

PROVISIONS FOR IMPLEMENTING NETWORKS OF EXCELLENCE

Background document

This is a practical guide on the provisions for implementing networks of excellence in the Sixth Framework Programme.

This document, together with practical guides on other instruments and other relevant documents, including a link to the model contract, is available on the Europa website:

http://europa.eu.int/comm/research/fp6/instruments_en.html

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Edition: 12 May 2003

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Standard Disclaimer

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1. GENERAL ASPECTS

1.1. Purpose

Networks of excellence are designed to **strengthen scientific and technological excellence** on a particular research topic by **integrating** at European level the **critical mass** of resources and expertise needed to provide European leadership and to be a world force in that topic. This expertise will be networked around a joint programme of activities aimed principally at creating a **progressive and durable integration** of the research capacities of the network partners while, of course, at the same time advancing knowledge on the topic.

Networks of excellence are therefore an instrument designed primarily to **overcome the fragmentation of European research where the main deliverable consists of a durable structuring and shaping of the way that research in Europe is carried out on particular research topic.**

It is important that these networks do not act as “closed clubs”, concentrating only on strengthening the excellence of the partners inside the network. Each network will therefore also be given a mission to **spread excellence** beyond the boundaries of its partnership. Training will be an essential component of this mission.

Networks of excellence are to be used in implementing the priority thematic areas of the Sixth Framework Programme (FP6). They may also be used, in duly justified cases, in the research areas supporting policies and anticipating scientific and technological needs (the so-called 8th priority), when the objective in question can be better achieved by these means.

1.2. Size and critical mass

Networks of excellence will be expected to have ambitious goals particularly in terms of providing European leadership and creating a world force. They must assemble the critical mass of resources and expertise needed to achieve those goals. It is not possible to fix in advance a minimum value for this critical mass, as it will vary from topic to topic. Calls for proposals may provide an indication of the critical mass required so as to ensure the achievement of the objectives on the topic considered.

Networks of excellence must involve at least three legal entities from three different Member States or Associated States, of which at least two should be from Member States or Associated Candidate Countries. The relevant call for proposals may specify a higher minimum number of participants. It is expected that in practice the number of participants will be substantially higher than three and generally at least six.

Larger networks may involve hundreds of researchers. Others may be of a much more limited size, provided that they pursue ambitious goals and mobilise the critical mass needed to achieve these goals.

In all cases, the number of participants and volume of resources to be integrated should be compatible with a) the overall objective of a meaningful long-term integration of the research capacities of the participants and b) the manageability of the whole endeavour. In this light, networks of excellence are to be sharply distinguished from FP5 thematic networks, or indeed co-ordination actions under FP6, which may accommodate much larger numbers of participants.

1.3. Duration of the Community support

The duration of the Community support is another important aspect of critical mass, since a network must be supported long enough for its integration to take on a lasting nature. Support, in many cases, may therefore be needed up to five years and, in exceptional duly justified cases, perhaps more. In no case, however, will support be granted for more than seven years.

1.4. Indicators for integration

The main factors that will need to be examined by those assessing the quality of the integration in a network will include the following:

- the extent of mutual specialisation and mutual complementarity, particularly through the regular co-programming of the partners' activities, through the building up of strengths and the shrinking of weaknesses, and perhaps through the relocation of resources;
- the sharing and development for common use of research infrastructures, equipment, tools and platforms;
- the regular joint execution of research projects;
- interactive working between the partners using electronic communication systems;
- the joint management of the knowledge portfolio;
- joint programme of training for researchers and other key staff;
- a coherent management framework that encourages staff mobility, staff exchanges, the interoperability of data and other systems, common approaches to science and society issues and gender equality in research.

1.5. Participants

A **participant** means a legal entity contributing to the project and having rights and obligations with regard to the Community under the terms of the contract.

Participants may be research entities such as: research centres, universities, enterprises, including SMEs, and research and technology organisations. Organisations having particular competence in terms of knowledge management, dissemination and transfer and organisations representing potential users and other stakeholders in the research may also take part, when their participation is relevant to the goals of the network. Individual researchers may not be participants in a network of excellence.

A European Economic Interest Grouping (EEIG) (or any legal entity established in a Member State or Associated State made up of independent legal entities) may be the sole participant of a network of excellence provided that its composition is in accordance with the conditions fixing the minimum number of participants.

Networks of excellence will be open to the participation of international organisations and entities from non-associated third countries (*see Annex I*). In certain cases, their participation may be taken into account when calculating the grant that a network will receive.

2. THE JOINT PROGRAMME OF ACTIVITIES

The joint programme of activities (JPA) is the collective vehicle for achieving the objectives of the network. The JPA should consist of a coherent set of new or re-oriented activities that the participants undertake jointly. The JPA will have several components:

- a set of **integrating activities** aimed at bringing about the structuring and shaping of how the participants carry out research on the topic considered;
- a programme of **jointly executed research** to support the network's goals;
- a set of activities designed to **spread excellence**, an essential element of which will be a joint programme of training for researchers and other key staff;

All the network's activities should be carried out within a **coherent framework for the management of the consortium**.

Each network should contribute to the **promotion of gender equality** through the mainstreaming of the gender dimension in its activities. In addition, it should ensure **respect of basic ethical principles**, when relevant.

As part of the work, the consortium should also engage with actors beyond the research community and with the public as a whole, to help spread awareness and knowledge and to explore the wider societal implications of the network activities.

