DI2.5: Marketing

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ABSTRACT	This paper reports on Marketing activities initiated since June 2006.

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1 Introduction

PROMISE intends to find its own identity, as a technology, as a common architecture, infrastructure and overall as a framework or system.

PROMISE is not just a matter of developing appropriate technologies, but also to combine them into a new generation of Product Information Tracking and Flow Management system that allows all actors that play a role during the lifecycle of a product to track, manage and control product information at any phase of its lifecycle at any time and any place.

The ultimate goal is to create impact in industry through the uptake of results in industry.

The above scope is achievable if the PROMISE consortium is able to mobilise the necessary critical mass, especially in terms of attracting strong members and activate an effective IRG (Industrial Reference Group)

Traditional practices of developing technologies, combining them into a system and deploying application scenarios were deemed insufficient and in order to kickstart industrial take-up it was decided to appoint a marketing manager.

Besides the expected role of marketing, which is to give visibility to the PROMISE Project, Marketing's prime objective is interpreted as a vehicle to ensure that PROMISE will live beyond month 42, utilising both conventional and innovative ways of achieving this.

Although the project cannot have as a goal the development of a PROMISE "product" the design of the project incorporates exploitation deliverables for each of the consortium partners. The creation of an "Exploitation Manager" highlights the importance that has been accredited to this. It is clear however that not all consortium partners will be able to approach exploitation with the same objectives in mind. Clearly Demonstrators have different objectives to Academic research Partners which are again far from those shared by the Technology providers. The marketing message must take this into consideration.

Merely providing general project visibility to a wide audience will at best create interest but will not lead to any rapid uptake of the PROMISE framework.

It would also be wise to allocate the resources there where the impact is most likely to lead to the desired results and not attempt a generalised message that would again only serve to "create interest".

Marketing will have the most likely chance to succeed in its main goal, to have PROMISE survive beyond M42 by creating a spiral and viral approach. Roughly translated, this implies starting to communicate as if Technology Providers are ready to commercialise the PROMISE concept, utilising the Demostrators as "Reference Clients".

The purpose of this document is to report on progress made during the 6 months leading up to M24 and how issues raised during the ITA were addressed.

2 Relevant critical issue identified June 2006

The consortium has not yet achieved and demonstrated their capability to activate an effective IRG. Its activation and monitoring could be added to the responsibilities allocated to the Marketing Manager. A precise timing for the IRG launch is still missing.

2.1 Recommendation 10: Better segmenting industrial dissemination

DI 2.4 (Dissemination activities) includes an impressive set of dissemination activities conducted by the consortium, including publications, papers and presentations. Several publications are also foreseen for the next period. The intention to organise national information days, suitable to support national dissemination of the PROMISE achievements, is welcome. Dissemination should however better segment and classify within the next version of DI2.4, scheduled at month 24, the target audiences, and differentiate the strategy. In particular, activities addressed to industrial organisations should find specific instruments (e.g. commercial brochures) and synergy with other instruments (e.g. the IRG). There should be also the tracing of those downloading the public deliverables from the project web site.

2.2 Recommendation 11: Revising the marketing approach and plan

DI 2.5 (PROMISE marketing) introduces a paramount area for the future of PROMISE: marketing. The IRG activation is a major milestone in this respect. The group is not yet there, and there are no clear signs neither specific plans nor timing for its activation. As clearly recognised within DI2.5, the point here is to define a convincing and "marketable" value proposing for PROMISE, moving from the technical approach towards industrial impact and benefits. The deliverable declares that the definition of the target groups and of the competitive benefits is almost done, however there is no evidence of this. The deliverable does not present any effective marketing argument. The presentation at the ITA2 meeting offered instead several points of interest, very well stressing the needs in terms of value proposition understanding and presentation. Also, some concrete actions towards the IRG creation have been presented, including the foreseen reserved website. The next version of DI 2.5, scheduled at month 24, should reflect and elaborate on what presented at the review meeting, with a detailed marketing plan, the value identification, the competitive benefits and the working methodology of an already fully active IRG and web community. On the matter none of the partners objected at the review meeting on letting the IRG members be exposed to the PROMISE results and achievements, in order to ensure their possible critical view and supporting contribution.

3 Definition of Target Groups

ITA2 month 18, was critical that there was no evidence of target groups having been identified. This criticism was partly justified as a shift in focus had been made to take a wider view and not concentrate solely on the potential of a by definition "restricted" IRG group. It had been decided to rather concentrate on potential "clients" of the PROMISE framework within the manufacturing industry. This would likely be companies manufacturing capital intensive products with complex and long lifecycles. Secondly it had been necessary to create a marketable message as to "What is PROMISE-PLM" prior to being able to contact any potential interested parties. This message was created and is presented Appendix A: page 12.

