



Proposal Application Form

CORNET 34th Call for Proposals

*Combining national and regional programmes for international
Collective Research for the benefit of SMEs.*

Closing date: 28th of September 2022, 12 pm (CEST) / noon

To submit a proposal register to the CORNET submission tool on

www.cornet.online

Project Acronym

Full Title

Coordinating Association

Country/Region

1. General information

This proposal is ...

... a new application. ☐

... a resubmission. ☐ [acronym and call number of the previous application]

... a follow-on project. ☐ [acronym, call number and (estimated) end date of previous project]

Specify the technological and application area your project addresses:

Technological Area: Choose one Technological Area

Market Area: Choose one Market Area

Project Participants:

Please enter the coordinating association (consortium leader) first:

Participant (Short Name)	Function*	Country/Region	Project Costs in €	Requested Funding in €	Own Financial Contribution in €
Total:					

*C = Coordinating Association / A = Association / R = Research Performing Organisation

Start Date:

DD/MM/YYYY

End Date:

DD/MM/YYYY

Project Duration:

Months (max. 24)

2. Abstract

Note: The information entered in this section is considered as public.

Please limit the length to one page and a minimum type size of 10 (max. 4000 characters incl. spaces).

Describe the goal and background of your project including the problem that will be addressed, the innovation target, the deployed and the expected outcomes. Describe also the economic impact and the potential to exploit the R&D results. Explain the pre-competitive character of the project. Give a general description of the project consortium.

3. Project Consortium – Coordinating Association –

Short name

Full name

Street

Postal code

City

Province / region

Country

Web address

Contact Person

Head of Association

Last name

First name

Direct telephone

Fax

E-mail address

Project Manager

Last name

First name

Direct telephone

Fax

E-mail

Organisation type

Legal form

Number of employees

Number of members

Thereof SME members

Project Consortium – Participating Association –

Please note that this page has to be filled in for each project partner separately.

Short name

Full name

Street

Postal code

City

Province / region

Country

Web address

Contact Person

Head of Association

Last name

First name

Direct telephone

Fax

E-mail address

Project Manager

Last name

First name

Direct telephone

Fax

E-mail

Organisation type

Legal form

Number of employees

Number of members

Thereof SME members

Project Consortium – Participating Research Performer –

Please note that this page has to be filled in for each project partner separately.

Short name

Full name

Street

Postal code

City

Province / region

Country

Web address

Contact Person

Head of Organisation

Last name

First name

Direct telephone

Fax

E-mail address

Project Manager

Last name

First name

Direct telephone

Fax

E-mail

Organisation type

University ☐

University of Applied Sciences ☐

Non-profit Research Institute ☐

Other (please specify) ☐

- I. Economic Relevance for SMEs
 - a. Targeted Market Sector
 - b. Economic Impact
 - c. The Need
- II. Research Approach
 - a. State of the Art and Technological Alternatives
 - b. Innovation Target
 - c. Research Method
 - d. Expected Project Results
- III. Project Execution
 - a. Technical and Scientific Methodology
 - b. Detailed work plan and time schedule
 - Tasks
 - Deliverables
 - Milestones
 - Contribution of each participant
- IV. Cooperation Framework
 - a. Overview of Project Consortium
 - b. Detailed Description Project Participants
 - Associations
 - Research Performers
 - c. Project Management
 - d. Intellectual Property Rights (IPR)
- V. Applicability of the Results
 - a. Dissemination Strategy
 - b. Sustainability of the Project Results

BEGINNING OF LIMIT 30 PAGES, minimum font size 12pt, 1.5 line spacing!

4. Description of the Project

I. Economic Relevance for SMEs

a. Targeted Market Sector

Describe the market sector or industrial branch your project is aimed at. Indicate market sectors both at national and international level.

Describe the estimated size of the targeted market sector (number of SMEs in the sector, turnover, employees etc.).

Describe the expected coverage of your project within this sector.

Position your collective research project in the value chain in the sector and explain the pre-competitive character.

Describe the relevance of the project to the sector and the added value to the SMEs.

b. Economic Impact

Describe economic advantages of the project and cost effectiveness.

Describe the job creation and safeguarding potential.

Mention notable social aspects of the project: Impact on level of qualification, working conditions, quality of life, resource efficiency, relevant legislation and regulations etc.

c. The Need

Describe the problem or the need that will be addressed with this project, as identified by the SMEs in the sector.

Make a clear distinction between general background information (that the reader needs to know to understand and position the problem), and the specific description of the need.

II. Research Approach

a. State of the Art and Technological Alternatives

Describe the state of the art worldwide. Mention relevant publications, patents, etc.

Focus also on the state of the art in the participating countries/regions.

