



NATIONAL PROJECT
for RESEARCH and DEVELOPMENT

ARSCOP

New approaches for soil investigation and geotechnical design with pressuremeter test

CHARTER

This charter is the English translation of the original document entitled "Charte du Projet National ARSCOP" 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 French National Project (NP) for research and development on "New approaches for soil investigation and geotechnical design with pressuremeter test" (hereinafter ARSCOP), which has been approved by the Directorate for Research and Innovation (hereinafter DRI) at the French Ministry of Environment (hereinafter MEEM) in the framework of the Applied research in Civil Engineering Network (hereinafter RAGC).

The full version of the Project that contains the Research programme in French language, the budget and the financing plan of the Project is annexed to the present Charter in a document entitled "Set up study for the ARSCOP National Project – New approaches for soil investigation and geotechnical design with pressuremeter test".

The aim of this Charter is to define the rights and obligations of the Project Partners and explain 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

Research Action

Part of the Research Programme formalized by an order letter. Research Programme is developed in Research Action under the responsibility of the Management Committee.

Management Committee

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

Own 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 who divulges the information has stated its confidential nature clearly and unequivocally in writing.

Order letter

Contractual document established between the Project Leader (as defined in Article 9) and an organization that performs Research Action. An Order Letter clarifies, among other things, the nature of the Research Actions, deadline, and funding allocated to the organization that performs the Research Action. An example of an Order letter is provided in Appendix.

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 work that is undertaken and the results that are anticipated in the framework of this Charter, described in the annex "Set up Study for the ARSCOP National Project - New approaches for soil investigation and geotechnical design with pressuremeter test".

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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, interim 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.

Own Results

Results generated by a Partner by his own, which means without participation of another Partner in terms of innovative or intellectual activity when executing its part of the Research Programme.

Common Results

Results generated jointly by the staff of at least two Partners. The nature of these Results make it not possible to separate the intellectual contribution of each Partners for the procurement of property rights.

ARTICLE 2 - COMMITMENT

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

They make a commitment 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 Partners make the commitment to collaborate fully and wholeheartedly and to provide all the resources that are necessary to carry through the Project, including all the information they consider to be of use to 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 Management committee of the fact.

ARTICLE 3 - PARTNERS

Any body 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

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is presented after this date will be subject to the agreement of the Management Committee which will fix the conditions, in particular with regard to finance.

ARTICLE 4 - PROGRAMME - BUDGET

The program, the budget and the financing plan for the project are annexed to this Charter in the document entitled "Set up Study for the National Project ARSCOP – New approaches for soil investigation and geotechnical design with pressuremeter test".

Throughout the Project, the programme, its budget and its financing plan may be modified by the Project Management Committee.

ARTICLE 5 - MANAGEMENT COMMITTEE

Article 5.1. Composition of the Management Committee

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

The Management Committee will be made up a representative from each of the Partners, each of which will have one vote. The Management Committee will elect a Chair during its first meeting, which will be called the Constitutive Assembly.

The Technical Directors and the Project Leader will also attend the Management Committee meetings, in an advisory capacity.

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

Article 5.2. Remit of the Management Committee

The Management Committee 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.
- ▶ define the method to validate the deliverables of the Research Actions

The Management Committee 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 Scientific and Technical Committee described in Article 6.1.

It will validate the proposals of the Scientific and Technical 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

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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 Management Committee

The first meeting of the Management Committee will be known as the Constitutive Assembly. It will bring together the Partners who were identified as "prospective Partners" in the set up study.

The Management Committee 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 Management Committee. A Partner may authorise another Partner to represent it, but no Partner or deputy may hold more than five such authorizations. The authorisation agreements must be presented at the start of the Management Committee meeting.

The Management Committee may only validly discuss and take decisions about modifying the research programme and the budgets when half of the Partners are present or represented.

A unanimous vote is sought for all decisions made by the Management Committee. 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 minutes of each meeting. These will be validated by the Chair and sent to all the Partners in one month 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 minutes, any modifications will be introduced before the next Management Committee for approval.

For operational matters, the Management Committee designates a Scientific and Technical committee as defined in article 6.1 assisted by a Board composed of: the Chairman, two technical directors, and the project leader.

In the event of the resignation or incapacity of the Chair, the Management Committee will elect a new one.

ARTICLE 6 - ORGANISATION OF THE PROJECT

Article 6.1. Scientific and Technical Committee (hereafter known as the "CST")

A Scientific and Technical Committee will coordinate and plan the project, monitor the coherence of the work that is carried. It is appointed by the Management Committee.

This Scientific and Technical Committee consists of:

- the Board defined in article 5.3,
- the managers of the Thematic Groups (see Article 6.2).

