



NATIONAL PROJECT
for RESEARCH and DEVELOPMENT

MINⁿD

Interoperable Information Model for Sustainable Infrastructures

CHARTER

This charter is the English translation of the original document entitled “Charte du Projet National MINⁿD” written in French language. It has to be used only to help understanding the original document and does not replace it.

FOREWORD

This Charter relates to the National Project (NP) for research and development on “Interoperable Information Model for Sustainable Infrastructures” (hereinafter MINⁿD), which has been approved by the Directorate for Research and Innovation (hereinafter DRI) at the French Ministry for the Environment, Sustainable Development, and Energy (hereinafter MEDDE) in the framework of the Civil and Urban Engineering Network (hereinafter RGC&U).

The full version of the Project that contains the research programme and the budget of the Project is annexed to the present Charter in a document entitled “Projet National MINⁿD – Programme de recherche – Modélisation des INformations INteropérables pour les Infrastructures Durables”.

The aim of this Charter is to define the rights and obligations of the Project Partners and to detail the organisation which will make it possible to coordinate the work carried out in the framework of the Project.

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ARTICLE 1 DEFINITIONS

General Assembly

The General Assembly will be made up of a representative from each of the Partners, each of whom has one vote.

Previous knowledge

This refers to all the technical and/or scientific information and knowledge of whatever type that is necessary to carry the Project through. This knowledge, whether or not it is protected and/or protectable or not under a right of intellectual property:

- belongs to a Partner or was held by it before the Charter was signed,
- or was required and/or developed by the Partner after the date the Charter was signed but independently of the conduct of the project.

Confidential information

This refers to all the technical or commercial information of whatever type that a Partner divulges to the other Partners while carrying through the project, in whatever form, directly or indirectly, by means of documents or by providing products, samples, equipment, materials or orally, in particular during meetings or interviews, on condition that the Partner which divulges the information has stated its confidential nature clearly and unequivocally in writing.

Partner(s)

A signatory or the signatories of this Charter with the exception of the Project Leader specified in ARTICLE 9.

Research Programme

All the research works that are undertaken and the results that are anticipated in the framework of this Charter, described in the annex "Projet National MINⁿD – Programme de recherche – Modélisation des INformations INteropérables pour les Infrastructures Durables".

Project

Performance of the research programme with the human, physical and financial resources that are made available for this purpose

Results

This denotes the deliverables, working documents, intermediate reports and all the knowledge, whether patentable or not, including patents, know-how, new software, data, plans, mock-ups and prototypes, whatever medium they are held on, generated in the framework of the Project.

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ARTICLE 2 COMMITMENT

The signatories of this Charter are the project Partners and the Project Leader specified in ARTICLE 9.

They are committed to:

- ▶ take responsibility for carrying through the Research Programme until the final result specified in the research programme is achieved;
- ▶ participate in the financing of the project according to the terms laid down in ARTICLE 8 of this Charter.

To meet this commitment, the Partners and their subsidiary or subsidiaries have a right of access to the Results.

The research actions may call for specific services, to be specified during the project. They will be launched by order letters sent to the Partners by the Project Leader.

The Partners make the commitment to collaborate fully and wholeheartedly, and to provide all the resources that are oddslot necessary to carry out the Project, including all the information they consider to be of use for the Project.

In awareness of the fact that the financial failure of one of the Charter signatories may compromise the completion of the programme, each of them, by this Charter, commits itself to providing its share of the financing in accordance with the budgets that have been approved.

If one of the Project Partners has already or may in the future benefit from aid from the European Commission or the French Government on a theme that is close to or linked to that covered by the project, it promises to inform the DRI of the fact.

ARTICLE 3 PARTNERS

Anybody that is willing to sign the Charter within a period of six (6) months from the date of the Constitutive Assembly (see Article 5.1) may ask to become a partner. Any request to join the project that is presented after this date will be subject to the agreement of the General Assembly which will fix the conditions, in particular with regard to finance.

ARTICLE 4 PROGRAMME - BUDGET

The programme and the budget for the project are annexed to this Charter in the document entitled “Projet National MINⁿD – Programme de recherche – Modélisation des INformations INteropérables pour les Infrastructures Durables”.

Throughout the Project, the programme, its budget and its financing plan¹ may be modified by the Project General Assembly with, if necessary, the agreement of the DRI.

