

## Example from full Consortium Agreement with CERN as coordinator

### Section 8: Results

#### 8.0 Ownership of Results

Results are owned by the Party that generates them. 8.1 Joint ownership

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and

- each of the joint owners shall be entitled to otherwise exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) Fair and Reasonable compensation.

#### 8.2 Transfer of Results

8.2.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (4) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.2.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (4) after signature of this Agreement requires a decision of the Supervisory Board.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

## Example from partnership agreement with CERN

[HORIZON 2020 ITN PA Template \(February 2015\)\).pdf](#)

### Intellectual Property

4.1 Intellectual property, comprising Background IP and Results, related to the [Project acronym] Project, which is disclosed under the Agreement by one Party to the other Party shall not create any proprietary rights in respect of such intellectual property for the receiving Party.

4.2 "Background IP" shall mean intellectual property developed or received by a Party prior to the [Project acronym] Project, or received by or developed independently of it, that is needed for the [Project acronym] Project. "Results" shall mean any intellectual property developed by a Party in the course of the [Project acronym] Project.

4.3 In order to execute the Agreement and solely for that purpose, each Party may use on a royalty free basis the relevant intellectual property of the other Party. Such intellectual property shall be provided, upon request, by the holding Party to the requesting Party and shall be treated as Confidential Information.

4.4 Any rights in the Results developed by the CERN Employee under the Agreement and in execution of the [Project acronym] Project shall be vested in CERN, who shall grant to «Entity» a free and non-exclusive license for the use of such Results for research, educational and other non-commercial purposes.

4.5 Any rights in the Results developed by «Entity» under the Agreement and in execution of the [Project acronym] Project shall be vested in «Entity», who shall grant to CERN a free and non-exclusive license for the use of such Results for research, educational and other non-commercial purposes.

4.6 Any rights in the Results jointly developed by the personnel of the two Parties (to the extent that none of the said Parties could reasonably claim full ownership of such Results) under the Agreement and in execution of the [Project acronym] Project shall be vested in «Entity» and in CERN in proportion to their respective intellectual, human, financial and material contributions to such Results.

4.7 The providing Party provides no warranty in respect of intellectual property made available by it under the Agreement, and the receiving Party shall hold it free and harmless from any liability arising from its use (including, as the case may be, by its partners and contractors) of such intellectual property.

## Confidentiality

6.1 Each Party shall treat as confidential any information provided to it by the other Party and designated as confidential, or of which its confidential character should reasonably be understood. Except as agreed otherwise in writing, this confidentiality obligation shall continue for a period of five (5) years from the date of termination of the Agreement. The receiving Party shall not use confidential information for any other purpose than the execution of the Agreement and shall not disclose it to any third party without prior written permission of the disclosing Party.

6.2 No confidentiality obligation shall apply to information which the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party; became part of the public domain after such communication but not through any fault of the receiving Party; was already in possession of the receiving Party at the time of signature of the Agreement; has been lawfully received by the receiving Party from a third party without any confidentiality obligation; or has been developed by the receiving Party independently and outside the scope of the Agreement.

%%%

Begin forwarded message:

**From:** Karen Ernst <[karen.ernst@cern.ch](mailto:karen.ernst@cern.ch)>  
**Subject: Re: ITN-Proposal Consortium Agreement**  
**Date:** 26 Nov 2015 16:33:45 CET  
**To:** Vladimir Gligorov <[Vladimir.Gligorov@cern.ch](mailto:Vladimir.Gligorov@cern.ch)>, Marco Silari <[Marco.Silari@cern.ch](mailto:Marco.Silari@cern.ch)>  
**Cc:** Svetlomidir Stavrev <[Svetlomidir.Stavrev@cern.ch](mailto:Svetlomidir.Stavrev@cern.ch)>

Dear Vladimir and Marco,

It is fully correct what Svet has said. Nevertheless in building the proposal AND the consortium, it is helpful to have in mind the consortium agreement, in particular the governance structure of your project proposal.

Attached you will find two templates for an ITN Consortium Agreement, depending on your idea for a consortium:

- a) Consortium that includes only those parties that have signed the Grant Agreement (Beneficiaries)
- b) Consortium Agreement that includes both the Beneficiaries as well as the Partner Organisations (i.e. those entities that do not receive EC funds but take part in the training activities and host researchers)

In addition, you will find attached also a template for a Partnership Agreement.

