

Eurostars guidelines for completing your Consortium Agreement

Eurostars is part of the European Partnership on Innovative SMEs.
The [partnership is co-funded by the European Union through Horizon Europe](#).
This document is an explanation of how to complete your Consortium Agreement.

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These guidelines are informative only. They merely serve as explanations provided by the Eureka Secretariat to guide participants on how to complete their Consortium Agreement for their Eurostars project. They do not create any rights or obligations. Eureka Network AISBL assumes no responsibility or liability for any errors or omissions in the content of the guidelines. Information in these guidelines is provided on an "as is" basis with no guarantees of completeness, accuracy, or usefulness.

For questions on the process of completing your Consortium Agreement, contact projects@eurostars-eureka.eu

February 2023 – Version 2

HISTORY OF CHANGES		
Version	Publication date	Changes
Version 1	January 2022	Original version
Version 1.1	July 2022	Addition of logos
Version 1.2	October 2022	Layout changes
Version 2	February 2023	Revision of logos

Introduction

A Consortium Agreement states the rights and obligations of each party, regulates the relationship between project participants and provides a solid basis for collaboration. These guidelines are a skeleton for your Consortium Agreement. They describe the items you will need to include when drafting your Consortium Agreement with your Eurostars project partners.

Before you begin your Eurostars project, all project participants in your consortium must complete and sign an agreed upon Consortium Agreement. The main project partner must send your Consortium Agreement to the Eureka Secretariat within six weeks of receiving approval for your project.

If you do not send a signed Consortium Agreement to the Eureka Secretariat, funding for your project and its label will be withdrawn.

Please note that except for changing the start date of the project when uploading the Consortium Agreement, changes to the project will not be approved before the Consortium Agreement has been validated by the Eureka Secretariat (i.e., the status of the Consortium Agreement says "Completed" on the platform).

For any questions, contact projects@eurostars-eureka.eu

Project number and acronym

Indicate your Eurostars project number and its title and/or acronym on the first page of your Consortium Agreement.

Project start date

The date agreed by the partners and defined in the Consortium Agreement is recommended as the official project common start date. A given project cannot start before the date of the approval notification sent by the Eureka Association.

Project participants

At the start of your Consortium Agreement, identify all project participants and their official representatives (the contact person for the Eurostars project).

Preamble

In the preamble, describe the context of your cooperation, your objectives and the project's scope. You should also define the purpose of the Consortium Agreement (i.e., to specify the relationship between participants, organisation of work, management of your Eurostars project, rights and obligations of each participant, liability, intellectual property rights and dispute resolution).

This can be in the form of a description of project coordinator and participant roles.

Article 1 – Definitions

In this section, include definitions of key legal and technical terminology to avoid misunderstanding.

Do not forget to define intellectual property terminology, like background, foreground, results, access rights, etc. You can find standard definitions in the [Horizon Europe Regulations](#).

Article 2 – Implementing the Eurostars project

Next, briefly describe your Eurostars project. Define expected achievements and results in terms of deliverables and the technical responsibility and contribution (personnel, facilities, equipment, materials, etc.) of each participant. You should also state how much, and the kind of assistance participants must give each other to ensure successful execution of your Eurostars project.

In this section, you can outline the reports you will submit (financial, technical, etc.) and a timeframe for this.

You can refer to a technical annex if you want to include more details, like your work packages, allocation of tasks, milestones and planning.

Article 3 – Project management

You must define the administrative, legal, financial and technical roles and responsibilities of each participant. If the main partner has additional duties, these should be listed here too.

State that there is an obligation for each participant to cooperate, perform and achieve the objectives of the project. It may be useful to indicate what would happen if a participant does not fulfil their obligations.

We recommend you describe the project's organisational and management structure and the composition, responsibilities and decision-making processes for each participant.

