

The Carnot institutes' code of best practices for Intellectual Property and Knowledge & Technology Transfers

In our current knowledge economy, economic competitiveness is largely based on innovation. Innovation involves an organised dissemination of the results of partner-based public research to ensure the optimal use of such results.

This code of best practices mainly concerns the strategic management of intellectual property¹ (IP) and knowledge & technology transfers (KTT) and its objective is to define the conditions of a lasting partnership between Carnot institutes and socio-economic actors.

Preamble

The partner-based research conducted by industrials and Carnot institutes through collaborative programmes is carried out for the socio-economic interests of the French regions, France and Europe to promote employment and economic competitiveness. Carnot institutes take into account the aims, interests and investments of each actor involved (manufacturers, other socio-economic entities, Carnot institutes), as well as the mutual interests of the various partners. As such, in carrying out their missions, Carnot institutes endeavour to:

- organise collaborative work with professionalism aiming at a lasting partnership (joint research laboratories, short or long-term bilateral research programmes, joint responses to calls for tender, etc.),
- disseminate and provide access to research results,
- transfer these results making the best use of all forms of KTT: licences, assignment of results, spin-offs, business creation, participation in standardisation bodies, etc.

Intellectual Property Policy (IP Policy)

Carnot institutes take care of:

1. Defining an IP policy as a part of their long-term strategy and communicating the elements of this policy internally and externally, while indicating the contact details of the key people in charge of IP and KTT issues.
2. In accordance with this strategy, promoting the identification, protection, management and transfer of any element of IP which is of industrial, economic and social interest, and implementing the necessary tools for tracking research results.
3. To this end, developing IP and KTT awareness actions at all levels of their staff and, if applicable, with students.
4. Monitoring the implementation of this policy at all the levels involved: research functions, research support functions, administration. To this end, Carnot institutes will not only implement incentive mechanisms intended to develop partner-based research and the protection, promotion and transfer of results, but will also endeavour to integrate the contribution to partner-based R&D and the transfer of its results into employee appraisals.

¹ Intellectual property: any intellectual creation (inventions, software, data bases, etc.) protected or not by formal IP rights as described in the following memo. The majority of the research results can be considered as elements of intellectual property.

5. Communicating clear rules to employees engaged in research dealing with publications, disclosure of new ideas that are potentially of industrial and/or commercial interest, property of research results, promotion of organisations' IP assets, record keeping, responsibility and management of conflicts of interest, and commitment with third parties.
6. Creating and managing coherent portfolios of IP² rights, e.g. by developing the necessary transfer partnerships for the creation of clusters or pools of results (patent pools, technological clusters), including with third parties. This will favour the creation of a critical mass of R&D results which will facilitate their use.
7. Adopting the organisation required to implement the necessary means to protect IP, in the context of the defined establishment strategy.

Knowledge and Technology Transfer Policy (KTT Policy)

Carnot institutes take care of:

8. Ensuring the widest possible dissemination of the results of their research in order to optimize their socio-economic impact.
9. Using all possible mechanisms of KTT so that the industrial and socio-economic actors involved have the capacity to exploit, directly or indirectly, the results of research³, with no limit on:
 - the possible methods of use,
 - the possible socio-economic partners of the transfer: public organisations and local authorities, other public research organisations and Carnot institutes in particular, large companies and SMEs, spin-offs, agencies and intermediaries active in the field of innovation, etc.,
10. Having access to professional expertise in support of KTT, such as legal, IP, financial and sales supports.
11. Specifying a clear licence policy, in order to harmonise internal practices within each Carnot institute and, in particular, the conditions of exclusive or non-exclusive grants of licenses on results acquired in bilateral collaborative research or consortium research and financed by private or public resources (in the frame of research projects funded by international, national or regional research agencies): fields covered, duration, etc.
12. Encouraging and defining a clear spin off policy within each Carnot institute, in conformity with the provisions in force, and explaining the conditions of collaboration between the Carnot institute and the spin-offs regarding hosting and follow-on (incubation), on the one hand, and scientific and technological partnership, on the other.
13. Establishing clear rules concerning the sharing of financial returns coming from KTT revenues between the Carnot institute, the inventor(s) and the other parties involved.
14. Communicating on their intellectual property rights protection and KTT activities, subject to the confidentiality of certain operations. Subject to the same reserves also, Carnot institutes also try to ensure as rapid access as possible to the technologies they have developed, informing potential users by any appropriate marketing and communication action.

² IP rights: term used to describe the legal instruments that can be used to protect intellectual property, such as patents (and utility models in certain countries), copyrights protecting software, data base rights, industrial designs, integrated circuit designs (topography rights of semi-conductors), trademarks, secrecy protecting business secrets and know-how.

³ Via partnership research agreements, in all their forms, or specific transfer agreements, with or without accompaniment.

Principles concerning collaboration and research contracts

Aware of their mission of contributing to innovation, Carnot institutes are very favourable to the development of responsible research partnerships with all socio-economic actors. These partnerships may take various forms, notably:

- *research contracts, including expression of needs and technical specifications specified with the socio-economic partner, and R&D effort funding by the partner,*
- *collaborative research partnerships, including a split of R&D tasks between partners and a joint financing.*

Practically, these partnerships may be performed within the frame of short or long-term bilateral relationships (R&D, framework agreements, strategic partnership agreements) or within the frame of multi-lateral research programmes funded by international, national or regional research agencies (CIFRE thesis, European Commission programmes, French National Research Agency – ANR.).

Within the frame of these partnerships, Carnot institutes take care of the following principles:

15. The costs of research projects are posted at their full cost.
16. Each party is proprietary of the R&D results (foreground) it has developed alone during the collaboration, except in case of specific negotiated agreement.
The parties involved jointly own the results they have developed together. The conditions of exercising the rights related to this property are defined according to specified and negotiated terms, for example, in proportion with their contributions in terms of invention and funding.
17. To promote the pursuit of innovation, a free right of use of the partnership research's results is granted to the Carnot institutes involved, strictly for the purposes of subsequent research.
18. The transfer of property of results held by a Carnot institute can only be considered on a case by case basis and must in any case be accompanied with an appropriate compensation.
19. Each research party is proprietary of its background (prior knowledge) and the ownership/access rights of this background cannot be modified by the collaboration, unless specifically negotiated. The background must be identified before entering any collaboration, with an indication of its public or private status, and be specified as far as possible in each contract.
20. Free access to background is granted to the partners of the research project for the sole purposes of their joint research: its use for other purposes shall be subject to a specific agreement.
21. The conditions of access to background and foreground for direct or indirect use must be specified as soon as possible and include, for example, the sharing of revenues, the possibility of sub-licensing the results or not, etc. In the mutual interests of the parties, failing a specific negotiated agreement, the research parties will grant exclusive or non-exclusive licences to the socio-economic partners best placed to ensure an exploitation of the results. Licence agreements will be negotiated taking account not only of industrial and economic constraints, but also of the interest and missions of Carnot institutes.
22. As a principle, licenses for direct and indirect use of background and of foreground must involve an appropriate and negotiated compensation. These licences will be limited to a definite period and to specific fields and territories.
23. Research partners agree on the added value their collaboration offers for the common good and, more generally, on the contribution this collaboration makes to innovation and society. They therefore negotiate the partnerships and their related contracts in this spirit and in good faith, in accordance with their mission to create innovation and value.