

WEBINAR



IP nei progetti competitivi verso Horizon Europe

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- **H2020: Quadro regolamentare IPR e concetti base**
- IPR nella fase della proposta e nella fase di implementazione
- IPR & Exploitation: esempio pratico
- IPR & Exploitation: modello organizzativo
- Horizon Europe: Quadro regolamentare IP e concetti base
- Il ruolo dei TTO/KTO in Horizon Europe

Ricerca collaborativa	Ricerca commissionata
Università e imprese collaborano in team con un interesse comune nel raggiungere gli obiettivi di un progetto	Università svolge ricerca per l'interesse dell'impresa che affida la commessa
Ogni parte è proprietaria dei risultati che produce, in caso di risultati congiunti si prevede un regime di contitolarità	Titolarità e diritti di sfruttamento vanno negoziati
Università e imprese condividono costi e benefici	Imprese sostengono costi, università mettono a disposizione competenze
Gli accordi prevedono per imprese e università stessi diritti e doveri	Università che svolge servizio è in una posizione contrattuale più debole

3 Pilastri

Excellent Science

European Research Council
(ERC)

Future & Emerging
Technologies (FET) Marie
Sklodowska Curie Actions
(MSCA)
Research Infrastructures (RI)

Industrial Leadership

Leadership in Enabling and
Industrial Technologies (LEIT) –
ICT, KETs & Space
Access to Risk Finance
Innovation in SMEs

Societal Challenges

1. Health and Wellbeing

80 Miliardi finanziamento
Periodo 2014-2020

HORIZON DASHBOARD

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/horizon-dashboard>

Specific objectives: 1. Spreading Excellence and Widening Participation, 2. 'Science With And For Society'

European Institute of
Innovation and
Technology (EIT)

Joint Research Centre
(JRC)

EURATOM

Horizon 2020 stabilisce regole per exploitation and dissemination dei risultati dei progetti nei seguenti documenti:

- Rules for Participation

REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)"

- General legal framework applicable for the Horizon 2020 grants

REGULATION (EU) No 1291/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)

- Model grant agreement applicabile alla call (MGA Section 3)

- Annotated MGA, SECTION 3 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS,
https://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/reference-documents;programCode=H2020>



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ARTICLE 23a — MANAGEMENT OF INTELLECTUAL PROPERTY

23a.1 Obligation to take measures to implement the Commission Recommendation on the management of intellectual property in knowledge transfer activities

Beneficiaries that are universities or other public research organisations must take measures to implement the principles set out in **Code of Practice** annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities

- **The principles for an internal intellectual property (hereinafter IP) policy** constitute the basic set of principles which public research organisations should implement in order to effectively manage the intellectual property resulting from their — own or collaborative — activities in the field of research and development.

- **The principles for a knowledge transfer (hereinafter KT) policy** complement those relating to IP policy by focusing more specifically on the active transfer and exploitation of such intellectual property, regardless of whether it is protected by IP rights.

The principles for collaborative and contract research are meant to concern all kinds of research funded jointly by a public research organisation and the private sector

COMMISSION RECOMMENDATION, 10 April 2008 on the management of intellectual property in knowledge transfer activities and Code of Practice for universities and other public research organisations

<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32008H0416&from=EN#d1e32-21-1>

Chapter 6: Suspension,
Recovery, Reduction,
Termination

La protezione e valorizzazione dei risultati dei progetti Horizon 2020 richiede ai partner di progetto di condividere i diritti di accesso all'IP, necessari per lo svolgimento delle attività di progetto e per lo sfruttamento dei risultati

Background: any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, which is:

- held by participants prior to their accession to the action;
- **needed** for carrying out the action or for exploiting the results of the action; and
- identified by the participants

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

- May include: copyrights, design or patent rights, trademarks or others, and belong to the partners who have generated them

Access rights: • Each project partner has the right to request access rights to the other project partner's background and results as long as it needs them in order to carry out its work under the project or to use its own results.

• Access rights:

Licenze e diritti di utilizzo del background o dei results posseduti da altro partecipante al progetto, consentono lo svolgimento della ricerca e, se del caso, lo sfruttamento economico dei propri risultati.

Purpose for Access	Access to Background (Art. 25 GA)	Access to Results (Art. 31)
Project Implementation	royalty-free otherwise a participant accession to	
Exploitation of own Results	subject of i reasonable	fair and

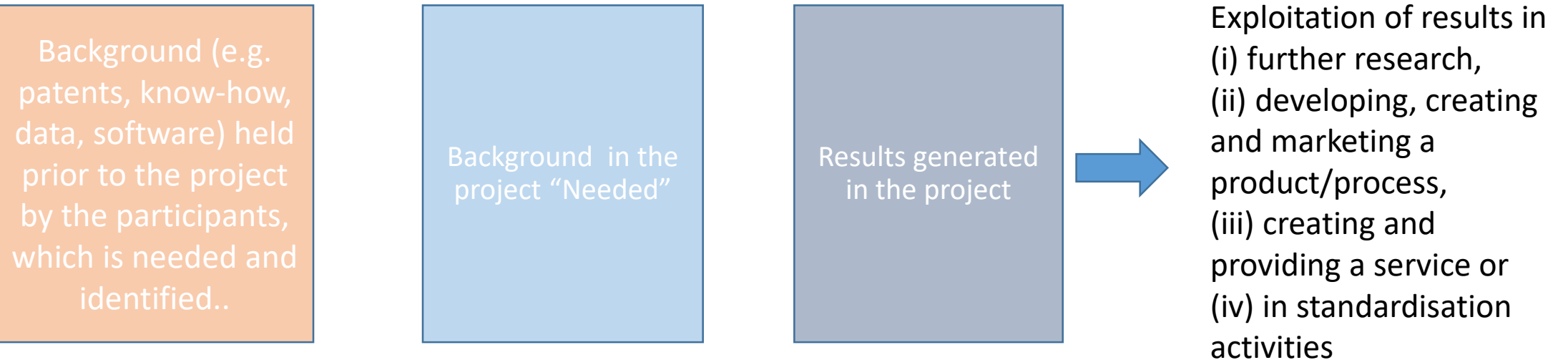
Access rights for other beneficiaries, for exploiting their own results

“unless the beneficiary that holds the background has — before acceding to the Agreement — informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel) “

Access rights for other beneficiaries, for implementing their own tasks under the action

“unless the beneficiary that holds the background has — before acceding to the Agreement —:

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



Access rights

Proposal stage

Project stage

Who owns project's results?

In Horizon 2020, il *grant agreement* stabilisce che i risultati appartengano al partecipante che li ha generati.

Vista la natura collaborativa dei progetti, spesso si tratta di realizzazione congiunta delle attività, è quindi necessario considerare il regime di **Joint ownership – Co-titolarità**

In H2020 risultati sono automaticamente in regime di co-titolarità se:

- i. sono stati prodotti congiuntamente da due o più partecipanti e
- ii. non sia possibile:
 - a. stabilire il contributo di ciascun beneficiario, o
 - b. separarli, allo scopo di fare domanda, ottenere o mantenere la loro protezione.

Regole standard contenute nel *Grant Agreement* (nel caso non ci sia Consortium Agreement /Accordo scritto co-titolarità)

ciascun co-titolare potrà riconoscere a terze parti licenze non esclusive di sfruttamento sui risultati in co-titolarità (senza diritto di sub-licenza), a patto che agli altri co-titolari siano riconosciuti:

- 45 giorni di preavviso
- un equo e ragionevole compenso.

- H2020: Quadro regolamentare IPR e concetti base
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- Horizon Europe: Quadro regolamentare IP e concetti base
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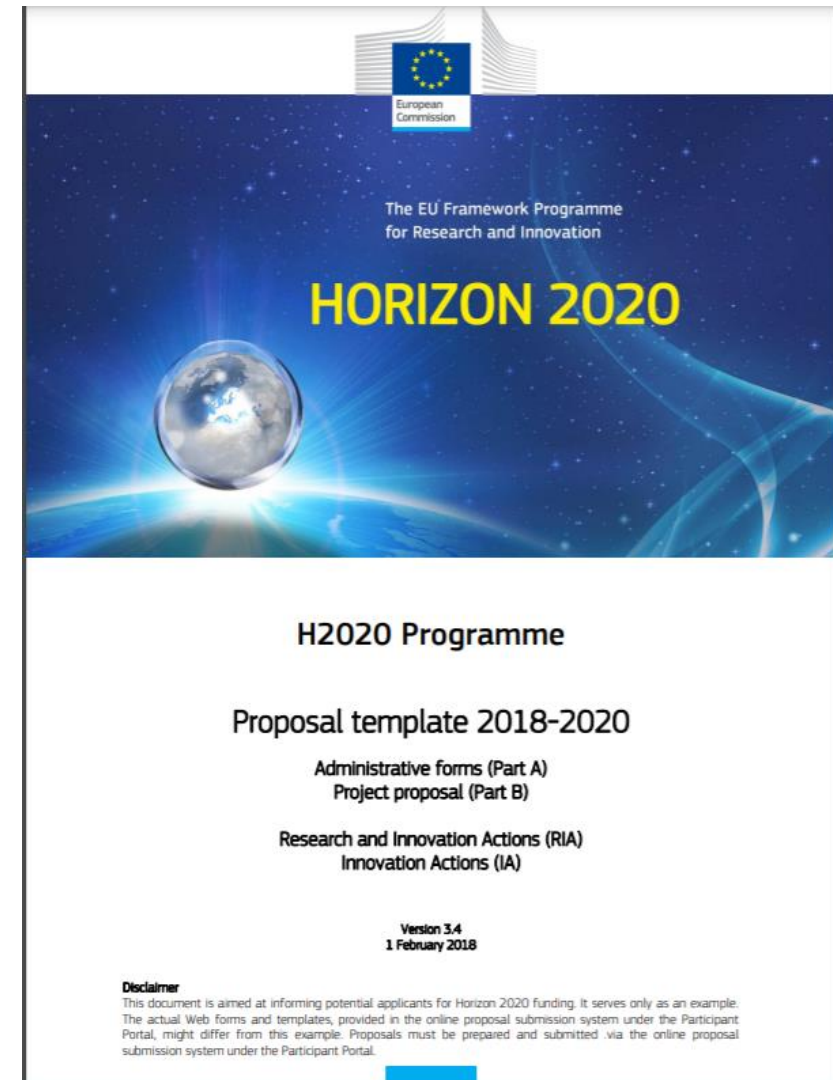
Scrittura della proposta

