

Report on the

Consultation on the DESCA Model

Consortium Agreement (Version 2.0)

March 2011

Table of Contents

Foreword

- 1. Executive Summary**
- 2. Design and methodology of the questionnaire**
- 3. Participation**
- 4. Feedback on the DESCA model as such, its use and the negotiation process**
 - 4.1. Use of the DESCA and other model agreements
 - 4.2. Added value of the DESCA model
 - 4.3. Critical issues in negotiations
 - 4.4. Use of the DESCA model for other instruments
 - 4.5. Need for more specific DESCA models
- 5. Findings and suggestions for modifications by DESCA sections**
 - 5.1. Sections 1-5: General issues**
 - 5.1.1. Section 1: Definitions
 - 5.1.2. Section 2 and 3: Purpose; Entry into force, duration and termination
 - 5.1.3. Section 4: Responsibilities of parties
 - 5.1.4. Section 5: Liability towards each other
 - 5.2. Sections 6 and 7: Governance and financial provisions**
 - 5.2.1. Section 6: Governance Structure - Medium-large projects
 - 5.2.2. Section 6: Governance Structure - Small projects
 - 5.2.3. Section 6: Governance Structure - For both modules (small and medium-large projects)
 - 5.2.4. Section 7: Financial provisions
 - 5.3. Sections 8-11: IPR and miscellaneous**
 - 5.3.1. Section 8: Foreground
 - 5.3.2. Section 9: Access Rights
 - 5.3.3. Section 10: Non-disclosure of information
 - 5.3.4. Section 11: Miscellaneous
 - 5.3.5. Module: Specific software provisions
 - 5.4. Further suggestions for improvement and general comments**
- 6. Open DESCA meeting on 23 September**
- Appendix: DESCA online-questionnaire**

Foreword

After three years of practical experience with the negotiation of FP7 projects, the DESCA group decided to consult FP7 stakeholders to give their opinion on how the DESCA model works in practice and whether improvements are needed. The consultation process consisted of an extensive online questionnaire followed by an Open DESCA meeting of stakeholders in Brussels. The questionnaire could be answered from 18 June until 12 August 2010, the stakeholder meeting took place on 23 September 2010. The aim was to listen to real world experience, to collect lessons learnt on the general approach and the specific articles of DESCA and to decide on this basis on a possible update of the current DESCA version 2.0.

About DESCA

The initiative DESCA (Development of a Simplified Consortium Agreement) has developed a comprehensive Model Consortium Agreement to offer a reliable frame of reference for project consortia. The signature of a Consortium Agreement between the partners of a research project is mandatory for most FP7 projects. The European Commission offers general guidance for these agreements only but no model agreement. Initiated by key FP7 stakeholder groups, and co-developed with the FP community it seeks to **balance the interests** of all of the main participant categories in FP research projects: large and small firms, universities, public research institutes and RTOs.

DESCA aims to provide a model Consortium Agreement that is as **simple and comprehensive** as possible avoiding unnecessary complexity in the wordings. Explanatory texts to illustrate and explain clauses and options are provided throughout the model. A modular structure that gives options for alternative modules and clauses where necessary ensures **flexibility**.

For more information see www.desca-fp7.eu

1. Executive Summary

1. Participation in the consultation: The questionnaire was completed by 106 FP7 experts from all different types of organisations and with different technological background. Respondents came from 19 different countries. The open meeting in Brussels was attended by 42 experts from 10 different countries.

2. Use of the DESCA model: The survey showed that the DESCA model is frequently used in FP7 projects covering all types of research areas. More than 50% of all respondents estimate that in their practice the DESCA model is used in 81-100% of the collaborative projects in FP7. Another 19% state that it was used in 61-80% of their projects.

3. Benefits of the DESCA model: Around 90% of participants in the survey state that DESCA saves time and costs. Moreover more than 85% of respondents find that the model simplified and facilitated the negotiation process of FP7 projects. 73% think that DESCA prevents power imbalances between project partners.

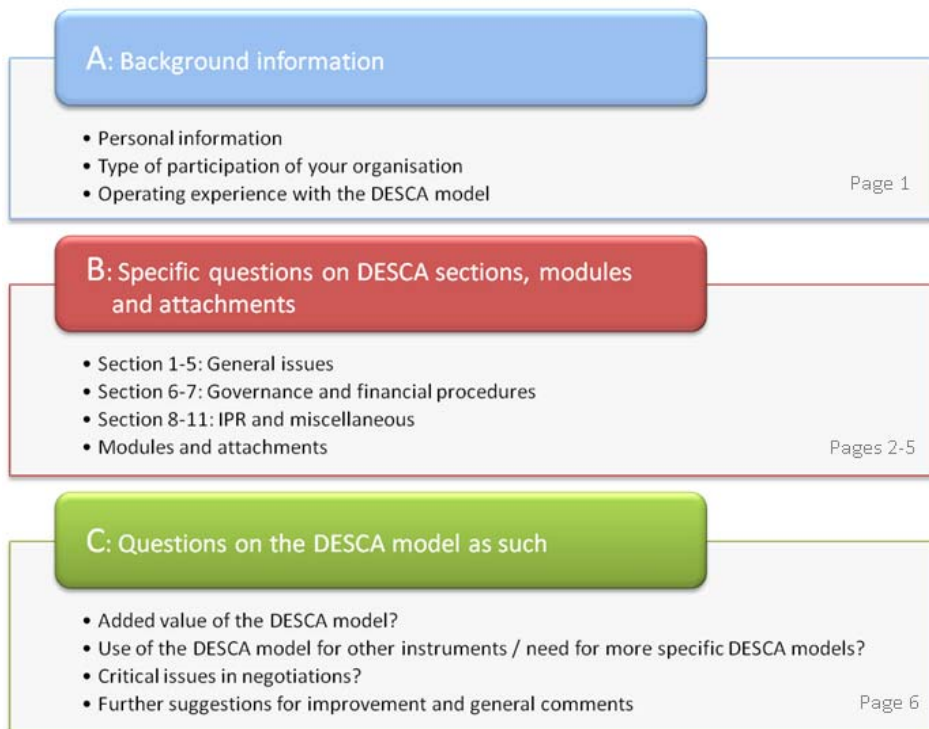
4. Suggestions for modifications and amendments: Most suggestions for modifications and amendments were received on sections 6 (Governance Structure), 7 (Financial Provisions) and 8 (Foreground).

- Suggestions for improvements in the Governance section mainly concern the addition of items to the decision/task list of the General Assembly and the Executive Board. Modification of the voting system is also suggested several times (e.g. voting rules based on budget size and casting vote for coordinator). Some participants request a simpler Governance Structure (deletion of Sub-Project Committee). However, others would like to add governance bodies, for instance an External Advisory Board.
- Suggestions for improvements in the section on Financial Provisions mainly concern the forwarding of EU payments. One controversy is whether the Coordinator should forward all payments without delay or whether the retention of a certain percentage or the payment in instalments for security reasons should be preferred.
- Suggestions for improvements in the section on Foreground mainly concern the Use of Joint Ownership. Some participants want the Use of Joint Ownership to be royalty free only for internal research and training activities and request compensation for commercial purposes. Where dissemination is concerned some respondents ask for less strict publication rules, in particular the introduction of a maximum limit of delaying a publication in case of objection.

2. Design and Methodology of the Questionnaire

The questionnaire followed the structure of the DESCA model, giving participants the possibility to leave detailed and precise comments and suggestions for modifications and amendments on every section of the model. It consisted of three main parts:

- A. Background information of the participant and his personal experience with the DESCA model;
- B. Specific questions on the different DESCA sections, modules and attachments and
- C. Questions on the DESCA model as such.



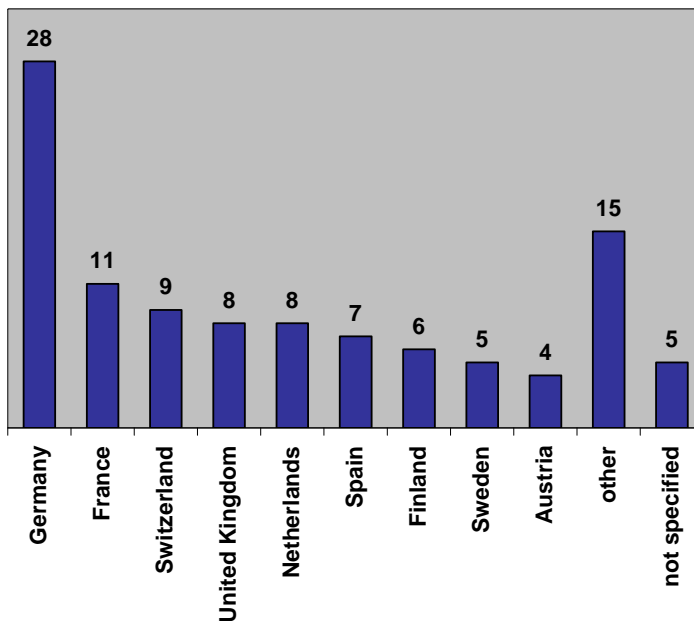
None of the questions were obligatory.

The DESCA questionnaire could be answered from 18 June until 12 August 2010. It was distributed to DESCA Core group and Consultation group members who were asked to circulate it to their different national and international partners. It was also passed on to organisations of the European Research Community such as RTD Liaison Offices in Brussels organised in IGLO (Informal Group of RTD Liaison Offices in Brussels) as well as to different National Contact Points. Furthermore, it was published on related websites and in various newsletters, for instance the EARTO newsletter (European Association of Research and Technology Organisations) and the AID newsletter from KoWi (Koordinierungsstelle EG der Wissenschaftsorganisationen). Also industry partners such as EUCAR (European Council for Automotive R&D) and EICTA (European Information and Communications Technology Industry Association) were asked to participate.

3. Participation

The DESCA questionnaire was completed by 106 participants, who are experts in the negotiation or execution of FP7 collaborative projects. 29 of them work for public bodies, 30 for secondary and higher education establishments, 35 for research organisations, 5 for SMEs and 1 for a non-SME enterprise.