3.1 Target Groups

Large to medium sized manufacturing industries, producing:
Capital intensive products with long and/or complex life-cycles
High volume goods with environmentally sensitive recycling requirements

3.2 Face to face meetings wit companies in the target group

Based on a number of test telephone interviews that were held with targeted industries in Finland, it became rapidly clear that PLM is not a well defined organisation within companies and responsibilities are often unclear. A simple method was developed to try and locate the right person and this resulted in a number of face to face meetings. The questionnaire presented in appendix B was not rigorously adhered to as it was the intention to have face to face meetings.

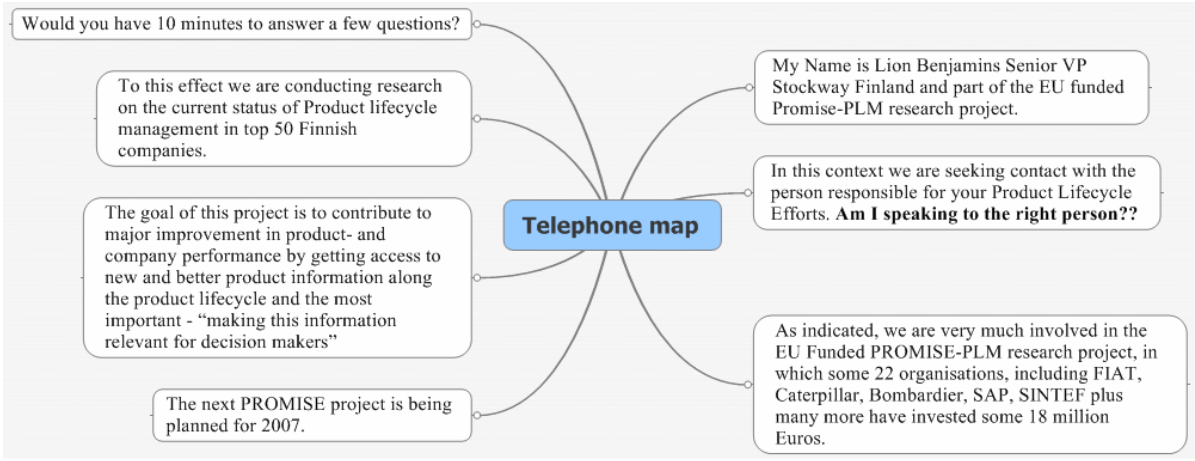

Figure 1: Telephone Interview Map

The discussions allowed us to discover that 35 of the targeted companies in Finland had already grouped themselves into an organised group called BESTSERV. The Marketing Manager allowed himself to be invited to speak at the next event. This was done and PROMISE was presented. It was during this event that it was discovered that BESTSERV had constituted a PLM interest-group. It is intended to follow this up and target key players in this group for IRG activity.

SINTEF hosted a group of 90 delegates representing some 65 Norwegian manufacturers all involved as utilisers of Numerically Controlled Machines. Again, PROMISE was presented by the

Marketing Manager, followed by visits to several manufacturing plants. Although no immediate industrial contacts were made, the relevance of the selection criteria specified above for Target Groups were confirmed. Contact was also made with service providers in the PLM industry and interest for PROMISE confirmed.

