

NATO

SCIENCE FOR PEACE PROJECTS

**GUIDELINES
FOR THE PREPARATION
OF PROJECT PLANS**

Prepared by the SfP Programme Office, NATO, 14 December 2005

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ABBREVIATIONS

IPR	Intellectual Property Rights
NATO	North Atlantic Treaty Organisation
NPD	NATO country Project Director
PPD	Partner country Project Director (equally used for Partner as well as Mediterranean Dialogue countries)
R&D	Research and Development
SfP	Science for Peace

GLOSSARY

Countries

NATO countries (26):

Belgium, Bulgaria, Canada, 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 and United States.

Mediterranean Dialogue countries (7):

Algeria, Egypt, Israel, Jordan, Mauritania, Morocco and Tunisia.

Partner countries (20):

Albania, Armenia, Austria¹, Azerbaijan, Belarus, Croatia, Finland¹, Georgia, Ireland¹, Kazakhstan, Kyrgyz Republic, Moldova, Russian Federation, Tajikistan, the former Yugoslav Republic of Macedonia², Sweden¹, Switzerland¹, Turkmenistan, Ukraine and Uzbekistan.

NATO Expert Panels

NATO's Security Through Science Programme has four Expert Panels:

Environmental Security Panel (ESP), Information and Communication Security Panel (ICS), Chemistry, Biology and Physics Panel (CBP) and Human and Societal Dynamics Panel (HSD). Each Panel consist of an independent group of experts selected by NATO's nations. They meet on a regular basis in order to evaluate SfP short proposals and SfP Project Plans. SfP proposals will be allocated to the panel that suits best the topic of the proposal. If approved for funding, one or two members of the Panel that has evaluated the Project Plan will be assigned to the SfP project in order to follow-up its progress.

The 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 together with the PPD.

The Partner country Project Co-Director (PPD)

The PPD is the person from a Partner or Mediterranean Dialogue country who has been chosen by the applicants to be responsible for the co-ordination together with the NPD.

¹ Partner countries participation in Science for Peace on a self-funding basis.

² Turkey recognises the Republic of Macedonia with its constitutional name

The Planning Grant

A grant awarded by NATO that should cover the cost incurred for preparing the full Project Plan.

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

Persons involved in the project without an assigned NATO budget.

Project Plan

The document in which the applicants describe their project, including the objectives, milestones, tasks and budget. The approved version of the Project Plan will become part of the contract between NATO and the Co-Directors.

Science for Peace (SfP)

SfP is a mechanism of the NATO "Security Through Science" Programme. SfP is supporting applied R&D projects.

SfP Programme Director

The SfP Programme Director is the staff member of NATO responsible for the management of Science for Peace.

PURPOSE AND SCOPE OF THESE GUIDELINES

The purpose of this publication is to provide specific guidelines for the preparation of Science for Peace Project Plans to those applicants whose short proposals have been selected for further evaluation by the NATO Expert Panel. These Project Plans will form the basis for the review of projects and their potential approval and implementation.

Also included in this publication are some procedures that will govern the subsequent implementation of approved Science for Peace 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> under "Area for Grantees, Science for Peace".

**SCIENCE FOR PEACE
GUIDELINES FOR THE PREPARATION OF PROJECT PLANS**

I. PURPOSE OF THE PROJECT PLAN

After the NATO Expert Panel has recommended that a proposal be further developed, applicants are requested to prepare and submit a Project Plan. This Project Plan will be presented by the two applicants, who will take the primary responsibility for the application, at one of the panel meetings.

Applicants have to agree on who will become the NATO country Project Director (NPD) and who the Partner or Mediterranean Dialogue country Director (PPD). The NPD will maintain the primary financial responsibility and assume the co-ordination of the project together with the PPD. If more than two institutions are involved the persons responsible for the separate budgets, including the NPD and the PPD, are further referred to as Project Co-Directors. Everybody else involved in the project is referred to as participant. The preparation of the Project Plan and the carrying out of the SfP Project, when approved, are the joint responsibility of all Project Co-Directors.

The Project Plan should describe the project in a maximum of 25 pages, plus budget tables and annexes. If approved, it becomes the basis of a contract between the Project Co-Directors and NATO for implementation of the Project. The Project Plan should describe the merit of the Project, its scientific and socio-economical objectives, management, technical aspects, and the activities planned to ensure the implementation of project results. The Project Plan should also give objective means of measuring the ultimate success of the Project at its conclusion and beyond. Section IV of these Guidelines provides an outline of such a Project Plan.

Twenty-five (25) copies of the Project Plan (copied RECTO-VERSO!) must be received by the NATO SfP Programme Office at least one month before the panel meeting at which it will be presented. The NPD and the PPD will be informed about the dates of the panel meetings.

II. PLANNING GRANT - TRAVEL

Project participants will need further consultation among themselves to adequately develop a Project Plan. This usually requires travel to meet with participants. Expenses for such travel as well as for printing, distributing and presenting the Project Plan to the NATO Expert Panel will be covered by NATO funds made available through a Planning Grant.

One meeting of a limited duration (up to 5 days) is considered sufficient for the preparation of the Project Plan. This meeting should preferably take place in the Partner or Mediterranean Dialogue country where the main research activities will be carried out. This gives the participants the opportunity to perform site visits to the institution(s) and end-user(s) involved.

The Planning Grant shall also cover the expenses for the travel of the NPD and the PPD to present the Project Plan to the NATO Expert Panel that will normally meet in Brussels. The regulations for travel expenses and procedure for reimbursement are explained in **Annex 1** of these Guidelines.

