

WG3.2: The LERU Model Consortium Agreement for the H2020 MSCA Innovative Training Networks – Part 2 – case studies

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INTRODUCTION:

An overview of the model CA and PA structure for H2020 MSCA-ITN-2015-ETN Project used by UC3M as coordinator

CONSORTIUM COMPOSITION

5 partners (beneficiaries): 3 academia partners from France, Israel and Spain and 2 SMEs (from France and Spain).

4 Partner Organisations: 2 large companies leaders in aerospace and defence sector (from Spain and Israel) and 2 SMEs (from Hungary and The Netherlands).

STRUCTURE CA

The DESCAs model was adapted to fit the Project including the following:

- Project and partner's information
- Governance structure as stated in Technical Annex
- ESR Recruitment process
- Contribution to the management budget (Contribution to MGT costs)
- Attachment 1 (to reduce potential conflicts over background and Results and the Access rights to them).
- Other Attachments
 - **Attachment 5**: A separate agreement to be concluded between beneficiaries and Partner Organisations. It guarantees the commitment of the PO to carry out the tasks as set out in Annex 1 among others.
 - **Attachment 6**: As an example in order to facilitate the drafting of the Career Development Plan (art. 32.1 GA)
 - **Attachment 7**: Secondment Agreement template (for support only).

CA STRUCTURE

- CA Effective date (as there were activities before the Project's start date, CA was made on prior to the Project start).
- Definitions: ESR, Secondment, Personal Career Development Plan, etc.
- Purpose: Disclose GA and CA to the Partner Organisations under conditions of confidentiality upon signature of the PA.
- ESR recruitment process: Notice to the coordinator of any change in the process (start date of fellowship and submission of declaration of conformity through the EC participant portal).
- Obligations during Secondments: those set out in Article 32 GA for beneficiaries (insurance coverage, salary, medical insurance, etc.) and to instruct and communicate applicable local procedures regarding health and safety for hosting institutions.
- Supervisory board: Each party shall have one vote unless otherwise agreed in writing.

CA STRUCTURE

- Receipts
- Exclusive licenses (Option 8.4)
- Option 1 Article 9.4 (Access rights)
- Option 1 Article 9.6 (Additional Access rights)
- Specific provisions for software
- Settlement of disputes: Mediation according with WIPO Rules in Brussels and after 60 calendar days the courts of Brussels shall have exclusive jurisdiction (in line with GA).

PA STRUCTURE

- One single agreement among beneficiaries and Partner Organisations (simultaneous negotiation among participants)
- Main commitments of PO in the Project: Carry out the tasks as set out in Annex I to the GA, participate in the SB and comply with its decisions and abide by the provisions relating to confidential information.
- General terms and conditions in line with the CA were included to avoid contradictions between both agreements: Entry into force, duration and termination, Liability towards each other and Applicable Law and Settlement of disputes.
- Ownership of Results during Secondments
- Confidentiality obligations for Researchers

Legal aspects to be considered:

IPR, Confidentiality, special concerns of the Partner organisations, etc.

Legal aspects to be considered:

Intellectual Property Rights:

- Results generated by the researcher during the secondment period at a partner organisation belong to the beneficiary **unless otherwise agreed** before the secondment start date.
- If there is **transfer of results** to a PA: Section 8.3 CA and Article 30 GA applies.

Legal aspects to be considered:

Dissemination of Results and Confidentiality:

- During the Project and for 2 years after the end of the Project according to Article 29.1 GA.

Term of **confidentiality obligations**: 4 years after the end of the Project.

- We added in Section 5.2 (Liability) **breach of confidentiality** as an exception of limitations of contractual liability.

Legal aspects to be considered:

Partner organisations' special concerns:

- Silent member of PO in the SB
- Network-wide activities' costs of the PO
- Hosting costs during secondments
- Health and safety internal procedures and policies of PO

Some examples for relevant clauses finally agreed by all partners

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Receipts (CA): *"Section 7: In case that, in accordance with the Grant Agreement, the Funding Authority takes into account any Receipts of a Party (as defined under Article 5.3.3 of the Grant Agreement) and, accordingly, reduces the grant amount of the Action, this reduction will be entirely assumed by the Party/Parties that received those Receipts".*

Confidentiality obligations for Researchers (PA): *"Apart from the Parties, the Researcher shall sign a Non Disclosure Agreement with the Receiving Party in order to protect their confidential information which shall not be disclosed. Such Non Disclosure Agreement will be provided by the Receiving Party and shall be mandatory signed before starting the Secondment by the Researcher".*

Some examples for relevant clauses finally agreed by all partners:

Contribution to management budget (Section 7) 1/2

The management budget is established to cover the coordination costs of the Project and it is quantified in XXXXXXXXXXXX EUR.

Each party will keep a fixed percentage from their own budget established in the overall budget as "Contribution to MGT costs". This amount will be a 10% of the maximum EU contribution established in the Grant Agreement for each beneficiary.

The consortia will create a network-wide budget allocation in order to pay costs derived from the network-wide activities as is established in annex I. These activities will be among others, the organization of forseed network-wide events, organization of an international conference and two workshops, the training courses organized by xxxxx and xxxxxxx, the Supervisory Board and Intellectual Property Board meetings, the invitation of external researchers, the organization of the Kick-off meeting, the evaluation of ethic issues by external experts. Neither the Project Coordinator nor the Project Manager need to be funded for their managerial activities since they already have a contractual relationship with the UC3M. The network-wide budget allocation will be controlled by the Project Coordinator and all expenses to be covered by these funds have to be approved unanimously in advance by the Supervisory Board.

Some examples for relevant clauses finally agreed by all partners:

Contribution to management budget (Section 7) 2/2

The Parties agree to contribute to the network-wide budget allocation with its remaining budget share after deducting the 10% of the maximum EU contribution fixed in the GA, from their own "Contribution to MGT costs".

When transferring the contribution received by the Funding Authority to the Parties, the Coordinator will withhold a percentage of each Party's total contribution to the network-wide budget allocation:

*65% of the pre-financing transfer – month 1 of the Project,
20% of the interim payment transfer – month 24 of the Project,
15% of the final payment transfer – month 48 of the Project.*

Some examples for relevant clauses finally agreed by all partners

Compliance with national, foreign and international trade and export control laws and regulations (Section 10):

The Parties acknowledge that diversion contrary to such Export Regulations is prohibited. The Receiving Party reserves the right to accept a Researcher taking into account health and safety internal procedures, EU restrictions and Export Control Regulations.

Obligations during Secondments (Section 4):

The Researcher shall fulfill with all health and safety internal procedures and policies of the Partner Organization.



Thank you
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