2.1. Integrating activities

These activities are those that are directly targeted at the creation of a strong and lasting integration of the activities of the participants in the network. They may include:

- co-ordinated programming and adaptation of the participants' activities in research in order to strengthen their complementarity and develop mutual specialisation;
- sharing common research tools and platforms;
- joint use of research infrastructures, and adaptation of the existing facilities with a view to their shared use;
- exchanges of personnel, opening of positions to researchers from other members of the network, staff mobility;
- relocation of staff, perhaps of whole teams and equipment;
- integrated management of knowledge and intellectual property;
- reinforcement of electronic information and communication networks to support interactive working between the teams involved.

2.2. A programme of jointly executed research

This consists of research activities jointly executed to support the network's goals, for example by developing new research tools and platforms for common use or by generating new knowledge to fill gaps in or to extend the collective knowledge portfolio.

2.3. Activities designed to spread excellence

An essential feature of the activities aimed at spreading excellence will be a joint programme for training researchers and other key staff, since the steady supply of skilled staff is indispensable to the sustainability of European excellence in the topic considered¹.

Other activities to spread excellence may include dissemination and communication activities, (including public awareness and understanding of science) and, more generally, networking activities to help transfer knowledge to teams external to the network.

Another way of spreading excellence could consist of promoting the exploitation of the results generated within the network. Accordingly, when appropriate, networks of excellence should include innovation-related activities concerning, for example, the protection of knowledge generated within the network, assessing the socio-economic impact of the knowledge and technologies generated and developing a plan for the use and dissemination of the knowledge. Take-up activities may be included, especially those targeted at SMEs.

2.4. Management of the consortium

Given the range of activities that will take place within the frame of the network and the potential for mutually reinforced effects, it will be important to create a coherent management framework. The following activities are included within the broad heading of consortium management:

- overall co-ordination of the joint activities of the network;
- communication with the Commission services and co-ordinating all reporting required under the contract;
- activities linked to consortium-level financial and accounting management and legal issues;
- co-ordination of the knowledge management activities and, when appropriate, other innovation-related activities;
- overseeing the promotion of gender equality within the network;
- overseeing science and society issues related to the topics of the network;

¹ The financing as network of excellence does not prejudice any decision of the Commission regarding other requests from the consortium for financial support, for example in the frame of Marie Curie schemes.

- supporting the work of the governing board and other network bodies;
- obtaining audit certificates by each of the participants;
- implementation of competitive calls by the consortium for the participation of new participants, in accordance with the provisions of the contract;
- maintenance of the consortium agreement;
- obtaining any financial security such as bank guarantees when requested by the Commission.

3. FINANCIAL REGIME

Since a network of excellence has to bring about a durable integration of the research capacities of its participants and that implies change, the financial support from the Community must be targeted at overcoming the barriers to that change. These barriers are predominantly organisational, cultural and human. As such, the financing needed to overcome them cannot be quantified in normal accounting terms.

For those reasons, a regime for financial support based on the concept of an incentive to integration has been developed. The regime has been built on the following principles:

- a **grant for integration**, as a **fixed amount** to support the joint programme of activities;
- to be calculated taking into account (a) the degree of integration proposed by the consortium, (b) the number of researchers that all participants intend to integrate, (c) the characteristics of the field of research concerned and (d) the joint programme of activities;
- to be disbursed in **annual instalments**, with payment depending primarily on the network's progress towards achieving a durable integration and on condition that the eligible costs incurred in implementing the joint programme of activities are greater than the grant itself.

The scale of a grant to a network must be sufficient to overcome the various barriers to integration on the one hand, while avoiding the risk of creating dependence on financial support from the Community on the other. Any such dependence would prejudice the durable nature of the integration, which is of course the Community's main purpose for supporting a network.

As the contract will not fix the distribution of the grant, either between the participants or between the activities of the joint programme of activities, the consortium will be free to distribute the grant as it wishes inside the network.

3.1. Calculation of the grant

Building the “degree of integration” and “the joint programme of activities” into the selection and financing of networks

During the evaluation of the proposals, only those proposals that reach a pre-determined threshold for the criterion that covers the “degree of integration and the joint programme of activities” (see section 4.2.) will be considered for selection. This threshold will be set at a high level to ensure that only networks with the potential to deliver the degree of integration required from a network of excellence will be selected.

Furthermore, as already mentioned, the grant awarded to the network can be paid to the consortium only to the extent that the payments are less than the eligible costs incurred by the consortium in implementing the joint programme of activities.

Building the number of researchers into the financing of networks

The model contract contains a table that converts the headcount of the number of researchers that the participants intend to integrate into an annual average grant for the network as a whole. When determining this conversion table, the Commission has ensured that the grants to networks will not exceed 25 % of the value of the capacity and resources proposed for integration (when taking one network with another).

Calculating the number of researchers

The “number of researchers that the participants intend to integrate” will be calculated on the following basis:

- by “researcher” is meant research staff with at least four years of research experience or those in possession of a doctoral degree;
- a “researcher” must be either an employee of a participant or working under the direct management authority of a participant in the frame of a formal agreement between the participant and that researcher’s employer;
- by “number of researchers” is meant the headcount of those “researchers” that both (a) are identifiable by name at the time of the deadline for the submission to the Commission of the original proposal for this network of excellence and (b) constitute the research capacities of the contractors within the frame of the then proposed network of excellence;
- this initial set of names must be auditable.

