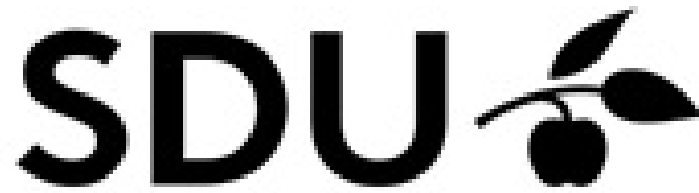


# **Legal guidelines on intellectual property and contractual issues for researchers at the Faculty of Science, SDU**



This information is for your general knowledge and must not be substitute to professional legal advice

In case of any uncertainty please contact our legal counsels:

SDU RIO Contracts mailbox - [contracts@sdu.dk](mailto:contracts@sdu.dk)

Olena Zhylinkova, legal consultant at NAT - [olen@sdu.dk](mailto:olen@sdu.dk)

# Key Elements of RESEARCH CONTRACTS

01



## **Foreground knowledge**

New IP generated in the project

It is crucial to understand who in the project owns it

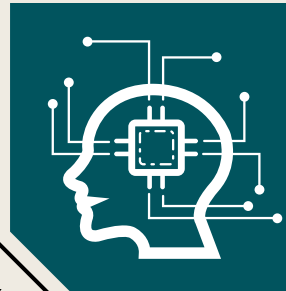
02



## **Background knowledge**

IP generated before the project started

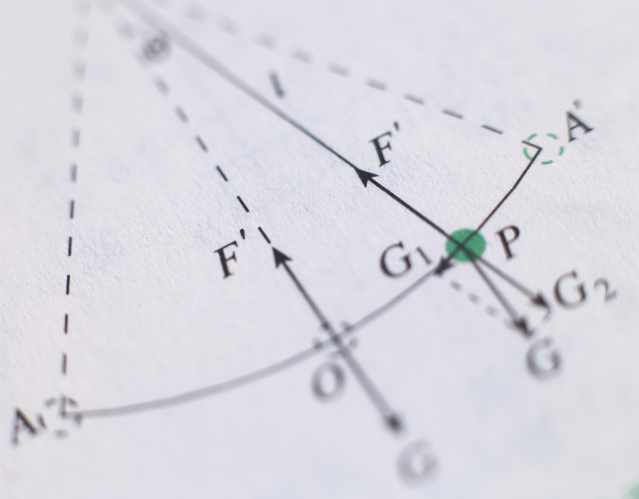
03



## **IP - Intellectual Property**

Inventions, publications, trade secrets and other research results

IP includes both - foreground and background knowledge of any kind



# PART 1

## INTELLECTUAL PROPERTY





YOUR MAIN ACADEMIC ASSET

# WHAT'S IP

**Intellectual Property -**  
the results of creative, intellectual  
activity of an SDU employee

01

Publications  
(literary works)

02

Inventions /  
Utility models

03

Confidential information

04

Code (literary works)

05

Other results of creative,  
intellectual activity

# IP objects are protected differently



## Patents

Patents protect new ideas that are functional and that can be applied industrially.

Ideas must be capable of becoming a formula, i.e. not abstract but to contain a technical solution.



## Copyright

Publications and software are protected by Copyright.

It doesn't protect ideas or technical solutions. Only the outward expression of ideas is protected by Copyright (combination of symbols).



## Confidentiality

Confidentiality is often used in contracts to cover the knowledge that is not protected by Patents or Copyright,

but that is still valuable to the parties. It can be covered in NDAs or clauses in general contracts



## Other objects

IP also protects other objects like:

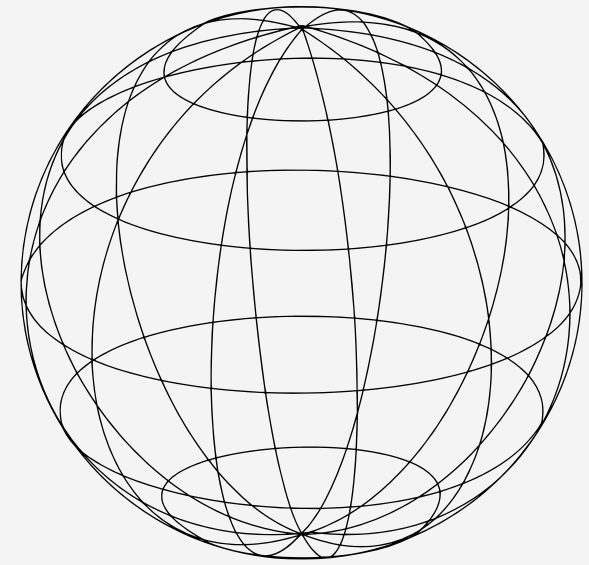
- plant varieties
- animal breeds
- trademarks
- geographic indications
- industrial design
- trade secrets
- other copyrighted objects etc.



Why is it so difficult to patent?



# WORLD WIDE NOVELTY



A Patent is granted to protect your invention on the territory of one or selected countries (depending on the chosen procedure).

But novelty is checked worldwide.



# INDUSTRIAL APPLICABILITY

To be patentable, an invention should really benefit society –

as it must provide a **practical solution** to a problem people have and to be applicable industrially