PART A ADMINISTRATIVE INFORMATION

- General information (coordinator)
- Participant information, (1 for each partner)
- Budget (completed by the coordinator)

• PART B TECHNICAL INFORMATION

The sections follow the evaluation criteria



- PART B: research proposal
- 1. Excellence
- 2. Impact
- 3. Quality and Efficiency
- 4. Members of the consortium
- 5. Ethics and Security

2.2 Expected Impact

“enhance innovation capacity; create new market opportunities, strengthen competitiveness and growth of companies, address issues related to climate change or the environment, or bring other important benefits for society “

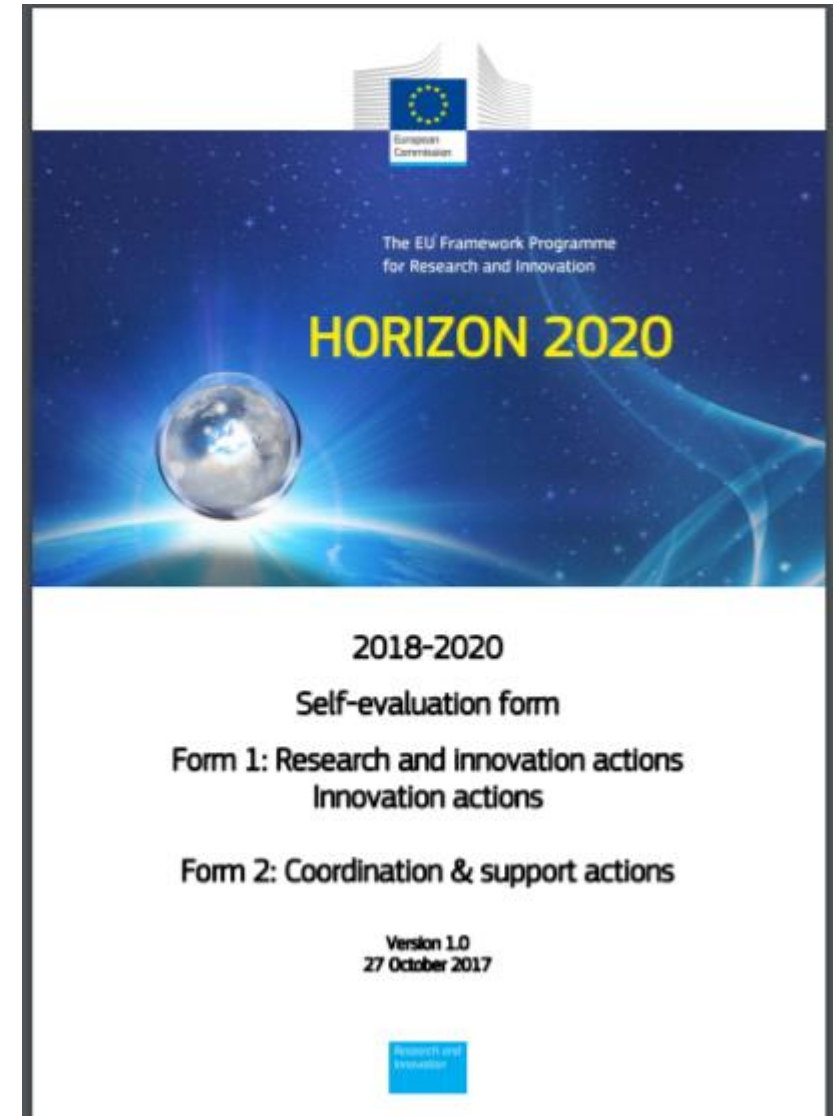
‘plan for the dissemination and exploitation of the project's results’

Your plan for the dissemination and exploitation of the project's results is key to maximising their impact, “the area in which you expect to make an impact and who are the potential users of your results”.

1.4 Ambition

Describe the advance your proposal would **provide beyond the state-of-the-art, and the extent the proposed work is ambitious.** Describe the innovation potential (e.g. ground-breaking objectives, novel concepts and approaches, new products, services or business and organisational models) which the proposal represents. **Where relevant, refer to products and services already available on the market.** Please refer to the results of any patent search carried out

- Proposals are evaluated and scored against following **selection** and **award criteria**
- **Excellence**
- **Impact**
- **and quality and efficiency of implementation.**



	Award criteria		
	Excellence <i>The following aspects will be taken into account, to the extent that the proposed work corresponds to the topic description in the work programme:</i>	Impact <i>The following aspects will be taken into account:</i>	Quality and efficiency of the implementation <i>The following aspects will be taken into account*:</i>
All types of action (except Framework Partnership Agreement; see below)	Clarity and pertinence of the objectives; Soundness of the concept, and credibility of the proposed methodology;	The extent to which the outputs of the project would contribute to each of the expected impacts mentioned in the work programme under the relevant topic;	Quality and effectiveness of the work plan, including extent to which the resources assigned to work packages are in line with their objectives and deliverables;

https://ec.europa.eu/research/participants/docs/h2020-funding-guide/grants/from-evaluation-to-grant-signature/evaluation-of-proposals_en.htm

Evaluation RIA and IA

EASIOCIOLU/IV/CIU/IV

	Award criteria		
	Excellence <i>The following aspects will be taken into account, to the extent that the proposed work corresponds to the topic description in the work programme:</i>	Impact <i>The following aspects will be taken into account:</i>	Quality and efficiency of the implementation <i>The following aspects will be taken into account*:</i>
Research and innovation actions (RIA); Innovation actions (IA)	Extent that the proposed work is beyond the state of the art, and demonstrates innovation potential (e.g. ground-breaking objectives, novel concepts and approaches, new products, services or business and organisational models) Appropriate consideration of interdisciplinary approaches and, where relevant, use of stakeholder knowledge and gender dimension in research and innovation content.	Any substantial impacts not mentioned in the work programme, that would enhance innovation capacity, create new market opportunities, strengthen competitiveness and growth of companies, address issues related to climate change or the environment, or bring other important benefits for society; Quality of the proposed measures to: <ul style="list-style-type: none"> • Exploit and disseminate the project results (including management of IPR), and to manage research data where relevant. Communicate the project activities to different target audiences	



Section 2.2(a) Dissemination and Exploitation Plan

- **to tell** the right people (**dissemination**) about the **results**
- in order to **get the results used** (**exploitation**)
- how the results will be **accessed and used**
- the **strategy for knowledge management, and protection** (**for commercial opportunities**)

during and after the project

Section 2.2(b) The Communication Activities

- the **activity plan** for **how, when and where** the messages will be delivered (communicated)
- about the **project AND its results**

**during the project – and
feeds into budget**

Assessing the state of the art

ESPACENET data on more than 120 million patent documents from around the world

<http://ep.espacenet.com>

PATENTSCOPE 91 million patent documents including 3.9 million published international patent applications (PCT)

<https://patentscope.wipo.int/search/en/search.jsf>

Google patent: <https://patents.google.com/>

Proposal stage

From the publication of the call until the deadline for submission of proposal

Letter of intent
NDA

General obligation to maintain confidentiality

During implementation of the action and for four years after the end of the project, the parties 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 a beneficiary requests, the [Commission][Agency] may agree to keep such information confidential for an additional period beyond the initial four years.

Consortium Agreement

License agreement
Sale or purchase

- Contratto che regola i rapporti tra i beneficiari necessari per lo svolgimento del progetto (suddivisione delle attività e del budget, gestione IP , responsabilità)
- Collegato al Grant Agreement per integrare e specificare le obbligazioni previste dal rapporto principale.
- EC and REA non sono parti contrattuali, non controllano contenuto solo indicazioni generali (**“How to draw up your H2020 consortium agreement”**)
https://ec.europa.eu/research/participants/data/ref/h2020/other/gm/h2020-guide-cons-a_en.pdf

Il CA deve completare disciplina prevista nel GA. In particolare si chiede

- Adottare criteri per attribuire la proprietà nel caso in cui possa spettare a più contraenti
- Definire regole relative allo sfruttamento dei risultati (sfruttamento congiunto o disgiunto)
- Specificare le clausole relative alla segretezza
- Delineare la disciplina di accesso alle conoscenze pregresse ed ai risultati da parte dei contraenti non titolari nonché le procedure per la pubblicazione dei risultati

Pincipio di base è garantire un meccanismo che favorisca la collaborazione tra le parti, incoraggi la protezione dei risultati il loro sfruttamento e disseminazione



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CONSORTIUM AGREEMENT

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Section 11: Miscellaneous

Section 12: Signatures

[Attachment 1: Background included]

[Attachment 2: Accession document]

[Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.2.]

[Option: Attachment 4: Identified Affiliated Entities according to Section 9.5]

[Attachment 5: List of initial members of the Consortium Bodies and other contact persons]

[Attachment 6: List of the Party's bank account details]

[Attachment 7: Material Transfer Agreement - draft]

In Horizon 2020, i risultati sono automaticamente in regime di co-titolarità se:

- i. sono stati prodotti congiuntamente da due o più partecipanti e
- ii. non sia possibile:
 - a. stabilire il contributo di ciascun beneficiario, o
 - b. separarli, allo scopo di fare domanda, ottenere o mantenere la loro protezione.
- E' buona prassi stabilire nel *Consortium Agreement* le regole tra i partner relative a risultati in co-titolarità. Tuttavia, poiché il consortium agreement acquista efficacia prima dell'avvio del progetto e della creazione dei risultati, è consigliabile durante l'attuazione del progetto sottoscrivere un **accordo di co-titolarità separato**, che definisca in termini concreti l'allocazione e i termini di esercizio della titolarità.

