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|  | **Emerging Security Challenges Division**  **Science for Peace and Security Programme**  **Guidelines for Applicants: SPS Project Plan**  NATO Emerging Security Challenges Division, SPS Programme, Bd. Léopold III, B-1110 Brussels, Belgium |

# Purpose and Scope of these Guidelines

The purpose of this publication is to provide specific guidelines for the preparation of Project Plans for applicants who have been invited to submit them based on their initial Application. These Project Plans will form the basis for further review of projects and, if approved, their implementation.

Also included in this publication are some procedures that will govern the subsequent implementation of approved Projects. A more detailed *Science for Peace Project Management Handbook* is available to the Project Co-Directors of approved projects.

These Guidelines and the Management Handbook are also available on our web site: <http://www.nato.int/science>..

# Application and Review Process

## The Project Application

The first step in the application process is the Project Application which is the subject of its own set of guidelines which can be found on the [SPS website](http://www.nato.int/science) in the same location as these guidelines. Project Applications are reviewed as they are received. Applicants whose initial application is favourably reviewed will be invited to submit a *Project Plan,* which is the subject of these guidelines.

## The Project Plan

The project plan describes the purpose and objectives of the project in detail. It details the management and organization of the project and the responsibilities of key personnel, includes a detailed work plan and budget, and, if necessary, an intellectual property rights (IPR) agreement. A template can be found on the [SPS website](http://www.nato.int/science) in the same location as these guidelines. As described in the template, the Project Plan should be submitted electronically to [sps.applications@hq.nato.int](mailto:sps.applications@hq.nato.int?subject=ARW%20application), in Microsoft Word format if at all possible. Five paper copies (recto-verso, please) must be received by the SPS office at least one month before the ISEG meeting at which it will be reviewed.

On a case by case basis, an external expert may be appointed by NATO to assist in the preparation and evaluation of the Project Plan and/or, if approved, in the follow-up of the Project. Such an expert would work for NATO under a NATO Consultant contract. Practical arrangements for assistance and travel of the Consultant would be co-ordinated and agreed by the Consultant and the Project Co-Directors in consultation with the SPS Projects Office. For Terms of Reference of the NATO Consultant see [Annex 4](#Annex5Consultants).

## ISEG Review

Project Plans are subject to peer-review by NATO’s Independent Scientific Evaluation Group (ISEG) who recommend projects for funding (or not) to NATO.

## Final Approval

Projects recommended by the ISEG will be considered by NATO which makes a final decision to fund or reject.

## Timing

The overall process for a successful application, from initial submission deadline through planning grant and project plan to funded project can take eight or more months. Please plan your research and staffing accordingly.

Applicants should note that they cannot have more than one SPS activity running simultaneously. They should ensure that the file on any previous SPS activity directed by any of them is closed before applying to direct another.

# The Grant Letter and Project Funding

When a project is approved, NATO issues a Grant Letter which advises the Co-Directors of the decision and makes an initial award of funds sufficient to carry the Project through the first six to 12 months. The terms of the Grant may further impose specific conditions recommended by the ISEG or by NATO. The Grant Letter and the Project Plan form a contract between NATO and the Co-Directors, and all Co-Directors will sign the Grant Letter.

It is important to note that, although grants are made jointly to the Project Co-Directors, the NATO country Project Director (NPD) is ultimately responsible for the management of NATO funds.

Periodically, NATO makes additional grants to the Project based on progress of the work assessed on the basis of a six-monthly Progress Report. In addition to the terms and conditions of the initial grant, additional grants are subject to project documentation including progress reporting being in order as well as to the availability of budgetary credits.

The committed funds will stay in an account at NATO in Brussels. Payments to be made from these funds are requested through the NPD to the SPS Projects Office. These and other management aspects are covered in detail in the Science for Peace Project Management Handbook available on our [website](http://www.nato.int/science).

# Content of the Project Plan

The Project Plan should be prepared according to the template available on our [website](http://www.nato.int/science). Certain items may require additional explanation:

## Title

The title should be understandable for non-experts and clearly reflect a link to defence and security and the relevance of the project to NATO.