The Planning Grant is transferred to a bank account in the name of the NPD and have to be used in accordance with these Guidelines and the "Science for Peace Planning Grant - Conditions of Award" of the Planning Grant Letter. Salaries, secretarial help or the time applicants spend on the preparation of the Project Plan can not be paid through NATO funds.

A final accounting of the Planning Grant, to be prepared by the NPD, is due 4 weeks after the presentation of the Project Plan. For this purpose, the electronic version of the table given in **Annex 7** can be found on the Web: www.nato.int/science/sfp/projectplans/index.html.

III. POSSIBLE PARTICIPATION BY A NATO CONSULTANT

On a case by case basis, an external expert may be appointed by NATO who shall assist in the preparation and evaluation of the Project Plan and, 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 SfP Programme Director.

For Terms of Reference of the NATO Consultant see **Annex 2**.

IV. CONTENT OF THE PROJECT PLAN

The following is an outline of the minimum requirement for the content of a Project Plan. Additional information and data may be included as annexes, if necessary, to suit specific situations.

Please note that Project Plans not in accordance with this outline will not be considered for the evaluation.

Cover Page

- full title (not exceeding 120 characters!) and Project number.
- list of all Project Co-Directors (give name, city, country) indicating who are the NPD and PPD.
- date of completion of the Project Plan.

NB: The title should be understandable for the layman and should reflect the relevance to NATO priorities.

Table of Contents

1. List of Abbreviations used in the Project Plan

2. Participants

- give names, full address, telephone/fax numbers and E-mail address of all the Project Co-Directors.
- the identity of the end-user(s) of the Project results:
 - a. In an industrial project, the end-user is the company which will take care of the production and commercialisation of the end products resulting from the Project. (A company which will use the product but will not commercialise it should not be mentioned as the end-user but may, of course, still be involved as a participant.)
 - b. In an environmental project, the end-user can, for example, be the Ministry of the Environment or a local health authority responsible for the implementation of environmental protection policy.
 - c. In a project addressing human and societal dynamics the end-user should be a governmental body, NGO or national/international organisation that has political responsibility in defence or security issues.

3. Ongoing, Completed Projects and New Proposals Submitted for Funding

List other international collaborative projects on the same or related topics in which key personnel of institutions participating in this SfP Project are involved. Give project title, date and duration of the project, funding organization, reference number and amount of the grants. In cases of newly submitted projects that are still under evaluation, the requested amount should be given.

4. Background and Justification

- a statement identifying the security problem to be addressed by the Project; its economic and/or social importance and the impact of the expected project results with respect to the situation in the Partner or Mediterranean Dialogue country.
- the science or technology to be developed and applied.
- for industry-related projects, and to the extent possible also for projects in other areas, a cost-benefit analysis based on expected project results, demonstrating the potential economic impact and the link to security.
- for projects addressing human and societal dynamics the understanding and anticipation of problems should be described. Ideas should be brought forward how the project results could contribute to the prevention of security problems.

5. Current Status

- status of related R&D activity in the Partner or Mediterranean Dialogue country and world-wide.
- knowledge existing in the group(s) which will work on the Project.
- for projects dealing with high technology (such as microelectronics, thin film technology or telecommunication) clear evidence of the technological capabilities of the research teams involved. (Give, for example, past performances, list of recent publications, patents. Demonstrate that the teams involved can compete with other experts in the field. Do competitors have patents in this field?)
- additional facilities and expertise needed to execute the Project according to the Project Plan.

6. Objectives

Objectives should be phrased as clear statements (no more than 10 lines) describing what will be different as a result of the Project. These objectives should be quantified in economic terms wherever possible. One of the objective must refer to the implementation of the end-result involving the end-user(s).

7. Methodology

A description of the logical steps, either consecutive or in parallel, which will lead to the accomplishment of the project objectives. These steps may also be defined as sub-projects.

A detailed narrative description of activities and the methodology to be used to accomplish each step or sub-project. Sufficient detail is required to provide the basis for identifying critical milestones and for preparing the project time schedule.

8. Project Structure and Activities

8.1 Milestones, Deliverables and Schedule

A detailed schedule showing the estimated duration of each activity, the dates for achieving important milestones and, if applicable, deliverables for each milestone. The main activities, milestones and deliverables should be summarized in a bar chart (see **Annex 3a**).

8.2 Organization and Management

- Describe the principal tasks of the Project Co-Directors and other key members of the Project teams including the end-user(s). Identify the percentage of their time which will be devoted to work on the Project and describe the interactions of team members. This information should be given in the form of a table (see **Annex 3b**). In this context it should be noted that substantial participation of young scientists is an essential characteristic of a SfP Project.

- As an overview, the overall managerial organization of the Project should be presented in a one-page organigram (showing the interaction amongst Project Co-Directors, their institutions and possible other participants,).

8.3 Training, Travel and Experts/Advisors

- a plan for providing training opportunities to participants of the teams of Project Co-Directors from the Partner or Mediterranean Dialogue country in particularly to their young scientists and engineers. Training should include contacts with researchers in NATO countries. Please note that SfP funds shall be used for training, but not for fellowships. Therefore the training is limited to a maximum of 3 months per person per year. The training should be consistent with item c) of the budget tables in **Annex 5a**.
- a plan for travel for the purpose of information exchange. This includes travel to important international meetings, congresses as well as for coordination meetings and internal workshops involving the project participants. The travel plan should be consistent with item f) of the budget tables in **Annex 5a**.
- a plan for the participation of advisors/experts. Experts/advisors can only be paid from SfP funds if they come from a NATO country in order to help the Partner or Mediterranean Dialogue country in solving a specific problem and to facilitate and promote the transfer of knowledge to the project. These visits may not exceed 10 days per expert per year. In exceptional cases, a fee may be paid from SfP funds of up to a maximum of 250 EUR per working day (excluding travel time) as negotiated by the Project Co-Director. The expert/advisor plan should be consistent with item e) of the budget tables in **Annex 5a**.

