

PROVISIONS FOR IMPLEMENTING NETWORKS OF EXCELLENCE

Working document

This document is being widely circulated in order to generate an open discussion on the provisions for implementing networks of excellence in the Sixth Framework Programme.

It is available on the DG-Research web-site:

<http://europa.eu.int/comm/research/nfp/networks-ip.html>

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Annexes

- **Annex I** Participation possibilities by country of establishment of participant
- **Annex II** Elements to be included in the proposal

Other documents on issues related to networks of excellence, including joint and several liability, are available on the DG Research website:

<http://europa.eu.int/comm/research/nfp/networks-ip.html>

Standard Disclaimer

This document expresses solely the current views of unit RTD-B.2 of the European Commission's services. Readers should not regard these views as a statement of the official position of the European Commission nor indeed of its Directorate-General for Research.

This document provides a description of the general concept of the networks of excellence and of how they may be implemented in the Sixth Framework Programme. It should be noted, however, that the principles underpinning the implementation of this instrument may still be modified in the light of the ongoing legislative process concerning the Framework Programme and its Rules for Participation.

1. GENERAL ASPECTS

1.1. Purpose

Networks of excellence are designed to **strengthen scientific and technological excellence** on a particular research topic by **networking** together at European level the **critical mass** of resources and expertise needed to be a world force in that topic. This expertise will be networked around a joint programme of activities aimed principally at creating a **progressive and durable integration** of the research activities of the network partners while, of course, at the same time advancing knowledge on the topic.

Networks of excellence are therefore an instrument designed primarily to **address the fragmentation of European research**. Their main deliverable consists of a restructuring and reshaping of the way that research in Europe is carried out on particular research topics.

It is important that these networks do not act as “closed clubs”, concentrating only on strengthening excellence inside the network. Each network will also be given a mission to **spread excellence** beyond the boundaries of its partnership.

Networks of excellence are to be used in implementing the priority thematic areas of the Sixth Framework Programme (FP 6). They may also be used, in duly justified cases, in the research areas supporting policies and anticipating scientific and technological needs (the so-called 8th priority), when the objective in question can be better achieved by these means.

1.2. Meaning of integration

Various elements may demonstrate integration within a network of excellence:

research activities in common

- co-programming of the participants' research activities;
- regular joint execution of research projects;
- increased complementarity and mutual specialisation of the participants' activities;

common use of resources

- sharing of infrastructures and equipment, building common research platforms;
- exchanges of personnel, relocation of staff, possibly of whole teams and equipment;
- joint training programmes;

common management

- creation of joint organisational structures;
- common approaches to science and society issues;

- common management of knowledge and intellectual property
- interactive working between the participants using electronic communication networks.

Participants will be expected to incorporate within the frame of a network most if not all of their activities on the topic.

1.3. Size and critical mass

Networks of excellence will be expected to have ambitious goals and to assemble the critical mass of resources and expertise needed to achieve those goals. It is not possible to fix in advance a minimum value for this critical mass, as it will vary from topic to topic.

It is expected that larger networks may involve several hundreds of researchers. Others may be of a much more limited size, provided that they pursue ambitious goals and gather the critical mass needed to ensure their achievement.

1.4. Participants

Networks of excellence must involve at least three participating legal entities from three different countries, of which at least two must be Member States or Associated Candidate Countries. The work programme of the relevant specific programme may specify a higher minimum number of participants. It is expected that in practice the number of participants will be considerably higher than three and generally at least six.

Participants may be research entities such as: research centres, universities, enterprises, including SMEs, and science and technology organisations. Organisations having particular competence in terms of knowledge management, dissemination and transfer and organisations representing potential users and other stakeholders in the research may also take part, when their participation is relevant to the goals of a network of excellence.

A European Economic Interest Grouping (EEIG) (or any legal entity established in a Member State or Associated State made up of independent legal entities) may be the sole participant of a network of excellence provided that its composition is in accordance with the conditions fixing the minimum number of participants.