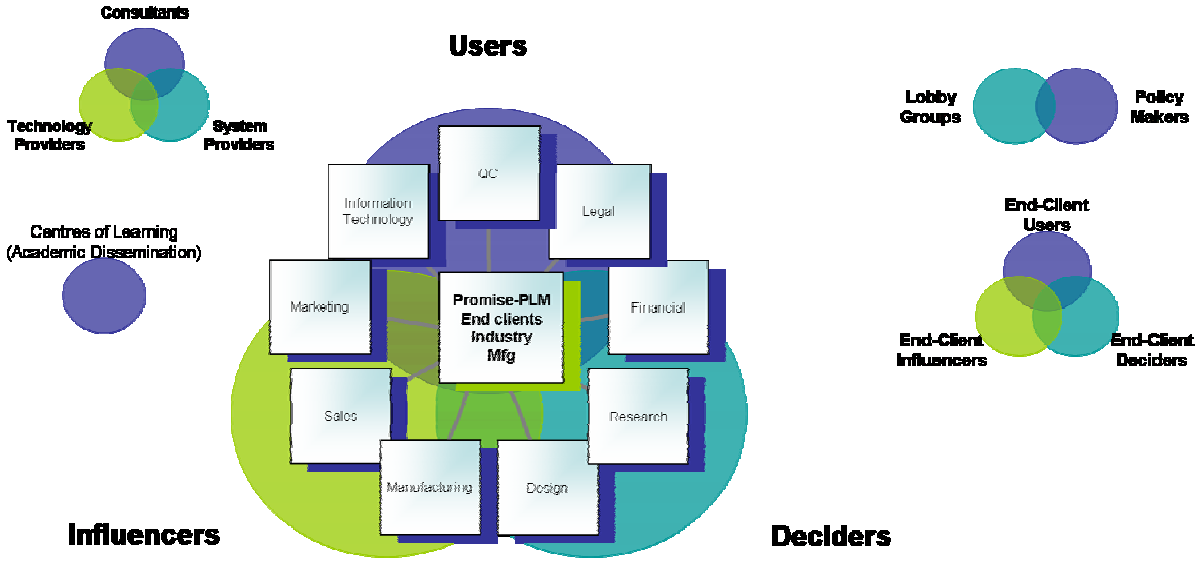

Figure 2: Visibility Target Groups

4 Industrial Reference Group

Considered as the main shortcoming and the first recommendation during the ITA in June 2006, the main issue that needed addressing in order to resolve this important issue, it was necessary to create value for the potential IRG partner.

At the time of the ITA there were no “Public” deliverables and it was difficult to conceive what would motivate a prospective IRG member to be willing to travel or even take time to evaluate “technical” documents. There was no historical data to act as guidance and the concept of an IRG was new in EU projects.

It was decided to create “Public” versions of the “Peer Review” documents that were being compiled and each demonstrator was asked to highlight the information that would be considered “non-public” These descriptions of each application would enable an IRG member to understand the concept of the demonstrator and it would become understandable for a non-initiated industrial partner.

It was decided that not all willing partners could be accepted as IRG members. In one way certain exclusivity would act as a motivator and secondly it would allow a measure of control and elimination of non suitable applicants. This led to the development of Questionnaire I.

Setting up an IRG has a double objective. One the one hand it serves as a sondage to evaluate the relevance of the different aspects of the project and possibly more significantly, to start educating potential future clients and early adopters.

It was decided to ensure an as wide as possible “VISIBILITY” of the project and its objectives. These activities will be detailed in the later section 8.

In order to test the relevance of the deliverables and their relative impact a number of telephone interviews were conducted which resulted in one on one meetings with industrial companies in Finland.

Secondly a presentation was given to members of the Bestserv community in Finland. This group comprises 35 significant companies in all sectors of the manufacturing and service industry.

Thirdly a presentation was given to some 90 persons in Norway, representing some 35 companies involved in the manufacturing industry.

Fourthly, during the IST in Helsinki, a select group of visiting companies were invited to specifically discuss the opportunities of joining the IRG.
There were nine participants in total from Greece, Spain, Finland and Switzerland. Organisations represented were mainly from research and one IT consulting company. Our approach was heralded as very successful and the level of interest was unanimously positive. All involved could identify with the objectives of the project and real end user client cases could be identified both in Spain as well as in Greece.

Finally, in cooperation with SAP, a group of selected key clients will be invited to a meeting at the SAP headquarters with the same objectives as above. The IST group indicated they would be prepared to participate in this as well. Time now needs to be made available to follow this activity up.

The purpose of these activities is to refine the process of IRG member acquisition and receive early feedback as to the applicability of PROMISE in industries beyond those of the existing demonstrators.

An additional objective is to ensure that the process following the message being sent out to 100,000 potential interested parties has most chance of succeeding in kick-starting a snow-ball effect.

5 Value Innovation for PROMISE clients

PROMISE has the potential to significantly change the competitive playing field by reconstructing traditional market boundaries and reaching beyond existing demand. The ultimate objective being increased and irresistible buyer value whilst decreasing costs.

It is our intention to build a new approach to potential markets into the “Implement PROMISE” message.

- Look across Alternative Industries
- Look across Strategic Groups within Industries
- Look across the Chain of Buyers (Purchasers-Users-Influencers)
- Look across Complementary Product and Service Offerings
- Look across Functional or Emotional Appeal to Buyers
- Look across Time

6 Effective Marketing Arguments - Tangible Benefits

Making the right decision begins with the right information.

In today's business environment marked by globalisation and technology advancement, the marketplace is getting bigger and smaller at the same time.

Product lifecycle management or PLM represents an all-encompassing vision for managing all data relating to the design, production, support and ultimate disposal of manufactured goods.

