



## European IPR Helpdesk

### Fact Sheet

### *Foreground in FP7 projects*

June 2015<sup>1</sup>

Introduction.....	1
1. Ownership .....	2
2. Protection .....	6
3. Access rights.....	7
4. Dissemination .....	8
5. Use .....	11
Useful Resources .....	13

#### **Introduction**

There are many reasons why SMEs, universities, research centres and other entities participate in the Seventh Framework Programme (FP7). The results that might be created within R&D projects (i.e. foreground) is certainly one of them, since they might help these organisations in growing their business, going international or performing further research.

The purpose of this fact sheet is to give an overview of the rules concerning foreground in FP7 projects. Potential scenarios and practical hints are also provided to help you in the daily management of your projects.

Note that this document should not be read in isolation, especially if you are a newcomer. In fact, in order to fully understand the content of this fact sheet it is strongly advisable to read the "Introduction to IP rules in FP7 Projects" and three other fact sheets on the IP management during an FP7 project life cycle, available in our website<sup>2</sup>. Moreover, this fact sheet is focused on collaborative projects and therefore specific projects, such as the actions for the benefit of specific groups, are not taken in consideration.

<sup>1</sup> This fact sheet was first published in June 2012 and updated in June 2015.

<sup>2</sup> All these documents can be found at <http://www.iprhelppdesk.eu/library/fact-sheets>.

## 1. Ownership

In FP7, the general principle regulating ownership is that **foreground belongs to the beneficiary generating it**. The simplicity of this principle is merely apparent since many ownership issues may arise when running the project and might become a potential problem for beneficiaries. In order to avoid them, it is advisable to take appropriate measures to properly manage ownership issues.

### 1.1. Proving ownership

FP7 projects generally have a collaborative nature which means that beneficiaries in these projects commonly create together the results and exchange information within the process of performing research. Consequently, it may not always be straightforward to agree on who is the actual creator of a given result. To avoid a potential conflict between beneficiaries on this matter, it is therefore good practice to **keep workbooks**, such as laboratory books or log books especially suitable for the IP generated in R&D projects, or other kinds of **documentary evidence** (e.g. a properly filled Invention Disclosure Form<sup>3</sup>), which can be used to clearly demonstrate who generated a given result. This evidence should be kept in an IP Register with a back-up copy stored in a separate location.

#### Workbook checklist:

- Include a table of content and keep updating it;
- Check if the laboratory book has pre-numbered pages and if not, number each page;
- Record all you do and in a timely manner;
- Entries should be clearly dated and made in ink;
- Include enough detail to allow others to conduct the same procedure with only the laboratory book as support;
- Make an effort to be legible;
- Do not leave blank space between the text entries that you make.

### 1.2. Dealing with employees and other collaborators

The fact that beneficiaries in these projects are mainly organisations, such as companies, universities or research centres (that is, legal entities), may lead to potential problems since foreground is generated through their employees and other personnel on their behalf.

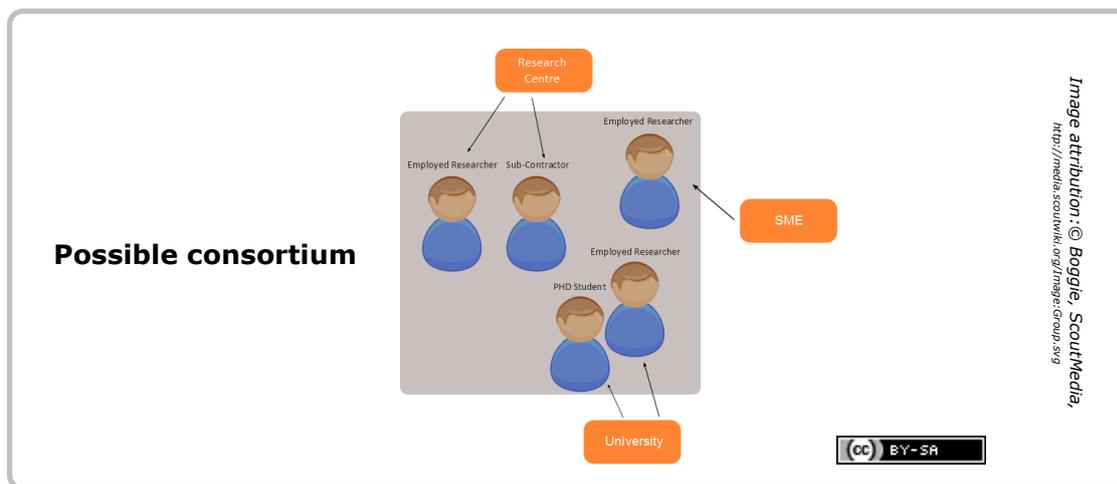
These third parties might have **personal rights**<sup>4</sup> over the creations pursuant to national regulations or a possible contractual arrangement. The problem arises in

<sup>3</sup> An Invention Disclosure Form is a document to be completed by the creators of a particular IP, setting out the details of its development, as well as details on how it is distinguished from the state of the art.

