

# Diseminácia a využívanie výsledkov

(duševné vlastníctvo v kontexte H2020 – výstupy,  
míľniky v procese implementácie)

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# Why is IPR so important?

- Research and Innovation should bring results to industry directly
- EU funding may not be endangered by long-term disputes after the several years of funded research activities
- RIA and IA projects – dissemination and exploitation of results – reflected in the Consortium agreement
- SME Instrument – Intellectual Property, knowledge protection and regulatory issues – ownership of key knowledge IPR, ways of protection, commercial exploitation (directly in the proposal)

# Difference between IP and IPR

## Intellectual Property (IP)

'background' means **any** data, know-how or information whatever its form or nature, tangible or intangible, including any rights **such as intellectual property rights**, which is: (i) held by participants prior to their accession to the action; (ii) needed for carrying out the action or for exploiting the results of the action; and (iii) identified by the participants in accordance with Article 45;

(Article 2(1) (4) of Regulation (EU) No 1290/2013 on rules of participation in Horizon 2020)

## Intellectual Property Rights (IPR)

Intellectual property (IP) rights are [legally](#) recognized [exclusive rights](#) to creations of the mind. Under intellectual property laws, 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 [copyright](#), [trademarks](#), [patents](#), [industrial design rights](#), [trade dress](#), and in some jurisdictions [trade secrets](#).

(source: wikipedia.org)

# Copyright

- (1) The expression “*literary and artistic works*” shall include every production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression, such as books, pamphlets and other writings; lectures, addresses, sermons and other works of the same nature; illustrations, maps, plans, sketches and three-dimensional works relative to geography, topography, architecture or science. (Art. 2 of Berne Convention)
- Computer programs are protected as literary works within the meaning of Article 2 of the Berne Convention. Such protection applies to computer programs, whatever may be the mode or form of their expression. (Art. 4 of WIPO Copyright Treaty).

# Background vs. Results

Background	Results
<p>'background' means <b><u>any</u></b> data, know-how or information whatever its form or nature, tangible or intangible, including any rights <b><u>such as intellectual property rights</u></b>, which is: (i) held by participants prior to their accession to the action; (ii) needed for carrying out the action or for exploiting the results of the action; and (iii) identified by the participants in accordance with Article 45;</p> <p>(Article 2(1) (4) of Regulation (EU) No 1290/2013)</p>	<p>'results' means <b><u>any</u></b> tangible or intangible output of the action, such as data, knowledge or information, that is generated in the action, whatever its form or nature, <b><u>whether or not it can be protected</u></b>, as well as any rights attached to it, including intellectual property rights;</p> <p>(Article 2(1) (19) of Regulation (EU) No 1290/2013)</p>



# Protection of results – in general

- Results shall be owned by the participant generating them.
- Where participants have jointly generated results and it is not possible to separate such joint results, they shall have joint ownership of those results.
- The joint ownership agreement may lay down a type of licences and other exploitation contracts to third persons – *(it may be a separate contract or a part of a consortium agreement and it may be concluded anytime)*
- *SMEs should hold and commercialise results applicable for marketing (SME Instrument, RIA and IA)*

# Results under implementation proposal

- *‘Work package’ means a major sub-division of the proposed project.*
- *‘Deliverable’ means a distinct output of the project meaningful in terms of the project's overall objectives and constituted by a report, a document, a technical diagram, a software etc.*
- *‘Milestones’ means control points in the project that help to chart progress. Milestones may correspond to the completion of a key deliverable, allowing the next phase of the work to begin. A milestone may be a critical decision point in the project where, for example, the consortium must decide which of several technologies to adopt for further development.*

# Protection of IP (not IPR) before a proposal submission

- Letter of intent – writing statement to become partner
- Confidentiality agreement on background
- Reference only to the plan on dissemination and exploitation of results to general public
- Preliminary agreement on results disposal towards third persons – commercial exploitation for enterprises
- - [https://www.iprhelppdesk.eu/H2020\\_MoU](https://www.iprhelppdesk.eu/H2020_MoU)



# Budget recommendations

- Costs relating to fees and other costs on IPR protection are eligible costs (other goods and services – part 3 of Technical Annex) (e.g. European Unitary Patent)
- Costs relating to patent representatives or legal counsels – direct eligible personnel costs (e.g. updating of the consortium agreement)
- Management costs – innovation management should include a person in charge of intellectual property issues (whether being a right or not) – part 3 of Technical Annex and profile of such person in part 4 of Technical Annex
- Any acronym should be distinctive and easily reconized (no EU funding to projects that may challenged because of trademarks disputes) – fees for a trademark registration are eligible

