



FactSheet

No. 4.5

Ownership of project outputs and intellectual property rights

The Alpine Space programme co-finances projects that respond to common challenges of the programme area or build on its assets. Essential improvements can be achieved only if the outcomes of projects and their results are widely disseminated and the lessons learnt can be taken up and developed further by other players in the Alpine area. The capacity to transfer project outputs to a wider circle than the project partnership and to contribute to long term use of project outputs and the expected impact on target areas and groups are key features of the projects co-financed by the Alpine Space programme. Moreover, it is in the very nature of cooperation projects that different partners with different backgrounds, mindsets and interests come together. For all these reasons the proper management, dissemination and when applicable also protection of knowledge and knowhow should be ensured in all phases of a project, be it in the application, implementation or closure phase.



Issues to be considered during project generation and application

When a project is being developed the potential project partners should identify the data, know-how or information whatever its form or nature, tangible or intangible, including any rights – such as intellectual property rights – which they intend to bring into the project (e.g. scientific studies, methods, materials). The project applicants shall define if these data, know-how or information are needed for the successful project implementation and in this case also regulate the access of the other partners to these elements and for this purpose. Project applicants should also bear in mind potential rights of third parties that may be needed for the project and ask for authorisation to use them. Costs related to intellectual property rights (e.g. fees to be paid for access rights) can be eligible for co-financing and thus should be considered in the project budget.

When project idea and possible work share are discussed in depth with potential project partners any misappropriation can be avoided by concluding a memorandum of understanding that identifies relevant information that shall be treated confidential and foresees possible sanctions.

When elaborating the project application, the project applicants shall describe their strategy to ensure that project outputs are made available to a broader public and that relevant stakeholders are involved from the early project stages and will take over the project outputs.

Issues to be considered during project implementation

As a general principle and in the spirit of cooperation and exchange, project outputs (e.g. studies, policy recommendations, good practice guides) are expected to be made available to the general public free of charge and to be actively disseminated. The programme supports and fosters the dissemination of project outputs and results amongst a wide European public. Therefore, the managing authority (MA), the joint secretariat and the Alpine Space contact points will also make use of projects achievements for information and communication purposes.



By nature, several partners might be involved in the generation of project outputs. In this case “joint ownership” of outputs may arise. It is the programme’s ambition to ensure that each project participant may use what other participants have produced in the course of the project. To this end, each project participant is expected to grant a simple, nonexclusive right of use of any produced work of authorship to all other project partners. It is the responsibility of the lead partner (LP) to safeguard that such a right of use is granted to all project partners.

In case companies or other undertakings will operate/maintain the project outputs (e.g. an IT platform, database or other), these undertakings have to be selected in a non-discriminatory and transparent way. This is of the responsibility of the LP and project partners.

Provisions regulating what is described above are included in the template for the partnership agreement (PA) which shall be used by the project participants and the subsidy contract which the MA will conclude with the LP (see article 11 of the partnership agreement and 13 of the subsidy contract).

Of course the project proposals are of very different nature and in some projects intellectual property (IP) might be a bigger issue than in others (such as projects with research partners); or it could happen that a project partner develops or acquires IP in parallel to the project work and thus it could be useful to define access rights to it for the purpose of project implementation. For this reason, project applicants are always free to add further rules on these above-mentioned issues. But these rules shall not contradict the relevant EU regulations, programme rules and other provisions of the PA. That is why they shall be coordinated with the MA beforehand (see factsheet 3.1. partnership agreement).

The risk of potential conflicts among the project partnership on the ownership and use of outputs can best be minimised by an open discussion of the varying interests of the project partners from the very beginning of the project lifecycle.



Issues to be considered during project closure

Even though issues related to project outputs shall be considered already in the project generation phase the full range of project outputs will only be available towards the end of a project. Thus, questions concerning further dissemination and exploitation of project outputs and results gain even more importance in that project phase. Project participants have to showcase and present the project outputs and results and this will be decisive for the project success and uptake of its outputs by the policy makers. Furthermore, project partners shall be aware that obligations stemming from the PA and subsidy contract concerning the project outputs and communication will remain in place beyond the official project lifetime. Before taking concrete measures to exploit the project outputs project partners should always make sure not to violate any provisions laid down in the programme rules, subsidy contract and PA.

Reference documents

- Subsidy contract
- Partnership agreement