



**EUROPEAN FOODBUSINESS TRANSFER LABORATORY FOR STIMULATING
ENTREPRENEURIAL SKILLS, FOR FOSTERING INNOVATION AND FOR BUSINESS
CREATION IN THE FOOD SECTOR / FOODLAB**

Comparative analysis of national specificities in contractual engagements

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List of abbreviations

IPR: Intellectual Property Rights

ICP: Industrial Commercial Properties

1 Introduction

In the framework of **contractual relationship** (University-Business, University-University staff, University student – for example in the framework of a competition) for the execution of **project** which aims to the achievement of **invention** in the **food and drink sectors** (for example: new techniques and new products) **relevant issues on protection of these inventions may be raised.**

The matter of intellectual property rights (IPRs) is regulated in the majority of legal systems. **Codes on intellectual property rights or industrial property (IPC)** represent the **basis of all rules** to be taken into consideration when analysing the matter and when adopting agreements (for example on Academia/Business Project co-development) in which to recall or, possibly, derogate these rules.

There are **some differences** in the ruling of this matter in **Italy, Spain, France** and **Hungary**. In order to highlight these differences, a comparative analysis of Intellectual Property Codes of Italy, Spain, France and Hungary will be provided.

1.1 Comparative analysis of industrial/intellectual property codes

ITALY: D.Lgs No of 10 February 2005

FRANCE Law n° 92-597 of 1 July 1992

SPAIN Real Decreto Legislativo No 1 of 12 April 1996 on revision Intellectual Property Law (which harmonizes all existing legal provisions)

HUNGARY Act XXXIII of 1995 on the protection of the inventions by patents.

1.1.1 Some definitions:

“Invention”: if a technique or a product (for example developed in the execution of an Academia/Business project co-development) has to be considered an invention, it may be protected through a patent.

This technique or product is an invention if it is new and no scientific publication or other means have concerned the invention itself, if it is the result of an innovative activity and if it may be industrially applied (Art. 10 Italian ICP, Art. Hungarian ICP, art. 4 Spanish ICP, art. L611-10 French ICP).

“Industrial character”: the “object” of the invention may be manufactured or used by any type of Industry (for example the food and drink industry).

“Patent” and “application for patent”: invention may be protected when applying for a patent.

“Person entitled to apply for the patent”: normally the inventor (Art. L611-6 French ICP, Art. 10 CPI Spanish ICP, Art. 8 Hungarian ICP, Art. 63 Italian ICP).

“Moral right of authorship”: (Art. 62 Italian ICP, Art. 7 Hungarian ICP, Art. 14 Spanish ICP, Art. L121-1 French ICP) the right to be mentioned as the author. Furthermore, the author is, generally, entitled to disseminate the invention.

1.1.2 Peculiar cases:

1) Innovation achieved in the execution of a contract of work

It is commonly held true that the inventor is the individual who would be, in principle, able to apply for a patent, to obtain it and to benefit from the commercial exploitation of the patent. However, it frequently happens that innovation is achieved whilst executing a work contract.

French IPC Art. L611-7, two hypotheses:

1. invention in the execution of a contract of work: the employer has the right to apply for a patent,
2. invention not in the execution of a contract of work but thanks to knowledge acquired at work: the employee may apply for patent or the employer could be owner or may be entitled to manage the invention if it adequately pays the inventor (as stated in framework contract).

In all the previous cases both employer and employee are subjected to information duties (as stated in framework contract).

Décret No 96-857 of 2 October 1996 (repealing the Intellectual Property Code) on economic benefits to be recognized to officers and State Agents and of other public Institutions who are authors of inventions. Art. 1 of this Décret No 96-857 states that when public Institution does not exploit the invention, the author (officer or public agent) may economically exploit it (in conformity with conditions stated in a Convention set up with the Public Institution).

Hungarian ICP Art. 9-17 two hypotheses:

1. “service invention”: made by a person by reason of his employment: the employer has the right to apply for a patent. More precisely the employer “shall file a patent within reasonable time”. In some cases, a remuneration to the employee is provided (Art. 12)
2. “employee invention”: the employee may apply for patent but the employer may exploit the invention. A remuneration to the inventor is provided. Both employer and employee are subjected to information duties.

Spanish ICP Art. 15, 16, 18:

1. invention in the execution of a contract of work: the employer has the right to apply for a patent and the employee is not entitled to any further remuneration.
2. Invention not in execution of a contract of work but thanks to knowledge acquired at work: the employer may have rights towards the management of the invention and it may use it. A remuneration to the employee is provided.