- Joint ownership
- 8.1 Ownership of Results Results are owned by the Party that generates them
- **Option 1** Unless otherwise agreed: - each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research 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.
- **Option 2** In case of joint ownership, each of the joint owners shall be entitled to Exploit the joint Results as it sees fit, and to grant non-exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners. The joint owners shall agree on all protection measures and the division of related cost in advance.

Section: Results

8.1 Ownership of Results

- Results are owned by the Party that generates them.

8.2 Joint ownership

- For the avoidance of doubt, the default provisions of Article 26.2 of the Grant Agreement shall not apply. Unless otherwise agreed in writing between the Contributors (as defined in 8.2.1), this Section 8.2 shall apply.

8.2.1

The Contributors shall in all cases be at liberty to agree in writing something different to Section 8.2. , so long as such different agreement:

- (i) does not prejudice the Access Rights or other rights of the other Parties and
- (ii) is agreed to in writing explicitly mentioning the Results to which the following conditions shall not apply and
- (iii) does not contradict any provision of the Grant Agreement.

8.2.2 With the exception of 8.2.3, Desca option 1 applies, for this section:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).




Clausole importanti da includere nell'accordo di co-titolarità:

- ❑ condizioni specifiche per la concessione di licenze;
- ❑ criteri o principi per un'equo e ragionevole compenso' da riconoscere agli altri co-titolari, nel caso sia riconosciuta a terze parti una licenza non esclusiva (se del caso);
- ❑ gestione delle controversie;
- ❑ ripartizione delle quote di proprietà;
- ❑ se e come i risultati in co-titolarità verranno tutelati, incluse le questioni afferenti ai costi di protezione o alla suddivisione di profitti e ricavi
- ❑ modalità di sfruttamento e disseminazione dei risultati in co-titolarità.

L'accesso ai risultati deve essere riconosciuto, se necessario:

- a) agli altri partecipanti al consorzio, per l'attuazione del progetto o lo sfruttamento dei risultati;
- b) a organizzazioni collegate con sede in uno Stato membro o in un paese affiliato, per lo sfruttamento dei risultati conseguiti dal partecipante a cui esse sono collegate (a meno che non sia stato diversamente convenuto nel Consortium Agreement).

I partecipanti sono liberi di concedere ulteriori diritti di accesso, così come stabilire condizioni di accesso più favorevoli o stabilire ulteriori condizioni:

DIRITTI DI ACCESSO		EXAMPLE
<i>Diritti di accesso ulteriori</i>		Diritti di accesso a società collegate che non abbiano sede in uno Stato membro UE o in un paese associato
<i>Diritti di accesso più favorevoli</i>		Diritti di accesso ai partecipanti con diritto di sub-licenza
<i>Ulteriori condizioni</i>		Diritti di accesso a partecipanti con ulteriori obblighi di confidenzialità (ad es. un periodo più lungo di efficacia degli obblighi).

Attachment 1: Background included

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

As to **Università degli Studi di Trento**, it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of Università degli Studi di Trento shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

Attachment 1: Background included

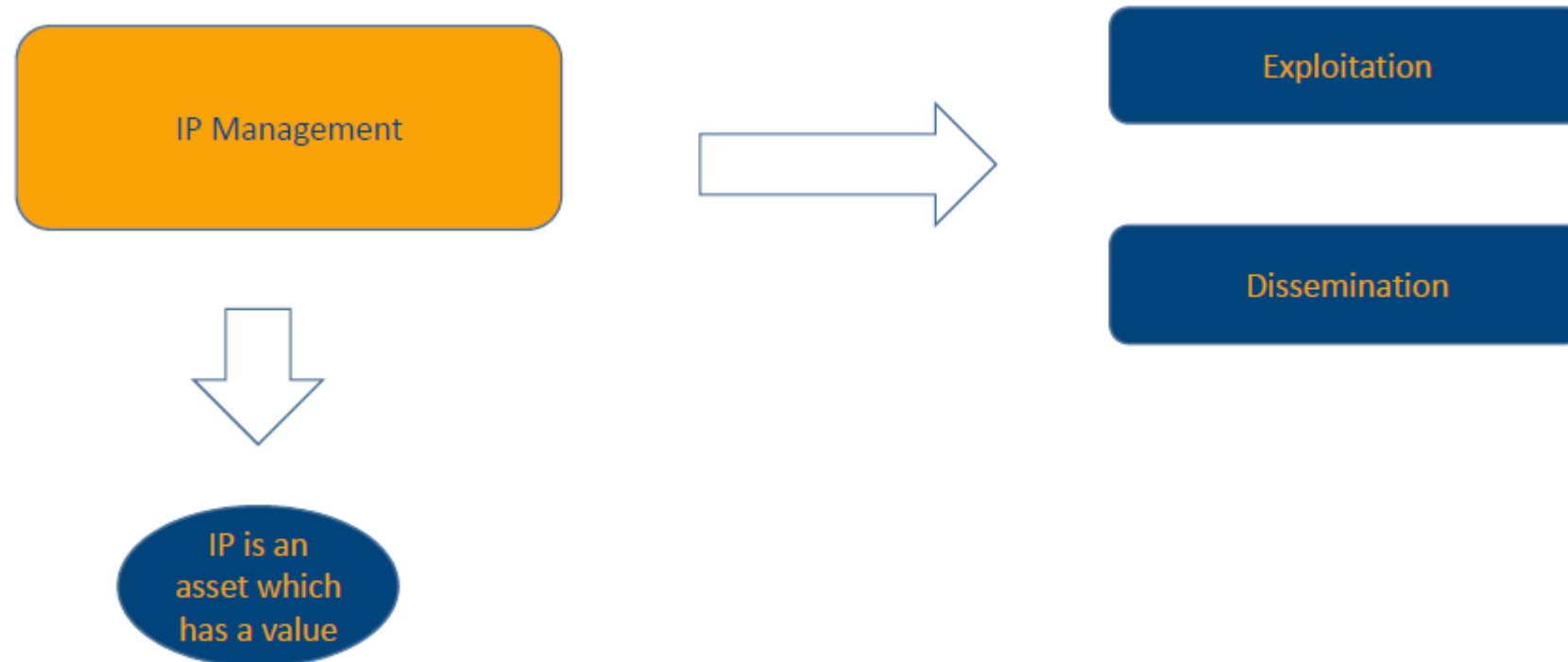
As to University of XX it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
AxModels open source project; https://xxxxxxx License, Version 2.0, May 2014, http://www.xyz..	AxModels License, Version 2.0 license conditions must be observed.	AxModels License, Version 2.0 license conditions must be observed.
Code projects based on CodeableModels under development in our research group (e.g., applicable models, metamodels and code detectors). If such background source code is required in the PROJECT solutions by our group, it will be made available to partners under AX Models License, Version 2.0, May 2014, http://www.xyz..	AxModels License, Version 2.0 license conditions must be observed.	AxModels License, Version 2.0 license conditions must be observed.

Trasferimento Risultati (art.30 GA) 8.3. Transfer of Results

- accordo (preferibilmente in forma scritta), dato che i beneficiari devono garantire che gli obblighi del/i partner in uscita /i trasferiti del Grant Agreement siano trasferiti in capo al nuovo proprietario. L'obbligo di trasferirli ad ogni partner in uscita.
 - gli altri partner del consorzio che (potrebbero richiedere) diritti di accesso ai risultati. I partner in uscita devono informare i partner in entrata 30 giorni prima del trasferimento dei risultati al nuovo proprietario. E' possibile che i partner in uscita trasferiscano i risultati preventivamente nell'ipotesi di uscita anticipata. Le parti in uscita dovranno individuare, normalmente nell'accordo di trasferimento, i risultati che saranno trasferiti.
- 8.3.2. It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this 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.
- 8.3.3. 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) after signature of this Agreement requires a decision of the General Assembly. The minutes of the meeting of the Steering Committee should report the motivation of the decision..



	,
IP utilizzata nel progetto	Access rights ai risultati, background e diritti di terzi
IP generata dal progetto	Identificazione, titolarità, gestione
IP assessment	Prior art, valutazione mercato, strategie di protezione e sfruttamento
IP Tutela	Brevetti, diritti d'autore, marchi, ecc
IP Dissemination ed exploitation (use)	Ricerca, didattica, policy, ecc

- Identificazione proattiva di IP (Progetto, CA e reportistica CE)
- Utilizzare modelli standard Technology disclosure (UNITN
<https://www.unitn.it/ateneo/1290/valorizzazione-della-proprieta-intellettuale>)
- Identificare tipologia IPR rilevanti
- Identificazione titolarità e gestione in relazione a quanto deciso nel progetto ed in CA

Subject Matter	Brevetto	Modello di Utilità	Disegno Industrial e	Copyright	Marchio	Informazion e Confidenzial e
Invenzione	X	X				X
Software	X ^S	X		X		X
Articolo Scientifico				X		
Design di una tecnologia			X	X	X	
Nome di una tecnologia/progetto					X	
Know How	X	X				X
Website			X	X	X	X

