Guidelines for IPR interest declaration and negotiation process for Communal Results made within a Programme Area of Pronova Stage II

BACKGROUND
As specified in the ProNova Main Agreement for Stage II, any Communal Results generated as a Result of the Scientific Programme activities within a certain Programme Area may be used by all Active Parties within the Programme Area in question [See Section 11.4 in the ProNova Main Agreement]. However, it should be negotiated between the Active Parties which Party shall step forward and become the formal owner of the patent application, and which other Active parties shall become licensees to the owning Party, and on which terms this shall apply.

In the following, some guidelines have been collected concerning how to proceed when Results appear which may be patentable and of value for the Parties of the Centre.

GUIDELINES
1. When potentially patentable Results appear within a ProNova project, such Results should not be made public, for example by publishing or by poster or oral presentations, before IPR right issues have been properly discussed with all Active Parties active in the same Programme Area. In these discussions, KTH Holding AB should be the Party representing individuals employed by KTH.

2. The inventor(s) should in writing inform the other Active Parties in the same Programme Area, as well as the ProNova Centre Management, about the Results and their nature including a request to declare to the ProNova Centre Management their interest in the Results (IPR) according to three answer alternatives (30 days notice. If no answer is received, it is interpreted as the Party is not interested):
   (a) Interested to own the IPR and pay major costs for its maintenance
   (b) Interested to acquire a license to the IPR (conditions to be negotiated)
   (c) Not interested (no answer needed)

3. After the 30-days-notice period, all Active Parties in the Programme Area in question which are interested in either ownership or licences to the Results should meet and discuss how to proceed with
filings of patent applications, including responsibilities for both the writing of the applications and for the costs associated with their filing and maintenance.

4. A sole owning Party of the Results should preferably be assigned, such Party paying the major costs associated with the filing and maintenance of the patent application. Other Parties may acquire licenses to the Results, e.g. for particular Fields of use and on conditions to be negotiated (potentially including paying a certain fraction of the costs for the filing and maintenance of the patent application). The commercial terms for exploitation of a granted patent in own businesses and/or for licensing purposes to a third party should be negotiated between the Parties. In case any of the inventors belong to KTH, an agreement between on one side the owning and licensee Parties together and on the other hand KTH Holding AB should be negotiated to compensate the Party representing the KTH researcher(s) (i.e. KTH Holding AB).