



**European Cooperation  
in the field of Scientific  
and Technical Research  
- COST -**

**Brussels, 23 July 2001**

**Secretariat**

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**COST 400/01**

**NOTE**

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Subject : Rules and Procedures for implementing COST Actions

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# RULES AND PROCEDURES FOR IMPLEMENTING COST ACTIONS

## Chapter 1: Basic definitions

1. A "COST State" is a state that either participated in the Ministerial Conference held in Prague on 27 May 1997 or has since then been approved by the COST Committee of Senior Officials (hereinafter referred to as the "CSO") as a full member of the COST Framework.
  - 1(a) A "Cooperating State" is a State that has been approved by the CSO to participate without voting rights in the COST horizontal committees (CSO, JAF, NAG) and fully in Technical and Management Committees unless otherwise decided.
2. A "COST Action" is a European Concerted Research Action based on a Memorandum of Understanding (hereinafter referred to as the "MoU") signed by the Governments of the COST States or Cooperating States or by the Commission of the European Communities (hereinafter referred to as the "CEC") wishing to participate in the Action. Each COST Action is identified by a number and a title.
3. The "Council COST Secretariat" refers to the General Secretariat of the Council of the European Union when it carries out the tasks referred to in Chapter 5 or otherwise takes part in the administration of COST cooperation.
4. The "Commission COST Secretariat" refers to the Commission of the European Communities when it carries out the tasks referred to in Chapter 8 or otherwise takes part in the administration of COST cooperation.

## Chapter 2: Structure of the Memorandum of Understanding ("MoU")

1. The MoU for implementing a COST Action consists of two parts: the Memorandum proper and the Technical Annex.
2. The Memorandum proper contains, in addition to the number and title of the Action, the agreement of the Signatories to carry out the Action in accordance with the provisions of the present document (hereinafter referred to as the "Rules and Procedures"), as well as the following specific information and provisions pertaining to the Action:
  - the main objective of the Action,
  - the economic dimension of the Action, estimated on the basis of information available during the planning of the Action,
  - the minimum number of Signatories required,
  - the period of time for which the MoU remains in force, calculated from the date of the first meeting of the Management Committee,
  - any additional provisions of sufficient importance to be included.
3. The Technical Annex contains a description of the background, objectives and benefits, scientific program, organisation and timetable, economic dimension and a dissemination plan forming the basis of the corresponding information given in the Memorandum proper.

### **Chapter 3: Signing the Memorandum of Understanding ("MoU") and Starting of an Action**

1. The MoU for a new COST Action has to be approved by the CSO before it is opened for signing.
2. When the MoU has been approved by the CSO, it may, within a period of twelve months thereafter, be signed by the Government of any COST State or Cooperating State or the CEC without any conditions being imposed.
3. The MoU takes effect by being signed by at least the minimum number of Signatories required.
4. When this period of twelve months has elapsed, other COST States or Cooperating States or the CEC may sign the MoU only after having received the permission of the Management Committee referred to in Chapter 8. The Management Committee may attach special conditions to the permission.
5. By signing the MoU, the Signatories commit themselves to making every effort to ensure that the necessary funds for participating in the Action are made available under their internal financing procedures.
6. Signing the MoU will not create any binding legal effect in public international law, the provisions in the MoU as well as in the "Rules and Procedures" being of a strictly recommendatory nature.
7. Actions that fail to start within twelve months of the date of approval of the MoU by the CSO due to lack of signatures by at least the minimum number of signatories required will be referred back to the next CSO Meeting for review.

8. Actions that fail to start because the first meeting of the MC has not been held within twelve months of the date of approval of the MoU by the CSO will be referred back to the next CSO Meeting for review.
9. Any signatory may designate one or more competent public authorities or bodies to act on its behalf in respect of the signing of the MoU of the Action.

## **Chapter 4: Modes of participating in a COST Action**

Signatories can take part in the Action in one or several of the following ways:

- (a) by carrying out studies and research in their technical services or research establishments (hereinafter referred to as "research establishments");
- (b) by concluding contracts for studies and research with organisations (hereinafter referred to as "research contractors");
- (c) by contributing to the provision of Secretariat and/or other coordinating services or activities necessary for the aims of the Action to be achieved;
- (d) by making information on existing relevant research, including all necessary basic data, available to other Signatories;
- (e) by arranging for inter-laboratory visits and by cooperating in a small-scale exchange of staff in the later stages.

## **Chapter 5: Obligations of the Council COST Secretariat**

1. The Council COST Secretariat will inform all Signatories of the signing dates and date of entry into effect of the MoU and will forward to them all notices received under the MoU.
2. The MoU will be deposited with the Council COST Secretariat, which will transmit a certified copy to each of the Signatories.