It is good practice to define the internal organisation of the consortium (any management bodies, committees and/or working groups, communication between participants, prior notification, etc.) and internal rules, like:

- who the members are and how they are appointed,
- how decisions are made,
- how many meetings there will be and when,
- whether the agenda is fixed and whether there are veto rights.

You can also establish and define an intellectual property management structure (e.g., an intellectual property management board or intellectual property manager) responsible for intellectual property matters within the consortium. Identify tasks for this group or manager, like:

- monitoring the creation of new results,
- monitoring the protection measures taken by participants and
- monitoring dissemination activities.

To clarify your project management processes, you should explain:

- the procedures set up to monitor and follow up your Eurostars project's scientific, technical and financial progress,
- the procedures for if there are additional tasks or revisions to the initial work plan,
- to what extent subcontracting is possible (whilst still respecting Eurostars eligibility criteria) and
- the conditions under which additional participants may join your Eurostars project.

In this project management section, you should also detail the conditions for, and scenarios where participants can withdraw from your Eurostars project or reduce or increase contribution. In addition, indicate how you will implement mitigations or solutions if a participant withdraws or breaches the Consortium Agreement.

Finally, state the start date and end date of your Eurostars project. We recommend that the dates indicated in your Consortium Agreement are your project's official start and end date. Please note: Your project cannot start before you receive a letter from the Eureka Secretariat approving your project.

Article 4 – Finances

In this section, you should explain your project funding and payments. For example, you can state the maximum financial contribution for each of the participants. We recommend you show this information in a table, listing the expenses for each participant and estimating the total project budget.

If applicable (and with the agreement of all participants), add a sentence stating whether the budget can be adjusted, how and to what extent if the work programme is not followed.

Explain the financial consequences for a participant leaving the project.

Finally, state whether any participants must fulfil national requirements, such as completing and submitting financial reports.

Article 5 – Intellectual property rights

5.1 Background

Attach an annex stating the background (existing know-how and information, protected or not) of each participant. With your project partners, you should determine what information will need to be exchanged for successful implementation of your Eurostars project or the exploitation of its results.

In this annex, you can list your background as a positive and/or negative list. The list should be clear enough to avoid legal uncertainty. You can mention potential restrictions linked to granting of access rights.

It is good practice to establish a procedure for amending your background list, for example, how participants can make background available during the project.

Example of clause (for a positive list):

“The parties define in annex [number] background that the other parties have access rights to. For the avoidance of doubt, all background not listed in annex [number] shall be, accordingly, excluded from access rights.

The party that owns the background may at any time expand the existing list by adding further background to annex [number].

However, any limitation to annex [number] after signature of this Consortium Agreement requires [the consortium’s decision-making body] to accept.”

Example of clause (for a negative list):

“The parties define background that is excluded from access rights in annex [number].

For the avoidance of doubt, all background not listed in annex [number] shall be available for the granting of access rights in accordance with the provisions of this Consortium Agreement.

The party that owns the background may at any time limit the existing list by removing background from annex [number].

However, any addition to annex [number] after signature of this Consortium Agreement requires [the consortium’s decision-making body] to accept.”

5.2 Ownership of project results – joint ownership

Describe the processes for ownership and management of new intellectual property and results generated during the project to ensure fair exploitation rights for all project participants. As a default rule in Eurostars projects, each result is owned by the participant that generates it.

You can outline mechanisms in your Consortium Agreement that ensure the creation of new results is monitored and reported, and that all project participants are regularly informed. These mechanisms can be supervised by your project's intellectual property management body. We recommend all participants keep proof of the work done during your project (e.g., using lab notes) to be able to assess the ownership regime of each result more easily.

You should also set up a joint ownership regime, as there may be instances where intellectual property has been generated by two or more participants together. For example:

- when the result cannot be clearly allocated to one participant or
- where the contributions to, or features of the results form an indivisible part of them.

In these cases, the intellectual property rights could belong to both beneficiaries. Your joint ownership regime will apply whenever participants generate results together, and in the absence of any other agreement.