Networks of excellence will be open to the participation of entities from non-associated third countries. **(See Annex J)**. In certain cases, their participation may be taken into account when calculating the grant that a network will receive.

2. THE JOINT PROGRAMME OF ACTIVITIES

A joint programme of activities will consist of at least the following components:

- a programme of **jointly executed research**, possibly of a long-term character and multidisciplinary;
- a set of **integrating activities** aimed at bringing about the restructuring and reshaping of how the participants carry out research on the topic considered;
- a set of activities designed to **spread excellence**, including networking and training activities to help transfer knowledge to researchers external to the network;

- the **management and governance** of the network, particularly important due to the ambitious goals of the networks.

2.1. The programme of jointly executed research

This consists of research activities conducted jointly by several or all of the participants in the network. The research programme will generally be targeted towards long-term multidisciplinary objectives and emerging opportunities, rather than pre-defined results in terms of products, processes or services.

2.2. Integrating activities

These activities are those that are directly targeted at the creation of a strong and lasting integration of the activities of the network members. They may include:

- co-ordinated programming of the participants' activities in research, training and support activities;
- adaptation of the participants' research activities in order to strengthen their complementarity and mutual specialisation;
- exchanges of personnel, opening of positions to researchers from other members of the network, staff mobility;
- relocation of staff, perhaps of whole teams and equipment;
- building common research platforms;
- integrated management of knowledge and intellectual property (e.g. creation of patent pools);
- development and use of joint research infrastructures, and adaptation of the existing facilities with a view to their shared use;
- reinforcement of electronic information and communication networks to support interactive working between the teams involved.

2.3. Activities designed to spread excellence

As part of the network's mission of spreading excellence, these activities will contribute to the widespread dissemination of expertise and knowledge acquired, including towards the public. They may include:

- dissemination and communication activities, including public awareness and understanding of science;
- training of researchers, especially from outside the network;
- networking activities to help transfer knowledge to teams external to the network.

Research training should be an essential feature of each network. Training activities should help to ensure that Europe will have the necessary supply of experienced researchers to become and to remain a world force in the topic.

2.4. Network management

The following activities are included within the broad heading of network management:

- organisation and management of the joint activities of the network;
- activities linked to consortium level financial and accounting management and legal issues;
- communication with the Commission services and all reporting;

- launching of competitive calls by the consortium for the addition of new participants and the subsequent evaluation and selection processes;
- management of the knowledge generated by the network, including protection of intellectual property;
- overseeing the promotion of gender equality within the network;
- support for the work of the governing council and other supervisory bodies.

3. AN ILLUSTRATIVE FINANCIAL REGIME

Please note that this section on the financial regime is especially subject to change as the detailed design of the network of excellence evolves.

The financial regime for networks of excellence will be based on the concept that the Community contribution is intended to act as an **incentive** to overcome the obstacles to integration, **without** creating any financial **dependence** that would compromise the continuation of the network beyond the period for which the Community funding is granted. These obstacles to integration are human and cultural, as well as being organisational and financial.

In such a context, it is expected that the Community contribution might:

- take the form of a **fixed grant for integration**;
- be calculated on the basis of (a) the **number of researchers engaged** in the frame of the network's joint programme of activities, (b) a per capita grant, and (c) on the duration of Community support;
- be paid in **annual instalments** depending on the network's progress towards achieving a lasting integration (i.e. a result based payments system).

The grant is also intended to complement the resources deployed by the participants in order to carry out the joint programme of activities.

3.1. Calculation of the grant

The grant would be calculated on the basis of an amount in euros for each researcher engaged on activities within the frame of the network's joint programme of activities. The amount will be specified in the relevant calls for proposals. It will have been calculated to ensure that it does not exceed one-quarter of the value of the capacities and resources being integrated per researcher.