Country of residence of the participants' organisation



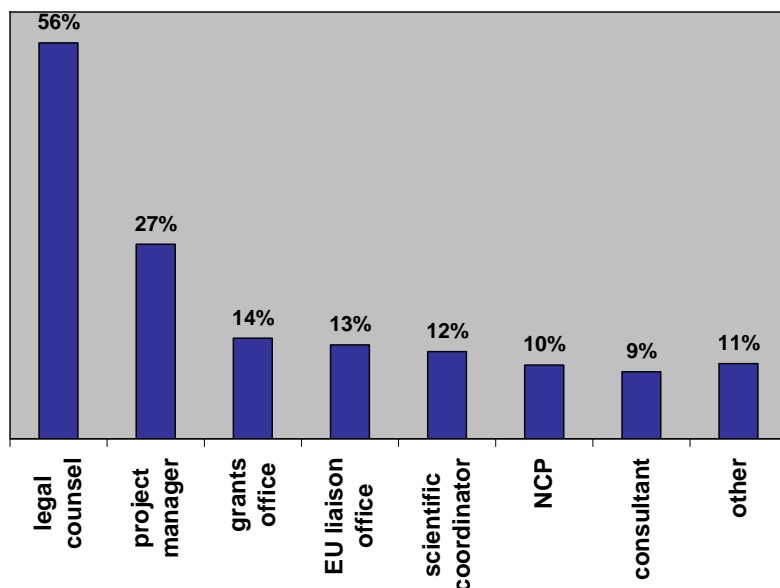
Respondents come from all technological backgrounds, almost equally distributed across the different fields of technology.

Mostly respondents specialised in more than one field, naming at least two areas of research they work in. According to the research topics as specified in the FP7 Cooperation Programme the participants' organisations mainly specialise in Health, Food, ICT, NMP, Energy and Environment topics (each with about 50-60%). Another roughly 40% of respondents have a background in Transport and Socio-economic Sciences and the

Humanities. 28% conduct research in the field of Space and 33% in the Security area.

Respondents came from 18 different countries with the largest group of 28 coming from Germany. Asked about their personal experience with EU-projects, 56% answered that they have been involved in projects as a legal counsel. Another 27% have experience as a project manager. 13% of respondents have worked for an EU liaison office, 14% for a grants office and 10% for a National

Experience with EU-projects as ...



Contact Point. Some participants have gathered experience as a consultant (9%) or as a scientific coordinator (12%).

Experience with the negotiation and execution of EU projects

Generally speaking 85% of respondents have experience on behalf of the Coordinator and even 90% on behalf of a project partner with the negotiation of Consortium Agreements in FP7. 49 participants have negotiation experience as a project partner in more than 10 projects and of these even 26 participants were involved in more than 30 Consortium Agreement negotiations.

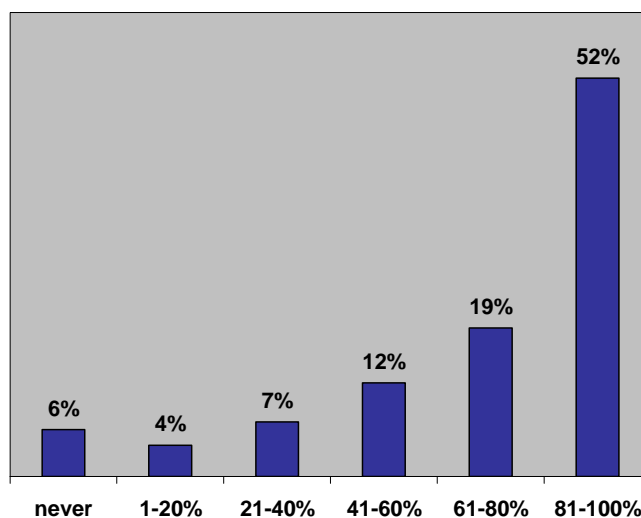
About 80% of respondents have experience with the execution of FP7 projects that use the DESCA model for their Consortium Agreement, either on behalf of the Coordinator or as a project partner. 24% (24 participants) even have experience with the execution of more than 30 projects in which DESCA was used. 5 of the 106 participants did not specify this answer.

4. Feedback on the DESCA Model as such, its use and the negotiation process

4.1. Use of the DESCA and other model agreements

The DESCA model is used by the majority of respondents in 80-100% of FP7 projects (52%). Another 19% state that DESCA was used in 61-80% of the projects they participated in.

"In how many of the collaborative projects you participated in did you use the DESCA model?"
Give an approximate percentage.



The participants of this survey were also asked on the use of other Model Consortium Agreements. Accordingly 42 respondents have used the IPCA model. The majority of these (36) used it in 1-20% of their projects. 15 participants have already used the IMG4 model and another 11 have experience with EUCAR.

“In how many of the FP7 collaborative projects you participated in did you use the following models?”

	never	1-20%	21-40%	41-60%	61-80%	81-100%	total
IPCA	32.26% (20)	58.06% (36)	6.45% (4)	1.61% (1)	1.61% (1)	0% (0)	62
IMG4	70% (35)	24% (12)	6% (3)	0% (0)	0% (0)	0% (0)	50
EUCAR	78% (39)	22% (11)	0% (0)	0% (0)	0% (0)	0% (0)	50
other	45.83% (11)	33.33% (8)	4.17% (1)	12.50% (3)	0% (0)	4.17% (1)	24

The “other“ models that were used were mainly self-tailored Consortium Agreements that are hybrids of DESCA and other models.

In the cases where not the DESCA, but other underlying models were used, the DESCA model still served often as a reference or as best practice guidelines, as reported by 60 participants.

4.2. Added value of the DESCA model

The participants’ feedback demonstrates the high added value of the DESCA model.

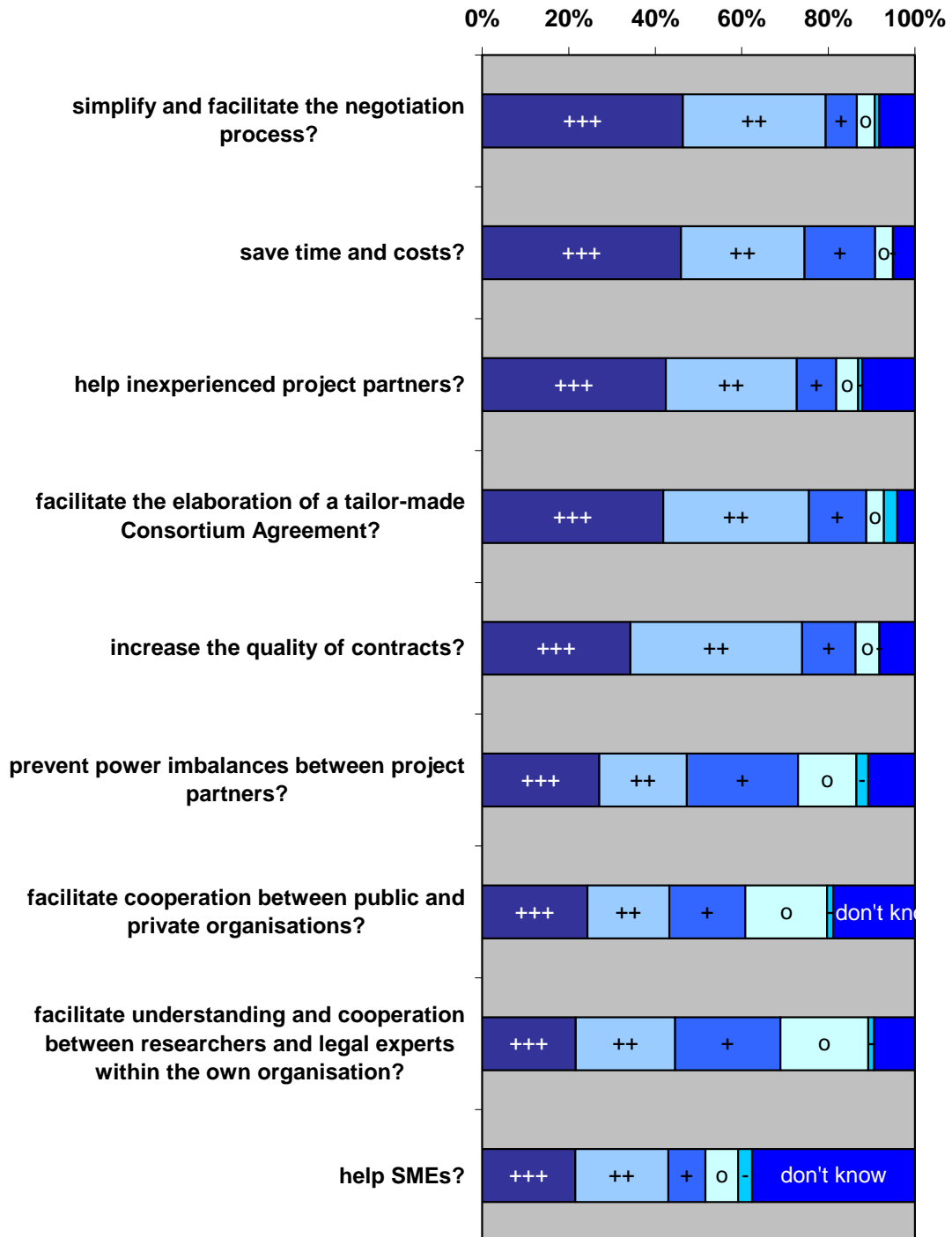
More than 90% of respondents state that the DESCA model when used saved time and costs. Also more than 85% indicate that it simplified and facilitated the negotiation process. Another 89% state that DESCA facilitated the elaboration of a tailor made Consortium Agreement and 86% stated that it would increase the quality of contracts.

76% say that DESCA prevents power imbalances between project partners. Another 63% indicate that DESCA facilitates the cooperation between public and private organisations. 70% believe that DESCA facilitates understanding and cooperation between researchers and legal experts within their own organisations.

82% state that DESCA helped inexperienced project partners. Furthermore 52% believe that the DESCA model helps SMEs. 38% answered here that they do not know.

