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An Integrated Solution for Sustainable Care for Multimorbid Elderly Patients with Dementia



WP8: Impact Promotion, Dissemination, Exploitation and Business Planning

D8.2: IPR Agreement for Project Foreground

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1. Executive Summary

The management of Intellectual Property Rights (IPR) is a crucial aspect of any research project with more than one contributor. CAREPATH project involves many contributors in different countries, both in the private sector and institutions, so the IPR management is even more important and strategic.

This deliverable D8.2 “IPR Agreement for Project Foreground” contains the first version for of the consortium’s IPR management. It is an intermediate step before the final IPR Agreement, or Agreements, planned for the end of the project.

The current document describes the developed Intellectual Properties (IPs), their ownership and provides information about the IP management policy of the concerned partners, focused on the business aspects.

This document is complementary to the Consortium Agreement (CA) regulating the Intellectual Property rights (IPR) from a legal point of view signed by the consortium members.

Before the end of the project, the participants have to focus on the available alternatives for protecting and jointly exploiting the results. A Memorandum of Understanding (MoU) will be drafted and signed by them so there is a common framework for negotiations.

It has to be remembered that MoUs are less binding than proper contracts: they have more force than Gentlemen agreements, but less than contracts.

At the end of the project, new specific IPR agreement (or agreements) will be formulated with the (new) party/parties that will exploit commercially the results of CAREPATH. A commented example of such agreement is attached as base of discussion between the partners. Specific legal assistance will be needed, being the IPR management a complex but extremely important aspect of every research project.

First line assistance can be obtained from the European IP Helpdesk of the European Commission (https://intellectual-property-helpdesk.ec.europa.eu/regional-helpdesks/european-ip-helpdesk_en). This desk has a helpline and also an IP Resource Library and training materials. Very probably professional legal assistance will be needed to establish the final IPR Agreement(s) with the partner(s) that will bring CarePath to the market.

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