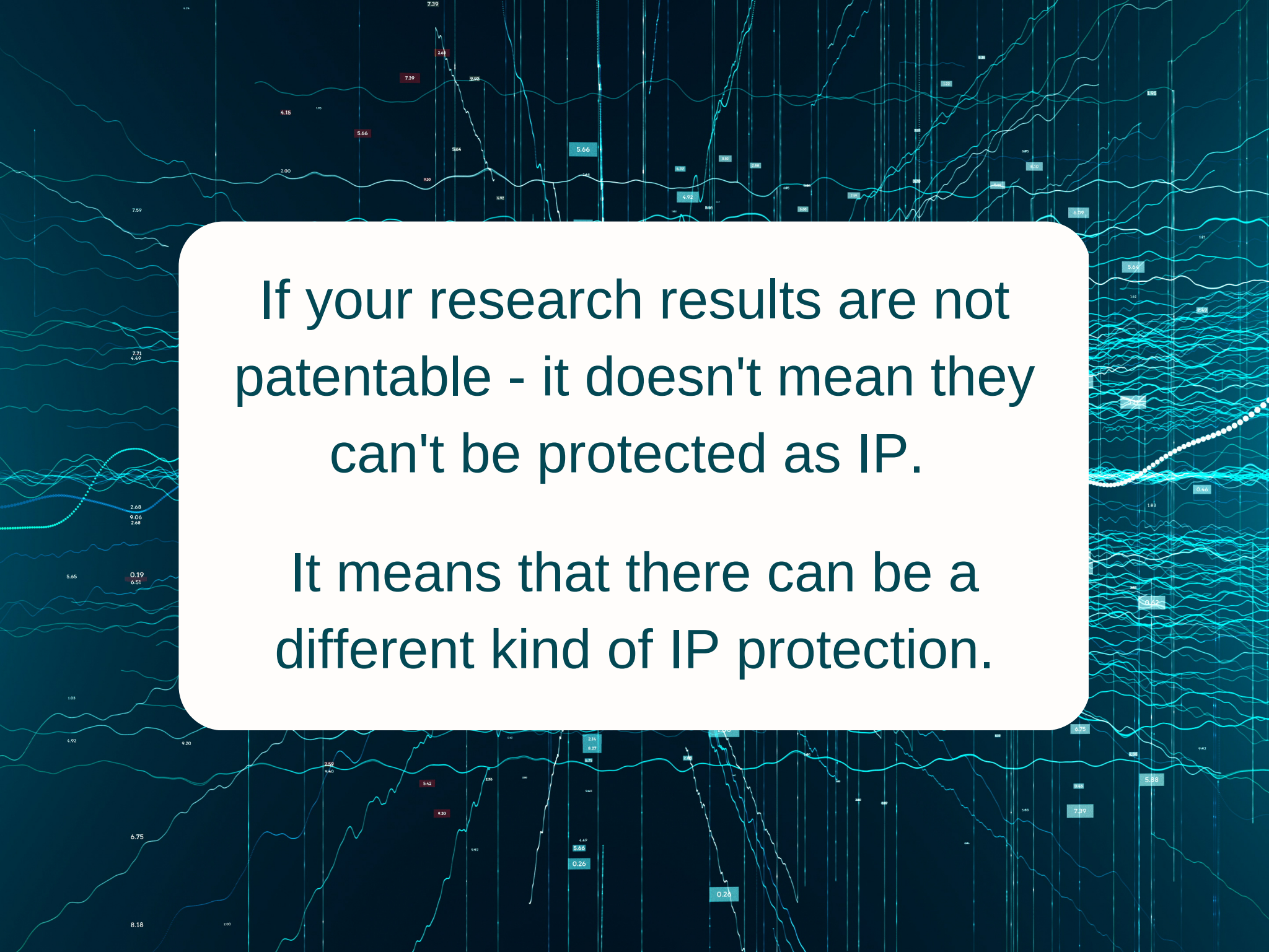
# NON-OBVIOUSNESS

Industrial application and non-obviousness of an invention are requirements for an invention to be patented.

For a patent to be granted there must be an inventive step (an invention is not obvious to a person skilled in a particular area)