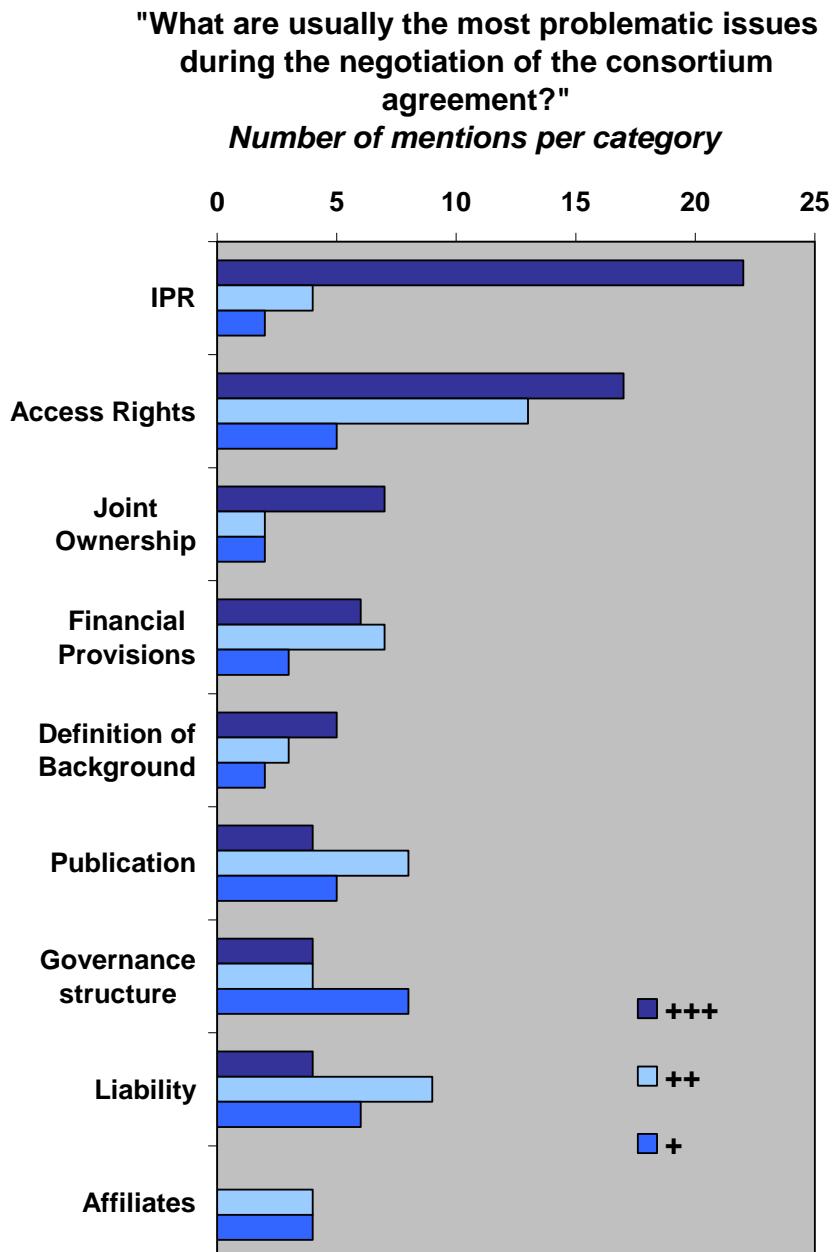
The DESCA template includes a column with elucidations and comments on the sections and clauses to explain their meaning and to give background information. 82% of participants find this elucidation column helpful.

"Did the DESCA model when used ..."



4.3. Critical issues in the negotiation of FP7 Consortium Agreements

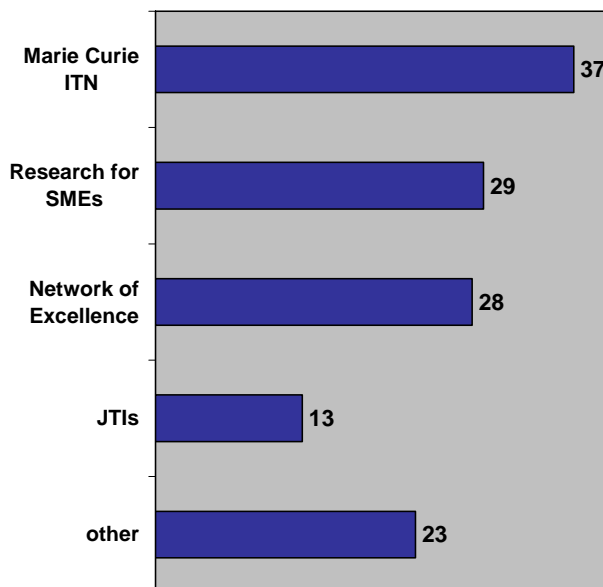
Participants were asked what in their experience the three most problematic issues during the negotiations were. Most respondents indicate Intellectual Property Right (IPR) and related issues such as Access Rights and Joint Ownership of Foreground as the most critical issues. As the second most problematic matter many participants state difficulties with financial provisions or publication. Also mentioned were definition of background, governance structure, liability and affiliates.



4.4. Use of the DESCAs model for other instruments

The DESCAs model was specifically designed for collaborative projects in FP7. However, many of the respondents also used the model as a starting point for other instruments. For instance 37 of the participants used it to draft the Consortium Agreement for Marie Curie Initial Training Networks, 29 for Research for SMEs, 28 for Networks of Excellence and 13 for Joint Technology Initiatives (JTIs). Two respondents also used it for ERA-Nets and CSA activities.

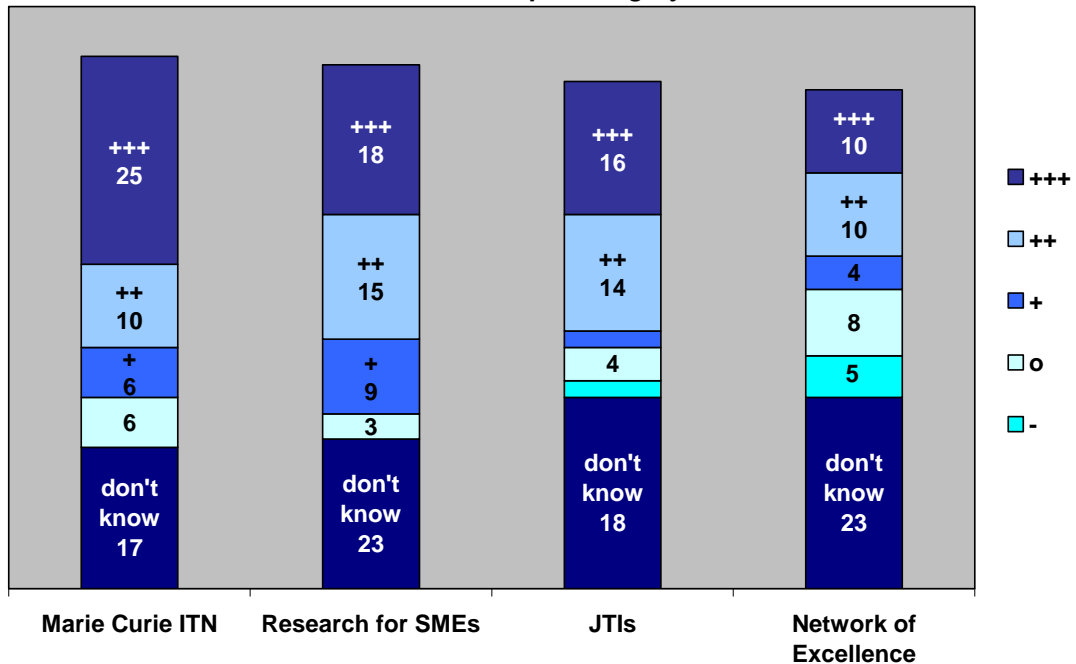
"Did you use the DESCAs model for other instruments as a starting point like..."



4.5. Need for more specific DESCAs model agreements

Participants were asked if they see a need for the development of more specific DESCAs model agreements besides the one for collaborative projects. The highest demand for a new model is expressed for Marie Curie ITN projects and for the SME instrument within the Capacities pillar of FP7 "Research for SMEs". Some participants particularly mention that they wish for a different choice of IPR regimes for other instruments. Further participants, however, also acknowledge that the DESCAs model can easily be adapted to fulfil the needs of other instruments. Ideas are brought forward about additional options and modules that could be introduced so that the DESCAs model could be used for a range of schemes. Doubts are cast on whether it is possible to develop a model for JTIs (Joint Technology Initiatives) in general since every JTI scheme has different requirements.

"Do you see a need for more specific DESCA models for other instruments?"
number of mentions per category



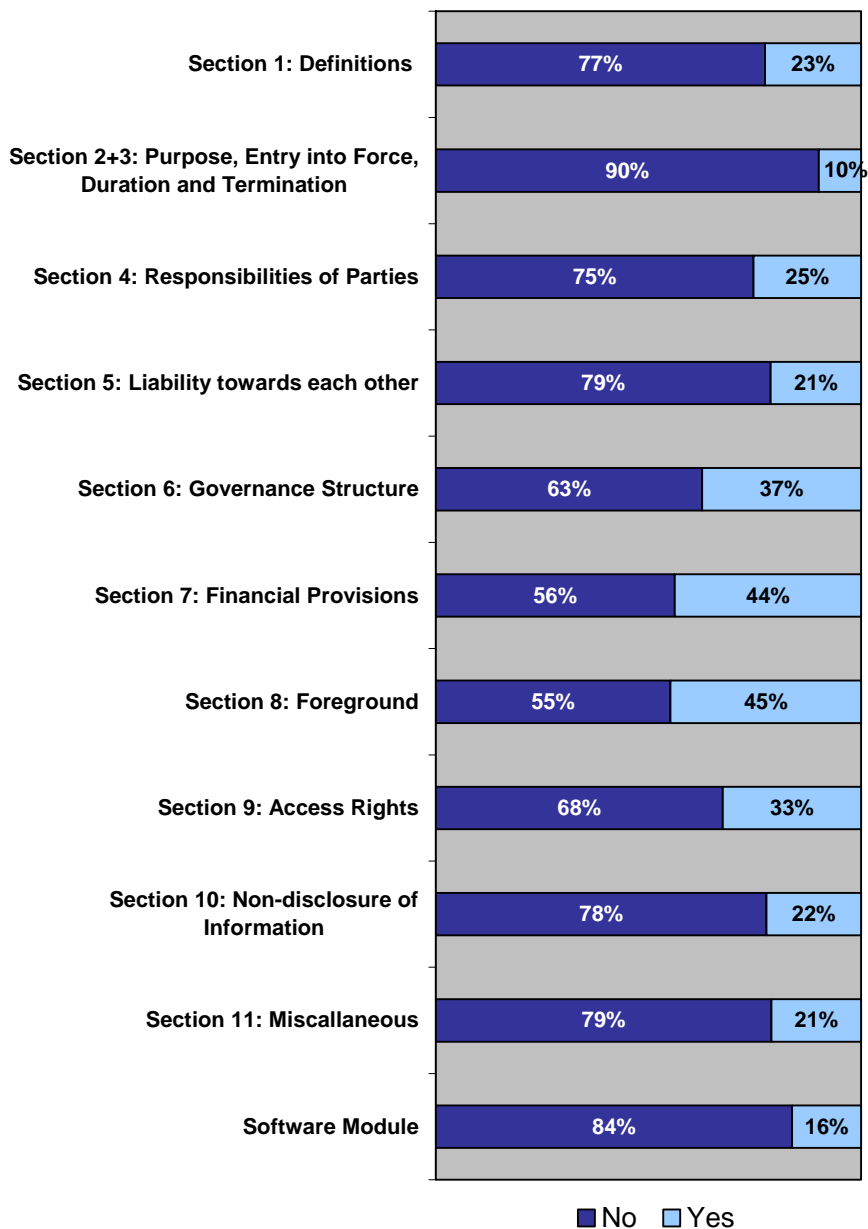
3.6. Specific issues within different fields of technology

79% do not think that there are specific issues within different fields of technology that should specifically be addressed in the DESCA model. This percentage stays constant when looking only at participants from different technological backgrounds. Of those who wish that specific issues are addressed some specifically ask for a module on databases that outlines provisions on the ownership of data. This is specifically important for Health topics. Also for health topics a module for ethical and regulatory compliance is requested. Moreover some participants from the ICT field ask for more specific provisions on software issues.