9. Implementation of Results

- a plan for putting into practical use the "product" of the Project. How will the end-user(s) in the Partner or Mediterranean Dialogue country be involved in the Project from the beginning? How will the end-results of the Project be implemented in the normal activities of the end-user(s)? Do the research groups or the end-user(s) plan to obtain patents as a result of the project?
- for industrial projects or other projects that may lead to new intellectual property, an agreement on Intellectual Property Rights (IPR) must be included. **Annex 8** provides an example agreement on IPR.
- a plan for disseminating important knowledge gained by the project teams to the appropriate communities in Partner or Mediterranean Dialogue countries.
- a plan to make ongoing activities of the SfP Project visible to a broader community, especially in the Partner or Mediterranean Dialogue countries through mass media and to present scientific results through publications in the international literature.
- a commitment that all publications of results gained through this SfP Project will include an acknowledgement of NATO's support.

10. Criteria for Success

At the outset of the project it is important that a means be established for measuring its success against the objectives as stated in Chapter 7 "Methodology" of the Project Plan. This requires a list of concise, quantifiable criteria describing the effects the Project is expected to have on industry, government, the environment etc. **Annex 4** provides examples of criteria for success statements.

11. Budget Forecast

The budget forecast will become a valuable control tool for managing the Project and a detailed budget breakdown is required. The standard format for presenting the project budget is given in **Annex 5**. Budgets must be in Euro (EUR).

- 11.1 A SfP NATO BUDGET TABLE (Annex 5a) should give for each Project Co-Director an estimate of expenditures to be covered with NATO funds per year for each item of (a) equipment, (b) computers and software, (c) training, (d) books, journals and publications, (e) advisors and experts, (f) travel, (g) project-specific consumables and spare parts, (h) all other costs to be paid with NATO funds, and (i) stipends for young researchers.

Sufficient detail must be provided!

Project Co-Directors from all Partner and Mediterranean Dialogue countries and from the new NATO countries Bulgaria, and Romania can use NATO funding for all items (a-i).

Project Co-Directors from the remaining 24 NATO countries are only eligible for NATO funding of the items (f), (g) and (h). The upper limit that can be requested by these NATO countries is 15% of the total budget, but not more than 50,000 EUR. Of this amount up to 7,500 EUR can be used by the NPD for direct administrative costs of the project, if these can be justified by back-up documents.

Please note:

- Item (c) "Training" represents the TOTAL of the costs for training abroad including travel costs (tickets), living expenses and possible training fees. The budget should not be higher than 5000 EUR per year and Co-Director.
- Item (f) "Travel" represents the TOTAL of the costs for participation at meetings, workshops and conferences including travel costs, living expenses and possible conference fees. The budget should not be higher than 5000 EUR per year and Co-Director.
- When calculating costs for "Training" and "Travel", further referred to as "missions", it is assumed that if a mission will exceed 10 days special accommodation is provided by the host institution which should result in reduced accommodation expenses.
- Under Item (h) individual items costing less than 1,250 EUR may be combined as "miscellaneous" in each budget item. Miscellaneous or unexpected expenses will only be allowed for an amount of 2000 EUR per year and Co-Director.

- 11.2 A SfP NATO BUDGET SUMMARY TABLE (Annex 5b) giving an overview of the overall NATO budget as requested for all Project Co-Directors. The figures must be consistent with the sub-totals given in the detailed SfP NATO Budget Tables to be completed for each Project Co-Director.

- 11.3 A SfP NATIONAL CONTRIBUTION TABLE (Annex 5c) for Co-Directors from Bulgaria, and Romania giving an estimate of the national contribution by year, for each item of salaries, overhead costs, equipment-computers and other expenses. Please note that 70% of the project costs, which each of these countries will incur, must be covered through national funds.

- 11.4 Use of SfP Funds

The principle rule is that SfP funds should cover direct project-specific costs only. More specifically, SfP funds may be used -

a) - by all Project Co-Directors for:

- travel abroad (within the region of NATO, Partner and Mediterranean Dialogue countries) by project participants for meetings, consultation, attendance at conferences, seminars and workshops. NATO will reimburse air or train tickets and taxis to and from airports and train stations. Travel by private car will be reimbursed based on the equivalent of a first class train ticket.
- domestic travel by train, aeroplane or bus (excluding daily travel and local

travel).

- domestic travel by car in order to carry out specific tasks that would not be possible by or that would be more expensive through other means of transportation. In such cases real costs (e.g. petrol) will be reimbursed. A rental car needs special approval by the SfP Programme Office.
- project-specific consumables and spare parts.
- limited expenses for publication of scientific results of the Project and for making the project's activity visible to a broader community (e.g. 500 EUR for the establishment of a Web page for the project).

b) - by Project Co-Directors from Partner or Mediterranean Dialogue countries as well as from Bulgaria and Romania for:

- the purchase of equipment, computers and consumables/spare parts.
- transport costs necessary for the shipment of a procurement.
- modems, specific software, leased line service and subscriptions if needed for adequate communication between project locations.
- training abroad (including the travel necessary to attend the training) for Co-Directors or participants involved in the Project.
- experts and advisors from a NATO country in order to solve a specific problem (for a maximum fee of 250 EUR and 10 days per expert per year).
- the purchase of journals and books which are required for the Project.
- stipends for a maximum of 5 young key researchers involved in the Project per Co-Director. The stipendiary must be less than 40 year at the time of the start of the Project. The amounts of stipends are: 50 EUR per month for support personnel; 75 EUR per month for researchers without PhD; and 100 EUR per month for researchers with PhD.
- limited support for IPR protection (up to 1,000 EUR per patent).

c) - by the NATO country Project Director (NPD) for:

- limited administrative expenses associated with the overall management of the Project. In total, these must not exceed 7500 EUR for the entire project. In any case only direct costs can be charged. Charging of lump sums or overheads will not be accepted.

