

European IPR Helpdesk

Fact Sheet How to define and manage background in Horizon 2020

July 2018

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Introduction

By their nature, EU research collaboration projects, such as Horizon 2020, require sharing of information between the project participants¹, seeing that the key principle behind these projects is developing new knowledge by using the existing knowledge of each partner. For this reason, intellectual property (IP) plays a crucial role when managing Horizon 2020 projects.

Defining the existing knowledge, i.e. the "background information", of the partners has a direct effect on the successful exploitation of the results and is one of the first IP management-related steps that should be taken in any Horizon 2020 project. An agreed description of the background that will be used (and/or the background which will not be used) within the project life cycle will guide the participants in avoiding possible disputes on ownership issues and access rights to background and results.

This Fact Sheet aims at providing information on the management of background information with an accent on how to define background within Horizon 2020 projects through different examples. The European Commission's **Horizon 2020 Annotated Model Grant Agreement (AGA)** is taken as a reference along with the **DESCA 2020 Model Consortium Agreement**, the most commonly used consortium agreement model.

1. Understanding background in Horizon 2020

Before entering into more detail about the concept and the definition of background, it would be helpful to review the Horizon 2020 terminology on IP to establish a basis for the forthcoming sections:

Grant Agreement (GA): This is a contract concluded between the European Union (represented by the European Commission or one of its agencies) and the beneficiaries (represented by the coordinator) whose project has been successfully awarded a grant. Under this agreement, the beneficiaries commit themselves to a set of rights and obligations in return for the funding granted by the Commission.

Beneficiaries: The legal entities, other than the European Union, who are parties to the GA and form the consortium to carry out the awarded project. After the signing of the GA, applicants become the beneficiaries of the grant, and they are bound by the entirety of terms and conditions as written in the GA.

Consortium Agreement (CA): This is an internal agreement that beneficiaries conclude among themselves for the implementation of the project. The agreement allows the beneficiaries to determine the detailed administrative and management provisions (i.e. division of roles regarding the rights and responsibilities) necessary to carry out their project. This agreement cannot

¹ The term "participant" used in this document normally covers beneficiaries and linked third parties (and sometimes also other third parties involved in the action).

<u>contradict or negate the provisions established by the GA or the Rules for</u> <u>Participation (RfP) set by the Commission</u>. The European Union is not party to the CA.

Coordinator: The coordinator is the beneficiary who is the central contact point for the Commission and represents the consortium before the Commission. The Grant Agreement is signed between the European Union and the coordinator.



General structure of Horizon 2020 projects (illustrated)

What is background?

According to the AGA, background is defined as "*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 beneficiaries **before they acceded to the [Grant] Agreement**, and

(b) is **needed to** implement the action or exploit the results".

Therefore, background in Horizon 2020 may take the form of information, inventions, databases, tangible assets, as well as IP rights, either owned (jointly or not) or held under a contract, such as through a licence agreement or material transfer agreement, before the Grant Agreement is signed. It also extends to any input held by other parts of the beneficiary's organisation (e.g. IP assets of a university, where this university's physics department is one of the beneficiaries of a consortium) needed for carrying out the action or for exploiting the results.

There are two main elements to take into account, when dealing with background in Horizon 2020:

- Identification of background, as such: Naming of assets, which each party brings to the consortium for successful implementation and exploitation of the project. This step should be taken after "self-evaluation of the pre-existing knowledge" and following the reaching of an agreement on "what is needed" for the project with the other partners.
- **Rules and obligations on access rights:** Although they are managed internally within the consortium, there are rules and obligations² set by the European Commission on access rights to background for smooth continuation of the project life cycle³.



Key elements in managing background in Horizon 2020

2. Considerations related to background

In Horizon 2020, the beneficiaries must **identify and agree** on what constitutes the **background** for their projects **in writing**. Therefore, before undertaking any further steps, applicants need to discuss and agree on:

- the identification of pre-existing knowledge and taking a decision on what is "needed" to implement the project,
- the form of identifying the background,
- the scope of access rights to background,
- the limitations on share and exploitation of their background (if any).

Although it is not obligatory, beneficiaries are strongly advised to agree on the background to be introduced before the Grant Agreement is signed.

 $^{^{\}rm 2}$ See Section 2.3 for further information on the rules and obligations concerning the access rights to background.