Business managers can feel instinctively that PLM, with its focus on products, is what they are looking for. Having invested in SCM to manage the supply chain, in CRM to get close to their customers, in ERP to get the enterprise under control, now all they need is more great products and more revenue from each product.

SCM, CRM and ERP can not provide benefits such as:

100% increase in the rate of introduction of new products
25% increase in revenues by upgrading existing products and extending lifecycles
Sevenfold increase in part reuse
75% reduction in costs due to product recalls, failures and liabilities

PLM can.

By joining up all the product-related activities across the extended enterprise - from the beginning through to the end of life - PLM makes possible the massive bottom-line benefits that top managers are looking for.

The Benefits of PLM

PLM helps companies adapt to shorter lifecycles, getting products to market faster, managing them all the way across their lifecycles in the most effective way, providing better support for product use, and supporting end-of-life better.

PLM extends and brings together previously separate activities such as CAD, PDM, Configuration Management and Group Technology, Sustainable Development, Product Portfolio Management, Life Cycle Analysis and Recycling.
But...

Without a joined-up approach to these activities, developing and supporting products or components that are replaced is a nightmare.

PROMISE-PLM closes the information gap

PROMISE-PLM provides benefits for all participants in the product lifecycle:

Supported by the EU, 22 technology providers, industrial partners and research institutes have invested more than €14 million in a project aimed at closing the information gap. Early results are able to demonstrate how 10 application scenarios have the potential to improve the bottom line results of major industrial players such as FIAT, BOMBARDIER and Caterpillar.

- Customers will benefit from intelligent, user-friendly, reliable, high-value products
- Marketing personnel will get complete data about the modes of use and conditions of retirement and disposal of their products
- Service, maintenance and recycling engineers will get real-time assistance and advice as well as complete and up-to-date data about the status of the product over the Web
- Designers will be able, based on extensive know-how and experience of the product's lifecycle and behaviour, to improve product designs
- Recyclers and re-users will be able to obtain accurate information about the value of parts and materials arriving via EOL routes
- Companies will be able to show good governance for their products, showing they are in control of the product both during its life and when it gets to the end of life
- Companies will achieve a positive environmental image through improved and more efficient refurbishment and recycling decisions and actions

7 Visibility

Marketing has succeeded in creating a unique IMAGE in the form of a world class logo and a catching tag line for PROMISE smart products, "Wisdom Within"

A "commercial" WEBSITE has been created (www.promise-plm.com) as well as an entry from www.promise-plm.eu . Clients that register receive a welcoming mail and their coordinates are known. They will receive an invitation to download John Stark's white paper and also asked if they are interested in evaluating "Case studies" (Public Deliverables prepared for the public version of the peer review process)

A "COMPANY PRESENTATION" has been created which was shown at several events including the last IMS event in Australia.

An IST Software Technologies document was created

We entered the "BEST IST WEBSITE" competition

We have a stand at the IST Helsinki event in November 2006.

We were asked to contribute to the EURONEWS documentary which was filmed in Berlin, shown on the Euronews in 7 different languages and will remain on-line on the Euronews website.

8 Visibility Plans

Part of the Marketing budget has been used to contract PLM expert and author John Stark to write a white paper aimed at explaining the relevance of PROMISE "Smart Products" to Industry and PLM entitled "**The Promise of Increasing Business Value with PLM and Smart Products"** as well as a 1200 word editorial that will appear in the Jan/Feb issue of The Engineer together with an advertisement sponsored by PROMISE.

The White paper was made available during the IST Helsinki event in exchange for a business card. Some 55 cards were collected in this manner and will go into the database used to keep people informed.

The editorial is expected to be seen by some 12,000 subscribers of the printed version of the magazine as well as some 75,000 subscribers of the electronic version. It is intended as a "teaser" which directs readers to the PROMISE website and invites them to download the complete white paper. Names will be registered and it instended to invite those names to evaluate case studies and answer a few questions.

The same procedure will be followed with the 9,000 recipients of John Stark's electronic newsletter, which together with the preceding, leads us to reaching nearly 100,000 relevant people.

Assuming 3% return would lead to 3,000 readers of the white paper and 10% of those taking an interest to evaluate the case studies could lead to 300 IRG "reviews".Given the level of the subscribers it might be justified to anticipate a much higher return especially from within the John Stark list.

