



MINISTÈRE
DE L'ENSEIGNEMENT
SUPÉRIEUR,
DE LA RECHERCHE
ET DE L'INNOVATION

*Liberté
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Fraternité*



Lancement d'Horizon Europe

horizon-europe.gouv.fr



Horizon Europe – aspects juridiques spéciaux : la propriété intellectuelle

Organisation : PCN juridiques & financiers

Invitées vedettes : Commission européenne & Agence exécutive pour le Conseil européen de l'innovation et les PME (EISMEA)

Avertissement

Le contenu de la présente présentation ainsi que les éléments de toute nature l'accompagnant sont réalisés et fournis pour information uniquement, à la date indiquée ci-dessous.

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Sommaire

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- **Problème audio ?**
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- **Coupez votre caméra SVP** : ce webinaire est enregistré pour mise en ligne et visionnage ultérieur (« *replay* »)

Introduction

- a. Présentation du webinaire
- b. Qui êtes-vous ? (Slido)
- c. Qui sommes-nous ?

1. Aspects juridiques spéciaux : la propriété intellectuelle et ses nouveautés sous Horizon Europe (HEU)

- a. Règles de PI générale d'HEU et différences avec celles d'H2020
- b. Nouveautés : la PI au titre des actions du Conseil européen de l'innovation (CEI)

2. Questions & réponses (Slido)

Introduction

Nos webinaires de lancement d'HEU

4 webinaires sur les aspects juridiques et financiers

1. aspects juridiques généraux – 21 mai, 10h
2. aspects financiers d'Horizon Europe – 21 mai, 14h
3. éléments clés de la préparation d'une proposition – 26 mai, 15h
4. aspects juridiques spécifiques PI, valorisation, EIC – 28 mai, 10h30

2 webinaires transversaux

5. la science ouverte, une opportunité – 1^{er} juin à 15h
6. la dimension du genre dans Horizon Europe – 3 juin à 10h

Présentation du webinaire

Lancement, en France,
du programme-cadre pour
la recherche et
l'innovation (PCRI) de
l'Union pour la période
2021-2027, « Horizon
Europe (HEU) »

Il a pour objectif :

- de présenter succinctement les bases-clefs du PCRI en matière de propriété intellectuelle (PI)
- d'identifier les principales nouveautés par rapport au précédent programme (H2020), dont celles relatives au Conseil européen de l'innovation (CEI)

Il ne portera pas sur des aspects suivants :

- juridiques généraux : webinaire du 21 mai 2021, 10h
- financiers : webinaire du 21 mai 2021, 14h
- montage de propositions : webinaire du 26 mai 2021, 15h

Vos intervenants

ORGANISATION

vos PCN juridiques & financiers pour HEU (MESRI) :

- Fanny SCHULTZ, coordinatrice
- Ingrid LY-KY
- Marion BONLIEU
- Cécile BARAT
- Lucie VAUCEL

Contact : [formulaire de contact](#)

Site : [page dédiée du portail national](#)

INVITÉ.E.S VEDETTES

Commission européenne

DG RTD - Direction H - Unité H1 : Service juridique commun

- Julien DULOT
- Bart JANSE

EISMEA

- Nicolas SABATIER
- Frédérique PERON-LUHRS

Qui sommes-nous ?

Des points de contact nationaux (PCN)

- Un réseau de PCN dédiés au PCRI, déployé dans tous les Etats concernés
- PCN = une personne physique nommée par la CE sur proposition de son gouvernement
- Mission : fournir un service public d'information et d'accompagnement sur le/au PCRI (incitation à participer)
- France : réseau national coordonné par le MESRI (autorité nationale)
- Documents de référence : oui (1 charte européenne)



PCN juridiques & financiers – missions

Informier et former sur les conditions de participation

- aspects juridiques et financiers généraux
- Horizon Europe, H2020

« Hotline » pour tous les participants français au programme-cadre: nos coordonnées se trouvent sur le portail français

Suivez notre actualité via le portail français www.horizon-europe.gouv.fr

Le portail français du programme européen pour la recherche et l'innovation

Informations actualisées sur :

- Le programme
- Les **appels à projets** (contenu enrichi)
- Les manifestations, événements, formations, webinaires à revoir
- Des témoignages, des conseils
- Le dispositif national d'accompagnement
- Boîtes à outil et FAQ
- Fiches pratiques juridiques et financières pour aider au montage et gérer les projets en cours
- Suivi statistique
- + **Ressources juridiques & financières**

Qui êtes-vous (profession) ?