³ The European Commission also sets rules and obligations on access rights to results (foreground), which is another core element of IP management in Horizon 2020. As this is out of the scope of this Fact Sheet, for further information about these rules, you may consult the European IPR Helpdesk Fact Sheet on <u>"The Plan for the Exploitation and Dissemination of Results in Horizon 2020"</u> and the dedicated Guide on <u>"IP in Horizon 2020"</u>.

2.1. Identification of pre-existing knowledge

Collaborative projects, e.g. most of the R&D projects in Horizon 2020, are carried out with a group of partners who have specific expertise in their own field of activity. Yet, within the sense of Horizon 2020, not all expertise, i.e. pre-existing knowledge, qualifies as "background" since its scope must concern information **only pertinent to the project**.

Before reaching an agreement with the partners, each participant should initially evaluate (self-evaluation) the relevance of its pre-existing knowledge, and then discuss with other beneficiaries about the benefit of the pre-existing knowledge of each partner for the implementation of the project and the creation of results. Once it is agreed, the pre-existing knowledge can then be considered as background for the project.

It might be not very easy for applicants to list all the information which may (or may not) be relevant to the project before the project starts. For instance, companies having a large IP portfolio may find it challenging to segregate the relevant intangibles, or small companies may even be unaware of all the assets they have. Therefore, conducting an IP due diligence can be of great help in such cases.

An IP due diligence⁴ is a specific type of IP audit focusing on the identification and evaluation of a company's existing IP assets. Prior to negotiations with future partners, applicants may perform such an assessment in order to:

- list the IP assets: preparation of an IP inventory,
- identify the ownership of potential background assets: clarifying the owner of IP assets. There are several options when it comes to the ownership regime of background:
 - (i) the owner of the asset can be the beneficiary,
 - (ii) the beneficiary can be one of the co-owners⁵ or
 - (iii) the asset may be owned by a third party but the beneficiary has the right to use the asset (e.g. as a licensee)⁶,
- find out restrictions on use (if any): checking if there are any contractual or legal limitations⁷ on use of the IP assets,

⁴ For further information on IP due diligence and IP audit, please refer to the European IPR Helpdesk Fact Sheets on <u>"IP due diligence: assessing value and risks of intangibles"</u> and <u>"IP Audit: Uncovering the potential of your business"</u>.

⁵ If one of the beneficiaries wants to bring an IP asset that is jointly owned with the others, the coowners should agree on the conditions for using the IP asset as a background for the project (i.e. conditions of using the co-owned IP asset in research activities – e.g. in a Horizon 2020 project through a joint ownership agreement).

⁶ For those cases where the beneficiary does not own the background, it will be necessary to obtain the consent of the owner(s) to use this IP asset as a background. If there are no provisions regarding this in the licensing agreement, a separate agreement may be signed between the licensor and the licensee (who will make use of the licensed asset as a background in the project). In such cases, all terms must be negotiated, including who can use this asset apart from the licensee in the project (in other words, does the licensee have a right to sublicense in order to grant access rights), conditions of use, duration of use, etc.

⁷ See Section 2.4 of this Fact Sheet.

- define the relevance of the assets: deciding which background assets are "needed" for other beneficiaries to carry out their project tasks, and when exploiting their own project results,
- **check if any IP protection measure should be taken:** taking possible IP protection measures for the listed IP assets. The following table shows different possible IP protection means for each IP asset:

IP Asset	Intellectual Property
Inventions	Patents ⁸ , Trade secrets ⁹
Aesthetic characteristics of industrial designs	Designs ¹⁰
Distinctive signs, brands	Trade marks ¹¹
Know-how	Trade secrets
Computer programs	Copyright, Patents ¹²
Literary, artistic and scientific works	Copyright

2.2. The form of identifying background

According to the rules of Horizon 2020, the beneficiaries must agree **in writing** on the background for the project, the so-called "agreement on the background". The rules do not dictate the form of the agreement provided that it is in a written format.

Hence, the applicants are free to select the type of this written agreement, for example within the CA - generally in an annex - or as a separate agreement. The format can be a table, a list that contains solely the included background (positive list), a list citing both included and excluded background (positive/negative list) or a list of excluded background (negative list)¹³. Examples are given in section 3.

⁸ In some countries, inventions are also protectable as utility models, also called "*petty patents*" or "innovation patents". For further information on patents, please refer to the European IPR Helpdesk <u>IPR Charts</u> on patents.