The Scientific and Technical Committee will be led by the Technical Directors 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

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- programmes approved by the Management Committee;
- organising, with the managers of the Thematic Groups, the conduct of the project's research activities;
- proposing service providers to the Management Committee 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 Management Committee on the proposals made by the Partners or external third-parties who are called upon to take part in the programme;
- 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 Management Committee 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 Board for any decision that cannot await the next Management Committee meeting, on condition it has received the latter's authorisation.

The Technical Directors will be responsible for drafting the proceedings of the Scientific and Technical Committee meeting, the proceedings will be made available to all the Partners within six weeks of the Scientific and Technical Committee meeting.

Article 6.2. Thematic Groups (TG)

The Thematic Groups will be tasked with organising, planning, conducting and monitoring the research work on the themes laid down in the Project Research Programme. The Thematic 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 Thematic Group.

Each Thematic Group will be led by a Theme Manager who is a member of the CST. 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 Thematic Group on the CST.

ARTICLE 7 - STATE PARTICIPATION

The ARSCOP national project has state support, including financial support, via the French Ministry in charge of sustainable development (MEEM). The MEEM financial commitment to the project will take the form of one or more subsidy agreements between the MEEM 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 1	Group 2	Group 3	Group 4	Group 5
Owners	Total annual investments for infrastructures		Less than 10M€	10 to 100 M€	100 to 1000M€	More than 1000M€
Construction firms	Turnover		Less than 100M€	100 to 500M€	500 to 2000M€	Over 2000M€
Manufacturers	Turnover		Less than 100M€	100 to 500M€	500 to 2000M€	Over 2000M€
Engineering companies	Turnover	Less than 2M€	2 to 20 M€	20 to 200 M€	200 to 2000 M€	Over 2000 M€
Laboratories (Engineering Schools, Universities)	Status	All sizes				
Research organisations (public or private)	Staff size	Less than 50 p.	50 to 200 p.	200 to 1000 p.	Over 1000 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.		0.2 T	0.5 T	T	2T	3T

- ▶ additional 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 Research Actions¹. They will be paid for directly by the Partners and carried out explicitly for the research programme. The project will not be invoiced for them.

¹ In the general case, a Research Action is assigned to a partner on the basis of an action sheet accepted by the partner, the CST and the President. This assignment is materialized by an Order letter which states among others the nature of the action, the deadline and the financing rate allocated to the Partner (between 0 and 100%). The part of unbilled Research Action by the Partner to the Agent (on behalf of the Project) constitute a contribution in kind of partner

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

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 Management Committee as well as those of the Scientific and Technical Committee drafted by the Technical Directors.
- ▶ Administrative, financial and accounting management of the Project
- ▶ During each of the ordinary meetings of the Management Committee presenting a report on compliance with budgetary forecasts,
- ▶ Calls for cash participation and State subsidies,
- ▶ Negotiation and joint signing with the Chair of the Management Committee 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 Management Committee for its approval during its first annual ordinary meeting,
- ▶ Monitoring the agreement signed with the MEEM 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. Own knowledge

Each Partner will remain the owner or holder of its Own 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.

Article 10.2. Results

Own results will be property of the Partner that generated them lonely, 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.

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Common Results are the joint property of Partners that generated them, unless there is a unanimous agreement between the Partners to the contrary. The co-owning Partners will sign, by a separate document, an agreement defining how sharing will be performed based on the Partners' respective contributions. Failing any agreement, the co-owning of Common results will be divided equally between the owners Partners.

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 reasonable for them to have this right to use previous knowledge in order to be able to take full advantage of their property right.

Article 10.3. Protections of Results

Partners will be free to protect the results by any appropriate property rights and in any country of their choice. Partners will decide whether all or part of Results must be protected by an appropriate intellectual property, including patent, design or model. Fee for obtaining and maintaining in force the intellectual property rights will be paid by the Partners in proportion to their share of ownership.

In the event that one of the Partners does not want either to support the fee of an application for intellectual property rights as co-owning or continue an extension in a given country, or keep in force a title IP in co-owning under the above provisions, it must inform the other partners in a timely manner so that they can, if they wish, submit the application, or continue the expansion process, with their names and their expenses. It is understood that the Partner would have withdrawn cannot claim any right of exploitation and any remuneration for the exploitation of intellectual property or results covered by these, in the country or countries concerned.

If one of the partners wants to sell its share of ownership on a intellectual property, it shall give notice to the other partners who will benefit from pre-emptive rights for a period of two (2) months from the notification. Each Partner undertakes to provide to the other Partners all information relating to any exploitation of these intellectual property rights by third party stating the name of the third party and the exploitation conditions.

ARTICLE 11 - EXPLOITATION OF KNOWLEDGE

Article 11.1. Exploitation of Own knowledge

Each Partner have free use of its Own knowledge.

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

More specifically, when this Own 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.

The granted use right in the case described above will be subject to a specific written agreement

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between the partners concerned, defining the scope of the rights granted.

