



Qualification of innovative floating substructures for 10MW wind turbines and water depths greater than 50m

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Definitions & Abbreviations

AST	Administrative Support Team
CA	Consortium Agreement
GA	Grant Agreement



IP	Intellectual Property
IP-i	Innovation Potential inventory
IPG	IP Management Group
IPR	Intellectual Property Rights
PC	Project Coordinator
PM	Project Manager
PPI-d	Potentially Protectable IP declaration
WPL	Work Package Leader



Executive Summary

This deliverable documents the guidelines for Intellectual Property Rights management as derived from the LIFES50+ Grant Agreement and Consortium Agreement. A procedure is presented covering identification of potential innovations, documentation, tracking and protection of Intellectual Property derived from LIFES50+.

The deliverable presents the roles and responsibilities of the Task Leaders, project beneficiaries and the LIFES50+ IP Management Board as well as containing the relevant templates for documentation and communication, especially the IP-i (Innovation Potential inventory), and PPI-d (Potentially Protectable IP declaration) forms.

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1 INTRODUCTION

This document contains guidelines for how Intellectual Property Rights will be managed in LIFES50+. The LIFES50+ Grant Agreement and the Consortium Agreement form the basis for these guidelines and are the de facto legally binding documents. This deliverable presents an outline of the two agreements in addition to the practical procedures defined by the LIFES50+ IP Management Group.

Guidelines for dissemination are depicted in deliverable D8.1 (due in August 2015) and the final list of IP generated throughout the LIFES50+ project will be documented in deliverable D9.5 (due in October 2018, upon project finalisation).

2 Intellectual Property Right Management in LIFES50+

All partners are encouraged to share their knowledge in order to improve the quality of LIFES50+ work. Most of this sharing will normally be unproblematic, but sometimes the knowledge may represent a significant value for the owner and in these cases one needs to consider the IP ownership issues. Ownership can then be established as one of the following types:

- **Background** knowledge is brought into the project from other activities. In these cases, the background should be registered in the annex of the CA. Further background can be communicated to the IP Management Group (see section 2.1). The owners of the IP are registered together with the IP. It is normally a good idea to register the background knowledge as such before it is divulged to anyone in the project. Note also that registration as background can be denied if it is thought that its ownership is unclear or that the knowledge is not necessary for the project. Registration of background knowledge should be denied for knowledge that can be proven to be already part of the public domain.
- **Results** are produced in the project, alone or in cooperation with other partners. As a general rule, the partners that have contributed to the development will have joint ownership to the IP. The IP should be communicated to the IP Management Group (see section 2.2) to prevent misunderstandings regarding ownership.

For both types of knowledge, other partners should be granted access to them whenever they need such access. Access rights are regulated by the Consortium Agreement (section 9) and must be observed by all parties. In short:

- Ownership of data remains with the originator.
- The owner of data has sole authority in determining the terms at which data is released to others, within the following proposed classifications:
 - Internal: Data, simulation results and model performance can be shared internally within the project
 - Restricted: Data and simulation results will only be available to the owner of the data and to MARINTEK. Model performance will be shared internally within the project
 - Confidential: No data or simulation results will be made available. Model performance will however be shared internally within the project
- Model performance will be documented in such a way that the underlying data cannot be determined.



- Any release of data, simulation results or model performance must be approved á priori by the owner of the data.

Two types of protectable IPs (results) are foreseen in LIFES50+. Enabling technology, hereunder new procedures, new hard-/software tools or new contracting models, can be defined as prerequisites or enablers for multiple other steps or engineering processes to proceed. Direct technology, hereunder new vessels, machines, components or robots, are technologies for direct deployment, usually for replacement of inferior existing solutions. Innovations and inventions foreseen in LIFES50+ can therefore be new hardware designs (hereunder materials) as well as design/analysis tools and computer models in addition to new procedures related to design (hereunder validation/assessment of designs), commissioning, operation, monitoring and maintenance, emergency interventions and ultimately de-commissioning.

