

## How to manage IP in FP7 during the proposal stage

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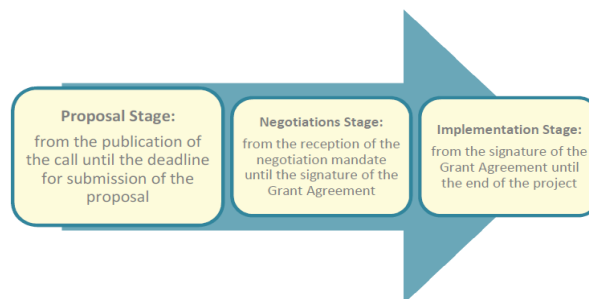
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### Introduction

Considering Intellectual Property (IP) matters at the proposal stage is essential not only for a successful proposal, but also for making the most of the project’s results.

In fact, at this stage applicants are asked to outline their strategy for the management of IP, since generally one of the mandatory parts to be included in the proposal text (usually in “Part B”), is the description of the measures proposed for the dissemination and/or exploitation of the project’s results, as well as the plan for the management of IP acquired in the course of the project. Having clear ideas and plans meaningful for the concrete project will therefore assist applicants obtaining a successful outcome at the proposal, but will also have an impact in the way IP may be exploited during and after the end of the project.

Thus, this document aims to identify some of the IP related issues that applicants should consider at the proposal stage and could include in the text of their proposal in order to contribute to its success.





## 1. The call for proposal: check all documents and be aware of the IP rules

FP7 was adopted by the European Union (EU) with clear objectives, in particular to strengthen industrial competitiveness and to meet the research needs of other EU policies.<sup>1</sup> It is therefore natural that the EU shaped this funding programme with regulations, some concerning IP, aimed at better achieving those goals. For instance, and among other obligations, participants in FP7 must use and disseminate the foreground. Such an obligation is only understandable since the budget of this funding source comes from the taxpayers, and therefore should ensure that projects have an impact in the scientific and technological foundations of the EU and in this way contribute to strengthen competitiveness.

Hence, before start drafting the proposal, applicants should take the time to read all the documents concerning the call of proposal and be familiar with the specific IP rules related to the programme in question. It is of particular importance in terms of IP to consider the following documents:

- the Rules for Participation<sup>2</sup>, for the general legal framework;
- the Model Grant Agreement<sup>3</sup> concerning the concrete programme (by reading this document, in particular annex II, applicants may anticipate the specific IP rules they would have to comply with in case the proposal would be accepted);
- the call fiche (to verify whether there is any special clause to be included in the Model Grant Agreement related to IP);
- the Guides for Applicants applicable to the specific call which may help to identify the concrete evaluation criteria that may require the consideration of IP related matters;
- *Guide to Intellectual Property Rules for FP7 Projects*, which explains important aspects that participants may encounter when they are preparing and participating in a FP7 project.

## 2. Identifying the IP that each applicant is potentially bringing to the project

In the proposal applicants are expected to explain the concept and goals they intend to achieve within the project, in close relation with the topics addressed by the calls and objectives of the related work programme. Consequently, they describe their ideas for the research they intend to carry out and generally also present in detail the work plan they will follow during the project's implementation.

For this purpose, applicants need to know what they will bring to the project and what they need from the other applicants involved in the project. This means that they should be able to identify the tangible and intangible assets (i.e. information, knowledge, methods and/or Intellectual property rights (IPR)) likely to be needed for the implementation of the project (i.e. the background) and/or for the use of the expected foreground. IPR intended to be excluded from the project should also be identified.

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<sup>1</sup> Decision No 1982/2006/EC of 18 December 18 concerning the Seventh Framework Programme of the European Community for research, technological development and demonstration activities

<sup>2</sup> <http://eur-lex.europa.eu/JOHtml.do?uri=OJ:L:2006:391:SOM:EN:HTML>

<sup>3</sup> [http://cordis.europa.eu/fp7/calls-grant-agreement\\_en.html#standard\\_ga](http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#standard_ga)



#### How can I identify my own IP?

- 1<sup>st</sup>: list the components you are likely to bring to the project (e.g. scientific study, method, material...) and the potential IPR attached to them (e.g. patent, copyright...);
- 2<sup>nd</sup>: verify who owns them (if there is something that may affect the other participants this should be dealt with and the other participants informed);
- 3<sup>rd</sup>: ask for authorization to use them in case there are third parties' rights;
- 4<sup>th</sup>: depending on the IPR, consider registering the right or lodging a file with its description with a registered lawyer, notary or national authority.

### 3. Tackling confidentiality issues and potential contractual arrangements

The preparation and submission of a proposal usually requires meetings and exchange of information among the project's partners. At this point, among other issues, applicants should define the work packages and describe the research idea, which may result in the disclosure of valuable information.

To avoid any eventual misappropriation and use of such information which could undermine its value it is therefore advisable to conclude a non-disclosure agreement or NDA (also known as confidentiality agreement) before entering in negotiations for the submission of the proposal. This agreement establishes the conditions under which partners disclose information in confidence.

#### Checklist: NDA

- ✓ Identification of the parties
- ✓ Indicate the intentions of the parties in order to explain the context of the agreement
- ✓ Identify the call and the name/acronym of the project
- ✓ Clarify what should be considered as confidential information (e.g. all information or just information marked as "confidential")
- ✓ Define very precisely the permitted purpose of the disclosure in order to restrict the use of the information
- ✓ Consider the need to disclose the confidential information to employees
- ✓ List the obligations of the party receiving the information
- ✓ List any information considered as excluded
- ✓ Determine the entry into force of the NDA
- ✓ Determine the period of time of the confidentiality obligation (e.g. 3, 5 or 10 years)
- ✓ Determine applicable law and jurisdiction

As any other agreement, each NDA must be adapted to the circumstances of each project and reviewed by a legal professional.

Confidentiality obligations may also be included in a Memorandum of Understanding (MoU). This agreement defines the framework of the negotiations between applicants and is generally concluded in the very beginning of the negotiations for submitting a proposal.

The following checklist includes some of the issues that applicants may address in a MoU concluded for the purpose of submitting a proposal within FP7. Again, it will have to be customised based on the circumstance of each project and should be reviewed by a legal professional.

#### Checklist: Memorandum of Understanding

- ✓ Identification of the parties
- ✓ Indicate the intentions of the parties in order to explain the context of the agreement
- ✓ Identify the call and the name/acronym of the project
- ✓ Indicate the purpose of the agreement (e.g. the joint development of a proposal to be submitted until a given date)
- ✓ Define the obligations of the parties, in particular in terms of commitment to the consortium and exclusivity
- ✓ Identify the coordinator of the project and define its obligations
- ✓ Clarify that each party will cover its own costs for the preparation of the proposal
- ✓ Consider including a non-disclosure agreement
- ✓ Determine the entry into force of the MoU
- ✓ Determine the duration/termination of the MoU (e.g. twelve months or until the date of the deadline for submitting the proposal)
- ✓ Determine applicable law and jurisdiction
- ✓ Consider including as an annex a draft of the consortium agreement or at least relevant principles to be negotiated at a later stage

As any other agreement, each MoU must be adapted to the circumstances of each project and reviewed by a legal professional.

