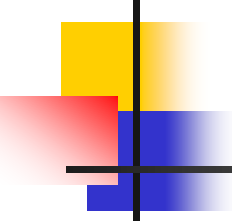


# Developing a legal framework for FP7 project implementation: what involvement and which information is needed from a partner

Olga Meerovskaya  
Belarusian Institute of System Analysis  
and Information Support of Scientific  
and Technical Sphere

# CONTENT

- 
- 
- Grant Agreement
  - Intellectual property rights
  - Consortium Agreement
  - Registering of FP7 project in the State Register of S&T projects (Belarus)

# Grant Agreement (1)



## Core text

---

*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 as published in*

*Annex V* - Form B – Request for accession of a new *beneficiary to the grant agreement*

*Annex VI* - Form C – Financial statement per funding scheme

# Grant Agreement (2)

## Core text: main provisions

- ❑ ~~Concluded between EC and Coordinator~~
- ❑ Article 1 – Accession to the *grant agreement of the other beneficiaries*
- ❑ Article 2 – Scope
- ❑ Article 3 – Duration and *start date of the project*
- ❑ Article 4 – Reporting periods and language of reports
- ❑ Article 5 – Maximum financial contribution of *[the Union]*
- ❑ Article 6 –Pre-financing
- ❑ Article 7 – Special clauses
- ❑ Article 8 – Communication
- ❑ Article 9 – Applicable law and competent court
- ❑ Article 10 – Application of the *grant agreement provisions*
- ❑ Article 11 – Entry into force
- ❑ Signatures: for Coordinator and for EC

# Grant Agreement (3)

## What is needed from a partner?

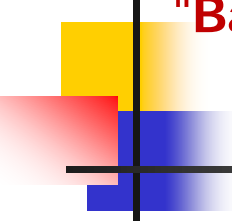
---

- ❑ To read and understand the drafts of core GA and its annexes
- ❑ To check its obligations and duties, budget, PMs, etc specified in Annex I
- ❑ To sign and send the Coordinator the Form A (accession to the GA)

Updated versions of the core model grant agreement and its annexes are available at

[http://cordis.europa.eu/fp7/calls-grant-agreement\\_en.html#standard\\_ga](http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#standard_ga)

# IPR: background and foreground




**"Background"** is information and knowledge (including inventions, databases, etc.) held by the participants prior to their accession to the Grant Agreement, as well as any intellectual property rights which are needed for carrying out the project or for using foreground.

**"Foreground"** means the results, including information, materials and knowledge, generated in a given project, whether or not they can be protected. It includes intellectual property rights (IPRs such as rights resulting from copyright protection, related rights, design rights, patent rights, plant variety rights, rights of creators of topographies of semiconductor products), similar forms of protections (e.g. sui generis right for databases) and unprotected know-how (e.g. confidential material).

Thus, foreground **includes the tangible** (e.g. prototypes, micro-organisms, source code and processed earth observation images) and **intangible** (IP) results of a project. Results generated outside a project (i.e. before, after or in parallel with a project) do not constitute foreground.

# IPR: key messages



**Foreground resulting from the project is owned by the participant generating it. Not by the Commission.** When foreground is generated jointly (i.e. where the separate parts of some result cannot be attributed to different participants), it will be jointly owned, unless the participants concerned agree on a different solution.

**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.

**Transfers of ownership of foreground are allowed,** though the obligations regarding that foreground must be passed on to the transferee. In principle, as long as the participant concerned is required to grant access rights, notification must be given to the other participants, which may object within a specified period. However, they may agree in advance that no prior notification is necessary with regard to a specifically identified third party.

# IPR: access rights

**Access to another participant's foreground or background is only to be granted if the requesting participant *needs that access in order to carry out the project or to use its own foreground.***


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).

**Access rights may be requested by any participant if it needs them for carrying out its own work under the project, until the end of the project:**

- Access rights to background and foreground ***for implementing the project are granted on a royalty-free basis***, unless otherwise agreed by all participants before acceding to the GA, till the end of the project;
- Access rights to background and foreground ***for use purposes (exploitation and further research)*** are granted **on a royalty-free basis** if a participant needs them for using its own foreground, **or on fair and reasonable conditions to be agreed**. The latter - until 1 y after the end of the project



# IPR protection and dissemination



**Valuable foreground should be protected.** Protection is not mandatory in all cases, though the decision *not to protect foreground should preferably be made in consultation with the other* participants, which may wish to take ownership. If valuable foreground is left unprotected, the Commission may take ownership.

**Each participant shall ensure that the foreground it owns is disseminated as swiftly as possible. However, any dissemination** (including publications or on web-pages) **should be delayed until a decision about its possible protection has been made** (through IPR or trade secrets). The other participants may object to the dissemination activity if their legitimate interests in relation to their foreground or background could suffer disproportionately great harm.

# IPR: Consortium Agreement



---

- ❑ Why?
- ❑ Who are the parties?
- ❑ When?

This is the document a partner has to carefully read and understand!!!

