

MODEL CONSORTIUM AGREEMENT UNDER THE 6TH FRAMEWORK PROGRAM FOR RESEARCH AND TECHNOLOGICAL DEVELOPMENT, FOR INTEGRATED PROJECTS, STREPS AND NETWORKS OF EXCELLENCE



SCIENTIFIQUE

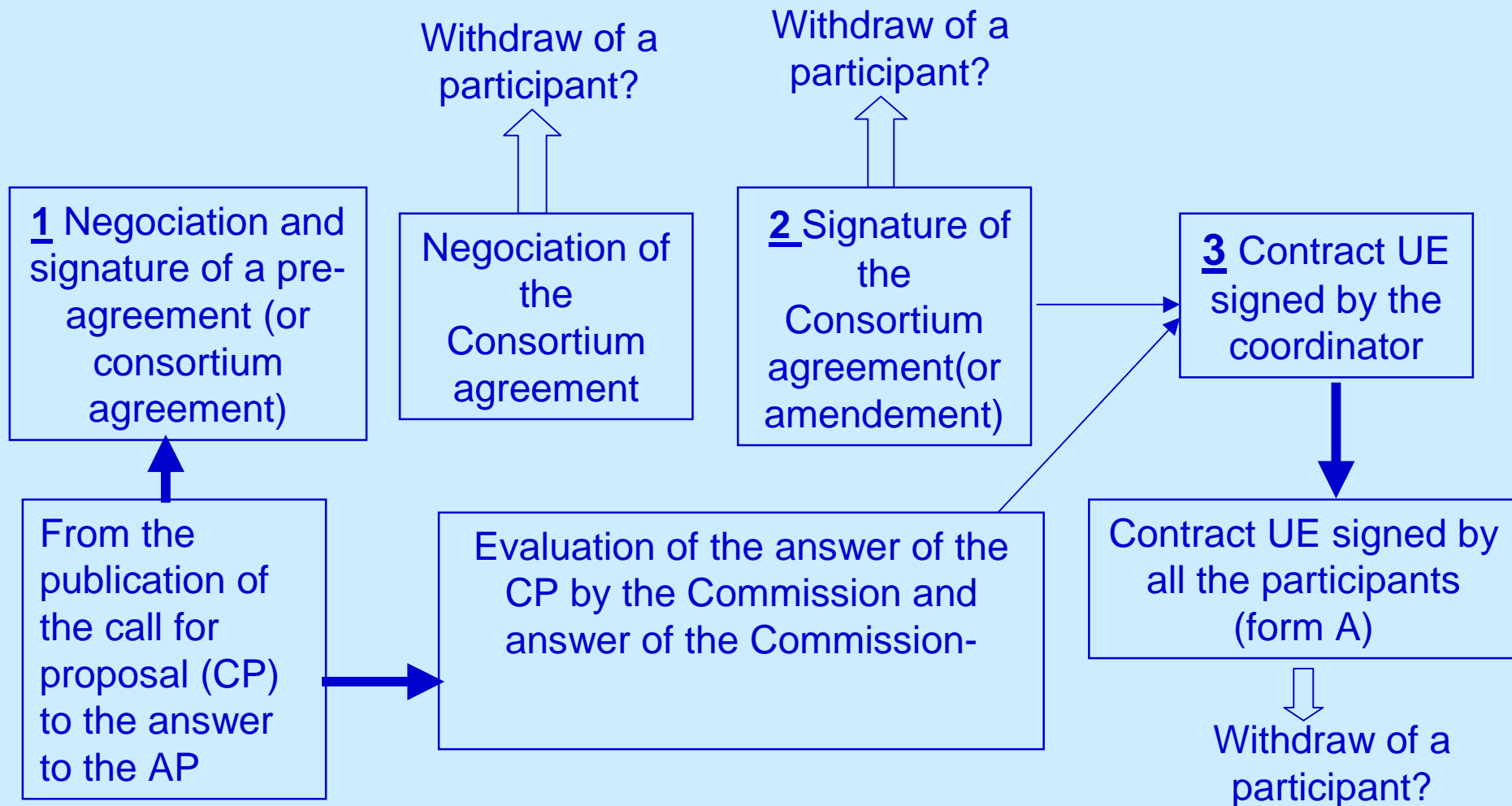


ONERA

CENTRE NATIONAL D'ÉTUDES AÉRONAUTIQUES



PROCEDURE UP TO THE SIGNATURE OF THE CONTRACT WITH THE COMMISSION



THE CONSORTIUM AGREEMENT

- Organisational structure : **article 4**
- Contractor's obligations for the implementation of the EC contract : **article 5**
- Change to the consortium : **article 6**
- Consortium resources : **article 7**
- Liability / insurance : **article 8**
- Intellectual Property Rights : **article 9**
- Miscellaneous provisions : **article 10**