⁹ For further information on trade secrets, please refer to the European IPR Helpdesk Fact Sheet on <u>"Trade secrets: An efficient tool for competitiveness"</u>.

¹⁰ For further information on designs, please refer to the European IPR Helpdesk <u>IPR Charts</u> on designs.

¹¹ For further information on trade marks, please refer to the European IPR Helpdesk <u>IPR Charts on</u> trade marks.

¹² In Europe, software is usually protected by copyright; computer programs claimed "as such" are not patentable. Further information on the topic can be found <u>here</u>. For more information on copyright, please refer to the European IPR Helpdesk Fact Sheet on <u>"Copyright essentials"</u>.

¹³ For more information and examples about defining the background, see section 3 of this Fact Sheet.

2.3. Access rights to background

The term "access rights" means rights to use knowledge under the terms and conditions agreed by the beneficiaries. From the background aspect, in Horizon 2020, beneficiaries must make sure that the background needed for the smooth running of the project is accessible to other project beneficiaries.

In Horizon 2020, there are two types of access rights for beneficiaries: (1) access rights to background, and (2) access rights to results.

The access rights to background must be requested in writing ("request for access"). This request can be made, for example, in an e-mail, within the CA or in a separate agreement (i.e. within the agreement on the background) where the terms and conditions mentioned below are also set.

Access rights to background for the other beneficiaries can be granted for the implementation stage of the project and for the exploitation stage, since exploitation of results may also require access to other beneficiaries' background.

2.3.1. Access rights for other beneficiaries during the implementation phase¹⁴

Horizon 2020 project beneficiaries must give access on a **royalty-free basis** to each other's background, where it is necessary in order to carry out their tasks during the project. However, it is possible to deviate from this rule if:

- a beneficiary informs the others, before signing the GA, that access to its background is subject to legal restrictions or limits¹⁵ (e.g. an exclusive licence precluding granting of access rights to third parties), or
- **other beneficiaries** agree, before signing the GA, that the access rights to a particular background asset would not be on a royalty-free basis. In such a case, beneficiaries must decide on the royalty calculation method.

Before acceding to the GA (or immediately when additional background is agreed on), beneficiaries must inform others about possible restrictions or limitations to access rights to background and agree on the financial terms, if they do not want access rights to be royalty-free.

2.3.2. Access rights for other beneficiaries during the exploitation $phase^{16}$

Horizon 2020 project beneficiaries must give each other access to their background which is necessary for the exploitation of their own results under **fair and reasonable conditions**. However, it is possible to deviate from this rule if a beneficiary informs the others, before signing the GA that access to its background is subject to legal restrictions or limits¹⁷.

¹⁴ Regulated under Article 25.2 of the Grant Agreement.

¹⁵ See Section 2.4 of this fact sheet.

¹⁶ Regulated under Article 25.3 of the Grant Agreement.

¹⁷ See Section 2.4 of this fact sheet.

It should be noted that fair and reasonable conditions also include royalty-free conditions.

Requests for access may be made up to one year following the end of the project term, unless otherwise agreed.

Summary of rules for access to background in Horizon 2020					
Implementation of tasks		Exploitation of results			
Default rule	Royalty-free	Fair and reasonable conditions (including royalty-free)			
Deviation from the default rule	 Possible, a. if there are legal/contractual restrictions precluding access of others and that beneficiaries are informed about them before the GA is signed, or b. if financial terms are agreed by the beneficiaries concerned before the GA is signed. 	Possible, if there are legal/contractual restrictions precluding access by others and that beneficiaries are informed about them before the GA is signed.			
How and when to request access	In writing, when needed.	In writing, up to one year following the end of the project term, unless otherwise agreed in the CA.			
Waivers of access rights	Possible, if agreed and made in writing.				
Sub-licensing of access rights	Not possible (unless otherwise agreed).				

2.3.3. Access rights for affiliated entities and third parties¹⁸

Within the framework of Horizon 2020, an "affiliated entity" means any legal entity, which is:

- under direct or indirect control¹⁹ of a participant, or
- under the same direct or indirect control as the participant, or
- directly or indirectly controlling a participant.

Unless otherwise agreed in the CA, access rights to background must also be granted to affiliated entities established in an EU Member State or associated country, if it is necessary for the exploitation of the results, generated by the beneficiaries to which they are affiliated.

The access rights to affiliated entities should be granted under fair and reasonable conditions.