#### 4. Considering third parties' rights

Applicants should also consider IPR held by third parties. On the one hand, it is important to analyse whether the exploitation of the potential foreground would infringe third parties' rights, in particular patents. The reason for this assessment is due to the fact that patents are rights that only provide its owner with the right to exclude others from using the patented invention, but not with the right to commercially exploit it. Thus, commercialisation may result in the infringement of a third party's patent. Not considering this issue may hamper the future exploitation of foreground and/or increase the costs of

the project, since it would be necessary to conclude licensing agreements with third parties for using their patented technology.

On the other hand, applicants should be aware of technologies and IPR belonging to third parties eventually necessary for the implementation of the project. If this is the case, applicants should be prepared to demonstrate in the proposal their strategy for obtaining the necessary licenses.

Thus, applicants should consider performing freedom to operate searches, which allow them to identify potential relevant patents for their project and assess whether their project would infringe patents held by others. Similar arrangements should also be considered for other IPR.

## 5. Assessing the state of the art

Based on the criteria set out in the Rules for Participation, the excellence of the project is one of the principles under which the rules for the submission, evaluation and selection of proposals in relation to FP7 rest.<sup>4</sup> The proposals must therefore demonstrate a high scientific/technological quality of the project in most of the calls, that is, how innovative the project is.

A good way of showing the innovative character of the project is to specify in the proposal the current state of the art, with the purpose of further explaining how the expected outcomes of the project go beyond it. The results of a bibliographic search, including both scientific literature and patent databases, are generally the best tools to demonstrate the current state of the art.

Patent searches may be performed for free using Espacenet<sup>5</sup>, but it is advisable to have some assistance for example of national patent offices, PATLIB centres or private specialists.

## 6. Project's name and acronym

Applicants should select a project name and acronym already at the proposal stage. To avoid any trade mark infringement it is generally advisable to be careful not to choose a word which is similar to a registered trade mark owned by a third party for goods and services in the same area of business.

Trade mark searches could be performed for free using OHIM databases (TM View<sup>6</sup> or CTM Online<sup>7</sup>), WIPO databases (ROMARIN<sup>8</sup>) or any national database and assistance may be requested to national trade mark offices or private specialists.

## 7. Strategy for the dissemination and exploitation of project results

In several programmes, proposals are evaluated in terms of the potential project's impact through the development, dissemination and use of the results. It is therefore essential to show the appropriateness of the measures envisaged for the dissemination and/or exploitation of project's foreground and

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<sup>4</sup> Commission decision of 28 February 2011 amending Decision C(2008) 4617 related to the rules for proposals submission, evaluation, selection and award procedures for indirect actions under FP7

<sup>5</sup> <http://www.epo.org/searching/free/espacenet.html>

<sup>6</sup> <http://oami.europa.eu/ows/rw/pages/QPLUS/databases/searchEU.en.do>

<sup>7</sup> <http://oami.europa.eu/ows/rw/pages/QPLUS/databases/searchCTM.en.do>

<sup>8</sup> <http://www.wipo.int/madrid/en/romarin/>

management of IP. This is generally regarded as a preliminary Plan for the Use and Dissemination of the Foreground (PUDF) and included in “Part B” of the proposal.

Given the relevance of this part of the proposal in the evaluation, it is highly advisable to start drafting it in advance and carefully.

In this context, applicants could include to the proposal the following:

- a) **How will foreground be protected?** Applicants should describe how they will organise the protection of foreground. In this context, they may outline how results will be identified (perhaps by allocating some staff member to be an IPR manager, through the use of laboratory notebooks...), reported, protected from early disclosure, the possible IPR that may arise within the project and how to better protect them (perhaps by making use of internal and or external IPR specialists, for instance);
- b) **How will background and foreground be organized and managed?** It is relevant to include a clear and adequate description of how applicants will organise ownership and access rights of IPR between them (in terms of background and foreground), including the economic conditions;
- c) **How will joint ownership be treated?** Joint ownership could be considered, particularly in SMEs actions. Applicants may mention that in a case of jointly owned results, they have the intention to reach an agreement for the effective management of such results with details, for example, on shares, exploitation and licensing to third parties;
- d) **How will the use and dissemination of results be implemented?** Depending on the project, applicants may address who is the intended target for dissemination, the routes for communications (websites, scientific articles...) and how these routes will help them obtaining the maximum impact possible. The plans for use of foreground should also be described;
- e) **Which confidentiality measures have been and will be taken?** Clear and adequate description of confidentiality issues and third parties’ rights (considering the measures already taken at the proposal stage and the ones intended for the next stages of the project) as outlined above, could be included in this part of the proposal.

## Useful Resources

For the preparation of this factsheet, the European IPR Helpdesk had in consideration the “*Guide to Intellectual Property Rules for FP7 Projects*” prepared by the European Commission, as well as the “*Strategic Guide to Successful Use and Dissemination of the Results of Research and Development Projects*”.

For further information on the topic please also see:

- “*Introduction to IP Rules in FP7 Projects*”: <http://www.iprhelpdesk.eu/sites/default/files/relateddocuments/Factsheet%20IP%20rules%20FP7%20June%202011.pdf>
- “*Guide to Intellectual Property Rules for FP7 Projects*”: [ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf)
- “*Strategic Guide to Successful Use and Dissemination of the Results of Research and Development Projects*”: [http://ec.europa.eu/research/sme-techweb/pdf/use\\_diffuse.pdf#view=fit&pagemode=none](http://ec.europa.eu/research/sme-techweb/pdf/use_diffuse.pdf#view=fit&pagemode=none)
- “*Non-Disclosure Agreements*”: <http://www.ipo.gov.uk/nda.pdf>.
- “*IPCA Template – Non Disclosure Agreement*”: [http://www.digitaleurope.org/index.php?id=32&id\\_article=163](http://www.digitaleurope.org/index.php?id=32&id_article=163)

- “IPCA Template – MoU”: [http://www.digitaleurope.org/index.php?id=32&id\\_article=163](http://www.digitaleurope.org/index.php?id=32&id_article=163)
- Template of MoU available at NCP Wallonie: <http://www.ncpwallonie.be/ncp/ressources/propriete-intellectuelle-1/ModeleMOU.pdf/view?searchterm=memorandum%20of%20understanding>
- “Launching a new product: freedom to operate”:  
[http://www.wipo.int/sme/en/documents/wipo\\_magazine/9\\_2005.pdf](http://www.wipo.int/sme/en/documents/wipo_magazine/9_2005.pdf)

### GET IN TOUCH



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The European IPR Helpdesk aims at raising awareness of Intellectual Property (IP) and Intellectual Property Rights (IPR) by providing information, direct advice and training on IP and IPR matters to current and potential participants of EU funded projects focusing on RTD and CIP. In addition, the European IPR Helpdesk provides IP support to EU SMEs negotiating or concluding transnational partnership agreements, especially through the Enterprise Europe Network. All services provided are free of charge.

