

National annex: France - ANR

Partner: Agence Nationale de la Recherche (ANR)

Notice: The Agence Nationale de la Recherche (ANR) support the 1st Call for Proposals of the ERA-Net Plant Genomics (www.erapg.org) as part of the international collaboration of GENOPLANTE 2010. Funds will be managed by the Institut National de la Recherche Agronomique (INRA), support institute of the ANR programme "Réseau de Génomique Végétale", and will be available only for support of French participants in projects of Sub-call B: "Trilateral partnership and beyond – The future of European public/private partnership in plant genomics". The total available ANR budget will presumably have an amount of Euro 2 - 3 million. For further details on the ANR, please visit <http://www.agence-nationale-recherche.fr/>.

GENOPLANTE 2010 is a five year program following the GENOPLANTE program. The aim of this program is to promote plant genomics in France and particularly through public-private partnership. For further details please visit www.genoplante.com.

Eligibility: The theme of the *Collaborative Research Project (CRP)* has to follow the themes defined in the Call notice Sub-call B (see Themes). The CRP must involve partners as described in the Call notice Sub-call B (see Eligibility). The CRP has a maximum duration of three years.

National regulations: French applicants accept by submitting their project to the ERA-PG call the application of GENOPLANTE rules as defined in the contract "GIS GENOPLANTE 2010". French applicants not being member of GIS GENOPLANTE have to be linked by a partnership contract with GENOPLANTE. This contract will be negotiated on a case by case basis.

For French participations:

- Pre-proposal: information should be given if the same research project or proposal presented in the CRP has been submitted to calls for projects funded by ANR other than ERA-PG (for French participation only).
- Full proposal: a financial form (description of the cost breakdown), provided by ANR, will be added to the Full proposal to be written for the project selected by the Program Board among the Pre-proposals; the expected financial costs of the selected projects will be checked by ANVAR, working for ANR.

The rate of funding applicable to public laboratories, to EPICs and to private companies is defined by ANR.

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

Consortium agreement and Intellectual Property Rights: For the selected projects the consortium agreement between the parties should follow the Genoplante criteria as defined in Specific clauses for the French applicants (see page 2).

Research project follow-up: The CRP will be considered as an ANR-GENOPLANTE project and followed by the ANR Réseau de Génomique Végétale GENOPLANTE 2010 Scientific Evaluation Committee which will evaluate the French participation and will have a close look at the implementation of the collaboration.

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Specific clauses for the participation of French applicants



French applicants accept by submitting their Project to the ERA-PG call the application of GENOPLANTE rules, as defined in the contract “GIS GENOPLANTE 2010” signed the 21st April 2005 between the members of the GIS GENOPLANTE. French applicants not being member of the GIS GENOPLANTE have to be linked by a partnership contract with the GENOPLANTE Member(s) involved in the Project and GENOPLANTE VALOR.

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

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