2.1 The LIFES50+ IP Management Group

The IP Management group (IPG) consists of the Members appointed in the Consortium plan. It should be noted that new partners may be suggested for inclusion in the IP Management Group by the Coordinator. The Steering Committee will approve or decline the Coordinator's suggestions.

This group will handle IPR management including recording IP generated, protection and ownership of IP and addressing queries regarding interpretations of the rules and regulations stated in the GA and CA. The IPG consists of MARINTEK (chair) and Iberdrola (legal advisor) but more representatives can be proposed by the LIFES50+ Coordinator and approved by the Steering Committee. The Project Manager, Jan Arthur Norbeck (JanArthur.Norbeck@marintek.sintef.no), is the primary point of contact towards the IP Management Group.

The IPG have the following responsibilities:

- IP management includes ensuring partners are made aware of the procedures designed to record IP, maintain its patentability and confidentiality; making sure that IPR is exploited where possible; keeping a track of potential patents; and ensuring access to Results and Background if necessary
- Maintain a register of IP generated (see Annex A). The IP Management Group should be notified of all intentions to protect/patent results and will update the consortium on all developments as appropriate
- Act as the first point of contact with regard to queries over IPR and ownership offering guidance regarding interpretations of the rules and regulations stated in the GA and CA

The IP Management Group will only act in the advisory and coordination capacity. Any conflicts that cannot be resolved by the consortium within the scope of the CA may have to be taken to external institutions for resolution.



2.2 Procedures for tracking and protecting Intellectual Property

These procedures are created to enable identification, documentation, tracking and protection of Intellectual Property derived from LIFES50+.

2.2.1 Keeping an inventory of potential IP per Task: The IP-i form

Initially each Task Leader (TL) is requested to communicate the potential for new innovations that may lead to protectable IP and follow it up throughout the Task. Potential innovations in a Task should be documented in an IP-i form (Innovation Potential inventory form), see Annex B for the IP-i form template. This template is also available in the project internal website (<http://www.lifes50plus.eu/project>). Please note that the IP-i form is intended as an inventory only. There is no obligation to actually declare a protectable IP even if one has been listed in the IP-i form as not all potential IPs identified at start-up will be eligible for formal protection in the end.

The IP-i form should be completed upon Task kick-off and the Task Leader should involve all Task members in gathering information for the form. A Task meeting or similar event with face to face contact between Task members presents a good occasion to complete the IP-i form. Once completed the IP-i form should be sent to the IP Management Group via the Project Manager Jan Arthur Norbeck (JanArthur.Norbeck@marintek.sintef.no).

The completed IP-i form per Task is kept on file by the IP Management Group, with possibilities for updates by the Task Leaders as the Tasks proceed. Upon completion of a Task, the Task Leader should complete a final IP-i form, listing actual Intellectual Property derived from the Task. The final IP-i form is kept on file by the IP Management Group for documentation purposes.

Please note that the IP Management Group is available for assistance in completing the IP-i form and all later IP-related activities in the Task.

2.2.2 Registering potentially protectable IP: The PPI-d form

When a beneficiary (or a group of beneficiaries) identifies an actual innovation which should be investigated for potential protection, a PPI-d form (Potentially Protectable IP declaration) should be completed. The PPI-d form is found in Annex C and is also available in the project internal website.

Declaring a Potentially Protectable IP (filling in a PPI-d form) is in the hands of the beneficiaries and does not depend on any initiative from the Task Leader. This in order to ensure that innovations cannot be suppressed by someone with a mere management function in the given Task.