5. Findings and Suggestions for modifications by DESCA Sections

The general approach and structure of the DESCA model as such was therefore widely confirmed. The majority of respondents also does not see a need for modifications or amendments in the different sections of the model. However, many interesting comments and suggestions were collected on specific provisions. They are summarized in the following paragraphs and were discussed during the open DESCA meeting on 23 September 2010 in Brussels.

"Would you suggest modifications/amendments in this section?"



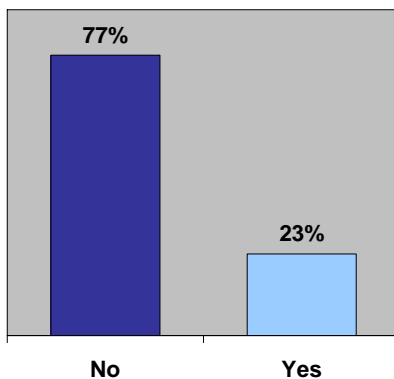
5.1. Sections 1-5: General issues

5.1.1. Section 1: Definitions

Section 1 of the DESCA model defines crucial terms used throughout the Consortium Agreement. In order of appearance these are: *Consortium Plan*, *Consortium Budget*, *Defaulting Party*, *Needed* and *Software*. Terms that are already defined in the Grant Agreement are not defined again.

Suggestions for modifications/amendments

"Would you suggest modifications/ amendments in section 1?"



77% of our sample do not see any need for modifications in this section. Those who would amend something mainly request **additional definitions**:

- *Substantial Breach*
- *Confidential Information*
- *MPDR (Massively Produced Data or Resource)*
- *Material*
- *Legitimate Interests*
- *Day(s)*
- *Allocated Work*
- *Academic Activities*
- *Internal/Research Use and Commercial Use*
- *consortium bodies*
- *Affiliated Entity*

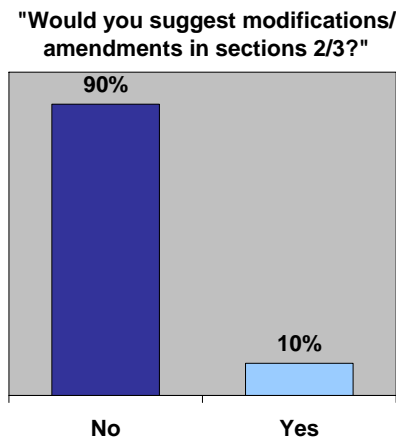
Modifications of definitions were proposed for the following terms:

- *Consortium Budget*
- *Consortium Plan*

5.1.2. Section 2 and 3: Purpose; Entry into force, duration and termination

Section 2 of the DESCA model briefly specifies the purpose of the Consortium Agreement. Section 3 legally defines when a project enters into force, how long it is in force and sets out the provisions for termination.

Suggestions for modifications/amendments

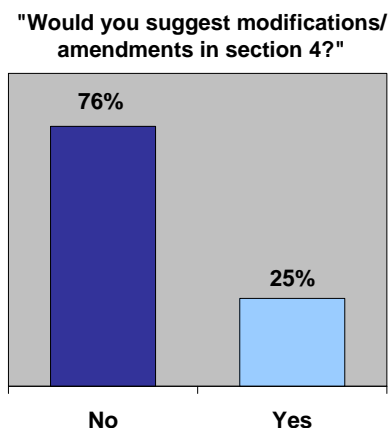


90% of the participants do not see the need for modifications in these sections. Some participants request the insertion of an exact start date in clause 3.1 (Entry into force) as a cross-reference to the preamble in order to avoid confusion of "Entry into force" with the project start date. It is also suggested that the term of confidentiality should be retroactive to the first date of project proposal discussions. Other participants propose a different word order, a shorter duration of the Consortium Agreement or ask for a reference to the Grant Agreement and its annexes.

5.1.3. Section 4: Responsibilities of parties

Section 4 outlines the responsibilities of the Parties participating in the project. General principles are introduced, such as the principle of "good faith" which applies to the interpretation of contractual documents and to the execution of the contract. Furthermore the procedure in case of Breach by a party is outlined and provisions for the involvement of third parties are given.

Suggestions for modifications/amendments



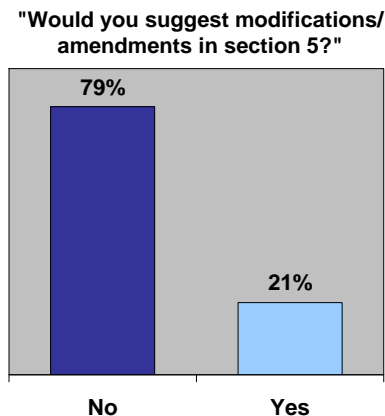
76% of respondents do not have any suggestions for modifications in this section.

However, several ideas for additions to the general principles are put forward such as considerations of ethical and regulatory issues, guidelines concerning (biological) material transfer agreements and data transfer agreements and the definition of MPDR (Massively Produced Data or Resource). Furthermore, the deletion of the reference to Belgian Law is requested. As far as the provisions in case of Breach are concerned the deletion of “substantial” from “substantial breach” and the insertion of a list of possible examples of breaches is suggested. An optional section regarding export laws and regulations is proposed in case of the involvement of non EU-partners.

5.1.4. Section 5: Liability towards each other

Section 5 sets the basics for the limitation of liability with regard to outputs delivered by one party to another party. The model essentially says that in case any output is delivered the receiving party shall bear the liability for the use and possible IPR infringements. Section 5 also sets the basic limitations of contractual liability. In case of the exchange of material within the project there is an agreement based on the model of the Material Transfer Agreement provided by DESCA that can be inserted. Furthermore the cases of damage caused to third parties and breach that is caused by *Force Majeure* are regulated.

Suggestions for modifications/amendments



21% of all respondents would suggest modifications or amendments in this section. Most comments and suggestions were given on section 5.2, where the limitations of contractual liability are stated. Some respondents find the limitations of liability too low and unrealistic while others do not see it low enough and wish the deletion of the option of limitation to once or twice the project share. Some request the deletion of “breach of confidentiality” as an exclusion from the limitations of liability or request liability also for non-contractual damages. Thus the issue was controversially discussed.

5.2. Sections 6 and 7: Governance and Financial Provisions

5.2.1. Section 6: Governance Structure - Medium-large projects

Section 6 outlines the Governance Structure of the project including the general and specific operational procedures of the governing bodies. The possibility to choose between a module for Small Projects and one for Medium-Large Projects is given. The main difference is that the Large Project governance structure has a sub project structure. The ultimate decision-making body is the General Assembly which consists of one representative of each beneficiary. It is also provided for an Executive Board as the supervisory body usually composed of the sub-project leaders. Furthermore there are Sub Project Committees. Section 6 specifies the tasks and procedures, and in particular the voting rules and veto rights of members for every governing body.

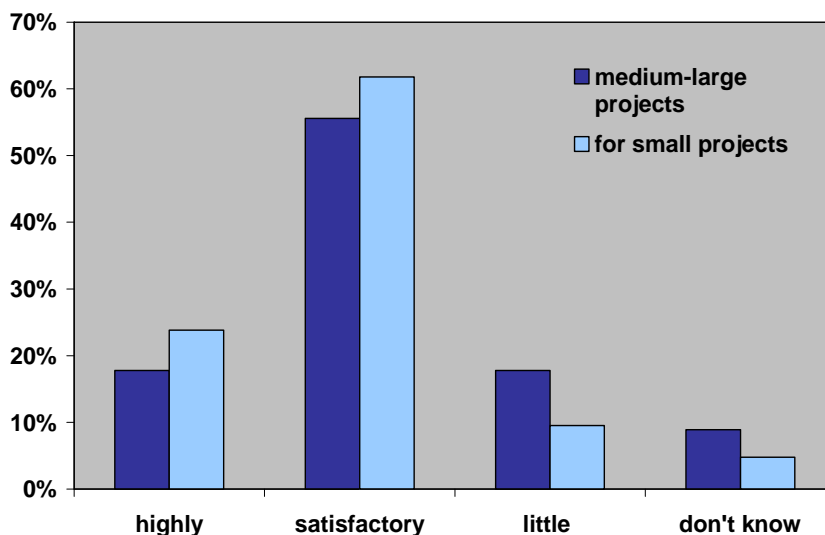
72% of respondents have used the module for medium-large projects. More than 70% find the suggested governance structure satisfactory or highly helpful and suitable for medium-large projects. When asked whether they find the operational decision making mechanisms effective about 79% of participants answered either satisfactory or highly effective.

5.2.2. Section 6: Governance Structure - Small projects

In the Small Project governance structure the only governing body provided for is the General Assembly that consists of one representative of each beneficiary. The General Assembly is the only decision-making body.

82% of respondents have used this module for small projects. In terms of satisfaction with the governance structure and the experienced effectiveness of the decision making

"Do you find the suggested governance structure helpful and suitable for..."



mechanisms figures are more positive for this module. More than 85% answered that they find the governance structure satisfactory or highly helpful and suitable. Likewise 85% state that they find the operational decision making mechanisms satisfactory or highly effective.

5.2.3. Section 6: Governance Structure - For both modules (small and medium-large projects)

Most DESCA users think that two options – one for Medium-large and one for Small Projects – are sufficient. 16% see the need for more than two models. An additional even more simplified governance model is in particular asked for by some participants.

Additional governance models were requested for:

- HIP (High Impact research initiatives) projects
- Really small projects
- Marie Curie projects (Initial Training Networks, International Staff Exchange Scheme, Industry-Academia Partnerships and Pathways)
- CSA (Coordination and Support Actions) activities
- Specific SME and large industry models
- IMI (Innovative Medicines Initiative) projects

Possibility to update work plan

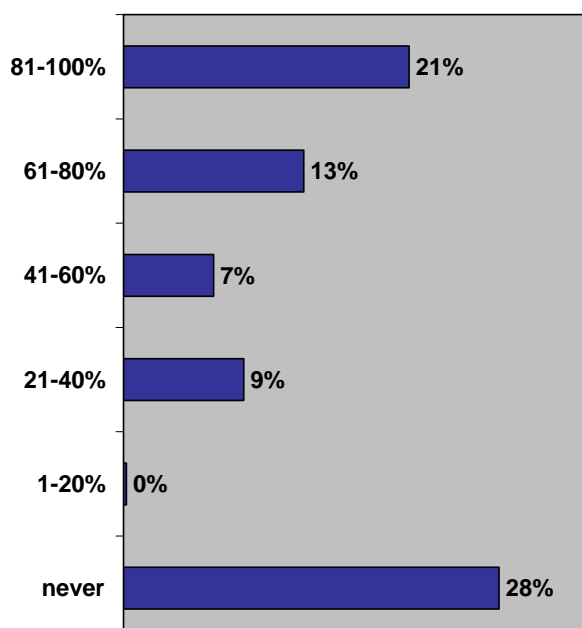
38% of participants have used the possibility to update the work plan through the Consortium Plan process.

