

Approaching IP issues in CIP projects – Summary Fiche

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1. Preliminary notes

Under the [Competitiveness and Innovation Framework Programme](#) (CIP), there are no horizontal rules for participation or a common grant agreement model for the three operational sub-programmes (i.e. the Entrepreneurship and Innovation Programme (EIP), which includes the Eco-Innovation actions, the Information Communication Technologies Policy Support Programme (ICT PSP) and Intelligent Energy - Europe (IEE)).

Potential participants in CIP projects should check the applicable rules in the relevant documentation of the call under which they wish to submit their project proposal.

Generally speaking, the CIP provisions on intellectual property (IP) are not very detailed compared to the rules under the [Seventh Framework Programme for research, technological development and demonstration activities](#) (FP7). Therefore, it is essential that potential participants carefully prepare any related issues.

2. How to approach IP matters before starting a CIP project - background

The project proposers should identify all the information, including IP rights, that they own and/or hold before the project starts and which may be necessary for the project, generally known as 'background'. When making use of third parties' rights, the participants should verify that any necessary authorisations are obtained in due time.

On this basis, the participants will define which information is going to be available for the project objectives and, if they are to exchange information among themselves, agree on the conditions of use during and after the project by means of licences or user rights, including economic conditions if appropriate. Participants may also negotiate and conclude other multi/bilateral agreements, as provider(s)/recipient(s) of information, such as [confidentiality agreements](#), if need be.

Finally, it should be noted that allowing use of prior IP-related resources does not mean transfer of ownership.

3. How to implement the project and protect the results - ownership and protection issues

To carry out the project, the participants will generally supplement the grant agreement with a **consortium agreement** (regardless of whether it is mandatory or not). A consortium agreement aims to organise the governance of the consortium, the work of the project and set up some additional rules related to IP issues.

In principle, CIP grant agreements state that the results (including IP rights) shall be the **property** of the beneficiaries (i.e. participants). However, participants should be aware that, depending on the action, their grant agreement may contain provisions related to the free accessibility of the results for specific parties (e.g. the Executive Agency for Competitiveness and Innovation - EACI) or in specific cases (e.g. cross border interoperability in ICT projects).

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The grant agreement models do not contain a default regime for results generated in common. Therefore, when necessary, the participants should adopt rules on the allocation and exercise of **jointly-owned results** (i.a. a regime for use, licensing to third parties and benefit-sharing) preferably in a specific joint ownership agreement once the specificities of these results are known. If employees, other **personnel** or subcontractors working for the participants are entitled to claim rights to the results, the participants should also make appropriate arrangements (e.g. assignment of rights) so the implementation of the project is not impeded. This is very important, especially in multi-beneficiary situations where the grant agreement provides for the mandatory granting of user rights between participants.

Finally, the grant agreement does not always contain a provision for the **protection of results**. However, it is advisable that participants decide how to protect the project results (specifically by means of [IP rights](#)) with view to their use and dissemination.

4. How to deal with exploitation of the project results - use and dissemination issues

The grant agreement indicates whether or not the participants shall use and disseminate the project results. In any case, when disseminating the results, it is important to remember that IP protection and confidentiality should be preserved.

The grant agreement may contain a basic regime for the use of the results, with a provision for licences (access rights or user rights) between participants. Again, if personnel or any third party are entitled to claim rights, the participants should take the appropriate steps to allow the smooth use and dissemination of the results.

If the grant agreement leaves room to define economic conditions for access to the respective IP-related resources of the participants, the latter may agree on conditions other than royalty-free. They may also complement any basic procedural conditions (form of request, time-limit, termination, etc.) in the consortium agreement to facilitate the management of these rights.

Finally, the CIP grant agreement models do not govern either the **licensing** of results to third parties or the **transfer** of ownership of results. The participants may therefore wish to foresee any related procedure, for instance a right to a prior notice/right to object, in their consortium agreements with the view to secure their legitimate interests.

5. Useful links

[Eco-innovation website](#)

[ICT Policy Support Programme website](#)

[Intelligent Energy - Europe website](#)