Mention existing solutions and their shortcomings. State if there are any technological alternatives and mention the advantages or disadvantages compared to the technological developments envisaged in your project.

If this proposal is a follow-on project: Report on the status of work and the results obtained in the forerunner project. Describe how the projects are connected and built upon one another.

This will be the “0-measurement” against which the technological advancement produced by the project will be measured at the end.

b. Innovation Target

Describe what the overall innovation target of the project is, and how this project is expected to solve the problem and satisfy the addressed need of the SME community.

c. Research Method

Describe the research methods used in your project as well as the alternatives to these methods. Explain the advantages and disadvantages of the chosen methods.

d. Expected Project Results

Describe the concrete results expected at the end of your project (new methodology, equipment, processes, standards etc.).

Describe the general outline of the expected economic results of the project. Describe the different levels of the project’s economic results for the SMEs, together with the estimated cost of introduction, the investments required and the estimated total benefit for the SMEs per year.

III. Project Execution

a. Technical and Scientific Methodology

Describe your solution(s), i. e. how the project will work its way towards the target.

Describe the means, technologies and methodologies which will be deployed to reach the targets.

Introduce the different work packages, justify the partitioning of the work into these work packages, and describe the logical, chronological and practical relationships between the work packages.

Describe potential risks linked to the proposed methodology.

b. Detailed work plan and time schedule

Each work package contains tasks, deliverables, time planning with milestones, and the contribution of each participant. Give a detailed description for each work package (WP 1- WP *n*):

Tasks:

- Describe the work to be done in the respective task;
- Identify the required input;
- Describe the specific objectives;
- Explain the methodology followed and the technical approach to work;
- Indicate what technological challenges you expect;
- Describe the time necessary, and time schedule.

Deliverables:

- Describe the expected outcome and state clearly what type of deliverable it is (document, blueprint, software, system, hardware etc.);
- Identify risks associated with each deliverable, with respect to technical feasibility and timing;
- Indicate when the deliverables need to be available.

Milestones:

- Describe the planned milestones and their place in the critical path of the overall project;
- Describe the decisions that need to be taken at each milestone, give an explanation of the criteria for the go and no-go decisions.

Contribution of each participant:

- Describe briefly the role and the responsibilities of the participants in each of these work packages;
- Give a detailed overview of the planned effort for each partner, preferably on task level; take into account a fair balancing of the workload.

In addition to your description, enclose a work plan and time schedule, containing the activities, time period, workload per work package in person months and the skills of the personnel needed (the template 'work plan' [Excel worksheet] is available on www.cornet.online).

IV. Cooperation Framework

a. Overview of Project Consortium

Explain and justify the choice of project participants (associations and research performers). Describe briefly their relevant qualifications. Describe briefly the type of knowledge and expertise that each partner brings into the project. Explain briefly the track-record of the project partners.

Describe the main purpose and goals of the cooperation. Describe in which way the partners will cooperate. Explain why the collaboration between the involved research performers is necessary to reach the set goals. Describe for each partner its role and added value within the consortium (synergy and complementation).

Demonstrate why it would be hard or impossible to reach the goals if only partners of one single country or region would tackle the problem. Describe how the specific competencies of the involved participants from various countries/regions are combined to build up a level of knowledge and know-how, which could not be obtained by one single participant or by a set of individual participants working in parallel.

Describe the interaction with the SME User Committee members.

b. Detailed Description Project Participants

Give a more detailed description for each project participant separately (associations and research performers).

Associations:

- Describe the organisation's expertise and core business with respect to the SMEs and enterprises the association is representing;
- Describe the type of knowledge the organisation brings into the project;
- Position the project within the activities of the organisation; give an overview of the previous research projects, which are in the technology or application domain of this project;
- For previous projects, give an overview of the technological and scientific results and the valorisation results (use of the results by SMEs);

- Describe the managerial expertise of your organisation with regard to R&D projects. *(Only Coordinating Association: Include also information on the managerial expertise of the designated project coordinator.)*

Research Performers:

- Describe the organisation's expertise and main research activities;
- Describe the specific technical expertise and the type of knowledge the organisation contributes to the project;
- Mention relevant publications in the requested area of research (patents, books, publications etc.);
- Describe previous projects (topics) in general – very briefly;
- Position the project within the research activities of the organisation, and give an overview of the previous research projects which are relevant for this project;
- For previous projects, give an overview of the technological and scientific results and the valorisation results (use of the results by SMEs).

c. Project Management

Describe your project management structure. Define the management instruments, assign roles and responsibilities.

Provide meeting schedules, including the SME User Committee meetings.