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**Newsletter & Bulletin:** Keep track of the latest news on IP and read expert articles and case studies by subscribing to our email newsletter and Bulletin.

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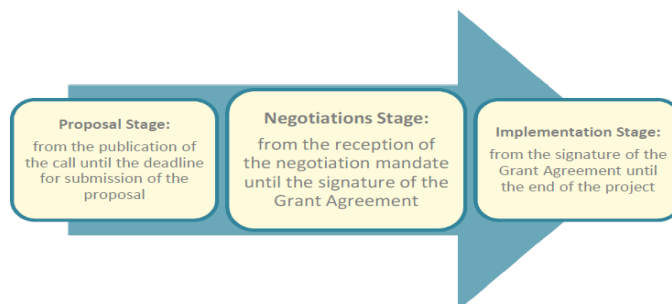
## How to manage IP in FP7 during the negotiations stage

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### Introduction

In term of Intellectual Property Rights (IPR) issues, the negotiation stage is extremely important since it gives you the last opportunity to **fine-tune** the details outlined in *part B* of your **project proposal**<sup>1</sup>. It is important to bear in mind that the well planned management of IP issues is essential to succeed in the negotiation with the European Commission (EC).



<sup>1</sup> See factsheet ‘How to manage IP in FP7 during the proposal stage’



After the evaluation of the proposal is completed, and the project selected for funding by the EC, the Project Coordinator is invited to start the project **negotiations** with the EC with the purpose to conclude a Grant Agreement. He will then receive a *Negotiation Mandate* from the EC that indicates the maximum EC contribution the project will receive, the name of the EC project officer(s), and all of the comments made by the review panel within the *Evaluation Summary Report* (ESR), concerning possible clarifications and changes in the proposed project.

Most certainly, during the negotiation you will be asked to provide more details on how you intend to implement your project and conclude important agreements that will shape your project and partnership.

The aim of the present factsheet is thus to give guidance on the IP issues you need to consider during the negotiations phase, which are encompassed in two main agreements needed to be concluded in order to successfully obtain the EU funding for your project.

Such documents are:

DOCUMENT	SIGNATURE	PARTIES	CONTENT
<b>Grant agreement</b>	End of negotiations Phase	Beneficiaries & the European Commission	Establishes the rights and obligations of beneficiaries with regard to the EU  <i>IP rules are not negotiable</i>
<b>Consortium agreement</b>	During negotiations phase	Project Coordinator & Other Beneficiaries	Sets out the legal basis for the internal relationship and responsibilities among beneficiaries  <i>IP rules need to be agreed upon by partners</i>

## 1. Content and purpose of the negotiations

The overall purpose of the negotiations is to agree on the scientific-technical details of the project and to collect financial and legal information needed for drafting the **Grant Agreement** (GA). Before beginning the negotiations, applicants are invited to read again the Model GA and its Annexes<sup>2</sup>. Indeed this is of help to understand the different IP-related issues that are going to be negotiated, and most important, because prior to the first negotiation contact the consortium must have completed the first draft of the *Annex I* and any appendices.

At the end of negotiations when all the information is gathered and accepted by the EC, the GA is drafted and sent to the Project Coordinator for signature.

<sup>2</sup> Participants should be extremely familiar with GA and its Annexes. Therefore it is advisable their thorough reading during the proposal stage and before the negotiation.

The core text of the GA establishes various conditions specific for the project, such as the list of participants, its starting date and duration, and the maximum EC contribution. The GA is furthermore divided in Annexes, which differ according to the program and funding scheme. Commonly, the main Annexes with relevance for IP are the following:

- **Annex I - Description of Work (DoW) (made by the Project Coordinator) and Plan for Use and Dissemination of the Foreground (PUDF);**
- **Annex II - General conditions applying to FP7 projects, including the management of Intellectual Property Rights;**
- **Annex III - Conditions specific to each FP7 programme.**

During the negotiations phase you will discuss the content of *Annex I*. Concerning IP matters, an agreement must be reached with the EC upon the **final DoW** including the **PUDF**. Thereafter, you will have an opportunity to revise your plan for the management of the IPR that will generate from the implementation of your project. However, you are asked to prepare your strategy already in the proposal stage, so that you must be ready to **negotiate** your plan prior to the first contact with the EC<sup>3</sup>.

*Annex II* is relevant in terms of IP too since it deals with issues related to ownership, transfer, protection, use and dissemination of the IPR which are generated previously of the project ("*background*") and those generated during the execution of the project ("*foreground*"). However, for certain types of FP7 projects, such as research actions for SMEs or for SME associations and Marie Curie Actions, more specific IPR provisions may be found in Annex III. Yet, what needs to be highlighted is that **Annex II and III are non-negotiable** with the EC since they give account to the rules on use and dissemination of the IPR applicable to *any* FP7 project.

Besides, before the signature of the GA, the EC requires the consortium to prepare and sign a **Consortium Agreement (CA)**, which is mandatory for the entirety of the FP7 projects, unless is differently specified in the call for proposal. Yet, in this case the EC is not a party to this agreement and most important it does not check its contents. Since the CA is an internal agreement setting out the management guidelines for the consortium partners, you will not need to agree upon the provisions provided therein with the EC.

To sum up, whereas the GA defines the rights and obligations related to the project, between beneficiaries and the EC, the CA deals with the rights and obligations **between the beneficiaries themselves**, with regard to the execution of the project, specifically those related to the **internal management of IP**. The CA is thus *complementary* to the IP provisions contained in the GA and *preliminary* to its final signature, and IP provisions that are not included therein will fall back to the common regime provided in the GA (some examples are shown later in the document). This is the reason why **it is important that your consortium give the highest possible priority to completing the internal CA**.

## 2. Consortium Agreement

The CA is thus envisaged as the instrument to develop and supplement aspects that are specific to your project and that are not fully covered in the GA, in particular issues related to the future use and dissemination of the foreground by all the project partners. But even though the CA has the characteristic to regulate internal issues between project partners, it nevertheless finds its boundaries in the GA, not being allowed to contradict or negate the provisions therein provided.

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<sup>3</sup> For a thorough explanation of the PUDF see factsheet 'How to manage IP in FP7 during the proposal stage'

As explained in an earlier factsheet<sup>4</sup>, you could previously foresee the content of the CA within the *Memorandum of Understanding* (MoU), another agreement that should be concluded between **participants** at the beginning of the proposal stage.

Although not exhaustive, the checklist below shows the essential points to be discussed for drafting a CA.

