

The European Union's Seventh Framework Programme

Overview of FP7

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FP7 basic principles

- Proposals can only be submitted in response to publicly-announced calls for proposals with strict deadlines
<http://cordis.europa.eu/fp7/dc/index.cfm>
- All proposals* are presented by multinational consortia of organisations with one European partner nominated as the Project Coordinator.
- Proposals are evaluated by independent experts
- All proposal coordinators receive an Evaluation Summary Report
- Funding follows successful evaluation, selection and negotiation of grant agreement

* except certain Support actions

Who can participate?

- Participants from EU Member States
- Associate Candidate Countries
- Associate States (International Agreement)
- EU Scientific Cooperation Agreements
- International Cooperation Partner Countries (ICPC) and Third countries specifically outlined in the Work Programme description for a Specific Call

Types of organisations

- Research organisations, Universities
- High-tech Small and Medium Sized Enterprises (SMEs)
- SME Associations (Specific instruments)
- Public Administrations (ERA-NET)
- Individual researchers wishing to work in another country (Marie Curie)
- Institutions running a research facility of multi-national interest

Eligible for funding

Eligibility for Funding:

- Legal entities from Member State and Associated Country or created under EU Community law (and the JRC)
- International European interest organisations
- Legal entities established in International Cooperation Partner Countries (ICPC-INCO)

and

- Legal entities established in 3rd countries other than ICPC-INCO, if provided for in SP or WP; or if essential for carrying out action; or if provision for funding is provided for in a bilateral agreement between Community and that country

Geographical spread for consortia

The minimum consortia structure is dictated by each Call but in general there is a requirement for participation of the following:

- Three independent legal entities from three different EU Member States (MS) or Associated countries (AC)
- International (intergovernmental) organisations can participate
- Participants from Third Countries & International Cooperation Partner Countries (ICPC) if in addition to minima
- Collaborative projects for Specific Cooperation Actions (SICA) dedicated to international cooperation partner countries (ICPC): minimum 4 participants of which 2 in different MS or AC and 2 in different ICPC countries unless otherwise specified
- Support actions; no specific restrictions apart from inclusion of European coordinator

Organisation registration

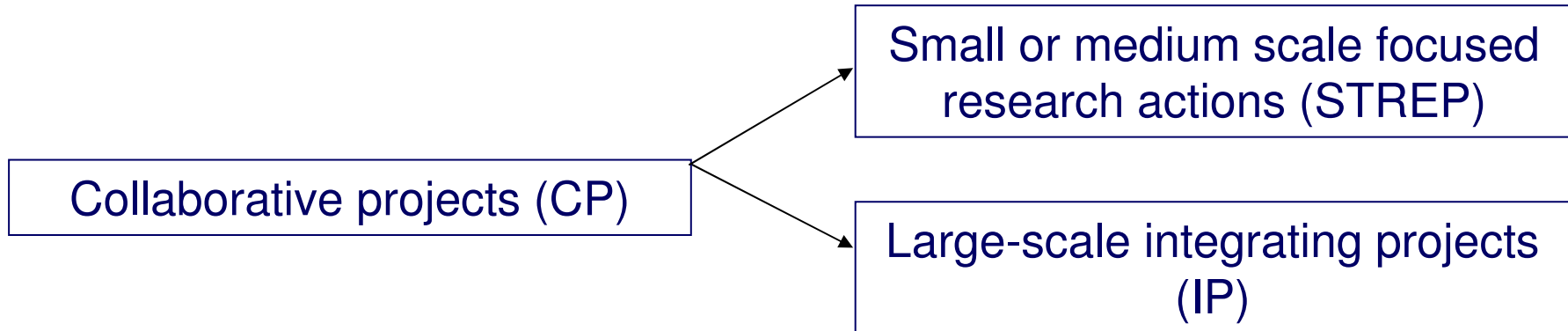
Unique registration facility (URF)

http://cordis.europa.eu/fp7/urf_en.html

Participant identification code (PIC)

Legal Entity Authorised Representative
(LEAR)

FP7 funding schemes



Support to research projects carried out by consortia with participants from different countries, aiming at developing new knowledge, new technology, products, demonstration activities or common resources for research. The size, scope and internal organisation of projects can vary from field to field and from topic to topic.

Networks of Excellence (NoE)

Support to a Joint Programme of Activities implemented by a number of research organisations integrating their activities in a given field, carried out by research teams in the framework of longer term co-operation

Coordination and Support actions (CSA)

Support to activities aimed at coordinating or supporting research activities and policies (networking, exchanges, trans-national access to research infrastructures, studies, conferences, etc)

Large integrating projects

- Focused on objective-driven research
- Designed to produce new knowledge in a specific thematic area & achieve ambitious objectives through integration, critical mass
- IPs encompass wide variety of activities
 - Research and Technological Development – beyond state-of-the-art
 - Demonstration activities to prove viability of new technologies
 - Technology transfer or take up activities
 - Training and Dissemination
 - Knowledge management and exploitation
 - Management activities
- IPs should comprise of
 - coherent set of activities and
 - appropriate management structure

Large integrating projects cont.

- Minimum 3 independent legal entities from 3 different EU Member or Associated States
- Critical mass requires minimum 10 partners
 - Experience under FP6 – 10 – 20 partners
- Industry players, SMEs & Research organisations
- 3 – 5 years duration
 - Experience under FP6 EU contribution €4 - €25 (average €10 m)
- Ability to add new partners within overall budget during project life
- EU contribution guidelines

Focused research projects (STREPs)

- Focused on specific objective-driven research
- Designed to produce new knowledge in a specific thematic area
- Clearly defined scientific and technological objectives directed at obtaining specific results, which could be applicable in terms of development or improvement of products, processes, services or policy
- STREPs include two types of activities (or combination of both)
 - Research and Technological Development – beyond state-of-the-art
 - Demonstration activities to prove viability of new technologiesand
 - Consortium Management activities
- STREPs have fixed overall work plan and deliverables
- Minimum 3 independent legal entities from 3 different EU Member or Associated Countries.
- Size of consortium appropriate to goal and skills required
 - Experience under FP6 – 6 – 15 partners
- Research organisations, Industry players, SMEs
- 2 - 3 years duration
 - Experience under FP6 EU contribution €1 - €4 (average €2 m)

Coordination actions (CAs)

- Focused on coordination of research or creation of a network between other research actions for a specific purpose
- Cannot undertake research and technological development activities
- CAs include two types of activities
 - **Coordination Activities**
 - Organisation of events (conferences, meetings)
 - Performance of studies, analysis
 - Exchanges of personnel
 - Exchange and dissemination of good practice
 - Setting up of common information systems
 - Setting up of expert groups
 - Definition, organisation, management of joint or common initiatives
 - **Consortium Management activities**
- CAs have fixed overall work plan, partnership and deliverables

CAs cont.