The joint ownership regime you develop should address authorisations and profit sharing. For example, outlining:

- whether a participant needs the authorisation of co-owners before directly or indirectly exploiting and/or
- whether a co-owner must pay royalties to other co-owners if it directly or indirectly exploits the results.

Please note: Your Consortium Agreement can also contain joint ownership provisions tailored to specific results if you have already reached an agreement on these.

You may also agree not to set up a joint ownership regime and choose an alternative regime in your Consortium Agreement (e.g., a single owner has access rights for the other project participants that transferred their ownership share) or at a later stage using subsequent transfer agreements.

5.3 Access rights to background and project results

You and your project partners must determine the procedures and general conditions for requesting and waiving access rights. Requests and waivers of access rights must always be made in writing.

Example of a statement about access rights to background:

“Each party hereby grants (on a royalty-free basis and non-exclusive to other participants) access rights to their background. Access rights are solely for the purpose of enabling other project participants to fulfil research obligations and execute the project during the terms of this Consortium Agreement.”

In addition, you should determine whether access rights will include or exclude the right to sublicense. By default, access rights do not include the right to sublicense, but you can add this right to your Consortium Agreement.

You should also decide whether affiliated entities can request access rights for exploitation purposes. By default, an affiliate entity is entitled to access rights for results or background if these are needed to exploit the results belonging to the project participant it is affiliated with. However, you can agree not to include this right by adding a clause in your Consortium Agreement.

Furthermore, you should define the access rights (including any financial conditions) to be granted for background and project results (protected or not) that you need to be able to implement your project and exploit project results.

Please note:

- *Access rights to background for implementation must always be granted on a royalty-free basis, unless otherwise agreed by participants and outlined in your Consortium Agreement.*
- *Access rights to results for implementation must always be granted on a royalty-free basis.*
- *Access rights to background and to results for exploitation purposes can be granted on a royalty-free basis or with fair and reasonable conditions.*

Establish time limits for requesting access rights for exploiting project results (e.g., after a participant has finished participating in the project). You can set up different conditions depending on the type of exploitation involved, like:

- royalty free access rights if results are needed for conducting further research or
- fair and reasonable conditions if results are needed for commercial exploitation.

Moreover, (if relevant) you should define wider access rights or leave an open clause allowing wider access rights, as access rights provisions in [Horizon Europe Regulations](#) are limited. For example, you can agree on:

- access rights to background that is not strictly needed for the project or
- access rights to sideground (know-how and information generated by one or several participants during the project but outside the scope of the project).

Finally, you should decide what happens to access rights granted to and from parties joining or leaving your consortium.

Example of access rights provisions for parties withdrawing, leaving or joining your consortium:

“In the case of a party withdrawing or defaulting, any knowledge generated within the project by a participant will be the property of that participant. In addition, there will be no transfer of

knowledge to any new participant recruited and no access rights will be granted, unless agreed in a separate document outside of this Consortium Agreement.”

Example of access rights provisions for parties leaving the consortium:

“A party terminating its participation in the project shall in no way affect the obligation that it grants access rights to the remaining parties in the project.

A party leaving the consortium shall be granted access rights to the results until the date it terminates its participation. The period for requesting access rights should be the same as that set out in the section ‘access rights for exploitation’.

However, if a party is defaulting, access rights granted to this party will cease, and its right to request access rights will end immediately from the moment [the consortium’s decision-making body] decides to terminate the party’s participation in the project.

For the sake of clarity, a defaulting party is a party that [the consortium’s decision-making body] has identified to be responsible of irregularity provoked by its non-compliance with the provisions of this Consortium Agreement.”

5.4 Protection of project results

Here, you should indicate how you will protect all project outputs, stating the type of protection planned, geographical scope of protection envisioned, etc. Valuable results capable of industrial or commercial application should be protected, but protection is not mandatory for all results.

Identify the management body (e.g., intellectual property manager) responsible for overseeing the protection measures.