Répondez *via* votre navigateur :

- directement *via* l'URL suivante :
<https://app.sli.do/event/tkszuakr>
- site [slido.com](https://www.slido.com) et entrez le code **#HEUFRPI**

Ou en scannant le **QR code** ci-contre :



1. Aspects juridiques spéciaux : *la PI et ses nouveautés sous Horizon Europe (HEU)*

N.B. : début de la présentation de la Commission



#HorizonEU

THE EU RESEARCH & INNOVATION PROGRAMME

2021 – 2027

Lancement d'Horizon Europe – France

Webinaire 'Propriété intellectuelle'

28 mai 2021

Research and
Innovation

JULIEN DULOT – BART JANSE

HORIZON EUROPE

An overview of the main IPR related grant rules*



* Open science rules will be discussed in a separate event

Continuity with Horizon 2020 rules: ownership

- ❑ **General rule:** each beneficiary owns the results it generates
- ❑ **Joint ownership:** If two or more beneficiaries have jointly generated results and it is impossible to determine the respective share of the work or to separate them for protection
 - Joint ownership agreement required; unless otherwise agreed, each joint owner may grant non-exclusive licences to third parties, without the right to sub-license, if the other joint owners are given prior notice and fair and reasonable compensation.
 - Joint owners may opt for a different regime*
- ❑ **Third party rights regarding results:** Beneficiaries must ensure that they can respect their grant obligations when they involve third parties in the project.



The beneficiaries may agree on a different joint ownership regime upfront (i.e. abolition of the '*once results have been generated*' H2020 requirement)

Protection of results

- ❑ Beneficiaries must adequately protect their results if protection is possible and justified, taking into account all relevant considerations
- ❑ Form of protection available will depend on the characteristics of the results



Abolition of requirement to notify the Commission if no protection is sought

Renewed emphasis on exploitation

- ❑ **General rule maintained:** beneficiaries must use their best efforts to exploit their results, directly or indirectly, in particular through transfer and licensing

NEW



RESULTS OWNERSHIP LIST (ROL)

Beneficiaries must complete a results ownership list (ROL) at the last periodic report to clarify the ownership of the results and promote their exploitation



HORIZON RESULTS PLATFORM

If despite their best efforts no exploitation takes place within one year after the end of the project, the beneficiaries must use the Horizon Results Platform to find interested parties to (help) exploit the results (obligation may be waived)



CONTINUED REPORTING

Continued reporting on the progress and obstacles regarding exploitation afterwards



Dissemination of results



General rule maintained: beneficiaries must disseminate their results as soon as feasible, subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests

A beneficiary that intends to disseminate its results must give **advance notice** to the other beneficiaries to ensure that their interests are not harmed.

Transfer and licensing of results



General rule maintained: Provided it does not affect compliance with their grant obligations, beneficiaries may transfer ownership and grant licences to their results.

Obligations must be passed on to new owner and **advance notice** given to the other beneficiaries (with exceptions) who may object if the transfer would affect their access rights. Exclusive licences only if other beneficiaries have waived their access rights.