By way of illustration, the average annual grant to a network could vary with the number of researchers in the following manner:

50 researchers	Euro 1 million/year
100 researchers	Euro 2 million/year
150 researchers	Euro 3 million/year
250 researchers	Euro 4 million/year
500 researchers and above	Euro 5 million/year

The grant for an intermediate number of researchers would be calculated by linear interpolation. In this illustration therefore, a network of 200 researchers being supported over 5 years would be granted a fixed amount totalling Euro 17.5 million.

3.2. Definition of the factors used in calculating the grant

For “researchers” to be taken into account in the calculation of the grant, they would need to satisfy both the following conditions:

- they must be research staff either with a PhD or equivalent, or with a minimum of four years research experience following their first degree; and
- they must be either an employee of a participant or working under the management authority of a participant in the frame of a formal agreement between the participant and that researcher’s employer.

The total number of researchers to be taken into account for the calculation of the grant would consist of a head-count of all “researchers” (a) that the participants intend to engage on activities within the frame of the joint programme of activities, should the proposal be successful, and (b) that satisfy the two conditions above at the time of the deadline for the relevant call for proposals.

3.3. Disbursement of the grant

Each year, the Commission would make an advance payment equal to the average annual grant, though perhaps with the qualification that disbursements should reduce towards the end of the action as a means of minimising the risk of creating dependence. For example:

- for the final twelve months of the contract, the advance payment could be only one-half of the average annual grant;
- this missing one-half of the average annual grant could then be paid in any earlier year at the choice of the contractors (to reflect need);
- the agreed payment schedule would be fixed in the contract.

At the end of each year, the advance would be considered to be a full and final disbursement for that year (subject, of course, to ex-post audits) provided the following conditions are fulfilled:

- that the network has made satisfactory progress towards achieving a lasting integration of the partners’ activities, as judged by the annual review carried out by the Commission services possibly with the help of independent experts;
- that the number of researchers engaged on activities within the frame of the joint programme of activities during that year is at least the number agreed initially to calculate the grant. A statement to this effect from the consortium should be certified by an independent auditor (or competent public official in the case of a public body).

The advance payment for the following year would be paid once this process is complete and once the rolling detailed joint programme of activities for the next period has been agreed.

4. THE PROPOSAL STAGE

4.1. Calls for proposals

Calls for proposals will be published in the Official Journal of the European Communities and widely disseminated by other means, including the Cordis website and through the network of National Contact Points. A schedule of calls will be

set out in the form of a “road map” in the work programme of the specific programme.

4.2. Invitations to submit expressions of interest

Calls for proposals are likely to be preceded by invitations to submit expressions of interest in order to determine topics for the subsequent call for proposals. Expressions of interest should include a rationale for proposing the topic suitable for a network of excellence and a description of the potential expertise, skills and resources that might be available to implement it.

Topics selected from the expressions of interest will help the Commission in the preparation of the subsequent calls for proposals. This will enable the Commission to better focus the calls, hence reducing over-subscription. Where appropriate, the Commission may modify, merge or subdivide the topics submitted.

4.3. Content of a proposal

The content of a proposal will be simplified, in particular to reflect the evolutionary nature of the network. Proposals presented should include the elements listed in **Annex II**.

The information provided should be of sufficient “management level” detail as to allow an objective evaluation of the merit of the proposal and of the integration that would result from the implementation of the network. Further details may be requested as necessary during the evaluation and negotiation phases.

4.4. Evaluation of proposals

Fundamental principles governing evaluation

- **Transparency:** in order to provide the same clear framework for researchers preparing proposals, for experts evaluating proposals, and for the Commission services themselves.
- **Fair treatment:** all proposals should be treated alike, irrespective of where they originate or the identity of the proposers and of previous connections.
- **Impartiality:** all eligible proposals are treated impartially on their merits, subject to an independent peer review.
- **Efficiency and speed:** the procedures must be designed to be as rapid as possible, commensurate with maintaining the quality of the evaluation and respecting the legal framework within which the RTD programme is managed.
- **Ethical considerations:** any proposal which contravenes fundamental ethical principles (particularly those set out in the Charter of Fundamental Rights of the Union), or which does not fulfil the conditions set out in the work programme or in the call for proposals, may be excluded from the evaluation and selection process at any time.

