



Public IP Policy Document

1 IP POLICY STATEMENT

The following sets out the RAPID-MIX Project IP Policy and Framework statement.¹

A. General Principles

1. Activities within RAPID-MIX may generate a variety of results and outcomes or “work product” such as, by way of example, software, data, databases, hardware, text documents and other works of authorship (electronically or otherwise created), architectures, innovations, processes, machines, manufactured items, and/or compositions of matter (“**Results**” or “**Foreground**”). It is the desire of RAPID-MIX to allocate the intellectual property rights associated with this Foreground in a manner that advances the RAPID-MIX mission encourages innovation and future use of the RAPID API and related activities by both public and private-sector organizations. The purpose of this document is to clarify the principles under which RAPID-MIX operates with regard to intellectual property used (accessed), created or developed during the course of a RAPID-MIX activity.

2. The Foreground created or developed by participants in connection with RAPID-MIX activities should be subject to intellectual property treatment that:

- Encourages participants to make intellectual property developed as part of a RAPID-MIX activity available to the other RAPID-MIX members and the wider community for commercial and non-commercial exploitation.
- Encourages freedom to operate for the RAPID-MIX members, through declared IP clearance.
- Encourages the broadest possible distribution and rapid deployment of the Foreground through clear licensing terms.
- Promotes further innovation and reflects the contributions of the RAPID-MIX community and its members in the creation or development of that intellectual property.

3. These principles apply to intellectual property rights in the Foreground derived from all RAPID-MIX-supported activities, projects, and initiatives, including but not limited to activities using RAPID-MIX resources, including personnel, information and Background technologies.

4. RAPID-MIX (as a Consortium) disclaims all representations and warranties of any kind related to the use of any Foreground and/or any intellectual property resulting from RAPID-MIX activities². All distributors (exploiters) of Foreground from RAPID-MIX activities must establish their own representations and warranties regarding such Foreground, within the scope of the IP licensing terms of this Framework, ensuring that no liability is assumed by upstream licensors except as agreed with them / within the RAPID-MIX Licensing Framework.

5. All Intellectual Property (a) integrated in (*Background*) and (b) resulting from RAPID-MIX activities (*Foreground*) will be notified to RAPID-MIX (through its Innovation Manager) to be included within the IP Framework (with a preliminary statement of licensing terms and conditions which will lead to the Licensing Framework) in order to foster transparency and ease of use of IP among partners. As regards Background, this will be an outcome of the IP Audit work, for homogeneity across partners both in terms of title and licensing.

¹ Acknowledging input from Internet2 and Geant projects.

² This is also stated in the CA.

B. IP Management

1. **Project / Work Package / Task Management.** The following principles and processes apply to RAPID-MIX projects (and initiatives that are designated as, or considered by the participants to be, RAPID-MIX activities):

- At the start of every activity,
 - [Results] Partners must determine who will be the holder of any patents and/or copyrights that may arise in connection with the RAPID-MIX activity. They shall also determine, on a preliminary basis, the entity responsible for exploiting the Results (exclusive or non-exclusively). This should form part of the specification for the Activity, notified to the Innovation Manager (without prejudice to subsequent changes due to contributions to the activity)..
 - [Background] Project activities do not affect the ownership or rights in Background IP. Partner will indicate in writing to the Innovation Manager: (1) whether or not they hold any pre-existing intellectual property rights (Background IPR) that are likely to be used in the RAPID-MIX Activity³; and (2) the terms and conditions under which they will license any Background IPR in a manner that is compatible with the Licensing Framework⁴.
 - [Third Party IP] Partners must disclose any knowledge of third party intellectual property rights that may be infringed by the project's work (copyrights, patents, trademarks)⁵. This obligation is ongoing, and disclosures should contain information about the claims whenever possible. This obligation does not however require participants to perform IPR searches, including patent, trade mark and copyright searches.
- Although joint-ownership is not encouraged, results created during RAPID-MIX activities shall be the property of the Partner/s that created it. Where several Partners have jointly created Results and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Results.⁶ A preliminary statement regarding ownership will be provided in each activity/PoC specification. Partners will follow the IP Policy principles for the purpose of (a) avoiding Joint Works where/when possible and (b) formalising the ownership and licensing terms when Joint Works cannot be avoided. Three basic models can be conceived:
 - *Downstreaming*: Background with clear boundaries is licensed to downstream Partner/s for access and use in PoCs/MIX products, resulting in separate new work owned by the downstream Partner,
 - *Upstreaming*: Minor contributions (including improvements) to upstream Background is contributed back to Background owners, assigning or licensing on a fully rights basis the IP in the contribution.
 - *Joint works*: when upstreaming/downstreaming is not feasible, Partners working on an activity resulting in a joint work will determine in advance the ownership and licensing terms, and confirm this in writing on completion of the task. All such terms shall be provided to the Innovation Manager (see next point).
- During the course of each task/PoC giving rise to joint works, co-owners will negotiate and enter into a joint ownership agreement that also takes into account (a) Background involved, (b) financial and scientific contributions and (c) the principles of the RAPID-MIX Licensing Framework as regards future exploitation (e.g. forward looking licensing terms).
- Should any RAPID-MIX activity participants determine that they wish to include pre-existing intellectual property (Background), Access rights for *implementation* are granted for free, and notified to both the Innovation Manager and the receiving Partner prior to any contribution to the activity; Access rights for *exploitation* are to be set out on a preliminary basis in the RPAID-MIX Licensing Framework.