### CA checklist

- ✓ *Internal organisation and management of the consortium:*
  - Technical contribution of each party
  - Technical resources made available
  - Production schedule for inter-related tasks and for planning purposes
  - Expected contribution, maximum effort expected
  - Committees – establishment, composition, role and nature, coordination
- ✓ *IP arrangements:*
  - **Confidentiality**
  - **Pre-existing IP**
  - **Use of IP generated parallel to the project**
  - **Ownership / joint ownership of results**
  - **Legal protection of results**
  - **Commercial exploitation of results and any necessary access rights**
- ✓ *Settlement of internal disputes, pertaining to the CA:*
  - Penalties for non-compliance with obligations under the agreement
  - Applicable law and the settlement of disputes
  - What to do if all the contractors do not sign the EC contract

### 3. IP arrangements within the Consortium Agreement

Indeed, a comprehensive and well drafted CA will cover the management of all the main IP issues, taking into consideration the specificities of the project and participants in question.

As far as IPR are concerned, a proper CA is requested to cover issues related to dissemination, use and access rights, additional to the commitments under Annex II (and in some projects Annex III) of the GA.

The basic principle to follow when drafting these IP provisions is to provide a flexible and efficient mechanism to support the co-operation between partners, to guarantee protection and maximum use of foreground as well as to ensure immediate dissemination thereof. A good practice would also entail the shaping of post-project provisions in view of the foreground exploitation after the project end, especially aimed to define the management of those IPR which remain in force after the conclusion of the project.

<sup>4</sup> For a better understanding of the MoU see factsheet 'How to manage IP in FP7 during the proposal stage'

### 3.1. Confidentiality

Giving effect to an R&D project normally requires exchange of information and ideas which may result in an essential part of the foreground elements. Thereafter, you should firstly consider introducing within your CA clauses determining the confidentiality obligations and limits thereof. Such clauses would regulate what information is deemed to be confidential, the procedures agreed upon for the transfer of confidentiality, to whom the confidential information may be divulged and under which conditions, and the time-lapse during which the confidentiality obligations will be in force, including those surviving the duration of the CA.

### 3.2. Background

The implementation of a research or innovation project may require the use of pre-existing IP, also called **background**<sup>5</sup>, hold by one of the participants, resulting from work carried out prior to the agreement. Participants are of course responsible for ensuring the ownership of their background along with the right to grant access to it.

The definition contained in the FP7 Rule for Participation further specifies that background relates to ‘**information relevant to the project** which are *needed* to implement the project or *needed* to use the foreground generated’. Accordingly, it is advisable to agree on the “**need to**” requirement, essential to assess the *need* of other consortium partners to access the background for the project implementation and for the use of the foreground.

Within the CA thus, you should firstly create a positive and/or negative list where envisaging the background to be brought to the project by participants, as well as their wish to exclude access to some specific elements of their background. In order to ensure that the proper implementation of the project would not be hampered by any exclusion, you should however ensure that access to background needed for the purpose of the project be always available to other partners.

Other conditions or limitations on such an access rights might also be included in the CA. A register of background as well as provisions on the ownership of the improvements of the latter and possible royalties to be applied (where allowed by the GA, because it is normally royalty free), are highly recommended to be included.

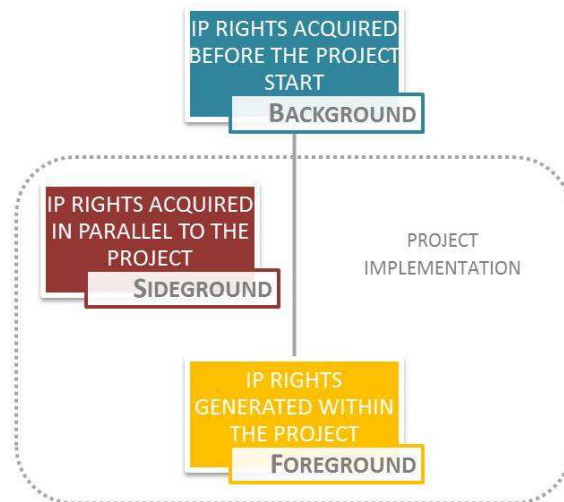
However, it must be noted that particularly in connection with access right to background for the implementation of the project, decisions must be made before the GA, otherwise common rules therein provided will apply.

### 3.3. Sideground

It is very important to also consider that one of the partners may develop or acquire IP *in parallel* to the project work. This is called **sideground** which, contrary to the background, is an intangible generated over the course of the project but not related to it. It can be useful to clearly define in the CA access rights to sideground and its proper management for the project implementation purpose, in order to avoid any potential conflict.

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<sup>5</sup> See factsheet ‘Introduction to IP rules in FP7 Projects’



### 3.4. Ownership, Legal Protection, Use and Dissemination of the Foreground

As far as **foreground**<sup>6</sup> is concerned, this is owned by the participant that carries out the work from which it resulted.

#### 3.4.1. Joint ownership

However, such work might have been executed jointly with other partners in a way that the respective shares cannot be ascertained. This is the case of **joint ownership**. Should this occur, the joint owners should establish a joint ownership agreement within six months or a time limit agreed upon from the accomplishment of the result, whereby regulating the allocation and terms of exercise of that joint ownership. It should be born in mind that if no agreement is reached, the general GA provisions will apply.

The CA is a one-size-fits-all instrument that partners might choose to conclusively deal with joint ownership, although separate **joint ownership agreements** could be more appropriate to respond to each specific joint ownership situation.

Issues that can be determined within the CA, and on which joint owners are called to agree upon are:

- *some form of territorial division for registering the invention,*
- *some form of division of market for the commercial exploitation,*
- *the setting up of a regime for the protection,*
- *the setting up of a regime for use (e.g. limits and profit sharing)*

#### 3.4.2. Legal protection

The CA should also contain provisions regarding the protection of the foreground that is capable of industrial or commercial exploitation. For example it may be useful stipulate an **option clause**, which takes into account the legitimate interests of other partners in the event that the designated owner of the result waives its option to start registration proceeding within the period stipulated in the contract.

<sup>6</sup> See factsheet 'Introduction to IP rules in FP7 Projects'

Provisions on how to deal with future patent applications and non-disclosure of information could also be integrated within the legal protection part.

### 3.4.3. Use

If you are participating in a collaborative R&D project funded by the EC you are required to use the results you own or ensure that they are commercially exploited or used for further research activity. The CA then should set out provisions in respect of this obligation. 'Use' might take the form of **direct utilisation**, when the foreground owners intend to industrially or commercially exploit the results in personal activities, or **indirect utilisation**, when a transfer of the foreground is decided upon and other project partners or third parties exploit the project results, for example, through licences. In the latter case the obligation to use the foreground is passed on the assignees.

Furthermore, 'Use' comprises the utilisation of foreground in research activities too, which are not part of the project. This utilisation outside of any commercial exploitation is crucial for academic beneficiaries.

### 3.4.4. Dissemination

Within the CA your consortium should also foresee the conditions for dissemination of the foreground. You must ensure that it is disseminated as **swiftly** as possible meanwhile having due regard the other partners' interests, such as **IP rights** and **confidentiality**. It is advisable then to include in the CA provision for conditions for dissemination, whereby other partners will be aware of the procedures to follow before disclosing any information about the project. In case of publications, for instance, the CA can be a good instrument where including and specifying pragmatic rules regarding the announcement of planned **publications/presentations**. For example, any planned publication shall be notified to the other partners, at least 45 days in advance and the right to object normally expires after 30 days from the notification.

