

## WorkPackage 1: the *IP charter*

Lorenza Paolucci & Massimo Caccia

Uni. Insubria and INFN

Italy

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## At the heart of matter: the Matrix

	Institutional Research	Contract Research	Collaborative Research	Others (?) [Sponsored Research]
IP issues	$\underline{a}_{11}$	$a_{12}$	$\underline{a}_{13}$	$a_{14}$
contracts	$a_{21}$	$a_{22}$	$a_{23}$	$a_{24}$
Costing & Pricing	$\underline{a}_{31}$	$a_{32}$	$a_{33}$	$a_{34}$
Revenues share	$a_{41}$	$a_{42}$	$a_{43}$	$a_{44}$

The analysis of each cell is actually the start-up task of the workpackage

## A closer look at a<sub>11</sub>

### *Protecting or not protecting?*

#### ❖ decision making process

- template for the invention disclosure
- protection policy:
  - possible metrics for the invention evaluation (economic potential impact, PRO record, else)
  - exploitation strategy in the specific PRO

#### ❖ property management:

- ownership (joint vs single owner, professor's privilege, else)
- right to use
- publishing rights

#### ❖ most suitable IP protection

❖ cost share of the IP protection (particularly relevant for HEP activities, where more legal entities were involved in the inventive process)



## What's behind $a_{31}$ ?

An exemplary illustration: *how do I estimate the price for licensing/selling an invention?*

- ❖ evaluate the cost-to-produce
- ❖ evaluate the market potential impact
- ❖ make an auction....
- ❖ evaluate the possibility to start-up new development projects with the potential customer (e.g. the INFN agreement with IBA)



... and behind a<sub>13</sub>

*Who is the owner of the IP, if any?*

❖ **The institution:**

∞ when the inventive activity has been made with significant use of its funds or facilities;

∞ when the researcher has been serving on a work-for-hire contract

∞ when the researcher has previously assigned his/her rights to the institution

∞ When the institution benefits from a shop right

∞ Else

❖ **The researcher** (usually never happens...)

❖ **The involved company** (according to the same rules that apply to the institution)

❖ **The involved company is not the owner but has an [non-] exclusive licensing right**

*⇒ a13 has a strong correlation with a23 (namely, check the contract!)*

## Workplan & timetable

	Year 1 M1-6	Year 1 M7-12	Year 2 M1-6	Year 2 M7-12	Year 3 M1-6	Year 3 M7-12
Analysis of the <i>IP charter matrix</i>	D1: report					
Survey of pre-existing know-how	D2: identification of the info providers (MS, EC, PROTON, ASTP, etc)		D3: summary of the collected info set			
Synthesis				D4: availability of the templates + guidelines		
Info mining through the Web				D5: availability of the Web Architecture	D6: web opening	