Both agreement templates almost fully reflect the DESCA model consortium agreement and have been tried, tested and improved in the last two years with different European consortium partners. **The templates should not be changed (except in the meeting schedules of the consortium bodies) and are not really up for negotiation.**

If the project foresees Partner Organisations that cannot sign the Consortium Agreement for legal reasons but would participate in the project through the hosting of a researcher, then the Party sending the researcher must conclude with the Partner Organisation a Partnership Agreement and **ensure that the obligations under the Grant Agreement (in particular IP!) are respected**, i.e. it must ensure that the Partner Organisation understands these obligations and complies with them. A concrete example: **under the Grant Agreement the principle is that IP generated under a project is owned by the Party which generated it. Under a secondment this means that the sending Party will own the IP whose researcher has generated the IP - and NOT the hosting Partner Organisation.** It requires the authorisation by the EC if the consortium wishes to change this principle for a particular case and a Party cannot take this decision unilaterally. **It is up to each Party to conclude a Partnership Agreement with another Party or Partner Organisation.**

I hope this is useful.

Kind regards,  
 Karen

%%%

On 26 nov. 2015, at 16:03, Vladimir Gligorov <[Vladimir.Gligorov@cern.ch](mailto:Vladimir.Gligorov@cern.ch)> wrote:

Aaaaah, I am an idiot! Thank you.

Vava

On 26 Nov 2015, at 15:54, Svetlomisr Stavrev <[Svetlomisr.Stavrev@cern.ch](mailto:Svetlomisr.Stavrev@cern.ch)> wrote:

Correct: you just mention the CA in the table with deliverables.

Greetings,

Svet

-----Original Message-----

From: Vladimir Gligorov

Sent: 26 November 2015 15:42

To: Svetlomisr Stavrev <[Svetlomisr.Stavrev@cern.ch](mailto:Svetlomisr.Stavrev@cern.ch)>

Cc: Marco Silari <[Marco.Silari@cern.ch](mailto:Marco.Silari@cern.ch)>; Karen Ernst <[karen.ernst@cern.ch](mailto:karen.ernst@cern.ch)>

Subject: Re: ITN-Proposal Consortium Agreement

Dear All,

I was going on this

"2) the Consortium Agreement is now mandatory and should be provided as management deliverable (p. 15) – see also point 8 below"

from the previous meeting minutes. Do you simply mean that we have to list the agreement as one of the deliverables?

Thanks,

Vava

On 26 Nov 2015, at 15:32, Svetlomisr Stavrev <[Svetlomisr.Stavrev@cern.ch](mailto:Svetlomisr.Stavrev@cern.ch)> wrote:

Dear all,

There may be some kind of confusion here: the Consortium Agreement is certainly not needed at the proposal submission stage, so I don't know why are you dealing with it at this stage.

Greetings,

Svet

From: Vladimir Gligorov

Sent: 26 November 2015 14:02

To: Marco Silari <[Marco.Silari@cern.ch](mailto:Marco.Silari@cern.ch)>; Svetlomisr Stavrev

<[Svetlomisr.Stavrev@cern.ch](mailto:Svetlomisr.Stavrev@cern.ch)>

Subject: Fwd: ITN-Proposal Consortium Agreement

Dear Marco, Svet,

regarding the consortium agreement now needed within the proposal, how big should this be? The example we were given by the Dortmund EU people (attached) was 97 pages, which cannot be correct?

Thanks,

Vava

Begin forwarded message:

From: Johannes Albrecht <[johannes.albrecht@tu-dortmund.de](mailto:johannes.albrecht@tu-dortmund.de)>  
 Subject: Fwd: ITN-Proposal Consortium Agreement  
 Date: 26 Nov 2015 13:23:35 CET  
 To: Vladimir Gligorov <[Vladimir.Gligorov@cern.ch](mailto:Vladimir.Gligorov@cern.ch)>, Balázs Kégl <[balazs.kegl@gmail.com](mailto:balazs.kegl@gmail.com)>

Dear Vava, Balasz,

as attachment what my EU office send me as draft for an consortium agreement.

not sure if this is what it should be, do they seriously expect that we tune a 97 page consortium agreement for a proposal with <<20% success chance?

i am a bit confused, but if they want, we need to just take some that was give to us by one of the EU offices.

cheers

Johannes

-----  
 Dr. Johannes Albrecht

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 Technische Universität Dortmund

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Begin forwarded message:

From: "[petra.marciniak@tu-dortmund.de](mailto:petra.marciniak@tu-dortmund.de)" <[petra.marciniak@tu-dortmund.de](mailto:petra.marciniak@tu-dortmund.de)>  
 Subject: ITN-Proposal Consortium Agreement  
 Date: 26 Nov 2015 13:15:28 GMT+1  
 To: "[johannes.albrecht@tu-dortmund.de](mailto:johannes.albrecht@tu-dortmund.de)" <[johannes.albrecht@tu-dortmund.de](mailto:johannes.albrecht@tu-dortmund.de)>

Lieber Herr Albrecht,

anbei sende ich Ihnen die Mustervorlage für eine Konsortialvertrag. Eine eigenständige Version für den Bereich MSC scheint es ( auch nach Rücksprache mit Frau Trimpe) nicht zu geben.

Viele Grüße,  
 Petra Marciniak

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 Dipl.-Kff. Petra Marciniak

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