

Consortium Agreement

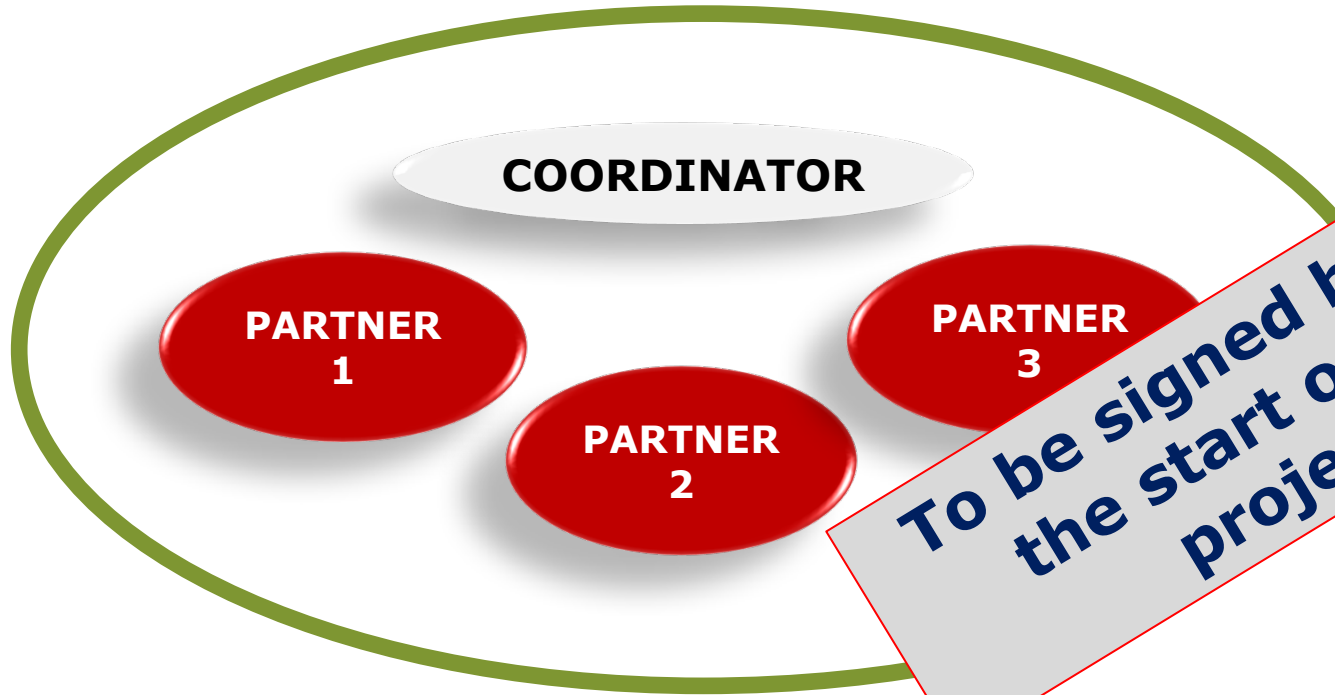
H2020 Focused Group Training

"Legal and Financial Issues"

Ankara, Nov 9 & 10, 2017

Thies Wittig

The Consortium Agreement



**To be signed before
the start of the
project**

AGREEMENT BETWEEN PARTNERS

Mandatory unless the work programme specifies that there is no need for a consortium agreement

The Consortium Agreement

The consortium agreement allows consortium members to agree on any specific details not covered by the grant agreement, such as the **organisation of work, intellectual property rights (IPR), liability, and future exploitation and dissemination** of results.

In principle, the agreement may include any arrangements you wish to make, as long as they are not contrary to the grant agreement

Main issues to be covered:

- **Internal organisation — Managing the consortium**
- **Project budget — Contributions — Receipts**
- **Intellectual property rights — Exploitation after the end of the project**
- **Intellectual property rights — Dissemination of results during the project**
- **Liability, warranties & penalties**

Internal organisation — Managing the consortium

Provisions on governance usually cover:

- the management bodies, management board, scientific board,...
- the powers and responsibilities of these bodies
- voting rules.