A key issue in the PPI-d form is the ownership of the innovation. The partners need to manage the actual ownership issues themselves. The main issues are:

- If ownership is shared between partners, it is necessary to develop a Joint Ownership Agreement (JOA). See Annex D for an overview of recommended content of a JOA. If the JOA does not set any special agreement on the terms of sharing or there's no traceability on who developed the idea, it will be shared equally by all those partners who took part in the idea development
- Traceability of ownership comes from approved Minutes of Meeting or other types of documentation. Minutes of a meeting or event will register the idea and who generated it and, subject to the approval of the minutes, partners who generated the idea can state if they wish to protect it or not
- If partner/partners generate an idea but they do not declare that the idea will be exploited and/or protected by that partner, the idea becomes the ownership of the LIFES50+ project as a whole ("joint ownership of Results") as defined in the CA and the GA general Conditions

Please note that the IPP-d form by no means qualifies as a formal protection of an IP. The full responsibility for protecting the IP (e.g. by means of a patent or similar) rests with the owner(s) of the IP.

The PPI-d form should be sent to the IP Management Group via the Project Manager Jan Arthur Norbeck (JanArthur.Norbeck@marintek.sintef.no) as the IP Management Group is obliged to keep an IP register. The IP Management Group will assess and follow up and potentially comment on each PPI-d form.

2.2.3 Protecting Intellectual Property

The following points describe the steps to be taken in the case of patenting or similar formal protection of IP.

1. Beneficiaries (owner(s) of Results) that intend to protect or file a patent¹ should declare their intent as soon as possible to the IP Management Group through the PPI-d form. In the case of a patent, they should submit a plan including a proposed shared Ownership for the case of joint ownership to the IP management Group as least 60 days before filing the patent(s)
2. The IP management Group presents the proposal to all the partners in the Consortium. They have 30 days to express their views and to object. Any conflict of interest can be arbitrated by the IP Management Group, but may require external assistance in some cases.

The choice of the most suitable form of IP protection, as well as the duration and geographical coverage depends on the results at stake (is it an invention, software or a database?), but also on the business plans for their exploitation and legitimate interests of consortium partners.

¹ There is an obligation to establish ownership, to use and to protect results. Ownership may be transferred, but transfers to third parties outside Horizon2020 needs to inform the Commission 45 days prior to the dissemination. In such cases the Commission may assume ownership (GA Articles 26-28 and 30).



Subject Matter	Patent	Utility Model	Industrial Design	Copy-right	Trade Mark	Confidential Information
Invention	X	X				X
Software	X ²	X		X		X
Scientific article				X		
Design of a product			X	X	X	
Name of a technology/project					X	
Know How						X
Website			X	X	X	X

Table 1 Forms of IP Protection

https://www.iprhelpdesk.eu/sites/default/files/newsdocuments/FS_IP_Management_h2020_implementation_0.pdf

Beneficiaries (owner(s) of Results) should establish ownership and protection during the project to ensure that IP rights are established beyond the project lifetime.

There is also an obligation to report patents filings that take place after the termination of the project to the EU.

² Software patentability is still a debated issue given its exclusion as a subject matter as by Article 52 (2) (c) and (3) EPC. However, the Enlarged Board of Appeal of the European Patent Office is inclined to its patentability as long as the claim related to a computer program defines or uses technical means (a hardware element).



4 Annex B: The IP-i form

The Innovation Potential inventory form is available as a template on the project internal website.



[Title]

Innovation Potential inventory form

[Title]

Task no. and title	Use numbering, e.g. T2.2 for Task 2 in WP2. Use the Task titles as in the DoA.
Task leader	Name of the organization in charge
Date	Date the form is sent to the IPMG

Purpose

This Innovation Potential inventory form (short IP-i) is managed by the Task Leader under the authority of the LIFES50+ IP Management Group. An initial version should be filled in at the start of the Task, and updated as needed. The Task Leader is responsible for sending the form to the IP Management Group.

This Task might produce the following potentially protectible IP in the course of its work. Possible topics¹ and the potential Task participants involved² are specified below.

