

Consortium Agreement models comparison table

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DESCA	IPCA
<p>Management of background</p> <ul style="list-style-type: none"> - - no specific provision on sideground, not subject to access rights - - defines background available by means of two Annexes specifying the background to be included and, if so, excluded (section 9.1, option 1) or simply specifies the background to be excluded (section 9.1, option 2) 	<p>Management of background</p> <ul style="list-style-type: none"> - - defines sideground (section 1.2), to which access rights are granted under the same conditions as background; specifies the sideground "needed" (section 1.2 and Annex III) - - specifies the background to be excluded (Annex IV)
<p>Management of foreground</p> <ul style="list-style-type: none"> - - transfers of foreground to specifically identified third parties shall not be objected to, but notification is necessary (section 8.2) - - in cases of joint ownership, each joint owner may exploit the common foreground individually following notification and compensation of the other joint owners (section 8.1, option 1) or without any compensation and notification unless otherwise agreed (section 8.1, option 2) 	<p>Management of foreground</p> <ul style="list-style-type: none"> - - transfers of foreground to specifically identified third parties/ affiliates/ and/or any assignee of the assignor's relevant business shall not be objected to, and no obligation of prior notification applies (section 4.1.3) - - each joint owner may use the common foreground individually and grant licences to third parties (possibly with the right to sublicense) without notification and compensation to the other joint owners (section 4.1.2.2.b). If a joint owner does not contribute to the protection costs, it may lose certain rights to the common foreground (section 4.1.2.2.d option 1) or not (section 4.1.2.2.d option 2)
<p>Access rights</p> <ul style="list-style-type: none"> - - access rights requests shall be made in writing and the receiving participant must show that they are needed (section 9.2). - - access rights for execution purposes are always royalty-free, unless otherwise agreed in annex (section 9.3) - - access rights to foreground for use are granted royalty-free for further internal research and on fair and reasonable conditions for third-party research and commercial exploitation (section 9.4, option 1) or are granted on a royalty-free basis (section 9.4, option 2) - - access rights to background for use purposes are granted on fair and reasonable conditions (section 9.4) - - access rights for use purposes may be requested and shall be granted up to one year after termination of the project (following the Annex II default regime) 	<p>Access rights</p> <ul style="list-style-type: none"> - - access rights are deemed granted, no request is necessary - except access rights to background and sideground for use purposes - (sections 4.2.3 and 4.2.4). However, participants shall be mutually informed of any access rights to background and sideground that are expected to be requested or granted (section 4.2.1.3). - - access rights for execution purposes are always royalty-free (section 4.2.3) - - access rights to foreground for use purposes are granted on a royalty-free basis, are worldwide and last for the lifetime of the relevant foreground (sections 4.2.1.1 and 4.2.4) - - access rights to background and sideground for use purposes are granted under fair and reasonable conditions (section 4.2.4)

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	<ul style="list-style-type: none"> - access rights for use purposes may be requested and shall be granted up to two years after termination of the project (section 4.2.1.5)
<p>Affiliates</p> <ul style="list-style-type: none"> - no specific definition - access rights to affiliates under the conditions of Annex II apply only if foreground has been (partially) transferred to the affiliate (section 9.5, option 1) or access rights to affiliates that hold a licence to the relevant foreground and comply with additional conditions (section 9.5, option 2) - access rights to affiliates for use purposes always granted under fair and reasonable conditions - upon cessation of the affiliate status all access rights lapse. Further arrangements may be negotiated in separate agreements (section 9.5) 	<p>Affiliates</p> <ul style="list-style-type: none"> - specific definition (section 1.2) enlarges the list of affiliates compared to Annex II - access rights to affiliates as if they were parties, subject to conditions (section 4.2.2.1) - affiliates' access rights to foreground for use granted royalty-free, to background and sideground under fair and reasonable conditions (section 4.2.2.1 in fine and section 4.2.4)
<p>Third party access rights</p> <ul style="list-style-type: none"> - no direct access to another participant's foreground shall be granted, unless the participant explicitly agrees (section 9.4) 	<p>Third party access rights</p> <ul style="list-style-type: none"> - a participant may enter an agreement with a third party with regard to minor parts of foreground, sideground or background belonging to another participant amalgamated with its own foreground, unless the other participants' commercial interests are adversely affected (section 4.2.6)
<p>Confidentiality and publications</p> <ul style="list-style-type: none"> - "confidential" information shall be explicitly marked or identified as such when disclosed orally (section 10). - participants are required to cooperate for the timely submission of academic works, among other things (section 8.3.3) 	<p>Confidentiality and publications</p> <ul style="list-style-type: none"> - "confidential" information shall be marked as such (section 4.3, option 2) or all information exchanged between participants is considered confidential (section 4.3, option 1). Confidentiality obligations shall not prevent communication of such information to affiliates and third parties in certain cases (section 4.3.5) - participants are required to inform the other parties and the Commission of any publication plans (section 4.4.1)
<p>Provisions specific to software (MODULE IPR SC)</p> <ul style="list-style-type: none"> - participants shall inform each other of their intention to use open source software in the project, and such use shall 	<p>Provisions specific to software</p> <ul style="list-style-type: none"> - the use of open source software is restricted unless participants approve it unanimously in writing regarding specific software and utilisation purposes. Additional conditions are applicable (section 4.2.7.3 and Annex V)

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<p>be approved by the General Assembly (section 9.8.2)</p> <ul style="list-style-type: none">- - access rights to source code are provided only to the extent necessary (section 9.8.3)- - access rights to foreground in source code form include the right to sublicense for specific purposes (section 9.8.4.2.2)	<ul style="list-style-type: none">- - access rights to software that is foreground include source code access (section 4.2.7.1, option 1) or include limited source code access (section 4.2.7.1, option 2). Access rights to software that is background or sideground include limited source code access. Yet, participants are not obliged to grant access to source code if the software has not been identified in the relevant annex (section 4.2.7.1 and Annex VI)- - access rights in source code form do not include the right to sublicense, unless otherwise agreed (4.2.7.2.b)
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