<sup>4</sup> These rights relate to the personal rights of the creator (author or inventor) on the work. Generally, included in these rights are the so-called moral rights in copyright (e.g. right to be named the author) or the right to be named as inventor in patent application. These rights cannot be assigned, but in many jurisdictions they may be waived.

particular when these individuals are entitled to IPR ownership, because that might block beneficiaries from granting access rights since they would not be the owners. In a situation like this, these beneficiaries would not be able to comply with their obligations under the grant agreement (GA) and the consortium agreement (CA).

Thus, under the GA each beneficiary has the obligation to ensure that, in the case of personnel working for them being entitled to claim rights to foreground, they can nevertheless exercise rights over foreground in a manner compatible with their obligations<sup>5</sup>. It is therefore advisable that each beneficiary assesses the potential personal rights of their personnel and, should these people be entitled to ownership, **reach an agreement for the transfer of ownership**. The agreement should take preferably (and if possible) the format of an assignment, but it could also be a licence agreement (with appropriate rights to sub-license).



### 1.2.1. Employees' creations

In most EU member states, the IPR created by employees in the normal course of employment, i.e. within their duties, generally belong to the employer and no further agreements are therefore required<sup>6</sup>.

Nevertheless, even though employees may not be entitled to IPR ownership, they may retain some rights such as the **right to be named as the author** of a book or **identified as the inventor** in patent applications. However, these rights do not clash with the beneficiaries' obligations under the GA.

<sup>5</sup> Article II.26.3 of the standard model GA.

<sup>6</sup> Some countries (such as Germany for example) foresee that employed researchers are entitled to compensation concerning the creation of patentable inventions, which should be considered by beneficiaries.

### 1.2.2. Subcontractors

Under certain conditions, beneficiaries are able to subcontract tasks to third parties for project implementation. Beneficiaries should regulate the relationship between themselves and subcontractors through a written agreement in order to ensure that they do not contradict the obligations resulting from the GA.

Ownership of IP should be one of the major concerns of beneficiaries when negotiating the subcontract, since in most countries IPR generated in commissioned works are owned by the creator (i.e. the subcontractor). Hence, beneficiaries must ensure that the results (including IPR) generated by a subcontractor reverts to them, through the **inclusion of an appropriate clause in the subcontract**. Since beneficiaries are the parties who retain responsibility towards the European Commission (EC), it is also necessary to include **other obligations** in the agreement, in particular concerning communication of information, audits and controls. Confidentiality obligations should also be considered.

### 1.2.3. Personnel performing work for academic institutions

Academic institutions should be particularly aware of this issue because it is common that non-employees, such as their students, perform work in FP7 projects. In some countries of the EU, researchers may even be entitled by law to the ownership of their creations (the so-called "professor's privilege"<sup>7</sup>). It is therefore advisable to assess these matters, consider the need to establish a **policy** and make any necessary **contractual arrangement** in order to avoid an incompatibility with the obligations under the GA.

## 1.3. Joint ownership

The research work in FP7 is often executed jointly with other partners. In case it is not possible to determine their individual contribution, as a general rule the GA establishes an automatic joint ownership.

Should partners jointly create foreground, it is highly advisable to establish a **joint ownership agreement** within a short time-limit agreed upon from the accomplishment of the result, whereby the allocation and terms of exercise of that joint ownership is regulated. The CA is a one-size-fits-all instrument that partners might also choose to deal with joint ownership, although separate joint ownership agreements could be more appropriate to regulate each specific joint

---

<sup>7</sup> The IP systems in the EU currently vary between Member States which maintain a system of professor's privilege (inventor ownership) and those which maintain a system of institutional ownership. "Professor's privilege" is the concept that the results of publicly-funded research created or developed by researchers, e.g. professors, are owned by that researcher and not by the academic institution where the research is carried out. Currently, professor's privilege regime rules in Sweden and Italy (see P. van.Eecke, J. Kelly, P. Bolger, M. Truyens "Monitoring and analysis of technology transfer and intellectual property regimes and their use" p. 43-93).

ownership situation. Please be aware that the available CA models provide different options in terms of joint ownership<sup>8</sup>.