- Minimum 3 independent legal entities from 3 different EU Member or Associated Countries
- Size of consortium appropriate to coordination activities
 - Experience under FP6 – 13 – 26 partners
- Research organisations, Industry players, SMEs
- 1 - 2 years duration
 - Experience under FP6 EU contribution €0.5 - €2 (average €1 m)

Support Actions (SAs)

- Designed to
 - underpin the implementation of the Programme & complement the other FP7 funding schemes
 - help in preparations for future Community research and technological development policy activities and
 - stimulate, encourage and facilitate the participation of SMEs, civil society organisations, small research teams, newly developed and remote research centres, as well as setting up research clusters across Europe
 - Cover one off events or single purpose activities
- Cannot undertake research and technological development activities
- SAs include two types of activities
 - Support Activities
 - Conferences, seminars, working groups and expert groups
 - Studies, analysis, fact findings and monitoring
 - Preparatory technical work, including feasibility studies
 - Development of research or innovation strategies
 - High level scientific awards and competitions
 - Consortium Management activities

SAs cont.

- No **minimum** number
- Size of consortium appropriate to support activities
 - Experience under FP6 – 1 – 15 partners
- Research organisations, Industry players, SMEs
- 1 - 3 years duration
 - Experience under FP6 EU contribution €0.3 - €3 (average €0.5 m)

Calls for proposals

- Each thematic area issues regular call in Official Journal and Cordis <http://cordis.europa.eu/fp7/dc/index.cfm>
 - Closing date, available budget and focus
- Information Pack available for Open Calls
 - Call Text
 - Workprogramme Description
 - Guide for Proposers
 - Proposal Evaluation and Selection Procedures
 - Model Grant Agreement
 - Financial Guidelines
 - Negotiation Guidelines
- All Proposals are submitted online via Electronic Proposal Submission System (EPSS)
<http://cordis.europa.eu/fp7/dc/index.cfm?fuseaction=UserSite.FP7SubmitProposalPage>

Identifying relevant research areas

- Must be appropriate based on your organisations research and strategic goals
- Proposals submitted must be relevant to the action lines open within specific calls
- The role of each partner must be clearly articulated and illustrate how their experience is relevant and complementary
- Need to identify European partners that you wish to work with in the long term to justify investment building a relationship
- Irrelevant proposals will not be evaluated

Proposal structure



Proposal Part A (Online - EPSS)

- Electronic Proposal Submission System
- A1 (Coordinator)
 - Title, acronym, objective etc.
 - free keywords
 - 2000 character proposal abstract
 - previous/current submission (in FP7)
- A2 (Each partner)
 - Legal address/administrator address/R&D address
 - Clear identification as SME/Public body/Research centre/ Educ. establishment
 - Proposer identification code (PIC)
- A3
 - Breakdown of costs per partner (direct/indirect costs) Refer to Guide for Applicants which can be downloaded from <http://cordis.europa.eu/fp7/>

The image shows a screenshot of the 'Proposal Submission Forms' for the A1 (Coordinator) section. The form is titled 'Proposal Submission Forms' and includes the European Commission logo and the text 'A1'. It contains several fields for general information about the proposal, including 'Proposal Number', 'Proposal Acronym', 'Proposal Title', 'Activity code(s) most relevant to your topic', and 'Abstract'. There are also fields for 'Keyword 1', 'Keyword 2', 'Keyword 3', and 'Free Keyword'. A note at the bottom of the form states: 'For a proposal to be considered as complete, all questions must be answered. If a field is not applicable, you must indicate this.'

NB: Check coordinator entered details – indirect costs; organisation type

Proposal Part B (IPs & STREPs)

- Section 1: Scientific and/or technical quality (recomm length 20 pages)
 - 1.1 Concept and objectives
 - 1.2 Progress beyond the state-of-the-art
 - 1.3 S/T methodology and associated work plan, which includes
 - Gantt chart, Work package list (template 1.3a), Deliverables list (template 1.3b), Description of each work package, and summary (template 1.3c), Summary effort table (template 1.3d), List of milestones (template 1.3e), Pert chart
- Section 2. Implementation
 - 2.1 Management structure and procedures
 - 2.2 Individual participants (max one page per participant)
 - 2.3 Consortium as a whole
 - 2.4 Resources to be committed (two pages)
- Section 3. Impact (recomm length 10 pages)
 - 3.1 Expected impacts listed in the work programme
 - 3.2 Dissemination and/or exploitation of project results, and management of intellectual property
- Section 4. Ethical Issues

Proposal Part B (CAs & SAs)

- Section 1: Scientific and/or technical quality (recomm length 20 pages)
 - 1.1 Concept and objectives
 - 1.2 Quality and effectiveness of the support mechanisms and associated workplan which includes
 - Gantt chart, Work package list (template 1.3a), Deliverables list (template 1.3b), Description of each work package, and summary (template 1.3c), Summary effort table (template 1.3d), List of milestones (template 1.3e), Pert chart
- Section 2. Implementation
 - 2.1 Management structure and procedures
 - 2.2 Individual participants (max one page per participant)
 - 2.3 Consortium as a whole
 - 2.4 Resources to be committed (two pages)
- Section 3. Impact (recomm length 10 pages)
 - 3.1 Expected impacts listed in the work programme
 - 3.2 Spreading excellence, exploiting results, disseminating knowledge
- Section 4. Ethical Issues

What should be considered.....

