

Consortium Agreement & IPR

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General comment to the Consortium Agreement (CA)



- We used DESCA model
- Rules are in the Grant Agreement
 - CA clarifies, or
 - Modifies (if this is specifically allowed for in the GA)
- MacroFuels Consortium Agreement is signed 😊



Highlights!



	GA, Rights and Obligations related to.....	Consortium Agreement
1	...Implementing the action (Ch 4, Section 1, Art 7) ...Grant Administration (Ch4, Section 2, Art 17)	Responsibilities of the parties (Section 4)
2	...Results (Ch4, Section 3, Art 26, 29 and 30)	Results: Ownership, Transfer and Dissemination (Section 8)
3	...Background (Chapter 4, Section 3, Art 24 & 25) ...Results (Chapter 4, Section 3, Art 31)	Access Rights (Section 9)
4	...Other, Confidentiality (Ch4, Section 4, Art 36)	Non Disclosure of Information (Section 10)
	<i>Annex 1 of GA</i>	<i>Governance (Section 6)</i>



Implementation & communication



- All responsible for technically implementing the project
- Provide all information on time
- Communicate any problems / doubts / delays / changes to circumstances



Results: ownership and notice of dissemination



- Results are owned by the beneficiary that generates them (GA 26.1)
- May be transferred to specific third parties
- Results must be disseminated – to public
 - Advance notice 45 days (at least). CA same as GA



Results: protection & exploitation



- Obligations to protect & exploit results are in the Grant Agreement, not the CA
- Dr Bert Groenendaal (SIOEN) responsible for management of Results with Executive Board



Joint ownership



- Joint ownership if results (a) jointly generated and (b) it is not possible to:
 - (i) establish the respective contribution of each beneficiary, or
 - (ii) separate them for the purpose of applying for, obtaining or maintaining their protection
- (Written) joint ownership agreement (GA 26.2) – CA adds that a best effort will be made to agree the protection, share of ownership and costs in the agreement.
- May be licensed to third parties (notice and fair and reasonable compensation to joint owner)



Use of third parties



- If third parties are to be used, then the partners must be able to have the same rights as if they had generated the results. If the third party cannot give this, the third party cannot be used in the project to generate the results.



Access to Background



- Background is identified in CA. (Data, know how, information held at start of the project & needed).
- Request for access - in writing.
- Required to give access.
 - Royalty free (unless otherwise agreed) for implementing project.
 - Fair and reasonable conditions for exploitation.
- Period to request access is 1 year after the end of the project



Access to Results



- Access rights similar to those for Background
- EU also has rights, for example for monitoring or developing programmes.



Confidentiality



- Must keep confidential any material identified as confidential – throughout project +4 years.
 - CA sets out identification of confidential:
 - Explicitly marked confidential
 - Or, for oral material, identified as confidential when given and then confirmed in writing within 15 days
 - Internal distribution – ‘need to know’
 - Return on request



Governance



- Consortium Agreement sets out detail, mirroring Annex 1 of Grant Agreement
 - General Assembly (GA), decision making (all parties)
 - Executive Board (EB), scientific management & exploitation (WPL, coordinator, chair)
 - Management Support Team (MST)
 - Work Package Leaders, DO and EO
 - Advisory Board – wrt fuel components (3)



Questions?

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