Italian ICP Art. 64:

1. inventions achieved in the execution of a contract of work belong to the employer, the employee has the right to be recognized by the author. If a remuneration to this work is not provided, the employee is entitled to receive a remuneration taking into consideration the invention, the tasks of the employee and the work environment.

2. invention not in execution of a contract of work but within the sector of the employer (thanks to knowledge acquired at work): the employer may opt for an exclusive use of the invention or to apply for patents.

2) Innovation achieved by University or other public Institution staff

It frequently happens that the invention or innovation is achieved in the development of a research project which may be entirely or partially financed by a Company and which may be coordinated by a specific Department of the University. In this context, it is evident that at least two other institutions / entities are going to benefit from the research activity (IPRs, dissemination activities, publications). Clearly, the inventor has to be recognized as the “moral” author of the invention/innovation and his/her name should be mentioned in all dissemination and other relevant activities.

Spanish ICP Art. 21: invention achieved by researchers of the University belong to the University

Italian ICP Art. 65:

par. 1: the researcher, author of the invention, is the only person entitled to any rights deriving from the patentable invention

par.2: exploitation of the invention is managed by the University

par. 3: in all cases the inventor is entitled to at least 50% of the invention exploitation

par. 5: the above-mentioned rules are not applicable to research financed (or partially financed) by third Parties.

Art. 65 of the Italian Industrial Property Code represents a “specificity” of Italian legislation. Normally, it happens that the researcher does not apply for the patent or he transfers the entitlement to the patent to the University. Therefore, a “win-win situation is established”: the researcher benefits from the fact that the University has the necessary structure and the economic support to manage all activities related to the patent and the researcher will enjoy royalties. On the other hand, the University will be evaluated as an active research centre.

French ICP: the case of the invention achieved by University researchers is not taken into consideration. However, Art. 611-7, par. 2, provides a “residual” clause by stating that in all other cases different from the case of the invention achieved in the execution of a contract of work, the inventions belong to the employee.

Hungarian ICP: the case of the invention achieved by University researchers is not taken into consideration. Art. 17 states that rules on “service invention” and “employee invention” are applicable also to inventions achieved by public employees.

1.1.3 Licences:

Generally speaking, all ICPs, make references to “contracts of exploitation” which may be stated and on grounds of which a licence to the patent is recognized to the other Party who will then exploit the invention; this Party will have to pay royalties to the other Party.

Hence, **University may** adopt **specific rules** on the ownership of foreground deriving from the execution of a commissioned research. These rules **could** also determine any **derogations to ICP** rules. These **specific rules** or derogations are **stated** in each different **agreement/contract** adopted between the University and other entities.

Furthermore, the University may adopt **Regulation of IPRs** in which to provide an exhaustive discipline on inventions achieved by researchers or other University staff and in the framework of commissioned activities or of collaboration activities (for example between the University and a Company).

2 Academia/business project co-development - ITALY

2.1 Legal basis

- Decree of the President of the Republic (D.P.R.) 11 July 1980, n. 382, Art. 66: research activities and advice carried out by University (Departments or other entities) in accordance with what has been established in contracts and conventions agreed with public or private entities. In these cases, the interest of the public or private entity prevails. Thus, it is expected that agreements on IPRs will be conducted by the public or private entities.
- Law 27 December 1997, n. 449: public entities are able to adopt conventions with public or private entities with the purpose of providing advice and other services on a rate fee.
- Ministerial Decree (D.M.) 8 AUGUST 2000, n. 593 which provides the framework for University-Business project co-development.

2.2 Examples of contracts:

Two main categories:

1. “contratto di ricerca conto terzi” (Research Contract of Third Parties): the Company, which is aware of the significant competence acquired by the University in a peculiar field, confers the University the task of carrying out a scientific research. In this case, the University “works for” the Company and in accordance with the instructions given by the Company which will be the owner of the results obtained in performing such research.
2. Contract on Academia/Business collaboration: Company and University have competence in a field and decide to carry out a research in collaboration. In this case the University does not work for the Company, instead it works with the Company. Similarly, is the case where the University has already accumulated significant foreground and needs financial support in order to continue its research activity; the Company which is available to give this financial support initiates a collaboration with the University.

Different rules applicable related to foreground achieved:

- Research contract- “modello equo premio” (the public or private entity which confers to the University the task of carrying out a research activity will own the results if any are achieved).
- Research contract- “modello contitolarità dei risultati” (University and public or private entity have joint ownership on the rights on the results).