³This will be one of the results of each IP Audit

⁴This is ongoing work for the Licensing Framework (early version D1.4)

⁵Idem, part and result of of IP Audit

⁶As Per CA.

- Responsibility. Task Leaders are responsible for ensuring the contribution and licensing terms of intellectual property (both Background and Foreground) to their RAPID-MIX activities is known and understood and communicated to the Innovation Manager. Where Foreground are produced as a result of a RAPID-MIX activity the dependencies on third party intellectual property must be identifiable.

2. Inbound licensing (third party rights). All third party technologies used within the scope of RAPID-MIX must be licensed to the relevant Partner on terms that are compatible with the Licensing Framework. [These third party technologies may be development tools or specifications or technology embedded or used with a Partner contribution, such as software libraries]

- Partners submitting such technologies need to ensure that:
 - The RAPID-MIX members wishing to use the IPR in the sub-project have the necessary rights to do so.
 - The technology is registered with the Innovation Manager against the corresponding Partner and project.
 - Any obligation imposed by using the third party IPR is consistent with (a) these Principles including IP clearance (*inbound compatibility*), (b) Obligations imposed by other contributing intellectual property (*internal compatibility*) and (c) the proposed intended use of the RAPID-MIX Results (*outbound or downstream compatibility*) in particular the Licensing Framework.
- Where the third party owning the IPR has not licensed the technology under a compatible FOSS license or standard licenses compatible with the above, the Partners may consult the Innovation Manager to help negotiate specific terms to allow for using the IPR in a manner compatible with this IPR Framework.
- Software. Within the Licensing Framework the Partners shall specify FOSS licenses that are compatible with their technologies, either for inbound or outbound licensing.⁷ In the event that the licence terms of inbound third party Software are not ascertainable, the relevant project member must discuss with the Innovation Manager appropriate licence terms or licence agreement to be used (so as to be compatible with the Licensing Framework). [*discuss acceptance/verification process for compatibility with outbound/Licensing Framework*]

3. Outbound licensing and distribution. The RAPID-MIX project shall establish a Licensing Framework under the responsibility of the Innovation Manager for outbound licensing of Results (exploitation), including a range of optional Licensing Models, processes for ensuring compliance with third party rights, and the submission of this and other IPR related information gathered from data supplied by Partners to the Innovation Manager (in particular through the IP Audit), giving rise to an IP Register (see point 4 below).

- The Innovation Manager makes no representations or warranties regarding the information in the Licensing Framework or IP Register. It is the responsibility of each party involved in the exploitation process to clear the IP and finalise the licensing terms.
- All distributions of Results from RAPID-MIX activities must include a standardised copyright statement. This applies to any and all software, text document, presentations, written submissions to conferences, written submissions to standards bodies, and all other forms of Foreground that contain copyright material.
- Project Partner shall promptly submit their licensing models and terms and conditions (on Background and Results) to the Innovation Manager, to be included within the Licensing Framework and any updates/modification thereto.

4. Policy Management. The RAPID-MIX Innovation Manager is designated responsible for managing these principles, to oversee the implementation of this policy and to provide advice and guidance regarding IPR matters associated with the RAPID-MIX project, including support intra- or inter-party processes set out by this Framework (including the Licensing Framework)

- The Innovation Manager shall keep a register of IPR involved in the project, available for all Partners, covering

⁷ List to be included with each Background (or reverse list: indicate those FOSS licenses that are incompatible).