It is advised to assign also the role of project risk manager to one of the management board members, to specifically follow up and report on the risk issues identified in the work packages.

d. Intellectual Property Rights (IPR)

Describe how the IPR are dealt with within the consortium, taking into account national rules.

Explain how the rights for this knowledge will be distributed.

With respect to knowledge protection, outline how the pre competitive character of the project is ensured.

V. Applicability of the Results

a. Dissemination Strategy

Explain what you expect as a result of the project in terms of new technology, products, services, processes and intellectual property rights.

With respect to the pre-competitive character of the project, describe the approach to the distribution of the project results to the final beneficiaries (SMEs) of the project, both on national and international level (workshops, courses, consultations, website, papers, published work, reports, research sample, exhibition to fairs, symposia etc.).

Make a distinction between dissemination measures during and after the project.

Indicate the measures for a timely implementation of results after the project.

In addition to your description, enclose a table with the dissemination plan, giving an overview of planned activity, objective and date / time period (the template 'dissemination plan' is available on www.cornet-era.net).

b. Sustainability of the Project Results

Describe which problems will remain to be solved after the end of the project.

Point out who will be in charge of the project follow-up work. Explain how cooperation will continue after the project. Is further cooperation (follow-on projects etc.) intended/planned/possible?

END OF LIMIT 30 PAGES

5. Overview of Costs

Give a detailed cost breakdown for each project participant separately (associations and research performers).

Work package	Personnel	Overheads	Travel & subsistence	Material, consumables, equipment depreciation	Subcontracting costs	Other costs	Total volume of costs	Requested funding
WP 1								
WP 2								
WP ...								
Total costs								
Requested funding								

Explain the organisation's detailed contribution costs briefly. Take care that the project budget, and the requested funding, are in balance with the work programme and the expected results (value for money). A brief explanation should be provided for the most important elements of the budget (labour and subcontracting) as addendum. Explain explicitly how the co financing aside the requested funding will be organised (who supplies the funds and how does the scheme work).

[illegible]

[illegible]

Work plan and time schedule

work package	activity/task	time period (project months)																								total
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
WP 1	...																									
	...																									
	...																									
WP 2	...																									
	...																									
WP 3	...																									
	...																									
...	...																									
	deliverable																									
	milestone																									
	report																									
	...																									

personell	education/skills	person months																								total	expenditures in €
participant 1	...	0.10	0.25	0.50																							
	...			0.10	0.10			0.10																			
	...								0.60	1.00	1.00																
participant 2	...		0.30			0.25	0.25																				
	...							0.75																			
...	...																										
	...																										

Overview members of the user committee

Note: Each participating country or region must have at least 5 SMEs in the SME UC. The required number might differ depending on national rules. Other participants are allowed to join the SME UC as well.

For each mentioned participant a LOI is required!

[acronym of project proposal]		
COMPANY (incl. legal form and address)	CONTACT PERSON (delegate who will attend the meetings)	SME (X)
Country/Region 1		
Country/Region 2		
Country/Region 3		

[company letter heading]

The undersigned declares to be aware of the content of the project proposal entitled

[title of project proposal]

which will be submitted in the framework of the Joint CORNET Call to the following funding agencies:

- "[name of funding organisation of coordinating association]"
- "[name of funding organisation of partner 2]"
- "[name of funding organisation of partner 3]"
- [...]

The proposed project is of interest to the business of [name of company] for the following reasons:

- [two or three specific reasons why the project results will be relevant for the business]
- [...]

After approval of the project application, the above mentioned company is willing to be member of the user committee, to participate in the project and to make clear arrangements in the bylaws of the user committee. The above mentioned company will delegate an active member to the user committee, which includes participation in two or three Users Committee meetings per project year.

The above mentioned company acknowledges that they will not be a formal member of the project consortium, that the intellectual property rights belong to the project applicants, and that membership of the users committee does not include any priority rights to the intellectual property. The research in this collective research project is done by research institutes (non-profit organisations).

The above mentioned company will provide information and feedback to the project consortium to enhance efficiency, focus and direction of the project.

[name and function/position of undersigned]

[date of signature]

[signature]

[organisation's letter head]

The undersigned declares to be an authorised representative to commit [name of organisation] (hereafter referred to as 'applying organisation') as legal entity. The applying organisation is a partner in the project consortium for the project proposal entitled

[title of project proposal]

which will be submitted in the framework of the Joint CORNET Call to the following funding agencies:

- "[name of funding organisation of coordinating association]"
- "[name of funding organisation of partner 2]"
- [...]