Supplementary bonus for doctoral students

In view of the importance of training within a network of excellence, a supplementary bonus scheme has been introduced for “doctoral students” calculated on the basis of their number. “Doctoral students” means students who are enrolled on a recognised course of doctoral studies run by one of the participants and who do not meet the conditions to be considered as “researchers”. “Number of doctoral students” means the headcount of those “doctoral students” who are both (a) identifiable by name at the time of the deadline for the submission to the Commission of the proposal for the network of excellence and (b) engaged on research activities within the frame of the proposed network of excellence.

Calculation of the grant

The model contract contains a table to convert the overall “number of researchers” to be integrated into an average annual grant that a successful network is entitled to receive:

50 researchers	€1 million/year
100 researchers	€2 million/year
150 researchers	€3 million/year
250 researchers	€4 million/year
500 researchers	€5 million/year
1000 researchers and above	€6 million/year

The grant for an intermediate number of researchers is calculated by linear interpolation.

The bonus for “doctoral students” will be equivalent to €4,000/year multiplied by the “number of “doctoral students”, up to a maximum of 10 % of the grant for the “researchers”.

By way of illustration, a network of 200 “researchers” and 50 “doctoral students” being supported over 5 years would be granted a fixed amount totalling €18.5 million, which the network would eventually receive provided, of course, that the eligible costs incurred by the consortium in implementing the joint programme of activities turn out to be greater than this amount.

“Researchers” and “doctoral students” of a participant established in a third country shall be included in the calculation of the “number of researchers” and “number of doctoral students” only when the participant may receive a Community financial contribution.

The consortium, when taking into account aspects such as the characteristics of the field of research concerned, may request a lower grant for integration than that resulting from the method described above. In such cases, this lower amount will be the basis for any contract.

3.2. Disbursement of the grant

The schedule for the disbursement of the grant over the duration of the project will be specified in the joint programme of activities in Annex I of the contract. There will be some flexibility in the rate of annual payments both to enable the rhythm disbursements to reflect the JPA's needs for financial support and to enable the network to reduce disbursements towards the end of the project as a means of minimising the risk of creating dependence on support from the Community. Furthermore, the schedule of disbursement of the grant may if necessary be updated in the context of the annual update cycle of the joint programme of activities.

At the start of the contract, the Commission will make an advance payment for the first one-and-a-half years equivalent to 85 % of its foreseen grant for that 18-month period. Then, at the end of the first 12 months, its foreseen grant for those 12 months would be considered to be a full and final disbursement for the period (subject of course to ex-post audits), provided the following conditions are fulfilled:

- that the network is making satisfactory progress towards achieving its agreed objectives, in particular the durable integration of the research capacities of the participants, as judged by the annual review arranged by the Commission services with the assistance of independent experts;
- that eligible costs of at least the value of that year's disbursement were incurred in implementing the joint programme of activities. A statement to this effect will need to be certified by an independent auditor or by a competent public official in the case of a public body or international organisation. *Annex II* describes the cost models to be used by the participants in establishing their cost statements.

A supplementary advance (*pre-financing*) for the following 18-month period would be paid once this process is complete and once the rolling detailed JPA for that period has been agreed. These subsequent advances could also be adjusted for any earlier underpayments compared with the originally foreseen rhythm of disbursements.

It must be emphasised that, although the grant to the network will have been calculated largely on the basis of a head-count of researchers and doctoral students in the participants at the time of the proposal deadline, the distribution of the grant between the participants is for the consortium to decide.

4. THE PROPOSAL STAGE AND THE NEGOTIATION PROCESS

4.1. Calls for proposals

Calls for proposals will be published in the Official Journal of the European Communities and widely disseminated by other means, including the Europa and Cordis web-sites and through the network of National Contact Points.

Invitations to submit expressions of interest

Invitations to submit expressions of interest may be issued prior to calls for project proposals. The first such invitation was published on 20 March 2002 with a deadline of 7 June 2002. The results of this exercise were published on www.cordis.lu/fp6/eoi-instruments in September 2002.

The expressions of interest phase will enable the Commission to better identify specific topics to be addressed by networks of excellence in the subsequent calls for proposals. This will enable the calls to be more tightly focused, hence reducing over-subscription. Expressions of interest will also help in proposal making and consortium building.

Expressions of interest should include a rationale for proposing the topic suitable for a network of excellence, a description of the potential expertise, skills and resources available to implement it and a demonstration of the readiness to submit a proposal to the subsequent call for proposals.

Where appropriate, the Commission may modify, merge or subdivide the topics submitted. However, any topic not submitted as an expression of interest risks being excluded from the subsequent call.

Network of excellence proposals

The information package relevant to the call for proposals describes the content of a proposal.

In order to help simplify proposal making, the information provided should be only of sufficient “management-level” detail as to allow an objective evaluation of the scientific/technical merit of the proposal and of the resources that will be employed. Further details may then be requested as necessary, during the evaluation and negotiation phases.

Furthermore, applicants will be asked to provide only an outline JPA for the full duration of the support to the network. A detailed JPA will be required only for the first 18 months.

At the time they present their proposal, the participants should have collectively at least the potential resources (financial and material) needed to carry out the network, should it be supported by the Community.