In the absence of a specific joint ownership agreement, a default joint ownership applies<sup>9</sup>.

#### How are shares allocated in joint ownership?

Since it is often difficult to ascertain the contribution of each joint owner, it is common that shares are divided equally. However, you may determine the shares more precisely through the analysis of laboratory books.

### 1.4. Transfer of ownership

Beneficiaries are free to transfer their ownership of foreground (including results jointly owned) to another beneficiary or third party. However, there are some obligations that beneficiaries must comply with:

- The transfer should be done through an **agreement** (preferably in written form), since beneficiaries must ensure that the obligations concerning dissemination, use and access rights resulting from the GA are passed on to the new owner, as well as any subsequent owner.
- The beneficiary must give **prior notice to the other consortium partners**, with sufficient information about the new owner. According to the GA, prior notice must be given 45 days before the intended transfer or another time limit agreed by the beneficiaries (this is commonly done in the CA). The right to prior notice can be waived in the case of transfers to a specifically identified third party (e.g. a mother company).
- In case the intended transfer is done to a **third party** (including an affiliated) **with establishment in a third country not associated to FP7**<sup>10</sup>, the EC may object to such transfer, if it considers that (a) this is not in accordance with the interests of developing the competitiveness of the European economy or (b) this is inconsistent with ethical principles or (c) for security considerations. Even though the EC's right of prior notice is not foreseen in the GA<sup>11</sup>, it is advisable to do so since the EC may become aware of the transfer<sup>12</sup>.

<sup>8</sup> Article II.26.2 standard model GA.

<sup>9</sup> The default regime foresees that "each of the joint owners shall be entitled to grant non-exclusive licences to third parties, without any right to sub-licence, subject to the following conditions: a) at least 45 days prior notice must be given to the other joint owner(s); and b) fair and reasonable compensation must be provided to the other joint owner(s)"(article II.26.2).

<sup>10</sup> A list of associated countries can be found on the CORDIS website ([www.cordis.europa.eu](http://www.cordis.europa.eu)).

<sup>11</sup> Except if special clause 11 is introduced in the GA.

<sup>12</sup> Article 18.6 of the Rules for Participation.

## 2. Protection

The GA establishes the obligation of beneficiaries to protect foreground that they own before any dissemination activity, should it be capable of industrial or commercial application, and having due regard to the other consortium partners' interests. There are several consequences arising from such a principle, explained in detail below.

### 2.1. Choosing the most suitable protection

The choice of the most suitable IP protection tool must be carefully made, in order for the result at issue to be protected in the most **adequate and effective manner**, and in accordance with the other partners' **legitimate interests**. This means that, although IP protection is vital for a prospective commercial or industrial exploitation, on the other hand it is not always mandatory, given for instance the lack of industrial applicability of the results. The choice will then follow the project specificities, where the latter may suggest different alternatives for the exploitation of foreground.

Keeping the information confidential may also be appropriate, particularly in those situations where an invention requires further development.

Subject Matter	TYPES OF INTELLECTUAL PROPERTY RIGHTS FOR THE PROTECTION OF FOREGROUND					
	Patent	Utility Model	Industrial Design	Copyright	Trade Mark	Confidential Information
<b>Invention (e.g. device, process, method<sup>13</sup>)</b>	X	X				X
<b>Software</b>	X <sup>14</sup>	X		X		X
<b>Scientific article</b>				X		
<b>Design of a technology</b>			X	X		
<b>Name of a technology</b>					X	
<b>Know How</b>	X	X				X
<b>Website</b>			X	X	X	X

In patent applications, beneficiaries must not forget to include the financial statement in the description:

<sup>13</sup> Except methods excluded from patentability by virtue of Articles 52(2)(c) and (3) and 53(c) EPC.

<sup>14</sup> Software patentability is still a debated issue given its exclusion as subject matter by Article 52(2)(c) and (3) EPC. However, the Enlarged Board of Appeal of the European Patent Office is inclined to its patentability as long as the claim related to a computer program defines or uses technical means (the hardware).