Evaluation method

Evaluation will be conducted according to the principles of “**peer review**”. However the system used in the context of the Fifth Framework Programme will need to be strengthened in order to reflect the more ambitious and complex goals of the networks of excellence.

The system may possibly be strengthened through the more systematic use of remote assessment prior to panel meetings, as well as through hearings of applicants by the panel, in particular to allow the applicants to answer questions not covered by the proposal itself.

The Commission may chose to arrange the evaluation in a two-step process, whereby in the first step an outline proposal providing the essential aspects of the proposed network is submitted and evaluated with the help of external experts. A full proposal would then be submitted in a second step by the consortia selected after that initial evaluation.

Evaluation criteria

The following criteria are set out in the Commission's proposal for the rules for participation in FP 6:

- relevance to the objectives of the specific programme;
- scientific and technological excellence;
- added value to the Community, including the critical mass of resources mobilised, the expected impact or contribution to Community policies: scope and degree of the effort to achieve integration and the network's capacity to promote excellence beyond its membership, as well as the prospects of the long-term integration of their research capabilities and resources after the end of the period covered by the Community financial contribution;
- quality of the plan for the use or dissemination of the knowledge, potential for promoting innovation, and ability to manage intellectual property;
- ability to successfully carry out the network, assessed in terms of resources, competencies and organisation.

Work programmes of the specific programme may modify the criteria listed above. The complete set of evaluation criteria will be described in the relevant information package.

Negotiation process

For proposals that are successfully evaluated, the subsequent negotiation between the Commission services, possibly with the help of external experts, and the participants, will deal with the following aspects:

- finalising the objectives of the network;
- agreeing an outline joint programme of activities for the full duration of the contract;
- agreeing a detailed joint programme of activities for the first 18 months;
- agreeing on the number of researchers to be engaged in activities within the frame of the joint programme of activities as the basis for calculating the grant;
- agreeing on the schedule of the disbursements of the grant;
- agreeing principles for updating the joint programme of activities and the composition of the consortium.

The principles underpinning the negotiation process will be spelled out in publicly available guidelines.

5. THE CONTRACT

5.1. Content of the contract

The contract with the Commission will establish the rights and obligations of participants and in particular the arrangements for monitoring the network, for updating the joint programme of activities and the consortium membership, as well as rules regarding intellectual property rights.

The contract might include, among others:

- the scope, duration, maximum Community contribution, deliverables and payment modalities, and the list of initial participants;
- a **technical annex** containing an outline joint programme of activities for the whole duration of the Community contribution, an outline description of the role of the participants, a description of the deliverables, ethical provisions, and a description of the management and governance structure;
- **general conditions** common to all FP 6 instruments, covering standard legal and administrative provisions, the IPR regime, and standard financial provisions among others;
- **conditions specific to networks of excellence**, for example the payment regime and the mechanisms for updating the joint programmes of activities.

The Community contribution will not be broken down in the contract either by activity or by participant. The consortium will have freedom to distribute the Community contribution between its participants as it wishes.

5.2. Contracting parties

The contract between the consortium and the Commission may be concluded:

- Either with **one of the participants** designated by the consortium. In such a case, the advance payment can be initiated immediately after signature of the contract by that participant and the Commission, thus eliminating potentially lengthy periods awaiting signature by all participants, as is the case of FP 5. The participant that signs the contract with the Commission will be obliged according to the contract, to assemble within a reasonable time (possibly one month) the signature of the other participants linking them to the Commission and to each other. All participants will have the same rights and obligations. [**Note:** A similar solution could also be envisaged with some of the participants (“core group”) rather than a sole participant, signing the contract].
- Or with a **single common structure** having its own legal personality, different from that of the partners and representing them from the legal point of view.