This format may be used mainly in two cases:

- a. the University has already achieved some significant results (or has already registered a patent) and needs financial support in order to go on with its research activity. In this case the Company invests in this research which may lead to the achievement of significant results. Thus, if these results are achieved, the Company aims at receiving royalties from the

exploitation of these results. Also the Company aims at industrially developing the product based on the patent in order to commercially exploit it.

- b. The University and the Company together develop a research project and carry out research activity. If results are obtained, an agreement between Parties shall be adopted. This can depend on the commercial power of the Parties. For example, if the Company is a big Company it may want to be entitled to the patent and to manage it; while if one of the Parties is a small Company it may be willing to carry out a joint management of the registered patent itself.

Service contract (the society/entity owns the service or product obtained from the research activities).

2.3 General structure of the framework contract on Academia/Business project co-development

- Indication of the reasons why the contract is established (for example: background of the University/Department; foreground already achieved by one Party).
- Legal basis: law (quotation of the specific article) on the basis of which the contract is drafted.
- Indication of the Parties involved in the contract (for example: “Company” and “University Department”) and of individuals responsible for the execution of the contracts (for example: legal representative of the Company and Director of the University Department).
- Definition of the research Project and, eventual program of deadlines + agenda of reports and, if applicable, program of instalments.
- Duration and entering into force of the contract.
- Premises and equipment where the research project is carried out (often those of the University).
- Confidentiality requirements (for example: on University or Company background, on foreground), addresses and forms of protection (possibility to reach a specific “Non-disclosure agreement” which defines the extent of confidentiality protection).
- Dissemination activities + scientific publications (normally the University should be entitled to publish results; information duties + agreements on the use of logos).
- Hypothesis of early termination of contract and ways of information (for example: both Party + specific reason + notice)
- Personal data and privacy protection (according to Italian legislation)
- Applicable legislation and jurisdiction in the event of legal disputes
- Registration of the contract: fees and other duties

2.4 Costs

In the contract a fee is established for the carrying out of the research activities. Normally this fee is entirely or partially paid for by the Company.

The fee serves as a support for the costs that have to be sustained in order to carry out the project.

Types of costs are:

- Real costs (e.g. for equipment, travel, use of premises) to be precisely listed in the contract.
- Overhead costs (administrative and indirect costs) shall not exceed the percentages defined in national calls for research and innovation activity. Administrative costs may change in relation to the sector of research and of the department/faculties which carries out the research; these costs may vary also if private or public financing are used and in relation to the specific call for the project
- Other costs (e.g. remuneration to professors, researchers and technician who work on the project)

2.5 IPRs

Rules on ownership of the rights on the results (foreground) deriving from the research activities are set out in the specific contract (for example: research contract) or clause of the contract signed by the Parties.

When a research in collaboration (University + Company) is carried out the agreement concerning foreground may be as follows:

- The Party who has the best interest in the execution of the Project owns foreground and is able to apply for the patent;
- The entitlement to apply for the patent depends on the innovation skills of the Parties
- In the case of it being the University which applies for the patent, a contractual clause shall be stated that the Company will have the exclusive right to commercially exploit the patent or the product deriving from the patent.

Parties may opt for a spin-off: the University and the Company start a Company which exploits results deriving from University research, which apply for patents and produce new products.

2.6 Technological transfer

University may transfer the results to the Company.

The transfer may be accomplished in several ways:

1. The Company “buy” the results. This happens when the Company is a big Company and has a strong commercial power: the Company is willing to independently register and manage the patent.
2. In the contract a clause is stated which states that the Company, Party in the contract of research in collaboration, may opt for the purchasing of the results.
3. The Company may buy the results “step by step” by receiving royalties from the University or by registering the patent and giving royalties to the University.

A technological transfer is needed when a product has to be developed. This may follow the achievement of results and the registration of the patent done by the University. For the industrial development of the product a support by a Company is needed. Furthermore, the Company is able to pay for the protection of the patent in all markets where the product may be sold.

The technological transfer may be a strategic solution for the University in order to avoid paying the fees linked to the patent (the cost increase 30 months after the registration of the patent).

2.7 Rules on IPRs

The Industrial Property Code provides significant rules on patents (author rights, ownership of the rights on the results, entitlement to apply for patents) and takes into account also the case of inventions achieved at the University by University researchers (see above, section on IPRs).

University may also set up specific rules on intellectual property rights.