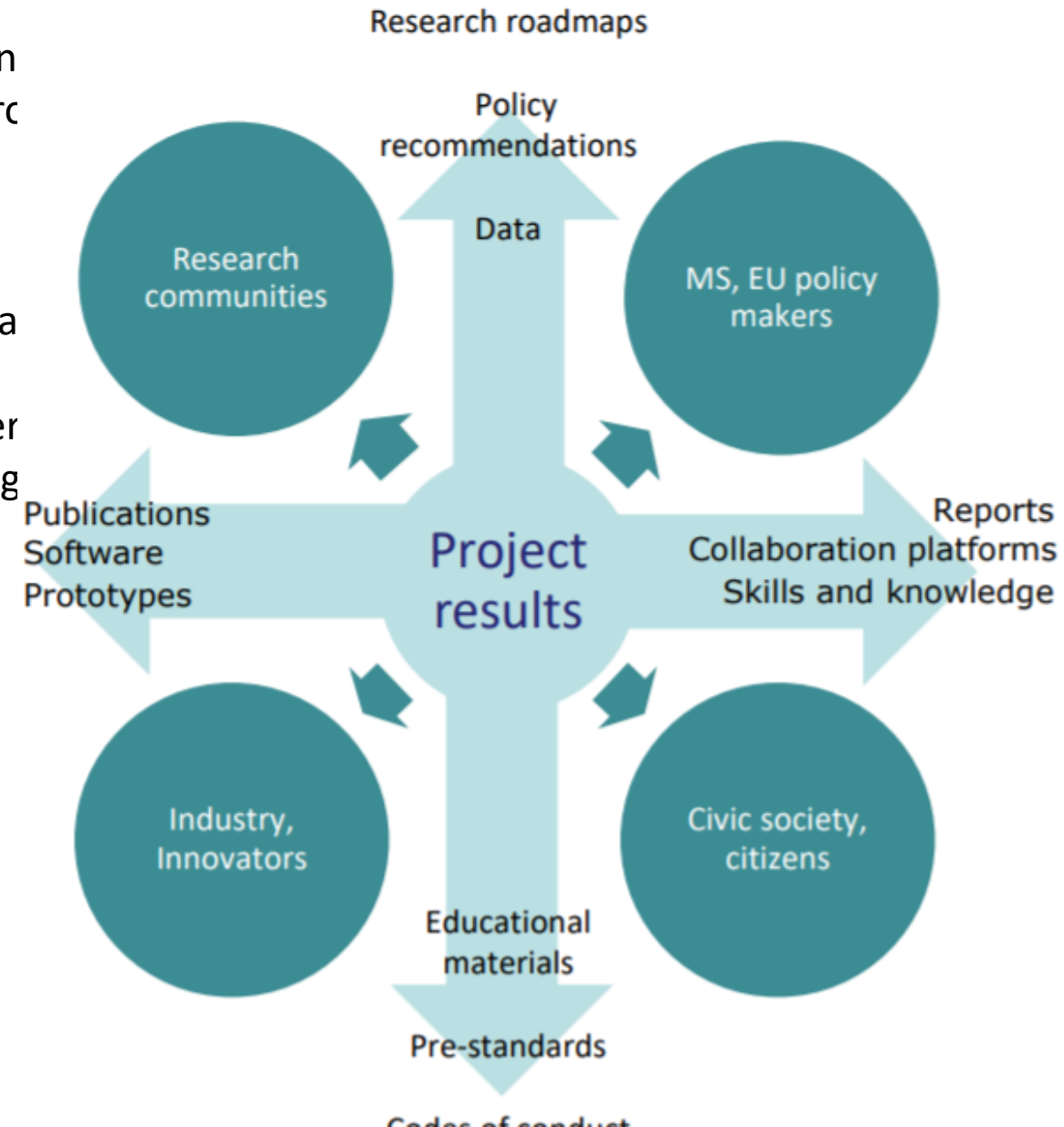
Obbligo di disseminare deriva Grant Agreement, tutela legittimi in necessaria, dovuta ai loro impieghi riguardanti in particolare la prc

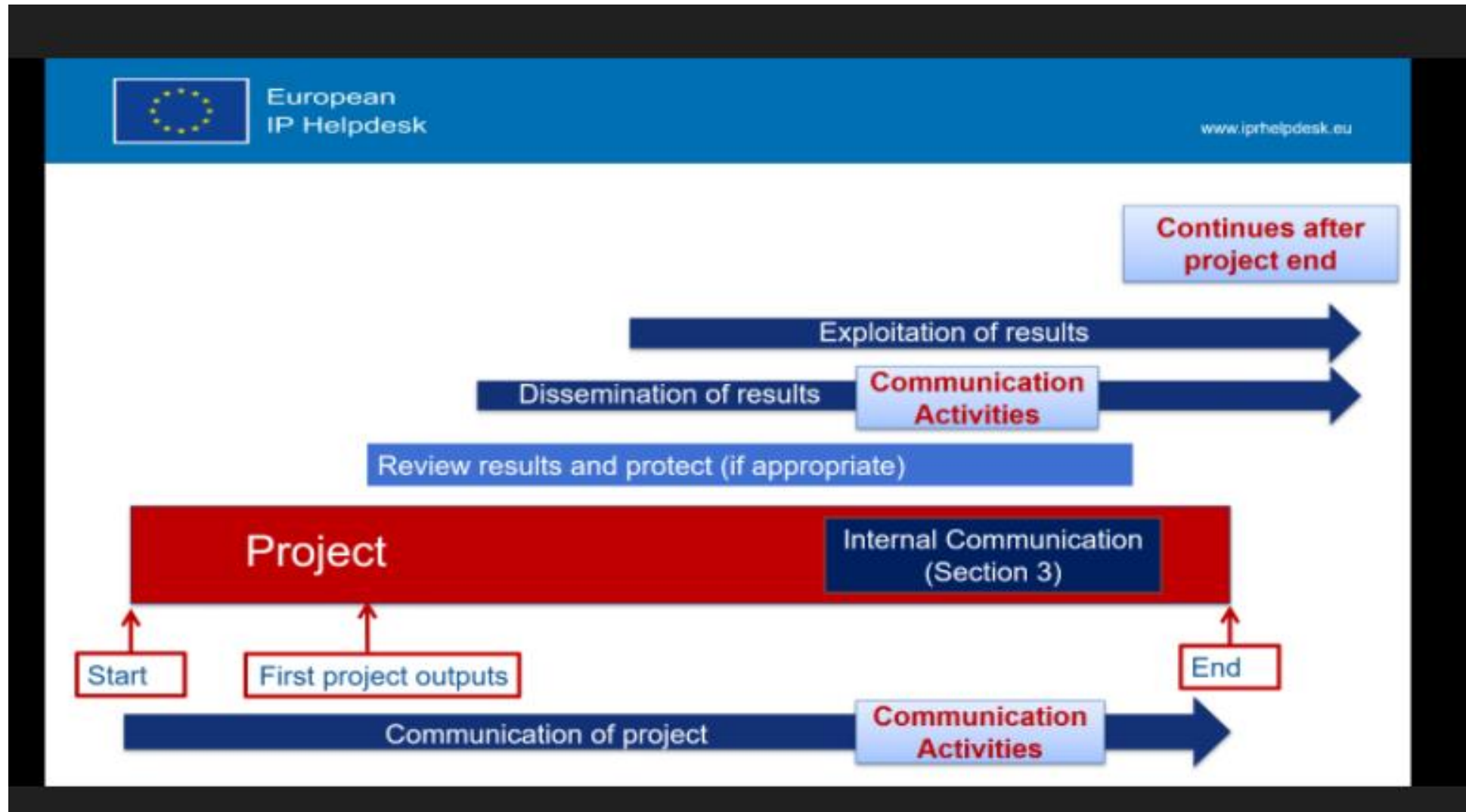
Proteggere i risultati prima di qualsiasi divulgazione pubblica

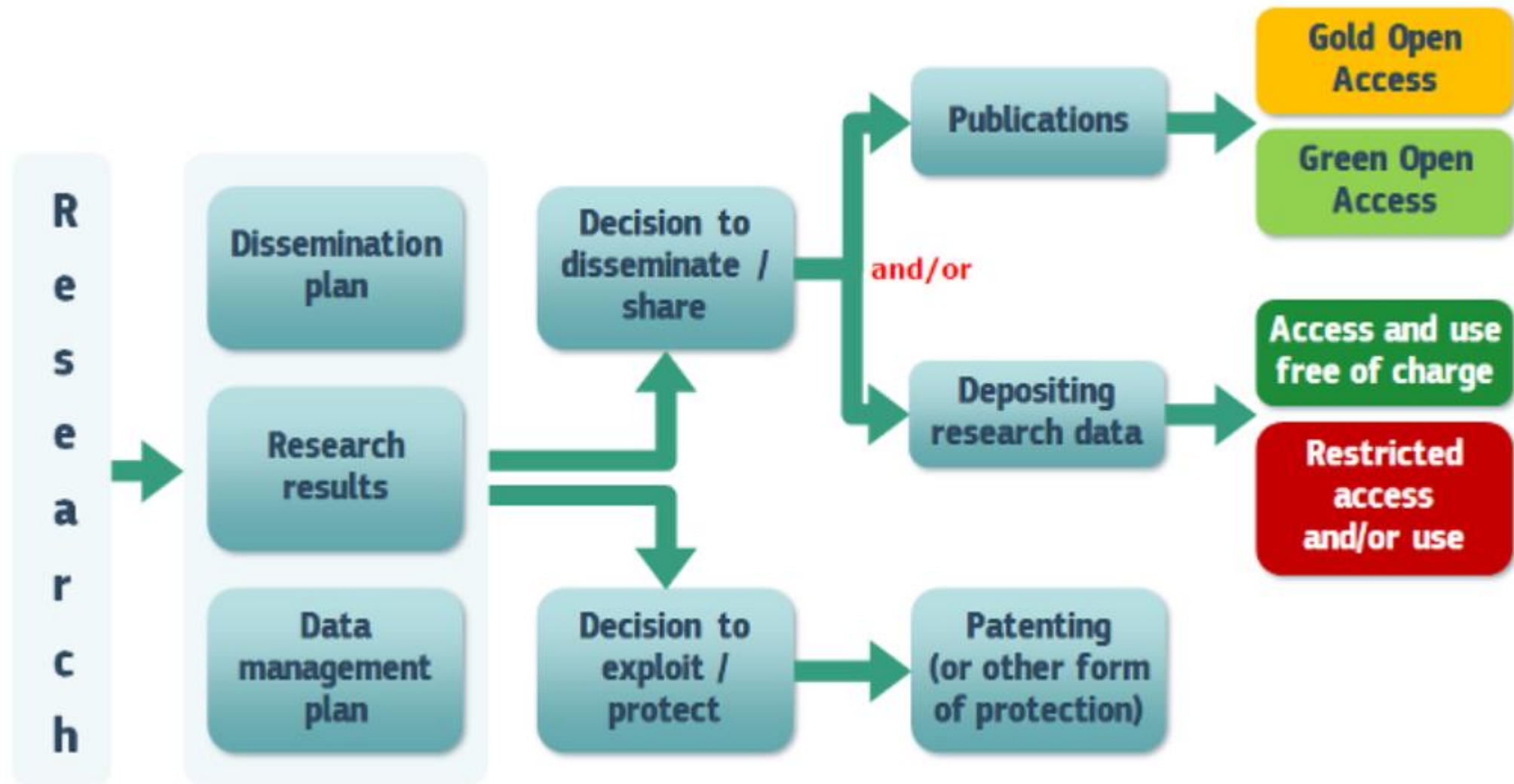
Consortium agreement: Procedure per protezione dei risultati e la

Prima di ogni attività di disseminazione consultazione altri partner consultati al fine di poter esercitare il loro diritto di obiezione (30g causare danni significativi al loro background o ai risultati).