Two-stage proposal submission

The Commission may also choose to arrange its calls for proposals in two stages, where in the first stage an outline proposal providing the essential aspects of the proposed network is submitted and evaluated with the help of external experts, and a full proposal is submitted in a second stage by those retained after that initial evaluation. When a two-step approach is to be followed, it will be specified in the call for proposals.

4.2. Evaluation of proposals

The fundamental principles that govern the proposal evaluation system are:

- **Quality:** Projects selected for funding must demonstrate a high scientific, technical and managerial quality in the context of the objectives of the specific programme in question.
- **Transparency:** In order to provide a clear framework for researchers preparing proposals for funding and for evaluators evaluating proposals, the process of reaching those funding decisions must be clearly described and available to any interested party. In addition, adequate feedback must be provided to proposers on the outcome of the evaluation of their proposals.
- **Equality of treatment:** All proposals must be treated alike, irrespective of where they originate or the identity of the proposers.
- **Impartiality:** All proposals must be treated impartially on their merits.
- **Efficiency and speed:** The procedures must be designed to be as rapid as possible, commensurate with maintaining the quality of the evaluation, to be cost effective and to respect the legal framework within which the specific programme is managed.
- **Ethical considerations:** Any proposal that contravenes fundamental ethical principles may be excluded from being evaluated or selected at any time.

Peer review

Evaluation will be conducted by the Commission services with the assistance of independent experts according to the principles of “**peer review**”. However the system used for the evaluation of RTD projects in the Fifth Framework Programme will need to be strengthened in order to reflect the more ambitious goals and scale of networks of excellence.

Possibilities for strengthening the peer review system for networks of excellence include: the more systematic use of remote assessment prior to panel meetings and hearings of applicants by the panel, in particular to allow applicants to answer questions not covered in the proposal itself. Such hearings would act as an additional means of simplifying proposal making, since proposals would no longer have to foresee answers to all possible questions that the experts might wish to ask. Two-stage submission (where only those applicants whose outline proposals pass the first stage will be invited to submit a full proposal) may also be considered.

Evaluation criteria

The following set of issues is intended to be a common basis for the evaluation of proposals for networks of excellence.

- **Relevance to the objectives of the programme.** The extent to which:
 - the proposed network **addresses the objectives** of the work programme.
- **Potential impact.** The extent to which:
 - Europe has a strategic need **to strengthen S&T excellence on the topic** by means of a restructuring of the existing research capacities and the way research is carried out;
 - the goals of the network are, in that connection, **suitably ambitious**, particularly in terms of achieving European leadership and acting as a world force on this topic;
 - the proposed network demonstrates a clear **added value** in carrying out the work at European level and takes account of research activities at national level and under European initiatives (e.g. Eureka)
 - there is an effective plan for **spreading excellence**, exploiting results and disseminating knowledge to those outside the network;
 - the proposed **approach is likely to have a durable structuring impact** on European research.
- **Excellence of the participants.** The extent to which:
 - the **participants are currently conducting excellent research** relevant to the topic of the network or are capable of important contributions to the joint programme of activities;
 - the participants are **well suited to the tasks** assigned to them;
 - they have **collectively the necessary critical mass of expertise and resources** to carry out the joint programme of activities successfully.
- **Degree of integration and the joint programme of activities.** The extent to which:
 - the expected **degree of integration** justifies supporting the proposal as a network of excellence;
 - the **joint programme of activities** is sufficiently well-designed to achieve the expected degree of integration;
 - the participating organisations have made a convincing commitment towards a **deep and durable integration** continuing beyond the period of Community support.
- **Organisation and management.** The extent to which:
 - the organisational structure of the network provides **a secure frame for any necessary structural decisions** to be taken;
 - the **management of the network** is demonstrably of high quality;
 - there is a well-considered plan for **promoting gender equality** in the network

In addition, the following questions may also be addressed at any appropriate moment in the evaluation:

- Are there **gender** issues associated with the subject of the proposal? If so, have they been adequately taken into account?
- Are there **ethical** and/or **safety** issues associated with the subject of the proposal? If so, have they been adequately taken into account in the preparation of the proposal? Is the proposed research compliant with fundamental ethical principles, if relevant? All proposals before they are selected for funding and which deal with sensitive ethical issues and any proposal for which ethical concerns have been identified during the scientific evaluation may be reviewed by a separate ethical review panel.

- To what extent does the proposal demonstrate a readiness to engage with actors beyond the research community and the public as a whole, to help spread awareness and knowledge and to explore the wider **societal implications** of the proposed work?
- Have the synergies with **education** at all levels been clearly set out?

4.3. The negotiation process

For proposals that are successfully evaluated, the subsequent negotiation between the Commission services, possibly with the assistance of external experts, and the participants, will deal in particular with the following aspects:

- to finalise the objectives of the network, which should subsequently remain stable over the full duration of the contract;
- to agree an outline joint programme of activities for the full duration of the contract, which in most respects should also be considered to be fixed;
- to fix a detailed joint programme of activities for the first 18 months, which will subsequently roll forward annually with the approval of the Commission;
- to agree the performance indicators for this period, both qualitative and quantitative, for measuring progress towards durable integration (to be used by the Commission for the results-based follow-up and for the settlement of payments);
- to agree on the number of researchers that all participants intend to integrate (to form the basis for calculating the grant);
- to agree on the number of doctoral students involved in research activities in the frame of the network (to calculate the supplementary bonus);
- to agree on the duration of the contract (any duration longer than 5 years will need to have a thorough justification);
- to agree on the schedule for the disbursements of the grant.

