



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

**Contractual template to help companies
and HEI to work together within
ECOTROPHELIA initiative
FOODLAB university/business project co-
development
CODE OF ETHICS**

Deliverable No. (use the number indicated on technical annex)	D4.3.1
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Workpackage No.	WP4	Workpackage Title	Creation of European Foodbusiness Transfer Laboratory
Task No.	T4.2	Task Title	Definition of a contractual template and tools to facilitate academia/business project co-development
Authors (per partner, if more than one partner provide it together)	UCSC with the support of VINIDEA		
Status (F: final; D: draft; RD: revised draft):	F		
Nature (PU: Public; RES: restricted; CO: confidential)	PU		
File Name:	FOODLAB- D4.3.1-Code of Ethics		
Project start date and duration	01 January 2015, 36 Months		



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1 Introduction

This Code of Ethics represents a template to be used when dealing with contractual relationships between Universities and Businesses on the occasion of the co-development of projects.

Project co-development may give rise to situations of uncertainty regarding, *inter alia*, the quantity and/or quality of activity conducted for the implementation of the project. Additional situations of uncertainty may arise in the diffusion of results derived from the research activities performed, and on the protection of these results and of any economic benefits and rents derived from them.

The aim of this Code of Ethics is to create an introductory framework that defines ethical standards and commitments in Project co-development. The purpose of this is to facilitate and promote Project co-development between Universities and Businesses in order to overcome obstacles that may arise during the course of the Project co-development, to foster financial support of academic research from the private sector, and to establish a climate of confidence and mutual trust. The fundamental objective is therefore to ensure efficiency and effectiveness in project co-development.

The Code of Ethics clarifies values and principles on which Universities/Businesses Project co-development should be based and it provides for the possibility of adapting this introductory framework to specific objectives to be developed with the project itself. In addition, it is intended to provide an ethical basis for the drafting of possible future agreements.

This Code constitutes a reference for all individuals who are materially involved in the Project co-development.



2 Section 1 of the code

Section 1: Addresses and definitions

- 1.1) This Code of Ethics represents an introductory framework on Project co-development in the scientific research field ¹. This Code of Ethics is linked to a contract agreement on Project co-development.
- a) Project: planning of activities to be performed (e.g. Projects at European, National or Regional level);
 - b) Co-development of project: project where there are at least two parties; hereinafter referred to as: *Project/ Project co-development*.
- 1.2) The parties in Project co-development are legal entities taking part in a Project; hereinafter referred to as:
- a) *Partners* (in the co-development of the Project);
 - b) *Participants* (in the Project itself);
 - c) *Parties* (in the Code of Ethics and any other agreements).

For the purpose of this Code of Ethics, the Parties shall be considered to be:

- a) Higher Education Institutions (HEIs) are understood to mean all types of institutions, which provide higher education. These institutions must be formally recognized by the relevant national/regional authority. HEIs are: Universities, Universities of applied sciences, Polytechnics /technical universities, Colleges and tertiary schools; hereinafter referred to as: *the Universities*².
- b) *Business*: Business includes privately and publicly owned organizations, Non-Government Organizations (NGOs) and not for profit organizations³; hereinafter referred to as: *the Businesses*.

¹ This Code of Ethics particularly relates to project co-development in the food sector.

² European Commission Directorate-General for Education and Culture-Directorate C: Lifelong learning: higher education and international affairs European Institute of Innovation and Technology; economic partnership. The State of European University-Business Cooperation- Part of the DG Education and Culture Study on the Cooperation between Higher Education Institutions and Public and Private Organisations in Europe, May, 15, 2010 to August 31, 2011. Science-to-Business Marketing Research Centre, Germany, p. 7 <http://ec.europa.eu/dgs/education_culture/repository/education/tools/docs/uni-business-cooperation_en.pdf>, accessed 9 December 2016.

³ The State of European University-Business Cooperation, *l. c.*, p. 8.

1.3) Requirements of the Project co-development: indicated in specific provisions in a contract or agreement reached by the Universities and the Businesses (i.e. domain of activities, place/places where to carry out these activities, results to be achieved).



