

Quiz: Legal basis H2020, IPR and Open Access

1. What is the legal document which establishes the obligations of the participants towards the EC when participating in a H2020 project?
 - a. Consortium Agreement
 - b. EC Contract
 - c. Grant Agreement

2. In case of conflict between Annex I, the Grant Agreement and the Consortium Agreement, which would be the order of prevalence?
 - a. Consortium Agreement, Annex I, Grant Agreement
 - b. Grant Agreement, Annex I, Consortium Agreement
 - c. Annex I, Consortium Agreement, Grant Agreement

3. Which of the following statements is wrong?
 - a. The Consortium Agreement is a private agreement between the participants in the Project.
 - b. The Consortium Agreement establishes the functioning of the consortium: governing bodies, decision making, payments, conflict resolution, IPR.
 - c. The Consortium Agreement is signed by the legal representatives of the participants and the EC.

4. When should we take into account Intellectual Property provisions?
 - a. During the Project.
 - b. At the end of the Project, when results have already been generated.
 - c. During all phases (preparatory, implementation and post-project phases)

5. Who do the results of the project belong to?
 - a. To all the participants in the consortium.
 - b. To all the participants in the Work Package that generated the result.
 - c. To the participant that generated the result.

6. When should a Consortium Agreement be drawn up?
 - a. In all H2020 projects that have more than 1 partner.
 - b. Never
 - c. In all H2020 projects, unless the call specifically establishes that it is not necessary.

7. In which cases should a participant grant access rights to his results/background to the rest of the participants?
 - a. When access rights to the results/background are necessary for them to carry out their part of the Project.
 - b. When Access rights to the results/backgrounds are necessary for them to exploit their own results.
 - c. All of the above are true

8. Transfer of research results:
 - a. Is not permitted in H2020
 - b. Is always permitted
 - c. Shall guarantee that the obligations derived from ownership are transferred to the new owner.

9. Exclusive licensing for the exploitation of research results:
 - a. Is permitted in any case
 - b. Is permitted as long as the rest of the beneficiaries waive their Access rights.
 - c. Is not permitted.

10. Background refers to:
 - a. Previous knowledge of the legal entity which participates in the Project.
 - b. Previous knowledge of the research team which participates in the Project.
 - c. Previous knowledge of the Principal Investigator that participates in the project.

11. If a result is generated due to the common effort of various participants, making it impossible to distinguish the contribution of each one:
 - a. The result will belong to the participant who has more work assigned in the relevant WP.
 - b. The result will belong to all participants in the consortium.
 - c. The result will belong to the participants who have generated it.

12. Open Access in 7FP:
 - a. Is mandatory
 - b. Is not applicable
 - c. Is a “best effort” obligation

13. Open Access in H2020:
 - a. Obliges beneficiaries to publish the results of their research.
 - b. Does not imply obligation to publish, but need to abide by it in case of publishing.
 - c. All of the above are false.

14. The protection of results:
 - a. Is mandatory when results can derive in industrial or commercial exploitation and their protection is possible, reasonable and justified.
 - b. Is mandatory in all cases
 - c. Is never mandatory