In the absence of a clause in the CA about access rights for affiliated entities, the above rules on the GA apply (i.e. access rights are given under fair and reasonable conditions to affiliated entities, as long as there are no legal or contractual limitations²⁰). On the other hand, it is possible for beneficiaries not to give any access rights at all to the affiliated entities, if it is clearly mentioned in the CA.

Concerning the access rights for third parties for transnational access to research infrastructures, the AGA states that the access provider must give users royaltyfree access to the background needed to implement the action. If there are any restrictions or limits, the access provider must inform the users as soon as possible.

2.4. Limitations on share and exploitation of background

When defining and discussing the access rights to background, beneficiaries are strongly advised to check possible limitations, which may avert share and exploitation of this background. Such limitations may exist because of legal restrictions or contractual obligations.

For example, it might be not possible to grant access rights to certain background, if this background concerns a know-how regarding military applications, and use of this information by other beneficiaries from other countries is restricted by the background owner's national authorities (i.e. legal limitation). Likewise, exploitation of an exclusively licensed patent by beneficiaries other than the licensee may not be possible because of contractual limitations.

¹⁸ Regulated under Article 25.4 and 25.5 of the Grant Agreement.

¹⁹ Please check Article 8(2) of the <u>Rules for Participation for Horizon 2020</u> to get more information about what is deemed as "control".

²⁰ See Section 2.4 of this Fact Sheet.

Beneficiaries must check such limitations/restrictions beforehand (before the GA is signed) and inform each other, because access rights to background can no longer be restricted after the GA is signed.

2.5. Consequences of non-compliance with Horizon 2020 rules

If a beneficiary breaches any of its obligations related to background, the grant may be reduced in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations. Such a reduction may take place after termination of the participation of a beneficiary, at the time of the payment of the balance or even after the payment of the balance.

3. Identifying background

Since Horizon 2020 rules oblige participants to identify and agree upon the project background, applicants of Horizon 2020 are strongly advised to identify their backgrounds during the negotiations among the consortium partners, and include their intra-consortia regulations within their CA²¹.

The identification of background can be made either within the CA or in a separate agreement as a positive list, a positive-negative list, or a negative list, under any format.

Participants are strongly advised to fill in their background lists without leaving them blank in order not to cause any misinterpretation, even though no access rights are to be granted. In such a case, it is advised for the participants to clearly mention, "no access rights is given to any of the beneficiaries for any IP assets held by [Beneficiary-1]" in the CA.



Elements on how to identify background (illustrated)

²¹ For further information on how to draft a Consortium Agreement, consult the European IPR Helpdesk <u>"Guide on IP and Contracts"</u>.

3.1. Within the CA

Applicants may opt for describing their background-related issues under a dedicated section in the CA (e.g. "obligations of parties related to background"). This identification process should be carried out after the internal evaluation of the pre-existing knowledge²², once the following points are checked:

- which background information is to be included (or excluded) within the project,
- clarifying and defining the ownership, and
- possible restrictions for access rights.

As an example, a table covering these points can be drafted as follows and be included within the CA.

Background	Holder of the Background	Access Rights - Specific limitations and/or conditions for implementation (Article 25.2)	Access Rights - Specific limitations and/or conditions for exploitation (Article 25.3)
Name the background here	Name the owner(s) or holder(s) of the background (e.g. a licensee)	State if there are any limitations for beneficiaries during the implementation phase (see 2.3.1)	State if there are some limitations for beneficiaries during the exploitation phase (see 2.3.2)

Example 1: Positive list in a table within the CA²³

Before introducing the table, the clause on "background included" should be drafted in the CA referring to the background table in the Annex:

Background included:

In Annex 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that access to specific Background is subject to legal/contractual restrictions or limits.

Anything not identified in Annex 1 shall not be the object of access right obligations regarding Background.

Any Party may add further owned Background to Annex 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed, should a Party wish to modify or withdraw its Background in Annex 1.

²² See section 2.1.

²³ Please note that this illustration is for information purposes only, and does not include all exhaustive elements of the "obligations of the beneficiaries related to background". For a full CA template, you may consult the DESCA 2020 Model Consortium Agreement <u>here</u>.

