voting rights at the Catalisti General Assembly;
- INNOVATE membership
 - To include all CONNECT commitments;
 - To facilitate the initiation and participation in multi-partner innovation projects, in collaboration with other stakeholders, which can be (partly) supported by VLAIO or other funding agencies;
 - To assign a dedicated Catalisti account manager who will:
 - Explore company innovation needs and priorities and give tailored advice related to current developments in the chemistry and plastics sector;
 - Pro-actively seek innovation opportunities in the chemistry and plastics sector and inform about the possibilities;
 - Provide discrete mediation for finding project partners;
 - Actively inform about interesting project calls;
 - Organise an on-site account meeting (min. 1x/year); and
 - Facilitate innovation projects in all aspects, e.g. consortium building, proposal review and submission, legal support, communication, etc.
 - To provide matchmaking and expert review for Flemish and federal project proposals besides Catalisti's dedicated funds at VLAIO (e.g. O&O, STRES, Schaalklaar) that are aligned with Catalisti's thematic focus (subject to internal assessment);
 - To provide matchmaking and expert review for European project proposals that are aligned with Catalisti's thematic focus (subject to internal assessment).
 - To create a possibility for increased visibility and more active participation at Catalisti events, e.g. dedicated speaker slots or showcase opportunities (subject to availability and mutual agreement);
 - To not charge an additional fee for advisory board and/or user committee participation in case of ICON projects; and
 - To receive access to BlueChem networking events (on request);

- ENGAGE membership*
 - To include all CONNECT and INNOVATE commitments;
 - To grant access to the Catalisti Innovation Committee (6x/year), which has the following responsibilities:
 - To steer the organisation in terms of scientific-technological content;
 - To deliver strengthening advice to project proposals in early phase; and
 - To manage the innovation roadmap of Catalisti.
 - To not charge an additional fee for advisory board and/or user committee participation, except for SBO projects where such a fee is mandatory by VLAIO; and
 - To not charge an additional project fee when participating as an active, (non-) subsidized partner in (inter)cluster projects.

**ENGAGE membership is subject to approval through an admission procedure. The assessment may take into account, among other factors, the balance between company sizes, the balance between subsectors, the total number of ENGAGE members, and the applicant's motivation and expertise to contribute.*

Commitments of the Member Company to Catalisti per membership category:

- CONNECT membership
 - To demonstrate openness to connect with possible partners to discuss potential innovation opportunities;
 - To have the intention to attend (inter)national activities (co-)organized by Catalisti, including events, network opportunities and thematic co-creation sessions;
 - To have the intention to participate in the Catalisti General Assembly (1x/year) with a representative;
 - To pro-actively inform Catalisti of any changes in contact and invoicing details via info@catalisti.be, e.g. contact person, entity address; and
 - To share relevant information on (potential) investments, resources and/or collaborations with Catalisti that were made, committed, obtained and/or initiated, which are (in)directly linked to previous or ongoing Catalisti initiatives (upon specific request).
- INNOVATE membership
 - To include all CONNECT commitments;
 - To openly discuss its innovation agenda with the assigned Catalisti account manager;
 - To adhere to the Communication Guidelines (see Section 5 below);
 - To remain an INNOVATE (or ENGAGE) member for the full duration of each open innovation project in which it participates, including possible project extensions;
 - To pay an annual project fee, depending on the (number of) projects it participates in; and
 - To share relevant information to measure the impact and valorization of each granted (inter)cluster project supported by Catalisti, during and until 5 years after completion or termination of such project (upon specific request).

- ENGAGE membership
 - To include all CONNECT and INNOVATE commitments, with the exception of the payment of an annual project fee;
 - To act as an ambassador towards other stakeholders regarding the mission and vision of Catalisti; and
 - To participate in the Catalisti Innovation Committee (6x/year).

2.1.2 Member Research Institution

The Member Research Institution will be subscribed to one of two membership categories for research institutions, i.e. COOPERATE or GUIDE.