By submitting the project proposal the undersigned certifies that:

- All necessary internal authorisations have been obtained in order to permit the applying organisation to submit this project proposal.
- The applying organisation understands the characteristics of the collective research programme and the content of the project proposal.
- All the information given in relation with this project proposal are complete, accurate and correct.
- The applying organisation is committed to participate in and cooperate within the project, as described in the project proposal, in accordance with the provisions set out in the agreement to be signed with the funding body.
- The applying organisation has stable and sufficient funding to maintain its activity throughout its participation to the project as described in the project proposal.
- The applying organisation has or will have the necessary resources to carry out its involvement in the project as described in the project proposal.
- No other subsidies have been received for this project.
- Clear agreements have been made between the members of the project consortium. After approval of the project, these agreements will be further elaborated in a consortium agreement.

[name and function/position of undersigned]

[date of signature]

[signature]

[organisation's letter head]

The undersigned declares to be an authorised representative to commit [name of organisation] (hereafter referred to as 'RTO') as legal entity. The RTO is a partner (research performer) in the project consortium for the project proposal entitled

[title of project proposal]

which will be submitted in the framework of the Joint CORNET Call to the following funding agencies:

- [name of funding organisation of coordinating association]
- [name of funding organisation of partner 2]
- [...]

By submitting the project proposal the undersigned certifies that:

- All necessary internal authorisations have been obtained in order to permit the RTO to submit this project proposal.
- The RTO understands the characteristics of the collective research programme and the content of the project proposal.
- All the information given in relation with this project proposal are complete, accurate and correct.
- The RTO is committed to participate in and cooperate within the project, as described in the project proposal, in accordance with the provisions set out in the agreement to be signed with the funding body.
- The RTO has stable and sufficient funding to maintain its activity throughout its participation to the project as described in the project proposal.
- The RTO has or will have the necessary resources to carry out its involvement in the project as described in the project proposal.
- No other subsidies have been received for this project.
- Clear agreements have been made between the members of the project consortium. After approval of the project, these agreements will be further elaborated in a consortium agreement.

[name and function/position of undersigned]

[date of signature]

[signature]

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The documents has to be initialled by all participants before submitting with the application!

Consortium Agreement
Title CORNET project
Date



CONSORTIUM AGREEMENT – Example

This consortium agreement is made on date

BETWEEN: [to be signed by research associations and research institutes that are to take part in the project]

- Party 1, represented by name, function;
- Party 2, represented by name, function;
- Party 3, represented by name, function;
- ...

Hereinafter, jointly or individually, referred to as parties or party

WHEREAS:

- (A) The parties, having considerable expertise in the field of “xxxx” have submitted a project proposal in response to a call published in the framework of CORNET entitled: “Title of CORNET project”.
- (B) The CORNET selection committee has recommended the proposal for funding.
- (C) The involved Agencies/Ministries (Agency 1 - Country 1, Agency 2 - Country 2, Agency 3 - Country 3,) have accepted the proposal “Title of CORNET project”. for funding.
- (D) The parties wish to supplement between themselves the provisions of the contract.

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. This CONSORTIUM AGREEMENT shall come into force as of the date of its signature by the parties.
2. **The consortium will take all necessary and reasonable measures to ensure that the project will be carried out in accordance with Annex 1 and in a timely manner.**
3. **Reports and deliverables shall be submitted timely to the Coordinator for each reporting period (the requested reports must be indicated in the Collaboration Agreement)**
4. This CONSORTIUM AGREEMENT is concluded subject to the condition that the contract between the parties and their respective funding agency is signed. Consequently, in the event that this is not the case this CONSORTIUM AGREEMENT shall automatically become null and void in its entirety and shall be deemed to have produced no effect and obligation, except the confidentiality clause which shall remain in full force for all information disclosed during the proposal and for the duration indicated in the confidentiality clause.
5. This CONSORTIUM AGREEMENT complies with the European and national/regional rules applicable in the various participating countries and regions.
6. The coordinator for the project is NAME COORDINATOR

AS WITNESS the Parties have caused this CONSORTIUM AGREEMENT to be duly signed by the undersigned authorised representatives the day and year first above written.

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Consortium Agreement
Title CORNET project
Date



Authorised to sign on behalf of "NAME of Party 1"

Name and position Date Signature

Authorised to sign on behalf of "NAME of Party 2"

Name and position Date Signature

Authorised to sign on behalf of "NAME of Party 3"

Name and position Date Signature

etc.....

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Consortium Agreement
Title CORNET project
Date



1. DEFINITIONS

Funding agency contract means the contract a particular partner has with its funding agency.

Project steering committee means the body established in accordance with Art. 2.1 hereof.

Project deliverables mean the deliverables required under the project proposal in Annex and this CONSORTIUM AGREEMENT.

