ESF
Your Partner in Science

GUIDELINES FOR ADDRESSING **INTELLECTUAL PROPERTY CHALLENGES**

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INTRODUCTION

Recurring intellectual property rights (IPR) issues observed across multiple EU-funded projects have highlighted the need for clear, practical guidance. Horizon Europe places strong emphasis on **Open Science** and **responsible exploitation of results**, requiring beneficiaries to balance transparency with protection of intellectual assets. This dual obligation often creates challenges in collaborative environments, where partners must reconcile diverse institutional policies and approaches, national and EU regulations, and varying processes regarding ownership, access rights, and dissemination.

These guidelines respond to those challenges by providing a structured reference for project partners and all stakeholders involved in research management. They build on the provisions of the **Horizon Europe Programme**, the **Annotated Grant Agreement**, and **European Commission factsheets on IPR**, complemented by insights from practice. The aim is not to offer exhaustive legal advice, but to present actionable best practices for managing IP throughout the research lifecycle, covering issues such as **background identification**, **joint ownership**, **access rights**, **licensing**, and **open access obligations**.

By fostering a common understanding of key concepts and obligations, these guidelines help prevent misunderstandings, reduce risks, and ensure compliance with Horizon Europe principles of **fairness, transparency, and impact maximization**. Ultimately, they support the creation of an environment where innovation can thrive, results can be disseminated responsibly, and legitimate interests of all partners are safeguarded.

About

Guidelines for Addressing Intellectual Property Challenges

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1. Glossary

The selected key terms are organised in alphabetical order:

Access rights: rights to use results or background. Each project partner has the right to request access rights to the other project partners' background and results, as long as it needs them to carry out its work under the project (technical implementation) or to use further its own results (exploitation) with the exact terms applicable for these purposes available in the Consortium Agreement (CA). Access rights can also be waived. NB: All requests and waivers must be done in writing.

Background: any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, that is: (i) held by beneficiaries prior to their accession to a given action; and (ii) identified by the beneficiaries in a written agreement as needed for implementing the action or for exploiting its results. Background remains the property of the partner that brings it into the project. The beneficiaries must give each other, and the other participants access to the background identified as needed for implementing the action. If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Grant Agreement (GA).

Data: generally, facts and statistics collected together for reference or analysis. In GA context, defined as 'digital research data generated in the action'.

Databases: collection of independent works, data, or other materials that are arranged in a systematic or methodical way, allowing for individual access to the contents by electronic or other means.

Dissemination: public disclosure of the results not only by scientific publications but via any pertinent medium; dissemination means making results available to the people that can best make use of them e.g. scientific community, industry, other commercial players, policymakers, and more. Under Horizon Europe Programme, there is an obligation to disseminate results swiftly, including a statement that the action received financial support from the EU.

Intellectual Property Rights (IPR): refer to the legal rights that protect creations of the mind, including inventions, literary and artistic works, designs, symbols, names, and images used in commerce. IPR aims to encourage innovation and creativity by granting creators exclusive rights to use and exploit their work for a specified period, thereby enabling them to benefit from their intellectual efforts. This protection encompasses various forms, such as copyrights, patents, trademarks, and trade secrets, each with its own regulations and duration of protection.

Joint ownership: applies to results generated collaboratively by two or more partners where their respective contributions cannot be established or separated for the purposes of protecting them. In such cases, partners must establish a joint ownership agreement to allocate and manage ownership and use rights. In the absence of such an agreement, a default joint ownership regime applies.

Know-how: practical knowledge and expertise held or developed by project partners that may not be formalized as intellectual property but is valuable for project objectives. Note that for background know-how must be protected, but not for results.

Licensing: the granting of permissions to use intellectual property. Open licenses should be used when possible. For more information on open licenses please refer to the definition of "open access".