Access rights to background and results



	<i>a beneficiary must grant access to its background</i>	<i>a beneficiary must grant access to its results</i>
<i>if needed by another beneficiary to implement the project</i>	<i>royalty-free unless otherwise agreed before accession to the grant agreement</i>	<i>royalty-free</i>
<i>if needed by another beneficiary to exploit its own results*</i>	<i>fair and reasonable conditions (to be agreed upon)</i>	

* Unless otherwise agreed, entities under same control as beneficiary and established in MS or AC also have access rights if needed to exploit the results of that beneficiary

Additional rules

- ❑ Specific or additional obligations may apply:
 - Always check the work programme (specific part & general annexes), the specific call conditions and the applicable provisions in the model grant agreement
 - Examples of type of additional obligations:
 - Additional exploitation, dissemination or access rights related obligations
 - Right to object of granting authority to transfers of ownership or grants of exclusive licences regarding results to entities established in a non-associated third country
- ❑ Beneficiaries may provide for additional rules in their consortium agreement

HORIZON EUROPE – EXAMPLE OF ADDITIONAL EXPLOITATION
OBLIGATIONS



Public emergency provision

Public emergency provision (Horizon Europe MGA Annex 5)



“Where the call conditions impose additional exploitation obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under fair and reasonable conditions — to their results to legal entities that need the results to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1)”.



Public emergency provision - Scope

➤ WHAT?

Right to request in case of a public emergency the beneficiary to grant non-exclusive license under fair and reasonable conditions to its results if needed to address emergency

➤ WHEN?

In case of a public emergency = An emergency characterised by a genuine and sufficiently serious threat undermining European Union's security, public order or public health.



Public emergency provision - Scope

➤ TO WHOM?

To legal entities that need the results to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions.

➤ FOR HOW LONG?

Minimum = duration decided by the granting authority

Maximum = up to four years after the end of the action

➤ FOR ALL PROJECTS?

When the work programme imposes additional exploitation obligations in case of a public emergency. Intended to be broadly used and act as a dormant provision.



Thank you!

HorizonEU

<http://ec.europa.eu/horizon-europe>

N.B. : fin de la présentation de la Commission



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N.B. : début de la présentation de l'EISMEA

European
Innovation
Council



EIC

from ideas to global markets

Proactive management and Intellectual Property

Nicolas Sabatier

EIC General Counsel & Adviser for operational strategy

& Frédérique Péron-Lührs

Adviser's team





What is holding back European Innovation?

Innovation **performance**

- **Strong research performance not translated** into innovation
- **Lack of breakthrough/ disruptive innovations** that create new markets

Innovation **funding**

- Financing gaps (2 “valleys of death”) in
- **Transition** from lab to enterprise
 - **Scaling up** for high-risk innovative start-ups

Innovation **ecosystem**

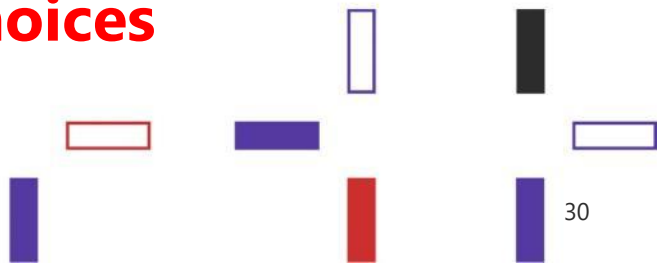
- Many national & local ecosystems, but **fragmented at European level**
- Need to **include all regions and all talent** (especially female innovators)