## Key Priorities

The SPS Key Priorities addressed by the project should be clearly indicated using the nomenclature and numbering found in [Annex 1](#Annex1KeyPriorities).

## Co-Directors

Please fill in all information for each Co-Director. If additional space is needed, please copy and paste the table for the final Co-Director as many times as necessary.

## End Users

Please identify at least one End User for project results. For a technology-development project, the end user may be a representative of a company to which the project’s technology will be transferred for commercialization. Other types of project may have End-Users from, for example, a Government ministry, State organisation, or regional or local authority. Private/Commercial/Industrial. For-profit companies are not eligible to receive SPS funding, but certainly may be involved as End Users.

## Related Projects

Please list other proposed, ongoing, or recently completed activities on the same or related topic involving Project participants, Co-Directors or otherwise. In the case of proposals, please indicate the requested dates and budgets.

## Current Status

In addition to the state-of-the-art worldwide, please also provide clear evidence of the capability of the project team to make a contribution.

## Implementation

A plan for putting the results of the project into practical use. How will the end-user(s) be involved in the Project and how do they plan to implement the results?

A plan for disseminating important knowledge gained by the project teams to the appropriate communities in Partner countries and internationally.

A commitment that all publications of results gained through this multi-year Project will include an acknowledgement of NATO’s support.

## Schedule

An example summary chart is shown in [Annex 5](#Annex6Schedule).

## Project Roles

Please identify all scientists involved in the project, not just the Co-Directors. Note that the participation of young scientists is a key part of an SPS Project.

## Training

A plan for training opportunities for project participants, particularly for young scientists. While training is an important component of SPS Projects, SPS does not support fellowships so training should be of limited duration, generally three months or less per person per year with strong justification required beyond this.

## Travel

A plan of travel for information exchange, including project meetings, internal and external workshops, and international meetings and conferences.

## Advisors and Experts

A plan for the involvement of outside Advisors and Experts in the project, if necessary. Only experts and advisors from a NATO country can be paid from SPS Project funds, and only in order to help the partner country solve a **specific project-related problem**. These visits may not exceed ten days per expert per year and are limited to €300 per day and ten days per year.

## Criteria for Success

[Annex 6](#Annex7Criteria) provides examples of criteria for success statements. Please ensure that these criteria are measurable and as quantitative as possible.

## Budget

Please complete a detailed budget table for each Co-Director. Note that the template contains embedded Microsoft Excel files; double-click on these to edit them, and please assure that they are scrolled all the way to the top before clicking outside them to return to Microsoft Word. If additional tables are needed, please copy and paste the final table as required.

Please note:

* *(a) Equipment* and *(b) Computers and Software* must be project-specific.
* *(c) Training* represents the *total* of the costs for project related training abroad including travel costs, living expenses and possible training fees.
* *(f) Travel* represents the *total* of the costs for participation at project related meetings, workshops and conferences including travel costs, living expenses and possible conference fees.
* When calculating costs for Training and Travel it is assumed that if a mission will exceed 10 days special accommodation is to be provided by the host institution, resulting in reduced accommodation expenses.

Please see [Annex 2](#Annex2Funding) for further information on the use of NATO SPS funds.

## Agreement

All Co-Directors must sign the research agreement, along with a suitable representative from their institution.

## Annexes

For Projects which may lead to new intellectual property, an agreement on Intellectual Property Rights (IPR) must be included. [Annex 7](#Annex8IPR) to these guidelines provides an example IPR agreement. In the absence of such an agreement please include a statement that it is unnecessary signed by each Co-Director and a suitable representative of his or her institution.

# List of Annexes

1. SPS Key Priorities
2. Funding
3. Definitions
4. Consultants
5. Example Schedule
6. Example Criteria for Success
7. Model Intellectual Property Rights Agreement

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|  | **Emerging Security Challenges Division**  **Science for Peace and Security Programme**  **Guidelines for Applicants – Project Plan** ANNEX 1: SPS Key Priorities NATO Emerging Security Challenges Division, SPS Programme, Bd. Léopold III, B-1110 Brussels, Belgium |

All activities funded under the SPS Programme must address the SPS Key Priorities listed below and must have a clear link to security and to NATO’s strategic objectives.