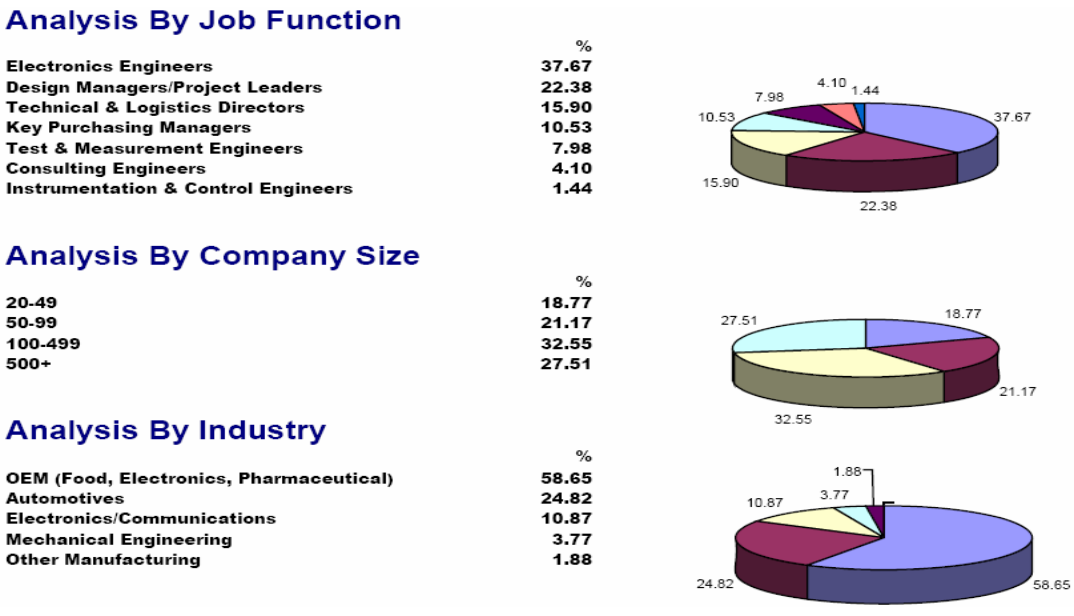

Figure 3: The Engineer readership analysis

It is intended to utilise the paid advertisement in the Jan/Feb issue to draw potential future technology providers into showing an interest and making them selves known to us. This will allow us to start building up a database of companies.

If the returns of this investment prove satisfactory, we have already agreed with the publisher of the magazine to accord us a second editorial (in return for a sponsored advertisement) as a follow-up in the May/June issue.

Figure 4: Advert appearing in The Engineer Jan 2007

Table 1: Deliverables

Document	Description
Public versions of peer review input documents	A1 A2 A3 A4 A5 A6 A7 A8 A9 A10
Questionnaire I	Questionnaire to evaluate the suitability of the industrial partner as an IRG member
Questionnaire II	Questionnaire to evaluate an application scenario for relevance by an IRG member

Appendix A: Marketing description : 'What is PROMISE-PLM ?'

PROMISE
wisdom within

What is PROMISE-PLM?

Promise-PLM is a key enabling technology for advanced product lifecycle management and real-time data monitoring throughout the product value chain.

Introduction
A product system's lifecycle is characterised by three phases:

- BOL (beginning of life) including design and production
- MOL (middle-of-life) including use, service and maintenance
- EOL (end-of-life) characterised by various scenarios such as reuse, refurbishment, disassembly and disposal.

During the total life cycle, numerous events take place that can impact a product's present life or its future lives. These events can occur at different locations, under different conditions and with different owners or service providers. A product can be simple, consisting of single or more components or complex, comprising multiple components and sub assemblies.

Industry's ability to provide holistic products and supporting services is limited by the information gaps that exist within the total product lifecycle: the flow of information becomes less and less complete as the product moves from the design/production phase to the middle- and end-of-life phases.

Focus
PROMISE-PLM focuses on the complete lifecycle of a product, addressing gaps in the information flow and creating better understanding of total life cycle events and the total costs of products over the lifecycle.

By feeding relevant information back to the earlier design and production phases and forwards to the appropriate intervention areas PROMISE-PLM gives key players effective instruments to create better services and add value to the composite product.

Scope
The breakthrough contribution of PROMISE-PLM is to allow information flow management to go beyond organisational barriers, securely. It effectively closes the product lifecycle information loops using the latest ICT, and seamlessly transforming that information into knowledge.

New generation Product Information Tracking and Flow Management systems allow all actors involved in the product's lifecycle (managers, designers, service and maintenance operators, recyclers, etc.) to track, manage and control product information at any phase of the product lifecycle at any time and from any location.

Components
The typical Promise-PLM system is made up of the following components

PEID (Product Embedded Information Device)
Promise-PLM recognises unique items (complete product, sub assembly or component). Promise-PLM accommodates different identification technologies including state of the art RFID.