Beneficiaries may modify such provisions contained in the GA and convene within the CA other rules and procedure to follow where it comes to disseminate projects' results: i.e. how to recognise a detrimental publication, how disagreements are dealt with, votes, the management of the notification/objection process, etc.

### 3.4.5. Transfers of ownership

Within your CA you might also want to regulate the eventuality of any **permanent assignment of the ownership of project results**. This is generally allowed, as long as the obligations regarding that foreground are passed on to the transferee. This means that the assignor must conclude appropriate arrangements to ensure that its contractual obligations with respect to dissemination, use, and the granting of access rights are passed onto the new owner (as well as by the latter to any subsequent assignee).

Furthermore, prior notice about the intention to transfer the foreground must be given to the other project partners together with sufficient information concerning the future owner so as to permit them to exercise their access rights. Objections may only be raised if such transfer would adversely affect project partner's access rights. If such an effect is demonstrated, the intended transfer will not take place until an arrangement has been reached (the mere fact that the foreground concerned would be transferred to a competitor is not in itself a valid reason for an objection).

## 3.5. Access Rights

Given that FP7 projects are based on collaboration between participants, matters related to access rights are of utmost importance and should be duly addressed in the CA. Access rights are **licences** and **user**

**rights** to foreground, background or sideground given by the owners to other parties (project participants or third parties). The CA is a useful tool to clarify, complete and implement the provisions contained in the Rules for Participation and the GA on this regard. Generally the CA may:

- determine the procedure regarding the **written request for access rights** and attach thereto the acceptance of conditions regarding confidentiality and use for the intended purpose;
- set out a procedure regarding the possible **waiving of access rights** by written confirmation;
- set out whether access rights confer the entitlement to **grant sub-licences** (in principle access rights are granted without the right to sub-licence);
- provide for **more favourable access rights** than those foreseen in the GA, whether concerning scope (e.g. including sideground) or concerning entities entitled to request access rights (e.g. affiliates).

As outlined above, in terms of IPR provisions alone, the CA is an important agreement. It is then good practice to take the time to go through this document thoroughly, to make sure that it meet the needs of your company and be suitable for an efficient implementation of the project.

**A CA may take different legal forms.** The choice of the **most suitable form** should be carefully made in accordance with **the needs of your consortium**. To this end, it is highly advisable to **read in advance different Model Consortium Agreements** and **mainly to seek professional advice from an IP legal counsel**.

## Useful Resources

For the preparation of this factsheet, the European IPR Helpdesk had in consideration the “*Guide to Intellectual Property Rules for FP7 Projects*” prepared by the European Commission, as well as the “*Strategic Guide to Successful Use and Dissemination of the Results of Research and Development Projects*”.

Sources of Model Consortium Agreement:

**DESCA** (*The Simplified FP7 Model Consortium Agreement*) – <http://www.desca-fp7.eu/>

**EUCAR** (*European Council for Automotive R&D*) – <http://www.eucar.be/>

**ADS** (*Aerospace and Defence Industries Association of Europe*) – <http://www.asd-europe.org>

**EICTA** (*Digital Europe*) – <http://www.eicta.org>

Additional model consortium agreements can be found at:

[http://www.dius.gov.uk/innovation/business\\_support/lambert\\_agreements](http://www.dius.gov.uk/innovation/business_support/lambert_agreements)

For further information on the topic please also see:

- *Negotiation guidance notes:* [ftp://ftp.cordis.europa.eu/pub/fp7/docs/negotiation\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/negotiation_en.pdf)
- *Checklist for a Consortium Agreement for FP7 projects:*  
[ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-consortium-agreement-checklist-2011v2\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-consortium-agreement-checklist-2011v2_en.pdf)
- *Standard Model Grant Agreement:* [http://cordis.europa.eu/fp7/calls-grant-agreement\\_en.html#standard\\_ga](http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#standard_ga)
- *Rules for the Participation in FP7 projects:*  
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:391:0001:0018:EN:PDF>
- *Guide to IP Rules for FP7:* [ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf)
- *Strategic Guide to Successful Use and Dissemination of the Results of Research and Development Projects:* [http://ec.europa.eu/research/sme-techweb/pdf/use\\_diffuse.pdf#view=fit&pagemode=none](http://ec.europa.eu/research/sme-techweb/pdf/use_diffuse.pdf#view=fit&pagemode=none)

## GET IN TOUCH



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## ABOUT THE EUROPEAN IPR HELPDESK

The European IPR Helpdesk aims at raising awareness of Intellectual Property (IP) and Intellectual Property Rights (IPR) by providing information, direct advice and training on IP and IPR matters to current and potential participants of EU funded projects focusing on RTD and CIP. In addition, the European IPR Helpdesk provides IP support to EU SMEs negotiating or concluding transnational partnership agreements, especially through the Enterprise Europe Network. All services provided are free of charge.

**Helpline:** The Helpline service answers your IP queries within three working days. Please contact us via registration on our website ([www.iprhelpdesk.eu](http://www.iprhelpdesk.eu)), phone or fax.

**Website:** On our website you can find extensive information and helpful documents on different aspects of IPR and IP management, especially with regard to specific IP questions in the context of EU funded programmes.

**Newsletter & Bulletin:** Keep track of the latest news on IP and read expert articles and case studies by subscribing to our email newsletter and Bulletin.

**Training:** We have designed a training catalogue consisting of nine different modules. If you are interested in planning a session with us, simply send us an email.

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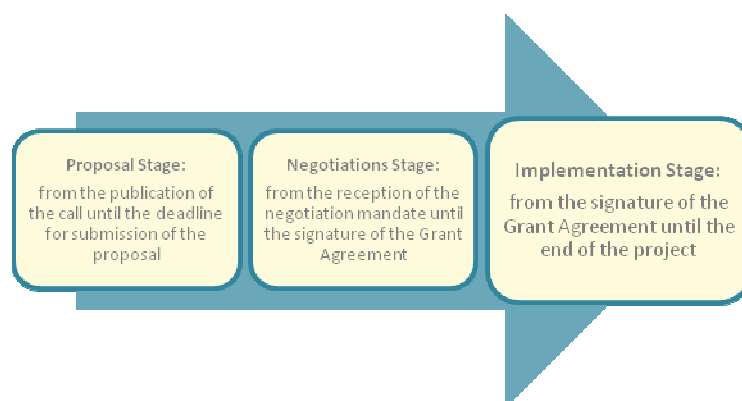
## How to manage IP in FP7 during and after the project

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### Introduction

You have succeeded in the negotiations with the European Commission (EC) and finally signed the Grant Agreement (GA). It is now time to start working for the **implementation** of the project for which you will receive funding from the EU.