The common legal structure may take various forms, for example that of a European Economic Interest Grouping (EEIG) or a non-profit organisation. It could assume the following tasks:

- management of the Community contribution according to the decisions taken by the partners regarding its distribution among them;
- overall management of the network;
- consortium “interface” regarding all contacts with Commission and external world.

5.3. Responsibility and liability of participants

At technical level

Participants share **joint and several responsibility** regarding the technical implementation of the network. Subject to cases of *force majeure*, the participants are expected to use reasonable endeavours to achieve the objectives aimed at by the network.

At financial level

The principle of **joint and several financial liability** refers to a contractual arrangement whereby the partners in a consortium bear collectively the risks related to the work they agree to undertake.

This liability is limited to the Community contribution and hence cannot exceed the value of the Community's financial support. Participants may agree internally on the distribution of the liability amongst themselves. In this context they may collectively or separately take out insurance on the liability.

Furthermore, those entities (such as many public universities) which for legal reasons cannot be held jointly and severally liable, will be exempted and will be liable only for the part of the Community financial contribution received by them. Other legal entities may also be exempted if their national authorities provide a guarantee.

A detailed explanation on the implementation of joint and several liability is available at: <http://europa.eu.int/comm/research/nfp/networks-ip.html>

5.4. Consortium agreement

As a consequence of the larger autonomy and flexibility from which the participants benefit and of the degree of institutional commitment that they will expect from each other, the participants may well find it necessary to conclude a **consortium agreement** governing the operation of the network.

A consortium agreement is indeed strongly recommended. It is also recommended that the consortium agreement should have been concluded by the time the contract with the Commission enters into force. The Commission will produce a "check list" aimed at helping network participants to identify issues to be covered by the agreement.

6. IMPLEMENTATION OF THE NETWORK

At the start of the contract, the consortium will have agreed with the Commission an overall joint programme of activities for the full duration of the contract (and a detailed programme for the first 18 months). With the agreement of the Commission, this overall joint programme of activities may be modified. The detailed programme will be updated annually. However, the overall objectives of the network will not be expected to change from those set out in the contract. The composition of the consortium may also be modified as the network progresses.

6.1. Reporting schedule

Periodic reporting:

Within two months of the completion of each twelve-month period, the consortium will be expected to submit:

- An **activity report** for the previous twelve months, containing:
 - a management-level overview of the activities carried out by the network during the period;
 - a description of the progress achieved towards the integration of the capacities and activities of the network members;
 - the identification of problems encountered and the corrective action taken;
 - a statement, certified by an independent auditor, of the number of researchers engaged on the activities of the network during the year.
- An **updated joint programme of activities**, including a detailed programme for the eighteen months following the twelve-month period covered by the reports above, together with a revision of the overall programme if needed.

The simultaneous submission of these documents allows optimum monitoring of the network by the Commission services. The Commission needs to review and approve both documents. In doing so, it may be assisted by external experts. Where appropriate, the Commission may also decide to carry out an ethical review of the activities reported on or planned.

Final reporting

At the end of the contract, a **final report** will assess the progress regarding **integration** against its objectives. The final report will also include:

- an analysis of the extent and the depth of the integration realised among the participants in the network;
- an assessment by the consortium of the impact of the network on strengthening and spreading excellence on the topic in Europe;
- a description of the network's activities relating to dissemination, transfer and exploitation of knowledge;
- an assessment of the network's actions to promote gender equality.

6.2. Changes in consortium membership

The contract will specify the procedures to be followed for any modification to the membership of the consortium. The following general cases can be envisaged.