The core component of the Promise-PLM system is the PEID.
The PEID is essentially a data storage device which identifies the unique product and which can be read or written to. Some products may justify sophisticated on board data processing devices that can be connected to sensors or actuators on the product. These capture lifecycle events or specific conditions that can impact the product such as temperature or pressure.

Different industries have different requirements and Promise-PLM recognises the need for diversification by specifying interfaces. Achieving maximum advantage may require development of industry- or product- specific PEIDs. These can be based on a combination of technologies, such as bar-code, RFID transponders and short- as well as long-range wireless communication technologies.

Data from the PEIDs is accessed via middleware.

Middleware
Promise-PLM middleware enables both device management and communication between one or more PEIDs and existing enterprise backend software. Middleware also acts as the networking layer of the Promise-PLM systems, enabling different players in the network to have controlled and secure access to relevant information. This ISC layer (Inter System Communication) is a key element that allows connection of the phases of life and closing the loop. According to requirements, information can be stored on-board on the PEID, locally at the site of the owner of the information or where the information has been created, or it can be stored in a centralised data warehouse.

PDKM (Product Data Knowledge Management)
The Promise-PLM PDKM system integrates and manages information from all lifecycle phases of the product. It is able to locate information that is available for a given unique item via the ISC layer and makes this information available to among other, the DSS system.

DSS (Decision Support System)
The true value of the Promise-PLM system comes form the use to which the available data can be put.

Promise-PLM has developed and also provides guidelines for the development of algorithms for specific industrial applications to provide decision support for predictive maintenance, diagnosis and analysis of use patterns. Up-to-date and accurate lifecycle information can, for example, have significant influence on residual life decisions regarding individual sub-assemblies or components and positively impact the environment through improved and more efficient recycling or refurbishment decisions.

The Promise-PLM DSS can deliver direct instructions to specific players or automated systems in the value chain of a product based on individual and unique item lifecycle information and introduce the notion of “intelligence” to the product, which is able to tell what to do with itself.

Benefits in closing product lifecycle information loops:

- Producers
  Complete data about the modes of use and conditions of retirement and disposal of their products, lowers manufacturing costs and gives product a new life.
- Service and maintenance and recycling experts
  Complete up-to-date information about the status of a product and real-time decision support through the internet.
- Designers
  Ability to exploit expertise and know-how of the other players in the product’s lifecycle and thus improve product designs towards lifecycle quality goals.
- Recyclers/re-users
  Ability to obtain accurate information about “value parts and materials” arriving via EOL routes.
- End users
  Promise-PLM delivers better value and ROI

Standards based technology
Promise-PLM maximises strengths of existing hardware and legacy IT systems by ensuring interoperability between systems whilst accommodating unique requirements within different industries.

Applications are being tested in a number of PROMISE demonstrators in the automotive, railway, heavy load vehicle, electronics and white goods sectors. Activities also address integration and standardisation, business development, and training issues.

Impact and Exploitation
End users are more and more conscious about the impact of products they buy, both on their pockets and the environment. In today's fast-changing global business environment, this compels manufactures to seek new ways of providing additional value to customers and gaining competitive advantage. Past initiatives aimed solely at product cost, quality or time-to-market are no longer sufficient to achieve market leadership.

PROMISE offers potential stakeholders an attractive business proposition: to create value by transforming information to knowledge at all phases of the product lifecycle and improve product and service quality, efficiency and sustainability.

A realistic opportunity for early adopters
Early adopters are able to make the most out of the PROMISE and be at the front line in delivering value to end users.

Interested?
Contact us for more information on how to add wisdom to your smart product! info@promise-plm.com

Additional Information
PROMISE has received funding from IST and is an endorsed IMS project. It has brought together a large international partnership involving five IMS regions: EU, Switzerland, Japan, Australia and USA. This integration of research efforts with common or similar objectives contributes to develop synergies at many levels.
www.promise-plm.com

Reference number: IST-507100 (Integrated Project)
Duration: Nov 2004 – May 2008 (42 months)
Project Funding (EC/total): €8.00m / €14.56m
Project Contact: Rolstadås Asbjørn, asbjorn.rolstadas@ntnu.no
DG INFSO Contact: www.cordis.lu/ist/st

Appendix B: IRG Pre-selection Questionnaire

The core innovation of PROMISE is the concept of smart products / components.
Embedded information gathering devices linked to sensors are able to sense their environment and their condition.
This is communicated to existing enterprise backend systems where Promise decision support systems can influence processes and assist users.
Promise has the potential to innovate business processes and benefit customers