Please note: You should clarify what would happen if you decide to leave your project results without protection. For example, the participant responsible for the results may be given the option to take ownership or not. If you decide to leave results without protection, this should be in consultation with all project participants that may wish to take ownership.

You can choose to set up notification procedures so participants are informed of protection measures being taken and are able to express concerns linked to protecting their own interests.

5.5 Transfer and licensing of project results

In this subsection, define the conditions for transferring the ownership of project results.

Please note: In the Horizon Europe Regulations, transfers are possible provided certain obligations are met. One of these obligations is to notify project participants before proceeding with the transfer, as participants have the right to object. It is useful to describe notification and objection procedures in your Consortium Agreement. You can avoid following a notification and objection procedure by identifying specific third parties in your Consortium Agreement where transfers are agreed to in advance and automatically allowed.

Licensing of your project results is always allowed. However, exclusive licensing is restricted and is only allowed if all concerned project participants have waived their access rights to a specific result. If participants have already decided to waive their access rights to a result, you can state this in your Consortium Agreement.

Please note: In case of any doubt and to avoid waiving rights unnecessarily, it is better to waive rights at a later stage in a separate document (i.e. not in your Consortium Agreement). Avoid general waivers.

5.6 Exploitation of project results

You should state how you will exploit your project results (i.e., together or separately).

If you already know this information, you should indicate whether exploitation will be direct (by the participants only), indirect (by third parties) or both. If exploitation is indirect, conditions for sublicensing and exploitation of results by third parties should be stated.

You can refer to future, more specific exploitation agreements between project participants.

Please note: If you resort to separate exploitation agreements signed by the owners or co-owners of specific project results, it can be more practical. Your Consortium Agreement can still include an outline of what you plan to do.

5.7 Dissemination of project results

In this last subsection, you should indicate possible dissemination activities or plans. Open access dissemination applies to all scientific publications written during the project and related to it.

You should also establish dissemination procedures. For example, outline:

- a notice period before any dissemination of materials,
- a period allowing for possible objections and
- describe how objections should be raised, handled and overcome.

Finally, establish procedures to ensure coherent dissemination (so that co-authorship is dealt with appropriately).

Example of a dissemination clause:

“Each party must ensure the results it owns are disseminated as swiftly as possible.

Dissemination activities shall be compatible with intellectual property rights, confidentiality and in the legitimate interests of the owner of the results.

The dissemination of scientific publications shall be made in accordance with the principle of Open Access, as set out in Article 18 of Regulation (EU) No 1291/2013.

Notice of any planned dissemination activity shall be given to the other parties concerned at least [number] days in advance, including sufficient information concerning the planned dissemination activity and the data envisaged for dissemination.

After notification, any of the concerned parties may object to the planned dissemination activity within [number] days if they consider that their legitimate interests (in relation to their results or background) could suffer disproportionately great harm.

The objection should include reasonable proof that the party's interests in relation to its results or background could suffer disproportionately great harm and a precise request for necessary modifications. In these cases, the dissemination activity may not take place unless appropriate steps are taken to safeguard these legitimate interests. However, if no justified objection is made within the time limit stated above, it will be understood that the publication is allowed.

Parties may agree (in writing) to different time limits from those set out above.

In case of objection, the parties involved should try to discuss how to overcome the matters raised in the objection in good time.

If a dispute about a dissemination activity cannot be settled amicably within [number] days following the first submission of the proposed dissemination activity, [the consortium's decision-making body] shall decide how to resolve the conflict.

No party shall disseminate another party's results even if these results are linked to its own, unless the other party has previously approved this in writing."

Article 6 – Confidentiality

Define what information disclosed during your project is confidential. You should set up procedures about disclosing information, specifying what constitutes unauthorised disclosure and what does not.

In this section, you should address confidentiality after the project has ended too. Indicate how long confidentiality obligations apply for. For example: “The confidentiality obligations described in this section will apply during the project, and for five years following the end of the project”.

