

# IPR-policy for the Research Council of Norway

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- 1. Background**
- 2. Statutory changes**
- 3. RCN's practice up to date**
- 4. Other countries' practices**
- 5. RCN's new IPR-policy**



# Initialisation of the project

- The Government's declaration in 2005
  - Norway should be one of the leading, innovative and dynamic knowledge based economies in the world within the areas where we have our advantage.
- Ministry of Trade and Industry
  - Report on how to increase the knowledge of IPR in industry and relevant official institutions
- Ministry of Education and Research
  - requested RCN to prepare an IPR-policy for research funding
  - RCN asked to facilitate the Universities effort to establish a common IPR-policy

# Mandate

- Who should have the ownership of values generated from public funded research?
- Should Norway have national regulations about IPR for such results?

# Execution of the project

Starting January 2007 - ending May 2008

- Studies and field trips
- Meetings with stake holders (two rounds)
  - Ministries
  - Academic institutions
  - Industry
  - Large companies
  - Organisations (NHO-Confederation of Norwegian Enterprise , Norwegian Industry, Abelia)
  - Venture capital



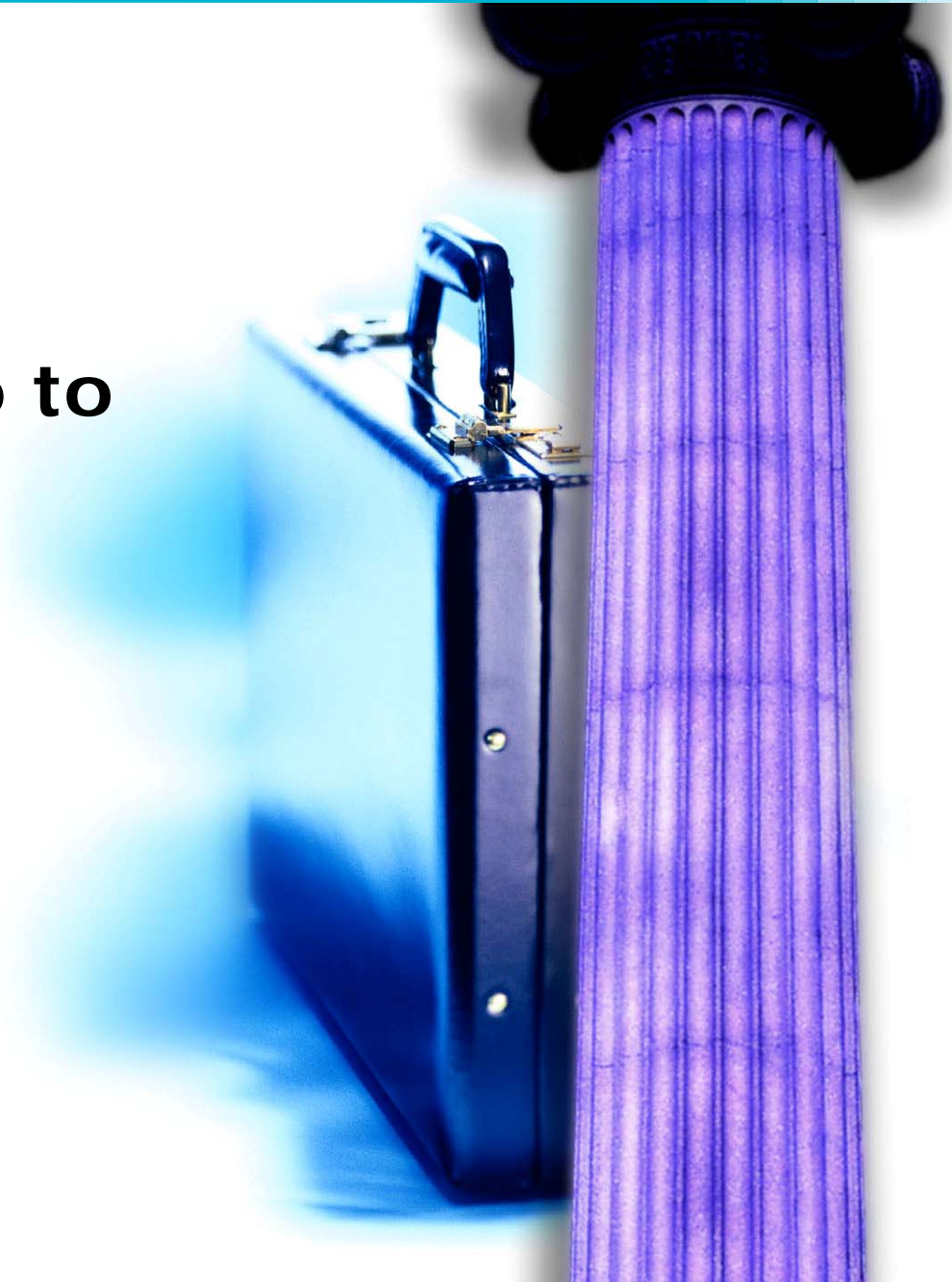
# Statutory changes

**Termination of the academic exception in the employment invention act**

**Changes in the act regulating the universities- and colleges – 2003/8**

- Purpose:
  - For the benefit of the society
  - Responsibility for added value and commercialisation of research results
  - ..not to strengthen the economy of the universities...