- Are you the: Chief bottle-washer; Technical master; Captain of your own ship; Subcontractor in drag...
- NDA; Non-competitive agreement
- Succinct organisation and team overview (including any similar FP6, FP7 participations)
- Details of envisaged project interaction:
 - introduction including relevant prior art;
 - objectives;
 - tasks & associated activities, including dissemination activities;
 - deliverables;
 - timelines;
 - milestones;
 - person-months & person-month rate (€);
 - budget (categorised);
 - IPR issues (background; IPR Bill; exploitation);
 - ethical issues;
 - sub-contracting; 3rd parties
 - management versus R&D
- Impact; value-addition; mutual benefit

Financial issues

Maximum grant

- The maximum grant is based on an estimation of eligible costs prepared by the consortium partners
- You will get reimbursed for eligible costs BUT you must co-finance a portion of the costs
- The amount you must co-finance depends on the **type of organisation** to which you belong and **the activity** being funded
- What you actually spend is taken into account to determine the final financial contribution by the EC

Types of organisation

- **Public body:** legal entity established as such by national law, and international organisations
- **Research organisation:** legal entity established as a non profit organisation which carries out research or technological development as one of its main objectives
- **Secondary and higher education establishments** includes universities, schools for applied sciences and similar
- **SMEs:** small and medium-sized enterprises as defined in Europe:
 - fewer than 250 employees,
 - annual turnover not exceeding €50 million, and/or
 - annual balance-sheet total not exceeding €43 million

R&D activities: funding rates

- Public bodies: up to 75%
- Secondary and higher education establishments: up to 75%
- Research organisations (non-profit): up to 75%
- SMEs: up to 75%
- Otherwise up to 50% of eligible costs

Other activities: funding rates

- Demonstration activities: up to 50%
- Management: up to 100%
- Frontier research actions: up to 100%
- Coordination and support actions: up to 100%
- Training and career development of researchers: up to 100%

Eligible costs

- ACTUAL, ECONOMIC, USED SOLELY TO ACHIEVE PROJECT OBJECTIVES
 - Must actually be incurred
 - Must be incurred during the project
 - Must be determined according to usual accounting and management principles/practices
 - Must be recorded in accounts
- **AUDIT TRAIL**

Non-eligible costs

- Identifiable indirect taxes including VAT
- Duties
- Interest owed
- Provisions for possible future losses or charges
- Exchange losses, cost related to return on capital
- Costs declared or incurred, or reimbursed in respect of another project
- Debt and debt service charges
- Excessive or reckless expenditure

Preparing a budget

- **Total project budget** = Eligible direct costs
+
Indirect costs
- Eligible direct costs
 - Personnel costs
 - Subcontracting costs
 - Other direct costs
 - capital equipment
 - travel and subsistence
 - Consumables
 - audit certificate
 - IP protection, etc

Personnel costs

- WILL REQUIRE A TIMESHEET “SYSTEM”!
- Permanent and temporary employees at TOTAL COST OF EMPLOYMENT, not just salary; must be paid in accordance with the normal practices of the organisation
- Can use average personnel costs only when CoM approved
- Must work under sole technical supervision and responsibility of the organisation
- If you normally consider certain costs as overheads (e.g. HR support staff) then their costs cannot be included as direct costs
- Public officials paid directly from government are also eligible

Employment and personnel issues

- Employment contract
- Time sheets
- Hourly cost and person months
- Maximum “productive” hours / year
- Employer costs
- Benefits as part of package
- Absences – vacation, family responsibility, sick, maternity / paternity leave etc.
- Replacement staff
- Overtime
- Benefits – staff bursaries, cellphone allowance etc.
- Short term service contracts
- Secondments – prior agreement & identified in Annex 1
 - NB to differentiate between making resources available and carrying out part of work (subcontracting)

Subcontracting

- Beneficiaries shall implement the indirect action and shall have the necessary resources to that end
- Specialised jobs that it cannot carry out itself or because it is more efficient to use the services of a specialised organisation
- Agreement based on "business conditions"
- Works without the direct supervision of the beneficiary and is not hierarchically subordinate to the beneficiary
- Interest in the project is only the profit that the commercial transaction will bring
- No IPR rights on the foreground of the project
- Responsibility for the work subcontracted lies fully with the beneficiary
- **Subcontracting between beneficiaries in the same GA is not to be accepted**
- **Does not concern the research work itself**, but tasks or activities needed in order to carry out the research, auxiliary to the main objective of the project
- Work (the tasks) to be performed by a subcontractor **has to be identified in Annex I to the GA**
 - identity of the subcontractors does not need to be indicated
 - description of the tasks to be subcontracted should include a financial estimation of the cost
- Best value for money (best price-quality ratio), under conditions of transparency and equal treatment
- Framework contracts with a third party for routine or repetitive tasks – prior arrangement
- Minor tasks / services are not project tasks identified as such in the Annex I - needed for implementation of the project

Other costs

Can include

- Consortium management
 - Maintenance of consortium agreement
 - Legal, ethical, financial management
 - Certificates: costs incurred for the certificates on the financial statements and certificates on the methodology constitute eligible direct costs and are charged under management costs which are part of "Other activities".
 - Financial audits and technical reviews
 - Competitive calls (permitted & foreseen)
- Training activities, excluding trainees (permitted & foreseen)
- Networking & dissemination, including publication
- IPR protection