Use of DESCA in the proposal stage

Many respondents have already used the DESCA model as a guideline for their management structures and procedures when drafting the project proposal. Only 28%

"Did you use the DESCA model already when drafting the project proposal for the Management structures and procedures?"

Please give an approximate % of the cases.



of respondents never did this. Several participants mention that they had to modify the governance structure suggested by DESCA so that it would match the structure of the submitted project proposal. This, however, is not regarded as a problem.

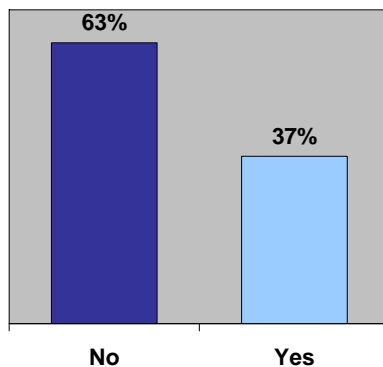
Abuse of Veto

Only 3 respondents experienced problems with the abuse of veto in their projects. Specifically mentioned was a perceived trend on behalf of Coordinators to eliminate the veto right in order to ensure that no party could block decisions. Also the weak position of small organisations that want to take legal action against large

organisations was mentioned. Tighter veto rights were requested to enable better intervention in case of poor quality of work.

Suggestions for modifications/amendments

"Would you suggest modifications/ amendments in section 6?"



37% of all participants would suggest modifications in this section. Also more than 60% have already practiced the proposed changes themselves. This highlights that section 6 is one where DESCA users usually change clauses according to their specific needs or they have to adapt the governance structure to match the one already set up in the project proposal.

16% think that there are important issues missing from the decision list of the **General Assembly (GA)** and the task list of the **Executive Board (EB)**. Suggested additional tasks are:

- Decisions about the use of open source software (GA)
- Removal of members of the Executive Board (GA)
- Decision right for EB
- Appointments of Domain Leaders, Coordination Committee Members, Scientific Advisory Committee members - End-User Group members (EB)
- Termination of a consortium partner (EB)
- Technical monitoring of the project (EB)
- Budget shifts (EB or Coordinator)

As far as voting rules are concerned suggestions include the introduction of a system where the number of votes of a party is based on the share of the project costs. In case of majority voting the addition of a casting vote for the Coordinator is proposed. Some also ask for complementing provisions in case the required quorum or majority is not reached. For the Coordinator the right to initiate decisions and to enter into certain agreements on behalf of the project partners is requested.

Some participants request to simplify the governance structure in general. A suggestion is to delete the Sub-Project Committees, keeping only the General Assembly and the Executive Board. Another proposal is to abolish veto rights for Small Projects. However others propose extensions to the governance structure such as the introduction of an external advisory board.

5.2.4. Section 7: Financial provisions

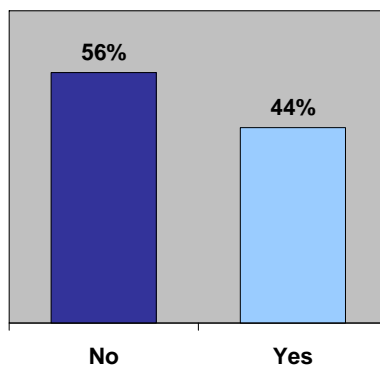
Section 7 includes the provisions for the financial administration of the project. It is the Coordinator's task to forward the contribution of the European Commission to the partners without undue delay. The Partners have to agree on how to distribute the financial contribution in the consortium budget included in the consortium plan. For better understanding of the financial rules section 7 repeats some provisions from the Grant Agreement, Annex II and/or from the Guide to Financial Issues, like provisions regarding the funding principles, regarding budgeting or a list of budgeted costs which are eligible for 100% reimbursement. The section further includes the financial consequences of the termination of the participation of a partner. The actual payment provisions foresee payment in separate instalments, e.g. a mechanism of every 6 months of 30 % in conformity with the decisions of the General Assembly. It is specified that the Coordinator is only entitled to withhold any payments if a partner is in breach of its obligations or if a partner has not yet signed the consortium agreement.

Difficulties with the distribution of funding

The majority of participants (65%) have not yet experienced any difficulties with regard to the distribution of funding. Of those who commented on their difficulties nearly everybody complained about late or insufficient transfer of funding by the Coordinator. Some participants also mentioned budget insecurities after the addition or leaving of partners as a problem.

Suggestions for modifications/amendments

"Would you suggest modifications/ amendments in section 7?"



56% of respondents would not change or amend this section. Suggestions for modifications mainly concern proposed alternative clauses on the distribution of funding. Two alternative possibilities to the current system of payments in instalments are suggested:

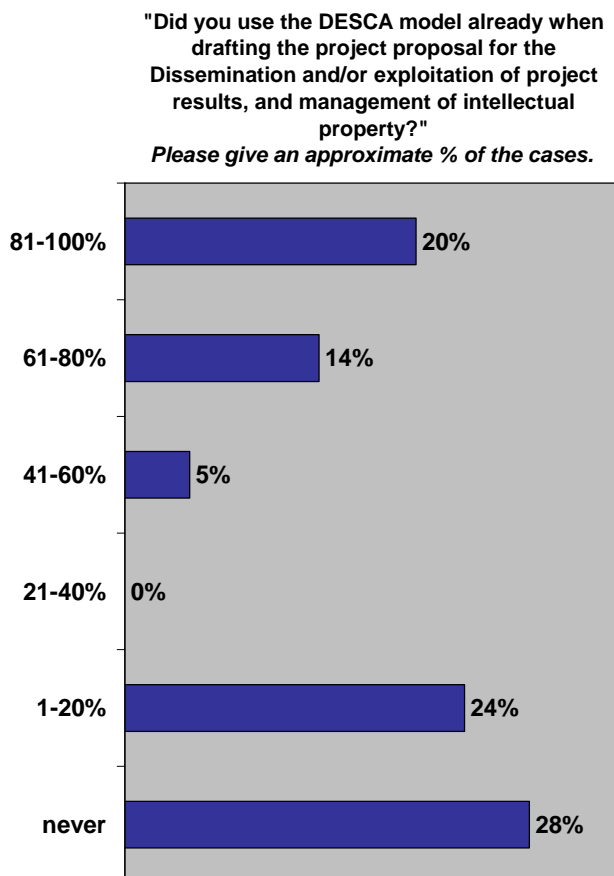
Some participants want the Coordinator to forward the funds to the different parties immediately after receipt from the European Commission. A time limit of 30 days for the pre-financing and 45 days for interim and final payments is suggested. Alternatively other participants propose the possibility for the Coordinator to retain a certain percentage of the Community funding until submission of all deliverables due for the corresponding period. Some would like to have these alternatives as different payment options in DESCA.

Furthermore many respondents ask for the deletion of provisions 7.1.2, 7.1.3, 7.2.1 and 7.2.2 since they repeat provisions already stated in the Grant Agreement. Some ask for clarification of the provisions.

The section on financial provisions is the section where most comments and suggestions were given.

5.3. Sections 8-11: IPR and miscellaneous

71% of the 88 respondents used the DESCA model already when drafting the project proposal for the provisions on dissemination and/or exploitation of project results and the management of intellectual property. 20% did this in an estimated 81-100% of the projects they participated in and another 14% in 61-80% of their projects.



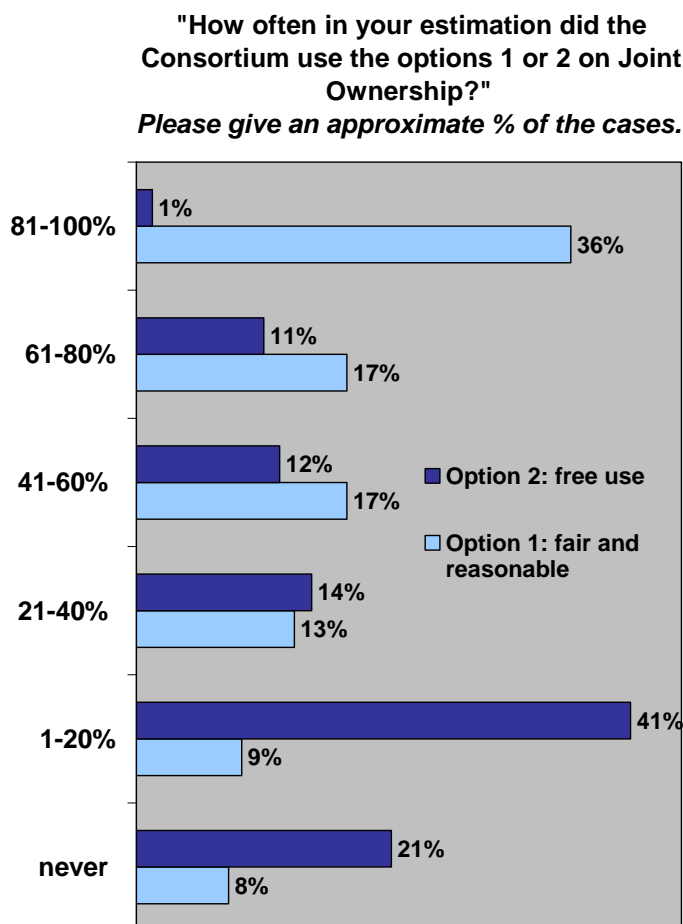
5.3.1. Section 8: Foreground

Section 8 includes the provisions regarding Foreground which apply in addition to the provisions of the Grant Agreement, Annex II Article II.26. to Article II.29. For Joint Ownership of Foreground two options are proposed: Option 1 repeats the default regime of the Grant Agreement Article II.26 and adds a provision allowing direct use

free of charge while Option 2 allows free use and sublicensing without informing or compensating the other joint owner(s). The Section further governs the transfer of own Foreground with the possibility to list third parties where Foreground shall be transferred to in Attachment 6. The partners are not allowed to object to the transfer of Foreground to listed third parties provided the rights of the other partners will not be affected by such transfer. Section 8 also specifies the publication procedure in addition to the procedure of Article II.30.3 of the Grant Agreement including time limits and the grounds for objection to a planned publication. In any case, a partner shall not publish Foreground or Background of another Partner without the other Party's prior written approval.