For example, it may provide a derogation to the rule, set up on Italian Industrial property code, concerning the full entitlement of any right deriving from the innovation on the part of the researcher. The researcher, who has always to be recognized as the “moral author” of the invention, is committed to communicate any significant results deriving from the innovation activity. Then the University will negotiate with the Company (which has, for example, provided financial support for the research activity) on the exploitation of these results.

Also, a specific rule may be included in the case where the researcher decides to “sell” his rights (related to the invention) to the University. This may be an advantage for both parties. On the hand the researcher benefits from the fact that the University has the necessary structure and the economic support to manage all activities related to the patent and the researcher will enjoy royalties. On the other hand, the University will be evaluated as an active research centre.

2.8 Confidentiality

When University and public or private entities carry out a project (which consists in research activities), there starts a contractual relationship which lasts the time needed in order to perform the research and which may continue later.

In this context, it is extremely important to regulate how to use the background of the Parties and the foreground deriving from the project.

In some cases, they a specific “Non-disclosure agreement” may be adopted.

Rules do not vary so much in the different legal systems; generally speaking, it is up to the parties to establish set rules on confidentiality.

2.9 University Regulation

Università Cattolica del Sacro Cuore, Regolamento di ateneo in materia di spin-off e invenzioni (University Regulation on spin-off and inventions), issued by Rectorial Decree n. 1619 of 21 October 2004, revised by Rectorial Decree n. 439 of 16 July 2013

Regolamento dell'Università degli Studi di Milano- Bicocca in materia di brevetti e trasferimento tecnologico (Regulation on patents and technological transfer), adopted with Rectorial Decree on 8 June 2005, revised with Rectorial Decree on 22 September 2006, revised with Rectorial Decree on 8 September 2014.

Regolamento dell'Università degli Studi di Milano per la disciplina delle attività di ricerca, di consulenza e di formazione svolte con finanziamenti esterni nonché dalle attività di collaborazione scientifica (Regulation on research activity, advice and training carried out thanks to external financial support and also on activities of scientific collaboration), issued by Consiglio di amministrazione on 27 January 2015.

3 Academia/business project co-development - SPAIN

3.1 Legal basis

- Law (Ley orgánica) n. 6 of 21 Decemeber 2001 on Universities (it referes to knowledge valorization and to the creation of companies for the valorization of scientific knowledge). Art. 8 Law n. 6/2001: legal basis for University contracts.
- Law n. 14 of 1 June 2011 on Science, Technology and Innovation (it highlights the importance of Universities in the framework of science, technology and innovation in Spain, it makes reference to its promotion and it speaks about technological transfer).
- Law n. 2 of 4 March 2011 on Sustainable economy (it highlights the important role played by the University in the framework of Spanish economic competitiveness and it refers to technological transfer from Universities).

3.2 Example of contracts

- Contract on the basis of which the University provides advice/technological support to the Company.
- Material transfer agreement (the providing Party makes available the material (to be used in Laboratory) to the recipient.
- Scientific cooperation agreements between the University and a Company for the financing of a predoctoral contract (in this case "it will correspond to the Company the rights of industrial and intellectual property arising from the results of the research generated by the doctoral student as worker of the Company).
- Framework agreement in educational cooperation for the realization of academic practices in contributors' organizations.
- Scientific academic cooperation for the completion of work.
- Licence on patent.

Other types of contracts:

- Research and development: contracts set up with private or public entities.
- Technological support: possible development of products.
- Convention of Collaboration: the terms are stated that the Parties will carry out a collaboration.
- Contract of (technical) service: advice, trials, etc.

3.3 General structure of the framework contract on Academia/Business project co-development

- Indication of the Parties involved in the contract (for example: “Company” and “University Department”) and of individuals responsible for the execution of the contracts (for example: legal representative of the Company and Director of the University Department).
- Definition of the Research Project.
- Indication of the reasons why the contract has been established (for example: background of the University/Department; foreground already achieved by one Party).
- Program of deadlines + agenda of reports and, if applicable, program of instalments.
- Prevention of occupational risks (when University staff moves to another entity) (if applicable).
- Confidentiality requirements (on foreground and on any scientific and or technical information belonging to the other Party which the Party may have accessed during the development of its work).
- Hypothesis of contract termination (for example: when in the event or default by one Party the requested assignment was not completed).
- Intellectual property rights (who is the owner of foreground, who is able to apply for patents).
- Personal data and privacy protection (according to Spanish legislation).
- Applicable legislation and jurisdiction in the event of legal disputes.