- a) Technology description and use
 - b) Background or Results
 - c) Type of IP (software, trademark, Patent rights, etc.)
 - d) Source and rightsholder/s (if known)
 - e) Sub-projects where the IPR is involved
 - f) Licensing conditions (if known, eg FOSS license, etc.)
 - g) technologies with which it may/will be combined or used
- Disclosures of pre-existing intellectual property rights (Background) made by Participants in RAPID-MIX Activities shall be submitted to the Innovation Manager (for the register) who will then facilitate communication and publication of the disclosure, as appropriate.
 - Results (proposed and actual) from RAPID-MIX Activities, will be informed to the Innovation Manager (for the Register), who will assist Partners' (rights holders) efforts in determining ownership and exploitation rights (as per above).
 - Administration. Each partner is responsible to execute or have executed any document to implement the above principles (e.g. joint ownership agreements, licensing, etc.), and they shall do so without undue delay. The reasonable costs of doing so shall be funded according to the appropriate project rules.

RAPID-MIX Activity participants must agree to this intellectual property approach and execute the standard Acknowledgement for Participants in RAPID-MIX activities in order to participate.

Alternative Approaches

While RAPID-MIX encourages the use of the approach in intellectual property embodied in this RAPID-MIX Framework, RAPID-MIX recognizes that flexibility may be needed with respect to particular RAPID-MIX activities, contributions and Results. Alternative approaches, however, should be consistent with the principles embodied in this IP Framework.

2 IP MANAGEMENT

As can be seen from the principles stated above, a key part of IP Policy and Framework is not just setting out these principles but particularly managing IP within each Partner to ensure compliance with the principles.

This management starts with an identification of the IP involved and clearance of all IP rights (determining the rightsholders, encumbrances, licensing terms and conditions, attribution requirements, etc.). This is generally considered as an IP Audit or IP Clearance exercise.

2.1 IP Audit

The Partner have agreed to and are in the process of carrying out a high level IP Audit with regard to Project Technologies, in order to provide the required IP Declaration to the partners and determine downstream/outbound licensing terms among partners for mixing technologies.

The results of the Audit are confidential for each Partner, with the aim of correcting any IP non-conformities and internally determining the correct IPR basis for contributing Technologies to the project and setting out the licensing terms for the Licensing Framework.

Non-confidential elements of the results of the IP Audit will be published in summary format and shared amongst Partners, and key items will be notified to the Innovation Manager to incorporate into the IP Register.

2.2 Identification of existing internal IP rights – “Background”

Participants in the RAPID-MIX project will be sharing their technologies and associated intellectual property rights for the purpose of creating Results that they would not be able to develop alone and in the same timeframe. All the partners are therefore bringing some assets to the project, of either tangible (such as materials) or intangible nature (such as data, know-how or patents) - in other words, Background IPR.

Without prejudice to further contributions, the Background technologies contributed by each Partner is summarised in section 2.2 above and listed in the Description of Work and more formally in Consortium Agreement. As a result of the IP Audit, for each Background the Partner will have its own IPR statement (rights, encumbrances, obligations)

To avoid that this use (or re-use) of Background in any Implementation activities or subsequent Exploitation of products resulting from PoCs leads to any breach of obligations or possibly an infringement of IPR, the Licensing Framework declares the rights in the Background, provides for authorisation to access and use (and the conditions thereto) and notifies of any third party rights covering the Background (e.g. FOSS components, etc.).

As we have noted above in the Principles, Partners must previously indicate any legal restrictions or limits, to the other partners that may affect implementation or exploitation.

2.3 Existing third party rights - IP clearance

Partners must also consider the intellectual property rights belonging to others. In particular, it is important to analyse whether the exploitation of the potential PoCs/Results would infringe third parties' rights, in particular patents. Testing or commercialisation of a product incorporating a function covered by a prior third party's patent may result in an intellectual property infringement. Not considering third parties' right may therefore hamper the future plans for the exploitation of results and/or increase the costs of the project, since it would be necessary to conclude licensing agreements with third parties for using their patented technology or move away from the initial research plans.