Open access: practice of providing online access to research outputs provided free of charge to the end-user. Open access to the data must be ensured under the latest available version of (the open license) Creative Commons Attribution International Public License (CC BY) or Creative Commons Public Domain Dedication (CC 0) or a licence with equivalent rights, following the principle *'as open as possible as closed as necessary*', unless providing open access would in particular:

- be against the beneficiary's legitimate interests, including regarding commercial exploitation, or

- be contrary to any other constraints, in particular the EU competitive interests or the beneficiary's obligations under the GA; if open access is not provided (to some or all data), this must be justified in the Data Management Plan (DMP).

Open science: an approach to the scientific process based on open cooperative work, tools and diffusing knowledge. The beneficiaries in a EU project must ensure open access to peer-reviewed scientific publications relating to their results. In particular, they must ensure that:

- at the latest at the time of publication, a machine-readable electronic copy of the published version or the final peer-reviewed manuscript accepted for publication, is deposited in a trusted repository for scientific publications [Note: publishers' own repositories are NOT considered trusted here.]

- immediate open access is provided to the deposited publication via the repository, under the latest available version of the (open license) Creative Commons Attribution International Public Licence (CC BY) or a licence with equivalent rights; for monographs and other long-text formats, the licence may exclude commercial uses and derivative works (e.g. CC BY-NC, CC BY-ND) and

- information is given via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication.

Beneficiaries (or authors) must retain sufficient intellectual property rights to comply with the open access requirements.

Ownership: each beneficiary in a EU project retains possession of the results it generates during the project; neither the granting authority nor the project, nor the consortium obtains ownership of the results produced under the action.

Results: any tangible or intangible effect of a given action, such as data, know-how or information, whatever its form or nature and whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

Research outputs: the results generated by a given action to which access can be given in the form of scientific publications, data or other engineered results and processes such as software, algorithms, protocols and electronic notebooks.

Third-party licensing: where possible, open licenses are used to allow third parties to access and use project results.

Transfer of results: each partner in a EU project has the right to transfer the ownership of its results to another partner.

Use: utilization, whether direct or indirect, of results in research activities outside the project, as well as in further development, creation, and marketing of a product or process.

2. IP Overview

At the EU level, intellectual property rights play a crucial role in fostering innovation and creativity across various industries. The IP legal framework aims to provide protection for creators and inventors, enabling them to fully enjoy the benefits of their work. This framework is divided into two main areas: copyright and industrial property rights, each covering distinct forms of protection tailored to different types of intellectual creations:

- **Copyright** (and rights related to copyright) protects literary and artistic creations such as publications, audio-visual works, as well as technology-based works;
- **Industrial property rights** cover a range of forms such as patents and utility models for inventions, trademarks, industrial designs or geographical indications.

Industrial Property	Literary & Artistic Works:	«Soft IP»
Trademarks	Copyrights Related rights	Secrets
Patents	Databases	Know-How
Industrial Designs	…	Contracts
…		…

Based on the needs identified through activities conducted across various projects, these guidelines focus on **copyright, databases, and patents.** The procedures for obtaining protection and the associated rights are briefly outlined in the section below. It is highly recommended to consult the European IP Helpdesk for further information.

2.1 Copyright

Copyright (or author's right) is the term used to describe the rights that creators have over their literary, scientific and artistic works. The list containing the works that can be protected by copyright is not exhaustive. However, the following works are usually covered by copyright at international level:

- articles, scientific publications, books;
- computer programs/software, databases, websites;
- audio-visual works;
- drawings, photographs;
- architecture, maps, plans, technical drawings;
- sketches and three-dimensional works relative to geography, topography, architecture or science;
- advertisements, flyers, commercial material, slogans, brochures and user manuals.
- emails and website postings

National legislation provides the framework for copyright protection. The requirements to obtain copyright protection vary from one country to another, but can be summarised as follows:

- **be original**: there is no harmonisation at EU level, nor at international level on what is to be understood by "original". However, according to the EU jurisprudence, the originality requirement is met when the author makes free and creative choices, reflecting their personality;
- **exist in some form**: at the EU level, there is no requirement that a work be fixed in a material form to receive copyright protection. Member States are free to decide whether a work must be fixed in a material form to qualify for protection. Therefore, non-fixed works may receive protection in some countries but not in others.