## Chapter 6: Changing the framework of a COST Action

1. A Signatory which intends, for any reason whatsoever, to terminate its participation in the Action will notify the Council COST Secretariat of its intention as soon as possible, preferably not later than three months beforehand.
2. The duration of a COST Action is identical with the period for which the MoU is in force calculated from the first meeting of the Management Committee. The period mentioned in the MoU proper may be shortened or extended by the CSO under the circumstances set out below.
  - 2.1. The COST Action may be terminated before its originally intended date of expiration:
    - if the number of Signatories participating in the COST Action falls below the minimum number required for the MoU to take effect, or
    - if any other circumstances make the benefit of continuing the COST Action questionable.
  - 2.2. The COST Action may be extended beyond its originally intended date of expiration:
    - if, during the course of the Action, the Management Committee referred to in Chapter 8 notes that it is, for technical reasons, impossible to bring the work under the Action to a satisfactory conclusion within the originally envisaged period of duration, or
    - if the implementation of the Action has opened up promising new research topics, not envisaged at the outset of the Action, and if there are very strong reasons to pursue these new research topics in a new round of the same Action rather than in a new COST Action.

3. Any other substantial change in the framework of a COST Action, proposed by the Signatories or the Management Committee, will be brought to the attention of the CSO or to the relevant Technical Committee if it exists and has received authority from the CSO, for approval.

## Chapter 7: Participation of non-COST institutions

1. In addition to the Signatories referred to in Chapter , the CSO may admit international organisations or research establishments in countries outside the COST framework (hereinafter referred to as "non-COST institutions") as participants in specified COST Actions, on an Action by Action basis, under the provisions set out below.
2. An application from a non-COST institution for participation in a COST Action, addressed to the Chair of the CSO, will be dealt with by the CSO on the basis of the opinion of the Management Committee referred to in Chapter 8, and by the relevant Technical Committee if it exists.
3. The main criterion for admitting a non-COST institution as a participant in a COST Action is mutual benefit. The CSO may, however, also invoke geographical, political and other criteria.
4. When permitting a non-COST institution to participate in a COST Action, the CSO may attach special conditions to this participation. The rights and obligations of the institution are regulated through an exchange of letters between the institution and the Chair of the CSO, making it clear that the institution participates in the Action on an equal footing with the Signatories, with the single exception that it has no right to vote in the Management Committee.

## Chapter 8: The Management Committee

1. The implementation of a COST Action is supervised and coordinated by a Management Committee (hereinafter referred to as the "MC").
2. The MC will be composed of no more than two representatives of each Signatory, who ensure the scientific coordination of the Action at the national level, and no more than one representative of any non-COST institution admitted to participate in the Action under the provisions of Chapter 7.
3. The first meeting of the MC of a new COST Action will be convened by the Commission COST Secretariat through a letter to the Permanent Representations or Missions of all COST States or Cooperating States (with a copy to the COST National Coordinators) and will be held as soon as possible after the MoU has taken effect and in any case within the twelve months period after approval of the MoU by the CSO. In this letter, the Signatories are asked to nominate their representatives.
4. COST States and Cooperating States that have not signed the MoU may send observers to the first meeting of the MC as well as to any subsequent meeting of the MC taking place within the twelve months period after approval of the MoU by the CSO. After this period has elapsed, observers may attend the meetings only with the permission of the MC.
5. The secretariat of the MC will be provided at the invitation of the Signatories by the CEC, in its function as defined in Chapter 1, paragraph 4, or by a competent authority or research institute in one of the Signatory States.
6. When the CEC is not a Signatory of the MoU, a representative of the Commission other than the scientific secretary may attend all the MC meetings as an observer.
7. In the MC, each Signatory has one vote. Observers and representatives of non-COST institutions have the right to express their views but not to vote.

8. The MC establishes its rules of procedure but is recommended to adhere, as far as possible, to the "Standard Rules of Procedure" for Management Committees for COST Actions, annexed to this document.
9. The MC will be responsible for coordinating the Action and, in particular, for making the necessary arrangements for:
  - (a) the choice of research topics on the basis of those provided for in the Technical Annex of the MoU, including any modifications submitted to the Signatories by the competent public authorities or bodies;
  - (b) advising on the direction which work should take;
  - (c) drawing up detailed plans, arrangements for the distribution of tasks, and defining methods for the different phases of execution of the Action, which may also include the creation of specialised working groups;
  - (d) coordinating the contributions referred to in Chapter 4, subparagraph (c);
  - (e) keeping abreast of the research being done in the territory of the Signatories and in other countries;
  - (f) liaising with international bodies, when appropriate;
  - (g) exchanging research results among the Signatories, and disseminating these results, as appropriate, to a wider public, to an extent compatible with adequate safeguards for the interests of Signatories, their competent public authorities or bodies and research contractors in respect of industrial property rights and commercially confidential material;
  - (h) evaluating the research carried out during the Action when drawing up the annual progress reports and the final report referred to in Chapter 10;
  - (i) formulating recommendations for the future use of the results achieved by the Action.