Thus, Partners may need to consider performing freedom to operate searches, which allow them to identify potential relevant patents for their results and assess whether their plans for testing and commercialisation would infringe patents belonging to others. Freedom to operate searches are of particular importance when a plan for exploitation of project Results is required in Innovation Actions.

2.4 Grant Agreement and Consortium Agreement provisions

The management of IPR has already begun with both the identification of Background (and associated IPR) and the principles of IPR management set out in the Consortium Agreement ("CA"). And they are also covered by the general principles set out in the Grant Agreement ("GA"), which does, however, grant significant freedom to Partners in managing IP.

This affects two specific areas of IPR management (as well as the ancillary area of scientific dissemination, not covered here)

Ownership: the GA and the CA provide that

- Each partner is owner of the Results it creates
- In the case of joint creation, the joint owners will enter into an agreement determining the scope and terms of this joint ownership.

Access Rights: the CA provides that:

- Access for implementation is on royalty free terms
- Access for exploitation shall be on Fair, Reasonable and Non Discriminatory terms

The relevant provisions of the GA and CA are set out in Annex 3 , which includes the preliminary statement of access to Background provided by Partners.

2.5 Licensing Framework

Once this stage of IP management has been achieved, the results will be fed into the RAPID-MIX Licensing Framework, for facilitating exploitation.

See section 7 below.

3 RAPID-MIX LICENSING FRAMEWORK (EXPLOITATION)

RAPID-MIX Partners have committed to the EC (in the Grant Agreement) to use their best efforts to exploit the results of the project, either directly or through other organisations (for instance by out-licensing the results).

Hence, given the complexity of the individual and joint contributions (Background) and the proposed integration of both existing and new to-be-developed technologies (Results or Foreground), the project has decided early on to clearly outline the plans for the exploitation of results, by establishing not just the proposed “exploitation routes” for the project partners (typical for an “Exploitation Plan”) but also more specifically for our purposes, a **Licensing Framework**, advertising in advance to all partners the proposed terms and conditions for Access for Exploitation.

Note that partners that are universities or other public research organisations must ensure that they consider the principles set out in Point 1 (Principles for an internal intellectual property policy) and Point 2 (Principles for a knowledge transfer policy) of the Code of Practice (annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities⁸) in the design and implementation of their IP management and knowledge transfer policies, which impacts their strategy in the proposal.

To ensure an efficient and high level implementation of the measures proposed in terms of exploitation and IP management, the Licensing Framework provides support to Partners with a detailed description of the licensing models for each technology and contribution.

Typical exploitation models have been highlighted by IPR helpdesk,⁹ and include the following:

Further internal research	<ul style="list-style-type: none"> • These research activities must be beyond the project. • Relevant for research organisations and research intensive companies.
Collaborative Research	<ul style="list-style-type: none"> • The results used as background of future collaborative research projects. • Relevant for research organisations and research intensive companies.
Internal product development	<ul style="list-style-type: none"> • Results used in developing, creating and marketing a product/process. • Relevant for companies.
Internal service creation	<ul style="list-style-type: none"> • Results used in creating and providing a service. • Relevant for companies.
Licensing	<ul style="list-style-type: none"> • Results exploited by other organisations through out-licensing. • Relevant for all participants, but care should be taken to comply with Horizon 2020 rules.
Assignment	<ul style="list-style-type: none"> • Results exploited by other organisations by the transfer of ownership. • Relevant for all participants, but care should be taken to comply with Horizon 2020 rules.
Joint Venture	<ul style="list-style-type: none"> • Results used as background of a joint venture. • Relevant for all participants, but care should be taken to comply with Horizon 2020 rules.
Spin-off	<ul style="list-style-type: none"> • A separate company established in order to bring to the market technology resulting from the project. • Relevant for all participants, but care should be taken to comply with Horizon 2020 rules.
Standardisation activities	<ul style="list-style-type: none"> • Results used either to develop new standardisation activities, or to contribute to on-going standardisation work. • Relevant for all participants, but care should be taken to comply with Horizon 2020 rules.

For RAPID-MIX, the key issue is outbound licensing and the associated Access Rights for exploitation to be agreed between Partners owning Background and Foreground in any PoCs/MIX Product. Given the complexity stated above, the Consortium Partners, spearheaded by the Innovation Manager, have already started work on this area.