*The work leading to this invention has received funding from the European Union's Seventh Framework Programme (FP7/2007-2013) under grant agreement n° xxxxxx.*

For applications in a language other than English, beneficiaries should use the correspondent translated version of the sentence, which can be found in annex IV of the *Guide to Intellectual Property Rules in FP7 Projects*<sup>15</sup>.

## 2.2. Using open source software or creative commons licenses

In the case where beneficiaries intend to put foreground on the public domain using open source or creative commons licenses, it is important to **inform the other consortium partners** as soon as possible and, preferably, before the project starts. Such an intention may be included in annex I (description of work) of the GA as well. Indeed, the legitimate interests of the other consortium members must be taken in consideration and therefore a common agreement on the use of these strategies is of utmost importance.

## 2.3. Deciding not to protect a given foreground (or abandoning protection)

In the case where a beneficiary decides not to protect valuable foreground<sup>16</sup> or to abandon protection<sup>17</sup>, it is advisable to **inform** the other consortium partners in order to allow them to express any **potential legitimate interest**. Another option is to transfer foreground to other consortium partners or to third parties, along with the associated obligations.

The EC must also be informed where the foreground is capable of industrial or commercial application so as to be able to assume ownership and take measures to protect it on behalf of the European Union, with the consent of the beneficiary concerned. Such communication must be done as soon as possible and before any important deadline<sup>18</sup>.

## 3. Access rights

Since FP7 projects are based on collaboration between participants, access rights are of great importance. The GA establishes minimum access rights to be granted to all beneficiaries. Therefore, such rights cannot be restricted, but beneficiaries can certainly agree on broader access rights, as well as on more favourable conditions.

---

<sup>15</sup> This guide is available at the following URL:

[http://ec.europa.eu/research/participants/data/ref/fp7/89593/ipr\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/fp7/89593/ipr_en.pdf)

<sup>16</sup> This would include the situation where it is decided not to extend protection of patent applications to foreign countries.

<sup>17</sup> For example, through the non-payment of patent renewal fees.

<sup>18</sup> According to the EC, beneficiaries should make this communication preferably 2 months prior to the deadline.

OVERVIEW OF MINIMUM ACCESS RIGHTS ON FOREGROUND		
	For implementation	For use
<b>Basis for the request</b>	If the beneficiary needs it for carrying out its own work in the project	If the beneficiary needs it for using its own foreground
<b>Which are the financial conditions?</b>	Royalty-free	Either royalty-free or on fair and reasonable conditions to be agreed
<b>Until when can access rights be requested?</b>	Until the end of the project	Until 1 year after the end of the project, unless another time limit is agreed
<b>Do the granted access rights include the right to sub-license?</b>	Not included , except if otherwise agreed	
<b>Do access rights include certain rights to affiliated entities?</b>	<p>Affiliated entities enjoy access rights to other beneficiaries' foreground if:</p> <ul style="list-style-type: none"> <li>(a) The Affiliated entity is established in a Member State or associated country; <u>and</u></li> <li>(b) If it needs access rights for using its own foreground (which means that the ownership of foreground must have been previously transferred by the beneficiary to the affiliated in total or placed in joint ownership with it); <u>and</u></li> <li>(c) Unless special clause 12<sup>19</sup> is included in the GA or such rights are excluded in the CA.</li> </ul>	

## 4. Dissemination

Each beneficiary must disseminate its foreground as **swiftly as possible**. Yet, disseminating is much more than a contractual obligation and should be seen as an opportunity. In fact, building a website, publishing brochures, posters and leaflets, organising press conferences and issuing press releases, and publishing scientific articles not only allows the project and the partners to connect with their peers, but also with the market. This means that beneficiaries should take the time to plan, agree on the content and coordinate an effective dissemination strategy, since such activities are very likely to put them in contact with future partners for further projects.

Keep in mind, however, that no dissemination of foreground should take place before a decision is made on its possible protection, for example as a patent or industrial design.

Moreover, in the case of beneficiaries failing to disseminate the results without any justification, the EC may disseminate them without seeking permission.

