

CHECKLIST FOR A EUREKA COOPERATION AGREEMENT

The aim of the present checklist is to sum up the main items for the setting up of a cooperation agreement between partners from different countries. Don't forget that your cooperation agreement should be drafted carefully: the assistance of a legal advisor is strongly recommended.

PREAMBLE AND DEFINITIONS

- * Identify all the participating parties and their official representatives. Be sure to treat with an embodied entity.
- * Describe the goals and objectives of the cooperation carried out under Eureka.
- * Define the key legal and technical terminology in order to avoid misunderstanding.

OBJECTIVES OF THE COOPERATION

- * Describe the project in general terms and refer to technical annex for details.
- * Define the limits of the cooperation in technical terms and the foreseen achievements in terms of deliverables.

IMPLEMENTATION OF THE PROJECT

- * What are the responsibility and personal contribution of each party in the implementation of the project?
- * What are the steps, the milestones and the planning of the project?
- * What are the rights to use the existing and developed know-how and patented matters during the cooperation?

ORGANISATION

- * What are the roles of the coordination leader project, administrative tasks, representation duties...?
- * If the management is shared, is there a committee or a working group? How are the members appointed and the decisions taken? What are the methods used in order to control and follow up the project? Is the participation of a new party possible?

FUNDING

- * What is the global budget of the project and the planning of expenses by year and by category of costs for each participant ? If the planning is not observed, can the schedule and budget be adjusted? And how?
- * Is the cooperation agreement valid only in case of public funding?

CONFIDENTIALITY AND PUBLICATION

- * Indicate to what extent information disclosed during the project has to be considered as confidential.
- * Are the researchers allowed to publish their results? Under which conditions?

PROTECTION AND OWNERSHIP OF THE RESULTS

- * Are you aware of the existing intellectual property rights owned by your competitors? Can the results of the cooperation be exploited without infringing them?
- * How will the property of the results be allocated between the contributing participants?
- * How will the results be protected? Decide if a joint ownership contract must be signed concerning the developed know-how or/and the patents.

EXPLOITATION OF RESULTS

- * Will the participants exploit the results jointly or separately? On which geographical or technical basis?
- * Will the owner of the know-how or patents license the other partners? May sub-licenses be granted?

LIABILITY

- * To what extent a participant causing damages to another one will be held liable?
- * Is there any penalty in case of withdrawal, fault or dismissal from the R&D consortium?

FINAL CLAUSES

- * When is the agreement coming into force? For how long? For a part or all of its provisions?
- * Determine the termination clauses of the contract and the consequences of the withdrawal of one or more participants, particularly in terms of communication, ownership and exploitation of the results.
- * Provide for a governing law of the agreement and choose, in case of dispute, a legal jurisdiction or an arbitration.