You might decide, for example, that if any person, company or other entity wishes to join the project at a later stage, they must sign a new mutual confidentiality agreement with each of the signatories of your Consortium Agreement.

Article 7 – Data protection and privacy

Explain whether personal data will be processed and whether this is necessary for any participant to perform assigned tasks. You should also describe how use of personal data will be regulated.

State whether you have complied with current personal data legislation requirements, obtained necessary authorisations for transferring and communicating personal data and informed relevant participants.

Article 8 – Publications

In this section, define what publications of the project results are allowed and the conditions for publication (prior notice and consent, objections, etc.).

Article 9 – Liability

State the responsibilities of the project coordinator, and the responsibilities of project participants for one another and third parties.

In addition, indicate to what extent a participant causing damages or injury to another participant, goods or people will be held liable (e.g., limitations of liability).

You can set up actions and financial penalties in case there is damage or injury (including withdrawal, fault or dismissal from the consortium). You can also plan actions, solutions and penalties in response to bankruptcy.

Finally, you should outline actions and remedies for force majeure.

Article 10 – Final clauses

10.1 Entry into force

Define when your Consortium Agreement comes into force and ends.

10.2 Termination

Explain the termination clauses and the consequences of withdrawal of one or more participant. In particular, explain the terms of communication, ownership and exploitation of your project's results.

10.3 Annexes

List your annexes (e.g., work plan).

10.4 Settlement of disputes

Define how disputes should be settled if there is a disagreement between participants because of, or in connection with your Consortium Agreement.

10.5 Amendment

Describe a flexible procedure for making amendments to your Consortium Agreement.

10.6 Assignment

This subsection should determine the conditions to assign or otherwise transfer partially or totally any of a participant's rights and obligations under the Consortium Agreement.

10.7 Language

Define the language your Consortium Agreement is drafted in and what language you will work in.

10.8 Governing law and competent court

Outline a governing law for your Consortium Agreement in case you need to implement legal proceedings.

Decide which dispute resolution methods you will use if there is an internal conflict (e.g., defining the competent court or alternative dispute resolution systems like mediation, conciliation or arbitration).

Article 11 – Signatures

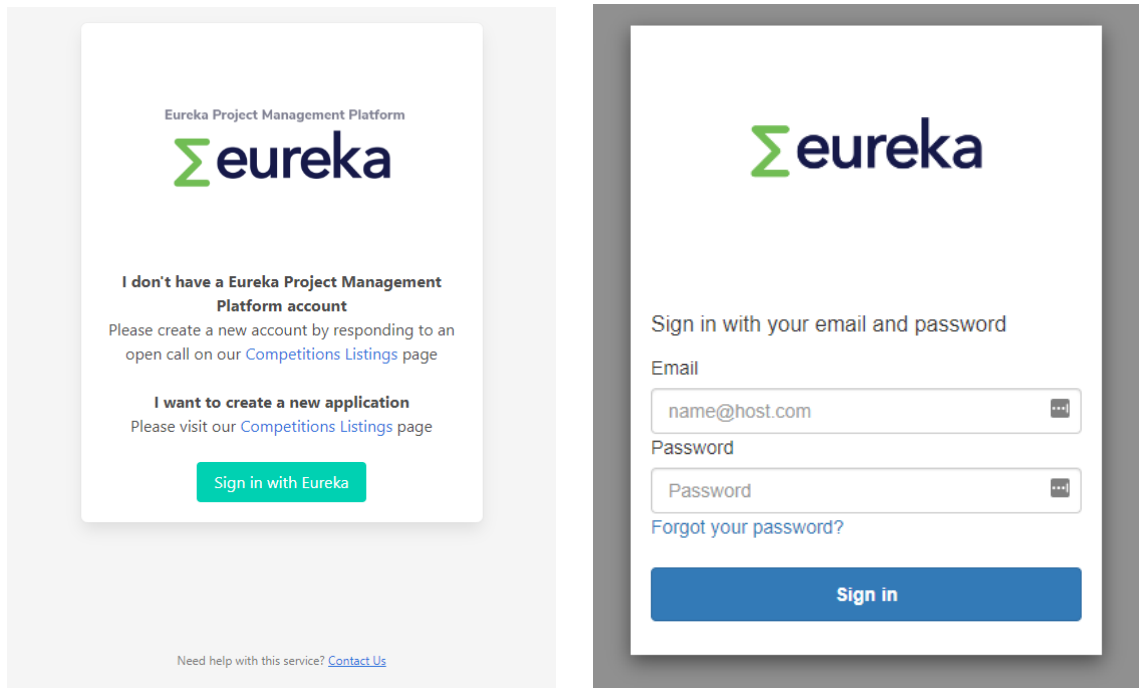
The official representative of each project participant must sign.