Commitments from Catalisti to the Member Research Institution per membership category:

- COOPERATE membership
 - To grant free access to a range of (inter)national activities (co-)organized by Catalisti, including events, networking opportunities and thematic co-creation sessions;
 - To facilitate the initiation and participation in multi-partner innovation projects, in collaboration with other stakeholders, which can be (partly) supported by VLAIO or other funding agencies;
 - To grant access to the Catalisti Extended Team meetings (4x/year) to align on and be informed about Catalisti's ongoing activities;
 - To not charge an additional project fee when participating as an active partner in (inter)cluster projects;
 - To increase the visibility in Catalisti's marketing channels (e.g. website, LinkedIn, newsletter) for member content related to projects, collaborations and/or connections facilitated by Catalisti (subject to mutual agreement);
 - To disseminate relevant sector-related research results within the Catalisti network (subject to mutual agreement);
 - To support regional, national and European innovation projects via a letter of intent or support (subject to internal assessment);
 - To grant access to the online member platform of Catalisti once operational; and
 - To grant voting rights at the Catalisti General Assembly.
- GUIDE membership**
 - To include all COOPERATE commitments;
 - To assign a dedicated Catalisti account manager who will:
 - Know and understand the research agenda of the Member;
 - Inform the Member about innovation opportunities in the chemistry and plastics sector;
 - Provide discrete mediation for company-initiated innovation requests;
 - Schedule an on-site account meeting (min. 1x/year); and
 - Facilitate (inter)cluster projects in all aspects, e.g. communication enhancement, proposal review and legal support.
 - To grant access to the Catalisti Innovation Committee (6x/year), which has the following responsibilities:

- Steer the organisation in terms of scientific-technological content;
 - Deliver strengthening advice to project proposals in early phase; and
 - Manage the innovation agenda of Catalisti.
- To promote relevant spin-offs and patents within the Catalisti network (subject to mutual agreement); and
 - To create a possibility for increased visibility at Catalisti events, e.g. dedicated speaker slots or showcase opportunities (subject to availability and mutual agreement).

***GUIDE membership is subject to approval through an admission procedure.*

Commitments from the Member Research Institution to Catalisti per membership category:

- COOPERATE members
 - To demonstrate openness to connect with possible partners to discuss potential innovation opportunities;
 - To have the intention to attend (inter)national activities (co-)organized by Catalisti, including events, network opportunities and thematic co-creation sessions;
 - To have the intention to participate in the Catalisti General Assembly (1x/year) with a representative;
 - To pro-actively inform Catalisti of any changes in contact and invoicing details via info@catalisti.be, e.g. contact person, entity address;
 - To adhere to the Communication Guidelines (see Section 5 below);
 - To coordinate with Catalisti in an early stage of project ideation when there is a clear intention to initiate a Catalisti open innovation project within the chemistry and plastics sector. A minimum requirement is the involvement of at least one engaged industrial partner;
 - To share relevant information on (potential) investments, resources and/or collaborations that were made, committed, obtained and/or initiated, which are (in)directly linked to previous or ongoing Catalisti initiatives (upon specific request);
 - To share relevant information to measure the impact and valorization of each granted (inter)cluster project supported by Catalisti, during and until 5 years after completion or termination of such project (upon specific request). This includes the provision of all reporting provided by the Member to the funding agency (e.g. VLAIO), online access to the online portal of the funding agency (e.g. KRIS) and other relevant project information;
 - To pro-actively inform Catalisti about its granted projects, public patent applications, and accepted publications in the chemistry and plastics sector; and
 - To comply with the applicable (inter)cluster procedure for participation in (inter)cluster SBO calls.
- GUIDE members
 - To include all COOPERATE commitments;
 - To act as an ambassador for the mission and vision of Catalisti to other stakeholders; and
 - To participate in the Catalisti Innovation Committee (6x/year).

2.2 Membership fee

The Member needs to pay Catalisti an annual membership fee according to the chosen or applicable membership category. The membership category chosen by or applicable to the Member can vary over time as agreed upon between the parties in writing.

The annual membership fee is non-refundable. Catalisti has the right to update the membership fees on an annual basis, provided that it communicates the updated fees applicable for the next calendar year to the Member Company at least three and a half (3.5) months before the end of the then-running calendar year.

