



Workshop N°4 – IMG4 IPR

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 Government of Canada / Gouvernement du Canada

Canada 



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This presentation is not an interpretation of the EU Contractual Documents. It is not exhaustive, may contain errors and it is in no way a substitute for a professional opinion. It simply draws attention to some points of interest for the purposes of a quick indication to laymen.



FP7 EU Commission Contract IPR Principles (1)

- Foreground
 - Ownership – Property of party generating IP
 - Transfer – IP can be transferred*
 - Protection – Obligation to protect useable IP
 - Use – Obligation to use or ensure that IP is used, EU Commission can audit planned application
 - Dissemination – Obligation to disseminate subject to legitimate commercial concerns

* Specific rule for 3rd countries



FP7 EU Commission Contract IPR Principles (2)

- Access Rights
 - Background – Background IP for project should be defined and exclusions agreed
 - Principles – Rights to Foreground /BackgroundIP can be made conditional. Exclusive rights may be granted subject to the agreement of all other parties*
 - Implementation – Foreground IP and Background rights **shall** be granted to other parties if needed for the performance of their project work – royalty free. Background IP may be subject to negotiation before agreement signature

* Specific rule for 3rd countries



FP7 EU Commission Contract IPR Principles (3)

- Access Rights for Use
 - Use – Parties shall enjoy access rights to Foreground IP if it is needed in order for them to use their own Foreground. Rights shall be granted on a fair and reasonable or royalty free basis.
 - Same applies to Background IP if needed by a party to exploit Foreground IP

* Specific rule for 3rd countries



IMG4 Contract IPR Principles (1)

- The document builds the terms of the EU Project Agreement. The Commission is not a signatory but has visibility of the Consortium Agreement.
- Foreground
 - Joint Ownership – specific provisions added to clarify right of use of jointly owned IP
 - Transfer – Allows for the identification of 3rd Parties to whom IP will be transferred
 - Dissemination – Ensures that publication of IP only takes place with the owners permission



IMG4 Contract IPR Principles (2)

- Access Rights
 - Background IP – IP not listed in the agreement as being made available by the owner for the project is explicitly excluded from Access Rights
 - General Principles – Obligation to ensure that Access Rights can be granted by parties to other contractors. IP only to be used for the agreed purposes and to be non-exclusive unless agreed by all parties.
 - Access Rights for [project] Implementation – Access Rights to Foreground and Background IP required for the performance of project work shall be granted royalty free



IMG4 Contract IPR Principles (3)

- Access Rights
 - Access Rights for use – of Foreground IP needed by a party to use their own Foreground IP shall be granted on fair and reasonable terms.
 - Same applies to Background IP required for Foreground usage by a party
 - Access Rights for Internal Research Activity [Foreground IP] shall be granted on a royalty free basis



Points to note re EU-Canada Coop

- Two agreements
 - 1) EU contract – terms agreed with the EU
 - 2) Consortium Agreement providing for the additional specific requirements fo the Consortium
 - Foreground owned by creator – obligation to apply or make available for application on fair terms
 - Obligation to make available Background and Foreground to other project parties for the performance of the work on a royalty free basis