Annex-1:

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

Owner of the Background	Access Rights - Specific limitations and/or conditions for implementation (Article 25.2)	Access Rights - Specific limitations and/or conditions for exploitation (Article 25.3)
Beneficiary-1	Free of charge to all beneficiaries	
Third party X, exclusive licensee: Beneficiary-2	Shall only be used by Beneficiary-2 as being the exclusive licensee. Shall not be used by other beneficiaries.	
Beneficiary-1	Shall only be used by Beneficiary-1. No access rights for other beneficiaries.	Shall be used by Beneficiary-2 only within Spain, by Beneficiary-3 only within France.
Third party Y, licensee: Beneficiary-3	Disclosed under NDA ²⁴ , any disclosure or use needs confidentiality provisions approved by the Third party Y and Beneficiary-3	Excluded
Beneficiary-4	Excluded	Excluded
	Background Beneficiary-1 Third party X, exclusive licensee: Beneficiary-2 Beneficiary-1 Third party Y, licensee: Beneficiary-1	Owner of the BackgroundSpecific limitations and/or conditions for implementation (Article 25.2)Beneficiary-1Free of charge to all beThird party X, exclusive licensee: Beneficiary-2Shall only be used by E the exclusive licensee. other beneficiaries.Beneficiary-1Shall only be used by B eneficiary-1. No access rights for other beneficiaries.Third party Y, licensee: Beneficiary-3Shall only be used by Beneficiary-1. No access rights for other beneficiaries.

²⁴ A non-disclosure agreement (NDA) is an agreement that parties use when they wish to disclose information and ideas in confidence by establishing the obligations of the recipient (i.e. the legal person to whom the information is disclosed) to not disclose the information and ideas to third parties. For more information about NDAs, please consult the European IPR Helpdesk Fact Sheet "Non-Disclosure Agreement: a business tool".

Alternatively, it is also possible for the parties not to provide access to each other's background information. In such a case, the declaration below can be mentioned in the CA:

No data, know-how or information of [Beneficiary-1] 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).

Example 2: Positive/negative list in a list format within the CA

Parties may also prefer to mention which IP assets they include by listing their assets and mention the conditions of access rights which they provide (positive list).

Similar to the positive lists, participants may also wish to add "what is excluded from the project" for reasons of clarity²⁵.

What can be excluded (negative list):

- background deriving from personnel and/or departments which are not directly involved in the project,
- background derived from other projects due to third party rights (such as exclusive licences),
- background that has been created or obtained by personnel directly involved in the project but which is unrelated to the work plan, aims and objectives of the project,
- background not explicitly listed/added in the positive list.

Before introducing the list, the clause on "background included and background excluded" should be drafted in the CA referring to the background list in the Annex:

Background included:

The parties have identified and agreed on the Background for the Project as listed in Annex-1. Unless otherwise indicated, the Background is made available to the Parties free of charge.

Any Party may add further owned Background to Annex 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed, should a Party wish to modify or withdraw its Background in Annex 1.

Background excluded:

Background excluded for the Project is identified, agreed and listed in Annex-2. No access rights are granted for these listed items.

²⁵ It is also possible to have only a negative list: E.g. "all background needed for the project except XYZ".

Annex-1: Background included

Access rights to background made available to Parties:

Beneficiary-1:

- European Patent No. 123456 title [...] filed on 30/12/2005

- Preclinical biocompatibility studies for [...]

Beneficiary-2:

- European Patent No. 234567 title [...] filed on 26/04/2011

- European Patent Application No. 3456788 title [...] filed on 04/07/2016

Beneficiary-3:

- Protein substrates of Arginine

Beneficiary-3 grants access rights to use the above Background only for Beneficiary-1 for implementing its tasks under the action free of charge. A separate Non-Disclosure Agreement (NDA) will be concluded within one month after the Grant Agreement is signed. Other Beneficiaries do not have any access to this Background.

Beneficiary-4:

- Client database [...]

All beneficiaries have access rights to use the above Background only for exploitation of results in return for 0.5% of its own partition in the project budget. Any beneficiary, who requests access to the above Background, should inform Beneficiary-4 in writing by giving one-month prior notice. A separate agreement on conditions for access rights to Background will be concluded within 2 weeks after having the access request.

Annex-2: Background excluded

All background generated by employees or researchers of Beneficiary-1, Beneficiary-2, Beneficiary-3 and Beneficiary-4 other than those involved in the Project is excluded from Access Rights. No Party other than the owners shall be entitled to reverse-engineer any Background granted under this Consortium Agreement.