Differenti limiti di tempo all'interno del Consortium Agreement.

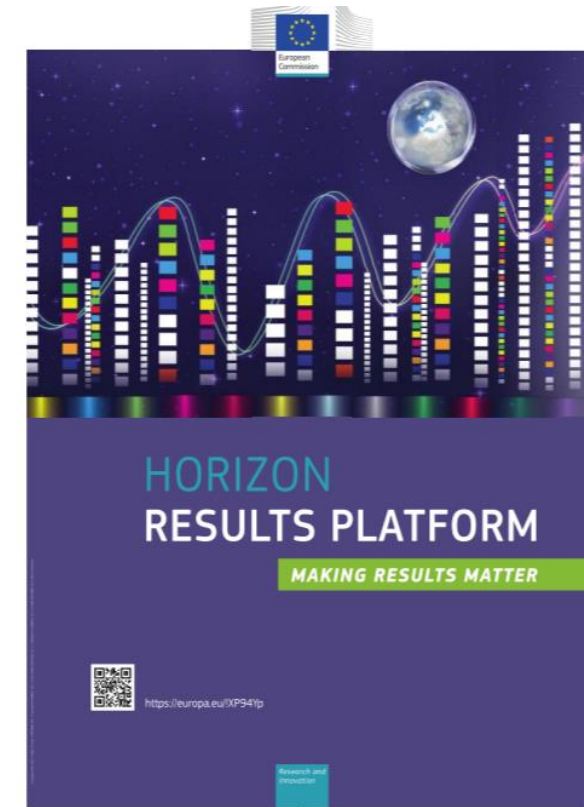






Dissemination and Exploitation Tools

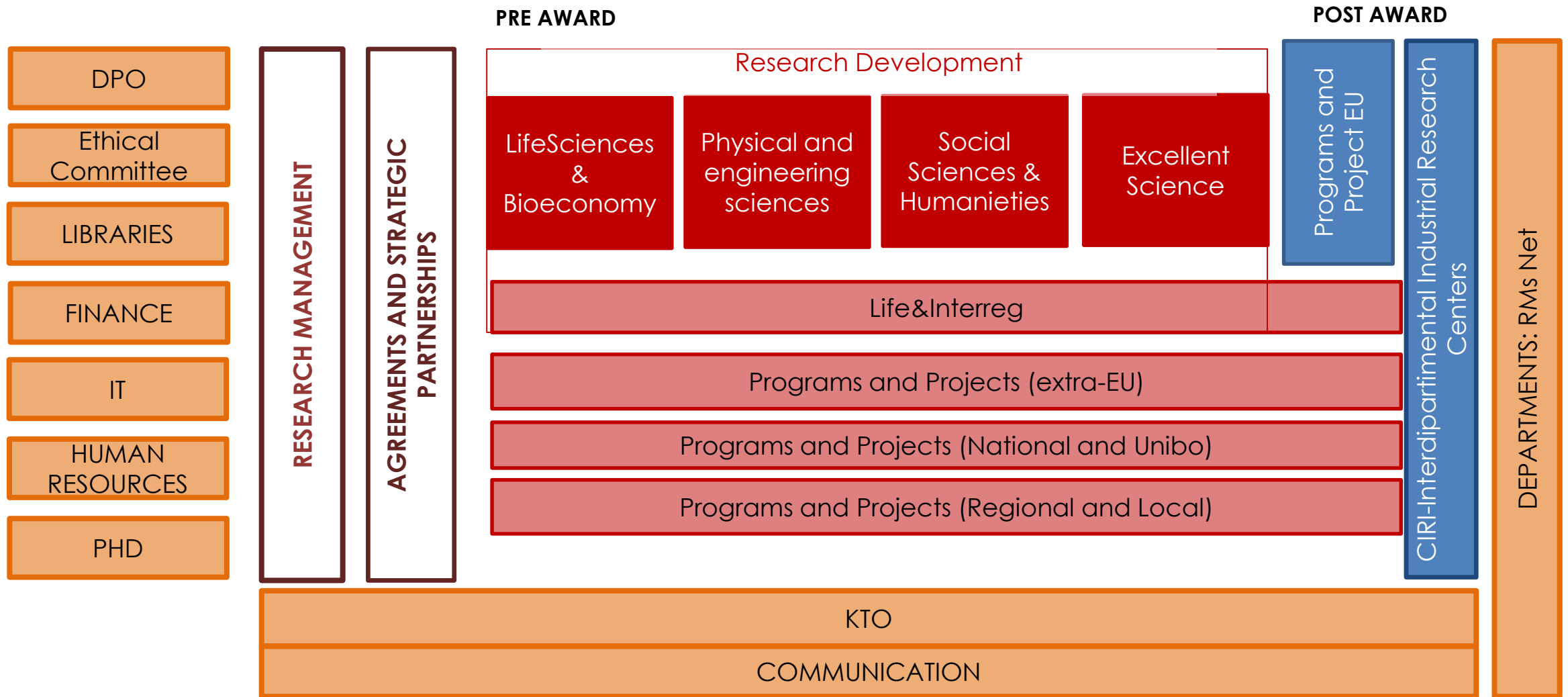
1. H2020 Dashboard
 2. CORDIS https://data.europa.eu/euodp/en/data/dataset?q=cordis&ext_boolean=all&s
 3. Horizon Results Platform: Pilot - Horizon Results Platform
 - Risultati dei progetti presentati attraverso sales-pitch style abstract, video, PowerPoint presentation(s),
 - Per settore, area geografica, con keywords.
-
1. Innovation Radar (IR) <https://www.innoradar.eu/>
 2. The D&E Booster <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/d-e-booster>



- H2020: Quadro regolamentare IPR e concetti base
- IPR nella fase della proposta e nella fase di implementazione
- **IPR & Exploitation: esempio pratico**
- IPR & Exploitation: modello organizzativo
- Horizon Europe: Quadro regolamentare IP e concetti base
- Il ruolo dei TTO/KTO in Horizon Europe

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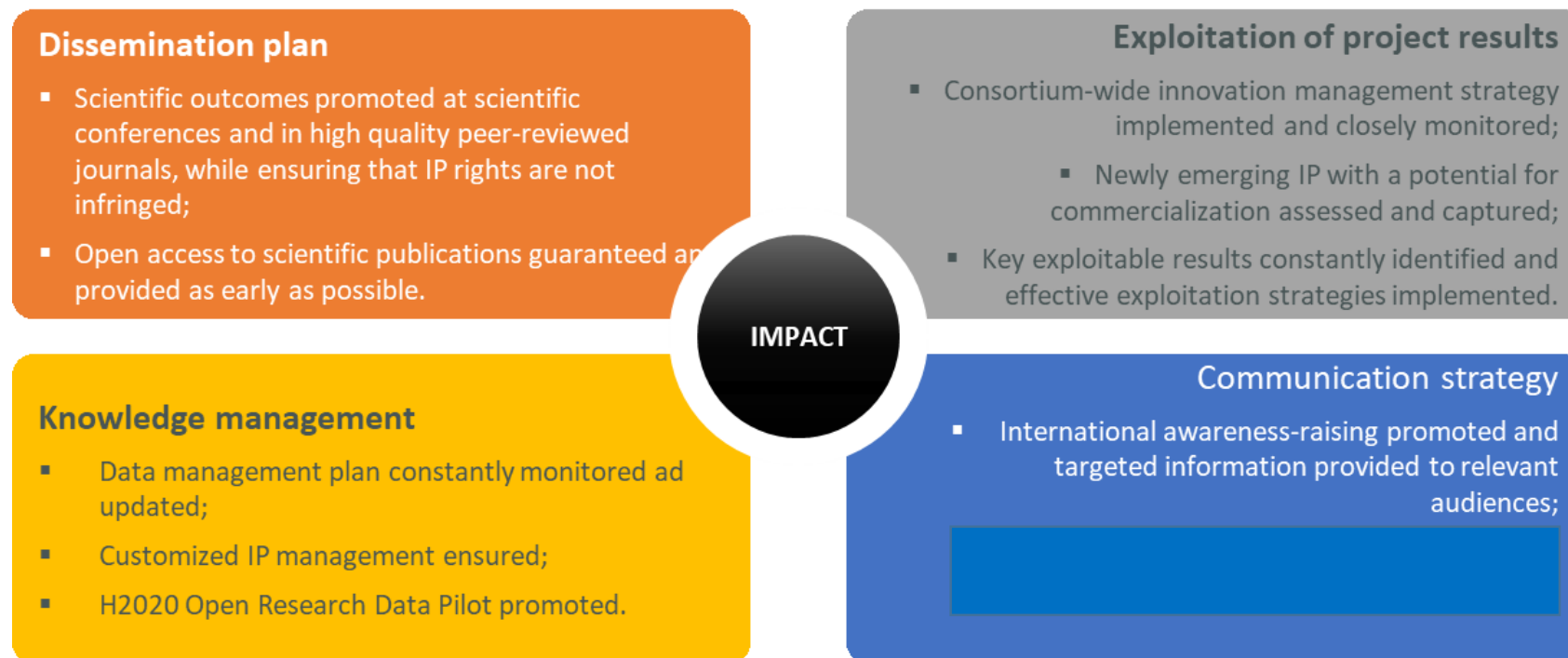
ARIC - Research Service Division



Excellence
WHAT?