NATO SfP funds may **not** to be used for:

- salaries or fees for advisors/consultants from Partner or Mediterranean Dialogue countries or for the advice sought from participants involved in this or another SfP Project.
- general consumables and services which are readily available in the participating countries.
- overhead expenses such as for construction, rental or use of buildings or facilities and depreciation of equipment already available, the maintenance of premises and cost of consumables, such as electricity and heating oil.
- flat rate for overhead expenses used for the administration of SfP projects or funds.
- daily and local travel by car within a short distance (25 km one way).
- car rental (only exceptional and with sound justification).
- the purchase of vehicles.
- office equipment and office consumables, copy and fax machines, etc..
- payment of any customs duty or taxes which might be levied on imported materials.
- payment of value-added taxes (VAT).
- general language or computer courses.
- translation of documents.

It is expected these expenses be covered through national sources.

12. Agreement by all Parties

Signatures of all Project Co-Directors and, for those from the Partner or Mediterranean Dialogue countries also of the Head of their institution, are required declaring their agreement to the Project.

13. Appendices

- i. short, general presentation of participating institutions, their capabilities, resources and facilities. Give address of web page(s), if available.
- ii. brief curricula vitae and most significant publications of the key participants of the Project team (not more than 2 pages per participant including the list of publications).
- iii. written commitment(s) from the end-user(s) of their active involvement in the Project from the beginning and through the implementation phase including a description of their interest in the Project's results.
- iv. for industrial projects, an Intellectual Property Rights Agreement (see **Annex 8**).
- v. a copy of the short proposal.

V. REVIEW OF THE PROJECT PLAN BY THE PANEL

Formal approval of a project is based on the written and oral presentation of the Project Plan. For the oral presentation, the NPD and the PPD (and a NATO Consultant if appointed) will be invited to a NATO Expert Panel meeting that will normally take place at NATO Headquarters in Brussels.

Prior to the meeting, Members of the Panel will have received copies of the Project Plan submitted for approval.

During the presentation, the Project Co-Directors should provide details on the purpose and organization of the proposed Project and justify the requested budget. **Annex 6** provides more detailed information relative to the presentation of the Project Plan.

Following the presentation and discussion, the Panel will recommend, with supporting reasons, either acceptance of the Project for immediate funding, deferral of acceptance until specified conditions are met, or rejection. The recommendation is made to NATO, which has final authority on the selection or rejection of projects.

VI. PROJECT FUNDING - THE GRANT LETTER

When a project is approved, NATO issues a Grant Letter which advises the Project Co-Directors of the decision and makes an initial award of funds sufficient to carry the Project through the first 6 to 12 months. The terms of the Grant may refer to specific conditions recommended by the Panel.

The Grant Letter and the Project Plan form a contract between NATO and the Project Co-Directors.

All Parties 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 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 6-monthly Progress Report. Additional grants are subject to the same terms and conditions as the initial grant.

The committed funds will stay in an account at NATO in Brussels. Payments to be made from these funds are requested through the Sfp Programme Office. These and other management aspects are covered in detail in the Science for Peace Project Management Handbook available on the Internet: <http://www.nato.int/science/sfp/management/index.html>

**PLANNING GRANT
RULES AND ACCOUNTING FOR TRAVEL EXPENSES**

1. AUTHORISATION OF A TRAVEL

The NPD is authorised to pay from the Planning Grant the travel and living expenses for the Project Co-Directors to attend one preparatory meeting of limited duration (up to 5 days on mission) and the travel and living expenses for the PPD and NPD to present the Project Plan to the NATO Expert Panel.

If the NPD deems it necessary to charge to the Planning Grant travel expenses for other missions not mentioned above or exceeding 5 days, authorisation must first be obtained from the SfP Programme Office.

2. TRANSPORTATION

Using the most favourable rate, air- or train- tickets may be bought from any travel agent or airline. Business class is never authorised.

When travelling by air, using "apex", "pex" or "excursion" rates can result in a lower total cost for the travel even when taking into account extra costs if the duration of the trip becomes longer. (Some low cost fares may require staying over a Saturday.)

When travelling by train, first class fare in normal trains and economy fare in fast trains plus supplements can be charged. When travelling by car (e.g. private or hired), the maximum that can be reimbursed is the equivalent of a first class train ticket.

3. ACCOMMODATION, LIVING AND ADDITIONAL EXPENSES

Accommodation expenses are reimbursed according to real expenses (ORIGINAL hotel receipts required!). Living expenses (meals, beverages, local transportation and miscellaneous) are covered by an additional 50 EUR per day per person (no receipts required). However, the total which may be reimbursed for accommodation and living expenses can not exceed the NATO per diem allowance times the number of nights (not days) spent on mission. (NATO per diem allowance for each country are published on the Web under:

www.nato.int/science/sfp/bulletin/index.html.

Additional expenses such as for visa, conference fee, taxis from and to the airport are reimbursed upon receipts.

