

Partner: Agence Nationale de la Recherche (ANR)

Notice: The Agence Nationale de la Recherche (ANR) supports the 3rd Call for Proposals "Scientific and Technological Cooperation in Plant Genome Research as basis of the knowledge Based Bio economy (PLANT-KBBE)". The ANR funds will be available only for support of french participants in projects. These funds will be managed by the Institut National de la Recherche Agronomique (INRA), which is also the support institute of the ANR national programme "Génomique".

For further details on the ANR, please visit <http://www.agence-nationale-recherche.fr/>.

Eligibility: The theme of the *Collaborative Research Project* (CRP) has to follow one of the themes defined in the Call. The CRP composition must match the requirements detailed in the Call (see Eligibility).

National regulations: by submitting their project to this call, French applicants accept the application of the rules defined in the research contracts run by the "GIS GENOPLANTE " (see page 2 of this document; detailed rules are accessible on <http://www.agence-nationale-recherche.fr/documents/aap/2008/aap-genomique-2008.pdf>, pages 28-32).

French applicants not being member of GIS GENOPLANTE have to be linked by a partnership contract with GIS GENOPLANTE. This contract will be negotiated on a case by case basis.

For French participations, a financial form (description of the cost breakdown) must be added to the proposal (form to be downloaded from <http://www.agence-nationale-recherche.fr/documents/aap/2008/aap-trilateral-plant-KKBE-2008-nationalannex.xls>

The rate of funding applicable to research organisations, to undertakings, as well as the rules for complementary funding for projects labelled by a "Pole de compétitivité" are defined by ANR; they are the same as in the national call for projects "Genomique 2008" (<http://www.agence-nationale-recherche.fr/documents/aap/2008/aap-genomique-2008.pdf>)

The final acceptance of the projects will be given by the ANR director.

Consortium agreement and Intellectual Property Rights: For the selected projects the consortium agreement between the parties should follow the IPR conditions, the model of Consortium agreement and the GIS GENOPLANTE criteria as defined in Specific clauses for the french applicants (see page 2 of this document).

Research project follow-up: The follow-up of the funded projects will be carried out in the same way as for the projects funded in the national ANR programme "Génomique 2008 ", within the axis "Génomique des plantes". The ANR "Génomique des plantes" Follow up Committee will examine the french participation and will have a close look at the implementation of the collaboration.

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Specific clauses for the participation of French applicants



French applicants not being member of the GIS GENOPLANTE have to be linked by a partnership contract with the GIS GENOPLANTE Member(s) involved in the Project and GENOPLANTE VALOR.

Therefore in application of GIS GENOPLANTE rules, the French applicants accept in particular that:

- Ownership rules:
 - The property of their results and of any intellectual property title filed on these results will belong to GENOPLANTE VALOR;
 - In case of results obtained in co-property with non French applicant(s), the part of co-property of the French applicants in these results and in the intellectual property titles which could be filed on them will belong to GENOPLANTE VALOR as well;
- Access rights rules:
 - Project only involving research organisations (no undertakings):
 - Access rights for research: the applicants of the project, the GIS GENOPLANTE Members and the Members of the National Plant Genomic Research Networks (NPGRN) of the other non-French applicants, if applicable, will have non-exclusive and free access of all results made in the project for internal research only.
 - Access rights for exploitation: the Applicants of the Projects, the GENOPLANTE Members and the Members of the NPGRN of the other non-French applicants, if applicable, will have non-exclusive access rights of all results for exploitation under commercial royalty-bearing licence. Upon mutual consent of the applicants, access rights for exploitation can be given to third parties. Exploitation of the results will involve the remuneration of the applicants who obtained the results.
 - Project involving research organisations and undertakings
 - Access rights for research: same rules as for projects only involving research organisations as explained above.
 - Access rights, for exploitation:
 - Results obtained by only one applicant or of applicants of a same country: access rights for exploitation only to the applicant(s) concerned, plus their affiliates, plus if applicable and following their NPGRN regulation, the members of their NPGRN. The dissemination of the results to the other applicants, their NPGRN members and to third parties in general will be regulated according to the NPGRN regulations of the applicant(s) who obtained the results.
 - Results co-obtained by applicants of different countries: access rights for exploitation reserved to the applicants who obtained the results and their affiliates for a limited duration. This duration (which shall be between 3 to 5 years) will have to be fixed between all the applicants of the project for any of these kinds of results and written in the full proposal file submitted in response to the call as part of the dissemination rules. During this duration, access rights for exploitation can nonetheless be granted, upon mutual consent of the applicants who obtained the results, to members of their NPGRN for a consideration of the payment of an access fee. After this duration, the same access rights for exploitation than for projects only involving research organisations as explained above will be applied. In all cases, exploitation of the results will involve the remuneration of the applicants who obtained the results.
 - In all cases, access rights to pre-existing know-how needed for the exploitation of a result will have to be taken and negotiated separately with its owner(s).
- Reviewing of publications: the *Consortium Agreement* (agreement following the acceptance of the Project which rules the rights and duties of the applicants in the realisation of the research) will include provisions concerning reviewing of the publications.