10. The MC will also be responsible for dealing with any problems which may arise out of the implementation of the Action, such as:
- (a) deciding on possible special conditions to be attached to a permission to sign the MoU after it has been in force for more than twelve months, in conformity with Chapter 3, paragraph 4;
  - (b) formulating an opinion on an application for participation by a non-COST institution, in conformity with Chapter 7, paragraph 2, including a possible recommendation to the CSO to attach certain special conditions to its approval;
  - (c) bringing to the attention of the CSO or the appropriate Technical Committee any proposed substantial change in the Action framework, in conformity with Chapter 6, paragraphs 2 and 3.

## **Chapter 9: Calls for research proposals**

1. Signatories will invite, where appropriate, research establishments or research contractors in their territories to submit proposals for research work to their respective competent public authorities or bodies. Proposals accepted under this procedure will be submitted to the MC.
2. Signatories will request, where appropriate, research establishments or research contractors, before the MC takes any decision on a proposal, to submit to the public authorities or bodies referred to in paragraph 1 notification of previous commitments and industrial property rights which they consider might preclude or hinder the execution of the activities of the Signatories.

## Chapter 10: Reports

1. The results achieved during a COST Action will be presented in annual progress reports and in a final report. The reports will be drawn up by the MC and will, in accordance with the provision of Chapter 8, paragraph 9, subparagraph (h), also contain evaluations of the research carried out under the Action. For the final report, approximate estimates of the level of spending arising from the involvement of the Signatories and the participating non-COST institutions in the Action will be submitted by their representatives in the MC; this will permit an estimation of the economic dimension incurred by the Action.
2. In order to facilitate the preparation of the reports referred to in paragraph 1, the MC may ask the participating research teams to submit progress reports on the work carried out by them during the Action. These progress reports will be distributed to the participating institutions only, through their representatives in the MC. The representatives will treat the progress reports as confidential and will not use them for purposes other than research work.
3. The distribution of the annual progress reports and the final report will be decided by the MC. The reports will be presented to the relevant Technical Committee, if such Committee exists. If no such Committee exists, the reports will be presented directly to the CSO. The final report will be published and given a wide circulation, covering at least the research establishments and research contractors having been involved in the Action.

## Chapter 11: Property rights

1. In order to facilitate the exchange of results referred to in Chapter 8, paragraph 9(g), and subject to national law, Signatories intend to ensure, through the inclusion of appropriate terms in research contracts, that the owners of industrial property rights and technical information resulting from work carried out in implementation of that part of the Action assigned to them under the Technical Annex (hereinafter referred to as "the research results") will be under obligation, if so requested by another Signatory (hereinafter referred to as "the applicant Signatory"), to supply the research results and to grant to the applicant Signatory or to a third party nominated by the applicant Signatory a licence to use the research results and such technical know-how incorporated therein as is necessary for such use if the applicant Signatory requires the granting of a licence for the execution of:
  - (a) work in respect of the Action;
  - (b) research and development work within the framework of the applicant Signatory's projects in the same field;
  - (c) research and development work within the framework of any associated European project undertaken subsequently and in which all or several of the Signatories may be prepared to take part.

Such licences will be granted on fair and reasonable terms, having regard to commercial usage.

2. Signatories will, by including appropriate clauses in contracts placed with research contractors, provide for the licence referred to in paragraph 1 to be extended on fair and reasonable terms, having regard to commercial usage, to previous industrial property rights and to prior technical know-how acquired by the research contractor insofar as the research results could not otherwise be used for the purpose referred to in paragraph 1.

Where a research contractor is unable or unwilling to agree to such extension, the Signatory will submit the case to the MC, before the contract is concluded; thereafter, the MC will state its position on the case, if possible after having consulted the interested parties.

3. Signatories will take any steps necessary to ensure that the fulfilment of the conditions laid down in the present Chapter will not be affected by any subsequent transfer of rights to ownership of the research results. Any such transfer will be notified to the MC.
4. If a Signatory terminates its participation in the Action, any rights of use which it has granted, or is obliged to grant, to, or has obtained from, other Signatories in application of the MoU and concerning work carried out up to the date on which the said Signatory terminated its participation will continue thereafter.
5. The provisions of paragraphs 1 to 4 will continue to apply after the period of operation of the MoU has expired and will apply to industrial property rights as long as these remain valid, and to unprotected inventions and technical know-how until such time as they pass into the public domain other than through disclosure by the licensee.

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