

Annex 5a Guidelines concerning project results and / or Intellectual Property (applicable for an awarded project by TKI Dinalog)

These guidelines are applicable for a project awarded by TKI Dinalog. By submitting the proposal, the consortium partners certify that they are familiar with and adhere to these guidelines when executing the project after awarded.

Definitions

Project Results are defined as any result generated in a project.

Intellectual Property (IP) applies to any product to which intellectual property rights apply or can be established, products such as, but not limited to, works produced, inventions made, data collections created, models or programs and software developed.

Background is defined as Intellectual Property, in the same field as the project scope that was already present with one of the parties before the start of the project.

General

1. If in a project within the scope of generated project results any Intellectual Property is generated, TKI Dinalog must be informed of this immediately by means of a so-called Invention Disclosure Form (see Dinalog website).
2. Background remains the property of the particular party to whom it belongs. If necessary for the execution of a project, a party will only for use within the project, contribute this Background free of charge.
3. If one of the parties needs to avail itself of the Background already present with one of the other parties, for the exploitation and / or use of Project Results generated or to be generated, parties have to make agreements concerning this Background between them, laid down in, for example an agreement between parties; TKI Dinalog is not a party in this.
4. With regard to proceeds, Project Results in the form of Intellectual Property accrue to the person / party that generated them within the project. With regard to proceeds, joint Project Results accrue to the Parties that generated these jointly in relation to their relative contribution to the generation of the Project Results.
5. The project coordinator assesses, together with the parties that generated the Intellectual Property, based on the Invention Disclosure Form whether protection of Intellectual Property is useful and desirable.
6. The project coordinator and the parties that generated the Intellectual Property take initial care of and bear the expenses for the maintenance and exploitation of these rights, but will attempt to transfer these rights, as described below in item 10, to parties that are interested in (commercial) exploitation and will also attempt to cover at least the costs incurred or generate additional proceeds.

Rights for use of IP

7. For the knowledge institutions that have contributed to the realization of the particular Project Results in the form of Intellectual Property, use for education and research purposes is always free of charge.
8. For the companies that have contributed to the realization of the particular Project Results in the form of Intellectual Property, own use of these Project Results, whether or not for internal use and / or for commercial use and exploitation is free of charge at all times. The free-of-charge right concerns a non-exclusive non-transferable right.

9. For the partners in the project that have not contributed to the realization of the Project Results, own use, not being the granting of licenses to third parties or the sale / exploitation of these rights, is 'royalty bearing', but the contribution this particular partner has made in cash or in kind to the project, according to the approved project budget, as a whole should be taken into consideration here.

Additional rights for commercial use of IP.

10. As the manager / owner of Project Results in the form of established Intellectual Property, TKI Dinalog will transfer these (in licenses and / or sale) on market terms or to knowledge institutions on reasonable conditions. When offering to parties, TKI Dinalog will employ the following order:
 - a. First of all, for exclusive commercial purposes or for the acquisition of the right to grant licenses, on top of the already acquired right as a partner to free use as described in item 8, an offer will be made to the companies involved in the project that have contributed to the realization of the particular Project Results, taking into account the contribution already made to the realization of these Project Results.
 - b. Subsequently, for commercial purposes, on top of the already acquired right as a partner to free use as described in item 7, an offer will be made to the knowledge institutions involved in the project that have contributed to the realization of the particular Project Results, taking into account the contribution already made to the realization of these Project Results.
 - c. Subsequently, for commercial purposes, whether or not exclusive, an offer will be made to the other partners involved in the project within which the Project Results were generated, taking into account the contribution already made to the project as a whole.
 - d. Subsequently, for commercial purposes, an offer will be made to third parties at current market fees.
- 11 The Project Results or Intellectual Property can only be transferred to whichever party, after consultation and coordination through the coordinator of the project with the partners that have generated the Intellectual Property and after consultation with the (other) partners in the joint venture.
- 12 The proceeds that are received from the exploitation or transfer of Project Results or Intellectual Property is, after deduction of the costs incurred, fully intended for the partners that have generated it. The party that has paid for acquiring rights as mentioned in item 10 does not receive a share of the proceeds that they have paid themselves.