Impact
SO WHAT?

Implementation
HOW?



Ricercatori

non hanno le competenze per scrivere bene sezione impatto, sono concentrati sulla parte scientifica

Partenariati

in genere coinvolgono un partner dedicato a Dissemination/Exploitation WP leader che però non sempre è «committed» in fase di proposta

Manager
del Grant
Office

che supportano la progettazione non hanno, generalmente, competenze/«sensibilità» rispetto a exploitation/IPR

Proposal

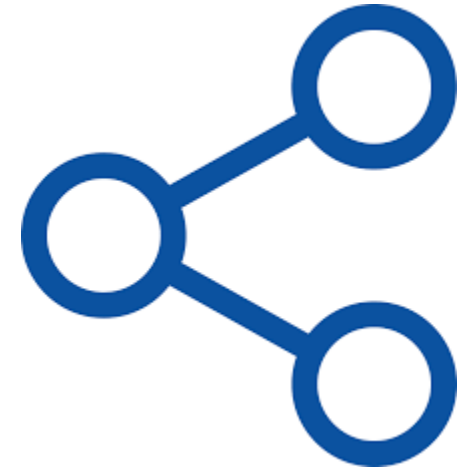
sezioni «communication/dissemination/data management» sono più standard mentre IPR/exploitation devono essere «customizzati» in funzione dei risultati attesi

Un nuovo ruolo: «Impattologo»

- Incardinato @Grant Office ma formato @KTO
- Cerniera KTO/Grant Office

Task:

- migliorare sezione Impact proposte per aumentare rate di successo
- scouting su risultati progetti finanziati, da passare poi al KTO per valorizzazione



- H2020: Quadro regolamentare IPR e concetti base
- IPR nella fase della proposta e nella fase di implementazione
- IPR & Exploitation: esempio pratico
- IPR & Exploitation: modello organizzativo
- **Horizon Europe: Quadro regolamentare IPR e concetti base**
- Il ruolo dei TTO/KTO in Horizon Europe

Horizon Europe webpage

https://ec.europa.eu/info/horizon-europe-next-research-and-innovation-framework-programme_en#latest

Corporate Model Grant Agreement Corporate MGA — Multi & Mono

<https://ec.europa.eu/transparency/regdoc/?fuseaction=list&cotelId=3&year=2020&number=3759&version=ALL&language=en>

Implementation Strategy

https://ec.europa.eu/info/sites/info/files/research_and_innovation/strategy_on_research_and_innovation/documents/ec_rtd_implementation-strategy_he.pdf

THE NEXT EU RESEARCH & INNOVATION INVESTMENT PROGRAMME (2021 – 2027)

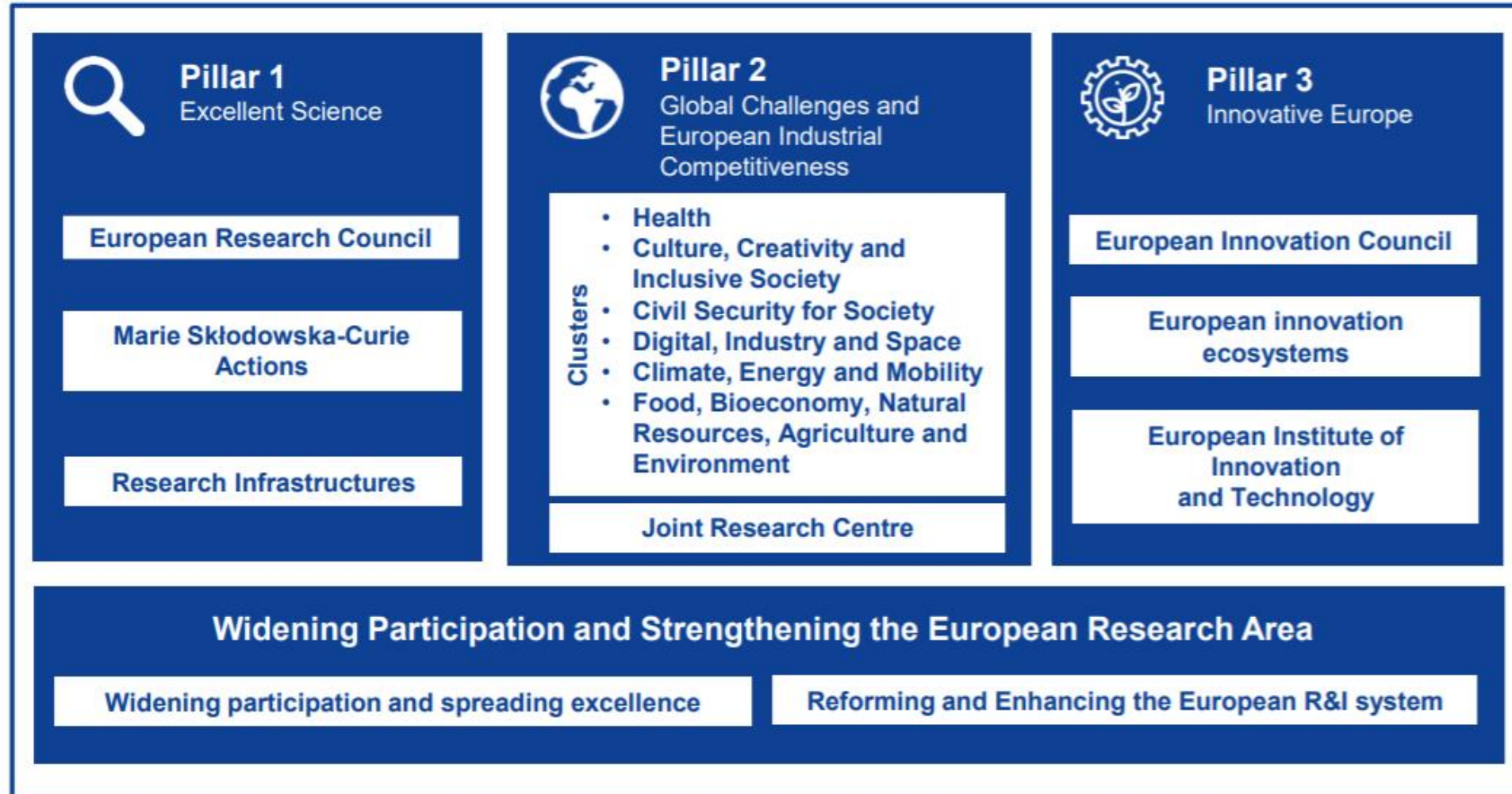
Our vision

A sustainable, fair and **prosperous** future for **people** and **planet** based on European values.

- Tackling **climate change** (35 % budgetary target)
- Helping to achieve **Sustainable Development Goals**
- Boosting the Union's **competitiveness and growth**



Horizon Europe: Preliminary structure



Lessons Learned from Horizon 2020 Interim Evaluation



Support breakthrough innovation



Create more impact through mission-orientation and citizens' involvement



Strengthen international cooperation



Reinforce openness



Rationalise the funding landscape



Encourage participation



Key Novelties in Horizon Europe

European Innovation Council

R&I Missions

Extended association possibilities

Open science policy

New approach to Partnerships

Spreading Excellence

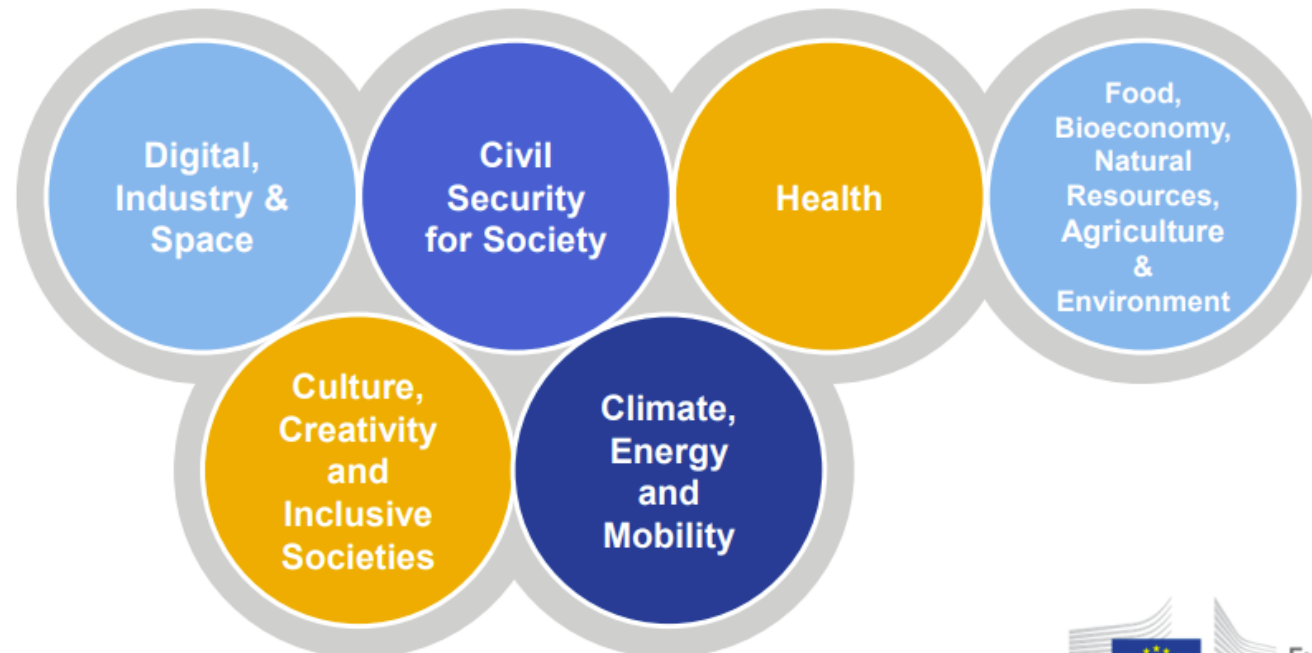
Rules for participation: continuity and simplification