In the EU, copyright protection is obtained automatically upon creation of the work and no registration or other formality is required. Some countries allow for the voluntary registration/deposit of works protected by copyright. Although registration does not create the right, in some situations, it may serve practical purposes such as solving disputes over ownership or clarifying the creation date.

Although no formalities are required to obtain copyright protection, in practice, authors attach a copyright notice to the work, such as the mention "all rights reserved" or the symbol © together with the year in which the work has been created. This practice aims to inform others of the existence of copyright and therefore reduce the likelihood of rights infringement.

Copyright grants authors two main types of rights:

- **Economic rights**: these rights are exclusive and guarantee to authors the control and profit of their work; these rights are harmonised within the EU and expire 70 years after author's death (minimum of 50 years by Berne Convention for the Protection of Literary and Artistic Works standards). They include:
    - reproduction: making copies, such as publications or recordings;
    - distribution: sharing copies of the work;
    - fixation: recording the work on media like CDs or DVDs;
    - communication to the public: broadcasting through media like radio, TV, or the internet;
    - public performance: allowing live performances, such as plays;
    - derivative works: authorizing adaptations, translations, or new uses.

- **Moral rights**: these rights are personal, generally non-transferable and allow authors to claim authorship and prevent distortions of their work that could harm their reputation. They vary across countries in terms of scope, duration, and enforcement and typically do not expire. While the core principles of moral rights remain consistent, protecting the author's reputation and integrity, factors such as the type of work (e.g., visual arts vs. literature), the specific legal system, and the cultural context all influence the scope and application of moral rights. The moral rights can include:
    - the right of an author to be identified as the author of their work;
    - the right to the integrity of their works (e.g., prohibition of alteration, distortion, or mutilation);
    - the right to decide whether or not the work be published and how;
    - the right to withdraw the work from publication;
    - the right to prevent the use of their works for illegal, immoral and undesired purposes.

Note that moral rights exist independent of economic rights.

For more comprehensive details, including specific cases and further insights into the variety of moral rights across jurisdictions, it is recommended to visit the Copyright Exceptions webiste.

2.2 Databases

In the EU, the term "database" refers to a variety of collections, including those containing text, images, audio, and video provided that the information is systematically organised to enable efficient retrieval and use.

There are two main routes for database protection:

- **Copyright protection**:
    - eligibility: databases can qualify for copyright protection in the EU if they are considered an intellectual creation; this means the way the contents are selected or arranged must reflect the creator's originality; importantly, the protection applies to the structure of the database, not to the individual data itself
    - rights conferred: the author of a copyrighted database holds exclusive rights; these include the right to reproduce, adapt, distribute, and communicate the database, as well as any adaptations derived from it
- **sui generis protection**:
    - eligibility: if there is a substantial investment in obtaining, verifying or presenting the contents, non-original databases can be protected by copyright
    - rights conferred: in the EU, database protection extends to the contents of the database; this right is unique to the EU and is only available to EU nationals or residents; this gives the owner the right to stop others from:
        - extraction – transferring the contents to another medium
        - reutilization – publicly distributing substantial parts of the contents.

Some examples of protected non-original databases under the EU's sui generis database right:

- compilation of legislation
- statistical data base
- review of literature
- compilation of educational material

Both protection types cover either the selection/ arrangement (copyright) or the investment in content (*sui generis*). Copyright protection is ensured worldwide, while *sui generis* rights are guaranteed only in the EU.

2.3 Patent

A patent is an exclusive right granted for the protection of inventions (products or processes) offering a new technical solution or facilitating a new way of doing something. The patent holder enjoys the exclusive right to prevent third parties from commercially exploiting their invention for a limited period of time. In return, the patent holder must disclose the invention to the public in the patent application.