2.2.1 Member Company

The annual membership fee (EUR excl. VAT/year) that a Member Company needs to pay to Catalisti depends on the size of the enterprise (i.e., micro, small, medium, large) and the membership category (i.e., CONNECT, INNOVATE or ENGAGE):

	Large Enterprise (LE)	Medium Enterprise (ME)	Small Enterprise (SE)	Micro Enterprise (μE)
CONNECT	€ 2.000	€ 1.000	€ 500	€ 200
INNOVATE	€ 10.000	€ 6.000	€ 2.500	€ 700
ENGAGE	€ 25.000	€ 12.000	€ 6.000	€ 1.500

The [EU SME definition as applied by VLAIO](#) will be used to determine the size of the enterprise based on the publicly available annual accounts.

2.2.2 Member Research Institution

The annual membership fee (EUR excl. VAT/year) that a Member Research Institution needs to pay to Catalisti is € 5.500 for COOPERATE members and € 6.500 for GUIDE members. An additional fee will apply for Moonshot participation.

2.3 Membership Term

The membership runs from the date of acceptance of the Terms & Conditions until 31 December of the same year and is thereafter automatically renewed for additional one-year terms unless a party provides the other party with written notice of termination at least three (3) months prior to the renewal date. In case of termination by the Member, such notice shall be directed to accounting@catalisti.be or to the assigned Catalisti account manager.

Payment of the invoice for a membership period shall constitute acceptance of the applicable membership fee, project fee and advisory board fee for that period.

A Party may terminate these Terms & Conditions, and hence the membership, if the other Party is in breach of these Terms & Conditions. In such case, the non-defaulting Party shall first give written notice to the other Party specifying the breach. If the other Party fails to remedy such breach within thirty (30) days after receipt of such notice, the non-defaulting Party may terminate these Terms & Conditions by giving written notice to the other Party. A Party may also terminate the Terms & Conditions, and hence the membership, by giving written notice to the other Party if the other Party becomes insolvent.

2.4 Switching between membership categories.

In case the Member wants to change its membership category, it should do so in writing at least three (3) months prior to the date on which the Member wants the switch to take effect.

Switching can only take effect on 1 January or 1 July of each year. The membership fee will then be recalculated pro rata.

If a Member Company wants to actively participate in an innovation project, the Member Company is required to upgrade its membership from CONNECT to at least INNOVATE once Catalisti closes the project consortium, i.e. when the consortium is complete and additional Members can no longer join the project. The Member Company should maintain this INNOVATE membership for the full duration of the project, including possible project extensions.

3. INNOVATION PROJECTS

The Member may participate in innovation projects, funded by VLAIO or other funding agencies, subject to the applicable cluster project eligibility criteria and the corresponding membership category. In such projects, companies and, where relevant, research institutions collaborate to contribute to a competitive, sustainable and resilient chemical and plastics sector. Participation in and approval of such innovation projects follow a fixed, non-amendable procedure.

Catalisti will use reasonable efforts to assist in finding relevant project partners and covering missing expertise to complete a consortium and set up a project. In turn, the Member commits to use reasonable efforts to diligently complete its tasks in the approved projects.

The Member Company confirms that it is not an [Enterprise in Difficulties as applied by VLAIO](#), either as an independent company or as part of a consolidated group of companies, at the time the project is submitted to VLAIO. The Member Company will promptly inform Catalisti in writing if this changes.

The Member acknowledges that Catalisti is not involved in and not responsible for the eligibility checks, the evaluation procedures and subsidy payments for innovation projects that are undertaken by VLAIO or other funding agencies. All details on the role of VLAIO in each project type can be found on the [VLAIO website](#).

Once VLAIO or other funding agencies approve and fund a(n) (inter)cluster project, Catalisti may publicly communicate the non-confidential project-related information towards its network (see Section 1), including a high-level description of the project that has been up-front approved by the consortium.

3.1 Project fee

The Member Company, with the exception of ENGAGE Members as set out in section 2.1.1, needs to pay an additional project fee for each innovation project in which it participates. The annual project fee (EUR excl. VAT/year/project) depends on the size of the enterprise (i.e., micro, small, medium, large) and the project type (e.g., CLUS-ICON, CLUS-COOP):

	Large Enterprise (LE)	Medium Enterprise (ME)	Small Enterprise (SE)	Micro Enterprise (μE)
CLUS-ICON	€ 3.000	€ 1.500	€ 750	€ 400
CLUS-COOP	€ 3.000	€ 1.500	€ 750	€ 400

For other project types in which the Member Company wants to actively participate, the project fee will be determined case by case.

