



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

Secretariat

Brussels, 30 November 2006

COST 299/06

NOTE

To : COST Committee of Senior Officials (CSO)

Subject : Rules and Procedures for implementing COST Actions
- as approved by the CSO on 29 November 2006 by written procedure¹

Delegations will find attached the "Rules and Procedures for implementing COST Actions" as approved by the CSO on 29 November 2006 by written procedure.

¹ This document replaces doc. COST 400/01.

Rules and procedures for implementing COST Actions

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I - Basic definitions

1. COST Member Country

A COST Member Country is a country that either participated in the Ministerial Conference held in Dubrovnik on 27 May 2003¹ or has since then been approved by the COST Committee of Senior Officials (CSO) as a full member of the COST Framework.

2. Cooperating State

A Cooperating State is a State that has been approved by the CSO to participate without voting rights in the CSO and as a full member in Domain and Management Committees, unless otherwise decided².

3. COST Action

A COST Action is a European Concerted Research Action based on a Memorandum of Understanding (MoU) signed on behalf of the Governments of the COST Countries or Cooperating States wishing to participate in the Action³. Each COST Action is identified by a number and a title.

4. COST Secretariat

The COST Secretariat refers to the General Secretariat of the Council of the European Union when it carries out the tasks referred to in Chapter IV - *Obligations of the COST Secretariat* or otherwise takes part in the administration of COST cooperation.

5. COST Office

The COST Office refers to the unit established through the Memorandum of Understanding between COST and the European Science Foundation⁴, acting as the implementing agent of COST and providing scientific and administrative support for COST Actions, Domain Committees and for any other scientific/technical issue relevant to COST.

¹ Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, former Yugoslav Republic of Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey and United Kingdom.

² Israel (cooperating State).

³ The European Commission may also participate in Actions but without signing the MoU.

⁴ Doc. COST 262/02 and COST 291/06.

II - Procedure for the approval of new COST Actions

1. Recommendation by the Domain Committee (DC)

The selection procedure of proposals for new COST Actions is outlined in the doc. COST 235/06 approved by the CSO on 29/30 March 2006.

Proposals for new COST Actions recommended by the COST Domain Committees (DC) are made available to the Committee of Senior Officials (CSO) normally two months before the scheduled CSO meetings. COST DC Chairs will synchronise their meetings with the CSO meetings to limit the time for approval to a minimum.

2. Examination by the JAF Group

The JAF Group examines the proposals. The recommendations of the JAF Group are sent to CSO members normally one month before the CSO meetings.

3. CSO approval

Taking into account the JAF recommendations, the CSO will take a decision on the proposed Actions.

III - Memorandum of Understanding and Start of an Action

1. Structure of the Memorandum of Understanding (MoU)

- 1.1 The MoU for implementing a COST Action consists of two parts: the Memorandum proper and the Technical Annex.
- 1.2 The Memorandum proper (see Annex 1) 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 anticipated economic dimension of the Action (as defined in Chapter VIII, paragraph 1), 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.
- 1.3 The Technical Annex contains a description of the background, objectives and benefits, scientific programme, organisation and timetable, economic dimension and a dissemination plan forming the basis of the corresponding information given in the Memorandum proper.

2. Signing of the Memorandum of Understanding (MoU)

- 2.1 The MoU for a new COST Action has to be approved by the CSO before it is opened for signing.
- 2.2 After having been signed by at least 5 countries (or such other minimum number as the CSO may determine), the MoU takes effect and the Action enters into force. This is not the start of the Action (see 3.2 below)
- 2.3 Within a period of twelve months after the approval by the CSO, the MoU is open for signature to any COST Country or Cooperating State without any conditions being imposed. After this period of twelve months, other COST Countries or Cooperating State may sign the MoU only after having received the permission of the Management Committee.

- 2.4 By signing the MoU the signatory country confirms that activities to be covered by the COST Action are already being funded or that the necessary funds for participating in the Action will be made available under their internal financing procedures.
- 2.5 Signing the MoU will not create any binding legal effect under public international law, the provisions in the MoU as well as in the “Rules and Procedures” being of a strictly recommendatory nature.
- 2.6 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.