## Facilitate mutually beneficial cooperation on issues of common interest, including international efforts to meet emerging security challenges

* 1. *Counter-Terrorism*
     1. Methods for the protection of critical infrastructure, supplies and personnel
     2. Human factors in the defence against terrorism
     3. Detection technologies against the terrorist threat for explosive devices and other illicit activities
     4. Risk management, best practices and technologies in response to terrorism.
  2. *Energy Security* 
     1. Innovative energy solutions for the military; battlefield energy solutions; renewable energy solutions with military applications;
     2. Energy infrastructure security;
     3. Maritime aspects of energy security;
     4. Technological aspects of energy security.
  3. *Cyber Defence* 
     1. Critical infrastructure protection, including sharing of best practices, capacity building and policies;
     2. Support in developing cyber defence capabilities, including new technologies and support to the construction of information technology infrastructure;
     3. Cyber defence situation awareness.
  4. *Defence against CBRN Agents* 
     1. Methods and technology regarding the protection against, diagnosing effects, detection, decontamination, destruction, disposal and containment of CBRN agents;
     2. Risk management and recovery strategies and technologies;
     3. Medical countermeasures against CBRN agents.
  5. *Environmental Security* 
     1. Security issues arising from key environmental and resource constraints, including health risks, climate change, water scarcity and increasing energy needs, which have the potential to significantly affect NATO’s planning and operations;
     2. Disaster forecast and prevention of natural catastrophes;
     3. Defence-related environmental issues.

## Enhance support for NATO-led operations and missions

* 1. Provision of civilian support through SPS Key Priorities;
  2. Provision of access to information through internet connectivity as in the SILK-Afghanistan Programme;
  3. Cultural and social aspects in military operations and missions;
  4. Enhancing cooperation with other international actors.

## Enhance awareness on security developments including through early warning, with a view to preventing crises

* 1. *Security-related Advanced Technology:*

Emerging technologies including nanotechnology, optical technology, micro satellites, metallurgy and the development of UAV platforms.

* 1. *Border and Port Security* 
     1. Border and port security technology;
     2. Cross border communication systems and data fusion;
     3. Expert advice and assessments of border security needs and best practice.
  2. *Mine and Unexploded Ordnance Detection and Clearance* 
     1. Development and provision of advanced technologies, methodologies and best practice;
     2. Solutions to counter improvised explosive devices (IED).

## Human and Social Aspects of Security related to NATO’s strategic objectives

## Any project related clearly linked to a threat to security not otherwise defined in these priorities may also be considered for funding under the SPS Programme. Such proposals will be examined for links to NATO’s Strategic Objectives.

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|  | **Emerging Security Challenges Division**  **Science for Peace and Security Programme**  **Guidelines for Applicants – Project Plan** ANNEX 2: Funding NATO Emerging Security Challenges Division, SPS Programme, Bd. Léopold III, B-1110 Brussels, Belgium |

SPS supports projects for up to three years. Roughly half of the budget is generally allocated to equipment, ~20% to training and travel, and up to 15% to stipends. These proportions are meant as guidelines only, not fixed limits, and will vary according to the needs of each project.

Within the SPS project, NATO funds **may** be used for:

* the purchase of *project-specific* equipment, computers, consumables, and spare parts, including transport costs but not taxes and duties (see below)
* training for project participants, including necessary travel. Training may include, but is not limited to, instruction on new equipment or techniques with the manufacturer or in the laboratory of another project participant, or a seminar/institute organized within the framework of the project to train multiple project participants simultaneously
* the purchase of journals and books required for the project
* communication of project results, including publication in scientific journals and protection of project-generated intellectual property
* experts or advisors from a NATO country hired for a short duration to solve a **specific project-related problem**; advisors’ fees may not exceed €300 per day and ten days per year.
* participants’ international and domestic, but not local, travel for project meetings and consultation
* attendance at conferences, seminars, and workshops related to the project
* direct project-related administrative expenses
* stipends for key young researchers in eligible countries (see [**Annex 3**](#Annex3EligibleCountries))
  + total stipends may not be more than 15% of the project budget
  + stipend recipients must be employed full-time on the project
  + stipend recipients must be aged 40 or less at the date of the initial award
  + the CVs of proposed recipients must be submitted to and approved by the SPS office *before* stipends may be paid
  + Co-Directors may not themselves receive stipends