3.4 IPRs

Rules on ownership of rights on results (foreground) deriving from the research activities are detailed in the specific contract (for example: research contract) or clause of the contract signed by the Parties.

When a research in collaboration (University + Company) is carried out the agreement concerning foreground may be as follows:

- The Party who has the best interest in the execution of the Project owns foreground and is able to apply for the patent;
- In the case where it is the Company which may apply for the patent, the University shall receive a fixed amount of royalties deriving from patent exploitation
- A contractual clause shall be stated that the Company will have the exclusive right to commercially exploit the patent or the product deriving from the patent. The Company shall inform the University on its decision to exploit the results and shall give the Company an adequate amount of royalties.

Parties have information duties: for example, if the contract establishes that the Company owns the rights on the results and the Company then decides not to continue the processing of said rights or waive any of the titles applied for, it shall report to the University so that the University can decide whether to retain these rights under its own responsibility.

3.5 Technological transfer

The University is normally the owner of foreground, however if it does not act, its rights are transferred to the University personnel (in conformity with Art. 20.5 of Law n. 11 of 20 March 1986 on transfer of patent and utility models).

In many Spanish Universities there is a specific Department dedicated to the knowledge and technological transfer (RedOTRI). This entity gives a different support from the already existing services on patents, research contracts and business creation.

3.6 Confidentiality

When University and public or private entities carry out a project (which consists in research activities), there starts a contractual relationship which lasts the time needed in order to perform the research and which may continue later.

In this context, it is extremely important to regulate how to use the background of the Parties and the foreground deriving from the project.

In some cases, they a specific “Non-disclosure agreement” may be adopted.

Rules do not vary so much in the different legal systems; generally speaking, it is up to the parties to establish set rules on confidentiality.

3.7 Use of results for educational activities

A clause shall be stated that the University shall freely use foreground in research and educational works

3.8 University Regulation

Normativa sobre la creación de empresas en la Universidad Politécnica de Valencia a partir de la actividad de investigación universitaria (Law on the creation of business in the UPV following on from research activity), adopted by Consejo de Gobierno on 15 May 2008

Reglamento de protección y transferencia de derechos de propiedad intelectual e industrial de la Universitat Politècnica de València (Regulation on the protection and transfer of Intellectual and Industrial Property Rights of the UPV) adopted by the Consejo de Gobierno on 9 November 2012

4 Academia/business project co-development - FRANCE

4.1 Legal basis

Loi No 82-610 of 15 July 1982 on research orientation and planning and of technological development of France (one of the objectives is the valorisation of scientific research)

Scientific Research remuneration

- Décret No 80-654 of 4 August 1980 on inventions achieved by officers and public agents.
- Décret No 85-61 of 13 June 1985 on Higher Education staff or Research staff (who are under the authority of the Ministry of Health) remuneration for scientific research activities carried out in the framework of Contracts or Conventions.

4.2 Examples of contracts:

- Contract on Academia/Business collaboration: definition of a Project, of rights and duties on the part of the Academia and the Business and on results obtained

4.3 General structure of the framework contract on Academia/Business project co-development

- Indication of the Parties to the contract (for example: “Company” and “University Department”) and of individuals responsible for the execution of the contracts (for example: legal representative of the Company and Director of the University Department).
- Definition of the research Project.
- Description of the objectives which are established through the collaboration between the University and the Company.
- Preamble: definitions of background, foreground, agreement, inputs by each Party + agenda, confidential information, intellectual property.
- Rules applicable to the governance of the Project, the obligations deriving from the execution of the project, intellectual property rules and rules of exploitation of foreground.
- Duration and entering into force of the contract.
- Governance on the Project execution.
- Coordinator of the Project and duties; possibility to establish other figures like “Comité de pilotage” (management of the project) and Working Group.
- Responsibility for each Party for each task it performs.
- Intellectual Property on background: all rights belong to the Party owner of this background. Use of background: other Parties may use background information –which is confidential information- if needed for the execution of the project. Background exploitation is possible only if licences are provided.

- Intellectual Property on foreground:
- If foreground is achieved by a Partner's work activity this Partner is able to freely exploit foreground and is entitled to IPRs and it may apply for patents.
- If foreground is achieved by a number of Partners, these Partners may opt for joint ownership and they have to establish the joint ownership regime (protection and exploitation of foreground and remuneration to the other Party).
- "Exploitation of foreground" on the part of the Partner not owner of foreground.
- Hence this Partner may (during the 12 months after the achievement of foreground) obtain a licence to exploit this foreground.
- Confidentiality requirement: take all necessary means to ensure protection of confidential information (collection of information, management of information, people who accede to this information, to mention "confidentiality" of info when sending it).
- Applicable legislation and jurisdiction in the event of legal disputes.
- Independency of each Partner: responsibility for the activities it carries out and the products or services it provides; responsibility also for its staff.