⁸ <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=URISERV:ri0007>

⁹ European IPR Helpdesk - Fact Sheet IP Management in Horizon 2020: project proposal

- The CA sets out preliminary statements as to Access rights for exploitation, including FOSS licensing terms for some technologies.
- An outline of the key terms for intra-Partner licensing (Access rights for exploitation) is set out in Annex 6 of this document.
- A brief outline of technologies which the SMEs partners have expressed an interest has already been shared within the project, included where this information has been already discussed with the Technology providers and the SME. Where there has not yet been any expression of such interest in this manner, this too has been noted.

It should be made clear that discussions regarding which technology each Partner is interested in and – if existing – the conditions under which the technologies may be used/desired to be used – are limited to the knowledge, state of work in progress and context of any transfer taking place in the early stages of the project, and should not preclude not exclude any further transfer taking place with different technologies than those mentioned here. Following this, prototypes will also be developed that may lead to further discussions regarding products that are not currently on the table. Therefore it is inappropriate to decide which technologies each SME would specifically wish to work on exclusively, as this may change as the product prototypes are developed.

Two main areas of discussion are involved, in relation to technology transfer.

- 1) Sustainability models
- 2) Terms and conditions (e.g. branding, renewals etc.)

Within these two areas, there are different perspectives dependent on, for example, whether the product is software or hardware, whether it is part of the SMEs existing product development roadmap, and whether there is a current business model attached to the product.

With respect to terms and conditions specifically, in terms of branding (trademarks) the ideal suggestion is that Partners, project branding and EC brand requirements will be promoted alongside existing SME product branding i.e. there would be joint branding of integrated products wherever possible / appropriate. The draft Licensing Framework reflecting this view is being drawn up at this early stage so that these aspects of the terms and conditions can be dealt with minimum delay.

4 ANNEX 1: FAQs

1. Why does the RAPID-MIX community need an Intellectual Property Framework now?

RAPID-MIX has received a number of questions about how intellectual property should be handled, and has decided after consultation with the membership that it would be valuable to lay out a framework. This framework covers both IP Clearance work to ensure legal quality of contributions and work carried out, and IP Licensing Framework to assist exploitation.

2. What is the purpose of the RAPID-MIX Intellectual Property Framework Document?

The IP Framework is intended to help participants in RAPID-MIX Activities manage IPR in ways that are consistent with RAPID-MIX's Principles

In terms of IP objectives, generally speaking, RAPID-MIX seeks to

- a) ensure that the IP rights in its partner technologies are correctly identified and managed
- b) ensure that third party IP rights are identified and clearance obtained for access to and use of the technologies within the scope of implementation and exploitation
- c) understand any conditioning factors (legal conditions) that may predicate or restrict any forms of exploitation, or impact the legal and economic models
- d) encourage and help those who develop intellectual property during the course of the RAPID-MIX project to release it under terms and conditions that encourage rapid adoption and deployment of the technology, free of legal risks
- e) promote appropriate, flexible, and easily administered arrangements between partners to enable implementation and exploitation, and thus facilitate a broad adoption and distribution of their technologies
- f) recognise and reflect the contributions of project participants specifically as well as of the RAPID-MIX community generally,

- g) on a wider scale, promote further innovation based on separately or jointly created RAPID-MIX technologies.

3. What types of intellectual property does the Intellectual Property Framework cover?

The Principles are intended to apply to any patents, copyrights trade secret and other intellectual property and proprietary rights in all contributed Background and Deliverables produced in the course of an RAPID-MIX activities or initiatives.

4. What is considered an RAPID-MIX activity?

Typically, this designation refers to an activity taken by RAPID-MIX partners managed and funded with the RAPID-MIX project using the submitted Technologies (such as prototypes, working groups, projects, area initiatives, etc.)

5. Does the RAPID-MIX IP Framework provide different options?

RAPID-MIX strongly prefers that all RAPID-MIX Deliverables and associated intellectual property rights be made available to RAPID-MIX and, in some circumstances, to the general public in a manner that is consistent with the IP Framework Principles, and exploited in accordance with the Licensing Framework.

However, we recognize that not all elements of the RAPID-MIX standard approach will fit the diversity of projects and deliverables undertaken by participants in RAPID-MIX. While the IP Clearance activity is standard across members, to ensure homogeneity in knowledge and awareness of IP issues, the Licensing Framework will set out several options for SMEs.