INDUSTRIAL REFERENCE GROUP QUESTIONNAIRE - CONFIDENTIAL

Company: **Name:** **Title:** **Telephone:**	**Business description:**

What do you see as the main challenges facing your company: – Product development? – Production? – Transport/logistics? – Maintenance? – Recycling/end of life? **Are there standards, regulations**, quality issues that are or will have a major impact on your company? Dynamic physically distributed extended enterprise?	**Relevance:** ☐ Extremely ☐ Very ☐ Not very ☐ Not ☐ Extremely ☐ Very ☐ Not very ☐ Not
What is changing in your markets today and in the future? Are there market/customer demands that will seriously change the way your industry and company works? Provide a summary description of your markets and customers relative to PLM e.g. are they "high tech", concerned about end of life etc…	

Which of the following do you see as the 2-3 main improvement targets for your company:	☐ Faster product lifecycles ☐ Savings in R&D time and resources ☐ Outsourcing the R&D functions ☐ Cost savings ☐ Better products feedback from customers ☐ Improving product quality with new product versions ☐Other, Please describe:
How long is the typical lifecycle of your products?	
Are there 3rd parties involved in your BOL, MOL and EOL activities?	

Do you presently collect end user feedback and use this data to improve design and/or manufacturing processes?	
Are you using IT to support this process? **If yes, what kind of system?**	
Is this now done in real time and if not, would you see this important?	**Relevance:** ☐ Extremely ☐ Very ☐ Not very ☐ Not
How important do you believe it is for your organisation to collect accurate product lifecycle information from all parties that are involved in this process?	**Relevance:** ☐ Extremely ☐ Very ☐ Not very ☐ Not
How well do you see this happening at the moment?	
	Relevance:
Core innovation of PROMISE is smart components/products.	☐ Extremely ☐ Very ☐ Not very ☐ Not
Embedded information gathering devises linked to sensors	☐ Extremely ☐ Very ☐ Not very ☐ Not
Sense environment	☐ Extremely ☐ Very ☐ Not very ☐ Not
Sense condition	☐ Extremely ☐ Very ☐ Not very ☐ Not
Communicate this to existing enterprise backend systems	☐ Extremely ☐ Very ☐ Not very ☐ Not
Communicate this to users	☐ Extremely ☐ Very ☐ Not very ☐ Not
Potential to innovate business processes	☐ Extremely ☐ Very ☐ Not very ☐ Not
Benefit to customers	☐ Extremely ☐ Very ☐ Not very ☐ Not

Reusable parts **Recycling regulations?**	
PLM can be described as providing control over a company's main asset, its products. Promise extends this control	**Relevance:** ☐ Extremely ☐ Very ☐ Not very ☐ Not

How relevant do you see the following?	**Relevance:**
Capturing Product Lifecycle data	☐ Extremely ☐ Very ☐ Not very ☐ Not
Bringing together fragmented data held in disparate systems	☐ Extremely ☐ Very ☐ Not very ☐ Not
People needing the data are themselves distributed	☐ Extremely ☐ Very ☐ Not very ☐ Not
Processing data and converting to knowledge and decision support	☐ Extremely ☐ Very ☐ Not very ☐ Not
Integrating people, processes, and information beyond traditional and organisational boundaries	☐ Extremely ☐ Very ☐ Not very ☐ Not
Dynamics of extended enterprise	☐ Extremely ☐ Very ☐ Not very ☐ Not
Resistance to "share" information across organisational boundaries	☐ Extremely ☐ Very ☐ Not very ☐ Not
Cost, complexity and infrastructure platform of PLM	☐ Extremely ☐ Very ☐ Not very ☐ Not
Social issues related to privacy of information captured by PLM	☐ Extremely ☐ Very ☐ Not very ☐ Not
Any other points you believe should be addressed?	

Thank you for your time!

Please e-mail this form to irg@promise-plm.com

Your contact information will be separated form the main body of the document to ensure its confidentiality.

Appendix C: MUTUAL NDA – IRG & White paper

BETWEEN: **PROMISE consortium** hereinafter referred to as "PROMISE",

AND: ……[Company Name and Address] hereinafter referred to as "……..……." and together as "the Parties"

WHEREAS:
The Parties are interested in disclosing to each other certain Confidential Information

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

a) ***"Confidential Information"*** means, without limitation, all trade secrets, technical information and know-how, performance or process data, cost and financial information, methods of doing business; strategic, marketing or business plans; any documents marked "confidential" or "proprietary"; and other items which, by their nature are generally considered proprietary and confidential (regardless of whether such information is specifically labelled as such). "Confidential Information" may include both information owned by the parties to this agreement and information owned by third parties which has been disclosed subject to a duty of preserving its confidentiality.

b) ***"Disclosing Party"*** shall refer to the party whose Confidential Information is disclosed to the other.

c) ***"Receiving Party"*** shall refer to the party receiving Confidential Information disclosed by the other

2. Limited Use

The Receiving Party may use the Confidential Information for the limited purpose(s) described above and for no other purpose, unless otherwise agreed in writing by the Disclosing Party.

