



International Association for the promotion of co-operation with scientists from the New Independent States of the former Soviet Union (NIS)



IPR issues in INTAS activities

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What is INTAS ?



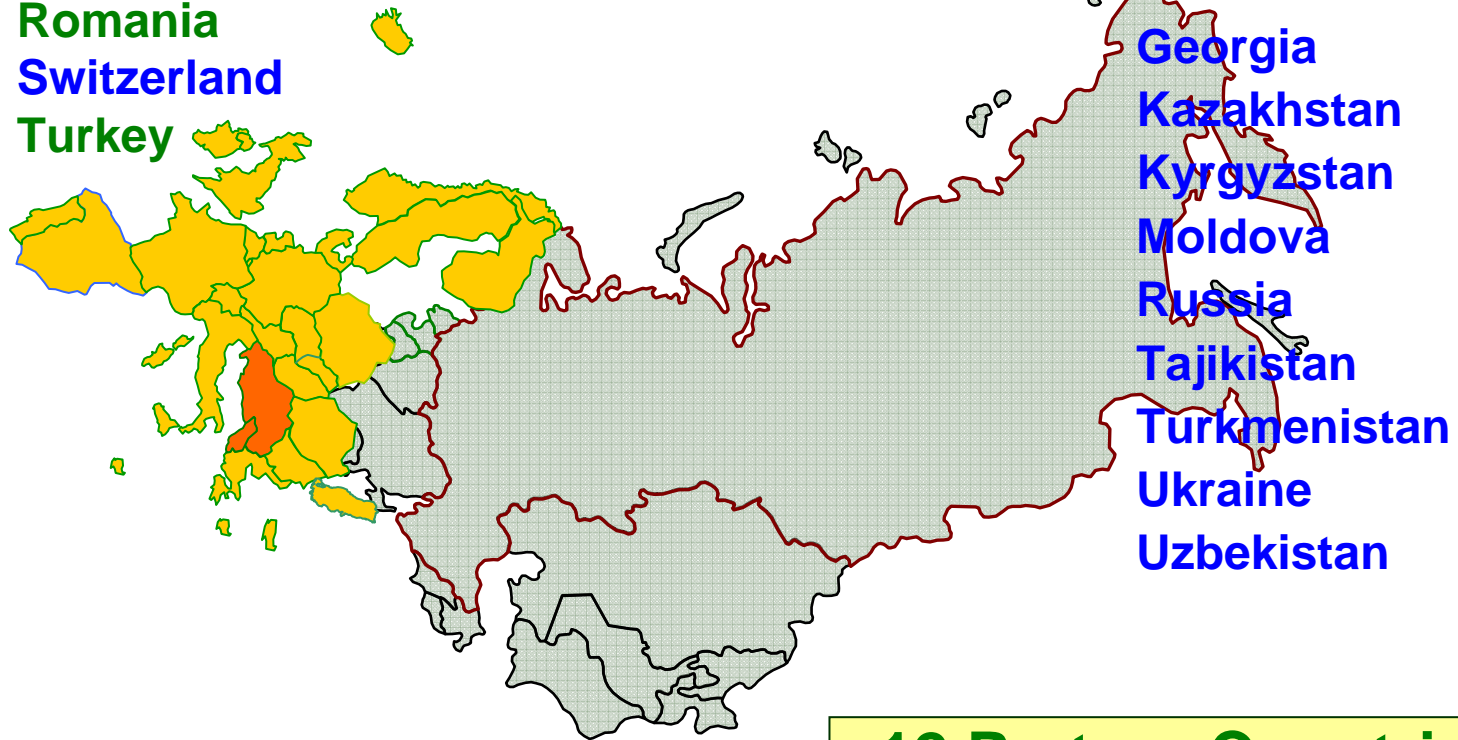
- **non-profit International Association** (aisbl) under Belgian Law;
- **established in 1993** by the European Community, the European Union Member States and like minded countries;
- To **promote scientific cooperation** between researchers in the New Independent States of the former Soviet Union (NIS) and its member states and;
- To help preserve the valuable **scientific potential** in the NIS through international cooperation

**European Union 25 Member States
European Community**

- Bulgaria**
- Iceland**
- Israel**
- Norway**
- Romania**
- Switzerland**
- Turkey**