GOUVERNANCE

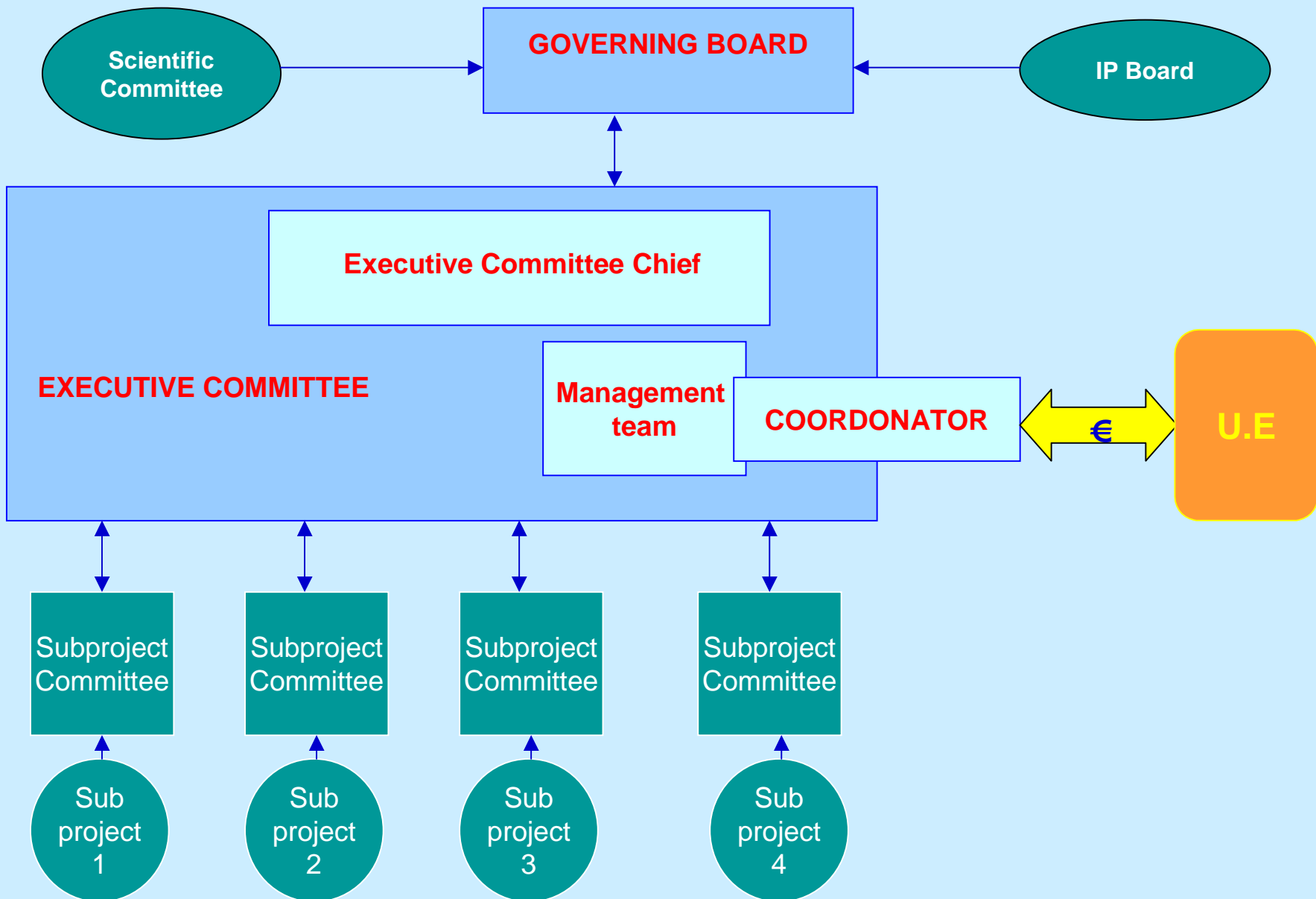
The new rules of the FP6 in terms of :

- liability vis-à-vis the contractors and the Commission
- financial management
- intellectual property rights

Command to set up **a strong but flexible organisation** based on the following principles :

- equality between participants
- sharing the scientific project in sub-projects
- separation the decision-making bodies from the operational bodies
- creation of advisory bodies (for NoE notably)

GOVERNANCE



MAKING-DECISION BODIES

- ⇒ **Governing Board**
- ⇒ **Executive Committee**
- ⇒ **Subprojects Committees**

- ⇒ **Advisory Bodies :Scientific council and
Intellectual Property
Use and Dissemination Committee**

OPERATIONAL BODIES

⇒ **The Coordonator**

⇒ **The head of Executive Comittee**

⇒ **Management Team**

THE GOVERNING BOARD

- One institutional representative per contractor
- One member/one vote
- The chairperson elected by member
- ↳ Decide , by 3/4 qualified majority, on :
 - political and strategic orientations of the project
 - programme of activities and use and dissemination plan, and their modifications
 - budget and financial allocations
- ↳ Decide on unanimous basis, on :
 - inclusion of new participants,
 - exclusion or withdrawal of participants
- ↳ Arbitration body for all decision of Executive Committee.