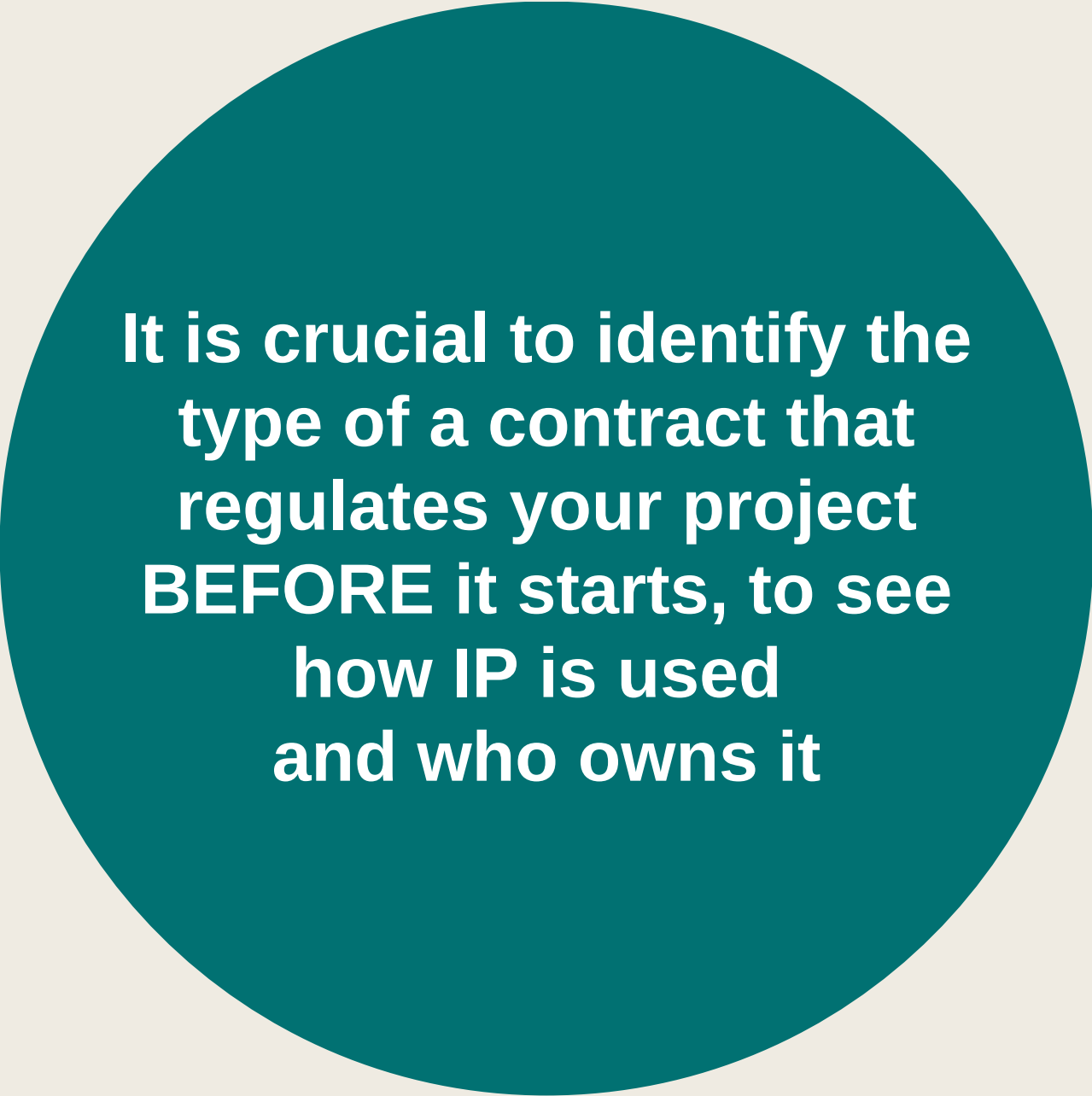






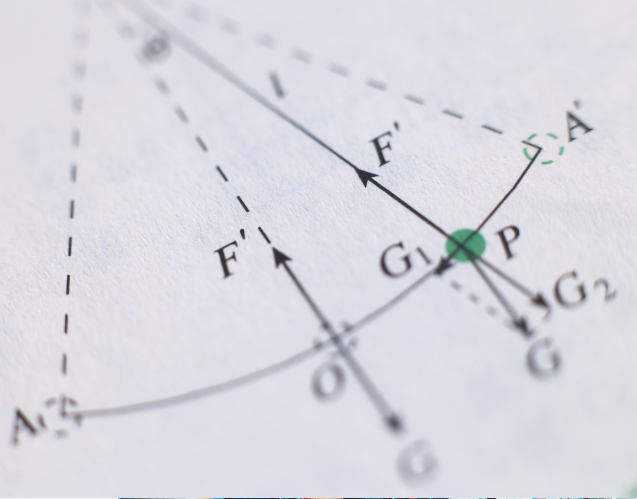
If your research results are not patentable - it doesn't mean they can't be protected as IP.

It means that there can be a different kind of IP protection.



**It is crucial to identify the  
type of a contract that  
regulates your project  
BEFORE it starts, to see  
how IP is used  
and who owns it**





# PART 2

## CONTRACTS





## **Collaboration contracts**

SDU and a Company  
enter into a scientific  
collaboration with  
mutual research  
interests

## **IV (Indtægtsdækket Virksomhed) contracts**

a Company orders  
research services from  
SDU on a commercial  
basis and keeps the  
research results to itself

