



# Intellectual Property Rights in FP7

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# Intellectual Property (IP)

Intellectual property (IP) is a term referring to a number of distinct types of creations of the mind for which a set of exclusive rights are recognized—and the corresponding fields of law. Under intellectual property law, owners are granted certain exclusive rights to a variety of intangible assets, such as musical, literary, and artistic works; discoveries and inventions; and words, phrases, symbols, and designs. Common types of intellectual property rights include copyrights, trademarks, patents, industrial design rights and trade secrets in some jurisdictions.

# Intellectual Property (IP)

- Remember, IP might be worth much more than material assets of a company (start-ups)
- IPR gives, limited in space and time, exclusivity on your IP
- Commercial exploitation of project results very often depend on formal protection of IP to make worth the risk of investing in it
- Therefore IPR must be clarified already at the proposal submission stage stage

# Basic Definitions

## Background

- which is held by participants prior to their accession to the grant agreement (no side ground)
- which is needed for carrying out the project or for using its results
- which may be defined by the participants

## Foreground

means the 'results' of the project

# IP management

**IP can not be managed in contradiction to the GA**

## **Formal IP protection**

GA, Annex II says: **Foreground** capable of industrial or commercial application shall be **protected** by its **owner**

- Protection costs are eligible for funding (other costs)
- About € 6000,- for an initial patent filing

# IP ownership

**When more than one party jointly generated the Foreground:**

- These parties shall mutually agree on the procedures in a written Joint Ownership Agreement
- If there is no agreement, there is a default regime
- Where intention to transfer ownership of foreground to third party established in third country not associated to the FP7 = **Commission may object to transfers or exclusive licenses** (for ethical, competitiveness or security reasons).

# Mandatory Access Rights

	Access rights to background	Access rights to foreground	Timing (to request access rights)
For implementing the project	Yes, if <b>needed</b> to carry out work under the project		Until the end of the project
	Royalty-free, <b>unless otherwise agreed before</b> the accession to the GA	Royalty free	
For use purpose (exploitation and further research)	Yes, if a participant <b>needs</b> them for using its own foreground		Until 1 year (unless otherwise agreed) after the end of the project or the termination of the participant concerned
	Either royalty-free, or on fair and reasonable conditions <b>to be agreed</b>		

# IP Management- some hints

- Show that you understand the importance of IP
  - Mention if you have experience in IP protection
- IPR shall be handled in the **mutual interest of all parties**; details will be laid down in writing in the CA (which will be based on the Desca)
- All parties shall give **access** to the consortium to their relevant **Background** if needed
  - Background to be explicitly defined if possible already in the proposal
  - free for project implementation, fair and reasonable conditions for exploitation to be negotiated in good faith
- Encourage **creation and protection of IP**
  - Coordinated and supervised by the relevant consortium body in regular meetings (schedule?)
- **Access rights to Foreground** shall be granted to allow a maximum impact on **commercialisation** of Foreground
  - **Conditions** shall be negotiated in **good faith** between the concerned parties in **mutual agreement**
  - In case of joint ownership, these agreements shall make sure that **Academic partners** shall be compensated reasonably according to their contribution



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Thank you for your attention !

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