6. Who is expected to abide by the Intellectual Property Framework?

All participants in RAPID-MIX activities are expected to abide by the Framework, including Partners and all their personnel (both internal and external).

7. How will RAPID-MIX implement this Intellectual Property Framework?

The intent of RAPID-MIX is to implement the IP Framework in two stages

- IP Clearance /Audit
- Licensing Framework

The RAPID-MIX web site contains information about the Framework and its use, and explanations have been given at project meetings. A number of new processes and support structures are being set up to facilitate both stages of the implementation.

- Notices regarding IPR issues in our working group activities will be posted during Member Meetings and will be communicated to working group participants and the general membership.
- All existing working groups, projects, and initiatives will be reviewed to determine if any action with regard to intellectual property is required. When new working groups are formed, the requirements for handling intellectual property will be determined.
- Documentation of intellectual property considerations has been incorporated into the project documentation (in particular, annexes to this document).
- Training and support will be provided and Activities managers will provide first line support.
- The Innovation Manager is responsible for ensuring this implementation

8. What will RAPID-MIX gain from Intellectual Property Framework?

One of RAPID-MIX's goals is to maximize the no- or low-cost availability of Background and Results to the RAPID-MIX exploitation partners, on clear and comprehensible terms. The IP Framework is intended to help participants in RAPID-MIX projects handle IPR in ways that are consistent with RAPID-MIX IP PolicyStatement.

9. Will RAPID-MIX dictate a specific method of handling intellectual property that all participants must abide by?

Yes and no:

- Yes: the project heavily recommends implementing and participating in the implementation activities of the IP Framework, both as regards IP Clearance and Licensing Framework
- No: there is no standard approach or standard inbound/outbound license for RAPID-MIX technologies. Partners are free to license their contributed technologies on terms they may negotiate with other participants and determine how to handle IP on a case by case basis but in a manner consistent with the RAPID-MIX IP Framework Principles.

The Annexes provide several useful documents including the IP Clearance process and – as a discussion document for the Licensing Framework – exploitation scenarios and models for participants that are consistent with the Statement of Principles.

10. Our organization has a preferred method of handling intellectual property that does not appear in the Methods and Examples. Is it possible to use our method under the Intellectual Property Framework?

The methods and examples given in the IP Framework are not an exhaustive list. In other words, if a method for achieving the same end (IP Clearance and Licensing Framework) complies with the Principles, it should be acceptable.

Questions regarding whether a specific method complies should be directed to the RAPID-MIX Innovation Manager.

11. What types of activities does the Intellectual Property Framework cover? What are some examples of activities that would be covered by the Intellectual Property Framework?

RAPID-MIX aims to foster and facilitate highly integrated research collaborations of its members. The IP Framework covers projects and initiatives that are designated as RAPID-MIX activities and receive support of one kind or another from RAPID-MIX. Examples include

- Prototyping and innovation based on contributed Background technologies
- Integration of software developed both amongst Technologies as well as part of the future RAPID-MIX API / middleware Initiative,

12. What types of activities are not covered? What are some examples of activities that would not be covered by the Intellectual Property Framework?

The IP Framework does not apply to collaborations between members that have not been identified by project participants as RAPID-MIX activities (even if they make use of Technologies submitted by Partners to RAPID-MIX)

13. Who will have access to Deliverables generated by a RAPID-MIX Activities?

All Project Partners. While the goal of RAPID-MIX is to facilitate the broadest possible distribution of Deliverables developed as part of a RAPID-MIX Activity, it is especially important for such Deliverables to be readily available to RAPID-MIX Participants under terms and conditions that reflect the contributions made by RAPID-MIX and its members, and set out in the Licensing Framework.

14. Who gets to decide how intellectual property rights in a Deliverable will be handled?

The participants in a RAPID-MIX sub-project should agree at the beginning of the project as to how to structure the IPR in the individual Deliverables to be generated during the RAPID-MIX activity (conforming with this IP Framework). These decisions, covering IP Contributed (Background), third party technologies, and most particularly ownership of Results and exploitation models, should occur prior to commencing any work and reported to the Innovation Manager.

15. Who will own intellectual property in Deliverables generated as part of an RAPID-MIX Activity?

Under the terms of the CA, the entity or entities creating a Deliverable will own the IP. The participants in the RAPID-MIX Activity should determine who will hold or own the intellectual property in the Deliverables they generate.