Pillar 2 - Clusters

Global Challenges & European Industrial Competitiveness: Cultura rettangolare

boosting key technologies and solutions underpinning EU policies & Sustainable Development Goals

Commission proposal for budget: € 52.7 billion



Pillar 3

INNOVATIVE EUROPE:

stimulating market-creating breakthroughs and ecosystems conducive to innovation

European Innovation Council

- Support to innovations with breakthrough and market creating potential

Commission proposal: € 10.5 billion, incl. up to € 500 million for ecosystems

European innovation ecosystems

- Connecting with regional and national innovation actors

European Institute of Innovation and Technology (EIT)

- Bringing key actors (research, education and business) together around a common goal for nurturing innovation

Commission proposal: € 3 billion



R&I Missions

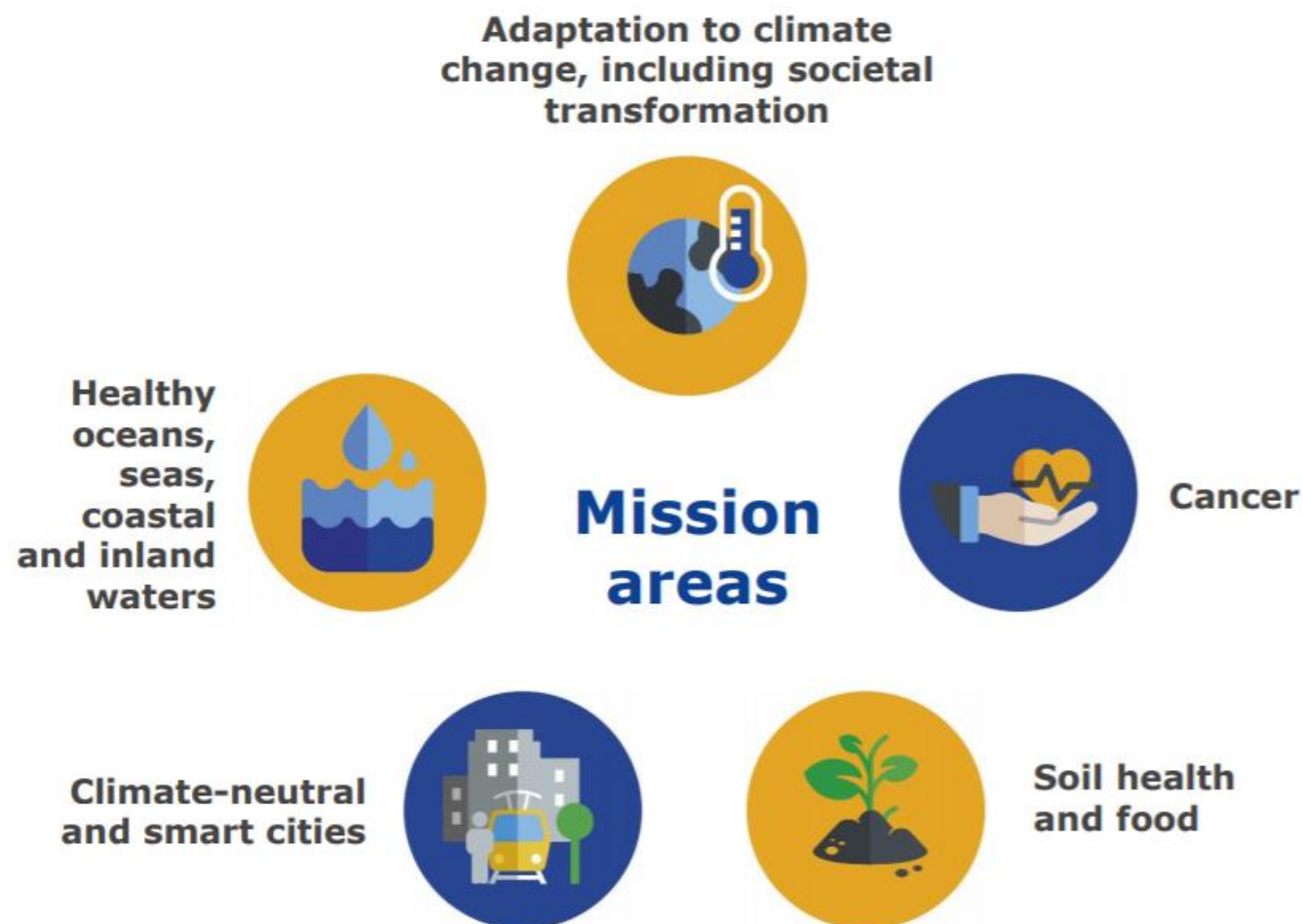
R&I Missions

Relating EU's research and innovation better to society and citizens' needs; with strong visibility and impact

A mission is a portfolio of actions across disciplines intended to achieve a **bold and inspirational and measurable goal** within a set timeframe, with **impact** for society and policy making as well as relevance for a significant part of the European population and wide range of European citizens.

Horizon Europe defines mission characteristics and elements of governance, and 5 missions areas.

Specific missions will be programmed within the Global Challenges and European Industrial Competitiveness pillar (drawing on inputs from other pillars)



<https://missions-get-involved.ec.europa.eu/pages/atm1?locale=it>

Partly inspired by the Apollo 11 mission to put a man on the moon, European research and innovation missions aim to deliver solutions to some of the greatest challenges facing our world. They are an integral part of the Horizon Europe framework programme beginning in 2021. Each mission is a mandate to solve a pressing challenge in society within a certain timeframe and

budget •



Open Science across the programme

Open Science

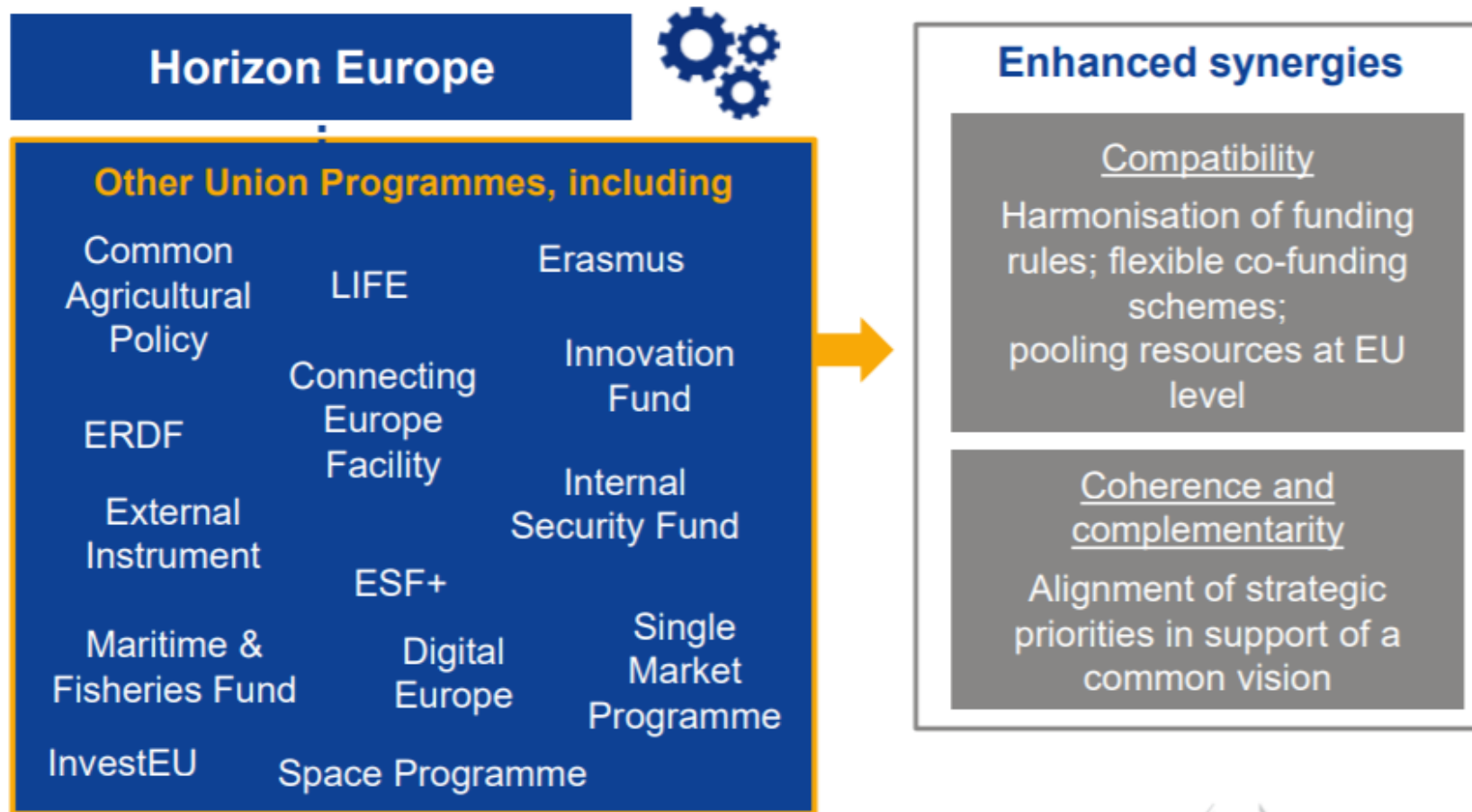
Better dissemination and exploitation of R&I results and support to active engagement of society

Mandatory Open Access to publications: beneficiaries shall ensure that they or the authors retain sufficient intellectual property rights to comply with open access requirements

Open Access to research data ensured: in line with the principle "as open as possible, as closed as necessary"; Mandatory Data Management Plan for FAIR (Findable, Accessible, Interoperable, Re-usable) and Open Research Data

- Support to researcher skills and reward systems for open science
- Use of European Open Science Cloud

Commission proposal for synergies with other Union programmes



ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE

16.1 Background and access rights to background

Each beneficiary must give the other participants access to the background identified as needed for implementing the action, subject to any specific rules in Annex 5.