Options to patent protection:

- **national route:** application before national IP offices; protection is obtained only in the country where the patent is registered;
- **regional route**: application before the European Patent Office; this application has an international character; however, national laws govern the registration in each country. A granted European patent is then a "bundle" of national patents that must be validated at the national IP offices of the countries selected by the applicant for it to be effective;
- **international route**: application before the WIPO; this application has an international character; however, national laws govern the registration in each country. Also in this case, the applicant will then obtain a "bundle" of national patents whose granting remains under the control of the relevant national or regional patent office.

Requirements for patent registration:

- **novelty**: the invention must be new in comparison to the existing knowledge in the relevant technical field -that is, not being part of the state of the art;
- **inventive step**: the invention must be non-obvious, in other words, it cannot be deduced easily by a person with average knowledge in the relevant technical field;
- **industrial application**: the invention must be capable of industrial application (e.g. the invention can be developed or used in any kind of industry, including agriculture).

Patent rights provide inventors with exclusive control over their inventions, preventing others from making, using, selling, or distributing the patented invention without permission. This protection encourages innovation by allowing inventors to regain their investments in research and development.

In the EU the duration of patent protection typically lasts for 20 years from the filing date of the patent application. However, to keep patent rights during this time, patentees must pay maintenance fees and ensure compliance with legal requirements. After 20 years, the patent enters the public domain, allowing anyone to use the invention without restriction.

3. IP Challenges and Best Practices

Project deliverables and outputs can and must be protected by IPR. Usually, as provided by the Grant Agreement, beneficiaries which have received funding under the grant must adequately protect their result, for an appropriate period and with appropriate territorial coverage, if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the other beneficiaries and any other legitimate interests.

This section highlights the most common IPR related challenges and offers best practices to effectively address them.

3.1 Background

Each partner having pre-existing intellectual and industrial property rights intended for the use in an EC project will retain the full and total ownership of its own prior IPR.

The beneficiaries must identify in a written agreement the background as needed for implementing the action or for exploiting its results to ensure smooth project execution and protect individual rights. Partners must grant each other a non-exclusive, royalty-free license for shared pre-existing IPR. Restricted background IPR must be excluded unless agreed otherwise with the granting authority.

Best practices:

- **Background identification**: partners should identify their respective background IPR as early as possible, preferably in the project planning phase. Nevertheless, any additional background during the project can be added by written notice to the other partners.
- **Background documentation**: ensure that all background IPR is documented clearly in a written agreement at the outset of the project. This should include descriptions of the background assets, their ownership, and any existing restrictions.
- **Non-exclusive licensing**: when necessary, grant non-exclusive, royalty-free licenses to project partners for the use of shared background IPR during the project. This facilitates collaboration while respecting ownership rights.
- **Restrictions**: explicitly outline any restrictions associated with the background IPR. Ensure that any background subject to restrictions is not used in the project unless agreed upon with the granting authority.

Scenario:

In the context of a R&I climate change project, a partner may hold background IP, such as a patented flood prediction model or a proprietary sensor technology for monitoring water levels. Due to a pre-existing licensing agreement with another organisation, the partner may be restricted in granting access to this IP to other partners in the project. The partner could decide to **exclude / limit** certain aspects of the background IP, either temporarily (e.g., withholding access until the technology is fully protected or patented) or selectively (e.g., granting access only to partners working on non-competitive aspects of the project).

However, since the background IP is essential for accurately forecasting flood risks and developing effective flood mitigation solutions, any exclusion—particularly if not temporary—could hinder the project's progress. The project partners must carefully assess the impact of such exclusions on the project's ability to meet its objectives. For example, excluding a key partner from accessing critical flood prediction technology could delay the development of a comprehensive flood early warning system, ultimately affecting the project's success in improving resilience against flooding.