However, NATO funds **may not** be used for:

* salaries and related benefits of any kind
* fees for advisors or consultants from non-NATO countries or for the advice of participants in this or any other SPS project
* general consumables and services readily available in the participating institutes and countries
* overhead or general administrative expenses including but not limited to construction, rental or use of buildings, depreciation of equipment already available, maintenance of premises, or consumables such as electricity and heating oil
* daily and local travel
* car rental (except with the *prior* approval of the SPS office)
* the purchase of vehicles
* office equipment and supplies such as paper, copy machines, fax machines, etc.
* payment of taxes or duties including import taxes and VAT
* general language or computer courses
* translation of documents

According to the size of the project and the financial capability of the Co-Directors and their institutions, co-funding of some expenses, particularly those marked ❖ above, may be expected as part of the grant. The joint nature of the research should also be reflected in the allocation of funds among the Co-Directors.

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|  | **Emerging Security Challenges Division**  **Science for Peace and Security Programme**  **Guidelines for Applicants – Project Plan** ANNEX 3: Definitions NATO Emerging Security Challenges Division, SPS Programme, Bd. Léopold III, B-1110 Brussels, Belgium |

## NATO Countries

Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Turkey, United Kingdom, United States

## NATO Partners

Afghanistan\*, Algeria\*, Armenia\*, Australia, Austria, Azerbaijan\*, Bahrain, Belarus\*, Bosnia and Herzegovina\*, Egypt\*, Finland, Georgia\*, Iraq\*, Ireland, Israel, Japan, Jordan\*, Kazakhstan\*, Kuwait, Kyrgyz Republic\*, Malta, Mauritania\*, Moldova\*, Mongolia\*, Montenegro\*, Morocco\*, New Zealand, Pakistan\*, Qatar, Republic of Korea, Russian Federation, Serbia\*, Sweden, Switzerland, Tajikistan\*, the former Yugoslav Republic of Macedonia†\*, Tunisia\*, Turkmenistan\*, Ukraine\*, United Arab Emirates, Uzbekistan\*.

Young researchers from partner countries indicated with \* are eligible for SPS-funded stipends. Young researchers from NATO countries may be eligible on a case-by-case basis.

†Turkey recognises the Republic of Macedonia with its constitutional name.

## Independent Scientific Evaluation Group (ISEG)

The ISEG is an independent group of experts selected by NATO’s nations who meet on a regular basis to evaluate SPS Project Plans. If a Project Plan is approved for funding, one or two members of the ISEG will be assigned to follow the project’s progress.

## NATO country Project Director (NPD)

The NPD is the person from a NATO country who has been chosen by the applicants to maintain the primary financial responsibility and assume the co-ordination of the project together with the PPD. There may be only one NPD a multi-year Project.

## Partner country Project Director (PPD)

The PPD is the person from a partner country who has been chosen by the applicants to be responsible for the co-ordination of the project together with the NPD.  There may be only one PPD in a multi-year Project.

## Project Co-Directors

Persons involved in the project, who are responsible for a team and who have an assigned NATO budget (including the NPD and PPD).

## Participants

General term for persons involved in the project with or without an assigned NATO budget.

## Industrial and/or Public Sector Collaborators

These are companies or organisations that are actually participating in the project and contributing their know-how and expertise toward bringing the project to a successful conclusion. These companies or organisations will generally be the end-users of the results of the project.

## End-User

The entity(ies) which will be using the results of the project. In the case of environmental security projects this can be, e.g., a Government ministry, State organisation or regional authority in charge of the environmental protection within a participating country. In the case of industrial projects, the end-user(s) will generally be a private, commercial and/or industrial company(ies). Private/Commercial/Industrial Companies are not eligible to receive NATO funding.