**RCN's practice up to date...**



## RCN's General Terms of Contract

### 7.2 Project results

Unless otherwise agreed with the Research Council, the Project Owner will own the project results and have the exclusive right to make use of them. Where legislation requires that rights be registered to obtain protection, the Project Owner shall perform such registration to obtain legal protection against third parties.

..... Unless otherwise agreed in writing with the Research Council, it is assumed that these agreements guarantee that such rights are the exclusive property of the Project Owner.

(has been seen as the main rule)





## 7.2 continued

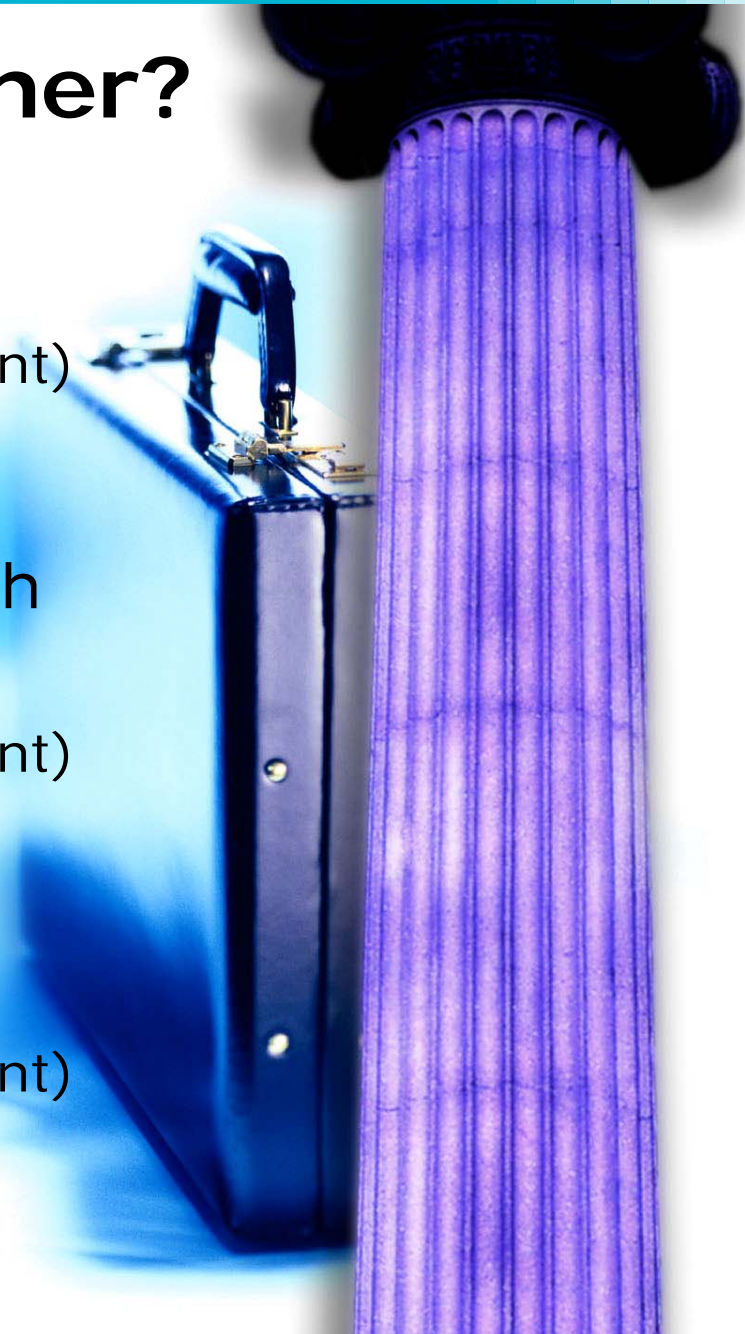
Nor does this provision preclude the right to share project results with consortium participants, proportionate to the parties' contributions to the production of the project results

(has been seen as an exception)



# Who is the Project owner?

- User-driven Innovation Project
  - The Project Owner (formal applicant) must be a Norwegian company/organisation.
- Knowledge-building Project with User Involvement
  - The Project Owner (formal applicant) must be a Norwegian research institution.
- Researcher Project
  - The Project Owner (formal applicant) must be a Norwegian research institution



- **Developments in the USA**
- **Developments in Europe**





## The Bayh-Dole Act 1980



**Similar to the Norwegian situation when it comes to :**

- **History**
- **Legislation**
- **Practice**

**Except in Sweden**



# The new IPR-principles

# 1. Objective

**Research projects that are fully or partly financed by the RCN shall ensure society's interests.**

**The results shall benefit society in a broad sense, both through development and dissemination of knowledge and commercialisation. RCN has an important role in contributing to the management of intellectual property resulting from research financed by public funds.**



## 2. Rights

The project results shall in principle be transferred from the employees who have created the results to their employers. For research purposes the project results ought to be freely available for all the participants in the project.