3.2 Ownership of results & Joint ownership

Partners should regularly assess results for IP protection, such as patents or copyrights. The goal is to secure IP assets that will contribute to long-term project impact. Decisions on IP protection depend on the potential for commercial or societal impact, and on the need to prevent unauthorized use. Timely protection steps (e.g., patent filings) are critical to safeguard IP

Usually, the Consortium Agreement provides that the results are owned by the beneficiary who generates them.

When two or more beneficiaries collaboratively generate results for which it is not possible to establish each beneficiary's respective contribution or separate them for protection purposes, the results are jointly owned.

Best practices:

- **Regular IP assessment**: conduct frequent analysis of project outputs for potential IP protection (patents, copyrights…)
- **Timely protection**: ensure prompt applications for IP protection, such as patent filings, before any dissemination to the public. This enables safeguarding intellectual property and prevent unauthorized use.
- **Ownership documentation**: ensure that outputs are owned by the beneficiary who generated them and that is documented in the IPR Directory.

- **Joint ownership agreement**: joint owners must agree in writing on the terms of joint ownership and the allocation of rights. Owners must agree on protection measures, cost-sharing, and indicate ownership in the final report.
- **Non-exclusive licensing**: allow joint owners to grant non-exclusive licenses to third parties with at least 45 days' notice and fair compensation to other owners.
- **Use for non-commercial purposes**: joint owners may use results for non-commercial research and teaching without consent.

Scenario:

In a R&I climate change project, two partners jointly own a key piece of background IP: a set of predictive models and algorithms that analyze sea level rise trends and coastal vulnerability. One partner originally developed the models, while the other one contributed proprietary data processing tools and algorithms for assessing infrastructure resilience to flooding.

Due to the joint ownership of this IP, both partners must agree on how it will be used within the project and whether it can be shared with other project partners or external collaborators. One partner, for example, may seek to exclude certain proprietary elements of the models from being shared with other project partners due to concerns about future commercial applications or competitive advantage. The other partner, however, may argue that excluding access to essential parts of the IP—such as the vulnerability assessment tools—could hinder the development of a comprehensive decision-support system for coastal communities at risk from sea level rise.

Given that the background IP is critical for developing flood protection strategies, early warning systems, and long-term coastal adaptation plans, any exclusion of access must be carefully considered. The partners must ensure that such restrictions do not delay the project or limit the ability of other partners to integrate their own research and solutions into an effective tool for managing sea level rise. Clear terms should be outlined in the joint ownership agreement to ensure that both commercial interests and the project's scientific and practical goals are balanced effectively.

3.3 Access rights

Beneficiaries are required to grant each other access to background and results essential for project tasks, typically royalty-free, unless otherwise restricted or agreed upon beforehand. For tasks within the project, access to necessary background and results is provided royalty-free, while access needed to exploit results is granted under fair and reasonable terms.

Without clear rights to access, use, and distribute data, certain results may be unusable for broader application, particularly if data is sensitive or comes from third-party sources (for concrete application please refer to the scenario described in section 2.1 Background).

Best practices:

- **Background and results documentation**: to enable access to background and results, it is essential to identify and document them precisely.
- **Royalty-free access**: ensure that access to necessary background and results for project activities is provided royalty-free, unless otherwise restricted or agreed upon.
- **Access request procedure**: require that all requests for access be submitted in writing, ideally within one year after project completion, to maintain a formal record.
- **Sub-licensing rights**: specify in the access agreement that sub-licensing rights are not included, unless otherwise agreed.
- **Ongoing obligations**: ensure that a beneficiary's departure from the project does not remove its obligation to provide access to necessary background and results.
- **Default situations**: allow remaining partners to limit access rights if a beneficiary defaults on its obligations.
- **Protect sensitive data**: clearly define rights for accessing, using, and distributing sensitive data or third-party sourced information to avoid usability issues with project results.
- **Regular reviews**: conduct periodic reviews of access agreements and terms to ensure they remain relevant and address any evolving needs of the project.