Fees are due on a yearly basis. Catalisti has the right to update the project fees on an annual basis, provided that it communicates the updated fees applicable for the next calendar year to the Member at least three and a half (3.5) months prior to the end of the then running calendar

year. Updated project fees shall not apply to projects with a start date prior to that next calendar year.

The project fee needs to be paid on a yearly basis, starting from the official starting date until the official end date of the project, excluding possible project extensions. It will be invoiced at the beginning of the year together with the membership fee. If the project was terminated prior to the beginning of a certain calendar year, no project fee will be payable to Catalisti for that calendar year.

For intercluster projects, Members will follow the membership rules of Catalisti, unless the Member Company is also a member of the other innovation cluster(s) that co-organize(s) the project. In this case, the Member Company and the involved innovation clusters will agree which set of cluster membership rules shall be followed.

3.2 Advisory board fee

The Member Company needs to pay an additional advisory board fee for each advisory board in which it participates. Advisory boards can exist, for instance, for CLUS-CSBO, CLUS-ICON, CLUS-COOCK+, CLUS-LATR and CLUS-TETRA projects. The annual advisory board fee (EUR excl. VAT/year/project) depends only on the size of the enterprise (i.e., micro, small, medium, large).

	Large Enterprise (LE)	Medium Enterprise (ME)	Small Enterprise (SE)	Micro Enterprise (μE)
CLUS-CSBO	€ 1.500	€ 750	€ 500	€ 250
CLUS-ICON	€ 1.500	€ 750	€ 500	€ 250

For CLUS-SBO, the payment of an advisory board fee is mandatory by VLAIO for all types of Member Companies. For CLUS-ICON projects, no advisory board fee needs to be paid by INNOVATE and ENGAGE members. For CLUS-COOCK+, CLUS-LATR and CLUS-TETRA the advisory board fees are case dependent and will be decided for each project individually.

Fees are due on a yearly basis. Catalisti has the right to update the advisory board fees on an annual basis, provided that it communicates the updated fees applicable for the next calendar year to the Member at least three and a half (3.5) months prior to the end of the then running calendar year. Updated advisory board fees shall not apply to projects with a start date prior to that next calendar year.

The advisory board fee needs to be paid on a yearly basis, starting from the official starting date until the official end date of the project, excluding possible project extensions. It will be invoiced at the beginning of the year together with the membership fee.

Instead of a financial contribution, in-kind contributions that demonstrate a deployment of manpower and/or resources of equivalent value may also be considered, if clearly substantiated and valued.

If a foreign company or business unit is involved, then membership fees, project fees and advisory board fees will be discussed case by case.

4. PAYMENT

Catalisti will invoice the annual membership, project and/or advisory board fees in January and/or July of each year. The standard applicable payment term is thirty (30) days after receipt

of the invoice. Any disagreement about the invoice should be notified to Catalisti within fifteen (15) business days after receipt of the invoice. If not, the invoice will be considered approved.

After the payment term has expired, Catalisti will send the Member two payment reminders after seven (7) days and twenty-one (21) days, respectively. A final reminder will be sent thirty-five (35) days after the payment term has expired. Catalisti will summon the Member to pay the outstanding amount sixty (60) days after the payment term has been expired. Failure to pay within the term set out in the summons will give Catalisti the right to charge an additional administration fee of € 50 or to terminate the Terms & Conditions and hence the membership.

When becoming a Member or when switching membership category, the annual membership fee will be pro-rated at the start of the semester that follows the commencement of the membership or the change in membership category.

5. COMMUNICATION

The Member will adhere to the [communication guidelines](#) when referring to Catalisti in external communication.

The Member gives permission to Catalisti to use general company information (such as logo, short non-confidential description of its activities, etc.) and high-level project specific data (such as name of the project, project partners, budget, date, etc.) to update the Catalisti website and to use it on other communication channels. All other communication will be done in mutual agreement.

When the membership ends, the logo of the Member will be removed from the Catalisti website. However, Catalisti may still maintain the name and details of the Member in all communication (website, mailings, social media and other communications) pertaining to projects in which the Member participated.