Because of the results-based nature of the contract, the negotiation phase will be of particular importance, both for the contractors and for the Commission.

The principles applicable in the negotiation phase will be detailed in publicly available guidelines.

5. THE CONTRACT

The text of the model contract, together with explanatory documents, can be found at:

<http://www.cordis.lu/fp6/find-doc.htm>

5.1. Content of the contract

The contract with the Commission will establish the rights and obligations of participants and in particular the arrangements for the monitoring of the progress towards a durable integration as well as for the technical, technological, financial monitoring the network, and, where appropriate, ethical monitoring of the network, the updating its joint programme of activities, changes in consortium membership, as well as rules regarding intellectual property rights.

The contract may be structured along the following issues:

- a **core** text containing the scope, duration, maximum Community contribution, deliverables, reporting and payment schedule, and the list of participants;
- a **technical annex** (Annex I) containing (a) the objectives of the network, an outline joint programme of activities for the whole duration of the contract, a description of the role of the participants, a description of the deliverables, ethical provisions, and a description of the management and organisation structure, (b) a detailed joint programme of activities for an 18 month period and relevant performance indicators; and (c) the schedule for the disbursement of the grant;
- **general conditions** (Annex II) common to all FP 6 instruments, covering standard legal and administrative provisions, the IPR regime, and standard financial provisions among others;

- **conditions specific to networks of excellence** (Annex III), notably: the mechanism for updating the joint programme of activities; the method of calculation of the Community financial contribution; the annual review procedure.

Where it is necessary to **subcontract** elements of the work to be carried out, this should be clearly identified in Annex I. Contractors may subcontract other minor services and supplies that do not represent core elements of the project work, that cannot be directly assumed by them and where this proves necessary for the performance of their work under the project.

The breakdown of the Community contribution **will not be fixed in the contract either by activity or by participant**. This will give a degree of flexibility to the consortium on the distribution of the Community contribution and will also eliminate a good part of its micromanagement associated with FP 5 contracts.

5.2. Contracting parties

The contract shall be concluded between the Commission and all the participants (or with a common legal structure that represents them from the legal point of view). It shall enter into force on signature by the Commission and the co-ordinator. The other participants identified in the contract shall accede to it in accordance with it and shall enjoy the rights and assume the obligations of participants.

Any participant joining an ongoing project shall accede to the contract and enjoy the rights and assume the obligations of participants toward the Community.

5.3. Role of the co-ordinator

The consortium must designate one of its participants to act as the co-ordinator of the network. The following tasks of the co-ordinator will be specified in the contract:

- a) act as the intermediary between the consortium and the Commission. All information related to the network is to be transmitted by the consortium to the Commission through the co-ordinator, with the exceptions foreseen in the contract;
- b) receive all payments made by the Commission and administer the Community contribution regarding its allocation between contractors and activities in accordance with this contract and decisions taken by the consortium. The co-ordinator should ensure that the appropriate payments are made to contractors without unjustified delay;
- c) keep accounts making it possible to determine at any time what portion of the Community funds has been allocated to each contractor for the purposes of the network and inform the Commission of the distribution of the funds and the date of transfers to the contractors on an annual basis;
- d) ensure that the tasks regarding the signature of the contract by the other contractors are carried out in a timely and correct manner.

The consortium may, of course, agree to entrust other tasks to the co-ordinator, in particular under the terms of any consortium agreement between the participants.

5.4. Collective responsibility of the participants

The technical implementation of the network will be the collective responsibility of the participants. Each participant will also be liable for the use of the Community financial contribution in proportion to his share of the network up to a maximum of the total payments it has received.

Should a participant breach the contract and should the consortium not make good this breach, the Commission may, as a last resort and if all other approaches have been explored, hold the participants liable under the following conditions:

- a) Independently of any action it may take against the defaulting participant, the Commission will require the remaining participants to implement the network.

- b) Should the implementation be impossible or should the remaining participants refuse to comply with subparagraph (a), the Commission may terminate the contract and recover the Community financial contribution. When investigating the financial disadvantage, the Commission will take into account the work already undertaken and results obtained, thereby establishing the debt.
- c) For that part of the debt established according to subparagraph (b) that is owed by the defaulting participant, the Commission will distribute it among the remaining participants on the basis of each participant's share of the expenses accepted and up to the amount of the Community financial contribution each participant is entitled to receive.

Where a participant is an international organisation, a public body or a legal entity whose participation to the network of excellence is guaranteed by a Member State or an Associated State, this participant is solely responsible for its own debt and will not be expected to bear the debt of any other participant.

Additional information can be found in Articles 17 and 18 of Annex II of the model contract.

5.5. Consortium agreement

The conclusion of a **consortium agreement** will be **mandatory** for all networks of excellence (unless otherwise specified in the relevant call for proposals). The need for a consortium agreement in part arises from the larger autonomy that consortia will be given and from the simplification of the contract with the Commission, for example with respect to the management of the Community contribution and to intellectual property. A **consortium agreement** may include:

- the internal organisation of the consortium, its **governance structure, decision-making processes and management arrangements**;
- arrangements for the distribution of the Community grant among participants and among activities;
- provisions for the settlement of disputes within the partnership;
- **specific arrangements concerning intellectual property** rights to be applied among the participants and their affiliates, in compliance with the general arrangements stipulated in the contract;
- **any other provision** necessary to ensure a sound management of the network of excellence.