They may also contain:

- how often meetings will be held
- how parties should communicate and correspond with each other and the management bodies
- how the project should be followed up and supervised
- Conflict resolution (e.g. how to get rid of a defaulting partner)

Project budget — Contributions — Receipts

The consortium agreement should address issues such as:

- distribution by the coordinator of the payments received by the Commission/Agency
- contributions
- receipts.

When income qualifies as receipts, it will be considered at project-level, (and NOT at beneficiary-level, as it was under FP7). A beneficiary's income may mean the grant for the project is reduced because of the non-profit rule. Therefore, if such receipts are expected, the consortium agreement should set out how this will be managed.

Intellectual property rights

- The background knowledge (*e.g. positive or negative list*)
- Protection, dissemination and exploitation of results (Foreground knowledge)
- How joint ownership will be managed
- Transfers of ownership provisions
- Any additional rules on access rights
- How third party involvement will be managed.

CONSORTIUM AGREEMENT

EC guidance

„How to draw up your consortium agreement”

http://ec.europa.eu/research/participants/data/ref/h2020/other/gm/h2020-guide-cons-a_en.pdf

IPR helpdesk <https://www.iprhelppdesk.eu/>



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CA MODELS AVAILABLE



<http://www.desca-2020.eu/>

MCARD-2020:

<http://www.digitaleurope.org/Services/H2020ModelConsortiumAgreement.aspx>

EUCAR

<http://www.eucar.be/eucar-model-consortium-agreement-horizon-2020/>

ARTICLE 1 INTRODUCTION
ARTICLE 2: DEFINITIONS
ARTICLE 3: PURPOSE AND SCOPE OF THE CONSORTIUM AGREEMENT
ARTICLE 4: ORGANISATION OF THE PROJECT

4.1 GENERAL PRINCIPLES *AND STRUCTURE*

4.2 PROJECT LEVEL

4.2.1 *GENERAL ASSEMBLY*

4.2.2 *STEERING COMMITTEE*

ARTICLE 5: COORDINATOR

ARTICLE 6 ADMINISTRATIVE OBLIGATIONS OF THE BENEFICIARIES

ARTICLE 7: DELIVERABLES

ARTICLE 8: BUDGET AND COMMUNITY FINANCIAL CONTRIBUTION

ARTICLE 9: CONFIDENTIALITY

ARTICLE 10: OWNERSHIP OF RESULTS

ARTICLE 11: ACCESS RIGHTS

ARTICLE 12: ACCESSION TO THIS CONSORTIUM AGREEMENT

ARTICLE 13: LIABILITY IN CONTRACT

13.1 GENERAL PRINCIPLES

13.2 LIABILITY TOWARDS THE BENEFICIARIES

13.3 LIABILITY TOWARDS THE FUNDING AUTHORITY AND THIRD PARTIES

ARTICLE 14: FORCE MAJEURE

ARTICLE 15: DISSEMINATION, PUBLICITY AND PRESS RELEASES

ARTICLE 16: NOTICES AND OTHER COMMUNICATION

ARTICLE 17: AMENDMENTS TO THE GRANT AGREEMENT AND TO THIS CONSORTIUM AGREEMENT

ARTICLE 18: TERM AND TERMINATION OF THE CONSORTIUM AGREEMENT

ARTICLE 19: SETTLEMENT OF DISPUTES

ARTICLE 20: APPLICABLE LAW

Example



ARTICLE 1 – DEFINITIONS

ARTICLE 2 – PURPOSE, NATURE, INTERPRETATION AND DURATION
OF THE AGREEMENT

ARTICLE 3 – CONTRACTOR’S OBLIGATIONS FOR THE
IMPLEMENTATION OF THE PROJECT

ARTICLE 4 – PROJECT ORGANISATION AND MANAGEMENT
STRUCTURE

ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS

ARTICLE 8 – CONFIDENTIALITY

ARTICLE 10 – TERM AND TERMINATION

ARTICLE 11 – ASSIGNMENT

ARTICLE 12 – FORCE MAJEURE

ARTICLE 13 – SETTLEMENT OF DISPUTES

ARTICLE 14 - LANGUAGE

ARTICLE 15 - AMENDMENTS

ARTICLE 16 - SEVERABILITY

ARTICLE 17 - ENTIRE AGREEMENT

ARTICLE 18 – APPLICABLE LAW



Thank you !