3 Section 2 of the code

Section 2: General principles

All Parties participating in the Project co-development agree to:

- 2.1) Ensure compliance with all ethical requirements stipulated by the Universities and/or the Businesses (for example, those rules covering equality and non-discrimination).
- 2.2) Make specific reference to the Code of Ethics of the Universities, in particular in relation to:
 - a) conflicts of interests and duties of communication to the responsible body/bodies;
 - b) the behaviour to adopt when working and studying at the University;
 - c) all other ethical issues relevant to the execution of the Project itself.
- 2.3) Ensure due care is taken in the implementation of all research activities.
- 2.4) Ensure transparency and clarity in all contractual relationships and, specifically, in the defining of roles and responsibilities.
- 2.6) Sharing of information and knowledge: The Parties agree to share their respective relevant expertise in order to establish the most favourable conditions in which to carry out the Project.
- 2.5) Conduct appropriate activities and implement systems in order to effectively monitor the results of the Project co-development.
- 2.6) Observe confidentiality in the execution of duties stated in the contract/agreement on Project co-development, and to conduct all such duties as efficiently as possible.



4 Section 3 of the code

Section 3: Implementation of the Project co-development

3.1) Detailed description of research activities to be performed and agenda for both the Universities and the Businesses (i.e. specific provisions in the contract/agreement on Project co-development between the Universities and the Businesses).

3.1.1) Transparency: Parties should be able to collect all the information needed for the implementation of the Project co-development, including, under given conditions, information belonging to the other Parties.

3.1.2) Clear definition: of roles and responsibilities of each person involved, within the Universities and Businesses.

3.2) Possible people involved in the Project: Students (or PhD students): people which materially implement the Project (at the Laboratory, at the office, at home/other place). These people are hired with contracts drawn up directly with the private Companies or with contracts drawn up with the Universities.

3.2.1) Project Leader: identification of a person who has the task of monitoring all activities related to the Project co-development in an impartial and efficient way; this role can be entrusted to a third party.

- a) The Project Leader should monitor the implementation activities within fixed deadlines;
- b) The Project Leader should ensure that people involved in the Project co-development finish their work on time;
- c) The Project Leader should ensure the respect of all deadlines, submission of Project co-development working material included (i.e. samples, documents, information etc.).



5 Section 4 of the code

Section 4: Responsibilities of Parties

4.1) Efficient implementation of the Project co-development: Parties shall cooperate, perform and fulfil all of their obligations under the contract/agreement on Project co-development 4.

4.2) Accuracy of implementation: Parties shall take definite measures to ensure the accuracy of any information or materials supplied to the other Parties as well as the information produced in the carrying out of the Project co-development.

4.3) Unexpected extra-commitments: Parties shall provide a mechanism which allows the person hired for a specific task of the Project co-development to announce unexpected extra-commitments. In these situations, it may happen that the person is unable to dedicate time to the Project and, in case of need, it is important to adopt all the necessary measures (for example to hire another person).

⁴ DESCA, Horizon 2020 Model Consortium Agreement, 2016, p. 9 <http://www.desca-2020.eu/fileadmin/content/Desca_2020_1.2/DESCA2020_v1.2_March_2016_with_elucidations.pdf>, accessed 9 December 2016.



6 Section 5 of the code

Section 5: Results and forms of protection

5.1) When results are achieved, the Parties should adopt all the necessary means to protect the said results. If following research activities an invention is achieved, issues related to the protection of this invention are raised.