What is holding back European Innovation?
i.e., a systemic analysis

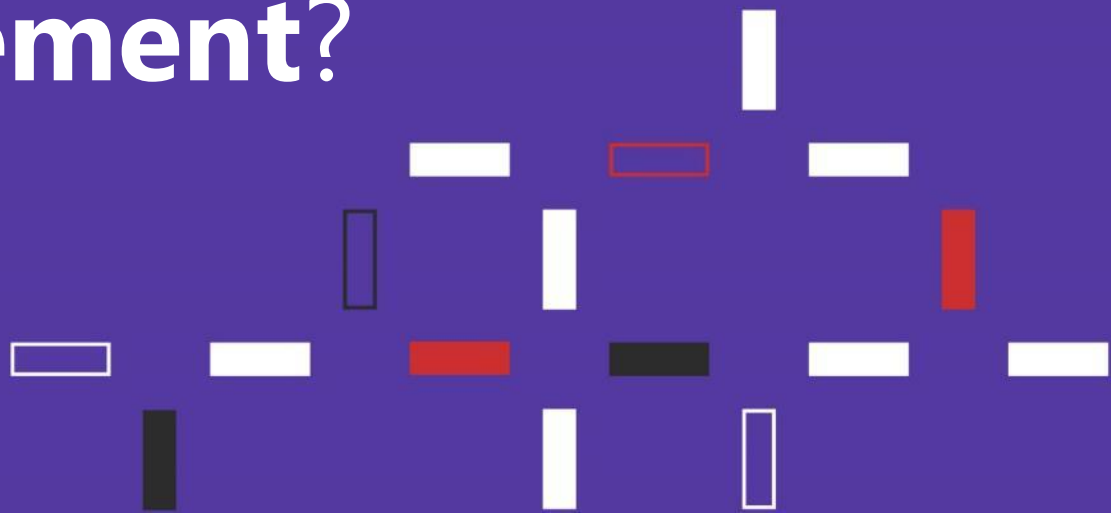
What is holding back European Innovation?
i.e., an institutional analysis

- **Defused leadership**
- **Complexity of making difficult choices**

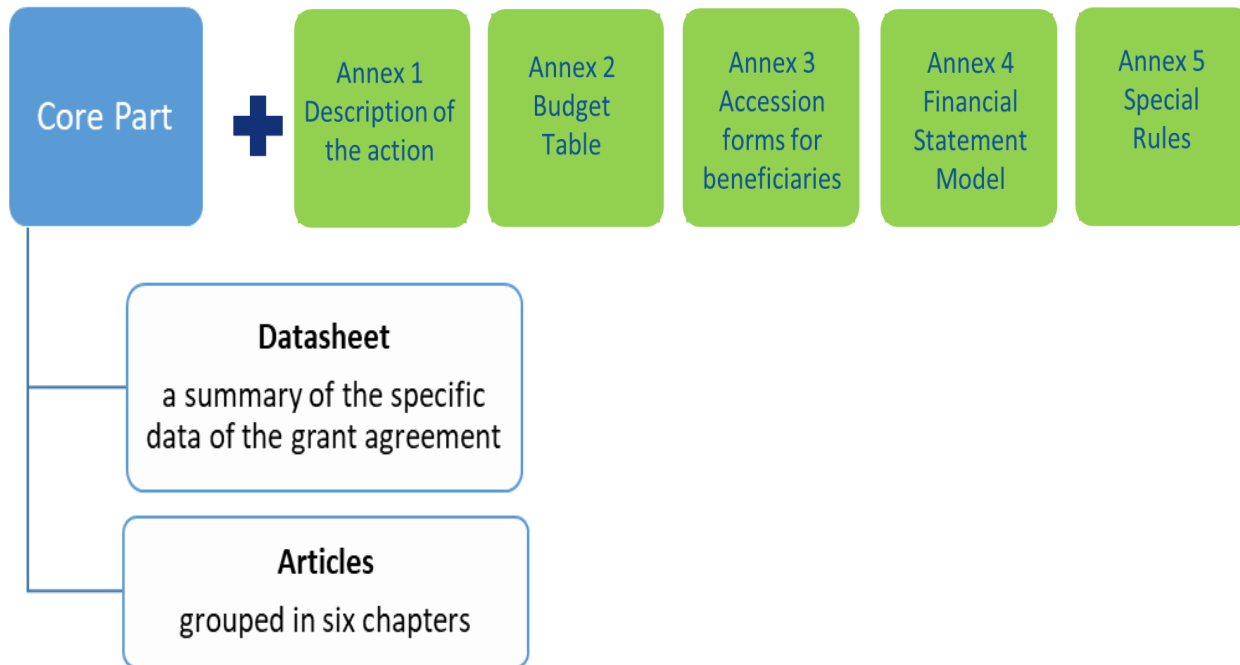




What is the Intellectual Property regime under the **ELC agreement**?



