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SEVENTH FRAMEWORK PROGRAMME

IPR aspects of SMEs participation in FP7 calls

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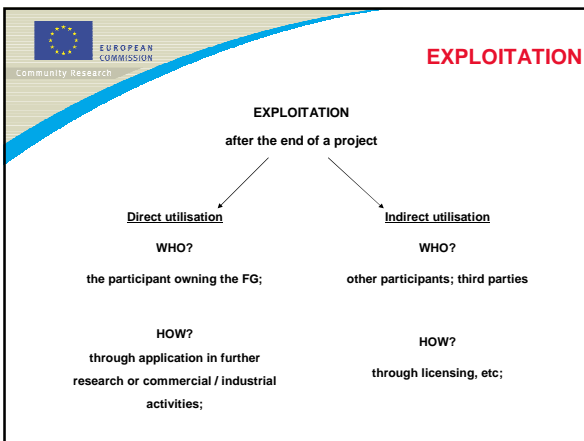



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OWNERSHIP

GENERAL RULE	FP7 COLLABORATIVE PROJECTS	FP7 ACTIONS FOR SMEs
BACKGROUND	the participant who owns it remains the owner	
FOREGROUND	To the participant who generated it	To the SMEs / SME AGs, unless otherwise agreed

JOINT OWNERSHIP	FP7 COLLABORATIVE PROJECTS	FP7 ACTIONS FOR SMEs
FOREGROUND	when several participants have produced common FG and it is impossible to distinguish their individual contributions these participants will have joint ownership	all the SMEs / SME AGs will have joint ownership, unless otherwise agreed
	Default regime: each joint owner is free to grant non-exclusive licences to third parties + prior notification (45 days) to the other joint owners + fair and reasonable compensation to the other joint owners	




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IPR in "Research for SMEs": the proposal


Guide for Applicants:
3.2.1 Project results and management of intellectual property

« Provide a clear and adequate description of how the participants will organise IPR, ownership and user rights.

By default, the SMEs retain the full ownership of all FG and the RTD-performers are remunerated accordingly...the RTD performers must provide the SMEs with the full ownership and exploitation rights of all the results generated by the project...the consortium should clearly outline how it intends to protect, share, manage and exploit IPR...

The consortium may however reach a different agreement as long as the SMEs are provided with all the rights that are required for their intended use and dissemination of the project results...the consortium has to describe clearly:

- How it is ensured that the SME participants are provided with all the rights that are required for their intended use and dissemination of the project results;
- How this is reflected in the value of the transaction (remuneration of the RTD performers);
- How the RTD performers are going to exploit the IPR...»


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IPR in "Research for SMEs": the transaction


Why? To ensure the achievement of the general objective of "Research for the benefit of the SMEs".

Where? In the Section 2 Annex I of the Grant Agreement "Description of Work".

What?


1. The ownership of FG;
2. The Access Rights to be provided to SMEs / SME AGs and their SME members;
3. the remuneration to be paid to the RTD-Performers.

 **Every agreement = commercial interest of the SMEs !**


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Research for SMEs - Good practices

- ✓ Default regime: Ownership to SMEs; 100% remuneration to RTD-Performers; full exploitation rights to SMEs;
- ✓ Adequate description of management structure, budget allocation and exploitation/dissemination measures (in appropriate project Work Packages);
- ✓ Access Rights granted to RTD-Performers for further R&D;
- ✓ Exploitation Manager;
- ✓ Appropriate means to protect IPR;
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Research for SMEs - Bad practices

- ✓ IPR issues only formalised in the Consortium Agreement*;
- ✓ Unclear definition of competences (and/or roles) in the Project;
- ✓ No expected protection of IPR;
- ✓ Remuneration not described;
- ✓ Budget allocation not consistent with the agreements on IPR;

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* The CA is the private agreement between the beneficiaries complementing the Grant Agreement on management issues and IP




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Conclusion

How the transaction is handled in the "Research for SMEs" Grant Agreements?

1. the use of *default* regime has significantly increased in the last Calls;
2. a not negligible number of Grant Agreements do not mention access to BG for the implementation of the Project;
3. access to BG for use after the project remains to be defined in an acceptable way for the majority of "Research for SME Associations" Grant Agreements;
4. ownership of FG seems to be the less problematic issue, as the *default* regime is adopted in more than 90% of all Grant Agreements;
5. in the large majority of the cases, rights for use of FG are provided to the participant SMEs or SME-AGs, while a considerable number of Grant Agreements do not foresee access to RTD performers for further R&D purposes.



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Thanks Questions?

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