## Project Plan

The detailed document in which the applicants fully describe their project, including the objectives, milestones, tasks, budget, communications plan and, if applicable, Intellectual Property Rights Agreement (IPR). The approved version of the Project Plan will become part of the contract between NATO and the Co-Directors.

## SPS Advisor

The staff member of NATO’s Science for Peace and Security (SPS) Programme responsible for the management of multi-year SPS Projects.

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|  | **Emerging Security Challenges Division**  **Science for Peace and Security Programme**  **Guidelines for Applicants – Project Plan** ANNEX 4: Consultants NATO Emerging Security Challenges Division, SPS Programme, Bd. Léopold III, B-1110 Brussels, Belgium |

1. SPS Projects address a broad spectrum of scientific and technological disciplines. For some applications, the evaluation of Project Plans and follow-up of approved Projects require the involvement of outside experts. In such cases, NATO will assign a Consultant whose role is:
   1. to advise NATO, through the SPS Projects Office, on the merits of the Project, and
   2. to assist the Project Co-Directors and their teams in the development and execution of the Project.
2. These dual responsibilities need not be in conflict. The Consultant is expected to be open, candid and objective in his dealings with the Project and to show a mentor's interest in the individuals involved and their issues. In addition, all written communications from the Consultant will be sent both to Project Co-Directors and to the SPS Projects Office.
3. The Consultant shall:
   1. be a recognised expert in the science and/or technology field of the Project. He/she shall have access, when needed, to other specialists who may be asked for advice;
   2. have experience in the organisation and management of applied R&D projects;
   3. actively promote the interest and participation in the Project by those entities that will use the project results (End Users);
   4. have a fluent command English or French as reports must be prepared in one of these languages;
   5. assist the Project Co-Directors in preparing the Project Plan and in presenting the Plan to the NATO ISEG;
   6. review the content of the Project's six-monthly progress and financial reports and provide comments to the SPS Projects Office;
   7. be available to meet with the Project Co-Directors at least once per year, preferably on the occasion of the project co-ordination meeting. After such a visit, the Consultant will complete an SPS Mission Evaluation Report and send it to the SPS Projects Office;
   8. assist the Project Co-Directors in identifying the needs for training abroad of Project personnel and assist in arranging training at his/her institute or other qualified centres in the NATO countries;
   9. advise the Project Co-Directors on the evaluation of competitive tenders for the purchase of major equipment;
   10. on occasion, visit the laboratories and facilities of the institutions collaborating in the Project;
   11. undertake special activities as mutually agreed.
4. NATO will pay the travel expenses of the Consultant in accordance with NATO regulations and fixed per diem rates, plus a fee or honorarium as mutually agreed and specified in a contract between the Consultant and NATO. Such costs would be paid directly by NATO from a separate budget and would therefore not affect the Project budget.

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|  | **Emerging Security Challenges Division**  **Science for Peace and Security Programme**  **Guidelines for Applicants – Project Plan** ANNEX 5: Example Schedule NATO Emerging Security Challenges Division, SPS Programme, Bd. Léopold III, B-1110 Brussels, Belgium |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | Year1 | | | | Year2 | | | | Year3 | | | |
|  | Month: | 1-2-3 | 4-5-6 | 7-8-9 | 10-11-12 | 1-2-3 | 4-5-6 | 7-8-9 | 10-11-12 | 1-2-3 | 4-5-6 | 7-8-9 | 10-11-12 |
|  | Milestone |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | LCD analysis |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | Computer modeling |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2.1 Software for computer modeling |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2.2 Basic optical measuring system |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2.3 Complete optical measuring system |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | Compensated filter assembly |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3.1 Patentapplicationforcomp.LCD |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3.2 NR layers development |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3.3 PT filter with compensated LCD |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3.4 Development of optimum filter config. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3.5 Experimental evaluation |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3.6 Development of tech. for small scale production |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 | Low power consumption electronics |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4.1 PT of low power discrete electronics |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4.2 Design and development of custom IC |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4.3 Production PT series of custom IC |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 | Implementation at industrial end-user |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5.1 Integration of NR into manufacturing process |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5.2 Production PT of filter module with comp. LCD |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5.3 Small scale production of filter module with comp. LCD |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Deliverable: |  |  |  | Low power prototype | Software package | Demo measurement system |  |  |  |  | \*Prototy LCD shutter | Commercial LCD shutter |
|  | Progress Reporting: |  |  | First |  | Second |  | Third |  | Fourth |  | Fifth | Final |

This table is provided as an example only; please feel free to use it or a format of your own design. Your schedule should be as detailed and as clear as possible.