NOTE: If your Task receives input from another Tasks, those inputs could give rise to protectible IP on that/those other Tasks. If in doubt, consult other Task leaders (or the IP Management Group)

¹try to define each topic concisely but briefly
²specify Task partner(-s), or state "All"

Topic 1 Enter title for topic

Describe what would be protected and state the involved partners.

Topic 2 Enter title for topic

Describe what would be protected and state the involved partners.

Topic 3 Enter title for topic

Describe what would be protected and state the involved partners.

Topic 4 Enter title for topic

Describe what would be protected and state the involved partners.





[Title]

Topic 5 Enter title for topic

Describe what would be protected and state the involved partners.

Topic 6 Enter title for topic

Describe what would be protected and state the involved partners.

Checklist before sending to the IP Management Group via Jan Arthur Norbeck
(JanArthur.Norbeck@marintek.sintef.no).



What?

- Name beneficiary of the potential innovation
- Description is adequate
- All partners involved in the innovation are named.



LIFES50+ Innovation potential inventory, project 640741

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5 Annex C: The PPI-d form

The Potentially Protectable IP declaration form is available as a template on the project internal website.



[Title]

Potentially Protectable IP declaration

[Title]

<p>Beneficiary Task no. and title</p> <p>Task leader Date Owning company</p>	<p>Person making this PPI-d Use numbering, e.g. T2.2 for Task 2 in WP2. Use the Task titles as in the DoA.</p> <p>Name of the organization in charge</p> <p>Date the form is sent to the IPMG [Company]</p>
---	---

1 Purpose

This form is to be completed by individual Task Members wishing to declare an innovation or invention that could give rise to IP that can be protected. The form can be shown to the Task Leader for information/comment, but will in any case be sent to the IP Management Group and kept on file there for possible further treatment.

2 Declaration

I wish to declare an innovation or invention that could lead to IP that may be commercially or industrially exploitable and therefore needs to be protected.

3 Task leader's comments

- Please allow the task leader to comment in Word before signing.

Signature (task leader)

Comment [MPN1]: Remove if not relevant

4 Citation in annual reports

I agree to the following: The existence of the innovation/invention, its title as given on this front page and the name of the person/beneficiary depositing the PPI-d can be mentioned in the annual public Exploitation Reports for LIFES50+.

Comment [MPN2]: Remove if not relevant!

5 Description of the protectible innovation / invention: *(treated as confidential)*

give a concise but brief description of the new Foreground, as you see it, and refer to its advantages over previous /existing solutions.





[Title]

6 Relation of the innovation/invention to LIFES50+ Background

if any - will be treated as confidential – refer also to any relevant Background you are aware of owned by third parties, i.e. non-LIFES50+ participants. (if you are not feeling sure... then simply respond “Not sure”)

7 The working team behind the innovation / invention

you may include Task Members from other beneficiaries as and if appropriate

8 The innovation / invention is a possible case of Joint Ownership, or is considered to be owned exclusively by [Company]?

if you are not feeling sure... then simply respond “Not sure”.

Comment [MPN3]: Remove the part that are not relevant

9 The intended form of protection

Explain why. If you are not feeling sure... then simply respond “Not sure”.

Comment [MPN4]: In what form e.g. Patent, Copyright, Secret... do you / does your company intend to protect the innovation / invention, based on what you know now?

9.1 Further relevant information

Could be proof or reference for the declaration, e.g. Minutes of Meeting, Notes or other, attach copies / links to documentation as appropriate.

Comment [MPN5]: Do you wish to provide any more relevant information at this stage?

10 Signatures

We, the task members making this declaration, have been informed about the use of this PPI-d form and have completed the form to the best of our ability based on what we know at the moment.

Company	Place/Date	Signature
Add more lines using tab		





[Title]

11 Confirmation of reception

In my capacity as _____ (Chair / Vice-Chair / Member...) of the LIFES50+ IP Management Group, I confirm that this PPI-d form has been duly received.