Structure of the Pathfinder and Transition grant agreement



Specificities of the Pathfinder and Transition grant agreement



Core Part

Specific ground for suspension/ termination

ONLY FOR PROJECTS SELECTED AFTER CHALLENGE CALLS:

loss of relevance as part of the portfolio it was selected for.

Annex 5

Special rules

Specific rules for carrying-out the action can be grouped around four main areas

CONFIDENTIALITY
AND SECURITY

ETHICS

VALUES

IPR —BACKGROUND
AND RESULTS —
ACCESS RIGHTS AND
RIGHTS OF USE

COMMUNICATION,
DISSEMINATION,
OPEN SCIENCE AND
VISIBILITY

SPECIFIC RULES FOR
CARRYING OUT THE
ACTION

*Proactive
management*

Portfolio

*IPR,
dissemination
and
exploitation*

*Communication
and visibility*

EIC Pathfinder and transition
SPECIFIC RULES

Can we change, re-orient, suspend or terminate projects?

Specificities of the Pathfinder and Transition grant agreement: Proactive management



Do we have the right to follow up projects more closely, not administratively but content-wise?

General principle: Annex 5 MGA + Intro WP

'All EIC actions will be managed proactively by the granting authority and the EIC Programme Manager it has appointed'

Progress meeting: Annex 5 MGA

'When implementing EIC actions, the beneficiaries acknowledge and accept that they must attend regular (normally six-monthly) progress meetings, if organised by the granting authority'

Quarterly reporting: Annex 5 MGA

'In addition, the beneficiaries must provide the granting authority with regular data and information on the implementation of the action (normally every three months), if requested by the granting authority and via the EIC Market Place'

Specificities of the Pathfinder and Transition grant agreement: Portfolio



Principles: Annex 5 MGA+ Intro WP

'The beneficiaries acknowledge and accept that EIC actions are part of (one or more) EIC Portfolio(s) managed by the granting authority and the EIC Programme Managers and therefore subject to the following specific portfolio-related conditions:'

Granting authority rights: may move and adjust **Annex 5 MGA**

- *'move the action to another EIC Portfolio or add additional EIC Portfolios during the action – with 30 days prior notice via the EIC Market Place'*
- *'adjustments: change EIC Challenge Portfolio objectives and roadmap during the action and, if needed, request adjustments to the action activities, milestones or deliverables'*
- *'for challenge-based EIC Pathfinder actions: suspend or terminate the action, if there is no agreement on adjustments needed to ensure relevance with the objectives or roadmap of the Challenge Portfolio for which the action has been selected'*

Can we change, re-orient, suspend or terminate projects?

Specificities of the Pathfinder and Transition grant agreement: Portfolio



Role of Programme Managers: Annex 5 MGA + Intro WP + Annex 6 WP

- *request participation in EIC Portfolio activities (such as conferences, workshops, EIC Portfolio or networks meetings, experience and data sharing activities, and EIC Business Acceleration Service events, etc.)'*
- *'propose or accept the organisation of EIC additional Portfolio activities (for EIC Pathfinder actions: possibility of additional funding of up to EUR 50 000 to cover the related costs).'*

Can we enforce collaboration between thematically related projects within portfolios?



Specificities of the Pathfinder and Transition grant agreement: Intellectual Property, Dissemination and Exploitation

Can we stimulate sharing of results with others to stimulate cross-fertilisation and innovation?