The consortium agreement should be signed as early as possible and preferably no later than the date on which the contract with the Commission enters into force. The Commission will publish non-binding guidelines on points that may be addressed by a consortium agreement.

6. IMPLEMENTATION OF THE NETWORK

At the start of the contract, the consortium will have agreed with the Commission:

- an overall joint programme of activities for the full duration of the contract
- a detailed JPA for the first 18 months; and
- an initial list of participants.

The detailed JPA will be updated annually. Provisions in the contract will also allow the composition of the consortium to evolve as the network progresses.

6.1. Periodic reporting

Each year the consortium will submit to the Commission the following reports for the previous 12-months period, as well as a plan for the forthcoming 18-month period. The simultaneous submission of these documents allows optimal monitoring of progress by the Commission services and furnishes solid basis for the payment of the periodic advances:

- An **activity report** for the previous twelve months, containing:

- a management-level overview of the activities carried out by the network during the period as part of the joint programme of activities, comparing progresses against the plan;
 - a description of the progress achieved towards the integration of the research capacities of the network members, relating to the agreed performance indicators for the period;
 - the identification of problems encountered and the corrective action taken.
- A **management report** for the period, containing:
 - a) a **management-level justification of the resources** deployed by each participant, linking them to activities implemented and justifying the necessity of their use in implementing the JPA;
 - b) a **financial part**, consisting of:
 - a **financial statement** prepared by each participant, showing the total eligible costs incurred in implementing the JPA;
 - an **audit certificate** per participant, furnished by an independent external auditor or, in the case of a public body or international organisation, by a competent public official, certifying the overall total of eligible costs incurred by that participant;
 - a **summary financial report** prepared by the co-ordinator, consolidating the incurred costs of the consortium and the requested Community contribution;
 - a report on the **allocation of the Community financial contribution** to each participant made during that period.
 - An update of the detailed **joint programme of activities** for the eighteen months following the twelve-month period covered by the reports above, together with a revised set of performance indicators.

The Commission needs to review and approve all these documents. In doing so, the Commission will be assisted by external experts. Once the updated joint programme of activities for the period that follows have been approved (subject, when necessary, to ethical review), they will be incorporated in the contract through a contract amendment.

6.2. Evolution of the consortium (without additional funding)

The contract will specify the procedures for modifying the membership of the consortium within the limits of the Community contribution. The following general cases can be envisaged.

Replacement of a participant: When the consortium is faced with the need to replace a participant, for example one that has withdrawn, the new participant may be selected without a competitive call, unless this is considered useful by the consortium itself (or specifically requested by the Commission). The Commission may object to the inclusion of particular selected new participants on grounds such as financial precariousness or past frauds.

Expansion of the consortium: The consortium may itself decide to take in new participants as the network evolves, though without any additional financing from the Community.

6.3. Additional financial contribution to extend the network

The Commission may decide to launch calls for proposals enabling the Community contribution to existing networks of excellence to be increased in order to take in new participants that may have emerged since the initial proposal was made or, for example, to involve particular types of participants. This possibility may, for example, be a useful mechanism for stimulating take-up measures and enhancing the participation of SMEs. The evaluation will be carried out in accordance with the general principles used for the evaluation of networks of excellence.

6.4. Final reporting

In addition to the activity report, the management report and the report on the allocation of the Community financial contribution to each participant (referred to in Section 6.1) for the last period, the consortium is required to submit the following **final reports** to the Commission after the end of the project:

- a) a **final activity report** covering all the work, objectives, results and conclusions, and the final plan for using and disseminating the knowledge, including a summary of all these aspects;
- b) a **final management report** covering the full duration of the project including a summary financial report consolidating the claimed costs of all the contractors in an aggregate form covering the entire duration of the project;
- c) any **supplementary final reports** required by any Annex to the contract (especially Annex I: technical annex);
- d) a report on the **distribution between participants of the final payment** of the Community financial contribution.

Under point a), the report should cover in particular such issues as:

- an analysis of the extent, depth and potential durability of the integration realised among the participants in the network, compared to the performance indicators foreseen at the end of the contract;
- an assessment by the consortium of the impact of the network on strengthening and spreading excellence on the topic in Europe;
- an analysis of the impact of the network on the way that research is carried out in Europe on the topic considered compared to the situation described at the time of the submission of the proposal;
- an assessment of the technological impact of the activities of the network (technology transfer, spin-offs...);
- an assessment of the network's actions to promote gender equality.

6.5. Effective governance of the network

Because of the structuring nature of the network and because of the need to build on strengths and the tendency therefore for the participants to become mutually dependent, the network must establish an effective system of governance that ensures the active engagement of its participant organisations at the policy-making level.

One way of achieving that would be for each network to establish a “**governing board**”, consisting of high level representatives of the participant organisations. The main role of such a governing board would be to oversee the integration of the participants' activities.

The network may also wish to establish a “**scientific council**” involving external experts, to advise it on the nature of its joint programme of activities and, in particular, on its dual mission of both strengthening and spreading excellence in Europe.

7. FOLLOW-UP AND MONITORING

The Commission services will monitor the network so as to ensure proper work execution according to the terms of the contract, to protect the Community's financial interests, to reinforce public accountability and to ensure maximum synergy and coherence with other actions within the specific programme. The Commission will need to develop a robust scheme suitable for the output monitoring of networks of excellence. Such a possible scheme is outlined below.