Article 11.2. Exploitation of Results

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 aim 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 its Own results.

Partners have free exploitation right of Results for internal research purposes or for industrial purposes, to meet their own needs.

If Results are exploited for commercial purposes, an exploitation agreement with the co-owners Partners will be established including, where appropriate, compensation for the benefit of co-owners Partners.

ARTICLE 12 - CONFIDENTIALITY

Each of the Partners, if it is authorized to do so, transmit to the other Partners the only confidential information deemed to be necessary, by the owner partner, in pursuing of the objectives described in the Project. Nothing in the Charter can be considered as obliging one of the Partners to disclose Confidential information to another Partner, apart from those necessary for the implementation of Research Program.

The recipient Partner undertakes, during the Project and for five (5) years after its completion to an end, that the Confidential information from the owner Partner:

- Are protected and kept strictly confidential and are treated with the same degree of care and protection it grants to its own Confidential information of similar importance;
- Are disclosed internally only to members of its staff who has to know and being used by them only for the purpose defined by the Project;
- Are not used, totally or partially, for a purpose other than that defined in the Project, without the prior written consent of the owner Partner;
- Are not disclosed or may be, directly or indirectly to any third party or any person other than those mentioned in the second indent above.

The recipient Partner shall have no obligation and will not be subject to any restrictions with regard to any Confidential information which he can demonstrate:

- They have entered the public domain before their disclosure or after but in this case in the absence of any fault attributable to it;
- They are already known of it, this prior knowledge can be demonstrated by the existence of relevant documents in its files;
- They have been received from a third party authorized to disclose it lawfully, without restriction or violation of these provisions;
- The use or disclosure has been authorized in writing by the holder partner.

It is expressly agreed between the Partners that disclosure of Confidential information by the Partners among themselves may in no case be construed as conferring expressly or implied Partner recipient any rights (under a license or other average) on materials, inventions or knowledge in relation to such confidential Information. It is the same regarding any intellectual property.

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ARTICLE 13 - PUBLICATION

The Management Committee sets the rules to be respected by Partners for publication and communication of results, within the respect of intellectual property and use rights of Partners, including ensuring that they do not harm the possible deposit of industrial property in France and / or abroad.

During the project, the Partners authorise the Applied research in Civil Engineering Network to make public the list of the Partners.

The Partners undertake, after the termination of the project, to present publicly 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.

ARTICLE 14 - DISSAMINATING 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 Action.

In the course of the project the Management Committee may decide to present Results at a public session, within the limit of rules defined in article 13.

ARTICLE 15 - 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 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 16 - ADDITIONAL CLAUSES

Any modification to the Charter must have the written approval of the Management Committee acting by a two-thirds majority.

ARTICLE 17 - 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 Management Committee 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;

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- 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.

ARTICLE 18 - WITHDRAWAL OR EXCLUSION OF A PARTNER

Article 18.1. Withdrawal of a Partner

If a partner wishes to withdraw from the Project before the end, it must make the request to the Management Committee which will establish the conditions for the withdrawal, including financial aspects.

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

Article 18.2. Exclusion of a Partner

In case of failure of a Partners in the executions of its obligations, the Management Committee sends it by registered letter with return receipt, a notice of having to perform its obligations. If no reply within thirty (30) days from the date of receipt of the notice is received, the Partner is considered as insufficient.

As of that date, his rights will be suspended and no Confidential information will be communicated anymore. The Management Committee shall meet within thirty (30) days, to consider the consequences of the failure of the partner and may decide to exclude the insufficient Partner.

Article 18.3. Rights and obligations of the withdrawing or excluded Partner

The excluded or withdrawing Partner loses the benefit of the rights granted or that could be granted to him on the Own knowledge of other partner. It is also committed to negotiate a license on its Own knowledge in strict as they are necessary for the proper execution of the Research Programme. The withdrawing or excluded Partner is also held to confidentiality obligations.

Withdrawal or exclusion of a Partner does not release this Partner to fulfill its contractual obligations until the deadline of effect and shall in no way be construed as a waiver of the other Partners to exercise their rights and potential damages.

Withdrawal or exclusion take effect automatically at the date of receipt of the notification.

ARTICLE 19 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Charter is subject to French law.

In case of difficulty of interpretation, execution or validity of the Charter, the Partners shall endeavor to resolve their dispute amicably through the Scientific and Technical Committee and, failing solution, through the Management Committee.

If the Management Committee would fail to resolve the dispute within two (2) months from the referral, the dispute will be brought by the most diligent Partner towards the competent French courts.

Signed in PARIS, on.....

initials

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Organisation:

On behalf of the Project

Name of signatory:

Name of the representative on the Management Committee:

The Project Leader

Name of Deputy:

Information for calculating the membership fee:

- category:
- group:

Signature:

initials

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