In addition,

Beneficiary-1 specifically excludes the granting of Access Rights to the:

- Unpublished German Patent Application No. 456789 filed on 12/08/2017

Beneficiary-3 specifically excludes the granting of Access Rights to the:

- "Protein substrates of Arginine" for all Beneficiaries except for Beneficiary-1 during the implementation phase of the project. A separate Non-Disclosure Agreement (NDA) will be concluded within 1 month after the Grant Agreement is signed.

3.2. In a separate agreement

Parties may agree on identifying their background in a separate agreement ("agreement on the background") other than defining them in the CA. In such a case, it is strongly advised that the parties mention this separate agreement in the CA (i.e. by referring to this agreement or, if not signed yet, an agreed time frame for concluding such an agreement).

The agreement on the background must include all the details explained above (identification of the background, owners, access rights, conditions for access rights) in order to cover all rules and obligations regarding background set by the European Commission.

It is possible that parties may fail to identify (or simply they have forgotten) some of their IP assets as background or they may decide to remove some IP assets from their background lists. Since these cases are not regulated in the GA, parties are strongly advised to agree on the rules for modifying the background list in their Consortium Agreements. DESCA 2020 Model Consortium Agreement proposes the following for such a case:

"Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1."

It should be borne in mind that drafting a contract requires a high level of legal expertise. Therefore, it is strongly advised to seek professional assistance for contracts to be drafted in accordance to the concrete circumstances of each case²⁶.

The European IPR Helpdesk's Helpline service provides first-line support on IP clauses in consortium agreements. Our experts check your consortium agreements according to the rules of Horizon 2020 and get back to you in three working days.

Please refer to our website (www.iprhelpdesk.eu) for further information.

²⁶ You may consult the European IPR Helpdesk Guide on <u>"10 Steps to find a suitable IP professional"</u>, before getting in touch with an IP expert.

Useful Resources

For further information, also see:

- European IPR Helpdesk Fact Sheet on <u>"IP due diligence: assessing value</u> and risks of intangibles"
- European IPR Helpdesk Fact Sheet on <u>"IP Audit: Uncovering the potential</u> of your business"
- European IPR Helpdesk Fact Sheet on <u>"Trade secrets: An efficient tool for</u> <u>competitiveness"</u>
- European IPR Helpdesk Fact Sheet on <u>"Copyright essentials"</u>
- European IPR Helpdesk Fact Sheet on <u>"Non-Disclosure Agreement: a</u> <u>business tool"</u>
- European IPR Helpdesk Guide on <u>"IP in Horizon 2020"</u>
- European IPR Helpdesk Guide on <u>"IP and Contracts"</u>
- European IPR Helpdesk Guide on <u>"10 Steps to find a suitable IP</u> professional"
- European IPR Helpdesk IPR Charts on <u>patents, trade marks and designs</u>
- <u>Horizon 2020 Annotated Model Grant Agreement (AGA)</u>, European Commission
- Rules for Participation for Horizon 2020, European Commission
- DESCA 2020 Model Consortium Agreement

GET IN TOUCH

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ABOUT THE EUROPEAN IPR HELPDESK

The European IPR Helpdesk aims at raising awareness of Intellectual Property (IP) and Intellectual Property Rights (IPR) by providing information, direct advice and training on IP and IPR matters to current and potential participants of EU funded projects. In addition, the European IPR Helpdesk provides IP support to EU SMEs negotiating or concluding transnational partnership agreements, especially through the Enterprise Europe Network. All services provided are free of charge.

Helpline: The Helpline service answers your IP queries within three working days. Please contact us via registration on our website – <u>www.iprhelpdesk.eu</u> – phone or fax.

Website: On our website you can find extensive information and helpful documents on different aspects of IPR and IP management, especially with regard to specific IP questions in the context of EU funded programmes.

Newsletter and Bulletin: Keep track of the latest news on IP and read expert articles and case studies by subscribing to our email newsletter and Bulletin.

Training: We have designed a training catalogue consisting of nine different modules. If you are interested in planning a session with us, simply send us an email at <u>training@iprhelpdesk.eu</u>.

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The European IPR Helpdesk project receives funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No 641474. It is managed by the European Commission's Executive Agency for Small and Medium-sized Enterprises (EASME), with policy guidance provided by the European Commission's Internal Market, Industry, Entrepreneurship and SMEs Directorate-General.

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