# IPR: more information



---

Guide to Intellectual Property Rules  
Checklist for the Consortium Agreement

[http://cordis.europa.eu/fp7/find-doc\\_en.html](http://cordis.europa.eu/fp7/find-doc_en.html)

# Registering of FP7 project in the State Register of S&T projects (1)

## WHY it's necessary to register your project?

- ❑ ~~VAT is not eligible in FP7~~

## WHY we should use the State Register of S&T projects?

- ❑ FP projects are not excepted from taxation as such due to the lack of legal basis for Belarus – EU cooperation (PCA, S&T agreement)
- ❑ FP projects can't be considered a technical assistance

## When exactly you should submit an application for registration?

- ❑ Immediately after the Grant Agreement is signed (within 1 month) and a copy of GA is received

## Is there any differences between registering national and FP projects?

- ❑ No legal differences. Rules are the same: the project has to fit national priorities of S&T development, the results should be used in Belarus,
- ❑ However, there are some tips

# Registering of FP7 project in the State Register of S&T projects (2)

Registration takes place in BelISA.

The application pack includes:

- **регистрационная карту** на выполняемую работу
- **копию договора (GA + Annex 1)** на выполнение работы,
- **заверенный в организации перевод договора (GA core part),**
- **техническое (научное) задание или технико-экономическое обоснование в части работ, порученных Вашей организации;**
- **календарный план** на проведение работы, утвержденный руководителем организации-исполнителя, **в части работ, порученных Вашей организации;**
- **справка о стоимости работ**
- **учетную карточку организации-исполнителя** (при первичном обращении в ГУ «БелИСА» или при изменении параметров организации-исполнителя)

The procedure and templates for registration:

<http://belisa.org.by/ru/register/nioktr/>

# Registering of FP7 project in the State Register of S&T projects (3)

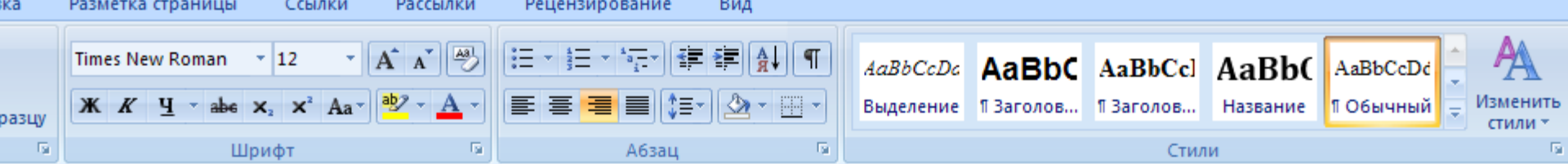
## Tips for filling in the Registration Card (регистрационная карта)

---

- ❑ 05. Title
- ❑ 09. Goals and tasks
- ❑ 10. Expected results
- ❑ Basis for project implementation – «МНТП»
- ❑ 12. Short name of the program – «7-я Рамочная программа Евросоюза»
- ❑ 23. Customer – «Европейская комиссия»

## **and Working Schedule** (календарный план)

- ❑ Think over the reporting periods – reports should be in Russian
- ❑ When describing specific phases of a project, refer to the WPs, Tasks and exact pages of Annex 1



## КАЛЕНДАРНЫЙ ПЛАН ВЫПОЛНЕНИЯ НИР

**«Сеть для международного научно-технического сотрудничества со странами Восточной Европы и Центральной Азии» в соответствии с разделом 7 Приложения 1 «Описание работ» к контракту № 212226, стр. 31-58**

№ этапа/ № рабочего пакета, раздел 7 Прил. 1 «Описание работ» к контракту № 212226	Наименование работ	Срок <u>выполне- ния</u>	<u>Стои- мость</u> работ, евро	Форма отчета
1) WP3, стр. 39-	1. Сбор и анализ информации о возможностях и условиях участия Беларуси в европейских научных программах в сфере окружающей среды и энергетики в 2008-2009 гг. 2. Подготовка информационных и методических материалов для использования в рамках семинара по развитию МНТС с ЕС в сфере окружающей среды и энергетики (Минск, сентябрь 2008 г.). 3. Разработка анкеты ( <u>профайла</u> ) для организаций из стран СНГ, желающих и имеющих возможность принимать у себя на	01.01.2008  —	          18377	Пакет информационных и методических материалов о возможностях и условиях сотрудничества Беларуси в европейских научных программах в сфере окружающей среды и энергетики в 2008-2009 гг.  Анкета ( <u>профайл</u> ) для организаций из стран СНГ, желающих и имеющих возможность принимать у себя на

# Registering of FP7 project in the State Register of S&T projects (4)

## Presenting a project budget:

- Should be in BYR
- Calculated on the date of application or on the date of a contract entry into force (no precise rule)

### *Example:*

#### **“Справка о стоимости работа по договору №196/Б/2010 от 01.11.2010**

Общая стоимость работ по договору на выполнение научно-исследовательских работ №196/Б/2010 от 01.11.2010 в размере 13 888 (тринадцать тысяч восемьсот восемьдесят восемь) евро в пересчете по курсу Национального банка Республики Беларусь на 01 ноября 2010 г. (1 евро = 4 172, 64 руб.) составляет 57 949, 624 тыс. (пятьдесят семь миллионов девятьсот сорок девять тысяч шестьсот двадцать четыре) руб.

Гл. бухгалтер”

*Consultations are available in the FP7 National Information Point*