4. CASH ADVANCE - FINAL ACCOUNTING OF TRAVEL EXPENSES

Usually travel and living costs are reimbursed after the return to the home country. However, as it may be impossible for travellers to advance their own money to cover visas, air tickets and living expenses, the NPD is authorised to arrange for a travel advance through the Planning Grant. This travel advance should not be more than 75% of the total estimated costs.

After completion of the mission, the traveller will request from the NPD reimbursement of the total or, if travel advance was received, the balance of the travel expenses. The reimbursement request, to be sent to the NPD, must be fully documented and include:

- a completed Travel Reimbursement Form signed by the traveller (sample see **Annex 1**, page 2);
- the ORIGINAL used ticket stubs (air-, train- or other tickets), or a copy of the tickets in cases where the travel was paid through other funds but living expenses charged to NATO funds;
- ORIGINAL receipts for the hotel or other accommodation;
- receipts for visa, taxi or other transportation and other additional expenses.

The NPD will collect the sets of original documents until after the presentation of the Project Plan when all costs have been paid. The Final Accounting of the Planning Grant is due 4 weeks after the presentation (**see Annex 7**).

TRAVEL REIMBURSEMENT FORM

Project number: SfP -

NATO country Project Director:

Name of the traveller:.....

Address:.....

Purpose of the Mission:

Description of Travel:

From	To	Date	Dep./Arr.	Cost

EXPENSES IN LOCAL CURRENCY:

EQUAL TO:
 (requested currency¹)

Air Ticket² :.....

Accommodation² :.....

Airport-taxi² :

Additional expenses² :.....

Living expenses³ : (including the days of departure and arrival) 50 EUR x ___ days =.....

TOTAL EXPENSES

TRAVEL ADVANCE (max. 75% of the estimated total expenses)

FINAL BALANCE

Traveller's Signature:

Date:

- 1 Use the currency in which the Planning Grant was received and use the exchange rate of your bank.
- 2 Original receipts must be attached.
- 3 Fifty EUR per person per day should cover living expenses (meals, beverages, local transport and miscellaneous); receipts NOT required.

Example of a completed
TRAVEL REIMBURSEMENT FORM
 (for a Planning Grant that has been received in GBP)

Project number: SfP – 999999

NATO country Project Director: Dr. H. Smith.

Name of the traveller: Dr. H. Smith

Address: Name of the Institute, city, street

Purpose of the Mission: Preparatory meeting with Dr. X (PDD), Prof. Y and other key personnel involved. Visit of the research facilities and commercial end-user. Meeting with the local authorities.

Description of Travel:

From	To	Date	Dep./Arr.	Cost
London, UK	Kiev, Ukraine	Sat 20.08.2005	9:20/14:45	
Kiev, Ukraine	London, UK	Wed 24.08.2005	15:45./17:20	360 GBP

EXPENSES IN LOCAL CURRENCY:

EQUAL TO:
(requested currency¹)

Air Ticket²: 360 GBP 360 GBP

Accommodation²: hotel for 4 nights x 500 UAH = 2000 UAH 220 GBP

Airport-taxi²: 200 UAH 22 GBP

Additional expenses²: visa for Russia = 20 GBP 20 GBP

Living expenses³: 50 EUR x 5 days = 200 EUR 137 GBP

TOTAL EXPENSES **759 GBP**

TRAVEL ADVANCE (max. 75% of the estimated total expenses) 560 GBP

FINAL BALANCE 199 GBP

Traveller's Signature:

Date:

-
- 1 Use the currency in which the Planning Grant was received and use the exchange rate of your bank.
 - 2 Original receipts must be attached.
 - 3 Fifty EUR per person per day should cover living expenses (meals, beverages, local transport and miscellaneous); receipts NOT required.

<p style="text-align: center;">THE NATO CONSULTANT TERMS OF REFERENCE</p>
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1. Science for Peace Projects address a broad spectrum of scientific and technological disciplines. For some of the SfP projects, the evaluation of the Project Plans and the follow-up of the approved Project require the involvement of outside experts. If this is the case, NATO would assign a NATO Consultants whose role would be to:
 - (a) advise NATO, through the SfP Programme Office, on the merits of the Project; and,
 - (b) 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. It would be expected that the Consultant is open, candid and objective in his dealings with the Project and to show a mentor's interest in the individuals and their problems. In addition, all written communications by the Consultant were to be sent to Project Co-Directors and to the SfP Programme Director at NATO Headquarters.
3. The Consultant shall:
 - (a) be a recognised expert in the science and/or technology pertinent to the Project. He/she should have access, when needed, to specialists who may be asked for advice;
 - (b) have experience in the organisation and management of applied R&D projects;
 - (c) actively promote the interest and participation in the Project by those entities that will use the project results;
 - (d) have a fluent command of the spoken English or French languages. Reports must be prepared in either English or French;
 - (d) assist the Project Co-Directors in preparing the Project Plan and in presenting the Plan to the NATO Expert Panel;
 - (f) review, and comment to the SfP Programme Director, on the content of the Project's progress and financial reports which are due every 6 months;
 - (g) be available to meet with the Project Co-Directors at least once per year, preferably on the occasion of the project co-ordination meeting which takes place in one of the Partner countries. After such visit the Consultant will complete the standard SfP Mission Evaluation Report and send it to the SfP Programme Office;
 - (h) assist the Project Co-Director(s) 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;
 - (i) advise the Project Co-Director(s) on the evaluation of competitive tenders for the purchase of major equipment;
 - (j) on occasion, visit the laboratories and facilities of the institutions collaborating in the Project;
 - (k) undertake special activities as mutually agreed.
4. NATO would pay 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 effect the Project budget.

