

Collaborative Project

COORDINATION AGREEMENT (CooA)

[Final Draft Coordination Agreement to be submitted along-with the India-EU Research Project Proposal – Form Part A & B by the closing date of Coordinated (Joint) Call]

1. INTRODUCTION

This document provides non-binding guidance to participants in India-EU Coordinated (Joint) Call projects regarding the issues they may wish to address in their Coordination Agreement (hereinafter "CooA").

CooA is an agreement between the European & Indian Project partners to govern implementation of India-EU Research Project including appropriate arrangements for technical workplan execution, tasks of each partners, reporting of technical progress and management of intellectual property rights (respecting the appropriate provisions of the Nov.30,2007 S&T Agreement concluded between the European Community and India)

The European Commission and the Department of Science & Technology as funding agency are not a party to any CooA and do not establish the terms and conditions of the CooA. However non-binding guidelines in the form of a checklist is given below to highlight some of the main issues and the way they could be addressed by participants.

2. PARTIES

- identifies each party to the CooA (i.e. participants to the India-EU Research Project Proposal)

3. PREAMBLE

- summarizes the context and the purpose of the CooA (including the titles and acronyms of the India-EU Research Project Proposal).

4. DEFINITIONS

- defines the important terms used throughout the CooA .

5. SUBJECT

- Describes the subject of the CooA with reference to the India-EU Research Project Proposal in question including:

- the preliminary technical specifications;
- the desired technical results;
- the work to be accomplished;
- the contribution of each party;
- the (maximum) effort expected.

6. TECHNICAL PROVISIONS

This section can be used to defined the technical details necessary for the proper coordination of the projects

6.1. Tasks of each party

- gives a definition of the tasks that each party intends to carry out as precisely as possible (possibly referring to India-EU Research Project Proposal)
- outlines the relationship between the tasks of the parties and any inter-dependence.

6.2. Non-financial resources made available

- gives a detailed overview of the non-financial resources, such as: human resources (number of persons, key players or exhaustive list if possible,
- equipment and facilities (number, nature, place, etc);
- background or other information (such as plans, manuals, calculations, prototypes and also intellectual property rights pertaining to such information);
- contributions of sponsors or any other third party (such as subcontractors or affiliates).

6.3. Project schedule

- sets out the production schedule for inter-related tasks and for planning purposes (i.e. when, where and how the resources will be made available).
- It is recommended that in their own interests the parties should not establish irrevocable schedules unless they are absolutely sure that these can be met, and to include instead contingency plans for delays or missed deadlines.
- An irrevocably accepted production schedule could be considered to be a guaranteed commitment and may involve payment of indemnities if not met.
- On the other hand minimum compliance with deadlines can be guaranteed by other methods, as discussed in the section on Managerial Provisions.

6.4. Changes

- Sets out provisions for dealing with changes to the project. The Coordination Agreement may have to be adjusted or even discarded altogether as the work progresses, depending on the situation.
- To deal with highly volatile situations, it is advisable to provide a very flexible procedure for making changes to the initial specifications. This could go as far as including the termination of certain tasks, the withdrawal of certain parties, the inclusion of new partners etc.
- To avoid disputes, the conditions and procedure should be clearly indicated.

7. COORDINATION AND MANAGERIAL PROVISIONS

- describes the provisions dealing with the coordination and management of the India-EU Research Project (e.g. management bodies and the decision making process).

7.1. Co-ordination and management

Establishes a co-ordination structure (may be called steering committee, liaison committee, management committee, and can be broken down into different sub-groups such as financial, technical, legal, etc) with among others the following tasks:

- to define, divide and develop the tasks;
- to check the progress of the work;
- to co-ordinate the research teams;

- to co-ordinate the preparation of the reports (technical, financial, etc.);
- to advise and direct the partners on the developments necessary for the project;
- to permit formal exchanges of information between the partners.

The work of this steering committee is frequently translated into daily management and representation duties by a coordinator(s) selected from among the parties. Other committees can be created as necessary and should report to the steering or co-ordination committee. Provision should be made for their creation when necessary.

7.2. Powers and responsibilities

With regard to any body which is established or any person entrusted with certain tasks, the CooA should carefully define:

- the powers and responsibilities thereof;
- the operating procedures (preparation of agenda, meetings, decisions, chairmanship, minutes, votes, etc.);
- in the case of bodies, their organization (composition, powers of each party), decision making method possible depending on nature of issue (unanimously, majority agreement, voting and veto rights etc.);
- to avoid cumbersome procedures the parties could foresee a simplified approval process depending on the nature of the decision envisaged.