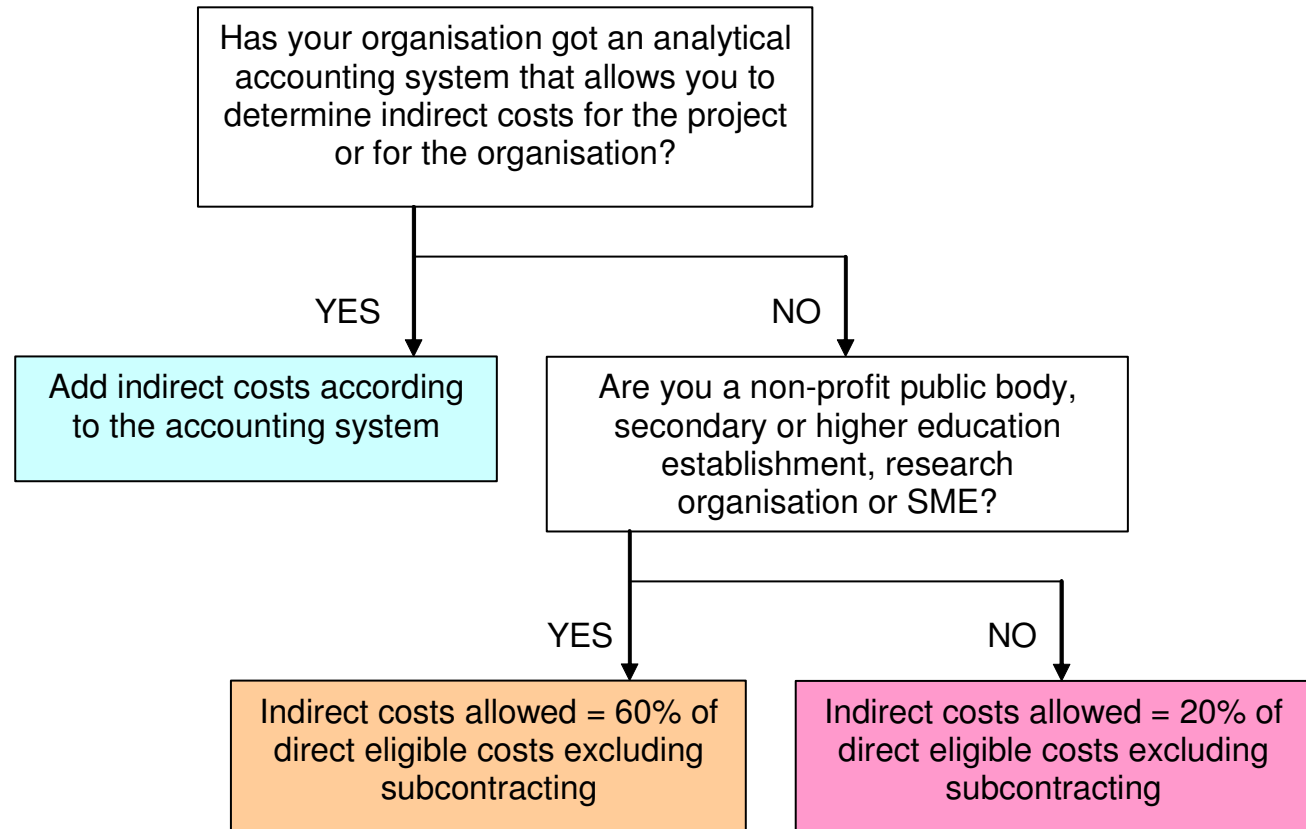
Indirect costs

- Determined according to the information you have from your accounting system:
 - **Actual indirect costs:**
 - If your accounting system allows you to determine your actual indirect costs for the project
 - **Simplified actual indirect costs:**
 - If your accounting system allows you to determine your indirect costs for the organisation but not for the project
 - **Flat rate:**
 - If you can't determine your indirect costs from your accounting system then you can use 20% of direct costs less subcontracting costs OR
 - a **transitional flat rate** depending on the activity and type of organisation (see next slide)
- For Coordination and Support Actions, the maximum indirect costs allowed are 7% of direct costs less subcontracting costs

Indirect costs - Transitional flat rate

- Eligible activities:
 - Research and technological development
 - Demonstration
- Eligible types of organisations:
 - Non-profit public bodies
 - Secondary and higher education establishments
 - Research organisations
 - SMEs
- Transitional flat rate applied:
 - 2007 – 2009: 60% of direct costs less subcontracting costs
 - 2010 – 2013: **60%** of direct costs less subcontracting costs

Decision tree on indirect costs



For coordination and support actions:
Reimbursement of costs = direct costs + indirect costs (7% of direct eligible costs excl subcontracting)



Receipts

- Financial contributions to the project
- In-kind contributions by third parties
- Income generated by the project

Exchange rates

- Costs shall be reported in €
- Exchange rate applied either on the basis of:
 - the rate applicable on the first day of the month following the end of the reporting period

OR

 - on the date that the actual costs were incurred
- Based on European Central Bank rates
<http://www.ecb.int/stats/eurofxref/>

Negotiation

Negotiation Form Facility (NEF)

- Grant preparation forms (GPFs) / Negotiation Form facility (NEF)
<https://webgate.ec.europa.eu/nef-rtd/>
- NEF = an online tool used during the negotiation process to collect legal and financial data as well as other background information on the participants related to the proposal
- Data collected includes:
 - General information about the project (including reporting periods and eligible costs);
 - Information on the coordinator:
 - Including Bank account;
 - Information on the coordinator and all the participants:
 - Authorised representatives;
 - Contact persons;
 - Eligible costs and requested EC contribution

Reporting

Periodic Reporting

- The submission of periodic report is covered by Article II.4 to II.6 of the grant agreement.
- The coordinator is required to:
 - collect the financial statements and (as needed) the Certificate of Financial Statement (CFS) of all beneficiaries
 - write the periodic technical report on the basis of the work performed and information from the beneficiaries
 - submit the periodic reports to the European Commission
 - answer all questions to provide additional information or clarifications to the Project Officer (PO) , in relation with the periodic report and its financial aspects
 - serve as an intermediary between the Project Officer (PO) and the beneficiaries.
- All beneficiaries are required to:
 - fill their financial statement (Form Cs)
 - upload their Certificate of Financial Statement (CFS) as needed
 - sign off their financial statement and dispatch them to the coordinator

Form C's

- Financial Statements also called "Forms Cs" are the form with which each beneficiary reports costs
- The forms are part of the WEB payment tool
- Forms are adapted to take into account information such as the Indirect Cost Model (ICM) adopted by the beneficiary, the type of legal entity (which gives right to different reimbursement rates) and the funding schemes
- This information is automatically uploaded and cannot be changed
- FORCE - financial statement for each period of reporting, viz. "Form C" (accessible via SESAM <http://webgate.ec.europa.eu/sesam>)

FORCE

- FORCE will call up automatically the appropriate Forms C for your project, taking into account the instrument/funding scheme and the framework programme (FP-6 or FP-7) under which your project falls
- For each beneficiary the Forms C contain the necessary 'intelligence' to ensure that:
 - the requested EC contribution does not exceed the maximum that can be requested, taking into the applicable reimbursement rate for the different activities and your cost model/indirect cost methodology
 - Only those activity columns can be filled in, in agreement with the instrument/funding scheme of your project

Coordinator responsibility

NOTE:

It is the responsibility of the coordinator to verify the information and documents provided by the beneficiaries!!!