Work-package means any work-package (or WP) listed in the project proposal in Annex.

Work-package leader means the Party identified in Art. 2.3 hereof who will carry out the co-ordination tasks provided for in Art. 2.3.2.1 hereof.

User committee means group of companies identified in Art. 2.4.

Intellectual property beneficiaries means group of partners which own the intellectual property rights.

RTO performers mean the group of partners responsible for the research work.

CORNET member country means the country, which funds the project parties through the funding agency.

2. GOVERNING BODIES, ROLES AND RESPONSIBILITIES

2.1 Project steering committee

2.1.1 Composition of the Project Steering Committee

2.1.1.1 The Project Steering Committee will be composed of one representative of each party and the project coordinator:

- Mr/Mrs. Xxxx (party 1)
- Mr/Mrs. Yyyy (party 2)
- ...
- ...

2.1.1.2 The Project Steering Committee can invite other parties for discussions of specific matter; these invitees will have no vote.

2.1.2 Decision making in the project steering committee

2.1.2.1 The Project Steering Committee shall be chaired by the Coordinator's representative.

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Consortium Agreement
Title CORNET project
Date



- 2.1.2.2 The Project Steering Committee shall meet at least every six months in principle at the request of its chairman or at any other time when necessary at the request of one of the project steering committee members. Meetings shall be convened by the chairman with at least twenty one calendar days prior notice. This notice shall be accompanied by an agenda, the agenda shall be proposed by the chairman. Minutes of the meetings of the project steering committee shall be transmitted to the project steering committee members within thirty calendar days after the date of the meeting.
- 2.1.2.3 Any decision required or permitted to be taken by The Project Steering Committee may be taken in accordance with the above (i) in meetings via teleconference and/or via email; (ii) without a meeting with prior notice of at least seven (7) days and without a vote, if, in any such case, a consent in writing, setting forth the decision so taken, is signed by the Project Steering Committee members having not less then the minimum number of votes that would be necessary to take such a decision at a meeting at which all Project Steering Committee members entitled to vote on such decision attended and were voting, and provided the consent has been delivered for signature to all Project Steering Committee members.
- 2.1.2.4 The Project Steering Committee shall be responsible for:
1. deciding upon the technical roadmaps with regard to the Project with respect to the project proposal;
 2. deciding upon measures to ensure the effective day-to-day coordination and monitoring of the progress of the technical work affecting the project as a whole;
 3. management of the Project;
- 2.1.2.5 The Project Steering Committee shall not deliberate and decide validly unless a majority of two-thirds (2/3) of its members are present or represented. Each Project Steering Committee member shall have one (1) vote. In the event of a tie the project coordinator will have a casting vote.
- 2.1.2.6 Decisions shall be taken by a majority of 75% of the votes of the Project Steering Committee members present or represented by proxy at a quorate meeting.

2.2 Coordinator

2.2.1 Name of the Coordinator

NAME OF COORDINATOR is the coordinator of the project for the day-to-day management of the project.

Consortium Agreement
Title CORNET project
Date



2.2.2 Responsibilities of the Coordinator

2.2.2.1 The coordinator shall have the following functions:

- administration, preparation of minutes and provision of the chairman of the Project Steering Committee, and follow-up of its decisions;
- transmission of any documents and information connected with the project between the Parties concerned;
- transmission of reports to the funding agencies;
- resolving conflicts between partners;
- chairing the project steering committee;
- day-to-day management of the project and reporting to the Project Steering Committee

2.2.2.2 The coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

2.3 Work-packages

2.3.1 Work-package leaders

For each work-package there is a work-package leader. The following parties are work-package leaders:

Work Package	Party
WP 1	Party 1
WP 2	Party 3
WP 4	...
...	

2.3.2 Responsibilities of a work-package leader

2.3.2.1 The Work-package Leader shall have the following functions only:

- reporting on progress of work in the work package and transmit progress report to the project steering committee;
- transmission of any documents and information connected with the work package between the parties concerned;
- transmission of any documents and information connected with the work package to the coordinator and
- transmission of the project deliverables of the parties within the work package to the coordinator.

2.3.2.2 The work package leader shall not be entitled to act or to make legally binding declarations on behalf of any other party.

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Consortium Agreement
Title CORNET project
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2.4 User committee

2.4.1 General aspects of the user committee

- 2.4.1.1 The parties will install a user-committee composed of companies from the different countries represented in the consortium (list of countries, ..., ...,). The Consortium is free to decide how the SME user-committee meetings will be organised (either one trans-national meeting for all involved or a series of national/regional meetings) provided that a significant number of SME UC members are regularly involved.
- 2.4.1.2 Each partner recognizes that representatives of funding agencies can participate to the user committee.
- 2.4.1.3 The user committee will meet at least 4 times during the project.