### 4.1. Financial support's statement and use of the European emblem

According to article II.30.4 of the GA, beneficiaries must include in **all dissemination actions** (e.g. articles, website, etc.) the following statement acknowledging the financial support of the European Union:

<sup>19</sup> The list of special clauses that might be included in the grant agreement can be downloaded at the following URL: [http://ec.europa.eu/research/participants/data/ref/fp7/95592/fp7-ga-clauses\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/fp7/95592/fp7-ga-clauses_en.pdf)

*The research leading to these results has received funding from the European Union's Seventh Framework Programme (FP7/2007-2013) under grant agreement n° xxxxxx.*

In the case of the dissemination being provided in a language other than English, beneficiaries should use the correspondent translated version of the sentence, which can be found in annex V of the *Guide to Intellectual Property Rules in FP7 Projects*.

Moreover, in the case of publicity material, participants must in addition display the **European emblem** and specify that the content "*reflects only the author's views and that the Union is not liable for any use that may be made of the information contained therein*"<sup>20</sup>.

#### **4.2. Continuous reporting**

Scientific publications concerning foreground published during and after the project, must be continuously reported to the EC at the latest two months following publication. The report must include sufficient details to enable the EC to identify the publication, as well as an abstract. A template for reporting is available on CORDIS.

At the same time, an electronic copy of the published version or the final version of the document accepted for publication must also be provided to the EC for publication purposes, should this not constitute any infringement of third parties rights. Additionally, whenever special clause 39 on open access is added to the GA, beneficiaries must:

- (a) deposit scientific articles through an institutional or subject-based repository; or
- (b) make their best efforts to ensure that the electronic copy is available on open access at the latest within:
  - 6 months in the thematic areas "Health", "Energy", "Environment (including Climate Change)", and "Information and Communication Technologies" (Challenges 2 and 4) and the activity "Research infrastructures"; or
  - 12 months in the thematic area "Socio-economic Sciences and the Humanities" and the activity "Science in Society"<sup>21</sup>.

#### **4.3. Plan for the use and dissemination of foreground (PUDF)**

The GA foresees the obligation to submit a final report to the EC within 60 days after the end of the project. Among other issues, it is mandatory to include in this report the PUDF. The PUDF is an extremely important deliverable of FP7 projects and it is relevant at all stages of a project.

---

<sup>20</sup> See article II.12.1 of the GA.

<sup>21</sup> For further information on "Open Access", we suggest you to consult the OpenAire webpage at the following URL: <https://www.openaire.eu/open-access-in-fp7/open-access-info/open-access-in-fp7-seventh-research-framework-programme> as well as our dedicated fact sheet available on our [library](#).

The final PUDF must describe the activities which beneficiaries have already carried out during the project implementation and still expect to develop with the purpose of allowing the dissemination and use of foreground at the end of the project. Within this document, beneficiaries have also to envisage the strategy for the management of intellectual property rights in order to demonstrate the positive impact of their project, so that the EC may justify its funding<sup>22</sup>.

#### 4.4. Beware of infringing third parties' IPR

*Possible scenario: "We included some illustrations in our website, brochure and reports because a picture is worth a thousand words! It was easy and inexpensive because we simply used pictures that we found in the internet".*

Whenever using material such as pictures or illustrations which they do not own, beneficiaries have to request **prior authorisation** to use it in their dissemination activity. This also includes material available on the internet, since copyright protection also applies to the works uploaded in the internet. Even in the situation where beneficiaries made their best efforts to identify and contact the copyright holder, but did not succeed, the use of the material in many jurisdictions is also considered an infringement. In many countries there are some exceptions, and copyright works can be used for educational purposes or quotation. Nevertheless, these exceptions are generally very tight.

##### Dissemination checklist:

- Take a decision about the protection of foreground and all required steps.
- Inform the EC (at the latest 45 days before the planned activity) in the case where the valuable foreground that you wish to disclose has not been protected.
- Inform the other consortium partners in writing 45 days before the planned dissemination activities and include enough information to allow them to analyse whether their interests are affected or not. Note that this time limit can be changed (for more or less days) in the CA. Therefore, you must check the CA to confirm the concrete time limit in the case of your project.
- Wait 30 days for any objection to the dissemination. Again, also in this case another time limit can be agreed in the CA, and consequently you must check the CA.
- Take steps to accommodate the objections eventually put forward by the other consortium partners.
- Do not forget the financial statement, logo and disclaimer.
- Beware of infringing third parties' IPR.
- In the case of scientific publications, prepare the report to be submitted to the EC.
- Include the activity in the PUDF.

<sup>22</sup> For more details on the content of the PUDF, we suggest that you consult page 7 of the fact sheet *How to manage IP in FP7 during and after the project*, which is available in our [library](#).