Auditing

Certificate of Financial Statement

CFS

- Completed by an external auditor selected by the beneficiary
- Contain a number of questions (controls) which the auditor is asked to answer (check) in verifying the beneficiary accounting and control system or document in relation of the execution of the project.
- CFS use a standard format which is annexed to the grant agreement (Annex VII). The use of this format is mandatory.
- CFS are only **required** with the cumulated Community financial **contribution** (not costs!) **requested exceeds €375,000**
 - if the amount requested by a beneficiary is inferior to 375,000 for the first period, CFS not required.
 - CFS must be submitted as soon as the cumulated requested funding for all former periods (not covered by any CFS) exceeds €375,000.
 - If the total funding received for a project by a beneficiary is below €375,000, a CFS is not required for the project.
- the WEB tool will indicate if a CFS is required for a particular period

Eligible auditors

- Beneficiaries are free to choose an external auditor, but must be:
 - Independent
 - Qualified
- Public bodies, secondary and higher education establishments and research organisations may opt for a Competent Public Officer instead of an external auditor
- The submission of a certificate does not waive the right of the Commission to carry out its own audits

General administration

Disbursements

- One pre-financing (upfront) payment, typically 160% of average yearly budget
- Interim payments based on financial statements
- 10% of amount payable is retained until the project is signed off

Guarantee fund

- No collective financial responsibility
- 5% of total project budget set aside at start of project
- Reimbursement on project completion and finalisation with restraints

Legal issues

Welcome to IPR-Helpdesk

2



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Contractual aspects

- Grant agreement
 - Signed between beneficiaries and EC
 - Establishes rights and responsibilities of the beneficiaries to each other and to the EC
 - Consists of core grant agreement and annexures including Annex 1 (Description of Work)
- Consortium agreement
 - Signed between beneficiaries
 - Implements the grant agreement, establishes provisions related to consortium management, distribution of the Community financial contribution and IP
 - Mandatory unless otherwise specified in Call for Proposals
- It is important to make sure that the grant agreement and the consortium agreement talk to each other, particularly in relation to IP sharing
- Note that there exists “*Technical collective responsibility*”

Grant agreement

- Core grant agreement
- Annex I - Description of Work
- Annex II - General conditions
- Annex III - [Specific provisions related to [this funding scheme or activity]
- Annex IV - Form A – Accession of *beneficiaries* to the *grant agreement*
- Annex V - Form B – Request for accession of a new *beneficiary* to the *grant agreement*
- Annex VI - Form C – Financial statement per funding scheme as published in
- Annex VII - Form D – Terms of reference for the certificate on the financial statements and Form E - Terms of reference for the certificate on the methodology

Consortium agreement

- A CA is **required for all projects** financed unless otherwise stipulated in the call for proposals
- EC is not a party to any CA and does not establish the terms and conditions of the CA
- Provisions of a CA should not affect the participants' obligations to the Community and/or to each other arising from the Rules for Participation and the Grant Agreement
- Checklist
- Model consortium agreements

Legal entities

- Only legal entities can sign grant agreements
- Unlikely that more than 1 SA organisation per project will be allowed: bring other researchers on as secondments if needed
- Sub-contracting is NOT recommended; must be provided for in the proposal
- It is recommended that you have a single point of contact who can check the forms, ensure the correct authorised signatories sign the documents, etc. (**LEAR**)
- If one researcher at an institution signs, for example, an indirect cost rate of 20%, then ALL future contracts will be at that rate!

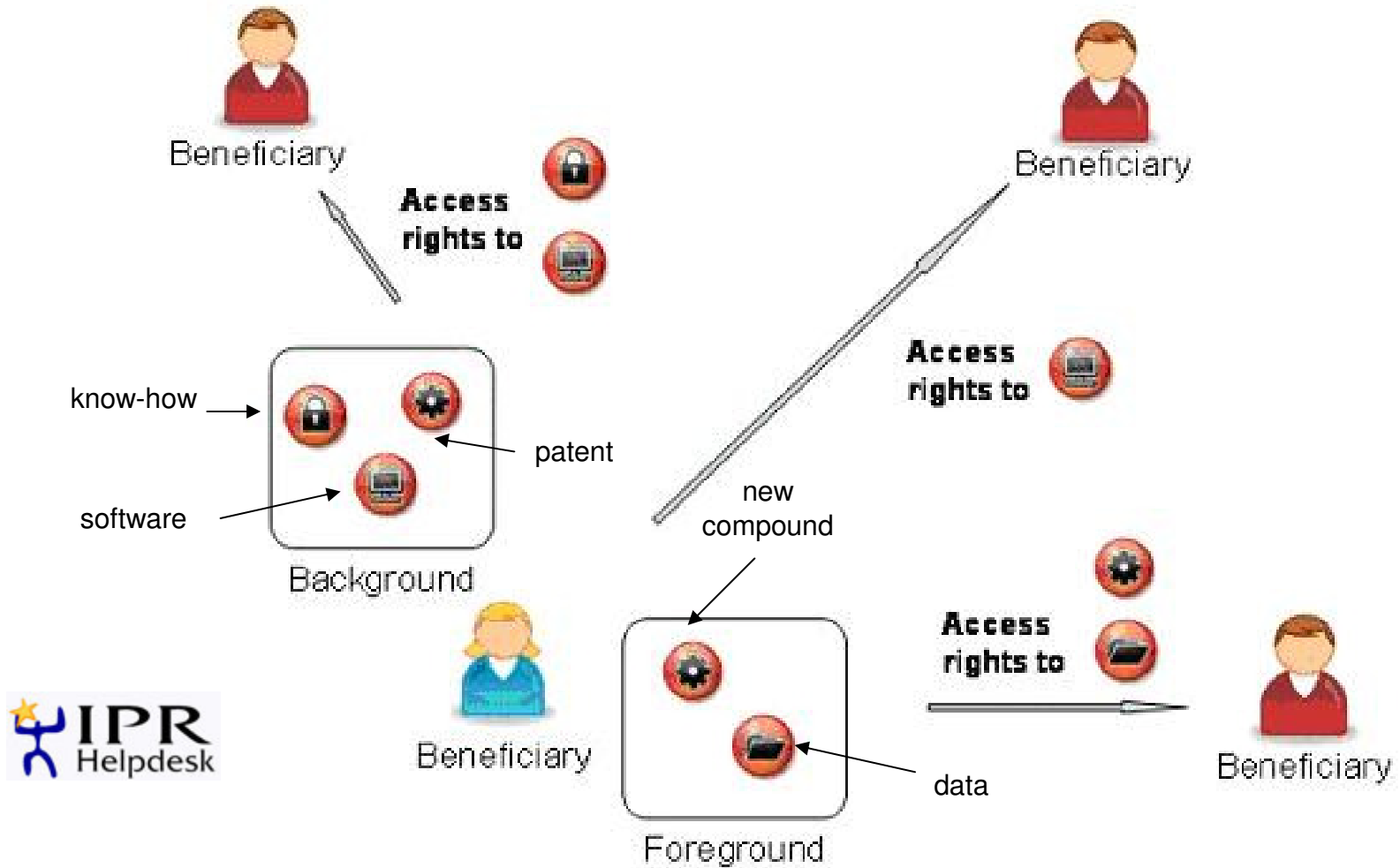
Contract negotiation

- Project passes hurdles and selected for negotiation!
- Letter of invitation to negotiations (includes evaluation summary report)
- Negotiation mandate given
 - Changes to be made based on ESR
 - Maximum EC contribution
 - Project duration
 - Deadlines (usually non-negotiable)
 - 1st draft Description of Work (modified proposal)
 - Grant Preparation Forms (GPFs)
 - Negotiation completion (Technical and Legal/Financial)
- Coordinator negotiates with EC, we negotiate with consortium