PROJECT STRUCTURES AND ACTIVITIES

8.2 'Organization and Management': example for a detailed task description and distribution

	Name of participant, location (city, country)	Affiliation (institution, company)	Position	Involvement in the project (% of his/her time)	Task in the project *
1.	Prof. A., Ljubljana, Slovenia	Institute A	Physicist, sen. researcher	30	PPD ; establishment of software for computer modeling; participation in regular coordination meetings; visit to institute D in USA.
2.	Ms. B., Ljubljana, Slovenia	Institute A	PhD student, young scientist	100	Development of software for computer modeling; training at institute D, USA (supervised by Dr. I.).
3.	Dr. C., Ljubljana, Slovenia	Institute B	IC designer, electronics	50	Design and development of custom IC; involvement in patent application for comp. LCD; participation at regular coordination meetings.
4.	Mr. D., Ljubljana, Slovenia	Institute B	MSc student, young scientist	100	Design and development of custom IC (supervised by Dr. C.); training at institute D, USA (supervised by Dr. I.).
5.	Ms. E., Ljubljana, Slovenia	Company A	General director, end- user	5	Involvement in patent application for comp. LCD; participation in regular meetings.
6.	Dr. F., Ljubljana, Slovenia	Company A	Technical director, end- user	20	Commercialisation of final LCD light shutter; demonstration of prototype; intensive cooperation with participant no. 4, Mr. D., during final phase of the project.
7.	Prof. G., Moscow, Russia	Institute C	Physicist; sen. researcher	50	Design and development of custom IC; participation at regular co-ordination meetings; intensive cooperation with participant 3, Dr. C., during final phase of the project.
8.	Mr. H., Moscow, Russia	Company B	General director, end- user	20	Commercialisation of final LCD light shutter; intensive cooperation with participant no. 7, Prof. G.
9.	Dr. I., Kent, USA	Institute D	Assistant director	15	NPD ; development of low frequency electronic driving waveforms; supervisor of the training of participant no. 2, Ms. B, and 4, Mr. D.; regular visits to the institutes and end-users in Slovenia and Russia.
10.	Mr. J., MSc, Kent, USA	Institute D	researcher, electronics	70	PT of low power discrete electronic; training of participant no. 2, Ms. B, and 4, Mr. D.
	(continued)				

* To be described in detail

CRITERIA FOR SUCCESS

The Project Plan shall contain clearly expressed Criteria for Success describing, in a quantified way, what will have been accomplished as a result of the project's successful completion. These criteria must be related to the objectives. They will form the basis for evaluation by all interested parties at the end of the project and beyond. Criteria may be revised by mutual agreement if the Project Plan is revised.

Wording of the criteria statement is not simply a re-statement of project objectives, nor a list of hopes and aspirations. It is a concisely quantified description of the expected achievements of the project.

The criteria, usually not more than 4 to 7, should be presented in a 'weighted table', expressing the relative importance of each one. Examples of 'Criteria for Success' tables are given below. These examples are hypothetical and Project Co-Directors should undertake every effort to generate their own project-specific criteria.

EXAMPLE 1 FOR AN INDUSTRIAL PROJECT:

Rapid Prototyping in the Foundry Industry

Criteria for Success	Relative weight
<i>In terms of success of the adoption of new technologies by the industrial partner</i>	
1. If in the second year of the project the industrial end-users use <i>regularly</i> * 3D-CAD systems for the design of their patterns	10%
2. If in the third year of the project the industrial end-users use <i>regularly</i> * computer-based manufacturing processes for pattern making	20%
3. If at the end of the project each of the industrial partners has used <i>successfully</i> * the new technologies for a new order from a foreign client	25%
4. If at the end of the project industrial partners use <i>regularly</i> * commercially available software for design optimization of cast parts when developing new products with their clients	25%
<i>In terms of success in the dissemination of the new methodologies in the national foundry industry</i>	
5. If two years after completion of the project the new methodologies have been introduced in at least two additional firms.	20%
TOTAL	100%

* The adverbs *regularly* and *successfully* should not be used in the Criteria for Success table. Instead, quantified data should be given, and parameters and values specified (or reference made to the relevant paragraph(s) in the Project Plan).

EXAMPLE 2 FOR AN INDUSTRIAL PROJECT:

Development of an Industrial Robot Vehicle

Criteria for Success	Relative weight
<i>In terms of the scientific impact of the developed methodologies</i>	
1. If the vehicle successfully * performs the allocated missions in a known environment	35%
2. If the vehicle successfully * performs the allocated missions in an environment with simple unexpected obstacles	25%
<i>In terms of visibility of the project</i>	
3. If a demonstration is attended by more than 30 potential end-users that would be using such vehicles	20%
<i>In terms of personnel training</i>	
4. If a year after completion of the project at least three scientists involved in the development of the project have been hired by industry for similar applications	20%
TOTAL	100%

EXAMPLE 3 FOR AN INDUSTRIAL PROJECT:

Industrial Coating of Cutting Tools

Criteria for Success	Relative weight
<i>In terms of scientific development</i>	
1. If one year after the start of the project a technology for TiN and TiCN coating of cutting tools has been successfully * developed by the university partner	25%
2. If at the end of the project a technology for TiN-TiAlN coating of cutting tools is successfully * developed by the university partner	25%
3. If at the end of the project the university quality control laboratory has obtained international homologation for quality control	10%
<i>In terms of success for the industrial partner</i>	
4. If at the end of the project the industrial partner's production of coated cutting tools has increased by 30%	15%
5. If two years after completion of the project the industrial partner's production of coated cutting tools has increased by 75 %	15%
6. If two years after completion of the project the industrial partner has succeeded in exporting coated cutting tools	10%
TOTAL	100%

* The adverbs *regularly* and *successfully* should not be used in the Criteria for Success table. Instead, quantified data should be given, and parameters and values specified (or reference made to the relevant paragraph(s) in the Project Plan.