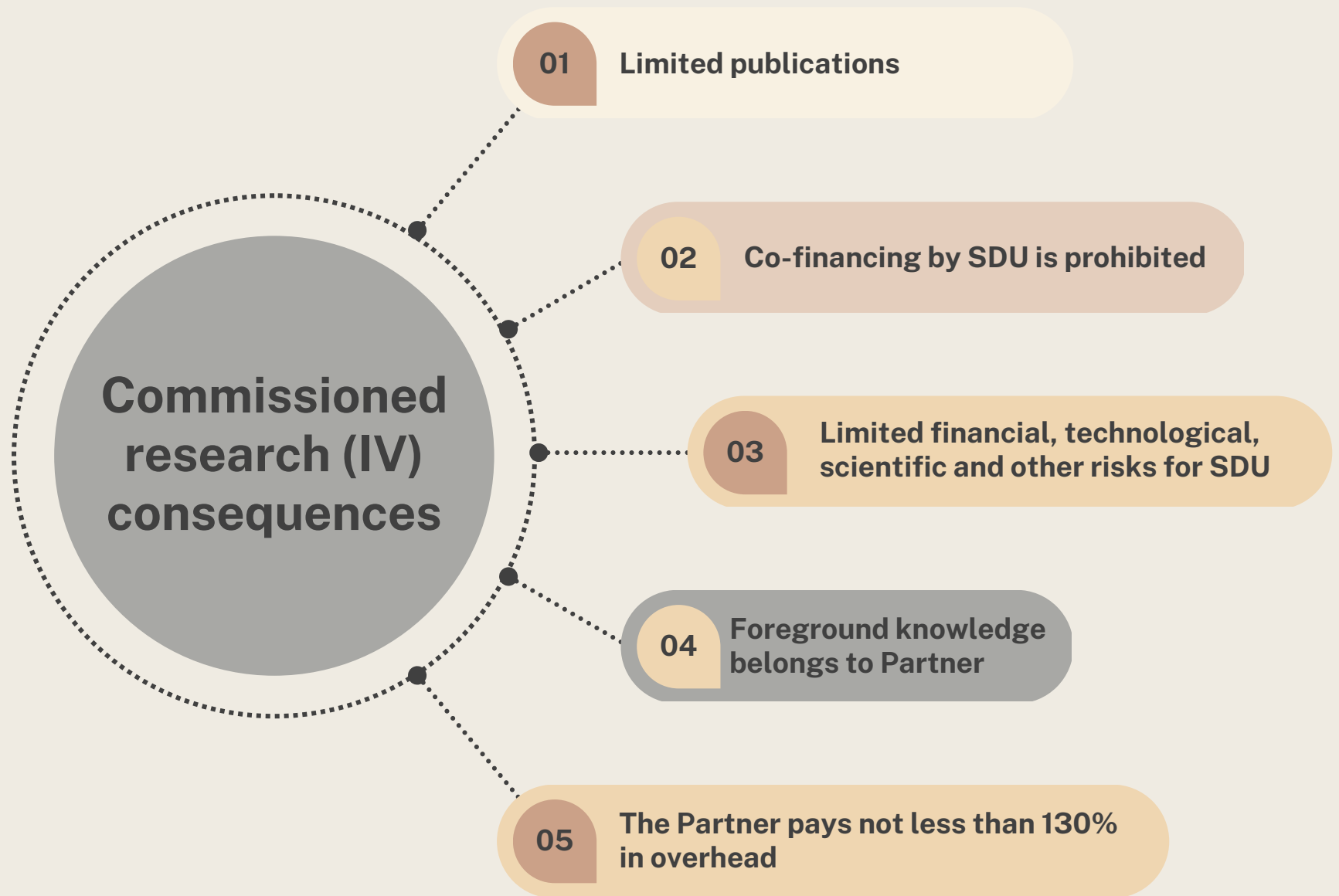
# Why distinguish IV and Collaboration contracts?

