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ConcePTION

WP8 – Scientific coordination, project management & sustainability

D8.7 Additional third party selection procedure description

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Abstract

During the proposal phase of ConcePTION, it was foreseen that it is likely the consortium will add additional third parties for the demonstration studies in WP1 and data access providers in WP7. This deliverable report describes some background information with regards to third parties in general and Intellectual property rights related to (linked) third parties. The project management office (PMO) of ConcePTION developed a third party selection procedure and this procedure has been approved by the Managing Board. The last part of the report describes some the procedure with regards to the Confidential Disclosure Agreements (CDA) and Third parties.

Summary of third party selection procedure:

1. A beneficiary has a request which cannot be for filled by another beneficiary or (linked) third parties already associated with the project.
2. The beneficiary informs the PMO with the request to add a new third party to the project.
3. The beneficiary may suggest a third party with specific expertise or access to certain recourses.
4. When no third party is suggested by the beneficiary the MB is consulted for additional third parties who may be suited.
5. The beneficiary contacts the third party
6. A Confidential Disclosure Agreement is composed and signed by relevant parties
7. A Third Party Agreement is composed and signed by relevant parties
8. The PMO will include the new third parties during the period report on a yearly basis

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1. Background

1.1 What is a third party?

A legal entity which carries out work of the action (DoA), supplies goods or provide services for the action, but which did not sign the grant agreement.

Types of third parties

Linked third party: A legal entity with a legal link to one of the beneficiaries. A linked third party is allowed to carry out (part of) the tasks described in the DoA.

Third party: A legal entity providing resources, goods or services to the beneficiaries for them (the beneficiary) to carry out the work described in DoA. Note, a third party is not allowed to carry out (part of) the tasks themselves.

Subcontractor: A legal entity hired to perform one or more tasks for a beneficiary. Note, best value for money must be ensured and subcontracting between beneficiaries is not allowed.

Types of third parties	CHARACTERISTICS						
	Does work of the action	Provides resources or services	What is eligible?	Must be indicated in Annex 1	Indirect costs	Selecting the third party	Articles
Linked third party	YES	NO	Costs	YES	YES	Must be affiliated or have a legal link	Article 14
Subcontractors	YES	NO	Price	YES	NO	Best value for money, avoid conflict of interest	Article 13
Third party providing in-kind contributions	NO	YES	Costs	YES	YES	Not used to circumvent the rules	Articles 11 and 12
Contractors	NO	YES	Price	NO	YES	Best value for money, avoid conflict of interest	Article 10
Financial support to third parties	Only if allowed in the call The beneficiaries' activity consists in providing financial support to the target population			YES	NO	According to the conditions in Annex 1	Article 15

Figure 1 Characteristic of the different types of third parties

Costs: Actual costs

Price: Commercial price

1.2 Intellectual property rights and (linked) third parties

All beneficiaries agreed on the intellectual property rights described in Article 6, 7 and 8 of the ConcePTION Consortium Agreement. Below provides a short description of the agreements related to (linked) third parties. Please note, this description is not legally binding. The associated article of the Consortium Agreement is included as a reference.

(Linked) third parties and result ownership (Article 7.4.2.2)

A beneficiary must, in advance, contractually agree on all necessary rights (transfer, licenses and other) from the (linked) third party in relation to the results, in order to be able to respect its obligations *as if those results were generated by the beneficiary itself*.

If obtaining these rights is impossible, the beneficiary must refrain from using the (linked) third party to generate results.

2. Third party selection procedure

The following third party selection procedure was established:

1. A beneficiary has a request which cannot be for filled by another beneficiary or (linked) third parties already associated with the project.
2. The beneficiary informs the PMO with the request to add a new third party to the project.
Note, a linked third party can only be added through an official amendment
3. The beneficiary may suggest a third party with specific expertise or access to certain recourses.
Note, of subcontracting must ensure the best value for money. This does not mean that you need to hire the cheapest provider, but it does mean that you should carefully consider the options based on quality and price. Usually, you may demonstrate best value for money by showing 3 quotations with a description on why the one supplier is the best fit for you. Keep this information on file so that in case of an audit, the accountant may ask for these quotations or your argumentation.
4. When no third party is suggested by the beneficiary the MB is consulted for additional third parties who may be suited
5. The beneficiary contacts the third party
6. A Confidential Disclosure Agreement is signed according to the procedure below (contract between ConcePTION consortium and beneficiary)
7. A Third Party Agreement is constructed by the beneficiary and signed by the legal representative of the beneficiary and the third party (contract between beneficiary and TP)
8. The PMO will include the new third parties during the period report on a yearly basis

3. Confidential Disclosure Agreements (CDA) and Third parties

Before sharing confidential information about the project with an external party, a CDA must be signed by the organisation and the consortium. Novartis and UMCU will jointly act as mandate holder on behalf of the consortium. CDA templates can be found as an Annex to the Consortium Agreement (Annex 8 and 9). In general, the one-sided CDA is used, unless a two-sided CDA is specifically requested by the third party.

3.1 What is confidential?

Non-confidential information	Confidential information
Information disclosed on the public website	Information disclosed in the consortium agreement
Information disclosed in the press release(s)	The Description of Action (full version)
Aim and objective of the project	(Ongoing) work, related to the tasks
Approved deliverables reports	
Public (adjusted) DoA	

3.2 CDA procedure

The following procedure to get a CDA signed by all organizations has been established:

1. The beneficiary interacting with the external organization will compile a CDA (template provided in Annex 8 and 9 of the Consortium Agreement)
2. The CDA is sent to and (digitally) signed by the third party
3. The interacting beneficiary sends the one-side signed CDA to the PMO (pmo@imi-conception.eu)
4. The PMO will have 14 days to get the CDA signed by the mandate holders
5. The PMO will return a fully (digitally) signed copy to the interacting beneficiary and the third party

3.3 Who needs to sign the CDA?

Depending on the situation a CDA needs to be signed by the legal representative from an organization or by an individual.

By organization (legal representative): when an organization joins the consortium as a linked third party or third party.

By individual: when someone will join a (stakeholder) meeting or advisory board upon personal capacity