



FFG

## IPR Workshop

### Agreement model for CRCs in Austria

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7<sup>th</sup> May 2010

## Consortium agreement



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- regulates the **conditions of the collaboration** between the partners
- collaborating partners **conclude** the consortium agreement **before signing** the grant agreement
- FFG **provides a template** for the consortium agreement

### *Nature of this template:*

- complete contract
- use it like a form → **Exception: IPR rules !!!**
- or use it only as a checklist

## IPR relevant content of the agreement model



- Consortium agreement vs. cooperation agreement
- Background knowledge
- Foreground knowledge
- Publication and scientific use
- Defence of IPR

} Template for detailed rules

The template of “detailed rules” comprises rules which can be directly copied in the agreement or the applicants only use it as model-rules with checklist character.

## Consortium agreement vs. cooperation agreement



### Cooperation Agreement:

- consortium agreement comprises general rules
- cooperation agreements comprises more detailed rules (bilateral/multilateral)

Discrepancy between the agreements → only the rules of the consortium agreement will be applied !

### Background Knowledge:



- obligation to **provide** project-relevant **background knowledge**
- background knowledge **remains property** of the background-owner
- obligation to provide project-relevant background if it is **necessary for the use of foreground** knowledge
- the background knowledge has to be **listed in an annex** of the consortium agreement

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### Foreground Knowledge:



- foreground knowledge is **property** of the foreground **generating partner(s)**
- the foreground owner has to **protect and commercialise** the foreground knowledge
- obligation to **provide project-relevant foreground** knowledge during the project periods
- obligation to **inform FFG** if foreground will be transferred to third parties outside the consortium
- obligation to **inform the consortium partners** about new foreground knowledge **without delay**
- foreground owner(s) **bear the costs** in relation to an employee invention agreement

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### Publication and scientific use:



- **basically all research results shall be published**
- results of **basic research have to be published**
- results can be published by the partner(s), who achieved the results
- if partners achieve the result together, all of them have to **approve the publication in writing**
- partners grant each other a **royalty free, non-exclusive and unlimited licence for foreground knowledge for scientific and academic purposes**

### Defence of IPR:



- Obligation to **inform** each other about any **infringement** of background or foreground knowledge
- Every partner will **take appropriate measures to defend** the infringed background or foreground knowledge