It is good practice to include the designation of the party and details for the official representative:

- name,
- title,
- function,
- official address,
- email and
- date and place of signature.

How to upload your Consortium Agreement

- The main project partner can access the PMP via the following URL:
<https://myeurekaproject.org/>
- Once on the website, you will see the following windows where you can click “Sign in with Eureka” and login by indicating your email address and your password, then clicking on “Sign in”. Please be aware that this login is case sensitive (capital letters etc.).



- Once logged in, you can see your dashboard on the platform. Scroll down until you see your approved application under “Approved projects”:

Approved projects

Approved Application 1

Application number: 51

Call: Eurostars 3 Expert Assessed Call

- Click on your project, then on “Consortium Agreement”:

Monitor project

Project id
51

Project name
Approved Application 1

Project acronym
AA1

Project start date
5 May 2021

Project duration
24 months

Project end date
5 May 2023

Call name
Eurostars 3 Expert Assessed Call

Monitoring status
[Not started \[05/12/2022\]](#)

[Application form](#)

[Consortium agreement](#)

To be completed

- Once on the “Consortium Agreement” tab, you will be able to upload your Consortium Agreement by clicking on the button “Upload”:

51: Approved Application 1

Consortium agreement

The main partner in the consortium needs to complete and submit the Consortium Agreement

Consortium agreement document

[▶ What is the Consortium Agreement](#)

No file currently uploaded.

Upload

Before taking these steps, the Consortium Agreement status is “To be completed”. Once the file is submitted, the status should be “Pending”. “Completed” means that the CA has been accepted by the ESE Project Officer.

- Below the button “Upload”, participants can select their start date of their project under the question “When does your project start?”. It is therefore possible to either confirm the start date indicated in the application form or to update it by indicating a new start date. The date you select is recommended as the official project common start date. Please note that the project cannot start before the date of the approval sent by the Eureka association.

Please select the start date of your project. The date you select is recommended as the official project common start date. Please note that the project cannot start before the date of the approval sent by the Eureka association

Your start date indicated in the application form is 1 June 2022

When does your project start?

Day Month Year

DD	MM	YYYY
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Submit

Notifications

All participants in the project will be notified via email once the project is accepted for funding. The email will contain a link to access the Consortium Agreement in the Project Management Platform.

The consortium will have 6 weeks to upload the document. If the document will not be uploaded on time, participants will receive reminders.

For any questions, contact projects@eurostars-eureka.eu

Information security

The Eureka Secretariat is situated in the Kingdom of Belgium and governed by Belgian data protection laws.

More information can be found (in English, Dutch and French) on <http://www.privacycommission.be>

The information that project participants provide will be used to monitor all aspects of their project. This includes information on in-house and Eurostars-contracted Programme Managers' computers and management information systems.

Information will be shared with relevant national funding bodies.

In addition, information may be used to generate and collate output and performance indicators and other management statistics. It may also be used in policy and strategy studies to inform management for carrying out the Eureka Secretariat's business activities and in improving processes.

Any queries on issues relating to data protection should be addressed to: Eureka Network, Avenue de Tervueren 2, 1040 Brussels, Belgium.