Options on Joint Ownership

In terms of the frequency of use of the two options on Joint Ownership it appears that both options are used frequently, but to a different extent. Option 1 on fair and reasonable conditions is used by 36% of participants in 81-100% of the cases. Option 2 on free use, however, is only used in a minority of the projects. 40% say that they chose this option only in 1-20% of the cases, 21% never used this approach.



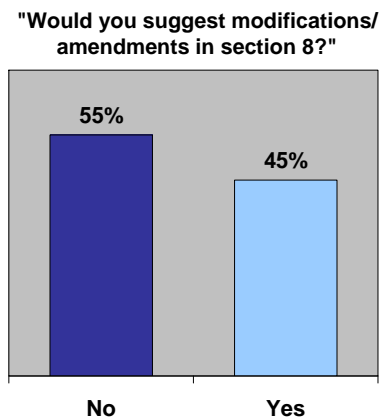
44% agreed on additional provisions on Joint Ownership. Several participants pointed out that they usually make a distinction between Use of Foreground for (internal) research and educational purposes and the Use of Foreground for commercial purposes. For research purposes they put royalty free conditions in place and for commercial purposes fair and reasonable provisions. Additional provisions were also

sometimes agreed on when the Joint Ownership of Affiliated Entities was concerned. Generally participants state that the provisions on Joint Ownership depend on the type of the projects. Usually projects that have a commercial value, which is often the case in life sciences and biotech, need a stricter regime than projects in the humanities and social sciences.

Publication process

The publication process that is suggested by DESCA was found “satisfactory” or “highly satisfactory” by 78% of respondents. Another 10% answered that they would not know. Some participants (28%) report that they already experienced problems with the publication process during the execution of their projects. These problems mainly concern the provision about the prior notice to other beneficiaries of a planned publication of 45 days before publication and the objection period for partners of 30 days. The period for prior notice is generally considered as too long since researchers usually work with tight deadlines. Several participants suggest limiting the maximum delay of a publication in case of objections to 90 or 120 days, especially in cases where the publication does not contain confidential information or property rights. Moreover some respondents mention problems with regard to the publication of research student theses. A better protection of the Foreground generated in students’ research is asked for.

Suggestions for modifications/amendments



45% of respondents have suggestions for modifications or amendments in this section.

As far as Joint Ownership of Foreground is concerned suggestions mainly concern the limitation of Use of jointly owned Foreground to non-commercial purposes such as internal research and training activities. For commercial purposes fair and reasonable compensation is suggested. Some participants want this compensation to take into account each joint owner’s relative ownership. Furthermore the addition of a time limit of 6 months to establish a Joint Ownership Agreement is suggested.

Where the dissemination is concerned the main issue is that most respondents request less strict publication rules. For instance the deletion of 8.3.2 is proposed which would mean that if no objection to a publication is made within the agreed time the publication is permitted even if it includes Foreground or Background of another party. Suggestions also include changing the time limit for objections in Art. 8.3.1 from

45 days to 30 days. The addition of a maximum time, usually 90 days, for delaying a publication is also requested several times.

The small rest is more concerned about the publishing of their Foreground or Background and therefore proposed some clarifications, an additional publication policy or a detailed procedure for objection.

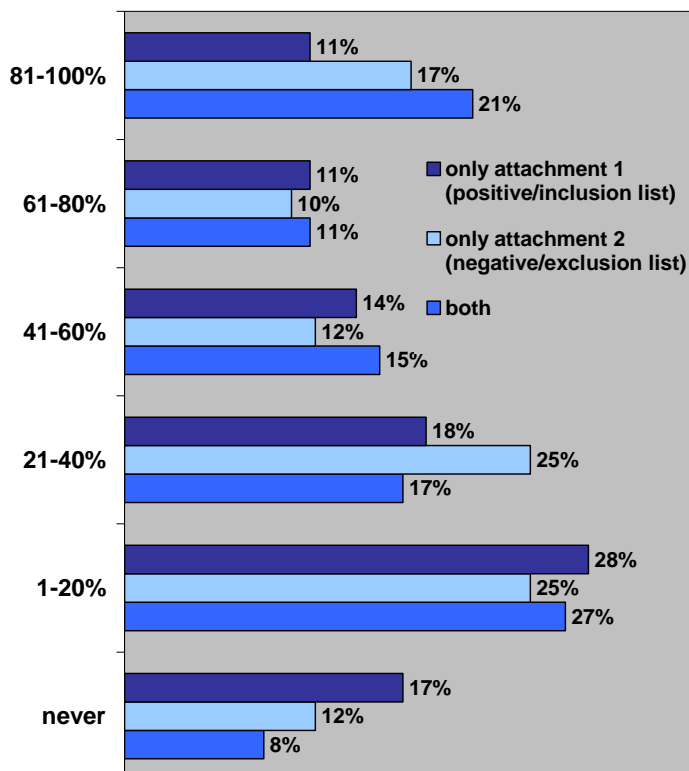
5.3.2. Section 9: Access Rights

Section 9 sets out the provisions on Access Rights to Background and Foreground for involved parties and for Affiliated Entities.

Use of attachments

In terms of Access Rights to Background DESCA provides two options. Parties can either list the Background they want to grant access to in Attachment 1 or they can list the Background they want to exclude from the obligation to grant Access Rights in Attachment 2. They can also choose a combination of both. 70 participants specified an answer to the question how often attachment 1, attachment 2 or both would be used. The survey results reveal that there is no clear-cut strategy on this issue. The frequency of use of the options is highly dispersed.

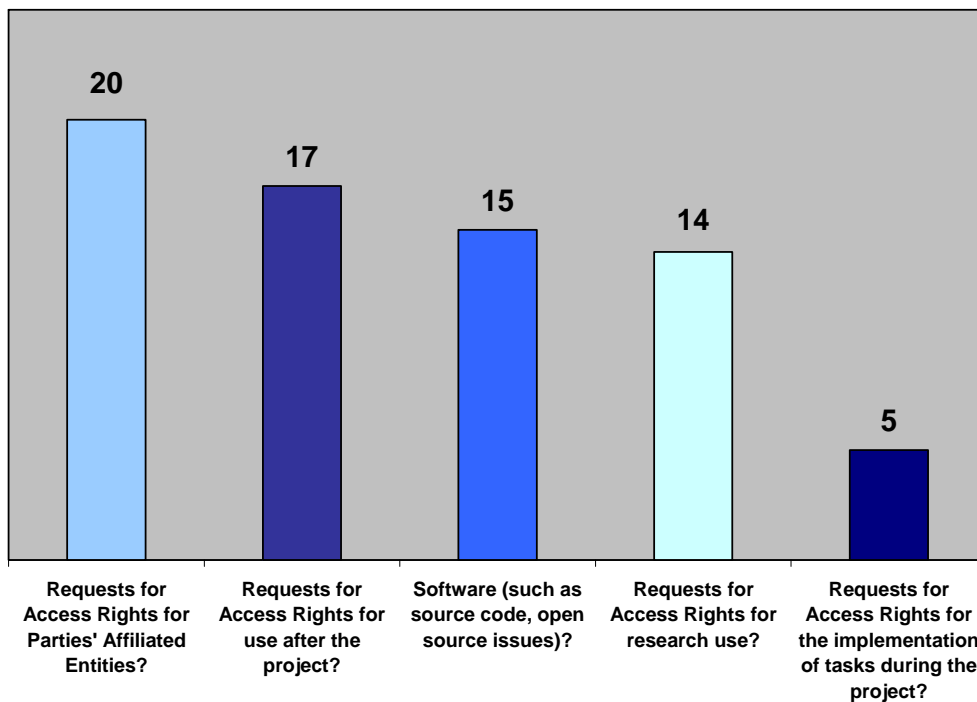
"In how many Consortium Agreements (in %) did you use attachment 1, attachment 2 or both?"



Difficulties with Access Rights

The survey results show that requests for Access Rights have caused problems in a lot of projects. 20 participants report troubles with respect to Access Rights for parties' Affiliated Entities. Requests for Access Rights for use after the project (17) and for research use (15) have also caused problems for many respondents. Software issues were reported to have entailed troubles in 14 cases.

"Have you experienced any difficulties in your project(s) with regard to ..."



Problems with Access Rights for Affiliated Entities include disputes over extending Access Rights for affiliates. One participant mentions problems with partners who did not want to list all their affiliates in the attachment. Others report on difficulties with affiliates that are non-European.

Participants commenting on their troubles with software specifically underline difficulties of universities with open source software. Accordingly drafting provisions on this issue is complex, thus some participants ask for more guidance within the DESCA model.

The definition of Research Use sometimes causes trouble. This is because also industry partners do research, but the results are used for commercial purposes later. However, the term Research Use is not directly used in DESCA. Only the term Use is used. The term "Research Use" is used in JTI's.

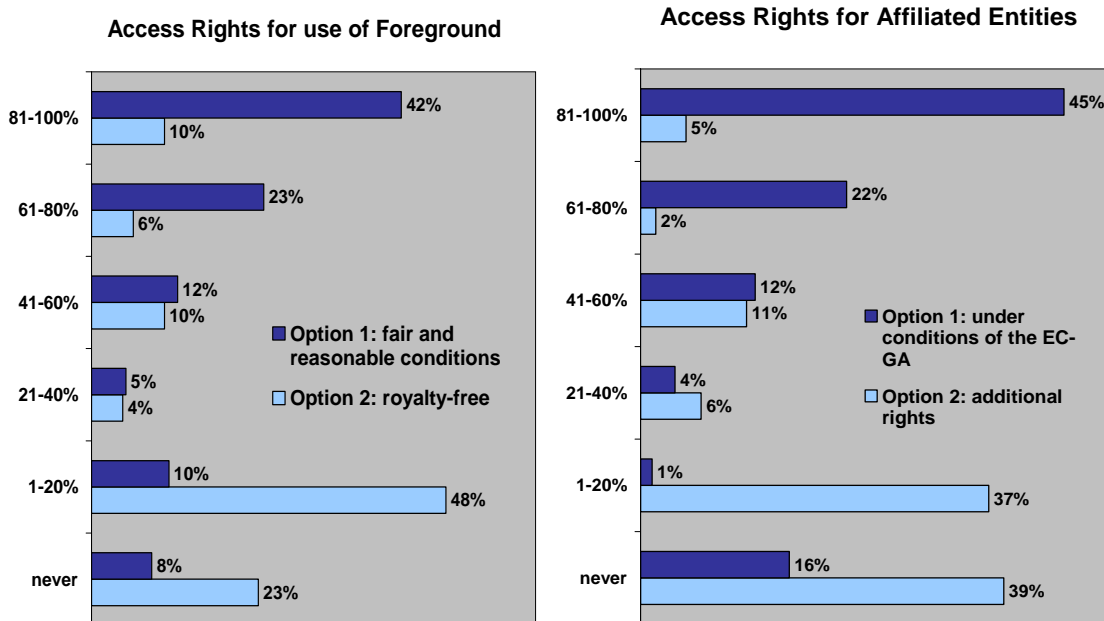
Use of options for Access Rights

In terms of Access Rights for Use of Foreground the DESCA model provides two options: Option 1 grants Access Rights on the basis of fair and reasonable conditions

and option 2 grants Access Rights on a royalty free basis. The survey revealed that option 1 is used most frequently in Consortium Agreements. 42% stated that they decided for this option in 81-100% of the negotiations. However, also option 2 is used sometimes. 48% of respondents answered that they granted royalty free Access Rights for Use in 1-20% of the negotiated Consortium Agreements.

