

BESTPRAC Meeting – Ljubljana, Slovenia

March 5, 2015

Interactive Session 1:
Non-disclosure agreements and essentials of the
Grant Agreement and Consortium Agreement

Working Group Legal (WG3)

Niina Mikkonen, Legal Counsel
Aalto University
Research and Innovation Services, Project Services



Non-disclosure Agreements

NDA = A contract between at least two parties; outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes, but wish to restrict access to or by third parties; provides protection and security by setting down terms for exchanging and using of valuable information of a party

A part of MoU/Lol (at proposal level) and/or a part of GA and/or a part of CA or a separate document (e.g. for members of project advisory group)

Unilateral NDA/Bilateral NDA

Usually made between organizations (legal persons) and signed by duly authorized representatives of the parties – usually researcher personally is not authorized to make commitments on behalf of university/organization

There is no institutional model NDA; must always adopt to specific needs of the research project in question; one potential starting point: model NDA provided by IPR Helpdesk

Essentials of the Grant Agreement

By signing the GA the consortium, meaning all project partners, commit to implementing the project

GA is signed by the coordinator and by the European Commission – Other parties sign an Accession form

GA is signed by duly authorized representatives of the parties

GA sets down terms related to funding between the European Commission and project partners

The European Commission provides the model GA – non-negotiable

Essentials of the Consortium Agreement

CA is a contract between all the project beneficiaries and signed by duly authorized representatives of the parties

CA is mandatory for all collaborative projects unless otherwise specified in the work programme or call for proposals: every party must sign the CA – should be signed before the GA

CA covers issues that are important in managing the project, e.g. publishing procedure, decision making, ownership, liabilities, access rights and protecting IPR

Coordinator is in charge of starting the negotiations for the CA and for selecting the agreement template – the model most suitable for universities and research institutes is the DESCAs agreement (includes many essential provisions for universities, e.g. on rights, liabilities and publishing)

CA is negotiable but may not be in contradiction with GA – GA always prevails



Thank you for your attention :)