Welcome to our educational video clip on:

Intellectual Property Rights in EU-funded Collaborative Projects (Part 2)

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Key Questions

- What are the characteristics of EU-funded projects?
- What are the general rules related to IP in FP7?
- What does the Grant Agreement (GA) encompass?
- What does the Consortium Agreement (CA) encompass?
- What are the differences between different model CAs?
What are the characteristics of an EU-funded project?
Collaborative Projects

It is in the nature of collaborative projects that different partners with varying mindsets and interests come to sit at one table.

- ROs
- University
- SMEs
- Industry
Characteristics

University

- Goal: publication
- Using results for future research and teaching activities
- Insufficient exploitation strategy
- Lacking legal/IPR expertise

ROs

- Goal: commercialisation of results
- Application-oriented approach
- Strong in-house legal/IPR expertise

Industry

- Goal: keeping control over own research results
- Protection of existing know-how, that is brought into the project
- Lacking legal/IPR expertise

SMEs

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What are the rules related to IP in FP7?
IP Rules in FP7

Protection of IP in FP7 projects is dealt with in the ...

... Grant Agreement
... Consortium Agreement
... Guide to Intellectual Property Rules for FP7 projects (= not legally binding)

... Patent Law (national/European)
Overview: FP7 Agreements
What does the Grant Agreement (GA) encompass?
Grant Agreement (I)

Relation between European Commission and Consortium

EU Commission

Grant Agreement

P1

P2

P3

P4

P5
# Grant Agreement (II)

## Components of the Grant Agreement

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<th>Standard with project specifics</th>
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Grant Agreement (III)

Annex I – Technical Annex

- Project work plan, which is worked out during agreement negotiations
- Whatever is promised must be delivered (Deliverables)
- A well-structured, practical and realistic Technical Annex is the basis for the successful implementation of a project

Annex II – General Conditions

- Reference for EU regulations on project implementation (refundable costs, reporting, payment schedule...)
- Answers many questions that arise during the project
- The Commission must also observe these conditions
What does the Consortium Agreement (CA) encompass?
Consortium Agreement (I)

Regulates the relation between consortium partners (= beneficiaries)
Consortium Agreement (II)

- A legal document that regulates the internal work of the Consortium
- Implements the provisions of the GA/programme rules
- Mandatory for the majority of projects
- Legal basics: GA (+ Annexes)/Participation regulations
- The CA may in no way contradict the prerequisites laid out in the EU Agreement; the latter always takes precedence!
- The CA should be worked out during GA negotiations at the latest
- Consortia are responsible for defining the regulations; the Commission has no binding model
- The coordinator works on the template
As any contract, the CA should contain:

- Preliminary Clauses
- Central Clauses
- Final Clauses
Clauses & Issues (II)

**Preliminary Clauses**
- Preamble:
  - Summary of project framework
  - Title
- Parties
- Language
- Definitions

**Central Clauses**
- Financial and administrative management:
  - Consortium bodies
  - Decision-making procedures
  - Financial organisation
- Technical provisions
- Intellectual property issues (!)
- Liability

**Final Clauses**
- Applicable law
- Dispute resolution = jurisdiction
- Other: e.g. confidentiality, duration, severability, assignment
Model Agreements

DESCA
European Initiative from all R&D actors
→ www.DESCA-FP7.eu

EUCAR
European Council for Automotive R&D
→ www.eucar.be

IMG4
ASD-IMG4 - European aerospace companies
→ www.aerosme.com
What are the differences between different model agreements?
Background

**DESCA**

Needed
Positive + negative list or negative list

**EUCAR**

Sideground
Needed
Access to background subject to legitimate interests

**IMG4**

Needed
Positive list
Access conditions to be defined
Forefront

- **DESCA**
- **EUCAR**
- **IMG4**

- Own foreground
- Equal undivided shares for joint owners
- Joint owners for own use
Access Rights

DESCA

Written request
Access rights for use up to 1 year after the project

EUCAR

Deemed granted
No time-limit for access rights requests

IMG4

Written request
Deemed granted, notification in some cases
Access rights for use up to 2 years after the project
Access Rights for Use Purposes

DESCA

- To foreground: royalty-free or on fair and reasonable conditions
- To background: on fair and reasonable conditions

EUCAR

- To foreground: royalty-free, worldwide and for the life-time of the foreground
- To background: on preferential conditions

IMG4

- To foreground and background: for project-implementation: royalty-free / non-exclusive
- For use purposes: on fair and reasonable conditions
- For internal research: royalty-free

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Access Rights – Affiliates

- **DESCA**: No specific definition
- **EUCAR**: Specific definition; enlarges the list of affiliated entities
- **IMG4**: Must be established in a Member State or an Associated Country; List added

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Thank you for your attention. We look forward to getting in touch with you.

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