

*IPR in FP7
and
the Consortium Agreement*

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Intellectual Property

- *Background =*
- *Information held by participants prior to their accession to the grant agreement*
- *which is needed to carry out the project or for using the results of the project*
- *Foreground =*
- *Results, incl. information, generated by the indirect action concerned*

Ownership to foreground

- *Ownership: participant owns the foreground it generates*
- *Joint ownership: agreement required on allocation and terms (where no specific agreement yet, default joint ownership applies):*
 - *Each joint owner can grant non-exclusive licenses to third parties with no right to sub-licence, subject to prior notice and fair and reasonable compensation to the other joint owner(s)*

Protection and use

- *Owner shall protect foreground capable of industrial or commercial application*
- *If no protection and no transfer to other beneficiary or affiliated entity in a MS or Ac or to any other third party in a MS or Ac, no dissemination before the Commission has been informed*
- *Owner shall use foreground or ensure that it is used*
- *Patent applications and expected use of foreground shall be reported in the plan for the use and dissemination of foreground*

Dissemination (incl. publication)

- *Owner shall ensure that foreground is disseminated*
- *If it fails, the Commission may disseminate that foreground*
- *Shall be compatible with the protection of intellectual property rights, confidentiality and the legitimate interests of the owner(s) of the foreground*
- *At least 45 days prior notice to the other beneficiaries concerned, who may object within 30 days of notification if it considers its legitimate interests in relation to its foreground or background could suffer disproportionately great harm*
- *Other time-limits may be agreed*
- *Reported in the plan for the use and dissemination of foreground*

Background

- *Beneficiaries may define the background needed in a written agreement*
- *Beneficiaries may, where appropriate, agree to exclude specific background*

Access rights

- *All requests in writing*
- *May be conditional*
- *No right to grant sub-licenses*
- *Exclusive licenses to background and foreground possible if other participants waive their access rights in writing*
- *The Commission may object to exclusive licenses to third parties in third countries not associated to fp7*

Trans-national co-operation among NCPs for International Cooperation

Access rights

	Access rights to background	Access rights to foreground resulting from the project
For carrying out the project	Yes, if a participant needs them for carrying out its own work under the project	
	Royalty-free unless otherwise agreed before acceding to the grant agreement	Royalty-free
For use (exploitation + further research)	Yes, if a participant/affiliate needs them for using its own foreground	
	Either fair and reasonable conditions or royalty free-to be agreed	

The Consortium agreement

- *What is a consortium agreement?*
 - *Agreement between the participants for the implementation of the project*
 - *Commission not a part to the agreement*
 - *Cannot restrict the provisions of the grant agreement*
 - *Complements provisions of MGA*
- *The Commission checklist and IPR Guidelines*
- *Models for Consortium Agreements*

Links

- www.ipr-helpdesk.org
- www.cordis.europa.eu
- www.DESCA-FP7.eu
- www.eicta.org