In collaborative projects and if an employee has more than one employer the parties shall agree on how the property and exploitation rights shall be divided and managed.

As an exception RCN can stipulate special conditions concerning the property and exploitation rights for specific application types.

### **3. Publication/dissemination**

The project results shall in principle be made known as soon as possible. A temporary postponement can be agreed upon if publication interferes with the protection or the commercialisation of the results. In exceptional cases permanent secrecy can be agreed upon.



## 4. Protection

The institution or enterprise shall evaluate if protection of project results that can have commercial value is needed, and if so, ensure such protection.



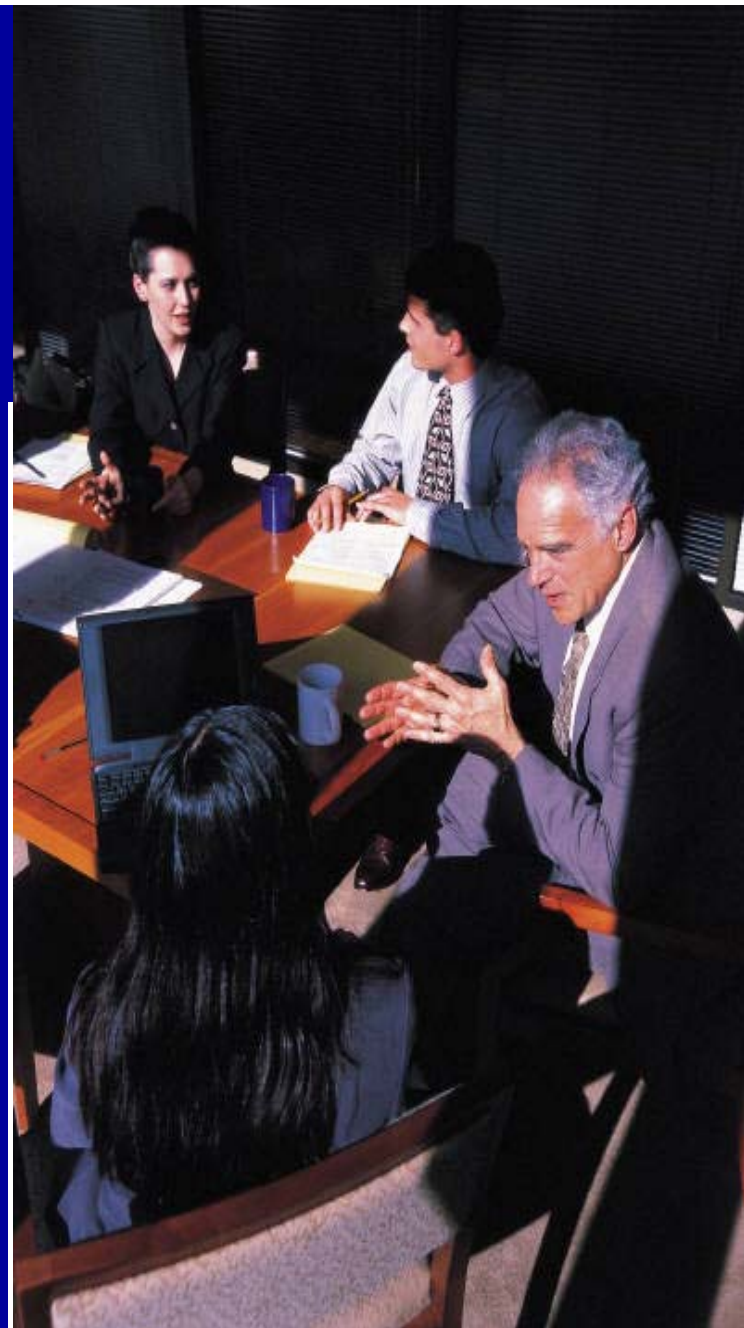


## 5. Utilization


The project results shall be utilized within reasonable time. If this is not carried out, those persons who have created the results in the project can claim that the rights shall be returned to them, unless otherwise agreed.

