Model Agreements for Co-operation between Universities and Industry

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Rights of Universities and Professors (Researchers) in Germany

- University:
  - Right to claim and evaluate inventions

- Professor:
  - Right to get remuneration (30% of University income)
  - Right not to publish
  - Right to decide on future consultancy
  - Right to file in foreign countries not "claimed" by University/Industry
  - Right to continue patents given up by University/Industry
Common Provisions for Agreements in Industry-University Interactions

- “Trilateral” agreement between university, industry partner and researcher advisable
- Legal obligations and duties
  - Inventions - university/industry
  - Know-how and consultancy - researcher/industry
  - Renouncing of researcher - researcher/industry
- Joining declaration of all university members participating

Model Agreements in Germany

- Berlin Contract
- Marburg Contract
- Max Planck Contract
- Munich Contract
- NRW Contract
Berlin Contract – Kinds of Research Interactions/Commissions Industry/University

- Service/work contract
- Research on commission
- Research cooperation

Berlin Contract – Differentiation Indicia – Service/Work Agreement

- Definite, known goal
- Determined way of conduct
- University requests takeover of full cost
- No interpretation of data or results by researcher necessary
- No interest in publication
- Duty of success
Berlin Contract – Differentiation Indicia – Research on Commission

- Oriented towards a goal, result uncertain
- Defined way of conduct
- Defined goal of research
- University requests takeover of full cost
- Interpretation of data results by researcher necessary
- Interest of industry in a short term or well-in-time result
- Publication interest of university
- No duty of success

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Berlin Contract – Differentiation Indicia – Research Cooperation

- Open goal, open result
- Conduct not defined in detail
- Application purpose neither known in detail nor defined
- Contribution by both parties
- Medium to long term interest of industry in the results
- High interest in publication, possibly jointly
- No duty of success

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Berlin Contract - Renouncing of Researchers in Research on Commission and Research Cooperation

- Negative right to publish
- Taking over of patents
- Obtaining patents in foreign countries

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Berlin Contract - Contract Components for Research on Commission

- Research results belong exclusively to industry
- First filing
  - University and industry as joint applicants
  - Realization alternatively by university or industry
- Foreign filings
  - By industry in its sole name

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Berlin Contract - Invention Remuneration in Research on Commission

- 2.500 EUR after first application (first remuneration)
- Further remuneration according to following alternatives:
  - 2.500 EUR at start of commercial use, latest 7 years after first filing date
  - Further lump sum payments when reaching turnover milestones
  - After start of commercial use reasonable remuneration, still to be negotiated

Berlin Contract - Contract Components for Research Cooperation

- Results of industry
- Joint results
- Results of university
Berlin Contract - Results of Industry in Research Cooperation

- Invention share of industry 100%
- Results of research belong exclusively to industry
- Patent applications by industry in its sole name
- No remuneration to university

Berlin Contract - Joint Results in Research Cooperation

- Definition: invention share of university ≤ 50%
- Research results belong exclusively to industry
- First filing by industry in its sole name, if invention share of university ≤ 25%
- First filing jointly by university/industry, if invention share of university > 25%
  - Realization alternatively by university of industry
- Foreign filings by industry in its sole name
- Remuneration to university
Berlin Contract - University Results in Research Cooperation

- Definition: invention share of university > 50%
- Research results belong exclusively to university
- Option of industry for world-wide, exclusive license
- First filing by university in its sole name
- Remuneration to university if option is used

Berlin Contract - Invention Remuneration in Research Cooperation

- Results of industry - no remuneration
- Results of university
  - Lump sum payment or reasonable royalty to university
  - Examples for normal situation
- Joint results
  - Invention share of university < 50%: as in case of research on commission
  - Invention share of university 50%: 90% of agreed on remuneration for university results
Munich Contract

- Contract only between University and Industry
  - No renouncing of Researcher’s rights
- Patents in the name of Universities
  - Licenses for Industries
- No differentiation between different kinds of interactions
  - „everything“ is contract research

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