2.4.2 Role and responsibilities of the user committee

- 2.4.2.1 The user committee will act as an advisory group for the parties. It supports the parties in the execution of the project and its valorisation, bearing in mind that the concrete execution of the project has to be optimally attuned to the companies' needs and more in particular to those of the SMEs of the target group. In view of the valorisation of the project results, it particularly acts as a sounding board to explore the possibilities of industrial and/or social implementation of the project results.
- 2.4.2.2 Every company, member of the user committee, is free to delegate members of its staff to the user committee.
- 2.4.2.3 During the meeting, the parties meticulously inform the members of the user committee about the progress of the project. The user committee may advise and formulate recommendations regarding the execution of the project in general.
- 2.4.2.4 The members of the user committee represent the target group and hence not only the interests of their proper company or institute.
- 2.4.2.5 Information received by the members of the user committee shall be treated confidentially.
This obligation to confidentiality is not valid if it can be proven that the given information is part of the public domain, is legally obtained by the member from a third party, or if it has been generated by the member himself outside the dossier and not based on any activities within the framework of the dossier.
- 2.4.2.6 The implementation and/or use of the project results during and after the execution of the project by the members of the user committee is realised in agreement with the valid rights of ownership.

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Consortium Agreement
Title CORNET project
Date



2.4.2.7 Members of the user committee are treated as “third parties” in Art. 4 hereof.

2.4.2.8 The members of the user committee acknowledge that the ownership of the results derived from the project activities lies with the Parties.

3. RESPONSIBILITIES OF EACH PARTY

3.1 General responsibilities

3.1.1 Each party undertakes to each other party to use reasonable endeavours to perform and fulfil, promptly, actively and on time, all of its obligations under the funding agency contract and this CONSORTIUM AGREEMENT.

3.1.2 Each partner will contribute to the efficient flow of information and access to relevant data, according to the agreed access rights and confidentiality rules to ensure the efficient execution of this project.

3.1.3 Each party hereby undertakes to use reasonable endeavours to supply promptly to the coordinator or to the work package leader, as the case may be, all such information or documents as the coordinator or the work package leader needs to fulfil obligations pursuant to this CONSORTIUM AGREEMENT or the funding agency contract.

3.2 Responsibilities towards each other

3.2.1 Each party undertakes to use reasonable endeavours:

- a. to notify the project steering committee and each of the parties, in the project, promptly of any significant delay in performance; and
- b. to inform other parties in the project, of relevant communications it receives from third parties in relation to the project.

3.2.2 Each party shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified. The recipient party shall be entirely responsible for the use to which it puts such information and materials.

3.2.3 Each party shall be fully responsible for the supervision of its subcontractors and shall enter into appropriate arrangements for such purpose with its subcontractors.

4. IPR & ACCESS RIGHTS

4.1 Additional Definitions & Further Understandings

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'Needed and necessary' means "technically essential" where technical matters are concerned, and otherwise mean "necessary".

"other relevant definition (project dependant)"

4.2 Intellectual property rights

4.2.1 Ownership

4.2.1.1 Background Knowledge

The Parties acknowledge that any Background Knowledge of a Party used in the Project remains the property of that Party. Each Party shall offer access to its Background Knowledge on a "need to know" basis for a good execution of the research Project as defined within the research program. Each Party shall offer access to its Background Knowledge to the other parties on a "need to know" basis for the "use" of the Foreground knowledge on a non-exclusive basis.

4.2.1.2 Ownership of Foreground Knowledge/Results

All knowledge/results generated in the cause of the execution of the project are defined as Foreground knowledge/results. Foreground knowledge is being funded at least in part by national programmes. Therefore, according to the rules of the European Commission and regarding the definition of collective research foreground knowledge has to be disseminated widely and has to be offered on a non-discriminatory basis at fair and reasonable market terms to all interested third parties established in the CORNET member countries funding the project. If one or more of the CORNET member countries funding the project are members of the European Economic Area (EEA), foreground knowledge has to be offered on a non-discriminatory basis at fair and reasonable market terms to all interested third parties established in the European Economic Area (EEA) as well. Neither licences nor the invention itself (patent) can be sold exclusively to third Parties.

All knowledge/results and all rights developed by the Parties in the field of the project shall be jointly and completely owned by the Parties having created that knowledge.

4.2.2 Exploitation of Knowledge

4.2.2.1 The Parties having developed Knowledge/Results have to start discussions in good faith to reach an agreement about the exploitation of the Knowledge/Results between them. **This agreement on exploitation cannot conflict with the obligations specified by the subsidizing authorities.** All Parties will have access to the Knowledge/Results for use and implementation on a non-exclusive and non-discriminatory basis.

