

3. Provisions and pitfalls for/in contract texts

- 1. Practical barriers, and suggestions to overcome them;
- 2. The landscape of present rules and requirements regarding to research data, for instance in the recently revised Code of Conduct for Scientific Practice and in the regulations applied by research funding bodies;
- Provisions and pitfalls for/in contract texts.

During the preparation of the Seminar on Research Data Management several questions came in, indicating a need for 'issues to check and discuss' when starting a cooperation with third parties.

We decided that a set of clauses indicating which issues to discuss between cooperating parties, and offering food for thought on wordings to start with, would be helpful to discuss during the workshops. The texts are mainly based on the arrangements of Horizon 2020 as these have condensed wisdom and compromises reached during the past decades ...

You can find the selection of relevant articles of the Model Grant Agreement [here](#).

In addition to these articles you will also find, down at the bottom, a general publication clause.

Please be aware that this is food for thought and suggestions only, to help you consider offers brought to you and items to discuss before starting cooperating in a research project.

Using texts will be done at your own risk, and should be checked within your institute first!

Interesting items in H2020, that are also generally applicable when considering to set up or enter into a partnership:

- A broad definition of results guaranteeing that all results will fall under the same regime
- A best effort obligation to exploit results
- Provisions for joint ownership. Especially in bigger cooperation projects things get entangled and complex, opting for joint ownership up front may well be the best way forward to avoid severe discussions later on and to ensure that all parties involved get a reasonable compensation if results are realized.
- Provisions for rights of third parties (including personnel)
- Provisions for bringing in background knowledge and IP. Background refers to the knowledge and IP already present with partners before the cooperation starts, where these are needed to execute the project and in some cases valorize the new results (called 'foreground') arising in the project.

How to get there:

- Obligatory Consortium Agreement
- 'Plan for the exploitation and dissemination of the results'

Opt out options to protect results, confidentiality and security obligations when and where needed, to be decided upon beforehand.