3. Ownership

All Confidential Information disclosed by one party to the other shall remain the exclusive property of the Disclosing Party or third party which owns it.

4. Duty of Non Disclosure

Unless the Disclosing Party consents in writing the Receiving Party shall not disclose to any other person or entity any of the Disclosing Party's Confidential Information, except to the extent that it (a) is or becomes part of the public domain without breach of this Agreement by the Receiving Party, (b) was rightfully acquired by the Receiving Party prior to the disclosure by the Disclosing Party, (c) is subsequently legally obtained by the Receiving Party from a third party, (d) is developed independently by the Receiving Party, or (e) is disclosed under compulsion of law. In the event of a disputed disclosure, the Disclosing Party shall bear the burden of proof of demonstrating that the other party has disclosed Confidential Information and the Receiving Party shall bear the burden of proof of demonstrating that the information falls under one of the within described exceptions.

5. Security Precautions

The Receiving Party agrees to restrict access to the Confidential Information within its own organisation to those employees and independent contractors who need to receive the information in connection with the purpose(s) described above. The Receiving Party shall ensure that such employees or independent contractors comply with the confidentiality and non-disclosure obligations contained herein.

6. Restrictions on copying

The Receiving Party shall not make any copies of any printed or electronic forms of Confidential Information, except those that are necessary to carry out the above-stated purposes. Also, the Receiving Party agrees that it will not remove, overprint or deface any notice of copyright, trademark, logo or other proprietary notices form any originals or copies of the other party's Confidential Information.

7. Other Precautions

In addition to the foregoing, the Receiving Party shall take whatever other steps are necessary or appropriate under the particular circumstances to protect the Disclosing Party's Confidential Information, applying at least the same security measures as it employs to protect its own confidential information and trade secrets.

8. Confidential Information upon end of agreement

Upon the completion of the purpose mentioned above or upon receipt of notice of breach from the Disclosing Party pursuant to Paragraph 14 below, the Receiving Party shall immediately destroy the Confidential Information and shall issue to the Disclosing Party a statement certifying the destruction.
Alternatively, at the option of the Receiving Party, said Confidential Information together with all copies thereof, shall be returned to the Disclosing Party.

9. Survival of obligations

The obligations set forth in this agreement shall survive the completion of the above-stated purposes.
The parties agree that the Confidential Information shall be held in confidence for a period of five (5) years from the date of disclosure to the other party.

10. Successors and assigns

Neither party may assign or transfer this agreement in whole or in part without the prior written consent of the other party. Subject to the foregoing, this agreement shall bind and inure to the benefit of the successors and assigns of each party.

11. Governing law

This agreement shall be governed and construed in accordance with the laws of Belgium.

12. Final agreement

This agreement is the final and entire agreement between the parties with reference to the subject matter herein, and all previous discussions, promises and representations relative hereto are herein merged.

13. Waiver-Modification

No waiver by either party or any term or condition hereof shall be valid unless made in writing signed by an authorised representative of that party. No waiver on any one occasion shall be effective to waive that or any other term or condition on any other occasion. All modifications to this agreement shall be in writing and signed by authorised representatives of both parties.

14. Breach - Remedies

In the event of a material breach of this agreement by Receiving Party, the Disclosing Party may elect to (1) seek immediate injunctive relief in a court of competent jurisdiction (subject to notice and opportunity to defend in accordance with applicable law), and (2) demand the immediate return of all Confidential Information from the Receiving Party. These remedies are in addition to any other remedies available by law or equity.

Signed: two copies, each party acknowledging having received one original. Date: …….

……		…….
Asbjørn Rolstadas	Name:	…….
Coordinator	Company	…….
For Promise Consortium	City, Country	…….

Appendix C: Public Case studies

The documents created by the demonstrators for peer review purposes have had sensitive material removed to create documents that could be used by non consortium members (such as the IRG) to assess the demonstrator.

Theses public deliverables will be stripped of all technical references and used to create non company specific case studies.

The first of these has been completed and the four page document can be downloaded from the promise-plm website.

http://www.promise-plm.com/tmp_promise_site_11.asp?lang=3&sua=1&s=48