

<b>GUIDELINE OF GOOD PRACTICES</b> <b>PHC France-COGITO</b>
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*The research organizations and universities whose researchers wish to work together within the framework of the Hubert Curien program subscribe to this guideline of good practices which sets out the common principles applying to the rules of intellectual property in a spirit of joint ownership.*

*This guideline of good practices lays down general rules which must be adapted on a case-by-cases basis, depending on current or planned research programs. Each accepted project will be the subject then of a cooperative agreement according to rules fixed by this guideline.*

*This framework is drawn up in order to allow researchers to carry out joint research with more flexibility, freedom and responsiveness, while at the same time protecting their discoveries.*

*When participating in the joint collaborative program, each researcher, acting on behalf of and for their research organizations or universities ('Party'), agrees to the following principles:*

## **Confidentiality - Publication**

### **1. Confidentiality**

Each Party undertakes to ask the members of its staff involved in a specific agreement to respect the rules of confidentiality with regard to information exchanged during collaborative research.

The Parties undertake to ask their staff and students to approve and accept these principles, and if necessary, to sign a confidentiality agreement.

### **2. Publications and Presentations**

All publications and presentations must mention the name(s) of the Parties researcher(s) involved in obtaining findings, as well as the organizations to which they belong.

The Parties shall inform each other about publications or presentations prior to their disclosure to the public.

Should a proposed publication contain information of industrial, commercial or strategic importance, its disclosure may be postponed to allow for appropriate protection.

## **Intellectual property and protection of findings**

The principles set out below apply to research findings and to intellectual property derived from joint research projects carried out within the framework of specific agreements between the Parties.

### **1 Rights acquired outside the framework of collaborative research**

Rights acquired prior to or at the same time as collaborative research between the Parties shall remain the property of the Parties.

### **2 Rights to data derived from collaborative research - principle**

All original data and research, including intellectual property rights relating to them, carried out by staff of the Parties shall belong jointly to the Parties. Each Party undertakes to pass on to the other Parties such information as is required in order to carry out collaborative research as well as all the findings derived therefore.

### **3 Inventions**

Joint inventions shall be jointly owned by the Parties in proportion to their respective contributions, unless a specific agreement states otherwise.

The Parties shall jointly define in a specific agreement procedure for the protection of joint inventions, in particular the countries in which patent applications are filed and the sharing of costs of taking out patents, as well as the Party responsible for the protection and subsequent technology transfer of inventions.

### **4. Royalties**

Unless otherwise stated, each Party shall, for teaching and research activities, grant to the other Parties right of access free of royalties to any of its findings likely to be protected by copyright, subject to the prior written agreement of the author(s).

## **Technology transfer**

The Parties shall define in a specific agreement, and within a reasonable time limit, the precise terms and provisions for the utilization of joint findings.

Unless otherwise stated, royalties shall be distributed in proportion to the contributions of the Parties to findings resulting in technology transfer.

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