4.4 Costs

Idem as Italy cost part

4.5 IPRs

Rules on ownership of results (foreground) deriving from the research activities are set in the specific contract (for example: research contract) or clause of the contract signed by the Parties. In this contract all hypothesis of "management" foreground is provided. It may happen that foreground is achieved by one Party which will be free to exploit it and other Parties may apply for a licence to exploit this foreground, or that it is achieved by two or more Parties which should establish an agreement on joint ownership.

4.6 Technological transfer

Example of research activity carried out by a group of students within the University. It has to be noted that in France there is a commitment on valorisation of scientific research and inventions; important Institutions (like the "Incubateur Agrapole" de ISARA) facilitates the achievement of this objective.

In this context, it frequently happens that the University gives students appropriate tools, methodologies and financial support in order to carry out a research activity.

All the student projects belong to the University at the beginning.

When the project is brought to an end it may happen that:

- a Company wants to buy the invention/product (foreground of the project)

- some students, among those who carried out the project, want to develop their own business.

The transfer of foreground achieved in the occasion of a scientific research may be ruled as follows:

- The Company shall pay the University an amount of money which is divided among the University and the students who carried out the project
- The students who want to develop their own business shall pay the University an amount of money which is divided among the University and the students who do not want to take part in the development of the business

Overall, the money collected by the institution will be symbolic and will not totally reimburse the cost of the students' project monitoring.

4.7 Rules on IPRS

See above, section on IPRs.

4.8 Confidentiality

When University and public or private entities carry out a project (which consists in research activities), there starts a contractual relationship which lasts the time needed in order to perform the research and which may continue later.

In this context, it is extremely important to regulate how to use the background of the Parties and the foreground deriving from the project.

In some cases, they a specific "Non-disclosure agreement" may be adopted.

Rules do not vary so much in the different legal systems; generally speaking, it is up to the parties to establish set rules on confidentiality.

5 Academia/business project co-development - HUNGARY

5.1 Legal basis

- Hungarian Education Act No. CCIV of 2011
- Government Decree No 230 of 28 August 2012
- Hungarian Act No. CLV of 2011 on bachelor and master training courses

5.2 Examples of contracts:

- Agreement cooperation for providing professional practical training
- Confidentiality agreement

5.3 General structure of Agreement cooperation for providing professional practical training contract

- Indication of the Parties in the contract (for example: “Company” and “University Department”) and of individuals responsible for the execution of the contracts (for example: legal representative of the Company and Director of the University Department).
- Indication of the cooperation in the framework in which the Agreement is concurred.
- Definition of the objective of the agreement (to connect the theoretical and practical knowledge, develop labour competencies, to develop practical skills, self-assessment behaviour in the solution of tasks as well as innovation capability).
- Location and duration of the internship.
- Responsibility of the University and of the Company.
- Duration of the agreement (agreement concluded with permanent validity, similar to a Convention of collaboration).

5.4 Confidentiality

When University and public or private entities carry out a project (which consists in research activities), there starts a contractual relationship which lasts the time needed in order to perform the research and which may continue later.

In this context, it is extremely important to regulate how to use the background of the Parties and the foreground deriving from the project.

In some cases, they a specific “Non-disclosure agreement” may be adopted.

Rules do not vary so much in the different legal systems; generally speaking, it is up to the parties to establish set rules on confidentiality.

6 Definitions and notions to be applied to Academia/Business Project co-development

Project: planning of activities to be performed;

Parties: the parties in Project co-development are those legal entities engaged in the Project itself

Scientific Research: research activity carried out by the University or the Company (or both) which involves scientific skills

Background: information and knowledge held by the Parties prior to the project itself

Foreground: results, including information, materials and knowledge developed/attained in a given Project.

Joint ownership: Parties agree that Foreground resulting from the Project is owned by both Participants and they agree on terms of exercising joint ownership. Single ownership: Parties to the Project agree that Foreground resulting from the Project is solely owned by one Party, or participant

Invention: result of a research activity which may have further applied uses.

IPRs: Intellectual property right (for example: patent)

Patent: exclusive right granted for an invention which is a product or a process that provides, in general, a new way of doing something, or offers a new technical solution to a problem.