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|  | **Emerging Security Challenges Division**  **Science for Peace and Security Programme**  **Guidelines for Applicants – Project Plan** ANNEX 6: Example Criteria for Success NATO Emerging Security Challenges Division, SPS Programme, Bd. Léopold III, B-1110 Brussels, Belgium |

The Project Plan shall contain clearly expressed Criteria for Success describing, *in quantitative terms*, what will have been accomplished as a result of the project’s successful completion. *These criteria must be related to the objectives*, but should not merely be a re-statement of them. This concise, quantitative list of outcomes will form the basis for evaluation at the end of the Project and beyond.

The criteria, usually not more than 4 to 7, should be presented in a weighted table, as seen in the Project Plan template, expressing the relative importance of each one. Examples of 'Criteria for Success' tables are given below.

**Example 1**

|  |  |
| --- | --- |
| Criterion | Relative Weight |
| Development of an affordable (< €10/tool) technology for high quality (>85% acceptance rate) TiN and TiCN coating of cutting tools | 40% |
| Homologation of the university quality control laboratory by an international standards body | 20% |
| 30% increase in the End-User’s production of coated cutting tools | 15% |
| 75% increase in the End-User’s production of coated cutting tools one year after project completion. | 15% |
| Total | 100% |

**Example 2**

|  |  |
| --- | --- |
| Criterion | Relative Weight |
| Creation of an operational data base system facilitating coordinated (at least 3 cooperating users with subjectively good collaboration experience), uniform, high quality scientific analyses of the present and historical contaminant inputs | 10% |
| Standardization of analytic and reporting methods among partners | 10% |
| Creation of a sustainable international infrastructure for high quality (accuracy > 90%) monitoring | 20% |
| Selection or development of a model for resource management applicable to all partners which allows each to learn from the results of the others. | 20% |
| Implementation of at least 60% of project recommendations by policy makers on a national and international level one year after project completion. | 40% |
| Total | 100% |

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|  | **Emerging Security Challenges Division**  **Science for Peace and Security Programme**  **Guidelines for Applicants – Project Plan** ANNEX 7: Model Intellectual Property Rights Agreement NATO Emerging Security Challenges Division, SPS Programme, Bd. Léopold III, B-1110 Brussels, Belgium |

## PRINCIPLES

If a project is likely to generate intellectual property (IP), an IP Rights Agreement must be completed and signed by all Co-Directors and their institutional representatives. Likewise, for projects an IP Rights Agreement is not necessary, a statement, signed by all Co-Directors to that effect should be submitted to the SPS Projects Office.

The IP Rights agreement may be re-evaluated during the project due to unforeseen circumstances, on the request of any of the Parties, to ensure that the benefit-sharing terms remain reasonable to all Parties. If necessary, this process may be mediated by NATO.

## Sample IP Rights Agreement

**PROJECT**: (Project Title)

**SPS PROJECT NUMBER**: (Project number)

THIS AGREEMENT is made the day of

BETWEEN

A “(Name, Address and Nationality of the Institutions or Companies)”

B “…”

…

And

M “…”

N “…”



“A” hereinafter to be called \_\_\_, “B” hereinafter to be called \_\_\_, [....etc.] and collectively to be called the “Parties” for the purpose of the Agreement only. Any statutory or other implication from the use of the term “Party” is hereby expressly excluded.

WHEREAS

* + - * 1. The Parties have expertise in the field \_\_\_\_\_\_\_\_\_ and wish to undertake joint research and exploitation of results in this field.
        2. This project will benefit from financial support through the NATO Science for Peace and Security (SPS) Programme.
        3. NATO wishes the results of the research undertaken to be applied to the benefit of the Parties, and waives any claim to ownership of Intellectual Property Rights deriving from such research as well as any income resulting from the exploitation of said Intellectual Property Rights.