‘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 is:

- (a) held by the beneficiaries before they acceded to the Agreement and
- (b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

16.2 Ownership of results

The granting authority does not obtain ownership of the results produced under the action.

‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

16.3 Rights of use of the granting authority for information, communication and publicity purposes

The granting authority has the right to use non-sensitive information relating to the action and material and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for information, communication and publicity purposes — during the action or afterwards.

The right to use the beneficiaries’ materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) **translation**
- (e) **storage** in paper, electronic or other form
- (f) **archiving**, in line with applicable document-management rules and
- (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”

16.4 Specific rules on IPR, results and background

Specific IPR rules regarding intellectual property rights, results and background (if any) are set out in Annex 5.

SPECIFIC RULES

CONFIDENTIALITY (— ARTICLE 13)

[OPTION for programmes with specific disclosure obligations]

The granting authority may moreover make available [insert].]

SECURITY (— ARTICLE 13)

[OPTION for actions with EU classified information (standard):]

If EU classified information is used or generated by the act accordance with the security classification guide (SCG) and set out in Annex 1 and Commission Decision (EU, Euratom) 2015/ rules — until it is declassified.

Deliverables which contain EU classified information must be subject to procedures agreed with the granting authority.

Action tasks involving EU classified information may not be subject to explicit written approval from the granting authority.

EU classified information may not be released to any third party involved in the action implementation) without prior explicit approval from the granting authority.]

ETHICS (— ARTICLE 14)

[OPTION for XXX: [customised text]]

VALUES (— ARTICLE 14)

[OPTION for XXX: [customised text]]

INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND INFORMATION, ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)

[OPTION for programmes with mandatory list of background information]

The beneficiaries must, where industrial and intellectual property rights (third parties) exist prior to the Agreement, establish a list of intellectual property rights, specifying the rights owners.

The coordinator must — before starting the action — establish the authority.]

[OPTION for programmes with no rights of use: No rights of use]

Article 16.3 does not apply.

The granting authority may not use information relating to documents received from the beneficiaries.

[customised text]]

[OPTION for programmes with different rights of use: Different rights of use]

Article 16.3 does not apply.

The granting authority has the right to use non-sensitive material and documents received from the beneficiaries' deliverables, as well as any other material, such as pictures or electronic form) for information, communication and action or afterwards.

The right to use the beneficiaries' materials, documents and deliverables is of a royalty-free, non-exclusive and irrevocable licence, for the following purposes:

- (a) [use for its own purposes (in particular, making them available to persons working for the granting authority or any other EU service offices, agencies, etc.) or EU Member State institutions or bodies; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)] [not applicable]
- (b) [distribution to the public in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file] [not applicable]
- (c) [[editing] [or] [redrafting] (including [shortening], [summarising], [changing], [correcting], [cutting], [inserting elements (e.g. [graphic], [visual], [audio] [or] [text] [appropriate])]/extracting parts (e.g. audio or video) for use in a compilation)] [not applicable]

(d) [[translation] [in:

- [English], [French], [German] [not applicable]
- [all official languages of EU] [not applicable]
- [[list other languages as appropriate]] [not applicable]]

[not applicable]

(e) [storage in paper, electronic or other form] [not applicable]

(f) [archiving in line with applicable document-management rules] [not applicable]

(g) [the right to authorise third parties to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out [in this provision] [in Point(s) [...]]] [not applicable]

(h) [[insert additional option]] [not applicable].

[The beneficiaries must ensure these rights of use [for a period of [...]]/[for the whole duration they are protected by industrial or intellectual property rights].]

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”]

[OPTION for programmes with rights of use not only on communication material, but also on results: Rights of use of the granting authority on results]

The granting authority also has the right to exploit the action's results for [information, communication and publicity purposes]/[and]/[insert non-commercial purpose], using any of the following modes:

- (a) [use for its own purposes (in particular, making them available to persons working for the granting authority or any other EU service offices, agencies, etc.) or EU Member State institutions or bodies; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)] [not applicable]
- (b) [distribution to the public in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file] [not applicable]
- (c) [[editing] [or] [redrafting] (including [shortening], [summarising], [changing], [correcting], [cutting], [inserting elements (e.g. [meta-data], [legends] [or] [other]

II. MAIN ORIENTATIONS a) Maximising impacts

Clearer specification of the expected impacts.

Targeted impacts will be given at the level of a call, or group of topics, while expected outcomes will be set out for each topic.

These provisions will guide applicants and experts alike, and will ensure that, from the off, projects are lined up along impact pathways. Importantly, while expected impacts will be precise, topics will be **open to a range of different pathways** to achieve those impacts. **These targeted impacts will further enable to define the expected feedback to policy at call or groups of topics level.**

In turn, the **proposal evaluation impact criterion**, and the way applicants are guided by the **proposal template**, will refer to the work programme targeted impacts, and require the applicants to specify how their proposal could contribute to these targeted impacts. A project-specific **dissemination and exploitation plan** will be required and evaluated at proposal stage.



IMPLEMENTATION STRATEGY FOR HORIZON EUROPE Version 1.0

Approved by : Anna Panagopoulou

Research and
Innovation

Date: 29-04-2020

- H2020: Quadro regolamentare IPR e concetti base
- IPR nella fase della proposta e nella fase di implementazione
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- IPR & Exploitation: modello organizzativo
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(National Associations Advisory Committee)

ASTP NAAC

“Embedding Knowledge Transfer
Offices (KTO’s) in Horizon Europe
Projects”

23rd January 2020

1. to award a parallel additional and dedicated *impact and valorisation* work package for all Horizon Europe projects to address the impact of the project and to take care of the knowledge transfer including the translation into an innovation phase towards society and the market.
2. to ensure the involvement of the corresponding Knowledge Transfer Offices in the project to prepare and lead this WP, developing this task jointly with the research teams, and
3. to assign this WP with an additional innovation budget, calculated as 5% to be added to the research project budget.



What would be the **tasks** in this proposed WP, with the 5% additional budget?

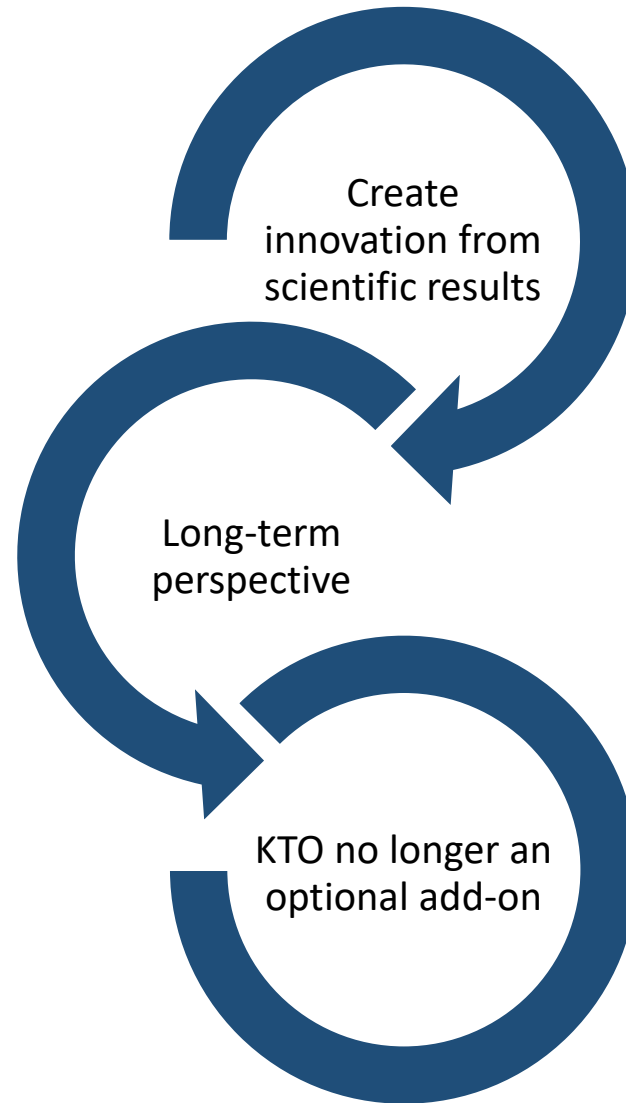
1. setting up a development plan along the TRL and CRL scales
2. with the scientists, building and managing a PoC phase to reach the adequate deliverable to attract the right partners
3. meeting and having in-depth discussions with the scientists to scout potentialities and discussing before launching scientific publications and other disseminations
4. filling in invention disclosures with the scientists
5. implementing the IP strategy and financing the first steps for protection
6. carrying out flash market studies to get a gross assessment of the market potential
7. looking for adequate partners for developing innovative solutions for society
8. support for the communication and dissemination of information about the innovative opportunity
9. taking part in project meetings on a regular basis
10. looking for adequate funding to accelerate the development



What should be the **deliverables** of this dedicated WP?

1. disseminating open information on the project
2. providing an IP report (policy, invention disclosures, IP protection measures)
3. providing a market report (possible markets, flash studies)
4. organising a technology maturation plan (PoC) (investing in PoC actions and managing the PoC project)
5. providing an exploitation plan to go to the market





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Bologna

Knowledge Transfer Office

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Università di Trento

Divisione Supporto Ricerca Scientifica e
Trasferimento Tecnologico

vanessa.ravagni@unitn.it