



Design, implementation and production upscaling of novel, high-performance, cluster-based catalysts for CO₂ hydrogenation

Deliverable D.7.4

IPR Policy



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Deliverable D.7.4 IPR Policy

Definitions

Capitalized terms used in this IPR Policy, including in its recitals, but not defined in it shall have the meaning ascribed to them in the Consortium Agreement and the Grant Agreement, unless otherwise stated.

Background: According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

Results: According to the Grant Agreement (Article 26) Results are defined as “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”

Intellectual Property: means technical information, inventions, developments, discoveries, know-how, methods, techniques, formulae, algorithms, data, processes and other proprietary ideas (whether or not patentable or copyrightable). Intellectual Property also includes patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any other legally protectable information, including computer software. It is the rights of the background and the rights of the foreground.

Party/parties: The project beneficiary/beneficiaries and partner organization(s)

IPR Policy

Ownership of Results

Results are owned by the Party that generates them.

In the case of any Results generated by a Researcher during a Secondment, the “Party that generates them” shall be the Party employing the Researcher unless a) agreed otherwise prior to the start of the Secondment between said employing Party and the Party hosting the Secondment, in which case the Secondment Agreement between the respective Parties shall prevail, or b) the Results qualify as joint Results under Section 8.2 of the Consortium Agreement.

Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

- (a) at least 45 calendar days advance notice; and
- (b) Fair and Reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

Transfer of Results

Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to the Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) of the Consortium Agreement requires a decision of the Supervisory Board.

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

Procedure for IP Management

The Beneficiaries will provide quarterly reports to the IPM (Intellectual Property Manager), who will evaluate and communicate to the Supervisory Board and guide the IP process. Whenever foreground IP with a potential for commercial exploitation is identified, the owners of this IP will take appropriate measures to ensure the protection of this IP, e.g., via submission of a patent application.

Prior to the patent application, the joint owners will establish a joint ownership agreement regarding inter alia the decision-taking process for filing patent applications and the jurisdiction(s) where protection will be sought, and the responsibilities for patent prosecution.

Exploitation of the generated IP will give preference to the transfer of IP to the industrial partners of CATCHY. The second priority is the creation of a spin off with the appropriate IP transfer from the beneficiaries. In all other cases rapid dissemination of the concerned knowledge will be ensured via publications in peer-reviewed journals.

In order to prevent any unwanted disclosures, a publication-release procedure, including approval by all CATCHY Beneficiaries (who have two weeks to respond) will be implemented.