

# Consortium Agreements

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# Scope of Negotiations



- Grant Agreement
  - Technical content of project/individual workpackages (most important aspect: proposal part B becomes Annex I to the Grant Agreement)
  - Project start date (date to be fixed by consortium or depending on date of Grant Agreement signature) and duration
  - Budget (no room to negotiate)
  - Reporting periods
- Conclusion of Consortium Agreement

## Motivation for consortium agreement

- a legally binding document between the project partners.
- can reduce operational/legal difficulties.
- Constructing a CA makes parties think about implications and consequences
  - Expectations: input and output
  - Responsibilities: operational, technical and financial
  - IP issues

## Why have a consortium agreement?

- Decision making process
- Financial Management issues
  - payments
  - Transfers
- IPRs

## CA in relation of the Rules for Participation and the Grant Agreement

The CA can contain contractual provisions complementing the grant agreement where required

- but they should not contradict or negate those obligations.

Unless the call for proposals stipulates that a CA is not required, the CA should in principle be

- negotiated and signed before starting the project.
- The Grant Agreement foresees that the participants are deemed to have concluded a consortium agreement.

# Consortium Agreement

- Is obligatory in FP7
- Must be signed by ALL partners
- Commission is not involved at this stage
- May have different dates than Grant agreement
- Must treat all partner equally
- No partner can expect 'special treatment'

In addition to logging out, you must close all your browser windows to avoid any unauthorised access


### NEED HELP?

- [Frequently Asked Questions](#)  
(NEW) [Experts area](#) (Quick info)
- [User manual](#)  
(NEW) [Electronic proposal submission user manual](#)
- [Presentations](#)  
(NEW) [Submission of proposals](#)
- [Contact the Helpdesk](#)

### WHAT'S NEW

- Participant Portal V3.5 (12/2012)
- Support for electronic-only submission of Financial Statements (when applicable)
  - Role management:
    - new role of FSIGN (Financial Statement Authorized Signatories)
    - consolidation of role management screens
  - Call for proposals
    - Publication of CIP calls (new calls only)

- FP7 framework programmes (EC-Euratom)
  - Specific programmes
  - Rules for participation
- Legal documents for implementation 
  - Rules for submission, evaluation, selection, award
  - Model grant agreement
  - Rules on legal and financial verification for FP7
  - Other documents

- All work programmes 
  - 2013
  - 2012
  - 2011
  - 2010
  - 2009
  - 2008
  - 2007

- Guidance documents for FP7 

- Financial issues
- Negotiations and amendments
- Project reporting
- Communication
- Project technical review
- Audits
- Intellectual property rules
- Consortium agreement

 [Checklist for the Consortium Agreement](#) >>

➤ Other issues

- Horizontal issues
  - Third country participation
  - Ethics
  - Open access pilot specific guides

- REA specific guidelines
- Fuel Cells and Hydrogen Joint Undertaking

[https://ec.europa.eu/research/participants/portal/page/fp7\\_documentation](https://ec.europa.eu/research/participants/portal/page/fp7_documentation)

- Pilot integration with a new evaluation and reporting tool
- National Contact Points
- Other enhancements: simplified search for legal



EUROPEAN  
COMMISSION

Community Research



SEVENTH FRAMEWORK  
PROGRAMME

IN IN EUROPA



STEINBEIS-  
EUROPA-  
ZENTRUM



## Checklist for a Consortium Agreement for FP7 projects

Version 2

<ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-consortium-agreement-checklist-2011v2>

### Disclaimer

This checklist is aimed at assisting participants in an FP7 project to identify issues that may arise during the project and which may be facilitated or governed by means of a Consortium Agreement. It is provided for information purposes only and its contents are not intended to replace consultation of any applicable legal sources or the necessary advice of a legal expert, where appropriate. Re-use of information contained in this guide for commercial or non-commercial purposes is authorised and free of charge, provided the source is acknowledged. Neither the Commission nor any person acting on its behalf can be held responsible in connection with the use or re-use made of this checklist.