With respect to Access Rights for Affiliated Entities DESCA again provides two options: Option 1 grants Access Rights under the conditions of the EC Grant Agreement and under option 2 Affiliated Entities old additional Access Rights if they have a license on Foreground and fulfil other listed conditions. The first option is used most frequently by 45% of respondents stating that they chose this option in 81-100% of the cases. Again also the second option was chosen sometimes. 37% of participants specified that they used this option in 1-20% of their projects.

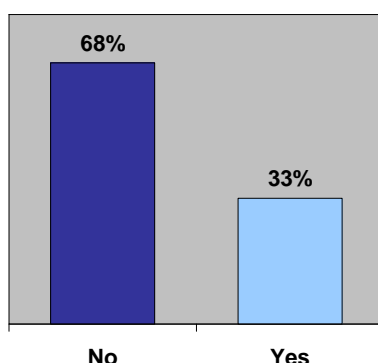
How often, in your estimation, did the consortium use the following DESCA-options? (in % of the cases)



26 participants report that they agreed on other provisions on Access Rights in their negotiations. For instance some participants mention that they include specific provisions for specific parts of Foreground.

Suggestions for modifications/amendments

"Would you suggest modifications/ amendments in section 9?"



68% of respondents do not have any suggestions for modifications or amendments in this section. Proposed modifications mainly concern the listing of Background. The present system of the DESCA model where the parties can choose whether they want to use the inclusion list, the exclusion list or both is stated to cause confusion. Thus participants suggest the deletion of clause 9.1.4 (option to exclude Background if option 1 – positive list was chosen) and therefore the possibility to use both lists at the same time. Another suggestion for simplification is to use a "multi-list" in attachment 1 where partners can decide whether they want to include or exclude Background in the same list. Furthermore a provision is proposed for the consequences in case a partner does not fill out the Background list.

As far as Access Rights are concerned several participants want Access Rights on a royalty free basis not only for internal research activities but also for teaching and training activities. Some also request a right to sub-license Access Rights for research institutions.

5.3.3. Section 10: Non-disclosure of information

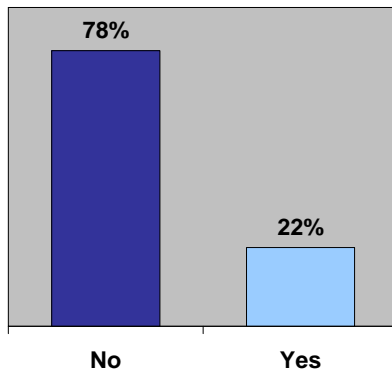
Section 10 deals with the Non-disclosure of information. The provisions are based on the Grant Agreement clause. Accordingly confidentiality only refers to information that is marked as confidential and lasts for a period of five years after the end of the project.

Problems with Confidential Information

A majority of participants (80%) never experienced any difficulties with regard to the handling of confidential information. 18 persons report troubles with confidentiality for different reasons. Conflicts include the forwarding of confidential emails, partners being involved in competing activities, forwarding of cost-relevant information of SMEs to other participants, partners requesting all results to be defined as confidential or asking for side bilateral Non-Disclosure Agreements. One participant mentions problems with UK public bodies that are subject to the Freedom of Information Act 2000 ("FOIA"). Another participant outlines problems of state authorities in Sweden that are required to keep certain documents for archival purposes. They are subject to specific transparency obligations deriving from the principle of public access which guarantees public access to official documents.

Suggestions for modifications/amendments

"Would you suggest modifications/
amendments in section 10?"



78% would not suggest any modifications in this section. A lot of small additions, alternative wording or clarifications are proposed. The main controversy is whether only information defined as confidential has to be kept confidential or whether all information exchanged is automatically confidential. Furthermore, the modification of the definition of Confidential Information is requested.

5.3.4. Section 11: Miscellaneous

Section 11 contains miscellaneous provisions such as "Notices and other communication", "Assignment and amendments", "Applicable law" and "Settlement of disputes".

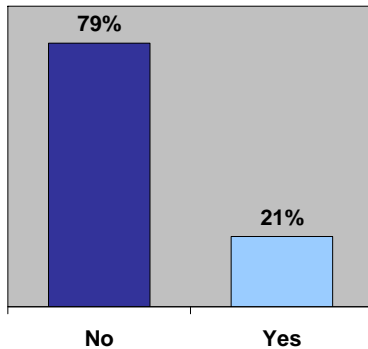
Settlement of disputes

22 participants indicate that they already faced serious conflict within the consortium that they did not manage to solve internally with negotiations within the foreseen governance structure and decision making mechanisms. 9 of them state that they reported their troubles to the EC Project officer. Other measures to settle these conflicts were also taken: mediation (3 times), arbitration (3), court (3), contacting NCP (1), College Director of Grants and Contracts (1) and collection proceedings (1).

Several participants mention the high costs of arbitration, especially for smaller organisations. Inclusion of an option on mediation or a standardised step by step system of dispute settlement into the DESCA model is suggested. While the DESCA model proposes the rules of arbitration of the International Chamber of Commerce as a standard, several participants consider these as not appropriate.

Suggestions for modifications/amendments

"Would you suggest modifications/ amendments in section 11?"



79% would not suggest any modifications in this section. Most suggestions are given on the provision on the settlement of dispute. Many participants ask for a more detailed step approach for dispute settlement (First step – mediation, second step – arbitration if no amicable agreement is achieved in mediation) It is argued that this would save costs and helps to ensure the timely continuation of the project in case of a controversy. Furthermore participants suggest the deletion of Attachment 4 (Listed Affiliated Entities, when option 1 of section 9.5 is chosen) and Attachment 5 (contact list).

Referring to 11.2 which states that parties are not entitled to act on behalf of another party, some request the modification that partners can do this in the case that the other partner agrees to it.

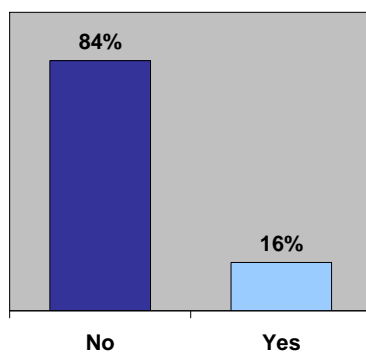
5.3.5. Module: Specific software provisions

The DESCA model provides a module on specific software provisions in case software is a core element of the project. Specific terms related to software are defined and parties' Access Rights to the software are regulated.

41% of respondents (38 persons) have used the module on specific software provisions.

Suggestions for modifications/amendments

"Would you suggest modifications/ amendments in the software module?"



84% would not suggest any modifications in this section. Only small alterations are requested but participants ask for more detailed explanations on the provisions in the elucidations. A definition of Limited Source Code Access is requested and the modification of the Access Rights to software. Furthermore, a model for use of databases is suggested as well as a provision focussing on open source GNU licensing.

5.4. Further suggestions for improvement and general comments

Asked for further suggestions for improvement and general comments on the DESCA model as such participants mainly suggested to change the formatting and numbering of the downloadable version. The addition of an invention record form is also requested. General comments were mainly positive statements on the overall approach of DESCA to offer a simplified and comprehensive model.

6. Open DESCA meeting on 23 September 2010

As part of the consultation process an Open DESCA meeting took place in Brussels on 23 September 2010 following the online-survey. Participants of the online consultation could register for this meeting at the end of the questionnaire. The DESCA core group intensively discussed with DESCA consultation group members and participants of the survey the different suggestions and comments received.

Annex I: DESCA Questionnaire

A. Background Information

Personal information

The indication of the following information is voluntary.

1. Name

2. Institution

3. Position

4. E-mail

5. Telephone

6. Experience with EU-projects as ...

(multiple answers are possible)

scientific coordinator

project manager

legal counsel

grants office

EU liaison office

NCP

consultant

other, please specify

Type of participation of your organisation

Please note: The following information on the type of your participation is important for targeting our possible update.

1. What is the type of your organisation?

please choose type of organisation

- Public body
- Secondary and higher education establishments
- Research organisation
- SME
- Non-SME enterprise
- other

other, please specify

2. In which country is your organisation based?

please choose country

- Austria
- Albania
- Belgium
- Bosnia & Herzegovina
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Faroe Islands
- Finland
- Former Yugoslav Republic of Macedonia
- France
- Germany
- Greece
- Hungary
- Iceland
- India
- Ireland
- Israel
- Italy
- Japan
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Montenegro
- Netherlands

- Slovakia
- Slovenia
- South Africa
- Spain
- Sweden
- Switzerland
- Turkey
- United Kingdom
- USA
- other

other, please specify

3. In what field(s) of technology does your organisation specialise in?

(multiple answers are possible)

- | | |
|--|---|
| <input type="checkbox"/> Health | <input type="checkbox"/> Environment (including Climate Change) |
| <input type="checkbox"/> Food, Agriculture and Fisheries, Biotechnology | <input type="checkbox"/> Transport (including Aeronautics) |
| <input type="checkbox"/> Information & Communication Technologies | <input type="checkbox"/> Socio-economic Sciences and the Humanities |
| <input type="checkbox"/> Nanosciences, Nanotechnologies, Materials & New Production Technologies | <input type="checkbox"/> Space |
| <input type="checkbox"/> Energy | <input type="checkbox"/> Security |

Operating experience with the DESCA (other) Model Consortium Agreements

1. Do you have experience with the execution of FP7 projects which used the DESCA model for their Consortium Agreement...

...on behalf of the coordinator? (number of projects)

- 0
 1-3
 4-6
 7-10
 11-20
 21-30
 more than 30

...on behalf of a project partner? (number of projects)

- 0
 1-3
 4-6
 7-10
 11-20
 21-30
 more than 30

2. Do you have experience with the *negotiation* of Model Consortium Agreements in FP7...

...on behalf of the coordinator? (number of projects)

- 0
 1-3
 4-6
 7-10
 11-20
 21-30
 more than 30

...on behalf of a project partner? (number of projects)

- 0
 1-3
 4-6
 7-10
 11-20
 21-30
 more than 30

3. In how many of the FP7 collaborative projects you participated in did you use the DESCA or other Model Consortium Agreements?