If you want to know if you can  
publish research results

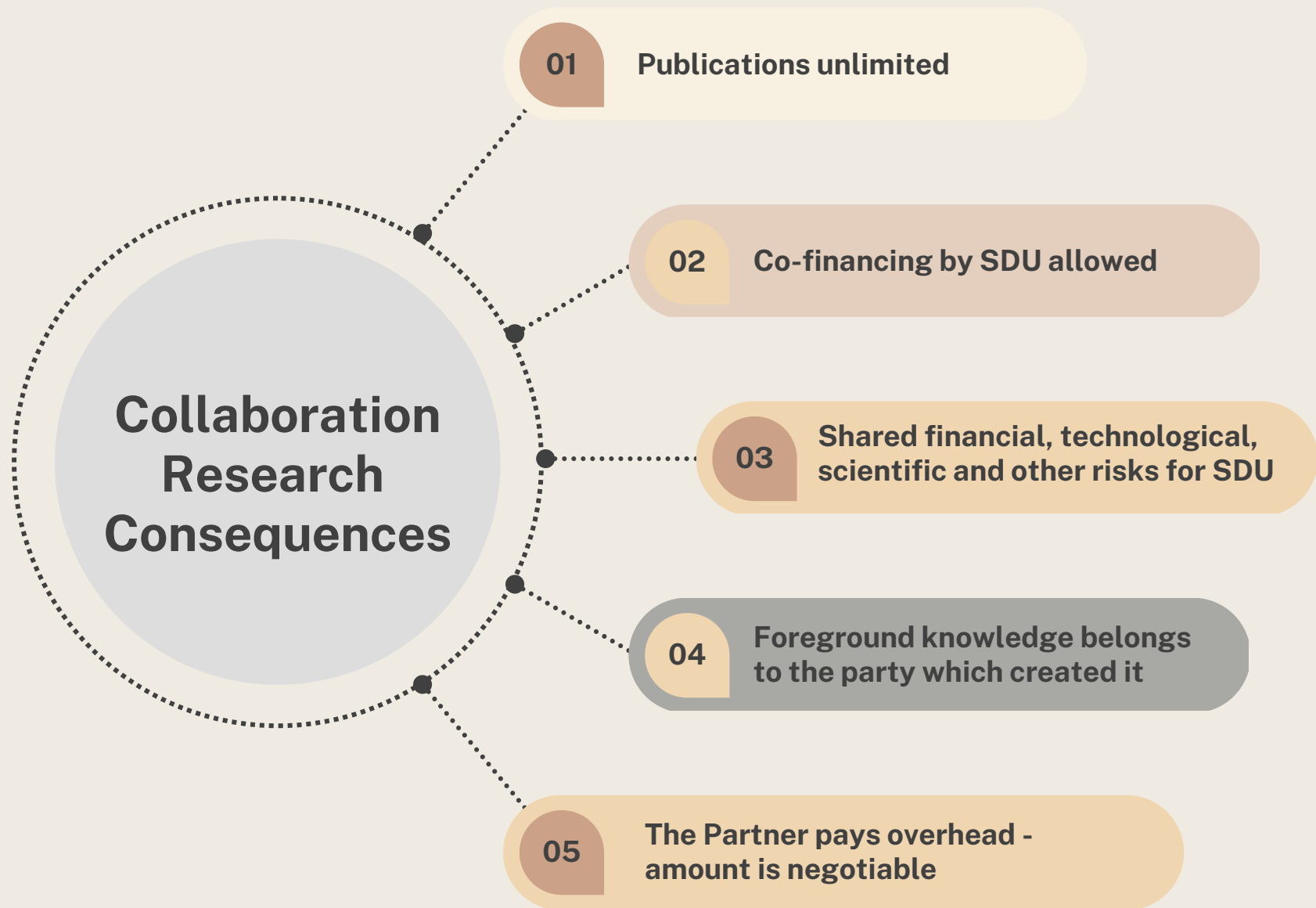


If you don't want to lose valuable IP

If you want to be sure that you charge the  
correct amount in payments

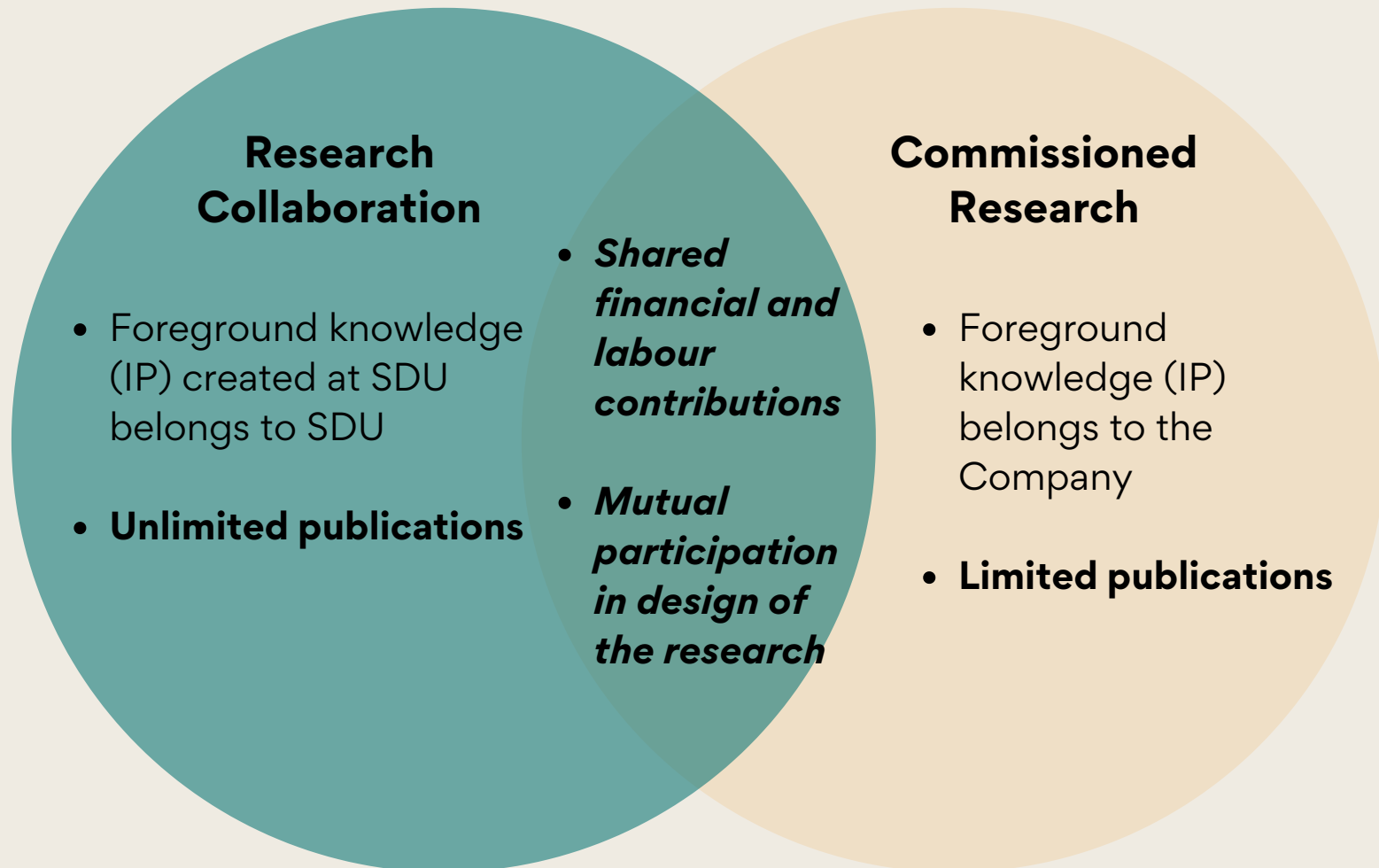






# GREY AREA

If you are not sure if your project contract is  
an IV or Collaboration



It is often possible to see if the contract is IV or collaboration research based on the title

**AGREEMENT ON  
COMMISSIONED  
RESEARCH**

**AFTALE OM  
INDTÆGTSDÆKKET  
VIRKSOMHED**

**AGREEMENT  
ON CONTRACT  
RESEARCH**

**IV**

## ***TITLES***

**AFTALE OM  
SAMFINANSIERET  
FORSKNING**

**Samarbejdaftale  
/ Collaboration**

**AFTALE OM  
FORSKNINGSSAM  
ARBEJDE**

**RESEARCH  
COLLABORATION  
AGREEMENT**



Use the SDU contracts  
CHECKLIST designed  
to help you distinguish  
between the two types  
of contracts



