

1. At the latest, when should we sign the consortium agreement in a FP7 project?

- ☐ Before submitting the proposal
☒ Before signing the grant agreement

"The beneficiaries are deemed to have concluded a consortium agreement (the "consortium agreement") regarding the internal organisation of the consortium"

Reference: Model grant agreement - Article 1

NB: in very rare cases, the consortium agreement is not mandatory although it is strongly recommended.

2. Is it mandatory to sign confidentiality agreements with your project partners and with your employees?

- ☐ Yes
☒ No

"It is recommended that confidentiality obligations (additional to Article 3 RfP - Article II.9 of GA) be detailed in the consortium agreement or a specific confidentiality agreement (which might even be concluded prior to submitting a project proposal). Any data which is to remain secret should be clearly labeled as confidential and appropriate measures should be then taken by the other participants and the Commission to maintain to confidentiality, even after the end of the project. "

Reference: Guide to Intellectual Property Rules for FP7 projects

3. Can we use, at the same time, a positive and negative list to define background in our consortium agreement?

- ☒ Yes
☐ No

"Participants can freely define in any manner (for example in a positive or negative way) what is needed for the project (i.e. background available for access by each other)... Variants of these approaches are possible. For instance, access rights to background may be defined as being much broader within a "work package" of a project, whereas they would be more restricted between different work packages."

Reference: Guide to Intellectual Property Rules for FP7 projects

4. In the consortium agreement you can set out whether access rights confer the entitlement to grant sub-licences

- ☒ True
☐ False

"In principle, the granting of access rights does not include the right to sublicense (not even to parent/affiliate companies of consortium members), unless the owner of the foreground or background at stake consented hereto."

Reference: Guide to Intellectual Property Rules for FP7 projects

- 5. Within FP7, when you have generated a result jointly with other partners in a way that the respective shares cannot be ascertained, you must establish a joint ownership agreement within a short time-limit.**

- ☐ True
☒ False

"Joint owners must agree among themselves on the allocation and the terms of exercising the ownership of the foreground. In the absence of such an agreement (or pending its conclusion), a default joint ownership regime applies"

Reference: Guide to Intellectual Property Rules for FP7 projects

- 6. During the negotiations might not be possible to determine the terms of fair and reasonable conditions. Can we opt for an open system of royalties?**

- ☒ Yes
☐ No

"In case financial terms are involved, it may not be always possible to determine, at the moment of agreeing to these terms, what fair and reasonable financial conditions are, as the potential value of the foreground or background, and the use thereof, may not be clear. Participants could in such cases opt for an open system which allows them to take into account unexpected developments, for example by adjusting royalty percentages in case certain milestones are reached. After all, it is normally unrealistic to expect a high immediate return if the technology in question remains unproven."

Reference: Guide to Intellectual Property Rules for FP7 projects

- 7. According to the grant agreement and consortium agreement I have signed in my project, foreground belongs to the participant generating it. Does this obligation apply to my employees or could they be entitled to claim rights?**

- ☐ This obligation also applies to employees and therefore you do not have to be concerned
☒ Employees and other personnel may be entitled to claim rights to foreground and therefore it is important to consider the need to reach an agreement with them

"In addition, participants must ensure that, where necessary, they reach an agreement with their employees and other personnel if the latter are entitled to claim rights to foreground (including third parties such as subcontractors, students, etc.), in order for the participant to be able to meet its contractual obligations. Such agreements may for instance involve a formal transfer of ownership, or at least the granting of appropriate access rights (with a right to sublicense).

For academic institutions, this is especially relevant regarding (a) "non-employees" such as students (both undergraduate and postgraduate, e.g. PhD students), and (b) researchers in those countries having a specific

type of "professor's privilege" regime (according to which the researchers concerned may have some personal rights to the results of university research)."

Reference: Guide to Intellectual Property Rules for FP7 projects

8. Match up

Foreground

ADR

Background

NDA

Arbitration

Disclosure

Confidentiality

Fair & reasonable conditions

Dissemination

Results

Access rights

Positive list