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# <http://www.desca-fp7.eu/latest-version-of-desca/desca>

## DESCA



START > LATEST VERSION OF DESCA > DESCA 3.0

About Desca

Latest Version Of DESCA

DESCA 3.0

Consultation On Revision Of  
DESCA 2.0

Archives And Useful  
Documents

Feedback And Further  
Assistance

### DESCA 3.0

[Download DESCA model CA version 3.0](#) (with elucidation notes)

[Download DESCA model CA version 3.0](#) (working document without elucidation notes)

[Download Modifications / Amendments compared with DESCA 2.0](#)

**Please note:** The DESCA model consortium agreement is specifically designed for FP7 collaborative projects under the Cooperation programme.

[How to Use the DESCA Model and the different Options and Modules](#)  
[Background Information](#)

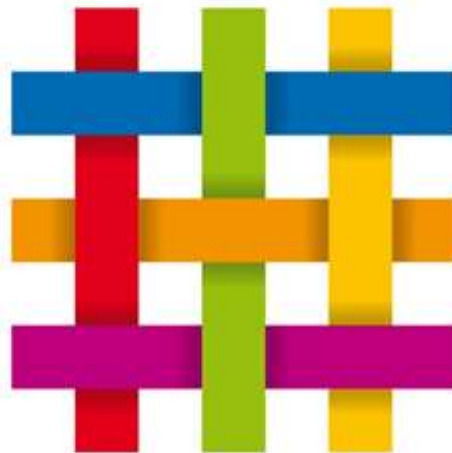
#### How to Use the DESCA Model and the different Options and Modules

DESCA aims to provide, as far as possible, a single text which balances the interests of all types of project participants. However, DESCA recognises that different projects will have different objectives and that the interests of the partners may also differ. To accommodate such differences, the DESCA model CA offers:

- alternative modules for **large projects** and **small projects**
- an optional module for projects with a **strong software focus**
- options in the **IPR section** and **finance section**.

We recommend that you proceed as follows:

- Download and read carefully the [DESCA model CA](#) (with elucidation notes)
- Decide whether you have a **Large Project** or a **Small Project**



# DESCA

The Simplified FP7 Model  
Consortium Agreement  
[www.DESCA-FP7.eu](http://www.DESCA-FP7.eu)

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[\[Attachment 1: Background included\]](#)

[\[Attachment 2: Background excluded\]](#)

[\[Attachment 3: Accession document\]](#)

[\[Attachment 4: Listed Affiliated Entities\]](#)

[\[Module GOV SP\]](#)

[Governance structure for Small Collaborative Projects](#)

[\[MODULE IPR SC\]](#)



## Are there projects without a CA ?

- Problem for coordinator and partners

## IPR clauses

- ‘Background’ IPRs
  - Specification & descriptions of background IP and arrangements for its use during the project
- Foreground IPR
  - Allocation and exercise of ownership in foreground IP, including joint ownership; agreement on its use during and afterwards.
  - For joint ownership, designation of a lead institution to deal with it on behalf of the other parties.
  - Exploitation of IP produced by the consortium for the benefit of all parties.

## Some important advice

- Start early in the project development process to think about IPR issues
- DON'T simply copy someone else's CA
  - Your CA should address your project's issues
- DON'T make assumptions about other project partners' capabilities, attitudes, and understandings – ask them!
  
- Make it as simple as possible
- Be aware: the EC grant agreement has first legal priority

## Case: Mutagenic Textiles

- 2 RTD organisations (companies)
  - Testing of waste water
  - Replacement strategies for mutagenic dyes
  
- 7 SME all over Europe, textile dyers
  
- Testing waste water for mutagenic reactions, Identification of the responsible dyes, strategies for replacing them
  
- CA:

## Case: new manufacturing process

- SME (after 2 years in project): I dont receive the process that I was promised