ARTICLE 5 GENERAL ASSEMBLY

Article 5.1. Composition of the General Assembly

Decision-making powers with regard to the conduct of the project will be entrusted to a General Assembly.

The General Assembly will be made up a representative from each of the Partners, each of which

¹ The financing plan is annexed to the present charter

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will have one vote. The General Assembly will elect a Chair during its first meeting, which will be called the Constitutive Assembly.

The Project Manager, the deputy Project Manager, the Project Leader, and a representative of the DRI will also attend the General Assembly meetings, in an advisory capacity.

Scientific and technical advisers may be invited to attend any meeting of the General Assembly on condition that they have been expressly invited by the Chair.

Article 5.2. Remit of the General Assembly

The General Assembly will hold all the decision-making powers with regard to the conduct of the Project. It will:

- ▶ define the strategic orientations of the Project,
- ▶ fix the programmes and annual budgets,
- ▶ monitor the performance of studies and research work,
- ▶ decide, when necessary, on the changes and additions to be made to the Research Programme and whether it is appropriate to make a request for an additional subsidy for part of the Research Programme,
- ▶ approve the final reports and recommendations which are one of the essential goals of the Project.

The General Assembly will decide on the terms of the participation of new Partners who ask to join the project six months (6) after the Constitutive Assembly of the project has been held and make a judgment if one of the Partners withdraws from the Project.

It will approve the proposals with regard to the choice of service providers and the conditions for their actions put forward by the Steering Committee described in Article 6.1.

It will validate the proposals of the Steering Committee concerning requests for publications and statements from Partners concerning the project and, when relevant, property titles, under the terms laid down in ARTICLE 10 and ARTICLE 11. It will decide the form under which the results should be published (a book that summarises the results and recommendations or a technical guide) and how the results should be presented publicly.

Article 5.3. Operation of the General Assembly

The first meeting of the General Assembly will be known as the Constitutive Assembly. It will be convoked by the Project Leader within six (6) months of the date on which the project is certified by the RGC&U. It will bring together the Partners who were identified as “prospective Partners” in the Program.

The General Assembly will hold ordinary meetings one (1) or two (2) time(s) a year when convoked by its Chair who will be elected during the Project’s Constitutive Assembly. No additional meeting can be held unless convoked by the Chair or requested by at least one third of the Partners, on condition that the request is sent to the Chair.

Each of the Partners will appoint a representative and a deputy to the General Assembly. A Partner may authorise another Partner to represent it, but no Partner or deputy may hold more than five such proxies. The proxies must be presented at the start of the General Assembly meeting.

The General Assembly may only validly discuss and take decisions about modifying the research programme and the budgets when at least half of the Partners are present or represented.

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A unanimous vote is sought for all decisions made by the General Assembly. If this cannot be obtained, decisions will be taken on the basis of a simple majority of those who are present and represented. In the event of a tie, the Chair's vote will count double.

The Project Leader will draft the proceedings of each meeting. These will be validated by the Chair and sent to all the Partners in the two months following the meeting. If no comments about the proceedings are sent to the Chair within a month of their reception, they are deemed to have been approved.

If comments are made about the proceedings, any modifications will be put before the next General Assembly for approval.

The Chair of the General Assembly will act as the permanent representative of the Partners, in particular in order to take essential decisions between two General Assembly meetings, on condition the Chair is assisted by a Steering Committee as defined in Article 6.1. The Chair will give an account of these decisions to the Partners at the next meeting.

In the event of the resignation or incapacity of the Chair, the General Assembly will elect a new one.

ARTICLE 6 ORGANISATION OF THE PROJECT

In order to avoid long-distance travel, communications technologies will be favoured: telephone conferencing, video conferencing and web conferencing.

Article 6.1. Steering Committee (hereafter known as the "COFIL")

A Steering Committee will coordinate and plan the project, monitor the coherence of the work that is carried out and ensure the Chair of the General Assembly takes any decision which cannot await the meetings of the General Assembly. It will be appointed by the General Assembly.

This Steering Committee will consist of:

- the Project Manager,
- the deputy Project Manager ,
- the representative of the Project Leader,
- the managers of the Working Groups (see Article 6.2).