**IT IS AGREED** as follows:

1. INTELLECTUAL PROPERTY RIGHTS

1.1 Definitions

The following definitions apply in this Agreement:

*“Intellectual Property”* includes inventions (whether patentable or not), patents, patent applications, registered designs and applications thereof, copyright material including computer software, technical information and know-how.

*“Foreground Intellectual Property”* includes Intellectual Property arising from the research and development undertaken within this project after the date of signature of this agreement whether generated by one Party or two or more Parties jointly.

*“Background Intellectual Property”* includes Intellectual Property deemed to be relevant to the project and already owned by the Parties on the date of signature of this agreement.

*“Project Completion Date”* shall mean the date of completion of the research and development activities under this project as defined and determined by the NATO SPS Projects Office.

The *“IPR Committee”* is a group comprising a representative from each of the Parties.

1.2 Ownership and Access Rights

1.2.1. Foreground Intellectual Property shall be owned

*Option A*

Jointly by all the Parties regardless of who generated the Intellectual Property or engaged or employed the person or persons who made or conceived the Intellectual Property.

*Or*

*Option B*

(a) Solely by the Party who generated the Intellectual Property or engaged or employed the person or persons who made or conceived the Intellectual Property, and,

(b) Jointly by the Parties who generated the Intellectual Property or engaged or employed the person or persons who made or conceived the Intellectual Property.

1.2.2. Background Intellectual Property shall be made freely available to all the Parties solely for the purpose and for the duration of the research and development activities of the project.

1.2.3 Participation in this project shall not itself affect any rights of any Party to Foreground Intellectual Property or Background Intellectual Property except as specifically mentioned herein.

2. EXPLOITATION

2.1 Foreground Intellectual Property

*Option A in accordance with 1.2.1*

All Parties shall have free use of all Foreground Intellectual Property to exploit the results by themselves.

Each Party can grant sub-licences, subject to prior approval by the IPR Committee.

*Option B in accordance with 1.2.1*

The Party or Parties shall, on request, grant the other(s) a license on fair and reasonable terms, to use any Foreground Intellectual Property that is required for the exploitation of the results.

2.2 Background Intellectual Property

2.2.1 Each Party shall, on request, grant the other(s) a license on fair and reasonable terms, to use any Background Intellectual Property that is required for the exploitation of the Foreground Intellectual Property.

2.2.2 Each Party can grant sub-licences, subject to prior approval by the IPR Committee.

* 1. In the event that neither Party wishes to exploit the Foreground Intellectual Property, they shall not refuse to grant licences to requesting 3rd parties on fair and reasonable terms. Licensing to non-EAPC countries shall be subject to NATO approval.

2.4 In the event that none of the Parties provides proof or evidence of diligent efforts to exploit the Foreground Intellectual Property to the NATO SPS Projects Office within a period of 3 years after the Project Completion Date, they shall not refuse to grant licences to requesting 3rd parties on fair and reasonable terms. Licensing to non-EAPC countries shall be subject to NATO approval.

3. INTELLECTUAL PROPERTY PROSECUTION AND ENFORCEMENT

3.1 The Parties shall on a regular basis report any information relevant to Intellectual Property to the IPR Committee. Decisions on the protection, filing and prosecution of Foreground Intellectual Property shall be taken by the IPR Committee.

3.2 Any Party shall immediately inform the other Party(ies) and the IPR Committee of any potential infringement of the Foreground Intellectual Property of which it becomes aware. The owner(s) of the Foreground Intellectual Property shall decide on any enforcement action and inform the IPR Committee accordingly.

3.3 In principle, each Party shall meet the costs of protecting its own Intellectual Property, its prosecution and enforcement. The cost sharing of joint Intellectual Property prosecution and enforcement shall be agreed by the Parties involved.

4. INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY

Any Party shall immediately inform the other Party(ies) and the IPR Committee of any evidence of infringement of a Third party Intellectual Property. The IPR Committee shall inform the SfP Programme Office immediately when evidence of the potential infringement of Third party Intellectual Property is discovered. The IPR Committee will propose to the NATO SPS Projects Office potential solutions in order to try to avoid conflict with such third party.