# WHY SHOULD YOU CARE ABOUT "MARKET TERMS"

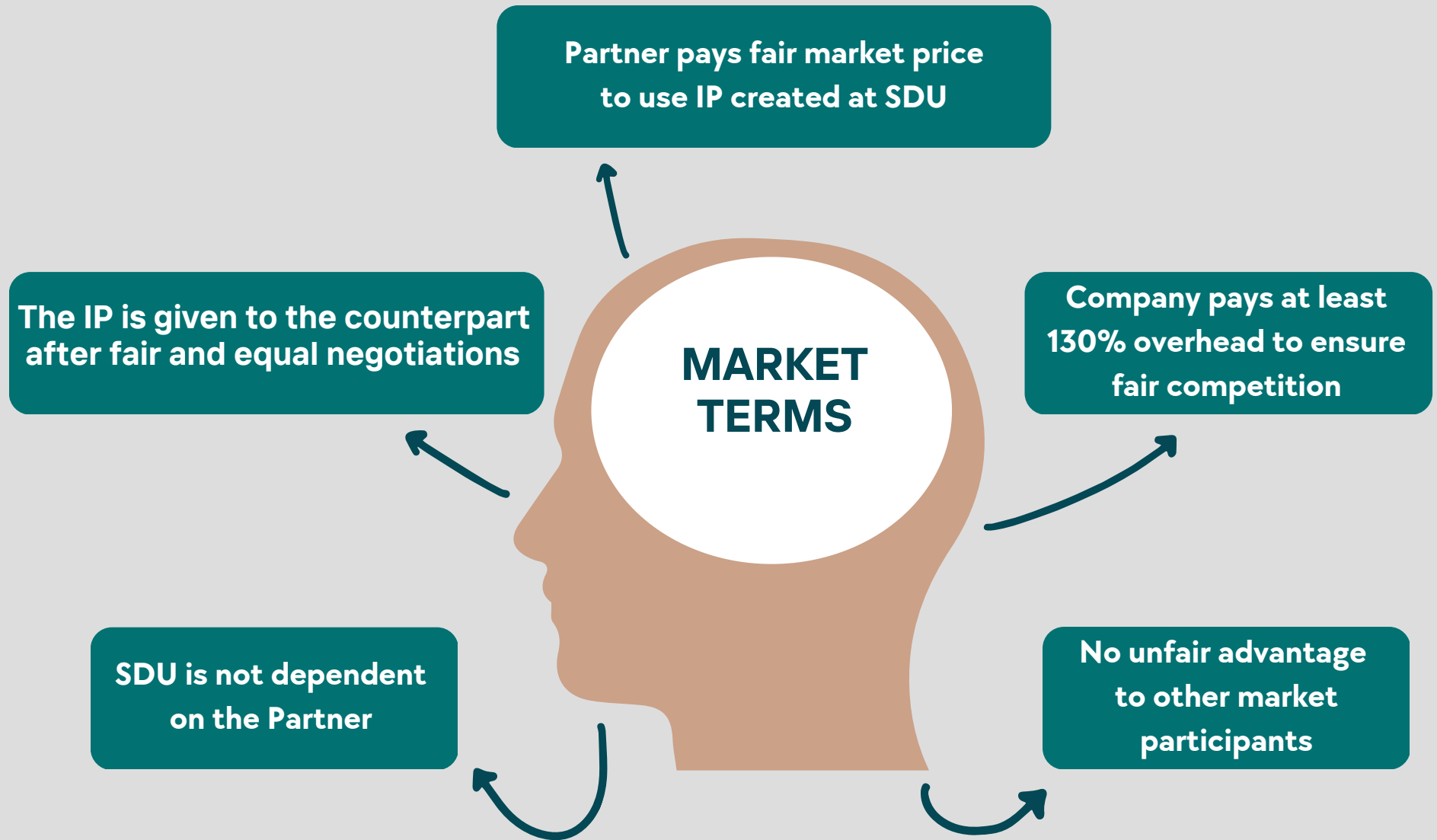
AS A PUBLIC INSTITUTION SDU MUST COMPLY WITH "STATE AID REGULATIONS"

NOT LIKE PRIVATE COMPANIES, SDU MUST NOT PROVIDE UNFAIR BENEFITS TO THE MARKET PARTICIPANTS

THIS MEANS THAT SOMETIMES SDU IS NOT ABLE TO ACCEPT CERTAIN CONTRACTUAL PROVISIONS FROM COMPANIES YOU COOPERATE WITH

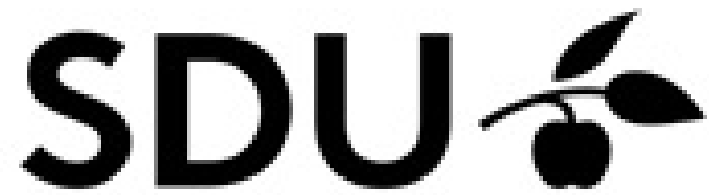
THIS MAY LEAD TO TENSION IN NEGOTIATIONS WITH RESEARCH PARTNERS AND COMPLICATE YOUR PROJECT PROGRESS IF THIS ELEMENT IS NOT ADDRESSED IN THE BEGINNING OF COOPERATION





# Important definitions

- |   |                            |   |  |
|---|----------------------------|---|--|
|    | Project design             | 1 | the scope, theme and expected results of the project               |
|    | Finances                   | 2 | money and background knowledge                                     |
|    | IP – intellectual property | 3 | inventions, publications, trade secrets and other research results |
|    | Market terms               | 4 | Partner pays fair market price to use IP created at SDU            |
|  | Equipment                  | 5 | SDU facilities of any kind   |
|  | Foreground knowledge       | 6 | New IP generated in the project                                    |
|  | Background knowledge       | 7 | IP generated before the project started                            |



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