Replacement of a participant

When the consortium is faced with the need to replace a participant, for example one that has withdrawn, the new participant may be selected without a competitive call, unless this is considered useful by the consortium itself (or specifically requested by the Commission).

Expansion of the consortium

The consortium may itself decide to take in new participants as the network evolves, though without any additional financing from the Community. The contract will specify when the addition of a new participant will require the prior publication of a competitive call.

Competitive calls launched by the consortium

Competitive calls will comply with the following general principles:

- transparency of the procedures: appropriate publicity, clearly enunciated selection criteria;
- equal treatment;
- equal access granted to all potential participants: no exclusion on basis of geographical origin.

The consortium will publish the competitive call and advertise it widely using specific information support, particularly FP 6 Internet sites, the specialist press, etc. The consortium will carry out the evaluation of the proposals with the assistance of independent experts. They should be individuals with internationally acknowledged expertise in the specialised area.

Candidates will be judged on the basis of criteria that include scientific and technological excellence and the ability to successfully contribute to the network, assessed in terms of resources, competence and organisation.

The consortium will not be obliged to select a new participant where it has objective grounds for objecting to the participant, for example commercial competition.

The consortium will inform the Commission of the process followed. The Commission may object to the result if, for example, the specified modalities have not been properly applied. In all cases, the Commission may object to the inclusion of particular selected new participants on grounds such as past frauds.

6.3. Additional financial contribution to extend the network

The Commission may decide to launch calls for proposals enabling the Community contribution to existing networks to be increased, in order, for example, to encompass new activities or for the addition of new participants. The evaluation will be carried out in accordance with the same principles generally used for the evaluation of networks of excellence.

6.4. Effective governance system of the network

Because of the structuring nature of the network and the tendency therefore for the participants to become mutually dependent, the network must establish an effective system of governance that ensures the active engagement of its participant organisations at the policy-making level.

One way of achieving that would be for each network to establish a “**governing council**”, consisting of high level representatives of the participant organisations (and preferably including a number of independent external experts).

The main role of such a governing council would be to oversee the integration of the participants’ activities and to ensure that, as well as strengthening excellence, the network will also fulfil its mission to spread excellence.

7. FOLLOW-UP AND MONITORING

The Commission services will monitor the network so as to ensure proper work execution according to the terms of the contract, to protect the Community’s

financial interests and to ensure maximum synergy and coherence with other actions within the specific programme.

7.1. Regular follow-up by Commission services

Since the disbursements of the grant for integration will be paid according to the network's progress towards achieving a lasting integration of the participants' activities, a robust scheme of output monitoring has to be developed as a sound basis for the payments. Such a scheme might consist of:

- **annual reviews:** coinciding with the annual cycle of reporting and planning, to act as a basis for the annual disbursement of the grant;
- a **mid-term review:** which may be combined with the nearest yearly review and which would trigger a go/no-go decision on whether to continue the contract to its foreseen end;
- an **end-of-term review:** primarily to assess the impact of the network on strengthening and spreading scientific excellence in Europe.

The Commission will probably involve independent experts in all stages of the monitoring scheme.

Monitoring by the “Project Officer”

A Project Officer (PO) from the Commission staff or a team of project officers will be assigned to each network. The PO may be assisted by other persons, internal and external to the Commission, with the appropriate technical expertise. PO tasks include:

- serving as a permanent contact point for the network;
- managing the follow-up and monitoring process;
- attending all formal network reviews and any consortium meetings where this is deemed necessary.

7.2. Audits

The model contract will specify an audit regime to enable the Commission to proceed to audits, dealing with **technical**, technological (innovation impact) and **financial** aspects:

- **Technical audits** may be launched at any point during the implementation of the network in order to verify that the network is being or has been carried out in accordance with the conditions indicated by the participants. The annual review will be considered a technical audit.
- **Financial audits** may be launched at any time, and may deal with any financial aspect of the contract. For each network, it is expected that **at least one financial audit will be carried out** within the auditable period.
- **Technological audits** dealing with the use and dissemination of results may be launched at the end of all the networks, but may also be carried out earlier, if considered necessary by the Commission.

