



European
Commission



Intellectual Property Rights

H2020 MSCA – COFUND

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Research
Executive
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Intellectual Property Rights

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Intellectual Property Rights (IPR)
may be defined as the rights given to persons



over the creation of their minds.



IPR in the H2020 Model Grant Agreement MSC COFUND (MGA)

- *Main stipulations under SECTION 3 of the MGA :
"Rights and obligations related to BACKGROUND and RESULTS".*
- *This presentation aims at presenting an overview of IPR aspects and should not be considered as an exhaustive listing of all contractual stipulations. It reflects the author's views and does not contain any official position from the Research Executive Agency ("REA").*

1. Definitions

- **Background:** any data, know-how or information, including any attached rights,
 - held by beneficiary **prior to its accession** to the Grant Agreement with REA,
 - **needed to implement** the project.
- **Results:** any **output** of the action such as data, knowledge or information, **generated** in the action, including any attached rights.

2. Ownership of results

The beneficiary (and not the REA) owns the results it generates.

2. Ownership of results

- **Third parties** may **claim rights** to the results:
academic institutions in countries that have 'professor's privilege' regimes (i.e. researchers may have some rights to the results of university research) employees or students.
- If a third party **generates results**, the **beneficiary** must obtain all **necessary rights** from this third party, to comply with its obligations.
- The recruitment contract between the beneficiary/partner organisation and the fellow must set out arrangements on IPR. Assistance can be obtained via the IPR Helpdesk.

3. Protection of results

- The beneficiary must appropriately protect its results if possible, reasonable and justified.
- The beneficiary is in principle free to choose the **form** of protection (*i.e. Patent, Trademark, Industrial design, Copyright, Trade-secret...*)
- *Advice : beneficiaries should consider seeking IPR expert advice to help them.*

4. Access rights for EU institutions

The beneficiary must give **access to its results** (right to use them) on a ***royalty-free* basis** to the EU institutions, bodies and agencies:

- for developing **EU policies**;
- access rights limited to non-commercial and non-competitive use.

5. Exploitation of results

- The beneficiary must take measures aiming at ensuring **exploitation** of its results (use of the results (i) in further research; (ii) in **developing**, creating, marketing products or processes, or providing service; or (iii) in standardisation activities).
- This is a **best effort obligation**: to the extent possible and justified.

6. Transfer of ownership/Granting of licences

- The beneficiary may **transfer ownership and grant licenses** to its results (unless prohibited by security-related obligations in the Grant Agreement).
- **For transfer of ownership**, the beneficiary must ensure that **all** contractual obligations are passed on to the **new owner** and that the latter would pass them on in any subsequent transfer.

6. Transfer of ownerships/Granting of licences

Art. 30.3 OPTION :

The REA may **object** to transfers of ownership or to exclusive licencing of results :

- if intended to third parties established in a third country AND;
- if considered not in line with EU competitiveness interests, or ethical and security considerations.

The beneficiary must notify in advance the REA.

7. Dissemination of results

- The beneficiary must **disseminate** its results (ensure public disclosure by appropriate means) subject to exceptions, including :
 - beneficiary's legitimate interests,
 - protection of results,
 - protection of personal data.
- It may choose the form of dissemination:
 - Website
 - Presentation at a scientific conference
 - Peer reviewed publication (...)

8. Open access

Open access can be defined as the practice providing on-line access to scientific information that is free of charge to the reader.

In the MGA :

- **Open access to scientific publications;**
- **Pilot project for open access to research data.**

8.1. Open access to scientific publications

Open access DOES NOT entail an obligation to publish: it is up to researchers to decide whether they want to publish some results or not. It is only after an author has decided to publish some results, that the question of open access arises.

8.1. Open access to scientific publications

The beneficiary must ensure open access to all **peer-reviewed scientific publications** relating to its results.

- The beneficiary must deposit the peer-reviewed manuscript in a repository.
- The beneficiary must ensure open access to the publication via the repository within the **embargo period** of **6** months of publication (*12 months for social sciences and humanities*).

8.2. Open access to research data

- Novelty in H2020 = **Open Research Data Pilot.**
- Participation in the Pilot is on a **voluntary basis** ("**Art.29.3 option**").
- At the proposal submission stage, proposals will **not** be evaluated more favourably because they are part of the Pilot.

Advice

- ***If in doubt on IPR, contact us.***
- *Participants are strongly encouraged to tackle IPR issues as soon as possible during the preparation of their project and **before starting** the project.*
- *Agreements between concerned parties may also be needed to properly manage the **post-contract** phase.*



Useful links on IPR:

Research Enquiry Service

<http://ec.europa.eu/research/index.cfm?pg=enquiries>

Participant Portal

<http://ec.europa.eu/research/participants/portal/desktop/en/home.html>

European IPR Helpdesk

https://www.iprhelpdesk.eu/library/useful-documents?field_documentclassification_tid%5B%5D=149&=Apply

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AGA — Annotated Model Grant Agreement: H2020 General MGA: V2.0.1 – 12.05.2015

http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf

H2020 Model Grant Agreements MSC COFUND — Mono: September 2014

http://ec.europa.eu/research/participants/data/ref/h2020/mga/msca/h2020-mga-msca-cofund-mono_en.pdf

Useful links on Open Access :

European IPR Helpdesk - Fact Sheets

https://www.iprhelphdesk.eu/sites/default/files/newsdocuments/Open_Access_in_H2020_0.pdf

Guidelines on Open Access to Scientific Publications and Research Data

http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/oa_pilot/h2020-hi-oa-pilot-guide_en.pdf

Guidelines on Data Management

http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/oa_pilot/h2020-hi-oa-data-mgt_en.pdf

Open access (Science in Society site)

http://ec.europa.eu/research/science-society/open_access

Open access (Digital Agenda site)

<http://ec.europa.eu/digital-agenda/en/open-access-scientific-knowledge-0>

OpenAIRE

<http://www.openaire.eu/>