The Chairman of the Project is permanently invited to participate to the COFIL.

The Steering Committee will be led by the Project Manager and the deputy Project Manager, and hold as many meetings as necessary, at least one (1) every quarter. It will be tasked with:

- precisely defining the actions to be undertaken in the framework of the programmes approved by the General Assembly;
- organising, with the managers of the Working Groups, the conduct of the project's research activities;
- proposing service providers to the General Assembly and proposing their terms of work to the Project Leader;
- coordinating the different research themes and the flow of information between them;
- giving a technical opinion to the General Assembly on the proposals made by the Partners or external third-parties who are called upon to take part in the programme;

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- monitoring the performance of the studies conducted by the Partners and/or the external third parties with regard to their scientific and technical content;
- reporting to the General Assembly on the progression of the various operations in the project programme and putting any modifications or additions before this committee;
- overseeing the preparation of summary documents and recommendations or technical guides;
- assisting the Chair for any decision that cannot await the next General Assembly meeting, on condition it has received the latter's authorisation.

The Project Director will be responsible for drafting the proceedings of the Steering Committee meeting the proceedings will be made available to all the Partners within six weeks of the Steering Committee meeting.

Article 6.2. Working Groups (WG)

The Working Groups consist of:

- Working Groups related to the Thematics
- Working Groups related to the Use Cases

The Working Groups will be tasked with organising, planning, conducting and monitoring the research work laid down in the Project Research Programme. The Working Groups will meet as often as necessary, a minimum of once every three months.

Any member of staff belonging to one of the project Partners will be able to take part in the activities and meetings of a Working Group.

Each Working Group will be led by a Theme Manager who is a member of the COPIL. The Theme Managers may be assisted by a Theme Co-manager.

The Theme Managers will be responsible for producing their theme's deliverable and will represent the Working Group on the COPIL.

ARTICLE 7 STATE PARTICIPATION

The MINⁿD national project has state support, including financial support up to 20% of the global costs, via the DRI at the MEDDE. The DRI's financial commitment to the project will take the form of one or more subsidy agreements between the DRI and the Project Leader.

Insofar as the State contributes to financing the project, the Partners undertake to accept that the administration has the right to monitor the Project's accounts and the nature and value of the contributions in kind.

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ARTICLE 8 CONTRIBUTION OF PARTNERS TO FINANCING THE PROJECT

The contributions of Partners will consist of:

- ▶ membership fees which are usually called up annually. Each Partner undertakes to pay **four (4) membership fees over the entire duration of the project**. These will be modulated as set out in the table below;

Category	Basis	Group 0	Group 1	Group 2	Group 3	Group 4	Group 5
Owners	Total annual investments			Less than 10M€	10 to 100 M€	100 to 1000M€	More than
Operators	Turnover			Less than 100M€	100 to 500M€	500 to 2000M€	Over 2000M€
Contractors	Turnover			Less than 100M€	100 to 500M€	500 to 2000M€	Over 2000M€
Engineering companies	Nb of employees		Less than 20 p.	20 to 100 p.	100 to 500 p.	Over 500 p.	
Architects	Nb of employees		Less than 20 p.	20 to 100 p.	100 to 500 p.	Over 500 p.	
Software Editors	Turnover			Less than 100M€	100 to 500M€	500 to 2000M€	Over 2000M€
Laboratories (Engineering Schools, Universities)	Status	All sizes					
Research organisations (public or private)	Staff size		Less than 20 p.	20 to 100 p.	100 to 500 p.	Over 500 p.	
Federations, Unions	Sector turnover			Less than 500 M€	500 M€ to 10000M€	Over 10000M€	
ANNUAL MEMBERSHIP FEE the basic annual membership fee (T) is fixed at 5000 € H.T.		0 T	0.2 T	0.5 T	T	2T	3T

- ▶ additional optional funding, specific to each Partner, which it commits itself to providing; this additional financing expresses the Partner's interest in the results and the benefits of the project;
- ▶ contributions in kind: these are contributions whose value has been estimated and which are related to the project's research actions². They will be covered directly by the Partners and carried out explicitly for the research programme. The project will not be invoiced for

² In the general case, the research actions of the project are assigned to a partner (or a group of partners), based on an estimate of time spent valued by him (them) and accepted by the Steering Committee and President. This assignment (order letter) includes the nature of the action, the execution time and the rate of aid allocated to Partner(s) (between 0 and 100%). The part of the research action that is unbilled by Partner(s) is a contribution in kind of Partner(s).

