

NORDRESS Consortium Agreement highlights



All participating institutions have signed the CA

This presentation gives a brief overview of the main items in the CA.

Partners should familiarize themselves with the CA, which defines the rights and responsibilities of all partners.

Obligations

- Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under this Consortium Agreement.
- Each Party undertakes to notify the PM promptly any significant information, fact, problem or delay likely to affect the Project.
- Each Party shall promptly provide all information relating to the Project to the PM, the Nordress Council or NordForsk.

Breach

- In the event that the NORDRESS Council identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement, the Project Leader will give **written notice** to such Party requiring that such breach be **remedied within 30 days**.
- If such breach is substantial and is not remedied within that period or is not capable of remedy, the NORDRESS Council may decide to declare Party to be a **Defaulting Party** and to decide on the consequences thereof which may include termination of its participation.
- There are Provisions for Force Majeure (see CA).

NORDRESS Council

- The NORDRESS Council is the ultimate decision-making body of the Consortium.
- The NORDRESS Council consists of one representative of each Party.
- The Project Leader chairs all meetings of the NORDRESS Council, unless decided otherwise by the Council. The co-chair is decided upon from amongst the other Members.
- All Members should **be present or represented** at any meeting.

Meetings

- The chairperson shall convene ordinary meetings of the NORDRESS Council **at least once a year** and shall also convene extraordinary meetings upon written request of any Member.
- Any decision may also be taken **without a meeting** if the Project Leader circulates to all Members a written document which is then confirmed electronically by the defined majority of all Members.
- Meetings of the NORDRESS Council may also be held by **teleconference** or other telecommunication means.
- Decisions will only be binding once the relevant part of the Minutes has been accepted

Voting

- Two-thirds of Council Members must be present for decisions to be valid
- Each Member present or represented in the meeting has one vote.
- Defaulting Parties (that are about to leave the Project) may not vote.
- Decisions shall be taken by a majority of 2/3.
- Members have right to veto decision or agenda items that threaten their interests severely.

The Council decides on major things

- Changes in Project Plan and budget
- Access of new partners
- Defaulting partners
- Change of project leader
- Giving up the project

The Project Manager

- Is the intermediary between the Parties and the NordForsk Secretariat
- Monitors partners' compliance with their obligations
- Collects, edits and submits progress reports
- Administers finances
- Maintains website
- Provides relevant information
- etc

Finances

- Each party has to maintain financial accounts and document all expenses
- Each party gets no more than allocated in the budget
- A Party leaving the Consortium shall refund all payments it has received **except** the amount of contribution already accepted by NordForsk
- The Project Manager is entitled to withhold any payments due to a Party identified by the NORDRESS Council to be in breach of its obligations
- The Project Manager is entitled to recover any payments already paid to a Defaulting Party
- Further information on finances and reporting is provided in a separate presentation by Ingibjörg Lilja Ómarsdóttir

Ownership

- Results shall be the property of the Party carrying out the work generating these Results
- Joint ownership where that applies
- Detailed specifications on ownership in the CA

Publications

- Each Party shall ensure that the Results of which it has ownership are disseminated as swiftly as possible.
- **Prior notice** of any planned publication shall be made **thirty (30) days** before the publication to the Project Leader and the other Parties.
- A copy of the projected presentation, publication, poster or similar, or a written summary in the case of an intended oral presentation, shall be sent to the Project Leader and the other Parties at the earliest time reasonably possible.

Objection to the planned publication

- shall be made in writing to the Project Leader and the other Parties within fifteen (15) days after receipt of the notice.
- If no objection is made within the time limit stated above, the publication is permitted.

An objection is solely justified if

- the objecting Party's Confidential Information is disclosed by the publication; or
- the protection of the objecting Party's Results or Background is adversely affected. The objection has to include a precise request for necessary modifications.
- PM seeks solution with the parties involved.

Authorship credit

- Authorship of publications shall be credited according to the Vancouver-rules - Uniform Requirements for Manuscripts Submitted to Biomedical Journals - [http://www .i cmj e.org](http://www.icmje.org) .
- Pursuant to these rules Authorship credit shall be based on:
 1. substantial contributions to conception and design, acquisition of data, or analysis and interpretation of data;
 2. drafting the article or revising it critically for important intellectual content; and
 3. final approval of the version to be published. Authors must meet all three conditions (1, 2, and 3).
- Acquisition of funding, collection of data, or general supervision of the research group alone does not constitute authorship.

Acknowledgement of the funding from NordForsk and NORDRESS

- All publications or any other dissemination relating to NORDESS results shall include a **statement** indicating that said results were generated in cooperation with NORDRESS and with financial support from NordForsk.
- The **logos** of NordForsk and NORDRESS shall appear on all publications. The logos will be available on the NORDRESS website.

Access Rights and Confidentiality

- Chapters 9 and 10 of the CA specify in detail issues pertaining to the use of information.
- Members are advised to familiarize themselves with these.

Never having to consult the CA is a sigh of good cooperation in the project! Let's aim for that!