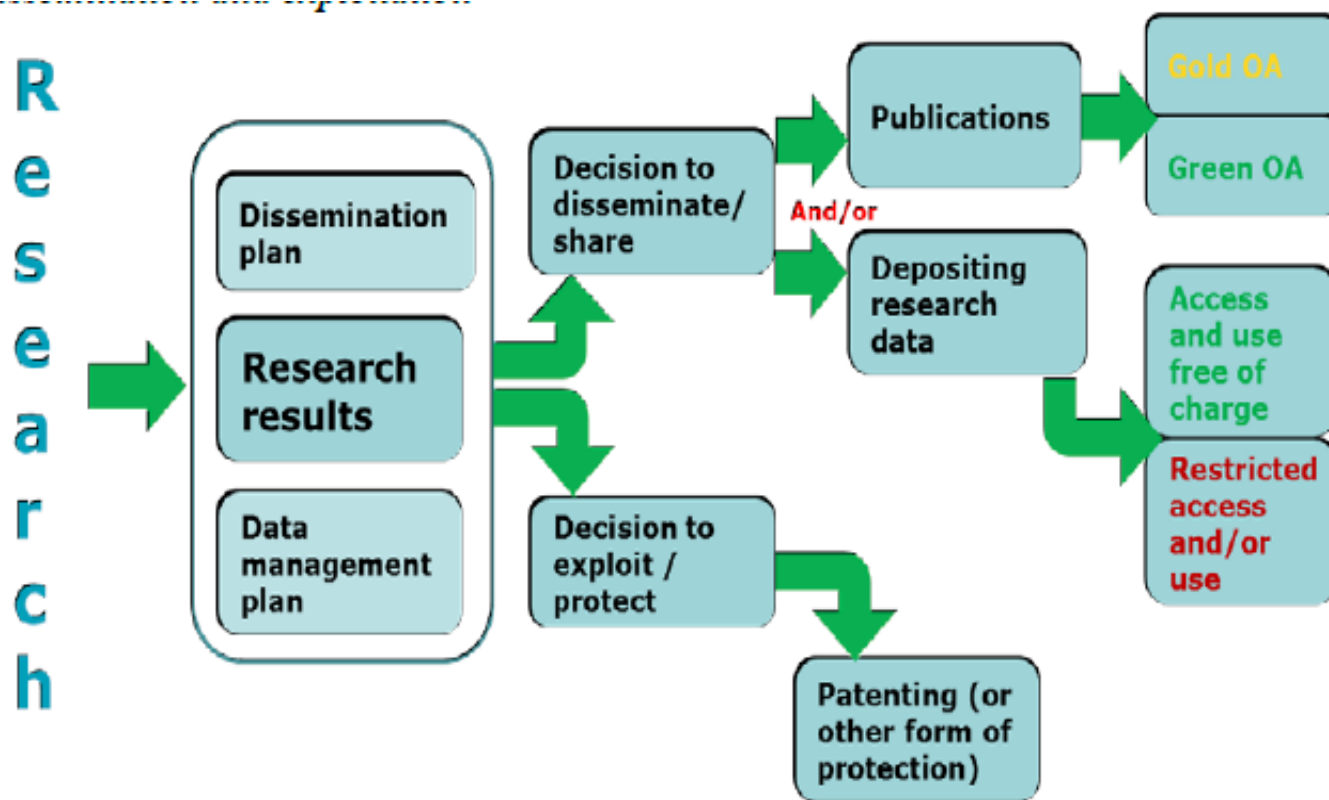
# Recommended results in IP

Further internal research	<ul style="list-style-type: none"> <li>• These research activities must be beyond the project.</li> <li>• Relevant for research organisations and research intensive companies.</li> </ul>
Collaborative Research	<ul style="list-style-type: none"> <li>• The results used as background of future collaborative research projects.</li> <li>• Relevant for research organisations and research intensive companies.</li> </ul>
Internal product development	<ul style="list-style-type: none"> <li>• Results used in developing, creating and marketing a product/process.</li> <li>• Relevant for companies.</li> </ul>
Internal service creation	<ul style="list-style-type: none"> <li>• Results used in creating and providing a service.</li> <li>• Relevant for companies.</li> </ul>
Licensing	<ul style="list-style-type: none"> <li>• Results exploited by other organisations through out-licensing.</li> <li>• Relevant for all participants, but care should be taken to comply with Horizon 2020 rules.</li> </ul>
Assignment	<ul style="list-style-type: none"> <li>• Results exploited by other organisations by the transfer of ownership.</li> <li>• Relevant for all participants, but care should be taken to comply with Horizon 2020 rules.</li> </ul>
Joint Venture	<ul style="list-style-type: none"> <li>• Results used as background of a joint venture.</li> <li>• Relevant for all participants, but care should be taken to comply with Horizon 2020 rules.</li> </ul>
Spin-off	<ul style="list-style-type: none"> <li>• A separate company established in order to bring to the market technology resulting from the project.</li> <li>• Relevant for all participants, but care should be taken to comply with Horizon 2020 rules.</li> </ul>
Standardisation activities	<ul style="list-style-type: none"> <li>• Results used either to develop new standardisation activities, or to contribute to on-going standardisation work.</li> <li>• Relevant for all participants, but care should be taken to comply with Horizon 2020 rules.</li> </ul>

# Following a positive evaluation 'what to share with your colleagues'

Consortium agreement	Grant agreement
<p><b>Definition on background !</b></p> <ul style="list-style-type: none"> <li>-each participant defines individually</li> <li>- list should be exhaustive</li> <li>-positive or negative definition (list what to include or not to include in background) mention rights of third parties (especially right to modify a subject of copyright + right to be cited as an author)</li> <li>- joint ownership may be part of a consortium agreement or a separate agreement .</li> </ul>	<ul style="list-style-type: none"> <li>- the beneficiaries must give each other access — under fair and reasonable conditions — to background needed for exploiting their own results,</li> <li>-If third parties (including personnel) may claim rights to the results, the beneficiary concerned must ensure that it complies with its obligations under the Agreement,</li> <li>-The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership (<b>'joint ownership agreement'</b>), <b>to ensure compliance with their obligations under this Agreement,</b></li> </ul>

# Open Access to research results



# Thank you for your attention.

HORIZON 2020 SUPPORT IN SLOVAKIA

[www.h2020.cvtisr.sk](http://www.h2020.cvtisr.sk)

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[http://h2020.cvtisr.sk/sk/dalsie-aktivity/pravne-a-financne-otazky/dokumenty.html?page\\_id=1961](http://h2020.cvtisr.sk/sk/dalsie-aktivity/pravne-a-financne-otazky/dokumenty.html?page_id=1961)