7.1. Regular follow-up by Commission services

A project officer from among the Commission staff, or a team of project officers, will be assigned to each network. Other persons, internal or external to the Commission with the appropriate technical expertise may assist the project officer. The project officer maintains close contact with the network management team in order to ensure proper overall monitoring, as well as timely feed-back between the project and the Commission on developments needing particular attention. The tasks of a project officer include:

- serving as a permanent contact point for the network;
- arranging the follow-up of the network, including analysis of all network's reports, both from the integration point of view and from the financial/managerial points of view;

- attending all formal network reviews and any consortium meetings where this is deemed necessary.

The contract may foresee the following reviews by the Commission, all with the possible assistance of external experts:

- **annual reviews:** each twelve months during the implementation of a network, the Commission will arrange an independent review of the progress towards its agreed objectives and of the plans for the next period. This review will be based on a set of criteria that will include, in particular, a criterion on “the degree of integration and the joint programme of activities” similar to that used in evaluating the initial proposal. If the project fails an annual review, there exist two possibilities: a) the Commission may decide immediately to terminate the contract, or b) it may propose to the consortium to choose between the following options:

- to continue the project for a further period of twelve months on the basis of the consortium’s proposed joint programme of activities, but without any further advance payment (*pre-financing*) and without any finalisation of payment of the Community financial contribution in respect of the previous period.

or

- to terminate the contract.

If the consortium chooses the first option, at the end of this further period, the Commission shall arrange a new review. If this time the project passes the review, the Commission shall pay the Community financial contribution for both previous periods and the contract will continue as if the suspension of pre-financing had not taken place. If the project again fails the review, the Commission shall terminate the contract.

- **an end-of-term review:** primarily to assess the extent, depth and potential durability of the network’s integration and the impact of the network on structuring and shaping the way research is carried out in Europe on the topic considered.

More specific technical audits, as well as financial and technological audits, may also be launched by the Commission (see next section).

7.2. Audits

The model contract will specify an audit regime to enable the Commission to proceed to audits, dealing with **technical, technological** (innovation impact), **financial and ethical** aspects:

- **Technical audits** may be launched at any point during the implementation of the network in order to verify that the network is being or has been carried out in accordance with the conditions indicated by the participants. The annual review will be considered a technical audit.
- **Financial audits** may be launched at any time, and may deal with any financial aspect of the contract. For each network, it is expected that **at least one financial audit will be carried out** within the auditable period.
- **Technological audits** dealing with the use and dissemination of results may be launched at the end of all the networks, but may also be carried out earlier, if considered necessary by the Commission.
- **Ethical audits** may be launched at any time during the implementation of the project in order to verify that the project is respecting fundamental ethical principles and national regulations.

Various audits may be undertaken simultaneously. In particular, parallel technical and financial audits of a given network might be opportune. The Commission itself will conduct the audits or entitle another entity to do so.

8. INTELLECTUAL PROPERTY

8.1. General principles

The rules regarding the protection, dissemination and use of knowledge have been **simplified** and a larger **flexibility** is granted to the participants:

- rules are identical for all participants;
- rules concentrate on the principles and provisions considered necessary for an efficient co-operation and the appropriate use and dissemination of the results;
- participants may define among themselves the arrangements that fit them the best within the framework provided in the model contract.

It should be noted that the same rules are intended to apply, when relevant, to all instruments used for implementing FP 6.

8.2. Ownership of knowledge

Since networks of excellence are not funded 100 % by the Community, participants will own the intellectual property of the knowledge resulting from the joint programme of activities.

8.3. Protection of knowledge

The owner of knowledge should provide adequate and effective protection for knowledge that is capable of industrial or commercial application.

The Commission may adopt protective measures when it considers it necessary to protect knowledge in a particular country and when such protection has not been applied for or has been waived.

Participants may publish information on the knowledge resulting, provided this does not affect the protection of that knowledge.

8.4. Use and dissemination of knowledge

Participants shall use or cause the use of the knowledge arising from the jointly executed research of the network, which they own, in accordance with their interests and with the provisions agreed among them.

If dissemination of knowledge does not adversely affect its protection or its use, it should be disseminated by the participants within a period laid down by the Community. If the participants fail to do so, the Commission may disseminate the knowledge. In doing that, the Commission and the contractors should take into consideration the following elements:

- the benefits of swift dissemination (in order to avoid duplication of research efforts and create synergies between actions);
- the need to safeguard intellectual property rights;
- confidentiality;
- the legitimate interests of the participants.

8.5. Access rights

Main principles

The provisions relating to access rights **are the same for all participants** (contrary to the FP5 situation, providing for different access rights for principal/assistant contractors). As a consequence, the table summarising the access rights system is much simpler (see below).

The control of pre-existing know-how by its owner(s) has been improved by making it possible for a participant to exclude specific pre-existing know-how from the obligation to grant access rights to it to

other participants (see below), in agreement with all the other participants before the start of the contract.

The control of knowledge resulting from the jointly executed research of the network by its owner(s) has also been improved: a participant enjoys access rights to another participant's knowledge only if such access rights are necessary for the first participant to use its own knowledge.