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- 4.2.2.2 If after 6 months of discussions no agreement about the terms of the exploitation of the Knowledge/Results has been signed by all the Parties, the discussions are considered as a failure.
- 4.2.2.3 In case of failure of an agreement between Parties, each Party shall be free to exploit and grant licences to third Parties, without requiring the consent of other Parties, except for third parties with head quarters located in country 1, country 2, where exclusivity for licensing is offered respectively to partner 1, partner 2, etc. Conditions of licenses can not be in conflict with the obligations specified by the Party subsidizing authority.
- 4.2.2.4 In case of failure of an agreement between Parties, each Party that concludes licence agreement based on Knowledge/Results with third Parties will have all the revenues coming from the exploitation of the licence from the Knowledge.
- 4.2.2.5 Pursuant to the grant of the licence in 4.2.2.1 if an agreement is signed between the Parties, the Party may grant a licence of its Background Knowledge to the other Parties at fair and reasonable market terms.
- 4.2.2.6 For the avoidance of doubt ownership of the Knowledge/Results shall not be affected by payment of the cost protection.

4.2.3 Filing for Protection of Knowledge/Results

- 4.2.3.1 In the case of Knowledge/Results, the Parties shall agree who shall be responsible for the filing, protection and maintenance of the Knowledge/Results in the names of the Parties (Filing Party). The cost of protecting such Knowledge/Results shall be borne equally by the Parties unless otherwise agreed. In the event that the Parties cannot agree who shall be responsible for filing the Project Steering Committee will take the decision.
- 4.2.3.2 In the case that one of the Joint Parties does not wish to pursue protection of Joint Knowledge, the other Joint Parties shall be free to continue with such protection at their own expense. In this case the Joint Parties shall discuss and agree in writing the rights of the Joint Party who does not wish to pursue protection.
- 4.2.3.3 In the event that the Filing Party elects not to continue to bear the cost of such protection of the Knowledge/Results in any or all jurisdictions, any other Party (Requesting Party) may request the Filing Party to continue with such protection in any or all of such jurisdictions where no filing has taken place at the cost of the Requesting Party who shall be granted an option to exclusive rights in the chosen jurisdictions on fair and reasonable terms taking into account the payment of the costs of protection. Unless the Filing Party can demonstrate that its legitimate

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interests will be significantly impaired by such granting of an option to exclusive rights.

- 4.2.3.4 For the avoidance of doubt ownership of the Knowledge/Results shall not be affected by payment of the cost protection.

4.3 Access rights

4.3.1 General Principles relating to Access Rights

- 4.3.1.1 All access rights needed for the execution of the project and for use are granted on a non-exclusive basis and save in exceptional circumstances, no transfer costs shall be charged for the granting of access rights.
- 4.3.1.2 According to the European regulations, each Party grants to the other Parties a non-exclusive, royalty-free licence or access tot Background Knowledge needed for the execution of the project.

5. Dissemination of the projects results

- 5.1 The IPR beneficiaries are responsible for organizing the dissemination of the research results.
- 5.2 The steering committee will decide in which form the project results will be disseminated non-discriminatingly.
- 5.3 The steering committee will decide under which non-discriminating conditions interesting enterprises being or not-being members of the IPR beneficiaries will receive the results of the project.
- 5.4 The parties agree to put available their information channels (leaflets. websites ...) for the dissemination of the project results that were agreed upon to be disseminated freely.
- 5.5 In all disseminations within the public domain it will be mentioned that the results are obtained within an international CORNET research project named:
"Title of CORNET project"

6. CONFIDENTIALITY

6.1 Period of confidentiality

For any document, information, knowledge, pre-existing know-how or other material communicated as being confidential, the period of confidentiality shall be at least 5 (five) years from the date of such communication, unless a longer period of confidentiality is provided for in the funding agency contract.

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6.2 Confidentiality obligations

In respect of all information of whatever nature or form as is disclosed to a party in connection with the project each party agrees such information is communicated on a confidential basis and its further disclosure may be prejudicial to the owner of the information, and undertakes that:

- it will not during a period of five (5) years from the date of disclosure to the party use any such information for any purpose other than in accordance with the terms of the funding agency contract and of this CONSORTIUM AGREEMENT; and
- it will during the period of five years treat the same as (and use reasonable endeavours to procure that the same be kept) confidential and not disclose the same to any other third party without the prior written consent of such owner in each Consortium Agreement; provided always that such agreement and undertaking shall not extend to any information which the receiving party can show:
 1. was at the time of disclosure to the party published or otherwise generally available to the public, or
 2. has after disclosure to the party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving party, or
 3. was already in the possession of the receiving party, without any restrictions on disclosure, at the time of disclosure to the party, or
 4. was rightfully acquired from others without any undertaking of confidentiality, or
 5. was developed independently of the work under the CORNET contract by the receiving party

6.2.1 Communication to third parties

As respects any permitted communication of any of the information referred to in the previous section by the recipient party to a third party (including but not limited to its affiliates) such party will use reasonable endeavours to procure due observance and performance by such third party of the undertakings referred to in the previous section of this CONSORTIUM AGREEMENT and all relevant undertakings in the funding agency contract.