Please give an approximate percentage.

	never	1-20%	21-40%	41-60%	61-80%	81-100%
DESCA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
IPCA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
IMG4	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
EUCAR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
other, please specify	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="text"/>						

B. Specific questions concerning sections 1-5 of the DESCAs model: General issues

In order to best structure your comments and suggestions the questionnaire follows the structure of the DESCAs model.

Section 1: Definitions

1. Would you suggest modifications/amendments in this section?

Yes No

2. If yes, what could/should be modified/amended?

Please explain the rationale for the suggested modification/amendment.

Section 2 and 3: Purpose; Entry into force, duration and termination

1. Would you suggest modifications/amendments in these sections?

Yes No

2. If yes, what could/should be modified/amended? Please explain the rationale for the suggested modifications/amendments.

3. If yes, did you practice these modifications yourself already?

Yes No

4. Do you have any other comments on these sections?

Section 4: Responsibilities of Parties

(4.1 General Principles, 4.2 Breach, 4.3 Involvement of third parties)

1. Would you suggest modifications/amendments in this section?

Yes

No

2. If yes, what could/should be modified/amended? Please explain the rationale for the suggested modification/amendment.

3. If yes, did you practice these modifications yourself already?

Yes

No

4. Do you have any other comments on this section?

Section 5: Liability towards each other

(5.1 No warranties, 5.2 Limitations of contractual liability, 5.3 Damage caused to third parties, 5.4 Force Majeure)

1. Would you suggest modifications/amendments in this section?

Yes

No

2. If yes, what could/should be modified/amended? Please explain the rationale for the suggested modifications/amendments.

3. If yes, did you practice these modifications yourself already?

Yes

No

4. Do you have any other comments on this section?

B: Specific questions concerning sections 6 and 7 of the DESCA model: Governance and financial provisions

Section 6: Governance Structure - *Medium-large projects*

(6.1 General structure (General Assembly, Executive Board, Sub Project Committees, Coordinator, Management Support Team),

6.2 General operational procedures for all Consortium Bodies (e.g. Representation in meetings, Preparation and organisation of meetings, Voting rules and quorum, Veto rights etc.),

6.3 Specific operational procedures for the Consortium Bodies (e.g. members, decisions etc.))

1. Have you used the module for medium-large projects?

Yes No

2. Do you find the suggested governance structure helpful and suitable for your medium-large projects?

highly satisfactory little don't know

3. Do you find the operational decision making mechanisms for medium-large projects effective?

highly satisfactory little don't know

Section 6: Governance Structure - *Small projects*

(6.1 General structure (General Assembly, Coordinator, Management Support Team), etc.)

1. Have you used the module for small projects?

Yes No

2. Do you find the suggested governance structure helpful and suitable for your small projects?

highly satisfactory little don't know

3. Do you find the operational decision making mechanisms for small projects effective?

highly satisfactory little don't know

Section 6: Governance Structure - *For both modules (small and medium-large projects)*

1. Have you used the possibility to update the work plan through the Consortium Plan process (for instance change of work, budgets)?

Yes No

2. Are there any important issues missing from the decision list of the General Assembly / Executive Board?

Yes No

3. If yes, please specify:

4. Did you experience any problems in your projects with the abuse of veto?

Yes

No

5. If yes, please specify:

6. The medium-large DESCAs 2.0 model is intended to address more complicated governance structures and bigger projects. Are two models, one for the medium-large projects and one for small projects, sufficient or do you prefer to choose between more models?

two models are sufficient

more models are needed

7. If you think more models are needed, which would you suggest?

8. Would you suggest any other modifications/amendments for the governance section?

Yes

No

9. If yes, what could/should be modified/amended? Please explain the rationale for the suggested modifications/amendments.

10. If yes, did you practice these modifications yourself already?

Yes

No

11. Do you have any other comments on this section?

Section 7: Financial provisions

(e.g. Distribution of Financial Contribution, Financial Consequences of the termination of the participation of a Party, Budgeting, Payments etc.)

1. Did you ever experience any problems with regard to the distribution of funding?

No

Yes

2. If yes, please specify:

3. Would you suggest modifications/amendments in this section?

Yes

No

4. If yes, what could/should be modified/amended? Please explain the rationale for the suggested modifications/amendments.

5. If yes, did you practice these modifications yourself already?

Yes

No

6. Do you have any other comments on this section?

B: Specific questions concerning the sections 8-11 of the DESCAs model: IPR and miscellaneous

Section 8: Foreground

(8.1 Joint Ownership, 8.2 Transfer of Foreground, 8.3 Dissemination)

1. How often in your estimation did the Consortium use the options 1 or 2 on Joint Ownership? (in % of the cases)

	never	1-20%	21-40%	41-60%	61-80%	81-100%
Option 1: fair and reasonable conditions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Option 2: free use	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. Did you agree on any other provisions on Joint Ownership?

Yes No

3. If yes, please specify:

4. Do you find the suggested DESCAs publication process practical?

highly satisfactory little don't know

5. Did you experience any problems in your project(s) with regard to the publication process?

Yes No don't know

6. If yes, please specify:

7. Would you suggest modifications/amendments in this section?

Yes No

8. If yes, what could/should be modified/amended? Please explain the rationale for the suggested modifications/amendments.

9. If yes, did you practice these modifications yourself already?

Yes No

10. Do you have any other comments on this section?

Section 9: Access Rights

(e.g. Background covered (option of positive/negative list), Access Rights for Implementation/ Use, Access Rights for Affiliated Entities/ Parties entering or leaving the Consortium, Specific Provisions for Access Rights to Software etc.)

1. In how many Consortium Agreements (in %) did you use attachment 1, attachment 2 or both?

	never	0-20%	21-40%	41-60%	61-80%	81-100%
only attachment 1 (positive/ inclusion list)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
only attachment 2 (negative/ exclusion list)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
both	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. Have you experienced any difficulties in your project(s) with regard to ...

	Yes	No	don't know
Requests for Access Rights for the implementation of tasks during the project?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Requests for Access Rights for use after the project?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Requests for Access Rights for research use?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Requests for Access Rights for Parties' Affiliated Entities?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Software (such as source code, open source issues)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3. If you answered 'yes' anywhere above, please specify:

4. How often, in your estimation, did the consortium use the following DESCA-options? (in % of the cases)

	never	1-20%	21-40%	41-60%	61-80%	81-100%
Access Rights for use of Foreground						
Option 1: fair and reasonable conditions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Option 2: royalty-free	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Access Rights for Affiliated Entities						
Option 1: under conditions of the EC-GA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Option 2: additional rights	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Did you agree on any other provisions on Access Rights?

Yes No

6. If yes, please specify:

7. Would you suggest modifications/amendments in this section?

Yes No

8. If yes, what could/should be modified/amended? Please explain the rationale for the suggested modifications/amendments.

9. If yes, did you practice these modifications yourself already?

Yes No

10. Do you have any other comments on this section?

Section 10: Non-disclosure of information

1. Did you experience any difficulties in your project(s) with regard to the handling of confidential information?

Yes

No

2. If yes, please specify:

3. Would you suggest modifications/amendments in this section?

Yes

No

4. If yes, what could/should be modified/amended? Please explain the rationale for the suggested modifications/amendments.

5. If yes, did you practice these modifications yourself already?

Yes

No

6. Do you have any other comments on this section?

Section 11: Miscellaneous

(e.g. Applicable law, Settlement and Disputes, Signatures etc.)

1. Did you face serious conflict within the consortium that you didn't manage to solve internally with negotiation (within the foreseen governance structure and decision making mechanisms)?

Yes No

2. If yes, what measure(s) did you take?

(multiple answers are possible)

court

EC project officer

arbitration

other, please specify

mediation

3. Do you have any other additional remarks/suggestions regarding these other measures of conflict settlement?

4. Would you suggest modifications/amendments in this section?

Yes No

5. If yes, what could/should be modified/amended? Please explain the rationale for the suggested modifications/amendments.

6. If yes, did you practice these modifications yourself already?

Yes No

7. Do you have any other comments on this section?

Module: Specific software provisions

1. Have you used the module for specific software provisions?

Yes

No

2. Would you suggest modifications/amendments to this module?

Yes

No

3. If yes, what could/should be modified/amended? Please explain the rationale for the suggested modifications/amendments.

4. If yes, did you practice these modifications yourself already?

Yes

No

5. Do you have any other comments on this section?

C. Questions on the DESCAs model as such, its use and the negotiation process

Use of DESCAs model in the proposal stage

1. Did you use the DESCAs model already when drafting the project proposal...

Please give an approximate % of the cases.

	never	1-20%	21-40%	41-60%	61-80%	81-100%
...for the "Management structures and procedures"?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
...for the "Dissemination and/or exploitation of project results, and management of intellectual property"?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Added value of the DESCAs model?

1. Did the DESCAs model when used ...

	+++	++	+	0	-	don't know
simplify and facilitate the negotiation process?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
save time and costs?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
help inexperienced project partners?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
help SMEs?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
increase the quality of contracts?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
facilitate the elaboration of a tailor-made Consortium Agreement?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
facilitate cooperation between public and private organisations?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
prevent power imbalances between project partners?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
facilitate understanding and cooperation between researchers and legal experts within the own organisation?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. Do you find the "Elucidations and Comments" in the DESCAs model template helpful?

+++	++	+	0	-	don't know
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3. Did the DESCAs model, in the cases in which you used other underlying models, act as a reference or best practice guidelines?

Yes	No	never used other models
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Use of the DESCAs model for other instruments / need for more specific DESCAs models?

1. Did you use the DESCAs 2.0 model, which was specifically designed for small, medium and large collaborative projects, for other instruments as a starting point like...
(no or multiple answers are possible)

- Network of Excellence
- Marie Curie ITN
- Research for SMEs
- JTs
- other

2. If yes, do you have any other comments, suggestions on this issue?

3. Do you see a need for more specific DESCAs models for other instruments?

	+++	++	+	0	-	don't know
Network of Excellence	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Marie Curie ITN	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Research for SMEs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
JTs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. Do you have any other comments, suggestions on this issue?

Critical issues in negotiations?

1. What are usually the most problematic issues during the negotiation of the consortium agreement?

+++	<input type="text"/>
++	<input type="text"/>
+	<input type="text"/>

Further suggestions for improvement and general comments

1. Are there specific issues within different fields of technology that should specifically be addressed in the DESCA model?

Yes

No

2. If yes, please specify:

3. If you see weak points of the DESCA 2.0 model that you have not mentioned before, please specify:

4. Do you have any other suggestions for modifications or general comments on the DESCA 2.0 model agreement?

**You have reached the end of the questionnaire.
Thank you for your participation so far!**

Please also note that there will be a DESCA open meeting on 23 Septembere in Brussels. Here we will present the results of this mid-term review and discuss possible changes and amendments to the DESCA 2.0 model. If you are interested in participating please leave your email address: