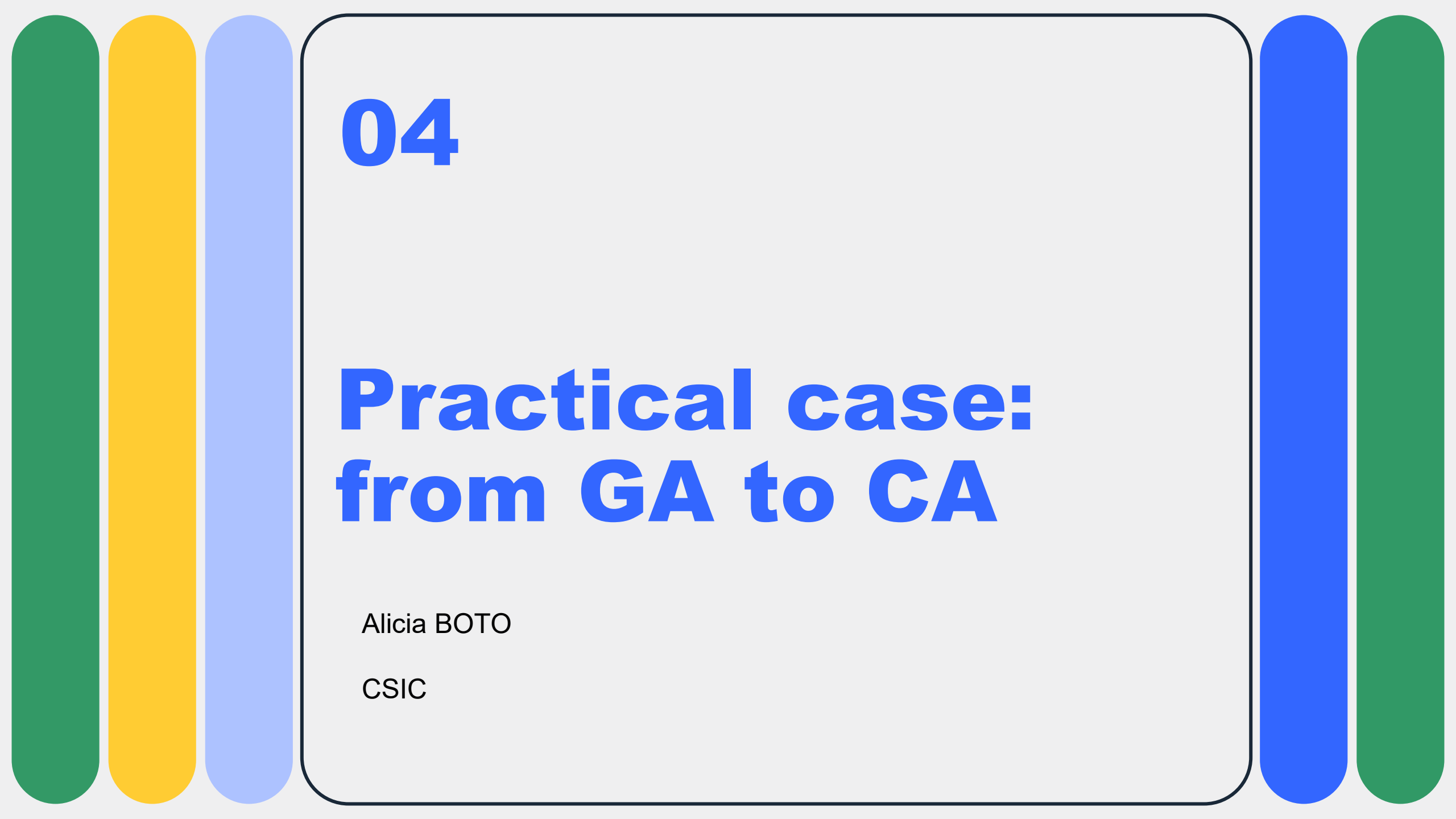


The slide features a central light gray rounded rectangle with a thin dark gray border. To the left of this rectangle are three vertical bars: a green one, a yellow one, and a light blue one. To the right are two vertical bars: a blue one and a green one. All bars have rounded ends.

04

Practical case: from GA to CA

Alicia BOTO

CSIC

Practical case: from GA to CA



Grant Agreement

SIGNED BETWEEN

Funding body (eg. European Commission) /

AND

Consortium members (universities, companies, etc)



Consortium Agreement

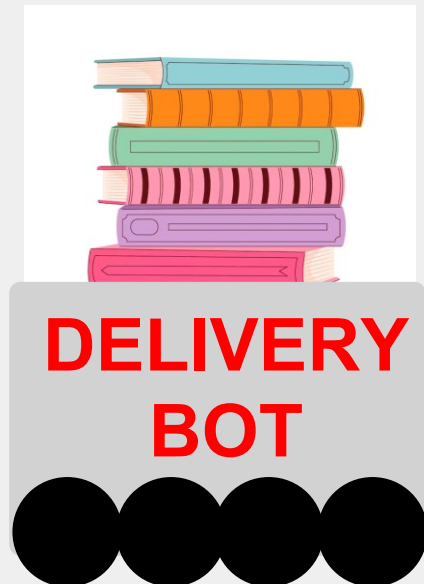
SIGNED BETWEEN

Consortium members

Describes how to implement GA obligations

Practical case: from GA to CA

The Consortium is
developing a delivery
robot



Example: Grant Agreement

Funding body (eg. European Commission) /
Consortium members A (university), B (SME) and C (larger industry)

States that: «The project must be disseminated widely and exploited for benefit of the society»



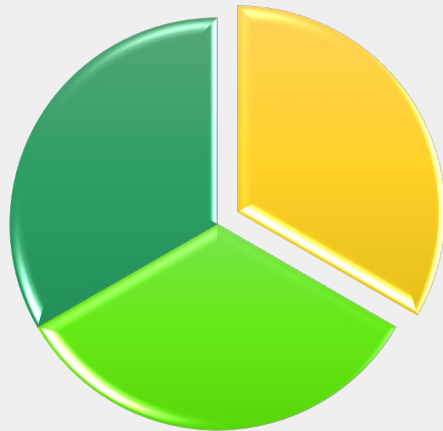
Consortium Agreement

Consortium members A, B and C.

How to implement GA obligations: Tasks/WP, who is responsible of each Task, when it is carried out, etc

The CA should include a detailed D&E plan to ensure that the robot reaches society, eg reaches the market (GA requirement)

Practical case: from GA to CA



Consortium Agreement

Aspect to consider:

1. Division of D & E Roles

1.a. Dissemination Roles: In our example,

A (university) designs scientific dissemination (publications, conferences, etc about prototype design)

B (SME) leads dissemination on field studies (trials on roads and streets)

C (company) leads investor outreach and public relations.

1.b. Exploitation Roles: In our example,

The partners decide to create a joint exploitation committee formed by **A**, **B** and **C**.

It will meet every 3 months to update commercialization plan for the robot, including joint ventures, etc

Practical case: from GA to CA



Consortium Agreement

To avoid future quarrels...

2. IP Clauses

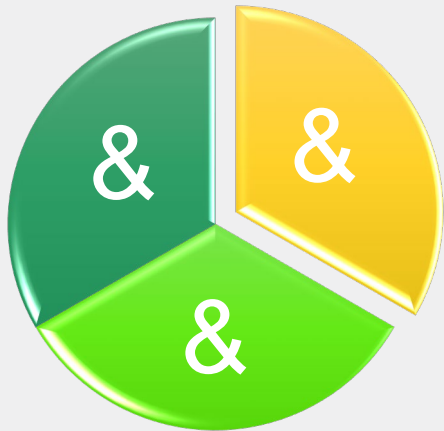
2.a. Pre-existing rights (Background IP): Define the IP which each partner brings to the project, and its role in the development of the commercial product and exploitation of results. In our example, **A** (University) has pre-existing rights, since it has designed the robot prototype.

2.b. Ownership of results:

Sole ownership: Most GA state that if the results are generated by a single partner, they belong only to that partner. The University designs the robot, the original design is only theirs

Joint ownership: B and C develop an improved sensor technology that they introduce in the bot, aided by A. Therefore, A, B and C decide that they jointly own it, and the CA specifies their individual ownership and revenue sharing.

Practical case: from GA to CA



Consortium Agreement

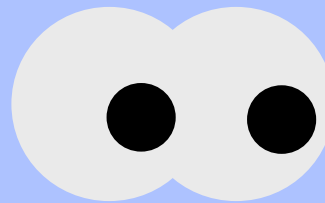
To avoid future quarrels...

2.c. Access Rights:

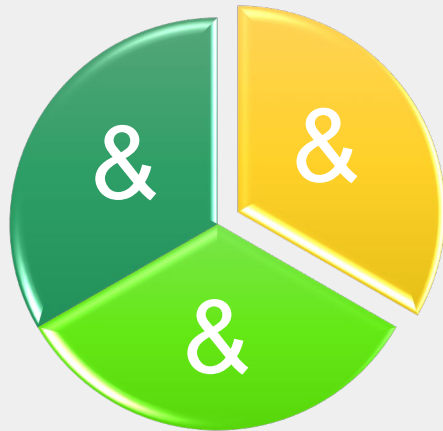
For Project Implementation: Partners usually get free access to other partner's results (both previous and current ones) during project development. Strict **confidentiality clauses** are demanded.

In our example, **B** and **C** have free access to **A** results during prototype optimization and field trials (roads, streets). In return, **A** gets free access to the trials carried out by **B** and **C**.

...



Practical case: from GA to CA



Consortium Agreement

To avoid future quarrels...

2.c. Access Rights:

For Project Implementation: Partners usually get **free access** to other partner's results (both previous and current ones) during project development. Strict **confidentiality clauses** are demanded.

In our example, **B** and **C** have free access to **A** results during prototype optimization and field trials (roads, streets). In return, **A** gets free access to the trials carried out by **B** and **C**.

BUT ACCESS MAY NOT BE FREE AFTER CAPITALIZATION

For Exploitation: **In our example,**

Partners **B** and **C** get access to partner **A**'s improved bot design for commercialisation, but **pay royalties to A**.

A does not commercialize the product, but gets revenues, and also royalty-free access to partners **B&C** field data, **only for academic research**

Practical case: from GA to CA



Consortium Agreement

To avoid future quarrels...

2.d. Exploitation Plans:

Individual Exploitation Plans: usually for results the partner owns 100%. But the CA may require that these Plans should be submitted, reviewed and even approved by the consortium. **In our example**, no partners prepare individual exploitation plans

Joint Exploitation Plans: For results owned jointly (or with important synergies). **In our example**, the Bot developed by A is equipped with the new sensors developed by **B** and **C**.

A (University) is not interested in direct commercialization, but receives royalties/revenues as described in the CA.

B and C commercialize and pay royalties to A.

B is an European SME with limited resources, while **C** is a large company. Therefore, in the CA they agree that **B** distributes the product in Europe, and **C** in rest of the world.

Practical case: from GA to CA



Consortium Agreement

To avoid future quarrels...

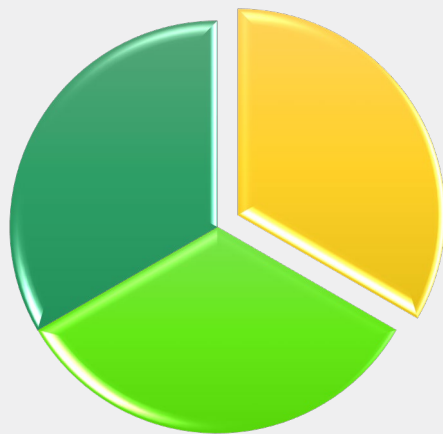
2.d. Exploitation Plans:

Post-project Exploitation: clauses regulate extended exploitation opportunities

2.e. Decision-Making Process: How decisions about patenting, licensing, creation of spin-offs will be made. Generally, they require unanimous consent or specific majorities (eg. more than 80% Share).