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them.

The contributions from Partners supplemented by the financial participation of the State will thus cover the entire output of the project.

The financing plan is annexed to the present charter

The valuation of costs in order to draw up the financing plan or make a valuation of services will be done without a margin or profit.

ARTICLE 9 MANAGEMENT OF THE PROJECT AND ROLE OF THE PROJECT LEADER

The Partners in the Charter appoint IREX as the Project Leader.

The Project Leader is tasked with the administrative and financial management of the project but not its technical and scientific leadership which will be performed by the Partners themselves.

To fulfil its role, the Project Leader will provide the following services:

- ▶ Secretariat for meetings: printing and sending out notifications and disseminating the proceedings of the General Assembly as well as those of the Steering Committee drafted by the Project Director.
- ▶ Administrative, financial and accounting management of the Project
- ▶ During each of the ordinary meetings of the General Assembly presenting a report on compliance with budgetary forecasts,
- ▶ Calls for cash participation and State subsidies,
- ▶ Negotiation and joint signing with the Chair of the General Assembly of orders, agreements or any contracts for work, supplies or services that are made between the project and one service provider or another in the framework of the programme,
- ▶ Presentation of the balance sheet relating to the operations of the previous financial year to the General Assembly for its approval during its first annual ordinary meeting,
- ▶ Monitoring the agreement signed with the DRI in particular with regard to the drawing up of invoices for payments of deposits or balances as well as compiling and sending out the necessary accompanying documents,
- ▶ Providing premises for the meetings,
- ▶ Management and maintenance of the website and the collaborative platform for digital data exchange.

The Project Leader's remuneration is fixed at 5% of the total cost of the Project.

ARTICLE 10 INTELLECTUAL PROPERTY

Article 10.1. Previous knowledge

Each Partner will remain the owner or holder of its previous knowledge. The Partners will be able to give an account of their previous knowledge if they so desire throughout the project.

Using this knowledge or communicating it to the other Partners, in whatever form, will not lead to the transfer or disposal of any right of property or use, unless there is a specific agreement to the contrary.

These provisions will also apply to knowledge acquired by the Partners within the duration of the project but outside its framework.

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Article 10.2. Results

The results obtained by the Partner will be its property and any patents derived from it will be filed under the sole name and at the costs of this Partner and at its sole initiative.

In the case where the results have been produced by two or more Partners, these common results will be the joint property of these Partners, unless there is a unanimous agreement between the Partners to the contrary.

The owning Partners will therefore be able to exercise, for the entire period during which the property right is valid, a right to use the previous knowledge implemented in order to obtain these results and that belonged to the Partners which have provided them to the extent that it is necessary for them to have this right to use previous knowledge in order to be able to take full advantage of their property right.

The General Assembly will decide whether deliverables should be public or not on the basis of their content.

Article 10.3. Inventions

Inventions that are developed in the framework of the project and which are protectable on the grounds of an industrial property right, may become the property of those who created them on condition that they draw up a contract of co-ownership in order to establish how the industrial property costs, operating charges and revenues as well as the responsibilities will be shared between the co-owning Partners. The ownership shares of the Partners will take account of the contribution of each to the production of the inventions.

Any transfer of a property right or a right to use between the Partners must be covered by a transfer agreement signed by the affected Partners.

ARTICLE 11 EXPLOITATION AND DISSEMINATION OF KNOWLEDGE**Article 11.1. Exploitation of previous knowledge**

Each Partner will have free use of its previous knowledge.

For the needs of the project, and solely for this purpose, each of the Partners will be able to use another Partner's previous knowledge without paying any financial compensation, on condition that they have expressly asked the owning Partner for the knowledge in question. Such previous knowledge must be treated as confidential information.

More specifically, when this previous knowledge consists of software, the Partner who benefits from it will only be able to use it on its own hardware and is only authorised to copy it to the extent that this is necessary in order to load, display, run, send and store the software solely for its own use in order to carry out its part of the Project, and to make a backup copy. It must not run or use the software in question in any other way; in particular it must not lend or divulge it to third parties, except with the prior permission of the Partner who owns the software.