33 Members

- Armenia**
- Azerbaijan**
- Belarus**
- Georgia**
- Kazakhstan**
- Kyrgyzstan**
- Moldova**
- Russia**
- Tajikistan**
- Turkmenistan**
- Ukraine**
- Uzbekistan**



12 Partner Countries



Basic principles



- Support *multilateral* scientific collaboration
- Cover *basic* research, *applied* research and *TD*
- Cover *all* scientific areas, but *no military research, no commercial activities*
- Search for *scientific excellence*
- Peer-review by Council of Scientists based on *external independent evaluations*
- Focus on *young scientists*
- *Largest share of grants* to NIS teams/scientists
- *Ownership of results* to teams, which generated them

What does INTAS do?



- ❖ INTAS supports **multilateral partnerships** between research institutes, universities and industry in the New Independent States (NIS) and the INTAS member states for the benefit of all partners.



- ❖ INTAS offers **grants** aimed at enabling scientists to engage in international scientific cooperation.



- ❖ Projects are submitted in the frame of **regular calls** and are selected by peer review on the basis of *scientific quality, mutual benefit and socio-economic relevance*.

Grants and Instruments



- Grants for **research projects and networks** submitted in open, thematic and collaborative calls;
- **Pre-/ Post PhD fellowships** for young NIS scientists
- Support to **Summer Schools and** other training activities
- **Innovation grants** to encourage the dissemination and use of results of scientific research;
- **Additional support measures** (Conference Grants, Infrastructure Actions)
- **ININ (INTAS FP6 NIS Information Network)** to
 - **Open the ERA to Russia and other NIS**
 - **Promote NIS participation in FP6**

ON-LINE proposal submission + evaluation + management

Open Call 2005-2006

2005 – 2006 Budget = 12 M€

A two-stage submission:

- Ist April 4 – June 14 (pre-proposals)
- IInd Sept. 5 – Jan. 10 (full proposals)

Peer-review
to assess
the merit of:

1. **Research objectives (Ist+IInd stage)**
2. **Research programme (Ist+IInd stage)**
3. **Consortium quality (IInd stage)**
4. **Project management (IInd stage)**



Thematic Calls 2005

Budget = 1,5 M€ for each call

A two-stage submission:

Ist May 3 – June 14 (EOI/LOI)

IInd Sept. 5 – Oct. 17 (full proposals)



Genomics and Proteomics applied to Human Health

- ✓ Elucidate the molecular mechanisms of infectious diseases (tuberculosis, AIDS, malaria, etc);
- ✓ Elucidate the molecular mechanisms of cancer;
- ✓ Elucidate the genetic background of the individual immunological response to those diseases.

Hydrogen Technology and Biomass Conversion for Energy Generation

- ✓ Hydrogen production technologies
- ✓ Hydrogen storage technologies
- ✓ Conversion of Biomass to Liquid Fuels (BTL) and gasification

Fellowships 2005

Objective encourage young NIS scientists to remain in science (advance their career, research in NIS, establish international contacts)

Instruments 2 types of fellowships

PhD fellowships

2 years, 2 visits (4-8 months)

duration

Basic grant up to 6,000€

Liv. allowance 800-1200€/mth

Travel costs

funding

Working towards PhD & continue for 2 years from beginning of fellowship

criteria

Post PhD fellowships

2 years, 2 visits (6-12 months)

Basic grant up to 7,200€

Liv. allowance 800-1200€/mth

Travel costs

Be in a full time research position at NIS organisation during the fellowship

+ 35 years, citizen and permanent resident of NIS



Innovation Grants (IG) 2005



Two categories

- > **Innovation Projects (IP):** exploitation of results obtained in INTAS-funded research projects, networks or fellowships
- > **Innovation Partnering Projects (IPP):** financial support for industrial application of results obtained inside or outside INTAS-funded projects & activities.



Minimum partnership

- 1 from the NIS (individual or private/public organisation) + 1 from INTAS members (private or public organisation)
- for IPP, at least 1 industrial partner from an INTAS member state

Funding

- Max. 25 000 € per IG
- Max. 25% of total for teams from INTAS members

Duration

12, 18, 24 months



Conference Grants

Objective

- Conference Organisation Grants (COG) support the **organisation** of international scientific events in the territory of **NIS countries**
- Conference Individual Grants (CIG) support **individual participation** from the **NIS countries** to international scientific events.

