

IDEAAL

In-kind contributions

Summary of task 3, work package 2

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Stretch tasks with Sabrina Lecerf and Marek Lewitowicz

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Milestones and deliverables

Work Package 2 - International Coordination and New Partners	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1 -Enlargement of membership towards academics and involvement of institutional funders												
M1: Template of collaboration agreement with academic partners		M										
M2: Report on cash, in-kind and like-kind exchange contributions for target partners						M						
D2.1: Draft collaboration agreements negotiated with academic partners												D
Task 2 -Private sponsors and banks												
D2.2: Report on strategic and legal studies for private funding												D
Task 3 -In-kind contributions												
M3: Report of the already existing contributions from the partner laboratories						M						
D2.3: Procedure of evaluation of in-kind contributions and their monitoring									D			

Stretch tasks for the extension (collaboration with Task 1)

- Signature of collaboration agreements with academic partners (task 1 extension) accounting for in-kind
- Draft and field test the in-kind model
- Draft and field test the in-kind acceptance procedure

Deliverable 2.3

- This was an early deliverable, so it was completed in the main project period
- We suggested the foundation of an in-kind monitoring group (for technical and strategic decisions) and a cost book working group (for financial decisions).
- We suggested a start date for GANIL-SPIRAL2, after which all contributions to GANIL are considered part of SPIRAL2.
- We suggested a “true cost” accounting in order not to penalise later contributions.
- We organised two international “in-kind best practice” workshops (Caen and Helsinki)

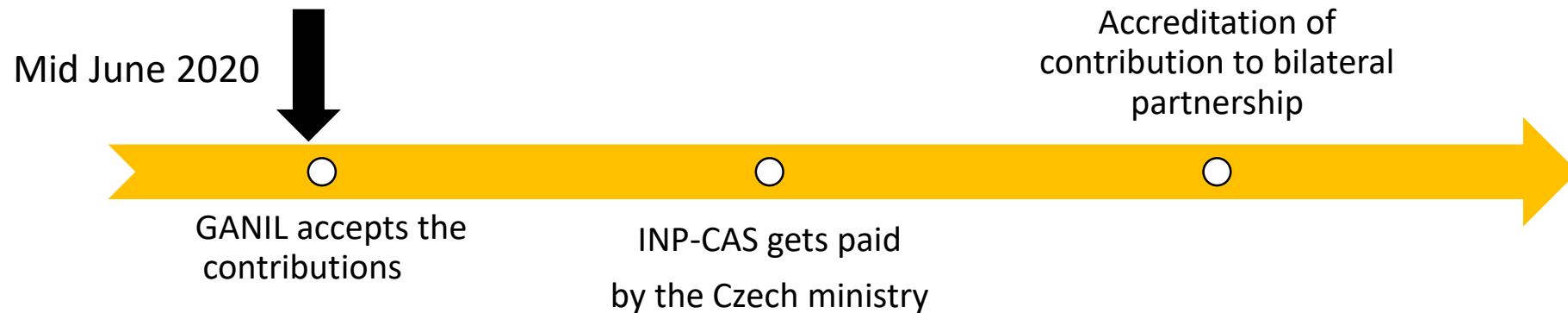
Stretch tasks (collaboration with Task 1)

- In-kind contributions were incorporated into the cooperation agreement with partners.
- The stretch task team consulted GANIL scientists and director to draft a multi-stage acceptance procedure
- The agreements and the in-kind acceptance procedure were field-tested on our Czech partners
- We drafted an intellectual property clause for GANIL-SPIRAL2 cooperations (relevant to task 4.3)

Past in-kind contributions – test case CZ

In 2016 – 2019 INP-CAS provided the

- ROBOT demonstrator
- RF (isotope production) target
- NFS irradiation chamber
- + materials and labour



Goals of the in-kind working group

A process for

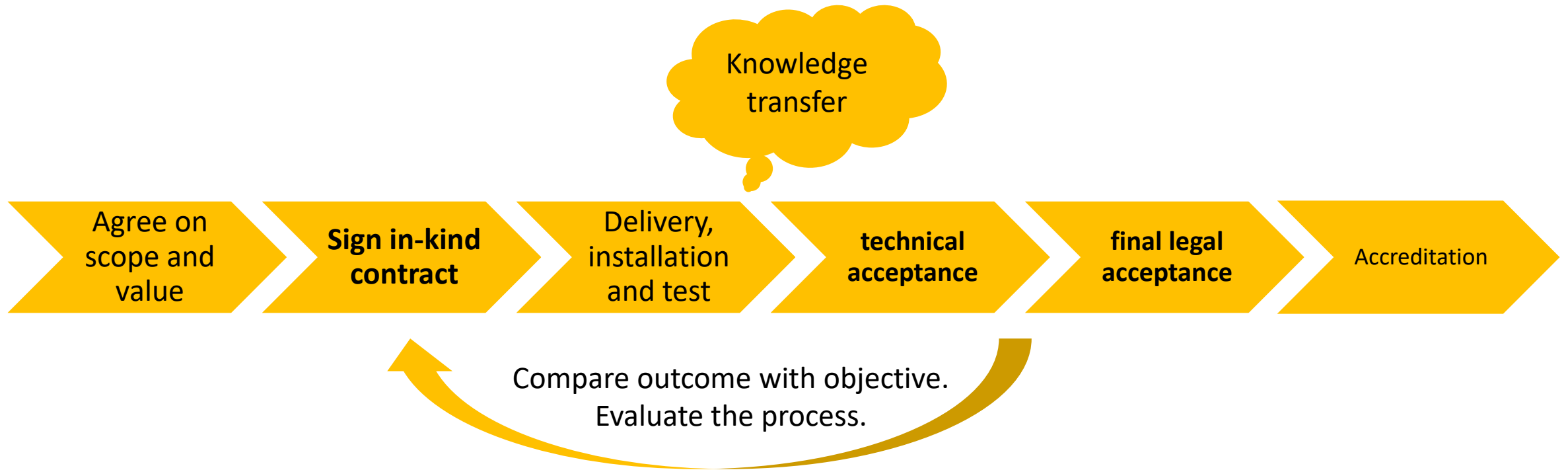
- ✓ Past in-kind contributions – test case CZ
- ✓ The three steps to acceptance
- ✓ Planned in-kind contributions – test case CZ
- ✓ Future (potential) in-kind contributions