Obligatory access rights between different networks have been suppressed. However, the participants may conclude any agreement aimed at granting additional or more favourable access rights (including to third parties, e.g. affiliates), or at specifying the requirements applicable to access rights (without restricting them). Such provisions may for instance be included in consortium agreements.

The Commission may object to the granting of access rights to third parties, in particular to those which are not established in a Member State or an Associated State, if granting such rights is not in accordance with the interests of developing the competitiveness of European industry or with ethical principles, in particular those described in the Charter of Fundamental Rights of the European Union.

Access rights for the jointly executed research of the network

Inasmuch as such access rights are needed to carry out their own part of the joint programme of activities, **all participants** in the project **enjoy access rights** to: (a) the knowledge arising from work carried out under the joint programme of activities, and (b) the pre-existing know-how of the other participants.

Access rights **to knowledge** shall be granted **on a royalty-free basis**. Access rights **to pre-existing know-how** shall be granted **on a royalty-free basis**, unless other conditions have been agreed upon before signature of the contract.

Subject to its legitimate interests, the termination of the participation of a participant shall in no way affect the obligation to grant access rights for the execution of the network to the other participants until the end of the network.

Access rights for use purposes ("use" = exploitation + further research)

Inasmuch as such access rights are needed to use their own knowledge, participants in the network enjoy access rights to: (a) the knowledge arising from work carried out under the joint programme of activities and (b) the pre-existing know-how of the other participants.

Access rights **to knowledge** shall be granted **on a royalty-free basis**, **unless** other conditions were agreed upon before signature of the contract. Access rights **to pre-existing know-how** shall be granted **on non-discriminatory and reasonable conditions** to be agreed.

Subject to the participants' legitimate interests, access rights for use purposes may be requested until two years after the end of Community contribution or after the termination of the participation of a participant, whichever falls earlier, unless the participants agree on a longer period.

Summary of access rights

Access rights to pre-existing know-how	Access rights to knowledge resulting from the joint programme of activities
For carrying out the joint programme of activities	<p>Yes, if a participant needs them for carrying out his own work under the joint programme of activities</p> <hr style="border-top: 1px dashed black;"/> <p>Royalty-free unless otherwise agreed before signing the contract</p>
For use purposes (exploitation + further research)	<p>Yes, if a participant needs them for using his own knowledge</p> <hr style="border-top: 1px dashed black;"/> <p>On non-discriminatory and reasonable conditions to be agreed</p>
	<p>Royalty-free</p>
	<p>Royalty-free, unless otherwise agreed before signing the contract</p>
	<p>Possibility for participants to agree on exclusion of specific pre-existing know-how of a participant from this obligation before this participant signs the contract (or before entry of a new participant)</p>

ANNEX I

PARTICIPATION AND FINANCING POSSIBILITIES BY COUNTRY OF ESTABLISHMENT OF PARTICIPANT (IN 'FOCUSING AND INTEGRATING COMMUNITY RESEARCH' PART OF FP6)

Participant's country of establishment	Participation	Researchers and doctoral students taken into account when calculating the grant
European Union Member States, JRC	Rightfully	Rightfully
Associated States	Rightfully	Rightfully
International organisations of European interest	Rightfully	Rightfully
Russia, other New Independent States, Mediterranean Countries (including Western Balkans), developing countries	Rightfully over and above the minimum threshold	Within the limits of the budget available for international co-operation activities
Other third countries and other international organisations	Rightfully over and above the minimum threshold	If Community contribution is foreseen in the work programme or if it is essential for carrying out the project

COST REPORTING MODELS TO BE USED BY THE PARTICIPANTS IN A NETWORK OF EXCELLENCE WHEN ESTABLISHING THEIR FINANCIAL STATEMENTS

There are three cost reporting models:

- **FC**: a full-cost model in which all eligible direct and indirect costs may be charged to the contract;
- **FCF**: a simplified variant of the full-cost model, in which all eligible direct costs may be charged to the contract, together with a flat-rate of 20 % of all these direct costs, excluding subcontracts, which will be deemed to cover all related indirect costs;
- **AC**: an additional-cost model, covering all eligible direct costs that are additional to the recurring costs of a participant (with the exception of consortium management for which recurring costs would be eligible) together with a flat rate of 20 % of all these direct costs, excluding subcontracts, which will be deemed to cover all related non-recurring indirect costs.

Access to a cost model depends on the type of legal entity concerned:

- all legal entities can use the FC model with the exception of physical persons ;
- physical persons are obliged to use the AC model ;
- non-commercial or non-profit organisations established under either public law or private law and international organisations may choose one of the AC, FCF or FC models. However, only those non-commercial or non-profit organisations established under either public law or private law and international organisations that do not have an accounting system that allows the share of their direct and indirect costs relating to the project to be distinguished may opt for the AC model;
- legal entities defined as SMEs have the choice between the FC and FCF model.

Each participant will apply the same cost reporting model in all contracts established under the Sixth Framework Programme. However, as derogation to this principle:

- any legal entity that is eligible to opt for the AC model in a first contract can change to the FCF or the FC model in a later contract. If it does so, it must then use the new cost reporting model in subsequent contracts;
- any legal entity that is eligible to opt for the FCF model in a first contract can change to the FC model in a later contract. If it does so, it must then use the new cost reporting model in subsequent contracts.

For more detailed information on the cost regime please see the model contract and, in particular, its Annex II and Annex III, which can be found at: <http://www.cordis.lu/fp6/find-doc.htm>