3.4 Third party data

If third-party rights are infringed, costly litigation, delays, or restrictions on using specific technologies may arise.

Best practices:

- **Third party data documentation**: identify and document third party data that will be used as early as possible in the project; this will help assess licensing, identify and mitigate infringement risks.
- **Licensing**: obtain the necessary permissions or licenses from third-party data providers before using their data in the project; ensure use of third party data strictly for the purpose outline in the agreement.
- **Records**: keep documentation of all third-party data sources, including licensing agreements, usage rights, and any restrictions on use or distribution.
- **Security measures**: implement robust security measures to protect third-party data from unauthorized access, breaches, or misuse.

3.5 Patent application

Determining a patent strategy (which patents to pursue, and how to handle cross-licensing) will impact accessibility and further development of certain technologies / methodologies.

A proactive IP and patenting strategy, with licensing terms that align with open access or climate resilience goals, will help balance protection with dissemination.

Best practices:

- **Assess novelty of the invention**: conduct searches to identify existing patents, publications, and technologies.
- **Avoid public disclosures**: refrain from sharing information about the invention in public forums, such as conferences or social media, until a patent application has been filed.
- **Engage patent experts**: expertise in drafting and filing, as well as defining the most suitable strategy (national/ regional/ international application) can significantly enhance the quality and success of the application.

3.6 Transfer of results / technology

The beneficiaries may transfer ownership of their results, provided this does not affect compliance with their obligations under the Grant Agreement.

The beneficiaries must ensure that their obligations under the Grant Agreement regarding their results are passed on to the new owner and that this new owner has the obligation to pass them on in any subsequent transfer.

Best practices:

- **Agreements**: draft clear agreements that outline the terms and conditions for transferring results and technologies, including ownership rights, IPR licensing, responsibilities, and any financial arrangements. Poorly structured agreements can lead to misappropriation of technology, conflicting IP claims, or barriers to commercial development.
- **Notification procedure**: ensure that any beneficiary intending to transfer rights notifies other beneficiaries with access rights at least 45 days in advance (or a shorter period if agreed in writing). The notification must include sufficient information about the new owner to enable affected beneficiaries to assess the potential impact on their access rights. The beneficiaries may object within 30 days of receiving notification (or less if agreed in writing), if they can show that the transfer would adversely affect their access rights. In this case, the transfer may not take place until agreement has been reached between the beneficiaries concerned.
- **Document all agreements**: keep thorough documentation of all notifications, objections, and agreements related to the transfer of rights to ensure transparency and accountability.

3.7 Licensing

Under Horizon Europe, entities are encouraged to license innovations in a way that fosters broad exploitation and societal benefit, especially for climate adaptation technologies.

Best practices:

- **Licensing agreements**: establish clear and comprehensive licensing agreements that specify how project results may be used, including the scope, duration, and limitations of use and who is authorized to use the results, distinguishing between partners, third parties, and any specific categories of users.
- **Document ownership rights**: outline the ownership rights of results in the project agreement to avoid confusion about who holds the rights to license the results.
- **Non-exclusive licenses**: where appropriate, consider granting non-exclusive licenses to allow multiple partners or third parties to use the results, thereby maximizing impact and dissemination.
- **Exclusive licenses**: the beneficiaries may grant licenses to their results (or otherwise give the right to exploit them), including on an exclusive basis, provided this does not affect compliance with their obligations. Exclusive licenses for results may be granted only if all the other beneficiaries concerned have waived their access rights.

Scenario:

In a R&I climate change project, a university and a private company are working together. The university has a weather prediction model, and the company has a tool for analyzing soil moisture. To avoid confusion, they create a licensing agreement that clearly defines how they can use each other's technologies during the project.