7.3. Follow-up and Supervision

Describes how the follow-up and supervision of the projects will take place. Each consortium undertakes to follow the production schedule in the technical provisions of the India-EU Research Project proposal. In view of the evolving character of projects, these production timetables are generally subject to change. To limit the risk, it is desirable to provide for a strict and effective supervision system managed by the coordination structure (see point 7.1) including:

- frequent progress meetings (ranging from once a month to once per quarter);
- frequent technical and financial progress reports (actions completed and results obtained);
- optional extraordinary meetings as soon as agreed estimated deadlines have been overrun,
- including the right for the parties to review their position within the co-operative venture based on clearly stated reasons.

8. FINANCIAL PROVISIONS

(beyond those already included in the EC & DST grant agreement/ sanction letter)

8.1. Financial plan

To be defined by the parties, if necessary.

8.2. Mutual payments

Deals with mutual payments and common costs of more than one party (if applicable). Under certain circumstances, two or more parties may incur common expenses (personnel, equipment, etc.). It is desirable to provide for the procedure governing the payment of this type of expense by

each party in the Coa and to clearly identify its reporting to the European Commission and DST , particularly as regards the following:

- reimbursable advance to a participant and method of reimbursement
- terms of payment with regard to mobility of researchers into EU partner lab /into Indian partner lab
- identifies management activity costs beyond those foreseen by the EC/DST grant agreement/sanction letter, etc.

8.3. Costs to be claimed under the coordination activities

Determines the costs which relate to the coordination of the projects, e.g. costs related to coordination meetings.

8.4. Changes

Sets out provisions for dealing with changes to the financial aspects of the project.

9. PROVISIONS REGARDING INTELLECTUAL PROPERTY RIGHTS (IPR) MANAGEMENT, DISSEMINATION AND USE

To be elaborated in keeping with factors and guidelines stipulated in IPR Annex of Nov.30,2007 India-EU S&T Agreement

10. GENERAL PROVISIONS

10.1. Entry into force

Determines the effective date of entry into force of the Coa (on a strict condition that all the India-EU project partners are signatory to the final project grant linked documents of EC and DST such as Technical Annex & Coa).

10.2. Duration / Termination

Deals with the duration of the Coa and with the causes of early termination and addresses issues such as:

- the duration of the Coa vs. duration of the EC/DST grant agreement (e.g. 6 months longer, etc);
- the possibility of tacit renewal and extension;
- the automatic termination after full completion of the project;
- the termination prior to full completion or upon early termination of the EC/DST grant agreement;
- the termination due to breach;
- the consequences of different reasons of termination (e.g. return of documents).

10.3. Amendments to the Coa

Provides simple and clear conditions and procedures for the amendment or revision of the Coa.

10.4. Confidentiality

Determines the confidentiality obligations and limits thereof, such as:

- what information is considered confidential (i.e. scope and exceptions);
- what steps /procedures must be taken to mark and transfer confidential information;
- to whom the confidential information may be divulged and under which conditions;
- the period during which the confidentiality obligations must be respected (See also under the heading "Survival" below).

10.5. Breach / non-compliance and associated liability, indemnification or penalties

Sets out what constitutes a breach of the obligations under the CoOA and its consequences, i.e.:

- what constitutes a breach and the procedure to be followed (including for example, a requirement to give notice identifying the breach and providing for the possibility of the defaulting party to rectify such a breach within a given period);
- liability (and possible limitations/ force majeure) for damage caused and indemnification thereof;
- possible penalties or liquidated damages for non-compliance (the conditions under which they are due should be clearly stipulated (e.g. regarding amounts, the procedure, the interest in case of delay of payments, etc);

10.6. Survival

Sets out which provisions survive the duration of the CoOA, such as those regarding:

- confidentiality and, if applicable, classification;
- applicable law and jurisdiction;
- access rights provisions;
- use of project Acronym (especially if this sign is protected as a trademark or a domain name for this sign has been registered).

10.7. Partial invalidity

Deals with the consequences of invalidity of certain provisions of the CoOA.

10.8. Communication

Sets out how notices and other communication under the CA must be made (the way this is done may differ according to the aim pursued).

10.9 Applicable law and jurisdiction

Will be guided by the provisions under Article 11 (e) of the Nov.30,2007 India-EU S&T Agreement.

Signatures of India-EU Research Project Partners and their corresponding Heads of Institution