## 5. Use

<b>Technical cooperation agreement</b>	<b>Co-development of a technology or product</b>
<b>Licensing</b>	<b>Transfer of user rights in return for a fee or royalties</b>
<b>Assignment</b>	<b>Transfer of IPR to another individual or entity</b>
<b>Spin-off</b>	<b>Creation of a new and separate legal entity with the aim of exploiting the IP in more flexible way</b>
<b>Joint venture</b>	<b>Cooperation of partners combining their complementary resources to allow the development or production of technology</b>
<b>IPR pool</b>	<b>Bundle of IPR for a certain technology (sector) and presentation of a portfolio with high commercialisation potential</b>

Beneficiaries have to use their foreground, or ensure that it is used directly or indirectly. This might range from further research activities (development or improvement of the generated results) to commercial activities (production and marketing of new products and services).

The concrete way through which the obligation is ensured depends on the project, the intentions of the consortium partners, as well as the technology at stake.

Often beneficiaries cannot commercially exploit the results of FP7 projects on their own. They may need to enter into further partnerships. There are many possible options for exploiting foreground, some of them are shown in the side table.

### 5.1. Limitations on foreground licensing

When considering licensing foreground, beneficiaries should take care to comply with their obligations under the GA.

#### 5.1.1. Granting exclusive licenses

Beneficiaries can grant exclusive licenses on their foreground, although they must be aware of some limitations arising from their obligations under the GA:

- Granting exclusive licenses is possible once access rights are no longer available;
- Even during the time when beneficiaries can still request access rights, beneficiaries may grant exclusive licenses, as long as the other consortium partners waive their rights to request access rights;

- In the case where the exclusive license is intended to be granted to a third party established in a third country not associated to FP7, the EC should be informed.

*A consortium partner asked us to waive our right to request access rights to one invention which he created within our project. I am considering giving it since I do not really have business in the field of the invention. Should I have any special concerns?*

Before accepting to waive your right you should consider the following:

- Do you know what the concrete foreground is? This is something important so that you can be able to assess whether you could need it for using your own foreground. This might affect the exploitation of the results that you produce in the project, and therefore you should be careful;
- Even if you do not have business in the same field of the invention, it is safer to waive your rights only for what is required to allow the other beneficiary to grant the exclusive license. This means that it would be wise to limit the waiver to the application field or geographical territory of the desired exclusive license;
- Other safety precautions are to make the waiver no longer valid in the case where the exclusive license is not signed within a determined time or where the licensee does not exploit the foreground within a certain time.

### 5.1.2. Granting licenses in case of joint ownership

Should beneficiaries jointly own foreground, it is best practice to check the CA or the specific joint ownership agreement in order to analyse whether there are some contractual limitations on granting licenses. It is indeed common to include some limitations, particularly concerning exclusive licenses. In the case of consortium partners not having concluded any agreement and in accordance with the default regime established in the GA, each joint owner has the right to grant non-exclusive licenses without prior authorisation from the other joint owners, but it must:

- Give 45 days prior notice with sufficient information about the deal (e.g. royalties, geographical territory);
- Give fair and reasonable compensation to the other joint owners.

### 5.2. Valuing what you own

When considering whether to sell a product embodying IP created within a FP7 project or to license those rights, it is important to know how much to ask for it. Assessing the value of IP is therefore fundamental.

Concisely, there are several valuation criteria that, given the structure of this document, cannot be exhaustively explained. Those most relevant are:<sup>23</sup>

**Cost approach** – the technology value is expressed by costs associated with development, protection and commercialisation. All this represents the minimum recoverable by the seller, plus interest;

**Income approach** – the valuation here involves some measures indicating the amount of income that the new technology is likely to generate. The parties' respective shares and benefits should be calculated based on a royalty formula;

**Market approach** – other market transactions of similar technology are compared to determine the value of an intangible awaiting negotiation discussions.

### 5.3. Securing your rights during negotiations

When negotiating the transfer of IPR it is essential to consider the need to conclude non-disclosure agreements (NDA) with potential partners. Such an agreement will allow you to minimise the risk of disclosure of confidential information and misappropriation by the parties with whom you are negotiating<sup>24</sup>.

### Useful Resources

For the preparation of this fact sheet, the European IPR Helpdesk had in consideration the "Guide to Intellectual Property Rules for FP7 Projects".