Practical case: from GA to CA



Consortium Agreement

To avoid future quarrels **with funding entity**

3. Monitoring and Reporting: CA establish mechanisms to monitor progress of exploitation activities and report to the funding authority, according to GA clauses.



Practical case: from GA to CA



Consortium Agreement

Some things that can go wrong.

What if...?

The CA allows free access with no confidentiality agreement

Partner A notices that its design is being developed without control by **C**'s loose associates in Nowherelandia

NO % ownership is defined in the CA

Partners' war as soon as the product can be commercialized. Who gets 60% revenues and who gets 10%???

No regulation of individual Exploitation Plans:

A changes its mind and decides to commercialize the original bot and designs an strategy which **B** and **C** consider risky for all future products...but they cannot stop **A**.

Practical case: from GA to CA



Consortium Agreement

Some things that can go wrong.

What if...?

Poor regulation of JointExploitation Plans:

C is stronger than **B**, commercializes also in Europe and finally overpowers **B** and gets rid of its former partner. Still, it pays revenues because the CA did not forget that...

Poor regulation of dissemination vs. IP protection duties in CA

A tells the results in a symposium before they are patented. It does not consult **B** and **C** because the CA does not require it. A few days later, the patent is filed and later rejected because of lack of novelty...its content was published in the conference abstracts before the filing date. All the competitors are free to use the results.

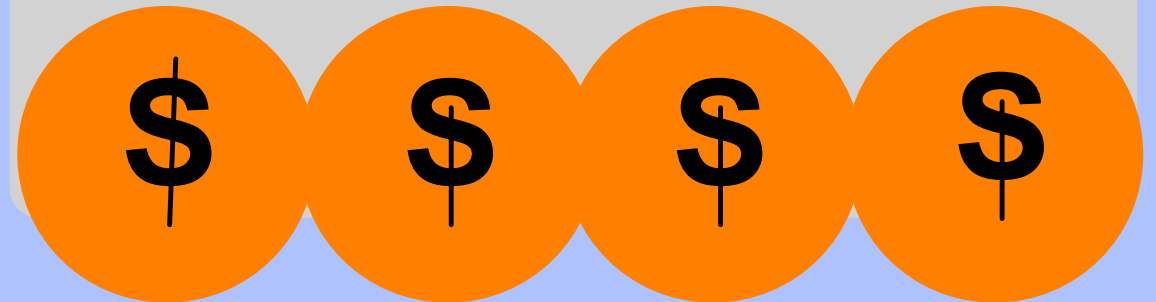
SOMEBODY....IS GOING....TO DIE!!!

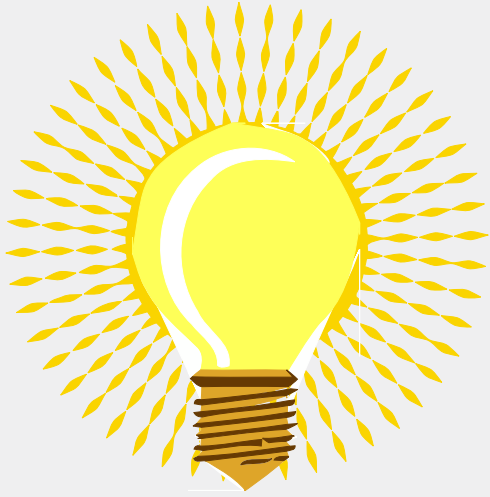
Practical case: from GA to CA



More to have into account in a
good Consortium Agreement

**DELIVERY
BOT**





Practical case: GA to CA for D&E in a complex consortium

Grant Agreement

Funding body (eg. European Commission) /

Consortium members A (university 1, 50% ownership), B (SME, 30% ownership) and C (large company, 20% ownership)

States that: «The project ensure fairness, create a clear path to exploitation, while providing major partners with suitable control»



Consortium Agreement

Must ensure these principles:

GA Compliance: CA must meet GA clauses, eg. Access rights

Efficiency / Control: Progress towards exploitation should not be unfairly blocked by a partner. CA describes a control mechanism.