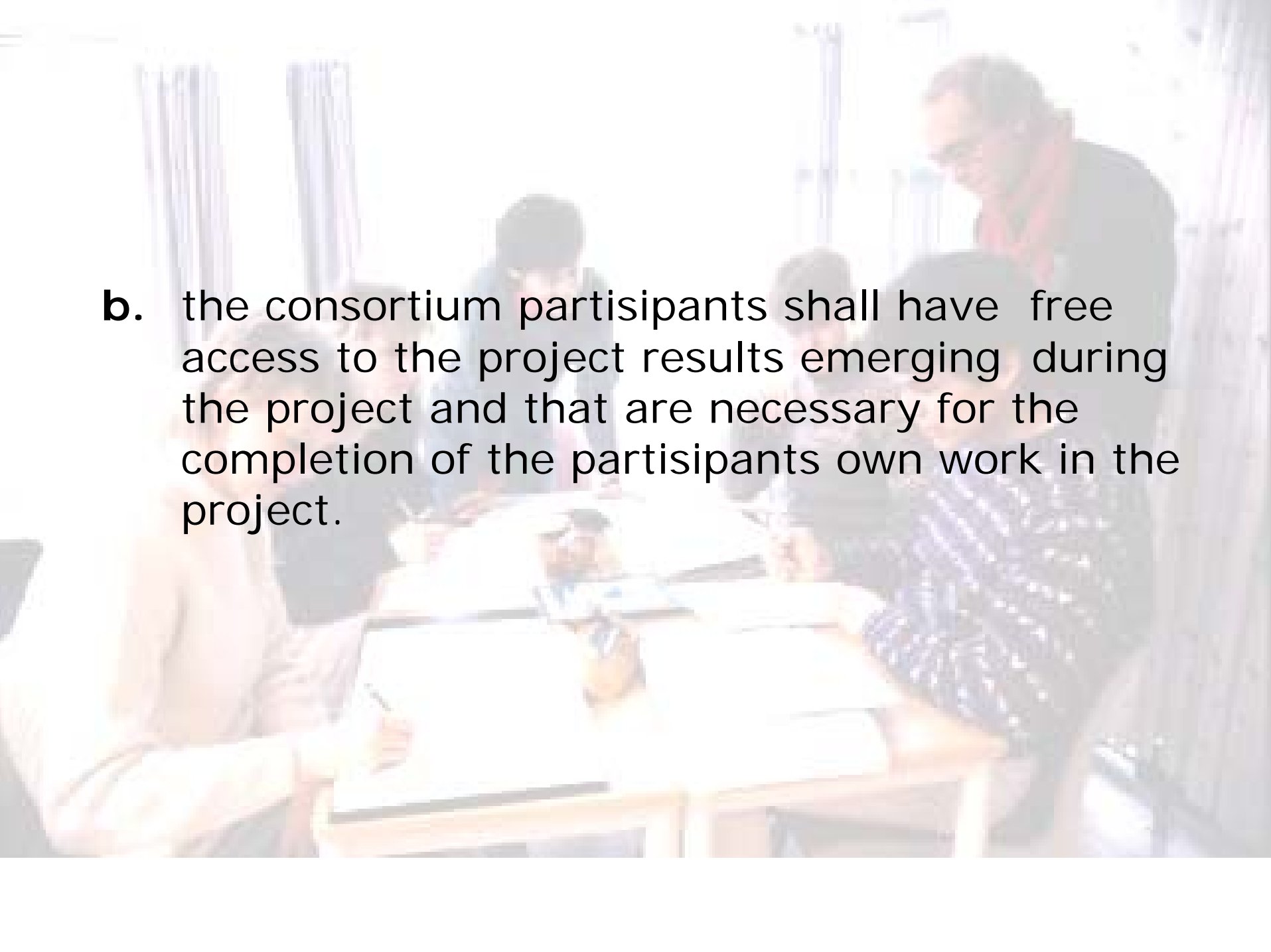
## 6. Consortium agreement

Before signing the grant agreement with the RCN, collaborating parties shall enter a consortium agreement which regulates the conditions of the collaboration between the project participants.



# Principles for consortium agreements:

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- a. Use of and possible compensation for background which is brought in to the project shall be regulated.

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- A group of people are gathered in a meeting room. Some are seated around a table covered with documents, while others are standing and looking at a screen. The scene is brightly lit, possibly by large windows in the background.
- b.** the consortium participants shall have free access to the project results emerging during the project and that are necessary for the completion of the participants own work in the project.



- c. The consortium participants shall have access to the project results and to the background at agreed terms when needed for the utilization of their own project results.



- d.** The research institutions ought to have the right to obtain the property and exploitation rights to the project results that fall outside the other parties commercial interests.



- e. The educational institutions ought to, possibly after a specified date, freely fulfill their needs for use of the project results for educational and research purposes.



## Next step

- Implementation in the General Conditions by end of 2008
- Templates for Consortium Agreements ?

**Thank you for your attention.**

**Questions?**