✓ = done

- Jean-Claude Foy
- Gilles de France
- Bertrand Franel
- **Sabrina Lecerf**
- Xavier Ledoux
- **Marek Lewitowicz**
- François de Oliveira
- **Sonia Utermann**
- Héloïse Goutte

Thanks to Felix Arndt

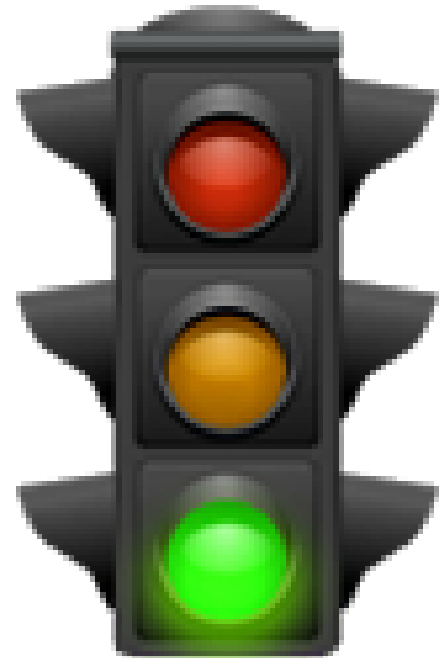
GANIL in-kind procedure



1. Quality gates and testing for future in-kind contributions

- Conceptual design review (CDR)
- Final design review (FDR)
- Release for serial production (e.g. after FAT and SAT on a prototype/first of series)
- Factory acceptance test (FAT): testing that takes place on the provider's premises, usually by the provider.
- Site acceptance tests (SATs)
 - SAT1- "delivery": this is a visual inspection that the item has arrived complete and without visible damage.
 - SAT2 – "installation": these are the pre-and post-installation tests.
 - SAT3 – "with beam": the tests of the item with beam.

For critical and expensive items, the test protocols for FAT and SAT should be agreed beforehand.



2. Technical acceptance

YES	NA	Check
		The scope of the agreement and the scope of the delivery are the same.
		All changes to scope were documented and agreed by me in advance
		All spares and consumables were delivered
		The mandatory documentation has been delivered: safety, operation, maintenance and repair, CE certification
		All agreed designs, blueprints and CAD models uploaded to an electronic document management system
		FAT was carried out
		SAT1 – “delivery” was carried out
		The contribution is installed
		SAT2 – “installation” was carried out
		SAT3 – “with beam” was carried out
		The relevant SAT protocol is complete and uploaded to an electronic document management system

The appropriate level of site acceptance testing is chosen by the scientists

To the best of my knowledge, the contribution is **COMPLETE** and **WITHOUT DEFECTS** or

The contribution is **COMPLETE** and has the **DEFECTS LISTED IN THE APPENDIX**

4. Legal acceptance: the easy case

If the delivery is COMPLETE and WITHOUT DEFECT

- Fancy letterhead
- A few nice words
- The name of the in-kind contribution, part number etc.
- The context of the contribution, for example a bilateral partnership; the period to which the contribution is to be counted.
- “The in-kind obligation [name] has been fulfilled in its entirety. The cash equivalent value of the contribution is [value], price point [year]”

Yours sincerely,

The Director

4. Legal acceptance: the tricky case

If the delivery has defects, but a legal transfer of ownership is still needed for some reason, I suggest the following formalism, a simplified version of what we use at FAIR.

- Acceptance of defective Contract Work / Contract Performance. GANIL-SPIRAL2 reserves its rights with regard to the defects (article 1792 of the French Civil Code)
- Defects determined by GANIL are ...
- Any defects determined shall be removed by the Provider *within x weeks* at the latest (period for cure). If the period for cure expires without remedy, GANIL may remedy the defect itself at the Provider's expense

Intellectual property

“The Provider will provide all rights necessary for the purpose of this contract (e.g. the rights to use, repair and modify the contribution, do research on the contribution and publish all results and the designs done by the Provider. These rights have to be provided to GANIL. GANIL is also entitled to pass the rights to somebody else (e.g. other scientists or institutes). The Provider acknowledges this is an essential part of the contribution.”

Principles: knowledge sharing, maximum impact, protecting the right of GANIL to order replacements and spares, maximizing the potential for knowledge spillover and technology transfer

A tangent: Procurement of innovation

- From March 2019 to December 2020, I (SU) was enrolled on a distance learning MBA
- Master thesis “Fostering innovation through Big Science procurement”
- Highest possible grade and accepted for publication!
- Thanks to the IDEAAL and FAIR projects for giving me the experience I drew upon

Thank you for your attention