EXAMPLE 1 FOR AN ENVIRONMENTAL SECURITY PROJECT:

Transboundary River Basin Water Management

Criteria for Success	Relative weight
1. Creation of an assembly in which policy makers and relevant institutions and environmental research institutions from the region are represented	10%
2. Creation of a computer centre (for storage of environmental data, for development and calibration of mathematical models, ...)	5%
3. Collection and validation of data from all the different countries	25%
4. Installation of a Geographical Information System for water resources	15%
5. Selection, calibration and validation of mathematical models	15%
6. Large scale presentation of the water management system	10%
7. Implementation of the water management system for the river basin	10%
<i>Two years after completion of the project</i>	
8. All countries implement the water management system and the assembly continues to meet regularly in order to further develop the system	10%
TOTAL	100%

EXAMPLE 2 FOR AN ENVIRONMENTAL SECURITY PROJECT:

Ecosystem Modeling of the Black Sea

Criteria for Success	Relative weight
1. Creation of an operational data base system, facilitating coordinated, uniform, high scientific analyses of the present and historical contaminant inputs, including effects on marine productivity	10%
2. Intercalibration of analytic methods for environmental data	10%
3. Creation of a sustainable international infrastructure responsible for high quality environmental monitoring of the Black Sea	20%
4. Selection or development of an ecological model for the environmental management of the Black Sea	15%
5. Dissemination of the project results to the international scientific community	5%
<i>On year after completion of the project:</i>	
6. Implementation of the Ecosystem model for environmental management by the responsible authorities (policy makers on a national and international level)	40%
TOTAL	100%

SfP NATO BUDGET TABLE

Please provide one sheet per Project Co-Director. Figures to be given in EUR!

ATTENTION: Project Co-Directors from NATO countries (except Bulgaria and Romania, as specified on the Web) are only eligible for funding of items (f), (g) and (h)!

Project number: SfP -	Expected duration of the Project ¹ :
Project Co-Director: <i>(name, city, country)</i>	

DETAILED BUDGET BREAKDOWN (EUR)	Year of expenditure		
	1st year	2nd year	3rd year
(a) Equipment*			
Subtotal "Equipment"			
(b) Computers - Software			
Subtotal "Computers - Software"			
(c) Training			
<i>(including the travel and living costs and possible fees necessary for the training)</i>			
Subtotal "Training "			
(d1) Books and Journals <i>(global figure)</i>			
(d2) Publications <i>(global figure)</i>			
Subtotal "Books - Publications"			
(e) Experts - Advisors			
Subtotal "Experts - Advisors "			
(f) Travel (for meetings, symposia, etc.)			
Subtotal "Travel"			
(g) Consumables - Spare parts			
Subtotal "Consumables - Spares"			
(h) Other Costs <i>(specify)</i>			
Subtotal "Other Costs"			
(i) Stipends for young researchers <i>(give names)</i>			
Subtotal "Stipends"			
TOTAL	(1)	(2)	(3)
GRAND TOTAL <small>(=1+2+3)</small>			

1) Give number of years/months

* Equipment installed at the site of an industrial project partner must be indicated as such.

SFP NATO BUDGET SUMMARY TABLE

Project number: SfP- _____	Expected duration ¹ :
----------------------------	----------------------------------

Breakdown per Project Co-Director *(to be completed in EUR)*

Project Co-Director <i>(name, city, country)</i>	Year of expenditure			
	Total year 1-3	1st year	2nd year	3rd year
TOTAL :				

Breakdown per item *(to be completed in EUR)*

Item	Year of expenditure			
	Total year 1-3	1st year	2nd year	3rd year
(a) Equipment				
(b) Computers - Software				
(c) Training				
(d) Books - Publications				
(e) Experts - Advisors				
(f) Travel				
(g) Consumables - Spare parts				
(h) Other costs				
(i) Stipends for young researchers				
TOTAL :				

1) Give number of years/months

SFP NATIONAL CONTRIBUTION TABLE

Annex 5c

For Co-Directors of all Partner and Mediterranean countries as well as for the NATO countries Bulgaria, Romania:
one sheet per Project Co-Director; to be completed in EUR.

Project number: Sfp -
Project Co-Director: <i>(name, city, country)</i>

A. TYPE of EXPENDITURE

BUDGET BREAKDOWN (EUR)	Year of expenditure		
	1st year	2nd year	3rd year
(a) Salaries <i>(Name and qualification of research and support personnel)</i>			
Subtotal "Salaries"			
(b) Overhead Costs <i>(specify: consumables, energy, local transportation)</i>			
Subtotal "Overheads"			
(c) Equipment - Computers			
Subtotal "Equipment"			
(d) Other			
Subtotal "Other"			
TOTAL	(1)	(2)	(3)
GRAND TOTAL (=1+2+3)			

B. SPONSORING INSTITUTIONS

BUDGET BREAKDOWN (EUR)	Year of expenditure		
	1st year	2nd year	3rd year
Name of sponsoring institution			
TOTAL	(1)	(2)	(3)
GRAND TOTAL (=1+2+3)			

REVIEW OF THE PROJECT PLAN BY THE NATO EXPERT PANEL
--

PRIOR TO THE MEETING AT WHICH THE PROJECT PLAN SHALL BE PRESENTED

At least two months before the Expert Panel meeting, the Project Co-Directors will be informed of a possible date when the Project Plan could be presented. Once agreed, an information e-mail notifying deadlines for Project Plans, PowerPoint presentations, visa requirements and other meeting arrangements will then be sent to all presenting NPDs and PPDs, along with guidelines for the presentation of SfP Projects.