7. FORCE MAJEURE

Force majeure shall mean any unforeseeable and exceptional event affecting the contract and the implementation of the project by one or more parties, which is beyond their control, is unforeseeable and insuperable and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available (unless due to force majeure) for the purpose of performing this contract and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service, labour disputes, strikes or financial difficulties do not constitute force majeure.

If any of the party is subject to force majeure liable to affect the fulfilment of its contractual obligations, it will notify the project steering committee and its work package parties in writing of any "Force Majeure" event as soon as possible stating the nature, likely duration and foreseeable effects. The parties shall discuss in good faith the possibilities of a transfer of tasks affected by the event. Such discussions shall commence

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as soon as reasonably possible. If such Force Majeure event is not overcome within six weeks after such notification, the transfer of tasks shall be carried out.

Notwithstanding any provisions on Force Majeure provided for in the CORNET contract, no party shall be considered to be in breach of its obligation to execute the project if it has been prevented from complying by force majeure. All necessary measures shall be taken to limit damage to the minimum.



8. MISCELLANEOUS

8.1 No partnership or agency

Nothing in this CONSORTIUM AGREEMENT shall create a partnership or agency between the parties or any of them.

8.2 Assignment

No Party shall, without the prior written consent of the other parties, as applicable, assign or otherwise transfer partially or totally any of its rights and obligations under this CONSORTIUM AGREEMENT. Such consent shall not be unreasonably withheld or delayed when such assignment or transfer is in favour of an affiliate of that party.

8.3 Term and termination

- 8.3.1 This CONSORTIUM AGREEMENT shall come into force as of the date of its signature by the parties
- 8.3.2 This CONSORTIUM AGREEMENT shall continue in full force and effect until terminated in accordance with Art. 8.3 hereof or complete discharge of all obligations for the carrying out of the project undertaken by the parties under the cornet contract and under this CONSORTIUM AGREEMENT, whichever is the earlier.

8.4 Settlement of Disputes

- 8.4.1.1 In the case of disputes or differences arising in connection with this CONSORTIUM AGREEMENT the parties will first try to solve the dispute amicably. If this fails the disputes or differences shall either be set by mediation or be finally settled by arbitration.
- 8.4.1.2 The parties concerned may instead elect to resolve by mediation a dispute or difference arising in connection with this CONSORTIUM AGREEMENT, which cannot be settled amicably.

8.4.2 Settlement of disputes and differences by mediation

- 8.4.2.1 The parties hereby undertake to apply the CEPANI rules of mediation to all disputes arising out or in relation with this agreement.
- 8.4.2.2 The seat of mediation shall be location

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8.4.2.3 The proceedings shall be conducted in English language

8.4.2.4 Should the mediation fail the dispute shall be finally settled under the CEPANI rules of arbitration.

8.4.3 Settlement of disputes and differences by arbitration

8.4.3.1 The parties hereby undertake to apply the CEPANI rules of arbitration to all disputes arising out or in relation with this agreement.

8.4.3.2 The seat of arbitration shall be ...location

8.4.3.3 The proceedings shall be conducted in English language

8.4.3.4 The award of the arbitration will be final and binding upon the parties concerned.

8.5 Language

This CONSORTIUM AGREEMENT is drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

8.6 Applicable Law

This CONSORTIUM AGREEMENT shall be construed according to and governed by the "location" law.

9. Amendments

Amendments or changes to this CONSORTIUM AGREEMENT shall be valid only if made in writing and signed by an authorized signatory of each of the parties

10. COUNTERPARTS

10.1 This CONSORTIUM AGREEMENT shall be executed in (number of parties, 2x) counterparts, all of which together shall constitute one and the same instrument. The coordinator and every party shall each initial and sign (number of parties, 2x) two counterparts.

10.2 The coordinator has an obligation to send copies of all signed counterparts to each Party within sixty (60) days of receipt of the signed counterpart.

ANNEXES

The annexes to this Consortium Agreement, which are an integral part thereof, are:

Annex 1: Project proposal

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Annex 2:

