**REsearch IRELAND**

**Enterprise Collaboration Form**

**Terms of Reference**

Through this Enterprise Collaboration Form, Research Ireland is seeking to verify ex-ante (i.e., upfront) that each project funded under a Research Ireland Grant that involves collaboration with an enterprise partner[[1]](#footnote-2) complies with the relevant provisions of the European Commission’s Framework for State aid for research and development and innovation concerning “effective collaboration”.

This form should be completed by Grant recipients, in conjunction with their Research Office/Technology Transfer Office, for each collaborative research agreement attributed to the Grant and counted against enterprise cost share targets. Completed forms much be submitted[[2]](#footnote-3) to Research Ireland on or before the date that the Collaborative Research (or Intellectual Property Rights) Agreement has been ‘agreed’ with or signed by the relevant partner(s). Please note that the relevant Letter of Offer *may* specify a given timeframe within which Collaborative Research (or Intellectual Property Rights) Agreement(s) must be ‘agreed’ with or signed, e.g., within 90 or 180 days of the start date of the Grant.[[3]](#footnote-4)

*Version 3: 23/01/2023*

**1. Project Summary**

|  |
| --- |
| **1.1 Title**  |
| Click or tap here to enter text. |

|  |
| --- |
| **1.2 Research Ireland Proposal ID/Grant Reference Number** |
| Click or tap here to enter text. |

|  |
| --- |
| **1.3 Project Objectives (max. 200 words)** |
| Click or tap here to enter text. |

|  |
| --- |
| **1.4 What Research Ireland Programme is the Grant funded under? (e.g., Spokes, Strategic Partnerships, Enterprise Partnership Programme etc)** |
| Click or tap here to enter text. |

**2. Contact details**

|  |
| --- |
| **2.1 Principal Investigator[[4]](#footnote-5)** |
| Principal Investigator Name | Click or tap here to enter text. |
| Principal Investigator Research Body | Click or tap here to enter text. |
| **2.2 Project Leader[[5]](#footnote-6) (if different to the Principal Investigator)** |
| Project Leader Name | Click or tap here to enter text. |
| Project Leader Research Body | Click or tap here to enter text. |
| **2.3 Enterprise Partner Organisation**  |
| Enterprise Name | Click or tap here to enter text. |
| Main Contact Name | Click or tap here to enter text. |
| Job title | Click or tap here to enter text. |
| Company Address | Click or tap here to enter text. |

**3. Collaborative research project must be an ‘effective collaboration’**[[6]](#footnote-7)

With the following questions, Research Ireland is seeking to verify ex-ante (i.e., upfront) that each collaborative research project and associated Collaborative Research Agreement(s) (CRA) that will be entered into under the designated Research Ireland Grant will comply with the relevant provisions of the Framework concerning ‘effective collaboration’. Please see Annex 1 and 2 below, for further context around and guidance on what is required in response to each of these questions.

|  |
| --- |
| **Please confirm that the research project will involve at least two independent parties in pursuit of a common objective(s).**  |
| **Insert Yes / No**  |

|  |
| --- |
| **Please describe the independent parties and the common objective(s). (max. 300 words)** |
| Click or tap here to enter text. |
| **Please confirm that the research project will be based on the division of labour, in that the parties will jointly define the scope of the project, participate in its design and contribute to its implementation.**  |
| **Insert Yes / No**  |
| **Please describe how the research project will be based on the division of labour, in that the parties have jointly defined the scope of the project, participated in its design and will contribute to its implementation. (max. 300 words)** |
| Click or tap here to enter text. |
| **Please confirm that the research project will involve the sharing of financial, technological, scientific and other risks between the parties.**  |
| **Insert Yes / No**  |
| **Please describe how the research project will involve the sharing of financial[[7]](#footnote-8), technological, scientific and other risks between the parties. (max. 300 words)** |
| Click or tap here to enter text. |
| **To the extent that a research project gives rise to results and/or IPR, please confirm that the research project will comply with one of the conditions set out in paragraph 29 of the Framework (and paragraph 30 as appropriate). Please note that that evidence of compliance may be required and as such the CRA may be requested and subject to audit.**  |
| **Insert Yes / No** |
| **Please confirm that the CRA (incorporating the above conditions) will be agreed by all parties and signed prior to the start of the research project.**  |
| **Insert Yes / No** |
| **Please confirm that the research project will not involve contract research or the provision of research services within the meaning of section 2.2.1 of the Framework.** |
| **Insert Yes / No** |

**4. Enterprise Partner Contribution**

Please detail, where possible, the expected Enterprise Partner’s cash and/or in-kind contributions.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total €  |
| Enterprise Cash € | Enter here | Enter here | Enter here | Enter here | Enter here | Enter here |
| Industry in-kind € | Enter here | Enter here | Enter here | Enter here | Enter here | Enter here |
| *Cost 1* | Enter here | Enter here | Enter here | Enter here | Enter here | Enter here |
| *Cost 2* | Enter here | Enter here | Enter here | Enter here | Enter here | Enter here |
| Total | Enter here | Enter here | Enter here | Enter here | Enter here | Enter here |

**5. Signatures**

|  |
| --- |
| **Signatures below confirm acceptance and agreement that the project will be carried out in compliance with the relevant provisions of the Framework concerning ‘effective collaboration’.** |
| **AUTHORISED INSTITUTIONAL SIGNATORY**  | **PROJECT LEADER[[8]](#footnote-9)**  |
| Name: Click or tap here to enter text. | Name: Click or tap here to enter text. |
| Position: Click or tap here to enter text. | Position: Click or tap here to enter text. |
| Research Body: Click or tap here to enter text. | Research Body: Click or tap here to enter text. |
| Email: Click or tap here to enter text. | Email: Click or tap here to enter text. |
| Signed: Click or tap here to enter text. | Signed: Click or tap here to enter text. |
| Date: Click or tap here to enter text. | Date: Click or tap here to enter text. |
| **PRINCIPAL INVESTIGATOR (where relevant)[[9]](#footnote-10)** | **LOCAL SIGNATORY (where relevant) [[10]](#footnote-11)** |
| Name: Click or tap here to enter text. | Name: Click or tap here to enter text. |
| Position: Click or tap here to enter text. | Position: Click or tap here to enter text. |
| Research Body: Click or tap here to enter text. | Research Body: Click or tap here to enter text.  |
| Email: Click or tap here to enter text. | Email: Click or tap here to enter text. |
| Signed: Click or tap here to enter text.  | Signed: Click or tap here to enter text. |
| Date: Click or tap here to enter text. | Date: Click or tap here to enter text. |

**Annex 1**

**Effective Collaboration Provisions in the European Commission’s Framework for State aid for research and development and innovation (2022/C 414/01) (the “Framework”)**

***Section 2.2.2 Collaboration with undertakings***

*Paragraph 28*

A project is considered to be carried out through effective collaboration where at least two independent parties pursue a common objective based on the division of labour and jointly define its scope, participate in its design, contribute to its implementation and share its financial, technological, scientific and other risks, as well as its results. One or several parties may bear the full costs of the project and thus relieve other parties of its financial risks. The terms and conditions of a collaboration project, in particular as regards contributions to its costs, the sharing of risks and results, the dissemination of results, access to and rules for allocation of IPR, must be concluded prior to the start of the project.[[11]](#footnote-12) Contract research and provision of research services are not considered to be forms of collaboration.

*Paragraph 29*

Where collaboration projects are carried out jointly by undertakings [[12]](#footnote-13)and research organisations or research infrastructures, the Commission considers that no indirect State aid is awarded to the participating undertakings through those entities due to favourable conditions of the collaboration if one of the following conditions is fulfilled:

(a) the participating undertakings bear the full cost of the project, or

(b)the results of the collaboration which do not give rise to IPR may be widely disseminated and any IPR resulting from the activities of research organisations or research infrastructures are fully allocated to those entities, or

c) any IPR resulting from the project, as well as related access rights are allocated to the different collaboration partners in a manner which adequately reflects their work packages, contributions and respective interests, or

(d) the research organisations or research infrastructures receive compensation equivalent to the market price for the IPR which result from their activities and are assigned to the participating undertakings, or to which participating undertakings are allocated access rights. The absolute amount of the value of any contribution, both financial and non-financial, of the participating undertakings to the costs of the research organisations or research infrastructures’ activities that resulted in the IPR concerned, may be deducted from that compensation.

*Paragraph 30*

For the purpose of point 29(d), the Commission will consider that the compensation received is equivalent to the market price if it enables the research organisations or research infrastructures concerned to enjoy the full economic benefit of those rights, where one of the following conditions is fulfilled:

 (a)the amount of the compensation has been established by means of an open, transparent and non-discriminatory competitive sale procedure, or

(b) an independent expert valuation confirms that the amount of the compensation is at least equal to the market price, or

c) the research organisation or research infrastructure, as seller, can demonstrate that it effectively negotiated the compensation, at arm’s length conditions, in order to obtain the maximum economic benefit at the moment when the contract is concluded, while considering its statutory objectives, or

(d) in cases where the collaboration agreement provides the collaborating undertaking with a right of first refusal as regards IPR generated by the collaborating research organisations or research infrastructures, where those entities exercise a reciprocal right to solicit more economically advantageous offers from third parties so that the collaborating undertaking has to match its offer accordingly.

*Paragraph 31*

If none of the conditions in point 29 are fulfilled, the full value of the contribution of the research organisations or research infrastructures to the project will be considered as an advantage for the collaborating undertakings, to which State aid rules apply.

**Annex 2**

 **EARTO Guidance for Effective Collaboration and Collaborative Research Agreements**

Please note that the following is based on guidance[[13]](#footnote-14) that was published by the European Association of Research and Technology Organisations (EARTO) in its Note on EU State Aid Rules for Research & Innovation (30 January 2018). As noted by EARTO, its guidance paper “*has to be regarded as a general explanatory document. The analysis of a State aid case by the European Commission is highly dependent on the given context of the case, where professional guidance by qualified State aid or competition lawyers is required*”. Parties to each CRA are advised to obtain their own independent legal advice in relation to compliance with the State aid rules.

In accordance with the Framework, a CRA which fulfils the following conditions should not give rise to the grant of State aid, either directly to a research body or indirectly to an industry partner:

* The project is a collaboration between at least two independent parties in pursuit of a common objective, with generally no obligation of attaining results but rather an obligation of means (to exert reasonable effort) to fulfil the common objective;
* It is based on the division of labour, in that the parties jointly define the scope of the project, participate in its design and contribute to its implementation;
* There is a sharing of financial, technological, scientific and other risks between the partners, although one or several industry parties may bear the full costs of the project and thus relieve other parties of the financial risks;
* There is a sharing of the research results. In that regard:
	+ Intellectual Property Rights (IPR) and access rights should be allocated to the different partners with respect to the value of their contribution and respective interest, or in the case of an exploitation by the partner, a compensation equivalent to the market price is attributed to the research organisation/research infrastructure (royalties) with respect to the value of their contribution and the value of the technology,
	+ Non-IPR results can be widely disseminated e.g., through conferences, publication, open access repositories, or free or open-source software; and
* The CRA (incorporating the above conditions) was entered into prior to the start of the project. However, this does not mean that definite agreements as to the market value of resulting IPR or the value of contributions to the project must be in place prior to the start of the project.

For the avoidance of doubt, contract research and the provision of research services are not considered to be forms of effective collaboration within the meaning of the Framework.

1. An enterprise partner is commonly referred to as an “undertaking”. The concept of an “undertaking” under EU competition rules is an entity that is engaged in an “economic activity” (offering a good or service on a market) regardless of its legal status or the way that it is financed. [↑](#footnote-ref-2)
2. Completed ECF should be returned to the Research Ireland inbox schemes@researchireland.ie . [↑](#footnote-ref-3)
3. See relevant Letter of Offer for details. [↑](#footnote-ref-4)
4. Principal Investigator on the Grant (as per the Letter of Offer). As outlined in Research Ireland’s Grants GT&Csthe terms Principal Investigator and Lead Investigator are interchangeable. [↑](#footnote-ref-5)
5. Complete if the Project Leader for the project for which the related CRA is signed is different to the Principal Investigator on the Grant (as per the Letter of Offer). The “Project Leader” directly manages the budget and deliverables associated with the project in question. Within the RB this individual may be referred to as a PI or FI. Please see the FAQ for further information. [↑](#footnote-ref-6)
6. In accordance with the Research Ireland Letter of Offer, the project must have the characteristics of an “effective collaboration” as set out in paragraph 28 of the European Commission’s Framework for State aid for research and development and innovation (2022/C 414/01) (the “**Framework**”) and satisfy one of the conditions set out in paragraphs 29 and 30 (as appropriate) of the Framework. The applicant will be required to document and provide Research Ireland with appropriate evidence clearly demonstrating compliance with these requirements, both upfront and during the lifetime of the project. Further details around this obligation will be provided in the Letter of Offer and in separate correspondence, as necessary, prior to the Grant being awarded. [↑](#footnote-ref-7)
7. Where the industry partner bears the full costs of the collaborative research project, this means that they are bearing the full financial risks, according to the Framework (as set out in para 29(a)). The methodology for calculating the full costs of the research project should be based upon robust methodology and may be subject to audit. [↑](#footnote-ref-8)
8. Project Leader oversees the direct management of the budget and deliverables associated with the project and CRA in question. See footnote 5 above. [↑](#footnote-ref-9)
9. If the Project Leader is not the Principal Investigator on the Grant (as per the Letter of Offer) to which the CRA is attributed, the Principal Investigator on the Grant (as per the Letter of Offer) should also sign the form if both the Project Leader and PI are associated with the same Research Body; please see the FAQ for further information. [↑](#footnote-ref-10)
10. If the project takes place within a Research Body that is different to that associated with the Principal Investigator on the Grant (as per the LoO), it will be acceptable for a Local Signatory to sign in their stead as long as it is in accordance with the authorised signatory provisions described in the inter-institutional agreement. If no formal signatory provision is described or where no inter-institutional agreement exists, then the local signatory provided should be that of a named co-PI as specified in the Letter of Offer who is affiliated with the Research Body where the CRA exists. In this instance, the Principal Investigator fields may be left blank. Please see the FAQ for further information. [↑](#footnote-ref-11)
11. This does not include definite agreements on the market value of resulting IPR and the value of contributions to the project. [↑](#footnote-ref-12)
12. The concept of an “undertaking” under EU competition rules is an entity that is engaged in an “economic activity” (offering a good or service on a market) regardless of its legal status or the way that it is financed. [↑](#footnote-ref-13)
13. <https://www.earto.eu/wp-content/uploads/EARTO-Note-on-EU-state-aid-rules-for-RDI-final.pdf> [↑](#footnote-ref-14)