Each of the Partners undertakes to transfer to the other Partners, when expressly requested, the licences for the previous knowledge which are necessary in order to exploit the results under normal commercial conditions for the sector of application involved.

Article 11.2. Exploitation of Results

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Each Partner undertakes to grant the other Partners a non-exclusive, non-transferable right, without the right to sublicense, and without financial compensation, to the utilization of its results for the sole ends of conducting their part of the Project. The conditions under which this right of use shall be exercised are the same as those set out in Article 11.1.

Each Partner is free to use, exploit and/or allow exploitation of the results of which it has exclusive ownership.

The Partners who are the co-owners of common results will specify the terms of their exploitation in their co-ownership agreement.

Article 11.3. Dissemination of later knowledge and of the results

The Partners will own the knowledge that is acquired during the Project. The Partners and the Project Leader undertake not to publish or communicate all or part of this knowledge without the agreement of the General Assembly.

Furthermore, when a result is communicated or published the contribution of the participating Partners must be mentioned. Statements or publications of this type should not infringe the rights of ownership and use of the other Partners, in particular by making sure that it will not interfere with any attempt to file applications for property rights, in France and/or abroad.

During the project, the Partners authorise the RGC&U to make public the list of the Partners and any result judged by the General Assembly to be worthy of dissemination.

The Partners undertake, after the termination of the project, to present publicly, in collaboration with the Administration, the final conclusions of the project, the knowledge that has been acquired which is of general interest and not likely to interfere with an attempt to file applications for property rights.

The General Assembly will ensure compliance with the usual obligations imposed on scientists to draw attention in their scientific publications to the project as the source of the data and/or the industrial issues and financial aid, if the work in question was funded by the project.

ARTICLE 12 PROMOTIONAL ACTIVITIES

As soon as the project gets under way, a website will present it and give information about its progression. There will also be a collaborative platform whose access will be restricted to Partners.

The collaborative platform will enable the Partners to exchange information amongst themselves and store all the documents, in particular the reports produced at the end of each research activity or experimentation.

In the course of the project the General Assembly may decide to present the first results at a public session. At the end of the project, one or more major deliverables will be drafted under the responsibility of the General Assembly.

ARTICLE 13 RESPONSIBILITIES

Each Partner is responsible, under the terms of ordinary law, for injury or damage of any sort caused by its facilities, equipment or instructions to the staff of another Partner, to its own staff, to a third party, or to property belonging to another Partner, to a third party or to itself.

Each Partner is responsible for the safety of its facilities. Consequently, the staff which every Partner

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seconds to a given Partner must comply with the safety precautions of which he or she is informed, as each Partner is responsible, under the terms of ordinary law, for the possible consequences of the clear failure of its staff to observe the aforementioned precautions.

Each Partner must, as appropriate, take out and keep valid the insurance contracts that are necessary to cover any damage to property or injury to persons which could occur during the course of this project.

ARTICLE 14 ADDITIONAL CLAUSES

Any modification to the Charter must have the written approval of the General Assembly.

ARTICLE 15 DEADLINE – DURATION OF THE COMMITMENT

The completion deadline for the Project is four (4) years.

The Charter will automatically lapse on the date the project is completed.

At its last meeting, the General Assembly will formulate a report which will deal with:

- the situation regarding the research programme tasks and the associated deliverables, including the promotional activities that were initially planned;
- an accounting statement for the Project;
- dissemination of the Results (conditions, targets and duration). Aspects linked to ownership of or rights over the Results in general will be dealt with if necessary;
- the appointment, if necessary, of a select committee to support activities in the transition period before the final termination of the Project.

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ARTICLE 16 WITHDRAWAL OF A PARTNER

If a Partner wishes to withdraw from the Project before the end, it must make a request to do so to the General Assembly which will establish the conditions for withdrawal.

A Partner which withdraws loses all rights with regard to the availability and dissemination of the results from the Project.

In any case, a Partner may only withdraw after paying any remaining membership fees that are due and from the action(s) in which it has taken part.

Signed in PARIS, on.....

Organisation:

On behalf of the Project

Name of signatory:

Name of the representative on the General Assembly:

The Project Leader

Name of Deputy:

Information for calculating the membership fee:

- category:
- group:

Signature:

initials

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