In terms of Intellectual Property (IP), the implementation stage assumes particular importance as the **use** and **dissemination** of projects results (*'foreground'*) is a **key objective** of any FP7 project. Therefore you should plan the management, use and dissemination of the foreground as early as possible. As will be further explained in this document, already at the proposal stage you have to present a strategy or outline of your activities with regard to exploitation, use and dissemination, which will be the basis for the **plan for use and dissemination of the foreground (PUDF)**. However, divergences from the original plan may occur. Should this happen, you will always have the possibility to modify your plan according to the consortium obligations under the GA and towards the other project partners. At the end of the project you must give in a final PUDF where you also detail the plans for the **exploitation** of the project results **after the conclusion** of your work.

This final fact sheet<sup>1</sup> has thus the purpose to highlight the steps you need to follow to pave the way forward for the exploitation and dissemination of the IP generated during the implementation stage.

## 1. Implementation stage

As soon as you start implementing your project, you should be immediately thinking about how to organise the **knowledge management** throughout the project life. That is, in order to successfully attain the potential impact of your work, you need to focus on the tools to use for the protection, dissemination and utilisation of the knowledge/results you have been acquiring during the execution of the EU-funded project. Note in addition that during the implementation stage project partners usually need to give access rights to their knowledge in order for other partners to carry out their work on the project<sup>2</sup>.

One important thing you should consider as fundamental during the implementation stage is the monitoring of the existing IP. In fact, in the time-lapse between the approval of your proposal and the implementation, technology may have changed, so that you might need to realign your project accordingly.

### 1.1 Knowledge management bodies

Dependent on the size of the project and the expected applicability of your project outcomes, you might want to appoint an **Exploitation Committee**. Such Committee could be chaired by a competent **exploitation manager**, who may help the consortium identify and look out at IP arising from the job carried out. As a mediator or arbitrator, the Exploitation Committee could provide advice and recommendations to the project partners, for example on the most suitable IP strategies. However, the Exploitation Committee role could also be played by the **Project Steering Committee**, which is a managerial body you often need to set for dealing with all the major project issues. Beside its management duties<sup>3</sup>, this latter Committee can take care of IP-related issues and then pursue the exploitation and dissemination of project results.

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<sup>1</sup> The European IPR Helpdesk has already published two previous fact sheets on the management of the IP at the proposal stage and during negotiations. You can accede them at <http://www.iprhelpdesk.eu/>

<sup>2</sup> For an overall view on access rights see factsheet "How to manage IP in FP7 during the negotiations phase".

<sup>3</sup> Some of them are: approving project charter, objectives, scope, and timeline, allocating resources to the project, providing external inputs, assessing progress against timing, deliverables, and budget, reviewing project budget and schedule, etc.

## 1.2 Results ownership

During the implementation stage you will certainly need to further discuss ownership issues related to the foreground. As highlighted in a previous fact sheet<sup>4</sup>, you should have already dealt with the IPR ownership within the **Consortium Agreement (CA)**. However, the CA is amendable according to the project evolution and mainly the consortium needs, since not all the aspects are foreseeable at the start of the project.

One major issue that can arise in the execution of the project is the **IP jointly generated** by partners. Although they might want modify the joint ownership provision contemplated in the CA, it is always possible to draft a separate **joint ownership agreement** more appropriate for specific cases, and only between the joint owners.

The following non-exhaustive checklist gives a glimpse on the rules a joint ownership agreement should lay down:

- ✓ Exploitation of the ownership
- ✓ Sharing of IP costs
- ✓ Sharing of revenues
- ✓ Licence and assignment rights

**Transfer of ownership** is another important aspect to be taken into account. In fact, partners might want to permanently assign the ownership of their foreground<sup>5</sup>. This is generally allowed, as long as the obligations regarding that foreground are passed on to the transferee. This means that the assignor must conclude appropriate arrangements to ensure that its contractual obligations with respect to dissemination, use, and the granting of access rights are passed onto the new owner (as well as by the latter to any subsequent assignee).

Transfer of ownership should be regulated in the CA too. However, as above-mentioned, you can always re-negotiate its content in accordance with other project partners' will.

## 1.3 Protecting results

Protection of foreground is indeed **essential**. The choice of the most **suitable IP protection** tool must be carefully made, in order for the result at issue to be protected in the most **adequate** and **effective** manner, and in accordance with the other **partners' legitimate interests**. This means that, although **IP protection** is vital for a prospective commercial or industrial exploitation, on the other hand it **is not always mandatory**, given for instance the results' lack of industrial applicability. The choice will then

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<sup>4</sup> See fact sheet "How to manage IP in FP7 during the negotiations phase"

<sup>5</sup> The transfer may take place for example when the owner partner does not wish to protect its foreground or is not willing to use it. As it is explained later on in this fact sheet, in both cases, he should offer its ownership to other project partners.

follow the **project specificities**, where the latter may suggest different alternatives for the exploitation of the foreground<sup>6</sup>.

Moreover, the results protection should reflect the use the consortium wish to make of the foreground, whether it be for direct commercial exploitation or for further internal research. In case of the latter, for example, it would be appropriate to keep information **confidential** (i.e. confidential know-how, trade secret) and **postpone the registration** for obtaining an Intellectual Property Right (IPR), to allow further development of an invention and to avoid precipitate filings.

Although it is not mandatory to inform other partners about your personal protection activities, it is considered **good practice to consult with them** before deciding whether protecting your own foreground or not – particularly if you are dealing with potentially joint IP. In fact, where a participant does not intend to protect it, it should firstly offer to transfer it to other partners. In so doing, they might seek registration for that piece of foreground and avoid leaving it unprotected to the competitors' advantage<sup>7</sup>.

In any case, **where a foreground capable of industrial or commercial application has not been protected, no dissemination activities may take place** before the Commission has been informed, since it may protect it on behalf of the EU<sup>8</sup>.

It is always advisable to entrust an IP attorney for filing a registration, since it implicates technical skills and requires detailed knowledge of rules and procedures. **Once foreground has been protected**, then you can start planning how to **use and disseminate the project results**.

## 1.4 Using results

As already explained in previous fact sheets<sup>9</sup>, as participant to an FP7 EU-funded project you **ought to use** your foreground, or ensure that it is used, by means of direct and indirect utilisation in **further research activities** (development or improvement of the generated results) or in **commercial activities** (production and marketing of new products and services).

Accordingly, **“Use”** might take the form of *direct utilisation*, when the foreground owners intend to industrially or commercially exploit the results in personal activities, or *indirect utilisation*, when a transfer of the foreground is decided upon and other project partners or third parties exploit the project results, for example, through licences. In the latter case the obligation to use the foreground is passed on to the assignees. Additionally, **“Use”** comprises as well the utilisation of foreground in further research activities, which are not part of the project. This utilisation outside of any commercial exploitation is crucial for academic beneficiaries.

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<sup>6</sup> For example, *the free and open source software* approach is perfectly valid for certain research results, but it is highly advisable that all project partners are informed of this strategy before the project start in order to avoid possible conflicts.

<sup>7</sup> See Article 44.2 of the Rules for the Participation in FP7 projects and Article II.28.3 of FP7 Grant Agreement – Annex II.