Fairness:...but control should not be unfair to minority partners

Transparency: in decisions and costs, and towards funding body

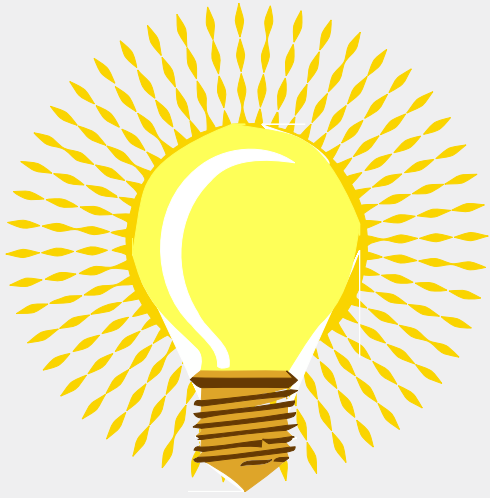
Practical case: GA to CA for D&E in a complex consortium

How to ensure Efficiency ? (control mechanisms)

To ensure that A (50%) and B (30%) have control and C (20%) cannot block decisions (GA), what could the CA say?

A or B: Can **C** block the exploitation of my product while they place an alternative product in the market?





Practical case: GA to CA for D&E in a complex consortium

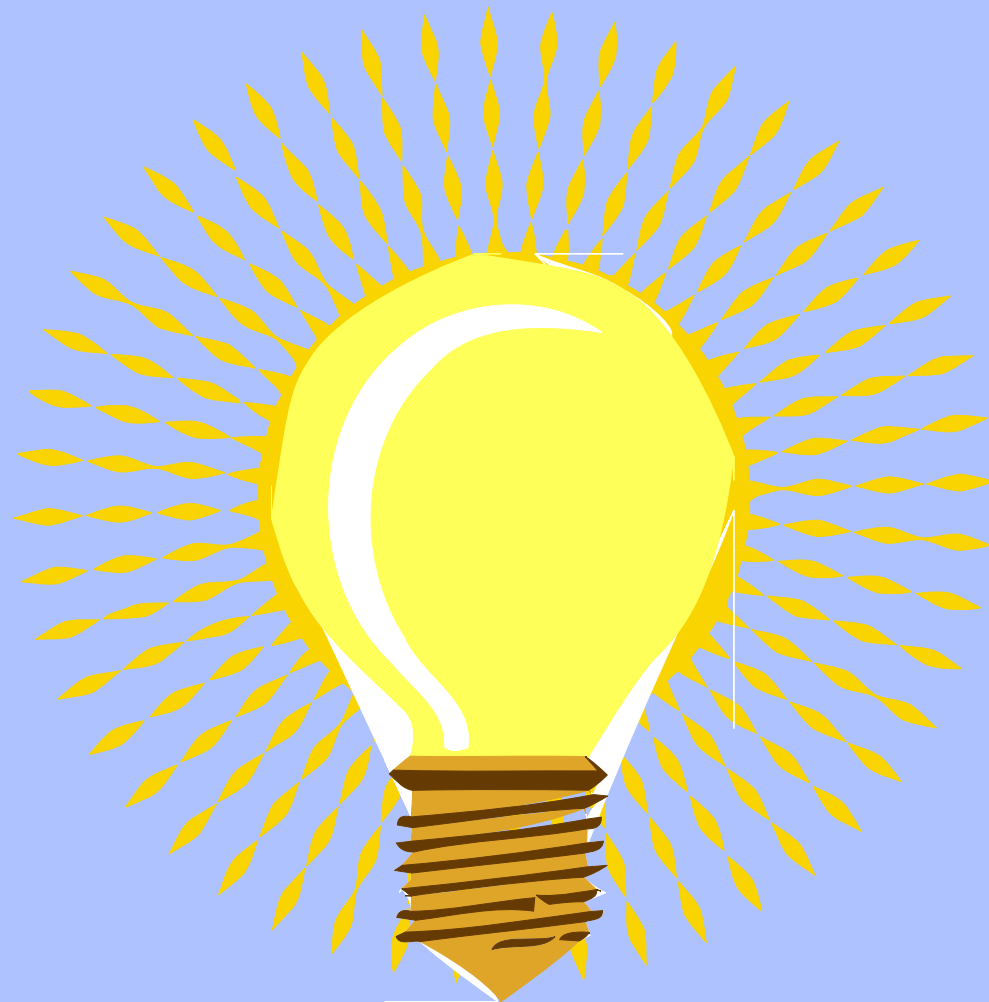
How to ensure Efficiency ? (control mechanisms)