3. Start of an Action

- 3.1 COST Countries that wish to participate in an Action communicate the names of up to 2 nominated representatives for the Management Committee (MC) of the Action via the remote on-line nomination tool (<http://www.cost.esf.org/nomination>).
- 3.2 Provided at least the minimum number of sets of nominations has been received, the COST Office may arrange the first MC meeting to bring representatives together and start Action planning. The COST Office may invite and reimburse additional experts and will endeavour to communicate the launch of the new Action as widely as possible in order to stimulate optimal participation. If five participating countries have signed the Action, the meeting is the first official MC meeting. If not, the meeting is a 'kick-off' and the Action operates on a provisional basis until the first MC meeting is convened which is the formal starting date of the action.
- 3.3 Actions that fail to start within twelve months of the date of approval of the MoU by the CSO due to lack of the minimum number of signatories, or 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 CSO for review.

IV - Obligations of the COST Secretariat

1. The COST Secretariat will inform all Signatories of the signing dates and date of entry into force of the MoU.
2. The MoU will be deposited with the COST Secretariat, which will transmit a certified copy to each of the Signatories. A country may confirm in writing to the COST Secretariat if it prefers to receive an official confirmation letter rather than a certified copy of the MoU.

V - Changing the framework of a COST Action

1. Withdrawal from an Action

A Signatory country which intends, for any reason, to terminate its participation in the Action will notify the COST Secretariat with a copy to the COST Office of its intention as soon as possible, preferably not less than three months beforehand.

2. Modification to the duration of an Action

The duration of a COST Action is defined in the MoU (normally 4 years) calculated from the first meeting of the Management Committee (*see Chapter III - Memorandum of Understanding and Start of an Action*). The period may be shortened or extended by the CSO under the circumstances set out below.

- a) The COST Action may be terminated by decision of the CSO before its originally intended date of expiration:
 - if the number of signatory countries participating in the COST Action falls below the minimum number, or
 - if any other circumstances make the benefit of continuing the COST Action questionable.
- b) The COST Action may be extended beyond its originally intended date of expiration although this is not desirable:
 - if, during the course of the Action, the Management Committee 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.

Every effort should be made to accommodate such events within the original planned duration of the Action.

3. Other

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 Committee of Senior Officials (CSO) or to the relevant Domain Committee, if it has received authority from the CSO, for approval.

VI - Participation of non-COST institutions

1. In addition to COST Member Countries or Cooperating States, the CSO may admit international organisations, or research establishments in countries outside the COST framework, as participants in specified COST Actions, on an Action by Action basis, under the provisions set out below. Such institutions are hereafter referred to as “non-COST institutions”.
2. An application from a non-COST institution, addressed to the President of the CSO, will be dealt with by the CSO on the basis of a reasoned case on the expected contribution by that institution to reaching the objectives of the Action, put forward by the Management Committee, if already established, and by the relevant Domain Committee.
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 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 CSO President. A non-COST institution participates in the Action on the same base as the signatory countries, except that it has no right to vote in the Management Committee or Working Groups. Participants from non-COST institutions are not eligible for reimbursement, unless there are special provisions decided by the CSO.
5. When more than two institutions from the same non-COST country participate in an Action, they are requested to coordinate between themselves, and are allowed to be represented by up to two representatives from the particular non-COST country at the MC meeting.
6. At the outset of an Action, proposed participation by a non-COST institution, if it has been associated with the proposing group, may be accepted in principle by the CSO and will come into effect once the MC and DC confirmation has been obtained.

VII - The Management Committee

1. The Management Committee (MC) supervises and coordinates the implementation of a COST Action.
2. The secretariat of the MC will be provided by the COST Office (as defined in Chapter I, paragraph 5), or by a competent authority or research institution in one of the Signatory States, or as provided by the Action under the COST Grant system.
3. The MC will be composed of up to two representatives from each signatory country and one representative of each non-COST institution(s), provided that no more than two of these are from the same non-COST country (see Chapter VI, paragraph 4).
4. In the MC, each signatory country (not individual) has one vote. Observers and representatives of non-COST institutions have the right to express their views but cannot vote.
5. COST Member Countries and Cooperating Countries 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. The European Commission may also send an observer to a MC meeting.
6. The MC establishes its own rules of procedure based on the “Standard Rules of Procedure” (see Annex II).
7. After receiving nominations from more than the minimum number of countries, the COST Office may convene the first meeting of the Management Committee of the Action. The date of the first MC meeting is the start date of the Action (see also Section III, paragraph 3.2).
8. Before election of the Chair, the chair is taken by the Science Officer dealing with the Action. In the case where there are less than the minimum number of signatory countries represented, the nominated MC delegates can elect an acting MC Chair, who shall act until the minimum is reached.
9. The MC will be responsible for coordinating the Action and, in particular, for:
 - (a) choosing the 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; including the planning and follow up of the Actions budget;
 - (d) coordinating the contributions of all participants;
 - (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) providing for the evaluation of the research carried out during the Action when drawing up the annual progress reports and the final report;
- (i) formulating recommendations for the future use of the results achieved by the Action.
- (j) 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 III, paragraph 2.3;
- (k) formulating an opinion on an application for participation by a non-COST institution including a possible recommendation to the CSO to attach certain special conditions to its approval;
- (l) bringing to the attention of the CSO or the appropriate Domain Committee any proposed substantial change in the Action framework including requests for extension or prolongation.

