

Receive more information on IPR

IPR issues are important. Before signing the consortium agreement or the contract, make sure you are aware of all possible legal implications. Luckily, there are many sources of valuable information that can offer some guidance: the European Commission has set up a network of National Contact Points that can help you with general questions on the sixth framework programme, including questions on IPR.

For additional information you can also consult the following websites:

- **European IPR-Helpdesk**
www.ipr-helpdesk.org
- **European Patent Office**
(includes European Patent Convention)
www.european-patent-office.org
- **IPRs online** (includes IPR on agro, food and biotech)
www.iprsonline.org
- **IPR-guide**
www.ipr-guide.com



EC 6th FRAMEWORK PROGRAMME

PARTNERS

INFO

design: www.patenka.be

SMEsforFOOD is an EU funded initiative to promote the participation of SMEs in the new instruments within Thematic Priority 5 "Food Quality & Safety" of the Sixth Framework Programme.

Partners

Austria	BIT
Belgium	BEA
Cyprus	Talos
The Czech Republic	TC AS CR
Denmark	DAC
France	Actia Anvar (coordinator) HLP Développement INRA
Greece	ETAT S.A.
Hungary	HSTF
Israel	ISERD
Italy	APRE
The Netherlands	Senter
Poland	IFTR-PA
Portugal	GRICES
Spain	AZTI
Switzerland	Euresearch
Turkey	TUBITAK

Information

Website <http://www.smesforfood.org>
E-mail info@smesforfood.org

National Contact

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Intellectual Property Rights

for SMEs involved
in FP6 research projects



Who is the owner of the knowledge created in a European research project?

Ownership

All knowledge and technology developed by a partner in the consortium is property of that partner. When new knowledge is created in cooperation with other partners ownership of that knowledge is shared.

Contract

General IPR matters are addressed in the contract you and your partners have with the European Commission (in annex II, part C).

Consortium Agreement

Specific details of IPR issues are stated in the Consortium Agreement. The Consortium Agreement is a document that partners finalize amongst themselves, which allows them to define in detail the administrative and management provisions necessary to carry out their project.

In a partnership, what access do the other partners have to your technology?

Protection

Where knowledge created in FP6 projects is devoted to industrial or commercial applications, its owner has to provide for its adequate and effective protection.

Pre-existing know-how

Pre-existing know-how is knowledge, technologies, copyrights, patents, etc owned by a partner before joining a consortium. It is also all knowledge that is developed by a partner in parallel to the FP6 contract.

Pre-existing know-how will always remain the property of the partner who has brought it into the project.

You are not obliged to grant the other partners free access to that knowledge, in fact it is even possible to exclude specific pre-existing know-how from use in the project.

Access-rights

Access rights -e.g. licences or user rights, enable the owner of knowledge or pre-existing know-how to give the right to other partners to use his/her knowledge or pre-existing know-how.

How to turn new technology into new profit?

5 TIPS

1. Make sure all IPR-issues are addressed in the Consortium Agreement.
2. Define your pre-existing know-how and determine if, and if so under what conditions, there is a need to include this know-how in the project.
3. Define to what extent and for how long you should grant access-rights to your knowledge and/or technology to the other project partners.
4. Try to avoid joint ownership of knowledge (especially as an SME). Establish clear ownership for knowledge created in the project, work out (sub) licensing deals. Create a joint-venture within the consortium for exploitation of joint ownership of knowledge.
5. Plan how to solve any possible future IPR-conflicts within the consortium.