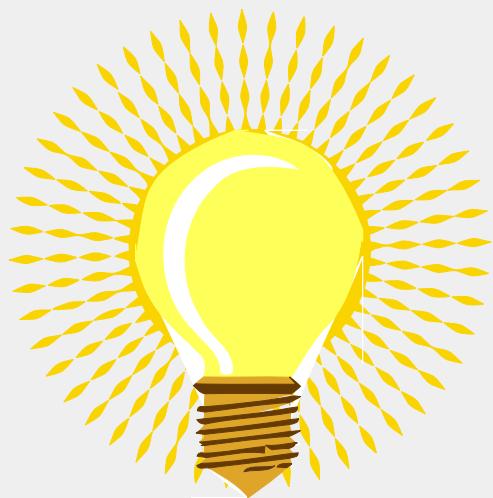
To ensure that the initial developer A (50%) retains control and B (30%) or C (20%) cannot block decisions by themselves (GA), the CA may establish:

1. **Qualified majority for Key Decisions:** For patent filing, prosecution and third-party licensing, require approval from owners representing at least 70% of ownership shares.
2. **Proportional Cost and Revenue Sharing with «Opt-Out and Forfeiture».** Costs are divided according to ownership 50:30:20, and the same for revenues. If **B** opts to withdraw from paying a patent, due to financial difficulties, its 30% ownership in that patent is redistributed among **A** and **C**, who pay the full cost and receive all revenues. The same for the other partners. In this way, the process is not held up because a partner blocks it.

Practical case: GA to CA for D&E in a complex consortium

How to ensure Transparency ? (meeting GA's FAIR principles)





Practical case: GA to CA for D&E in a complex consortium

How to ensure Transparency ? (meeting GA's FAIR principles)

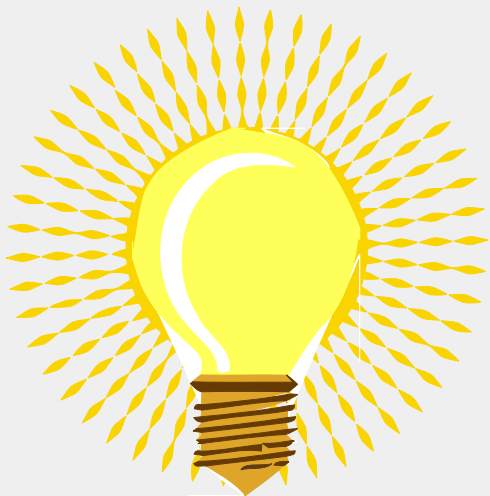
Data and metadata produced by the Consortium should be:

Findable: The CA requires that all data and metadata count with persistent data identifiers (eg. doi/ISBN for reports or scientific publications, bar codes for samples and confidential reports, etc) allowing them to be found by both people and automated systems (even if they are only for internal use).

Accessible: Data should be available for access, with clear permission and instructions, **under specific conditions** (if they are still confidential, the access may be restricted for some sectors). For instance, the consortium may decide to deposit data on an open repository such as Zenodo.