Exchange of information

- Beneficiaries exchange information and know-how (software, patents, work methods, etc.) in order to
 - Benefit from each other's resources
 - Carry out tasks
 - Carry out exploitation efforts
- Each beneficiary has the right to request access rights to the other beneficiaries' background and foreground, as long as it needs them in order to carry out its work under the project or to use its own foreground:
 - “Background” is project-related information and IP rights beneficiaries hold before entering the project
 - “Foreground” is the information and IP rights that beneficiaries generate within the project, the results of the project

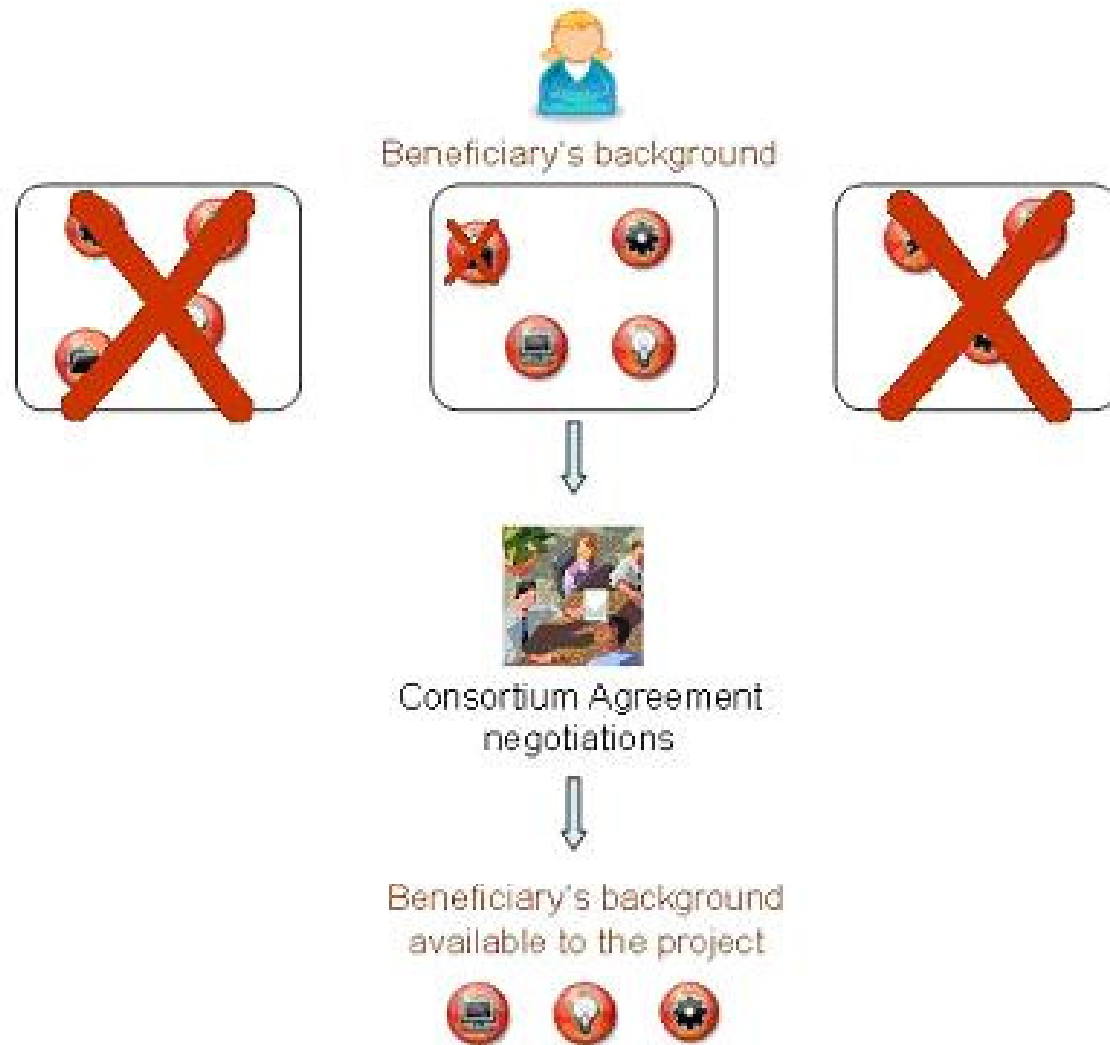
Exchange of information



Background

- Beneficiaries have the right to define the background that will be made available to the project
 - Have right to exclude specific background from their obligation to grant access rights
 - All agreements on the identification/exclusion of background are made in writing, usually in the consortium agreement