(Place and Date)

(signature)



LIFES50+ Potentially Protectable IP declaration, project 640741

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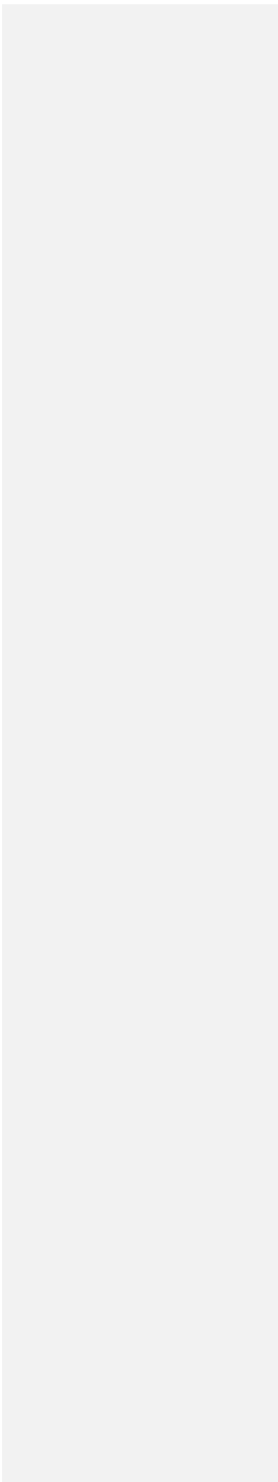


Checklist before sending to the IP Management Group via

- Jan Arthur Norbeck (JanArthur.Norbeck@marintek.sintef.no).

- ✓ **What?**
- Name beneficiary of the potential innovation
 - Description is adequate
 - All partners involved in the innovation are named.
 - Team leader was asked for comments
 - Checklist is filled out

[Title]



LIFES50+ Potentially Protectable IP declaration, project 640741

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6 Annex D: Recommended content of a JOA

Information here is taken from <https://www.iprhelpdesk.eu/node/726>.

Participants in the collaborative research projects are usually free to decide on the research results ownership regime. Sole ownership is an option when one participant generates a project result. Alternatively, joint ownership may occur when participants work together upon the results and the impact therein may not be clearly determined. In such cases participants should agree on the terms of the joint ownership in a separate agreement, which shall cover at least issues outlined below:

- Parties: identification of the participants - joint owners;
- Object of the contract: the joint ownership of the project results;
- Shares: assignment of shares within the joint ownership;
 - Shares split equally among all joint owners or
 - Shares split in proportion to the joint owners contributions;
- IP management: indication of the partner responsible for filing and maintaining (including the costs incurred) of the IP rights over the results;
- Protection of rights: obligation imposed on all participants to monitor and report any infringements of the results; indication of the partner empowered to conduct legal actions for protection of the results;
- Conditions of the use of the results;
- Use in further research: conditions for use of the results for further research carried out with third parties, i.e. joint owners may be required to inform each other of such plans and sign respective confidentiality agreements with the third parties;
- Individual exploitation: conditions for exploitation of the common results individually in participant's own commercial activities;
- Licensing: possibilities to license (sublicense) the common results. This possibility may be totally restricted (i.e. licensing upon agreement of all joint owners) or subject to certain conditions;
- Transfer: Determining whether and under what conditions a joint owner may transfer its share to third parties. The rest of the joint owners may reserve the right to be informed of any such plans and/or be given a right to object such transfer;
- Additional clauses: standard contractual matters, i.e. applicable law, jurisdiction or alternative dispute resolution systems.

Joint ownership may cause conflicts between co-owners, which usually takes place if they fail to define in detail the rules with respect to their co-owned IP. Even though most countries provides for basic rules governing joint ownership, these rules may not be sufficient to safeguard the interests of all the participants coming from different jurisdictions. It is therefore essential to have a joint ownership agreement (or joint ownership clauses in the consortium agreement) that would clearly stipulate the jointly owned IP.