'The beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions, in particular:
(Annex 5 MGA+ Intro WP + Annex 7 WP)

Access of the EIC Community to preliminary findings and results:

use the EIC Market Place platform to exchange information on results (including preliminary findings) and Portfolio activities, in accordance with the Terms and Conditions of that platform

Consortium agreement

*clarify all intellectual property issues before the grant is signed and cover them in the consortium agreement (including ownership and co-ownership of results, consortium-internal approval processes for the dissemination of results, pre-existing technologies, appropriate licensing agreements for background, etc.)
and, if requested, provide a copy to the granting authority*



Specificities of the Pathfinder and Transition grant agreement: Intellectual Property, Dissemination and Exploitation

Can we stimulate sharing of results with others to stimulate cross-fertilisation and innovation?

'The beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions, in particular:
(Annex 5 MGA+ Intro WP + Annex 7 WP)

Plan for exploitation and dissemination

provide updates to the plan for exploitation and dissemination of the results and information on dissemination or exploitation activities, if requested by the granting authority and for up to four years after the end of the action

Indirect exploitation of results

*in case of indirect exploitation of the results:
give priority to entities established in a Member State or a Horizon Europe associated country to exploit the results*



Specificities of the Pathfinder and Transition grant agreement: Intellectual Property, Dissemination and Exploitation

Can we guarantee the rights for inventors to do something with 'their' results?

'The beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions, in particular: (Annex 5 MGA+ Intro WP + Annex 7 WP)

Rights of EIC inventors:

EIC Inventors: with reference to information and results owned by any EIC beneficiary that is a not-for-profit legal entity, any of their employees and subcontractors, established in a Member States or Associated Country, and appearing or entitled to appear as inventor in any corresponding publication or patent filing. (defined in Annex 7 WP)

'EIC Inventors are granted indefinite access rights for exploitation purposes under the following conditions:

- the access rights are granted on a royalty-free basis, unless the beneficiary provides support to the EIC inventor to exploit the results (in which case the royalties may be shared on mutually beneficial terms, provided this does not make the exploitation by the EIC inventor impossible)*



Specificities of the Pathfinder and Transition grant agreement: Intellectual Property, Dissemination and Exploitation

'The beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions, in particular:
(Annex 5 MGA+ Intro WP + Annex 7 WP)

Rights of EIC inventors:

- *the EIC Inventor must inform the beneficiary in due time before any exploitation activity they intend to undertake, and report to the beneficiary on the implementation*
- *if the beneficiary considers that the exploitation activity could negatively affect its own exploitation activities (as set out in the plan for exploitation and dissemination), it may request the granting authority to suspend the EIC Inventor's access rights'*



Specificities of the Pathfinder and Transition grant agreement: Intellectual Property, Dissemination and Exploitation

'The beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions, in particular:
(Annex 5 MGA+ Intro WP + Annex 7 WP)

Priority to exploitation and restriction to dissemination

comply with dissemination restrictions imposed by the granting authority in the plan for exploitation and dissemination of the results (if any), i.e.:

- *Prior protection*
- *Simultaneous unrestricted dissemination through the EIC Market Place*
- *for results that qualify for an EIC Transition action or EIC Business Acceleration Services: prior assessment of the innovation potential*

Can we put protection of results and exploitation first, instead of publication?



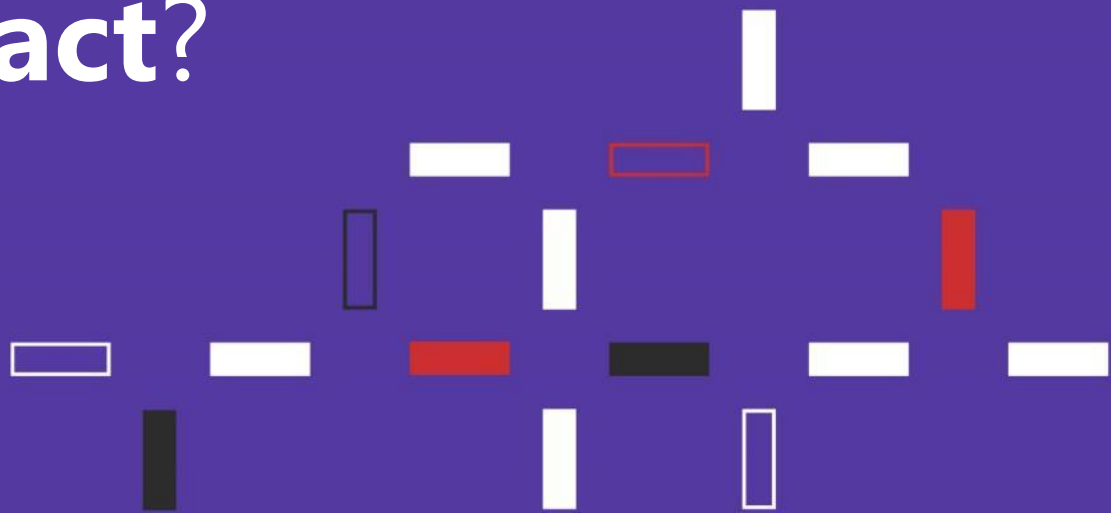
Specificities of the Pathfinder and Transition grant agreement: Intellectual Property, Dissemination and Exploitation