<sup>8</sup> *Ibid.*

<sup>9</sup> See factsheets ‘How to manage IP in FP7 during the proposal stage’ and ‘How to manage IP in FP7 during the negotiations phase’.

## 1.5 Disseminating results

In FP7 there is an **obligation to disseminate** the foreground swiftly<sup>10</sup>. In this context dissemination refers to the disclosure of project results by appropriate means. Scientific publications, general information on web sites or conferences are some examples of potential dissemination activities<sup>11</sup>. Besides these just mentioned, you could also consider to adhere to the **Open Access Movement**, where results from publicly funded projects can be freely accessed by people on the internet<sup>12</sup>.

We have already seen<sup>13</sup> that within the CA it is possible to include **conditions for dissemination**, whereby other partners will be aware of the procedures to follow before disclosing any information about the project. On the other hand, it will always be possible to draft a **specific confidentiality agreement** including a specification of any data to be secreted. This agreement might also be concluded before the proposal submission<sup>14</sup> and could foresee measures to be taken to maintain confidentiality **during** and even **after the end of the project**. Once your proposal has been evaluated positively, confidentiality obligations are normally covered by respective clauses in the CA.

It is worth noting that **written** or **oral information** given to a person who is not bound by the secrecy or confidentiality obligations **constitutes a disclosure**. In such cases, disclosures could be detrimental to future filings for protection. Thereafter, it is vital to keep information confidential, mainly with regard to those project results for which registration is not planned yet.

Besides, you should be very cautious and **deal with confidentiality** also **internally** in your own organisation. That is, having a proper management system in place within your structure is vital in order to make sure that you comply with the confidentiality obligations set by the consortium. In fact, you might have a disclosure of confidential information made from other beneficiaries to your organisation and the other way round. Therefore, someone in your organisation should be in charge for deciding which information has to be classified and marked as confidential (confidentiality labelling), otherwise valuable information may be lost during the implementation of the project.

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<sup>10</sup> See Article 46.3 of the Rules for the Participation in FP7 projects and Article II.30.2 of FP7 Grant Agreement – Annex II.

<sup>11</sup> “Strategic Guide to Successful Use and Dissemination of the Results of Research and Development Projects”.

<sup>12</sup> The European Research Council (ERC) has issued guidelines in this area available at [http://erc.europa.eu/sites/default/files/document/file/erc\\_scc\\_guidelines\\_open\\_access.pdf](http://erc.europa.eu/sites/default/files/document/file/erc_scc_guidelines_open_access.pdf). The scope therein expressed is that all publicly funded, published, peer-reviewed works go open access within 6 months from publication.

<sup>13</sup> See factsheets “How to manage IP in FP7 during the negotiations phase”.

<sup>14</sup> See factsheets “How to manage IP in FP7 during the proposal stage”.

### *How do I manage confidential information internally?*

Tasks to consider:

**a) concluding confidentiality agreements with employees**

- ✓ having confidentiality agreements in place with employees in order to make sure that they are under the same obligations as your organisation;
- ✓ raise awareness on the importance of confidentiality among employees.

**b) storing confidentiality information safely**

- ✓ mark documents as “CONFIDENTIAL” (CO);
- ✓ store these documents separately and safely, making sure that you can limit and monitor access to them;
- ✓ review the documents periodically to assess whether confidentiality obligations are still in force and whether you must return or destroy them.

**c) disclosing information to the other beneficiaries**

- ✓ review all communications before any disclosure to assess the confidential character of them;
- ✓ mark confidential information as “CONFIDENTIAL” (CO).

Moreover, prior to any dissemination activity **other partners should be consulted** in order for them to exercise their **right to object** in case where such dissemination could cause great harm to their background/foreground. The GA sets some terms both for the notification of the planned activity to other partners and for them to object to such dissemination<sup>15</sup>. Beneficiaries may nevertheless convene on different time-limits within the CA, as for instance to shorten notification time from 45 to 30 days.

As regards, one other aspect should be taken into account. You should **define**, and periodically revise, what **non-confidential information** can be disclosed, so that project partners are already aware of what information can be safely used in outside conversations and/or negotiations with third parties.

As above stated, in terms of dissemination different channels can be envisaged. With the purpose to assist beneficiaries in the implementation of a successful dissemination strategy, the EC has created a dedicated website<sup>16</sup>, which is primarily focused on the use of the “mass media” to widely communicate research results. It also covers publications on the web and other supports such as print publications, CDs and video.

It is important to bear in mind that an accurate dissemination planning is preparatory for future commercial exploitation and marketing of products and services resulting from the project. Indeed, these activities will enable you to gain financial profit from the outcomes of your project. Once more, plans for **dissemination activities** must already be outlined at the proposal stage and, while carrying out your research, you have an obligation to **periodically report** them to the EC.

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<sup>15</sup> See Article 46.4 of the Rules for the Participation in FP7 projects and Article II.30.3 of FP7 Grant Agreement – Annex II. See also fact sheet “How to manage IP in FP7 during the negotiations phase”.

<sup>16</sup> Visit [http://ec.europa.eu/research/science-society/science-communication/index\\_en.htm](http://ec.europa.eu/research/science-society/science-communication/index_en.htm)

## 2. Project conclusion

At the end of the project thus a **conclusive PUDF** has to be submitted in order for the EC to evaluate the use the consortium intends to make of its project results, as well as to evaluate the success of the project.

Yet, even **after the conclusion** of the project, a number of **IPR provisions will remain in force** such as obligations regarding confidentiality, use and dissemination as well as some provisions of the CA. Consequently, beneficiaries are required to properly manage the post-contract phase too, with arrangements in the final PUDF and provisions in specific agreements (i.e. CA, joint ownership and confidentiality agreements).

### 2.1 PUDF final report

The GA foresees the obligation to submit a final report to the EC **within 60 days after the end of the project**. Among other issues, it is **mandatory** to include in this report the PUDF.<sup>17</sup>

The PUDF is an extremely important deliverable of an FP7 project and it is relevant at all stages of a project. The final PUDF must describe the activities beneficiaries have already carried out during the project implementation and still expect to develop with the purpose to allow the dissemination and use of the foreground at the project end. Within this document beneficiaries have also to envisage the strategy for the management of intellectual property rights in order to demonstrate the positive impact of their project so that the EC may justify its funding.

As any other report, the EC have the right to reject the PUDF – for example, if it is not detailed enough – and terminate the project.<sup>18</sup> Thus, beneficiaries should take the time to prepare it carefully.

The final PUDF should include two sections. In **Section A**, beneficiaries are requested to list the scientific publications concerning the foreground, as well as other dissemination activities (including those already completed and the ones foreseen for the future).

It is important to include sufficient information to allow the EC to identify and check these activities. Hence, it is usually necessary to mention<sup>19</sup>:

- (i) In the **list of scientific publications**: title, author, title of the periodical or the series, number/date or frequency, publisher, place and year of publication, pages, permanent identifiers and information concerning open access;
- (ii) In the **list of dissemination measures**: the type of activity (web site, conference...), the main leader, title, date and place, type and size of audience and countries addressed.