Background



Agreement

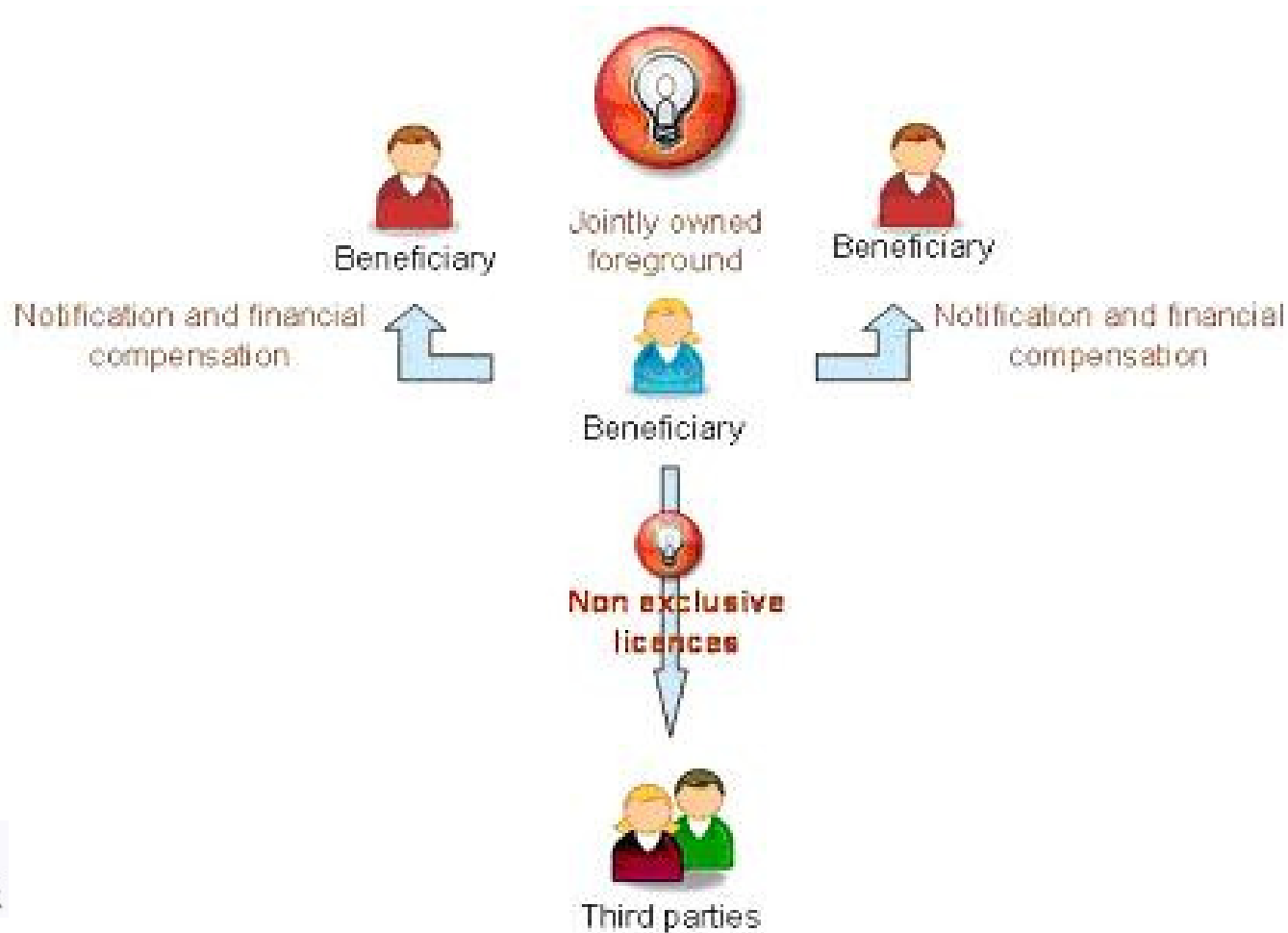
- Granting of access rights:
 - Exact rights to be transferred are defined
 - Purposes for which the access rights may be used
 - Confidentiality / Royalties
- Grant agreement establishes economic conditions for the granting of access rights
- Beneficiaries may further define it in their consortium agreement

Access rights	For project execution purposes	For use purposes
To background	Royalty-free unless otherwise agreed <u>before</u> signature of the grant agreement	Royalty-free or on fair and reasonable conditions
To foreground	Royalty-free	

Ownership of foreground

- Each beneficiary is owner of the foreground it generates.
 - Contractual relationships with its personnel and third parties must guarantee its ownership of foreground
 - Must enable it to comply with its obligations under the grant agreement and the consortium agreement.
- If foreground is generated by common efforts and it is not possible to distinguish individual contributions
 - The contributors will have joint ownership of the foreground
 - A joint ownership agreement will be signed to define the shares and the management of the joint ownership
- If there is no such agreement, the default joint ownership allows:
 - Each joint owner to grant non-exclusive licences to third parties
 - Provided that it notifies the other joint owners and grants them fair and reasonable compensation