VIII - 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 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 allow an estimation of the economic dimension incurred by the Action.
2. In order to facilitate the preparation of the reports, 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 only to the participating institutions 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 in cooperation with the COST Office. The reports will be presented to the relevant Domain Committees. 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 and the COST National Coordinators.
4. COST Actions are monitored by the relevant Domain Committee(s), normally through the appointment of one or more of their members as rapporteur(s) to follow the Action. The rapporteur(s) should be invited to all meetings organised by the Action. Rapporteurs may also be appointed from other Domain Committees having a science interest in the Action¹.
5. Normally, each DC convenes an Annual Meeting of the Chairs of the MCs of Actions in its domain to receive and discuss the Annual Report of each Action in the domain.

¹ For further information on the monitoring and evaluation process, see *Vademecum - Guidelines for assessment, monitoring and evaluation of COST Actions*.

IX - Property rights

Neither COST nor the ESF or the EU retain property rights which are deemed to belong to the individual participants in an Action. The following conditions also apply:

Article 1

In order to facilitate the exchange of results referred to in Chapter VII, paragraph 9 (g), and subject to national law, participants 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 participant (hereinafter referred to as “the applicant participant”), to supply the research results and to grant to the applicant participant or to a third party nominated by the applicant participant a licence to use the research results and such technical know-how incorporated therein as is necessary for such use if the applicant participant requires the granting of a license for the execution of:

- *work in respect of the Action;*
- *research and development work within the framework of the applicant participant 's projects in the same field;*
- *research and development work within the framework of any associated European project undertaken subsequently and in which all or several of the participants may be prepared to take part.*

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

Article 2

Participants 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 Article 1.

Where a research contractor is unable or unwilling to agree to such extension, the participant 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.

Article 3

Participants 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.

Article 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 participants 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.

Article 5

The provisions of Articles 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.

It is strongly recommended that if the possibility of IPR being generated by a COST Action is recognised then the individuals concerned within MCs and Workshops should come to an IPR-sharing agreement at the earliest possible stage in the development and implementation of an Action. This will avoid possible disputes occurring at a later stage.

X – The European Charter for researchers

The members of the COST Actions are strongly encouraged to note and implement the “*Commission Recommendation on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers*” (for details see <http://europa.eu> ,document 7321/05)

DRAFT
MEMORANDUM OF UNDERSTANDING
for the implementation of a European Concerted Research Action
designated as
COST Action XXX
"TITLE"

The Signatories to this Memorandum of Understanding, declaring their common intention to participate in the concerted Action referred to above and described in the Technical Annex to the Memorandum, have reached the following understanding:

1. The Action will be carried out in accordance with the provisions of document COST 299/06 "Rules and Procedures for Implementing COST Actions" (or in any new document amending or replacing it), the contents of which the Signatories are fully aware of.
2. The main objective of the Action is to
3. The economic dimension of the activities carried out under the Action has been estimated, on the basis of information available during the planning of the Action, at € xxx in 20xx prices.
4. The Memorandum of Understanding will take effect on being signed by at least [five] Signatories.
5. The Memorandum of Understanding will remain in force for a period of xx years calculated from the date of the first meeting of the Management Committee, unless the duration of the Action is modified according to the provisions of Chapter V of the document referred to in Point 1 above.

Rules of Procedure for Management Committee

Article 1

The Management Committee (MC) for COST Action ... has been set up in accordance with the provision of Chapter VII (*the Management Committee*) of the doc. COST 299/06 ("*Rules and Procedures for Implementing COST Actions*"). The MC shall consist of no more than two representatives for each Signatory and no more than one representative for each non-COST institution admitted to participate in the Action¹.

The members of the MC shall be appointed for the duration of the Action. The COST Office shall be notified of any amendments to such appointments.

Article 2

The main responsibilities of the MC are defined in particular in Chapter VII - *the Management Committee* with some additional provisions in Chapter VIII - *Reports* and Chapter IX - *Property rights*.

