



## Guiding principles knowledge commercialisation policy NWO-I

Activities of NWO-I benefit the common good, especially that of higher education and industry. NWO-I activities lead to new knowledge and insight, and highly qualified young researchers and technicians.

One of NWO-I's seven objectives is to facilitate the transfer of knowledge to other scientific disciplines, industry and the general public. With the transfer of new knowledge, NWO-I pays due consideration to the fact that applicable knowledge that is freely accessible is not attractive for users who are interested in the commercial exploitation of this knowledge. Knowledge is considered valuable by users if a form of protection prevents the direct use of this knowledge by others. Knowledge protection, for example in the form of a patent or confidentiality, can therefore be an important instrument in facilitating knowledge transfer.

Knowledge commercialisation is the making of agreements about the ownership and/or right of third parties to use knowledge. The guiding principles that NWO-I uses for knowledge commercialisation are explained below.

### I. Ownership

- \* The intellectual property rights on the work of NWO-I employees are owned by the employer NWO-I. See Dutch Copyright Act 1912, Articles 6, 7 and 25 and the Dutch Patents Act 1995, Article 12. From this, it follows that software, patents and claims to patents emerging from research on which NWO-I personnel work, are owned by the NWO-I Foundation unless otherwise agreed upon. In the case that the work is realised by others (for example university employees) with the support of NWO-I, then partial rights are assumed.
- \* University researchers, NWO-I employees and/or officers of a university research institution may not, without the permission of NWO-I, enter into any negotiations or conclude any agreements with third parties with respect to new knowledge or a new work that has arisen within the context of a project funded by NWO-I.

### II. Patents

NWO-I encourages patent applications (which, due to the costs, will always be considered critically) and if necessary (considered case-by-case) pre-finances these. In view of the aforementioned objectives, an industrial or other partner interested in applying the protected knowledge is sought as quickly as possible. In principle, NWO-I does not seek to build up its own patent portfolio.

### III. Design of knowledge commercialisation

- \* Contributions in cash or in another form to research funded by NWO-I does not give third parties the right to use, apply or exploit the results; however it can, if there is a substantial contribution, give a right to exclusive cognizance, temporary confidentiality or the right of first refusal.
- \* A transfer or licence agreement should be concluded to obtain a usage right. This can be a so-called second agreement, after a right of first refusal agreement, but it can also be stated in a single agreement that both the right of refusal and the transfer/licence are established with the effecting of the right to refusal.

Guiding principles for the transfer and/or the granting of a licence are:

- *Exclusivity*

An exclusive right of use should preferably be granted for which NWO-I and the research group concerned retain the right to use the results of further scientific research and education, including the right to publication.

- *Royalties*

As a remuneration for the rights acquired, a percentage of the turnover acquired by making use of the rights acquired, should preferably be paid.

The size of such royalties is partly determined by the size of any contribution made to the research and by the commercial value of the results concerned. As the application becomes further removed from the research results (for fundamental research) there will be more reason to choose for a lump sum payment.

- *'Anti-ijskastbeding'*

This is aimed at obtaining more certainty that the research results will actually be commercialised.

Usually, such a clause assumes the form of a minimum royalty per year to which a sanction is added that if a certain turnover is not realised, the exclusive right is converted into a non-exclusive right or even that all rights granted under the licence agreement become obsolete.

- \* If a user pledges in advance to pay for the total direct and indirect costs of the project, for which a profit margin can also then be calculated, then from the outset a usage /application right can be granted.

IV. Progress of the research/confidentiality

Knowledge commercialisation should delay the progress of the research funded by NWO-I as little as possible. Confidentiality requirements can be imposed for a maximum of one year. In any case, the commercialisation of knowledge may not give rise to research results not being published at all.

V. Financial revenues

The financial revenues that emerge from knowledge commercialisation after the deduction of costs are usually returned to the research group concerned under the condition that these are adequately used for research and research facilities. In accordance with the Dutch Patent Act 1995, Article 12 under 6, NWO-I shall in highly exceptional cases decide to use a part of the revenues to award a reasonable remuneration to the inventor.