5. CONFIDENTIALITY

5.1 Each Party undertakes to keep confidential and shall not use except for the purposes of this Agreement or permitted by this Agreement:

(a) All information concerning the project;

(b) All information concerning the project it shall have obtained from any other Party(ies);

(c) All information concerning the business affairs of any other Party;

(d) The Foreground Intellectual Property of the research and development, except as required by applicable Intellectual Property prosecution procedures.

5.2 The foregoing restrictions shall not apply to information:

(a) Accessible to the public at the time of disclosure, or which subsequently becomes accessible through no fault of the recipient;

(b) In the possession of the recipient at the time of disclosure, or is received by the recipient from a third party who is not under any obligation to keep such information confidential;

(c) Which must be provided to or required for disclosure by national or NATO authorities.

5.3 Divulgation (including publication) of Foreground Intellectual Property shall only be undertaken with the agreement of the IPR Committee. This agreement shall not be unreasonably withheld. Parties will have a period of three months to present their objection to divulgation. Thereafter, in the absence of any objection the Parties wishing to divulge may proceed.

6. BREACH OF AGREEMENT

6.1 If one Party breaches this Agreement and the breach is not cured within 30 days of notice of the breach from the non breaching Party(ies), the non breaching Party(ies) may terminate the rights of the breaching Party under this Agreement.

6.2 Upon termination pursuant to 6.1:

(a) The non-breaching Party(ies) shall be free to exploit the Foreground Intellectual Property; and,

(b) Right(s) to exploit the Background Intellectual Property of the breaching Party will be granted by the breaching Party to the non-breaching Party(ies) according to 2.2.1, taking into consideration prior commitments.

7. MEDIATION AND ARBITRATION

7.1. Any of the Parties may initiate a mediation to assist them in resolving any issue arising from this Agreement which has not been resolved by the IPR Committee; this mediation shall be done by a mediator nominated by the NATO SPS Projects Office.

7.2. If the mediation is not successful in resolving the issue, any Party may initiate an arbitration procedure as follows:

*(WIPO, ICC, or other arbitration procedures to be agreed and detailed by the Parties)*

7.3. The decision resulting from the arbitration procedure shall be binding upon the Parties.

8. LAW

This Agreement shall be governed by the laws of \_\_\_ (only one country possible!).

9. IPR COMMITTEE

9.1 All decisions of the IPR Committee shall be unanimous. In case of non-unanimity, the mediation procedure of Article 7.1 may be initiated by any of the Parties.

9.2 The IPR Committee has the competence to decide upon the strategy regarding the protection of Foreground Intellectual Property, including:

(a) Decisions upon the divulgation (including publication) of any information resulting from the project;

(b) Decisions upon actions to be taken, including settlements, in the event of infringement of the Foreground Intellectual Property;

(c) Decisions upon actions to be taken, including settlements, in the event of infringement of third party rights;

(d) Monitoring and decisions with respect to all Intellectual Property aspects of the project.

9.3 The IPR Committee shall report on Intellectual Property issues to the NATO SPS Projects Office every six months.

9.4. The IPR Committee shall remain in existence for a period of 5 years after the Project Completion Date.

10. GENERAL

10.1 Each Party undertakes to the others to take all steps that are necessary to ensure compliance with the provisions of this Agreement by its employees, agents and researchers.

10.2 The terms of Article 2, Article 3, Article 5 and Article 9 will survive after the Project Completion Date or the withdrawal of any Party(ies), except upon agreement by all Parties.

* 1. The notices referred to in this Agreement shall be considered to be effective only if communicated in writing by registered mail, or an equivalent system.

Signatures (with date) of the NPD, the PPD and all other Project-Co-Directors as well as the head of their institutions (or the person responsible for IPR matters) and the end-user(s) involved in the project.

Name and position: Signature: date:

NPD

Head of institution

PPD

Head of institution

Other Co-Directors

And the heads of their institutions

End-user 1 (Director)

End-user 2 (Director)