5.2) Rules on intellectual property rights: 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 Universities/Businesses Project co-development) in which to recall or, possibly, derogate these rules. Interesting to note is the difference, provided in several ICP codes⁵, between inventions achieved in the execution of a contract of work and invention obtained not in execution of the contract of work; this in relation to the ownership of results and, hence, to the entitlement to apply for a patent. It may frequently happen that the invention is achieved in the development of a research Project co-development which may be entirely or partially financed by a Business and which may be coordinated by a specific Department of the University⁶. In the case of Universities/Business research Project-co development, the achievement of results (which may be, for example, inventions) is the main purpose of the Project itself. In this context, it is evident that at least two other institutions/entities will benefit from the research activity (IPRs, dissemination activities, publications). Clearly, the inventor has to be recognized as the “moral” author of the invention and his/her name shall be mentioned in all dissemination of his/her work and other relevant activities. The Businesses and Universities have to reach an agreement concerning the ownership of the invention.

5.3) Agreement on IPRs: Parties, behaving in accordance to good faith, should find an agreement with which to balance all the various interests of the invention (e.g. ownership, industrial exploitation, dissemination activities).

5.4) Moral rights of the author: the invention’s author’s name shall be divulged despite the means used to protect and to exploit the results.

⁵ For example: Italian ICP (D.Lgs No of 10 February 2005), French ICP (Law n° 92-597 of 1 July 1992), Spanish ICP (Real Decreto Legislativo No 1 of 12 April 1996 on revised Intellectual Property Law (which harmonizes all existing legal provisions), Hungarian ICP (Act XXXIII of 1995 on the protection of the inventions by patents).

⁶ Art. 65 of Italian Intellectual Property Code has to be mentioned because it represents a “specificity” of Italian legislation. In effect, it states, in par. 1, that the researcher, author of the invention, is the only person entitled to any rights deriving from the patentable invention and, in following par. 5, it provides for an exemption when research is financed (or partially financed) by third Parties. 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.



5.5) Information duties: Parties shall inform each other of any information required for the implementation of the Project co-development and shall communicate any intention related to the use of these results.



7 Section 6 of the code

Section 6: Confidentiality and dissemination of results

6.1) Non-disclosure agreement: Parties may specify rules on confidentiality both on information prior to the implementation of the Project co-development and on the results deriving thereof.

6.2) Balancing of interests: in listing confidentiality requirements, Parties shall have regard for their different interests.

6.3) Dissemination activities: confidentiality requirements shall allow the possibility for a total/partial dissemination of the results of the Project co-development.

6.4) Duration of commitment on confidentiality: confidentiality requirements shall last the time needed in order to perform the project co-development and could remain in force even after its termination.



8 Section 7 of the code

Section 7: Entry into force and duration

7.1) Entry into force: The Code of Ethics is closely linked to any other agreement which may be adopted between Parties and, more specifically, to the contract/agreement on Project co-development⁷.

A Party becomes a Party to the Code of Ethics once drafted on the basis of these framework rules and upon the signing of the Code itself by a duly authorised representative⁸.

The Code of Ethics shall have effect from the effective date identified in the Code itself⁹.

7.2) Duration

The Code of Ethics shall continue to have effect until the fulfilment of all obligations undertaken by Parties of the Code of Ethics.

A reference is made to the specific contract/agreement on Project co-development in relation to Applicable Law and Settlement of disputes including all possible cases for its termination.

⁷ DESCA (2016), *l. c.*, p. 3.

⁸ DESCA (2016), *l. c.*, p. 8.

⁹ DESCA (2016), *l. c.*, p. 8.

9 References

European Commission Directorate-General for Education and Culture-Directorate C: Lifelong learning: higher education and international affairs European Institute of Innovation and Technology; economic partnership. The State of European University-Business Cooperation- Part of the DG Education and Culture Study on the Cooperation between Higher Education Institutions and Public and Private Organisations in Europe, May, 15, 2010 to August 31, 2011. Science-to-Business Marketing Research Centre, Germany, p. 7.

DESCA, Horizon 2020 Model Consortium Agreement, 2016. Available at: <http://www.desca-2020.eu/fileadmin/content/Desca_2020_1.2/DESCA2020_v1.2_March_2016_with_elucidations.pdf>.

Intellectual/Industrial Property Codes

Italian D.Lgs No of 10 February 2005 on the Industrial Property Code.

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

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

French Law n° 92-597 of 1 July 1992 on the Intellectual Property Code.