Various audits may be undertaken simultaneously. In particular, parallel technical and financial audits of a given network might be opportune. The Commission itself will conduct them or entitle another entity to do so.

8. INTELLECTUAL PROPERTY

8.1. General principles

The rules regarding the protection, dissemination and use of knowledge have been **simplified** and a larger **flexibility** is granted to the participants:

- Rules are identical for all participants;
- Rules concentrate on the principles and provisions considered necessary for an efficient co-operation and the appropriate use or dissemination of the results;
- Participants may define among them the arrangements that fit them the best within the framework provided in the model contract.

The same rules are intended to apply, where relevant, to all instruments used for implementing FP 6.

8.2. Ownership of knowledge

Since networks of excellence are not funded 100 % by the Community, participants will own the intellectual property of the knowledge resulting from the network.

8.3. Protection of knowledge

Where appropriate, the owner of knowledge will provide adequate and effective protection for knowledge that is capable of industrial or commercial application.

The Commission may adopt protective measures:

- Where it considers it necessary to protect knowledge in a particular country, and,
- Where such protection has not been applied for or has been waived.

Participants may publish information on the knowledge acquired under the network, provided this does not affect the protection of that knowledge.

8.4. Use and dissemination of knowledge

Participants shall use or cause the use of the knowledge arising from the jointly executed research of the network, which they own, in accordance with their interests and with the provisions agreed among them.

If knowledge is suitable for dissemination or if it is not used, it shall be disseminated by the participants within a period laid down by the Community.

Should the participants fail to do so, the Commission may disseminate the knowledge, taking into consideration the following elements:

- The benefits of swift dissemination (in order to avoid duplication of research efforts and create synergies between actions);
- The need to safeguard intellectual property rights;
- Confidentiality;
- The legitimate interests of the participants.

8.5. Access rights

Main principles

- The provisions relating to access rights **are the same for all participants** (contrary to the FP5 situation, providing for different access rights for principal/assistant contractors, complementary contracts, etc.). As a consequence, the table summarising the access rights system is much simpler (see below).
- The control of pre-existing know-how by its owner(s) has been improved by making it possible for a participant to exclude specific pre-existing know-how from the obligation to grant access rights to it to other participants (see below).
- The control of knowledge resulting from the jointly executed research of the network by its owner(s) has also been improved: a participant X enjoys access rights to another participant's knowledge only if such access rights are necessary for X to use its own knowledge.
- Obligatory access rights between different networks have been suppressed.
- However, the participants may conclude any agreement aimed at granting additional or more favourable access rights (including to third parties, e.g. affiliates), or at specifying the requirements applicable to access rights (without restricting them). Such provisions may for instance be included in consortium agreements.
- The Commission may object to the granting of access rights to third parties, in particular to those which are not established in a Member State or an Associated State, if such grant is not in accordance with:
 - The interests of developing the competitiveness of European industry, or,
 - Ethical principles, in particular those described in the Charter of Fundamental Rights of the European Union.
- A participant may exclude specific pre-existing know-how from the obligation to grant access rights to the other participants, by means of a written agreement between the participants before the participant concerned signs the contract or before a new participant joins the network. The other participants may only withhold their agreement if they demonstrate that their legitimate interests will be significantly impaired.

Access rights for the jointly executed research of the network

All participants in the project **enjoy access rights** to:

- (1) The knowledge arising from work carried out under the jointly executed research of the network, and
- (2) The pre-existing know-how of the other participants, in as much as such access rights are needed to carry out their own part of the jointly executed research of the network.

Access rights **to knowledge** shall be granted **on a royalty-free basis**. Access rights **to pre-existing know-how** shall be granted **on a royalty-free basis**, unless other conditions have been agreed before signature of the contract.