On the other hand, in **Section B** of the PUDF, beneficiaries must define the exploitable foreground and their plans for its exploitation.<sup>20</sup> Hence, the following information must be included in detail:

- (i) all the intellectual property rights applied for and registered;
- (ii) all the exploitable foreground, including its description and sector of application;
- (iii) an explanation concerning the plans for the future use of foreground, either in research and/or commercially.

<sup>17</sup> Please see article II.4.2.b of the Grant Agreement.

<sup>18</sup> Please see article II.5.3 of the Grant Agreement.

<sup>19</sup> Please see *Guidance Notes on Project Reporting*, available at [ftp://ftp.cordis.europa.eu/pub/fp7/docs/project\\_reporting\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/project_reporting_en.pdf).

<sup>20</sup> Please see *Guidance Notes on Project Reporting*, available at [ftp://ftp.cordis.europa.eu/pub/fp7/docs/project\\_reporting\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/project_reporting_en.pdf).

As in section A, this part of the PUDF must include all the activities carried out during the project and those foreseen to be implemented after its end.

**Confidentially** issues are very important when preparing and writing the PUDF. In fact, section A is disclosed publicly by the EC, while the information included in section B is also made available to the public, except if clearly marked by beneficiaries as confidential. Hence, any confidential data should be omitted from section A or marked as confidential in case it is included in section B.

#### How do I mark my report as confidential?

In the *Guidance Notes on Project Reporting*, the EC has established a list of codes that may be used by beneficiaries when marking the level of dissemination of deliverables. Since these codes are known and understood by all beneficiaries and the EC, it is therefore advisable to make use of them.

**PU** = Public

**PP** = Restricted to other programme participants (including the Commission Services)

**RE** = Restricted to a group specified by the consortium (including the Commission Services)

**CO** = Confidential, only for members of the consortium (including the Commission Services)

## 2.2 PUDF implementation

### 2.2.1 Confidentiality

With the conclusion of the GA, beneficiaries agree to keep confidential information secretly not only during the implementation of the project, but also after its completion. At least during five years after the end of the project beneficiaries, as well as the EC, are bound to these obligations. However, it may be agreed to extend the five-year term in the CA and the EC, upon a concrete and justified request, may also accept to expand it in relation to determined confidential information.

At times, beneficiaries may also decide to conclude bilateral agreements dealing with the delivery of specific confidential information, with further years of confidentiality obligations.

### 2.2.2 Post-project obligations

Even after the end of the project, participants should be careful not to forget to comply with a few IP-related provisions of the GA that remain in force. The use and dissemination obligations are one of those, in particular the obligation to notify the EC of any patent applications relating to foreground arising after the final PUDF. Moreover, beneficiaries are entitled to request for **access rights** until **one year** (or any other time limit agreed) after the conclusion of the project.

The post-project stage and the effective exploitation of the project foreground is, however, not an issue limited to the mere provisions of the GA that remain in force. In fact, given the limited duration of the GA provisions several problems are likely to arise if no specific post-contract provisions are put in place (e.g. limited duration of access rights). Moreover, in some projects results exploitation may lead to joint activities. Thus, in order to ensure that the post-project phase go efficiently, beneficiaries are also advised to contractually establish all the obligations of the parties in terms of new IPR arising from those activities.



Besides, beneficiaries should also give account to the provisions contained in their CA. As mentioned in a previous fact sheet<sup>21</sup>, the CA should envisage post-project provisions in view of the foreground exploitation after the project end, especially aimed to define the management of those IPR which remain in force after the conclusion of the project. In addition to that, consortia should regulate the ownership and access right to subsequent new inventions.

### 2.2.3 Advanced IPR strategies

Depending on the project, beneficiaries may decide to exploit their foreground by setting up a “**start-up**” with other partners or by creating one or more “**patent pools**”.

- ✓ By means of a **start-up** beneficiaries create a **new and separate legal entity**, which would **own** the IPR acquired during the project life with the aim of **jointly exploiting** them in a more flexible fashion.
- ✓ With a **patent pool** owners agree to **assemble** their **patents** so that they can be **freely used** by or **cross-licenced** between all the **participants** (such tool might be used for other IPR too).

Subject to the commitments in the GA, beneficiaries are free to decide the most appropriate solution for them. However, all these plans should be mentioned in the PUDF. Note that when envisaging such strategies an appropriate consultation with specialists is strictly needed.

In conclusion, properly exploiting the foreground after the project would give you the chance to make profit from the marketing and commercialisation of the knowledge acquired during your research. Moreover, by acquiring more IPR it is possible to expand the IP portfolio and increase the value of your organisation. Therefore, a structured planning is strongly advisable to make profitable commercial exploitation of the foreground generated.

### Useful Resources

For the preparation of this fact sheet, the European IPR Helpdesk had in consideration the “Guide to Intellectual Property Rules for FP7 Projects” prepared by the EC, as well as the “Strategic Guide to Successful Use and Dissemination of the Results of Research and Development Projects”.

For further information on the topic please also see:

- “Introduction to IP Rules in FP7 Projects”:  
<http://www.iprhelpdesk.eu/sites/default/files/relateddocuments/Factsheet%20IP%20rules%20FP7%20June%202011.pdf>
- “Guide to Intellectual Property Rules for FP7 Projects”: [ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf)
- “Strategic Guide to Successful Use and Dissemination of the Results of Research and Development Projects”: [http://ec.europa.eu/research/sme-techweb/pdf/use\\_diffuse.pdf#view=fit&pagemode=non](http://ec.europa.eu/research/sme-techweb/pdf/use_diffuse.pdf#view=fit&pagemode=non)

<sup>21</sup> See fact sheet “How to manage IP in FP7 during the negotiations phase”.

- “Exchanging Value – Negotiating Technology Transfer Licensing Agreements: A Training Manual”: [http://www.wipo.int/sme/en/documents/guides/technology\\_licensing.html](http://www.wipo.int/sme/en/documents/guides/technology_licensing.html)

### GET IN TOUCH



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### ABOUT THE EUROPEAN IPR HELPDESK

The European IPR Helpdesk aims at raising awareness of Intellectual Property (IP) and Intellectual Property Rights (IPR) by providing information, direct advice and training on IP and IPR matters to current and potential participants of EU funded projects focusing on RTD and CIP. In addition, the European IPR Helpdesk provides IP support to EU SMEs negotiating or concluding transnational partnership agreements, especially through the Enterprise Europe Network. All services provided are free of charge.

**Helpline:** The Helpline service answers your IP queries within three working days. Please contact us via registration on our website ([www.iprhelphdesk.eu](http://www.iprhelphdesk.eu)), phone or fax.

**Website:** On our website you can find extensive information and helpful documents on different aspects of IPR and IP management, especially with regard to specific IP questions in the context of EU funded programmes.

**Newsletter & Bulletin:** Keep track of the latest news on IP and read expert articles and case studies by subscribing to our email newsletter and Bulletin.

**Training:** We have designed a training catalogue consisting of nine different modules. If you are interested in planning a session with us, simply send us an email.

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