Terms of the licensing agreement:

- the university allows the company to use its weather model, and the company lets the university use its soil moisture tool;
- the agreement is only valid for the project in the EU; after the project ends, the partners will negotiate if they want to continue using each other's technology;
- commercial use: the university keeps the rights to sell its weather model later, while the company can sell its tool but must share profits with the university if it makes money.

This licensing agreement helps both partners know how to use each other's IP without any misunderstandings during the project.

3.8 Open access/ Dissemination

As a rule, in line with Open Science principles, partners should communicate their results/ deliverables/ outputs and make them available to the public free of charge as soon as possible unless they are protected by IPR or in the process of being protected, security, or legitimate interests.

As a rule, according to the Consortium Agreement, beneficiaries must notify others at least 30 calendar days before disseminating their results, allowing others to object if they can show harm to their legitimate interests. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the coordinator and to the party or parties proposing the dissemination within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

Best Practices:

- **Repository**: select reputable open access repositories or platforms for depositing research outputs. Publications must be deposited in a trusted repository upon publication, with immediate open access provided under CC BY license.
- **Compliance**: align with the open access requirements and ensure all outputs are compliant, including any embargo periods.
- **Creative Commons Licenses**: apply appropriate Creative Commons (CC BY) licenses or equivalent to outputs to clarify how they can be reused, adapted, and shared by others, fostering wider dissemination.
- **Metadata**: follow FAIR principles for deposited publications and include key details such as author, publication date, funding information, licensing terms, and identifiers.

Examples:

- The data collected during the project (e.g., rainfall patterns, soil moisture levels etc.) will be shared on an open platform, allowing others to use the data for future research or planning.
- Any software or tools developed in the project will also be available for free, so others can use, improve, or adapt them for their own efforts.
- The project partners will publish research papers and reports that will be available for free, so anyone can learn about the recent research activities and apply the finding to their activities.

4. Annexes

IPR in a nutshell:

IPR	*What for?*	*Duration of protection*	*Priority*	*Routes to registration*
Trade marks	Distinctive signs	Renewable indefinitely for periods of 10 years	6 months	National EU trade mark (EU) Madrid System
Industrial designs	Appearance of products	**RCD:** renewable every 5 years up to 25 years **UCD:** 3 years, not renewable	6 months	National Community design (EU) Hague System
Patents	Inventions	20 years	12 months	National European Patent (EPC) PCT
Utility models	Inventions	7-10 years	12 months	National
Trade secrets	Confidential business information	Unlimited	No	None
Copyright	Literary, scientific and artistic works Neighbouring rights (media or related rights)	**Moral rights:** no time limit **Economic rights:** at least the author's lifetime + 50 years (in the EU, 70 years from the author's death) **Neighbouring rights:** at least 20 years from the end of the year in which the fixation was made or the performance / broadcast took place (in the EU, 50 years instead of 20 for phonograms and performances)	No	None
Databases	Collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible	**Copyrighted databases:** within the EU: life of the author + 70 years ***Sui generis* databases:** 15 years from the end of the year in which the making of the database was completed or in which the database was first made available to the public	No	Copyrighted databases: automatic *Sui generis* databases: EU right only
Domain names	Internet addresses	Renewable indefinitely for periods of a maximum of 10 years	No	Worldwide protection when registered at any accredited registrar

Source:The European IPR Helpdesk Your Guide to IP in Europe - The essentials of IP protection in Europe pg. 29

References

This section provides selected resources/ references for more information on IP rights and challenges:

- European IP Helpdesk factsheet Copyright essentials
- European IP Helpdesk factsheet Inventorship, authorship and ownership
- The European IPR Helpdesk Your Guide to IP in Europe - The essentials of IP protection in Europe
- European IPR Helpdesk Fact Sheet How to manage IP in Horizon 2020: grant preparation
- AGA – Annotated Grant Agreement
- Copyright Exceptions website
- EU – R&I - Dissemination and exploitation of research results

Contact us!

➔ Find out more about how ESF can support regarding intellectual property: https://www.esf.org/research-ethics/

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