Subject to its legitimate interests, the termination of the participation of a participant shall in no way affect the obligation to grant such access rights (for the execution of indirect actions) to the other participants until the end of the network.

Access rights for use purposes ("use" = exploitation + further research)

Participants in the network enjoy access rights to:

- (1) the knowledge arising from work carried out under the jointly executed research of the network, and,
 (2) the pre-existing know-how of the other participants, inasmuch as such access rights are needed to use their own knowledge resulting from the jointly executed research of the network.

Access rights **to knowledge** shall be granted **on a royalty-free basis, unless** other conditions were agreed upon before signature of the contract. Access rights **to pre-existing know-how** shall be granted **on non-discriminatory conditions** to be agreed.

Subject to the participants' legitimate interests, such access rights (for use purposes) may be requested until two years after the end of Community contribution or after the termination of the participation of a participant, whichever falls earlier, unless the participants agree on a longer period.

Summary

	Access rights to pre-existing know-how	Access rights to knowledge resulting from the jointly executed research of the network
For carrying out the jointly executed research of the network	Yes, if a participant needs them for carrying out his own work under the jointly executed research of the network	
	Royalty-free unless otherwise agreed before signing the contract	Royalty-free
For use purposes (exploitation + further research)	Yes, if a participant needs them for using his own knowledge	
	On non-discriminatory conditions to be agreed	Royalty-free, unless otherwise agreed before signing the contract
	Possibility for participants to agree on exclusion of specific pre-existing know-how of a participant from this obligation before this participant signs the contract (or before entry of a new participant)	

NoE working document Annex I

Participation possibilities by country of the participant

Participant's country of establishment	Participation	Researchers taken into account when calculating the grant
European Union	Rightfully	Rightfully
Associated Candidate Countries	Rightfully	Rightfully
Other Associated Countries	Rightfully	Rightfully
International organisations of European interest	Rightfully	Rightfully
Russia, New Independent States, Mediterranean Countries, Developing Countries	Rightfully over and above the minimum threshold	Within the limits of the budget available for international co-operation activities in the context of the thematic priorities
Third countries having a co-operation agreement	Rightfully over and above the minimum threshold	If Community contribution in favour of these countries is necessary and foreseen by the work programme
Other third countries	If participation is foreseen or if it is necessary for carrying out the jointly executed research of the network	If Community contribution in favour of these countries is foreseen and if it is essential for carrying out the joint programme of activities
Other international organisations	Rightfully over and above to the minimum threshold	If Community contribution is foreseen in the work programme or if it is essential for carrying out the joint programme of activities

NoE working document Annex II

Elements to be included in the proposal (to be finalised once the specific evaluation criteria will be defined)

The information package relevant to the call for proposals will describe the content of a proposal. Applicants may be asked to include the following elements in their proposals:

- the relevance of the network to the objectives of the work programme of the relevant specific programme;
- description of the resources and capacities to be integrated and how a durable integration is intended to be achieved;
- the scientific and technological objectives of the network;
- the main lines and timetable of an outline joint programme of activity for the whole duration of Community support, concentrating on:
 - A programme of jointly executed research;
 - Integrating activities;
 - Spreading of excellence;
 - Managing the network.
- a detailed joint programme of activities for the first eighteen months of the network;
- the role of the participants within the network and the specific skills and excellence of each of them;
- the organisational, management, governance and decision-making structures of the network;
- the plan for the dissemination of knowledge and the exploitation of any joint results;
- the identification of potential ethical and safety issues and the way they will be handled;
- an action plan through which gender equality will be promoted within the network;
- an estimate of the number of researchers as defined who will be engaged in the jointly executed research of the network.

Because of the importance of an institutional commitment from the participating organisations to both a meaningful and a lasting integration of their research activities on the topic, applicants may wish to include in their proposal appropriate declarations of intent from their institutions (and when relevant from their funding or other policy-making authorities).