THE EXECUTIVE COMMITTEE

- The leader of subproject + the head of the committee designed by the GB, upon the proposal of the coordinator
- One member/one vote
 - ↳ Decide by simple majority, or qualified majority, on :
 - implementation of scientific orientations of the GB
 - preparation of the programme of activities, budget and allocation of the contribution
 - decide on staggered payment to defaulting or risky contractor
 - concerning IPR, for NoE, decide on licencing projects and on conditions of access rights to PEKH
- Arbitration body for deadlock situation within subproject committee

THE HEAD OF EXECUTIVE COMMITTEE

- Appointed by GB, on proposal of coordinator
= The scientific leader of the project / scientific coordinator
- Monitors the implementation of decisions of the consortium by subproject committees
- Monitors the project, with the help of Management team and Coordinator, on scientific, administrative and financial aspects

THE SUBPROJECTS COMMITTEE

- **IP** : Each committee corresponds to a research subproject
 - **NoE** : Each committee corresponds to an integrating activities
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- One representative per contractor participating to the relevant subproject
 - The head of the subproject is appointed by the member
 - Decision on unanimous basis
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- ↳ **Vis-à-vis the Executive committee :**
- Presents progress reports
 - Makes proposals on programme and arrangements for performance
 - Makes proposals on the allocation of tasks, financial need and allocation of contribution
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- ↳ **Vis-à-vis subproject contractors :**
- Monitors of the subproject
 - Determines the work packages and appoint their manager

THE ADVISORIES BODIES

The GB and the Executive Committee may ask, notably in NoE, the expertise of :

- **The Industrial Property, Use and dissemination Committee**
 - One representative per contractor
 - Gives any advise on protection, use, dissemination of knowledge
 - Updates the PEKH list
 - Proposes the use and dissemination plan

- **The scientific Council :**
 - Outside experts recognised for their expertise
 - Advises the GB on project orientations
 - Evaluates the programme of activities

OPERATIONAL BODIES

⇒ **The coordinator, legal entity :**

- ⇒ Bank of the consortium (reception and allocation of the EC contribution)
- ⇒ Intermediary to the commission

⇒ **The management team :**

- ⇒ Assists the head of the executive committee and the coordinator
- ⇒ Manages the administrative , legal, financial and other issues
- ⇒ Assists with project steering

CONSORTIUM RESSOURCES

Allocation by the GB

- ⇒ for IP : proportionally to contractors to their respective contributions for the project
- ⇒ For NoE : proportionally to the respective resources of the contractors
- ⇒ The Executive committee can staggered payments for justified reasons (defaulting contractors, risky situation...)
- ⇒ Reserves can be constituted and shall be identified in the budget.
- ⇒ No distribution of funds prior the signature of the EC contract and the CA to the concerned contractor.

MATERIAL RESOURCES

- ⇒ Principle : the consortium does not own any assets
- ⇒ Means of contractors are allocated to the project within a loan of use.

HUMAN RESOURCES

- Mobility actions may be carry out on a case-by-case basis depending on the laws, regulations and status applicable to each contractor

IPR : Pre-existing know how

- **NoE** : identification and list of PEKH explicitly excluded
- **IP** : identification and list of the PEKH necessary to the implementation of the project, others are considered as unnecessary and /or excluded

IPR: knowledge

⇒ **NoE** : knowledge results from Jointly Executed Research only.

Any decision on protection of knowledge are taken by the executive committee, on advise of the IPUDC.

⇒ **IP** : application of the EC contract : decision by contractors

Access Rights (Financial conditions)

Pre-existing
Know-how

For execution
of the project

For use

**On a royalty
free basis**

**Fair and non
discriminatory
conditions**

Knowledge

For execution
of the project

For use

**On a royalty
free basis,
except for new
contractor joining
the project**

**Preferential or
market
conditions**

**Access rights to affiliates
listed before the signature
of EC contract**

PUBLICATIONS

- **NoE** : the consent of Executive committee and commission has to be obtained before any publication or communication in connection with knowledge.
- **IP** : the consent of others contractors and of the commission has to be obtained.