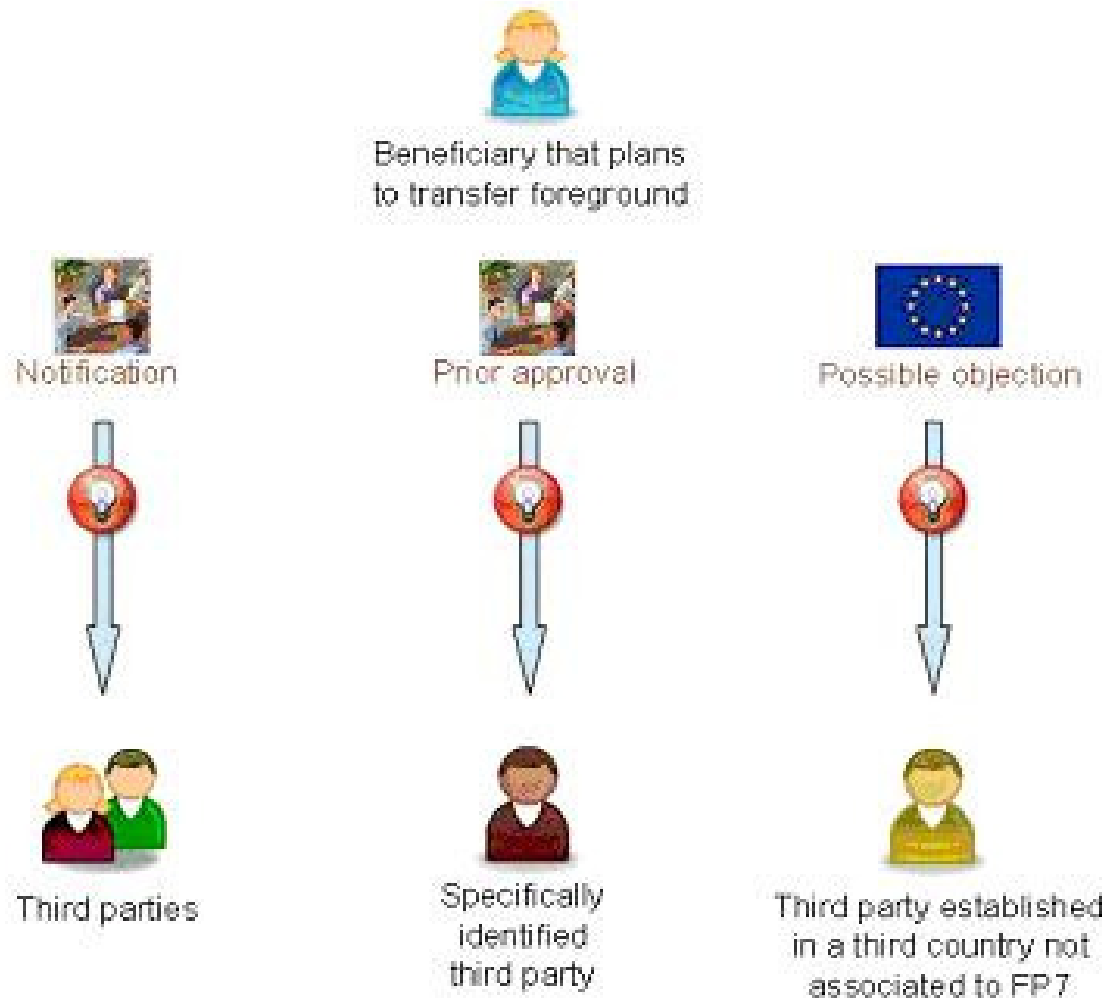
Ownership of foreground



Transfer of ownership

- If ownership is transferred the transfer must be under the same conditions as the original agreement
- The other beneficiaries must be informed of transfer plans and they can object if their access rights are not safeguarded
- The EC may oppose transfers to entities established in third countries if it considers that such transfers are contrary to the interests of the European economy, to ethical principles or security considerations

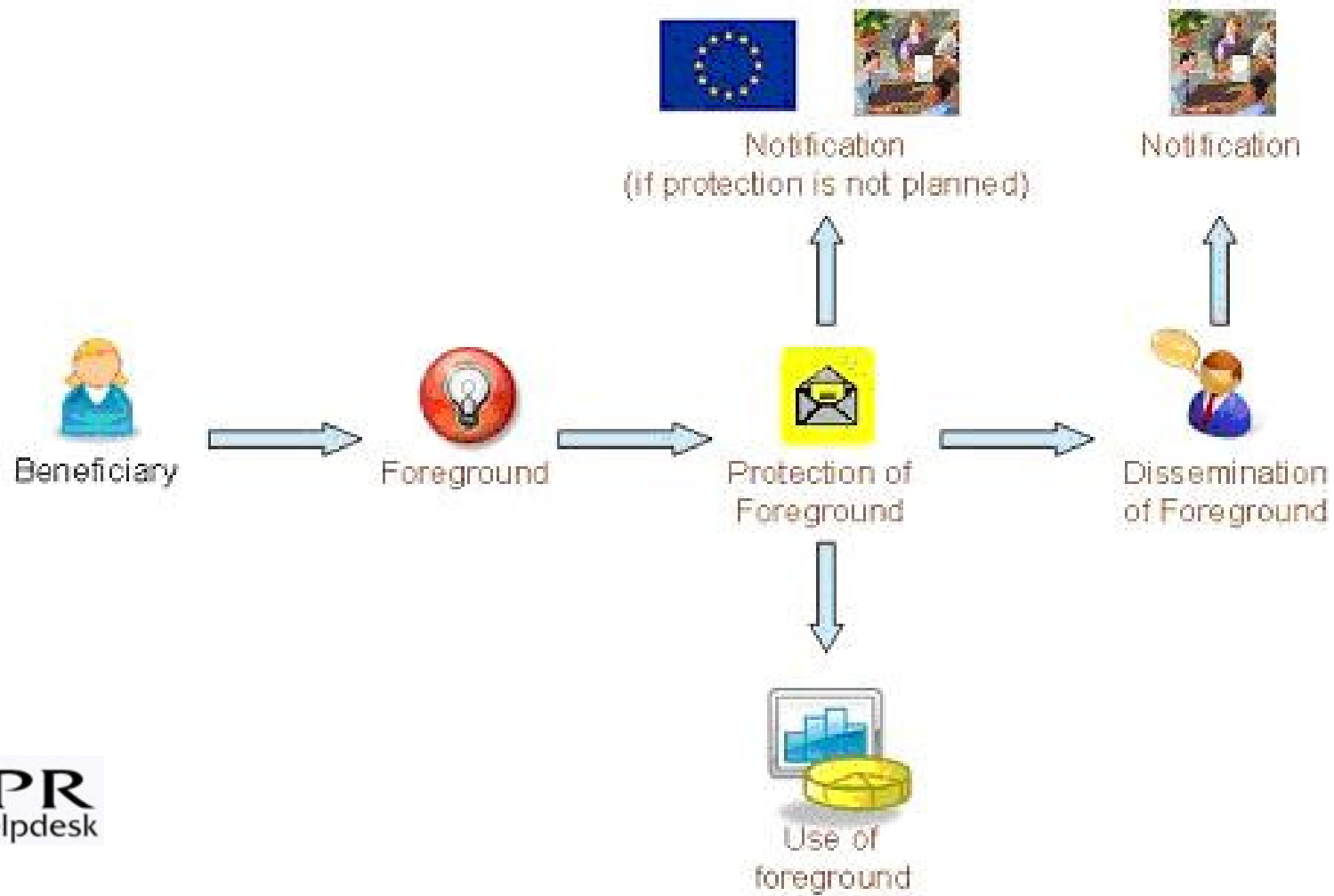
Transfer of ownership



Foreground

- Beneficiaries obligations regarding foreground are to
 - protect it if appropriate
 - use it in further research or commercial activities
 - disseminate it to the relevant public or the public in general
- Use of foreground:
 - Beneficiaries may use the foreground themselves or grant licences to third parties:
 - Access rights of the other beneficiaries must be maintained
 - An exclusive licence to background or foreground can only be given with written permission from the other beneficiaries
 - The EC may object to the granting of an exclusive licence to foreground in a third country for ethical principles or security considerations.

Foreground



Acknowledgement



- <http://www.ipr-helpdesk.org>
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- Documents and information provided by the IPR-Helpdesk are free of charge

THANK YOU!

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The logo for AeroAfrica-EU features the text "AEROAFRICA-EU" in a bold, blue, sans-serif font. Above the letter "O" in "AERO" is a small black star, and above the letter "A" in "AFRICA" is a small green star. A green swoosh underline is positioned beneath the text, starting under "AERO" and ending under "EU".

AEROAFRICA-EU