Article 3

Each Signatory shall have one vote in the MC. If a member representing a Signatory is unable to attend, this power may be delegated to an officially appointed deputy. Members representing non-COST institutions have the right to express their views but not to vote.

Article 4

The members of the MC, with the agreement of both the relevant COST National Coordinator and the MC Chair, may appoint experts or advisors to accompany them or substitute for them in case of absence. Attendance at the meeting shall be strictly limited to members and their appointed experts or advisors as well as to specialists invited in connection with specific items on the agenda. Only MC members and officially invited experts will be entitled to be reimbursed.

In case the Action does not operate under the COST Grant system, the names of the experts, advisors or specialists shall be communicated to the COST Office before each meeting.

Subject to the approval of the MC and budgetary cover, any member may also invite representatives of international organisations or experts from non-signatory Countries to participate as observers in some of its activities in accordance with requirements.

¹ When more than two institutions from the same non-COST country participate in an Action they are required to coordinate between themselves and are allowed to be represented by up to two delegates from the particular non-COST country at MC meetings.

Article 5

The MC may decide that some of its discussions or certain Minutes of meetings and other documents be considered confidential. Documents are not considered confidential unless this is clearly stated on the front page.

The information supplied by the members of the MC shall not be published without their agreement.

Article 6

If in the course of this Action results are obtained or expected, which could give rise to intellectual (industrial or non industrial) property rights, the MC shall take the necessary steps, be it by written agreement among the participants or otherwise, in order to protect these rights, with respect to the principles set out in Chapter IX of the "Rules of Procedure for implementing COST Actions".

Article 7

The MC shall appoint from among its members representing Signatories, by a simple majority vote, a Chair and a Vice-Chair for the duration of the Action.

If the Chair is unable to attend, his/her place shall be taken by the Vice-Chair.

In the event of the premature termination of the appointment of the Chair or Vice-Chair, they shall be replaced for the remainder of the term of office in question, again by a simple majority vote.

Article 8

Meetings of the MC shall be officially held only if at least two-thirds of the Signatories are represented.

The decisions of the MC shall be taken by a simple majority of the Signatories present and voting. If appropriate, a secret ballot may be carried out and the votes shall be counted by the COST Office representative. In the event of a tie, the procedure may be repeated.

Article 9

The MC shall be convened by the Chair as often as required for the performance of its tasks, and should meet at least once per year.

It may also be convened at the request of members representing at least three Signatories.

Article 10

Support for the MC shall be provided by the COST Office, or by a competent authority or research institution in one of the Signatory States, or directly by the Action MC in the case of support through the annual grant system. In the latter case, a grant holder institution is appointed (normally that of the Chair or Vice-Chair of the MC) provided it can demonstrate appropriate competence in administrative and financial matters (see Article 11).

Article 11

Correspondence shall be dealt with by the COST Office, which shall be responsible for all contacts with the Chair, Vice-Chair and members of the MC other than in the case of the annual grant system (see Article 10).

The COST Office will receive copies of all correspondence.

Documents to be distributed by the COST Office or the grant holder at the meetings should be sent at least three weeks before, for their duplication. For last minute documents to be distributed during meeting sessions, a sufficient number of copies should be brought, in order to avoid duplication on the spot. Whenever possible, documents should be duplicated and mailed by the authors directly to the participants and the COST office/grant holder.

The COST Office will maintain master copies of all documents when it provides the secretariat. In the case of Actions supported under the COST grant system, this is the responsibility of the grant holder.

Article 12

Meetings shall be held where the MC considers it advisable to meet, at the invitation of an institution in a signatory State. The COST Office shall only undertake the organisation of the meetings held in Brussels.

The cost of organisation of meetings elsewhere shall be borne by the host country.

Article 13

The working language of the MC is usually English. Documents from the COST Office will be issued in this language.

Article 14

The travelling expenses incurred by and allowances due to a maximum of two members and for a maximum of three meetings per year of the MC will be borne by the COST budget for representatives of a Signatory eligible for reimbursement. Details of the reimbursement are covered by the "Rules for reimbursement of expenses for experts eligible for reimbursement".

Article 15

These Rules of Procedure may be amended by the MC following a valid vote as long as the changes do not contravene the basic principles set out in these Articles nor the “Rules and Procedures for implementing COST Actions” or adversely affect the functioning of the Action. Proposals for the amendment of these rules shall be circulated one month prior to their discussion to the members of the MC and to the COST Office.
