

INTELLECTUAL PROPERTY RIGHTS (IPR) GUIDELINES

for Tecniospring INDUSTRY Beneficiaries

The present IPR Guidelines aims at making available all the **rules and conditions** set by the Grant Agreement nº 801342 signed between the European Commission and ACCIÓ to regulate the Tecniospring INDUSTRY programme and that **applies to all Tecniospring INDUSTRY Beneficiaries**, which includes all projects with reference TECSPR19, ACE003/20 and ACE003/21.

As indicated in the **Regulatory bases** (RESOLUTION EMC/1917/2019, of 9 July 2019, article 24.1.e, and RESOLUTION EMC/1446/2020, of 18 June 2020, article 23.1.e), beneficiaries must observe or adhere to “the Intellectual Property Rights established by the European Commission for the Marie Skłodowska-Curie actions of the European Union’s Horizon 2020 programme”. Therefore, beneficiaries must respect the provisions of the Grant Agreement regarding **confidentiality, protection** (adequate and effective protection) and **exploitation of results** – as well as publicity, dissemination of results, and open access (see *Open Access guidelines* and *Publicity, Dissemination & Communication rules*).

OBLIGATIONS FOR TECNIOSPRING INDUSTRY CONTRACTS AND AGREEMENTS

The **Researcher’s contract** with the Beneficiary must specify all the arrangements relating to confidentiality and intellectual property rights (in particular to access to background, exploitation of results) during the applied research project’s implementation and after.

In the case of an **outgoing mobility** and **secondments**, the Beneficiary organisation must sign an agreement or *memorandum* of understanding with the host organisation abroad, in which all the provisions listed in the present document must appear (intellectual property rights, confidentiality and exploitation of results).

ACCESS TO BACKGROUND

Beneficiary and host institution must identify and agree (in writing) on the background for the action.

‘Background’ means any data, know-how or information, whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights, that:

- a) is held by the entities before they accede to the agreement or *memorandum* of understanding, and
- b) is needed to implement the action or exploit the results.

To exercise access rights to background, this must first be requested in writing (‘request for access’).

Beneficiary and host institution must give each other access (on a royalty-free basis) to background needed to implement their own tasks under the project, unless the party that holds the background has – before acceding to the agreement–:

- a) informed the other party that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel), or
- b) agreed with the other party that access would not be on a royalty-free basis.

OWNERSHIP OF RESULTS

The **Beneficiary owns the results** it generates.

‘Results’ means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

If **third parties** (including personnel) may **claim rights to the results**, the Beneficiary must ensure that it complies with all the obligations set in the present document.

If a **third party generates results**, the Beneficiary must obtain all necessary rights (transfer, licences or other) from the third party, in order to be able to respect its obligations as if those results were generated by the Beneficiary itself. If obtaining the rights is impossible, the Beneficiary must refrain from using the third party to generate the results.

EXPLOITATION OF RESULTS

The Beneficiary must take measures aiming to **ensure ‘exploitation’ of its results** (either directly or indirectly, in particular through transfer or licensing) by:

- a) using them in further research activities (outside the action);
- b) developing, creating or marketing a product or process;
- c) creating and providing a service, or
- d) using them in standardisation activities.

If results are incorporated in a **European or international standard**, the Beneficiary must — unless ACCIÓ or the European Commission requests or agrees otherwise or unless it is impossible — ask the standardisation body to include the following statement in (information related to) the standard: *“Results incorporated in this standard have received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 801342”*

PROTECTION OF RESULTS

The Beneficiary must examine the possibility of protecting its results and must **adequately protect** them — for an appropriate period and with appropriate territorial coverage — if:

- a) the results can reasonably be expected to be commercially or industrially exploited and
- b) protecting them is possible, reasonable and justified (given the circumstances).

When deciding on protection, the Beneficiary must consider its own legitimate interest.

CONFIDENTIALITY

From the 1st day of the project's implementation and **until to 30th of November 2028**, the Beneficiary must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('confidential information').

If information has been identified as confidential only **orally**, it will be considered to be confidential only if this is confirmed **in writing within 15 days** of the oral disclosure.

The Beneficiary may use confidential information only to implement a Tecnospring INDUSTRY project.

The **Beneficiary may disclose** confidential information to its personnel or partner organisations only if they:

- a) need to know to implement the project and
- b) are bound by an obligation of confidentiality.

ACCIÓ may disclose confidential information to its staff, other EU institutions and bodies or third parties if:

- a) this is necessary to implement Tecnospring INDUSTRY programme or safeguard ACCIÓ and/or the EU's financial interests and
- b) the recipients of the information are bound by an obligation of confidentiality.

The **European Commission** must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

The confidentiality obligations no longer apply if:

- a) both the Beneficiary and ACCIÓ agrees to do so
- b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- c) the recipient proves that the information was developed without the use of confidential information;
- d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- e) the disclosure of the information is required by EU or national law.

SPECIFIC PROVISIONS FOR PUBLIC ORGANISATIONS

If the Beneficiary is a **university** or **other public research organisation** it must take measures to **implement the principles** set out in Points 1 and 2 of the *Code of Practice* annexed to the [Commission Recommendation on the management of intellectual property in knowledge transfer activities](#) (Commission Recommendation C (2008) 1329 of 10.4.2008).

ACCIÓ

 **Generalitat de Catalunya**
Government of Catalonia