Funding

- **COG**: up to 20,000 € for organisational costs and travel support for participants.
- **CIG**: covers partly travel costs for individual participants

Submission/Selection

- **On-line submission. Four cut-off deadlines/year.**
- **Selection by INTAS Council of Scientists**



IPR in INTAS research projects – Rules in General Conditions, Part B, Articles 7- 10

- **IPR:** patents, registered designs, copyrights and other similar statutory rights
- **Ownership on IPR:** right to making, using or selling the IPR, including right to license others to make use or sell it
- **Foreground:** Information and IPR generated in the performance of the project
- **Background:** Information and IPR owned or controlled by a contractor not generated in the project but important or necessary for its execution



IPR in research projects – basic principles

- **Background knowledge: remains with original owner**
- **Foreground knowledge: ownership to the team(s) which generate(s) the results**
 - **Other teams receive non-exclusive, non-transferable access rights**
 - **Remuneration required in case of:**
 - * **exclusive licenses**
 - * **commercial exploitation**





IPR in INTAS projects access rights regime

	Access rights to pre-existing know-how	Access rights to knowledge resulting from the project
For carrying out the project	Yes, if a participant needs them for carrying out his own work under the project	
	Royalty-free	Royalty-free
For use purposes (exploitation + further research)	Yes, if a participant needs them for using his own knowledge	
	Fair and reasonable conditions taking into account its contribution to the exploitable result	Fair and reasonable conditions taking into account its contribution to the exploitable result



- **Complementary Contractual Regulations**
- **Any additional regulation of exchange of know-how needed?**
- **Any identification of intangible assets advisable?**
- **Any agreement on confidentiality, publications etc in addition to contract required?**
- **Any possible internal law/rule that may collide with the obligations of the INTAS contract?**



Tools and agreements

Precontractual Letters of Intent (LoI)

Memorandum of Understanding (MoU)

Confidentiality agreement

Implementing agreement



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Consortium or implementation agreement - What is it about?

- Complementary agreement concluded between the participants of the same project
- INTAS remains a third party

What for and Why?

- INTAS contract does not cover all elements of collaboration, in particular IPR regulations remain rather general (e.g. conditions for objecting publications, confidentiality)
- Regulates or specifies participants' rights and obligations among themselves
- INTAS contract suggests participants to agree between themselves in a separate agreement in order to specify and to cover special conditions
- Some IPR rules may be derogated or supplemented in this separate agreement (e.g. exclusive license, sublicensing, royalty for exploitation of results owned by the partners etc, joint ownership => different structures...)





Implementing Agreements – matters to be addressed

- **Definitions**
- **Project management issues**
 - decision-making processes...
- **Financial issues** (internal organisation, liability clauses...)
- **IPR issues** - Exclusion of pre-existing know-how, different conditions under which access rights are granted, contractual arrangements with involved scientists on IPR, inventors remuneration,
- **Applicable Law** (others... Consequences)
- **Settlement of disputes** (Litigation /Dispute Resolution)
- **Miscellaneous**

Ensure ownership of Results

Creations by personnel working for the participants

Principle: each participant has to ensure that

- it owns the knowledge generated by its personnel or
- rights to knowledge generated by its personnel can be exercised in a manner compatible with its contractual obligations under the project

- **« Personnel » concerned**

- Scientific personnel possibly with « Professor privilege » - organisation is not owner of results
- Staff employed by the participants (employees)
- Doctoral students ...
- Personnel made available by a third party
- Subcontractors



Some questions of joint ownership in implementing agreements



- Planning ahead for the assignment of shares of the rights
- Planning ahead for cost sharing
- Deciding who will file for protection of the co-owned knowledge and maintain patents and other IPR in effect
- Payment of fees for registration, maintaining procedures (e.g. in which country and from whose account), etc.
- Responsibility for detecting and taking civil or criminal actions against third parties who in any way injure the rights conferred by the IPR
- Licensing third parties to use the invention
- Consent of the co-owners for decision-making processes, etc.



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