6. CONFIDENTIALITY

“Confidential Information” means all information in whatever form or mode of transmission, which is disclosed by a party (the “Disclosing Party”) or its affiliates to the other party (the “Receiving Party”) or its affiliates and which is marked as “confidential” or which, due to its character or nature, a reasonable person in a like position to the Receiving Party and under like circumstances would treat as confidential. The Member acknowledges that Confidential Information provided by Catalisti to the Member may include information in respect of which Catalisti itself owes an obligation of confidentiality towards a third party.

The Receiving Party shall, up until five (5) years from disclosure of the Confidential Information, (a) not use the Disclosing Party’s Confidential Information other than for the purpose for which it was disclosed; and (b) without the prior written consent of the Disclosing Party, not disclose such Confidential Information to any third party other than its Affiliates and self-employed consultants.

Notwithstanding the foregoing, the Member acknowledges that, as part of its project-related activities, Catalisti may share the Member's Confidential Information with other Catalisti members or third parties that are or may become involved in a project in which the Member has expressed an interest, provided that (i) such other member or third party is bound to confidentiality obligations similar to those contained in these Terms & Conditions, and (ii) the

Member has approved Catalisti's sharing of Member's Confidential Information with those other members or third parties for the purposes of that project.

The foregoing obligations of this Section 6 do not apply to disclosure or use of information, if and in so far as the Receiving Party can show that (a) the information was or later became public other than through a breach of the Receiving Party's confidentiality obligations; (b) the information is received by the Receiving Party without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party; (c) the information was already known to the Receiving Party prior to first disclosure hereunder; or (d) the information was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party.

Upon the Disclosing Party's written request, the Receiving Party shall promptly either return or destroy all Confidential Information of the Disclosing Party in its possession, including all copies thereof, and shall, upon request, confirm such destruction in writing. The Receiving Party shall also delete any Confidential Information stored in machine-readable form. Notwithstanding the foregoing, the Receiving Party is not required to delete Confidential Information retained in routine backup or archival systems created in accordance with its standard security, business-continuity or disaster-recovery procedures, provided that such retained Confidential Information remains subject to the confidentiality obligations set out in these Terms & Conditions and is not restored or accessed except as required for those purposes.

7. ADDITIONAL PROGRAM: MOONSHOT

Catalisti is the coordinator of the Flanders Industry Innovation Moonshot initiative in Flanders. Participation in the industrial advisory board of Moonshot projects is open to organizations legally established across all EU member states. More information on the Moonshot initiative and/or industrial advisory board participation can be requested via moonshot@catalisti.be.

8. OTHER

(a) The Terms & Conditions shall be governed by the laws of Belgium without regard to its conflict of laws principles. The parties agree to bring any action relating to the Terms & Conditions exclusively in the courts of Antwerp.

(b) If any provision of the Terms & Conditions is found by a court to be unenforceable or invalid, then such provision shall be amended to the extent necessary to render it valid and enforceable, and the remaining clauses of the Terms & Conditions will not be affected by such finding.

(c) No waiver of any breach of, or performance under, the Terms & Conditions, shall be effective unless given in writing, and no waiver of any breach or performance shall be deemed a waiver of the same breach or performance in the future or of any other breach or performance.

(d) Neither party may transfer the Terms & Conditions without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed.

(e) The Terms & Conditions constitute the entire agreement of the parties and replace all prior agreements of the parties with respect to the subject matter hereof.

(f) Each party shall fully comply with its respective obligations under all applicable privacy and data protection laws and regulations.

(g) The parties are independent contractors and nothing contained in the Terms & Conditions will be construed to place them in the relationship of partners, principal and agent, employer and employee, or joint venturers. Each party agrees that it will have no power or right to bind or obligate the other and neither party will hold itself out as having such authority.

(h) These Terms & Conditions apply to the exclusion of any other (general) terms and conditions of the parties.

(i) Catalisti reserves the right to amend these terms and conditions by communicating the updated terms and conditions to the Members in writing at least three and a half (3.5) months prior to the end of a calendar year. A Member's subsequent payment of the membership fee invoice will constitute acceptance of these amended terms and conditions.