'The beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions, in particular:
(Annex 5 MGA+ Intro WP + Annex 7 WP)

Rights of the granting authority to disseminate and promote exploitation of results
allow the granting authority to also disseminate and promote the exploitation of the results, if they have already been made public by the beneficiary (or with its consent) or if, despite its best efforts, no exploitation has taken place, no interested party to exploit the results through the Horizon Results Platform has been found and it cannot demonstrate an alternative exploitation opportunity



What is the Intellectual Property regime under the **ELC contract**?



Specificities of the Accelerator contract: Intellectual Property Rules, Dissemination and Exploitation



Can we stimulate sharing of results with others to stimulate cross-fertilisation and innovation?

Access of the EIC Community to preliminary findings and results:

No obligation on Accelerator actions to disseminate their preliminary findings and results through the EIC Market Place BUT entrusts Accelerator beneficiaries to access preliminary findings and other results provided by Pathfinder actions, subject to non-disclosure obligations

Rights of EIC inventors: not applicable

The remaining IP rules will only apply for:

- Grant-only support
- Grant-first until investment component is awarded
- When EIC Fund agreement is terminated early

'The IPR, dissemination and exploitation obligations set out in the EIC Fund investment agreement will apply (see Annex 6); the provisions set out in Annex 5 will therefore only apply until the EIC Fund investment agreement is concluded or if the Agreement is terminated early'



Thank you!

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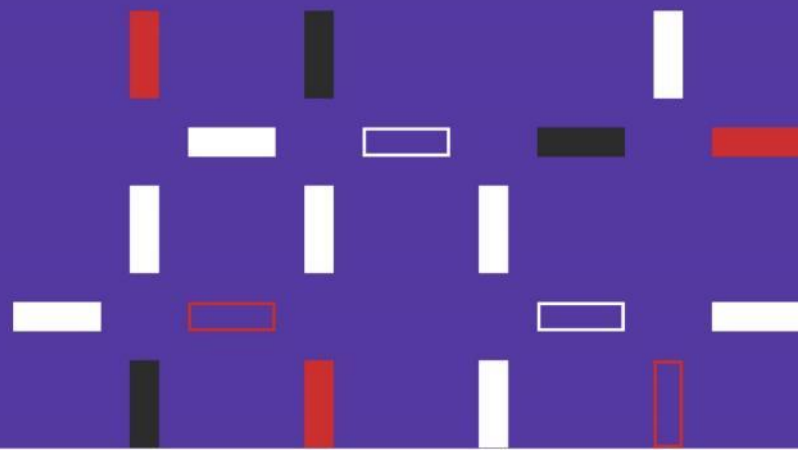
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N.B. : fin de la présentation de l'EISMEA

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2. Questions & réponses



*Problème d'accès à Slido ? Tapez « @PCN » et votre
votre question dans le chat (160 caractères max.)*

3. Dernière question !



MERCI DE VOTRE ATTENTION
A BIENTÔT !