For further information on the topic please also see:

- Fact Sheet on "Introduction to IP Rules in FP7 Projects":  
<http://www.iprhelpdesk.eu/Fact-Sheet-Introduction-to-IP-Rules-in-FP7>
- Fact Sheet on "How to manage IP in FP7 during the proposal stage":  
<http://www.iprhelpdesk.eu/Fact-Sheet-IP-Management-in-FP7-in-Proposal-Stage>
- Fact Sheet on "How to manage IP in FP7 during the negotiation stage":  
<http://www.iprhelpdesk.eu/Fact-Sheet-How-to-Manage-IP-in-FP7-During-Negotiation>

---

<sup>23</sup> For an overview of these methods and for some practical hints, we suggest you to consult "Agreeing a price for Intellectual Property Rights", a booklet prepared by the Intellectual Property Office of the United Kingdom.

<sup>24</sup> In our [library](#) you can find a fact sheet dedicated to NDAs, as well as templates to assist you drafting such an agreement.

- Fact Sheet on “How to manage IP in FP7 during and after the project”:  
<http://www.iprhelppdesk.eu/Fact-Sheet-How-to-Manage-IP-in-FP7-During-and-After-the-Project>
- “Strategic Guide to Successful Use and Dissemination of the Results of Research and Development Projects”: [http://ec.europa.eu/research/sme-techweb/pdf/use\\_diffuse.pdf](http://ec.europa.eu/research/sme-techweb/pdf/use_diffuse.pdf)
- “Exchanging Value – Negotiating Technology Transfer Licensing Agreements: A Training Manual”:  
[http://www.wipo.int/sme/en/documents/guides/technology\\_licensing.html](http://www.wipo.int/sme/en/documents/guides/technology_licensing.html)

## GET IN TOUCH

**For comments, suggestions or further information, please contact**

European IPR Helpdesk  
c/o infeurope S.A.  
62, rue Charles Martel  
L-2134, Luxembourg

Email: [service@iprhelppdesk.eu](mailto:service@iprhelppdesk.eu)

Phone: +352 25 22 33 - 333

Fax: +352 25 22 33 - 334



©istockphoto.com/Dave White

## ABOUT THE EUROPEAN IPR HELPDESK

The European IPR Helpdesk aims at raising awareness of Intellectual Property (IP) and Intellectual Property Rights (IPR) by providing information, direct advice and training on IP and IPR matters to current and potential participants of EU funded projects. In addition, the European IPR Helpdesk provides IP support to EU SMEs negotiating or concluding transnational partnership agreements, especially through the Enterprise Europe Network. All services provided are free of charge.

**Helpline:** The Helpline service answers your IP queries within three working days. Please contact us via registration on our website – [www.iprhelppdesk.eu](http://www.iprhelppdesk.eu) – phone or fax.

**Website:** On our website you can find extensive information and helpful documents on different aspects of IPR and IP management, especially with regard to specific IP questions in the context of EU funded programmes.

**Newsletter and Bulletin:** Keep track of the latest news on IP and read expert articles and case studies by subscribing to our email newsletter and Bulletin.

**Training:** We have designed a training catalogue consisting of nine different modules. If you are interested in planning a session with us, simply send us an email at [training@iprhelppdesk.eu](mailto:training@iprhelppdesk.eu).

## DISCLAIMER

This Fact Sheet has been initially developed under a previous edition of the European IPR Helpdesk (2011-2014). At that time the European IPR Helpdesk operated under a service contract with the European Commission.

From 2015 the European IPR Helpdesk operates as a project receiving funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No 641474. It is managed by the European Commission's Executive Agency for Small and Medium-sized Enterprises (EASME), with policy guidance provided by the European Commission's Internal Market, Industry, Entrepreneurship and SMEs Directorate-General.

Even though this Fact Sheet has been developed with the financial support of the EU, the positions expressed are those of the authors and do not necessarily reflect the official opinion of EASME or the European Commission. Neither EASME nor the European Commission nor any person acting on behalf of the EASME or the European Commission is responsible for the use which might be made of this information.

Although the European IPR Helpdesk endeavours to deliver a high level service, no guarantee can be given on the correctness or completeness of the content of this Fact Sheet and neither the European Commission nor the European IPR Helpdesk consortium members are responsible or may be held accountable for any loss suffered as a result of reliance upon the content of this Fact Sheet.

Our complete disclaimer is available at [www.iprhelpdesk.eu](http://www.iprhelpdesk.eu).

© European Union (2015)