Interoperable

Reusable



Practical case: GA to CA for D&E in a complex consortium

How to ensure Transparency ? (meeting GA's FAIR principles)

Data and metadata produced by the Consortium should be:

Findable, Accessible, AND

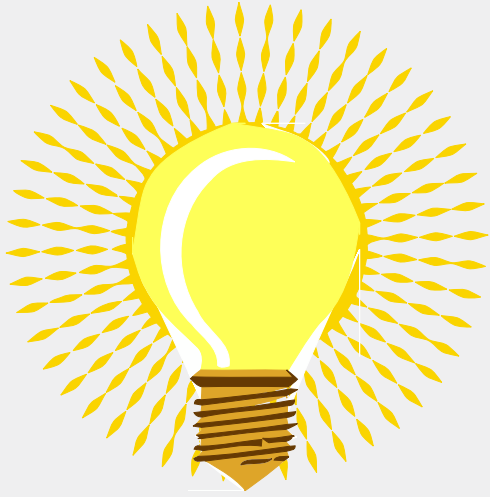
Interoperable: Data should be understood by different systems and applications, using standardized formats (eg. images and text should be opened by common applications)

Reusable: Data are enough clear and complete to be reused by people different to their creators. It should include usage license (may be restrictions) and data about its origin (creator, how and when it was generated).

If
Not..



**GIMME MY
MONEY BACK !!!**



Models for Grant and Consortium Agreements

Model for Grant Agreements

Can be found in:

https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/agr-contr/unit-mga_he_v1.1_en.pdf

Model for Consortium Agreements

Can be found in:

<https://www.desca-agreement.eu/desca-model-consortium-agreement/desca-models/>

https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/agr-contr/unit-mga_he_v1.1_en.pdf

Project: [insert number] — [insert acronym] — [insert call identifier]

EU Grants: HE Unit MGA — Multi & Mono: V1.1 — 15.12.2021



EUROPEAN COMMISSION

[NAME DG]

(Name Directorate)

(Name Unit)

MODEL GRANT AGREEMENT FOR THE HORIZON EUROPE PROGRAMME (HORIZON)¹ UNIT GRANTS (HORIZON UNIT MGA — MULTI & MONO)

- > Options [in green square brackets] will be automatically activated during grant agreement preparation in the IT tools. Options not chosen will automatically either not appear or appear as 'not applicable'. Options chosen will appear without brackets and without the green instruction.
- > For fields in [grey in square brackets], the system will insert the appropriate data.
- > Text in grey indicates that text which is used in other EU programmes is not applicable for this programme.
- > Text in purple is special text for the Unit MGA.
- > Footnotes in green are internal instructions and will not appear in the text generated by the system for signature.

GRANT AGREEMENT

Project [insert number] — [insert acronym]

PREAMBLE

This Agreement ('the Agreement') is between the following parties:

on the one part,

[OPTION 1: the European Union ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),]

[OPTION 2: the European Atomic Energy Community ('Euratom'), represented by the European Commission ('European Commission' or 'granting authority').]

¹ Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination (OJ L 170, 12.5.2021, p. 1).
Council Decision (EU) 2021/764 of 10 May 2021 establishing the Specific Programme implementing Horizon Europe – the Framework Programme for Research and Innovation (OJ L 167, 12.5.2021, p. 1).

TERMS AND CONDITIONS

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The working group provides this model Consortium Agreement as draft without assuming any warranty or responsibility. The use of the text in total or in part takes place on the users own risk and does not release users from legal examination to cover their interests and protect their rights.



for
Horizon Europe

Version 2.0, February 2024

[ACRONYM OF PROJECT] Consortium Agreement, version [X], [DATE]

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Good Practices & Common Pitfalls

GOOD PRACTICES

- Plan D&E early, update regularly
- Define roles and access rights of partners and stakeholders
- Define dissemination and exploitation roles.
- Balance openness with IP protection — as open as possible, as closed as necessary.
- Ensure visibility of EU funding in all outputs.



COMMON PITFALLS

Treating D&E as afterthought

- Poor definition of roles, access rights, IP rights, partner duties
- Weak or unrealistic exploitation pathways
- Bad balance between openness and IP protection
- Poor Communication & Dissemination strategy

Thank you for your attention!

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