Twenty-five copies of the Project Plan must be received by the SfP Programme Office before the notified deadline. These Plans will be distributed to the Expert Panel members for evaluation before the meeting on the understanding that they are confidential. The Panel members will study the Project Plan, formulate opinions and questions concerning the proposal and, in some cases, may solicit expert advice concerning the scientific and technical merit of proposed research and the relevance of the Project's objectives for security.

The presentation will be made with the aid of PowerPoint. The combined final PowerPoint presentation of the NPD and PPD should be sent to the SfP Programme Office by e-mail before the notified deadline in order to be processed and transferred to the meeting computer.

In cases where a NATO Consultant has been appointed, his/her opinion and recommendation will also be sent to the Panel Members.

The NPD and PPD will present the Project Plan. Should a replacement be needed, approval from the SfP Programme Office must be received in due time before the meeting.

The NPD and the PPD have to make their own travel arrangements to the meeting. Instructions for this travel and for the presentation will be sent by the SfP Programme Office. All travel and accommodation costs, allowable within NATO rules, have to be covered through the Planning Grant.

DURING THE MEETING

The NATO Expert Panel consists of a group of scientific experts coming from NATO Member States and Partner/Mediterranean Dialogue countries.

Equipment: The presentation should be given with the aid of Power Point. A computer with projector will be available in the meeting room. No personal computers, software, usb sticks, etc. may be used.

In no more than 15 minutes: the PPD will present the Project, detailing its objectives, organization and budget. The NPD may give further explanation. It will be important to describe the work plan, the role of each participating institution, the management plan for all essential project activities and, particularly, the implementation of the results and their relevance to security. 'Criteria for Success' – clearly quantified statements of what will have been accomplished when the Project has been successfully completed – should be expressed.

A max. 30-minute question/answer session follows the presentation, during which the Project Co-Directors may answer questions from the Expert Panel. Following this session the Project Co-Directors are excused from the meeting room.

Where a NATO Consultant has been appointed the Expert Panel will ask him/here questions in a short separate session.

In the final section of the review period, the NATO Expert Panel, together with the NATO Staff, remains in executive session. It is then the Expert Panel's responsibility to recommend either accepting the Project for immediate funding, deferring acceptance until further specified conditions are met, or rejecting the proposed project.

FOLLOWING THE MEETING

Recommendations of the Expert Panel will be given to NATO's nations for approval. The final decisions will be communicated to Co-Directors as soon as possible. If a project is approved, the Project Co-Directors will receive a formal letter/contract called the 'Initial Grant'.

The initial grant specifies any conditions to the approval as well as the funding provisions and terms and conditions for the administration of SfP projects. The initial grant will be for the initial start-up costs of the project and further grants, called 'supplementary grants', will be made step-by-step according to the requirements of the project up to the overall estimated amount specified in the initial grant.

Funds from SfP project grants may be used during the period of the year in which it is granted plus the following two years (Management Handbook refers).

INTELLECTUAL PROPERTY RIGHTS

A. PRINCIPLES

- The primary goal of Science for Peace (SfP) is to enhance the communication, co-operation and understanding between NATO and partner or Mediterranean Dialogue countries while contributing to the improvement of security issues.
- In case Intellectual Property (IP) will be obtained during the project, the expectation is to achieve a reasonable share of benefits among the Co-Directors and participants in SfP projects (further referred to as “Parties”), taking into account their respective contributions and their initial know-how.
- The NATO Expert Panel will determine whether or not individual projects meet the objectives of SfP. The Expert Panel will make this determination based on a Project Plan that, in the case that Intellectual Property will be obtained during the course of the Project, must include a draft Intellectual Property Rights (IPR) agreement based on the Principles and Guidelines provided by NATO.
- Taking into account recommendations by the Expert Panel on the draft IPR agreement, a final IPR Agreement shall be prepared and signed by all Parties. Funding of the Project will only be provided after the IPR agreement is concluded.
- The IPR 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.

B. SAMPLE CONTENT OF IPR AGREEMENT AMONG PARTIES**INTRODUCTION**

1. INTELLECTUAL PROPERTY RIGHTS
 - 1.1. Definitions
 - 1.2. Ownership and Access Rights
2. EXPLOITATION
 - 2.1. Foreground Intellectual Property
 - 2.2. Background Intellectual Property
3. INTELLECTUAL PROPERTY PROSECUTION AND ENFORCEMENT
4. INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY
5. CONFIDENTIALITY
6. BREACH OF AGREEMENT
7. MEDIATION AND ARBITRATION
8. LAW
9. IPR COMMITTEE
10. GENERAL

EXAMPLE OF AN INTELLECTUAL PROPERTY RIGHTS AGREEMENT

PROJECT: (Project Title)

SfP 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

- (a) The Parties have expertise in the field _____ and wish to undertake joint research and exploitation of results in this field.
- (b) This project will benefit from financial support through NATO Science for Peace.
- (c) 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 Science for Peace (SfP) Programme 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.

2.3 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 Programme 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 SfP Programme 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 Divulgence (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 divulgence. 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 SfP Programme 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 SfP Programme 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.
- 10.3 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)

- .
- .
- .