



From Project to Licence

Adding Value to Your Research

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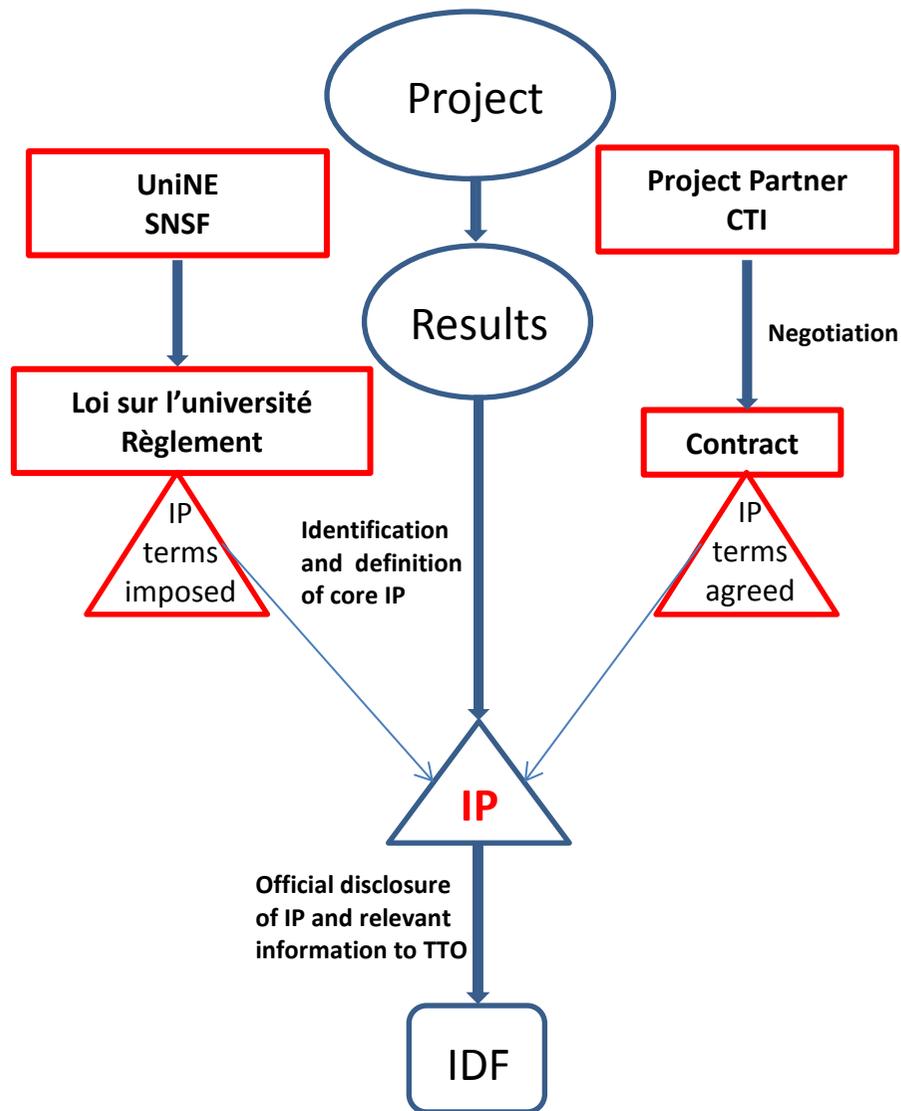
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From Project to IP ...



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It all starts with an idea.

The „**conception of the idea**“ is a key aspect in the generation of IP. However, to prove that your idea works you need to „**reduce it to practice**“ as part of a research project.

All research activities at UniNE need to comply with the “**Loi sur l’université**” and are governed by **specific regulations** set forth by the university, such as the “Règlement concernant la valorisation de la recherche”, and the “Règlement concernant les fonds de tiers de l’Université de Neuchâtel”. In addition, each project is bound by contractual **obligations** defined in **agreements** (e.g. Collaboration Agreements, Grant Agreements, Material Transfer Agreements, etc.) with other parties, such as funding agencies, or external project partners.

Crucially, the **IP terms** defined within these agreements will affect **IP ownership** and **access rights** to the project results. When it comes to protection and exploitation of the project results, these obligations have to be honoured.

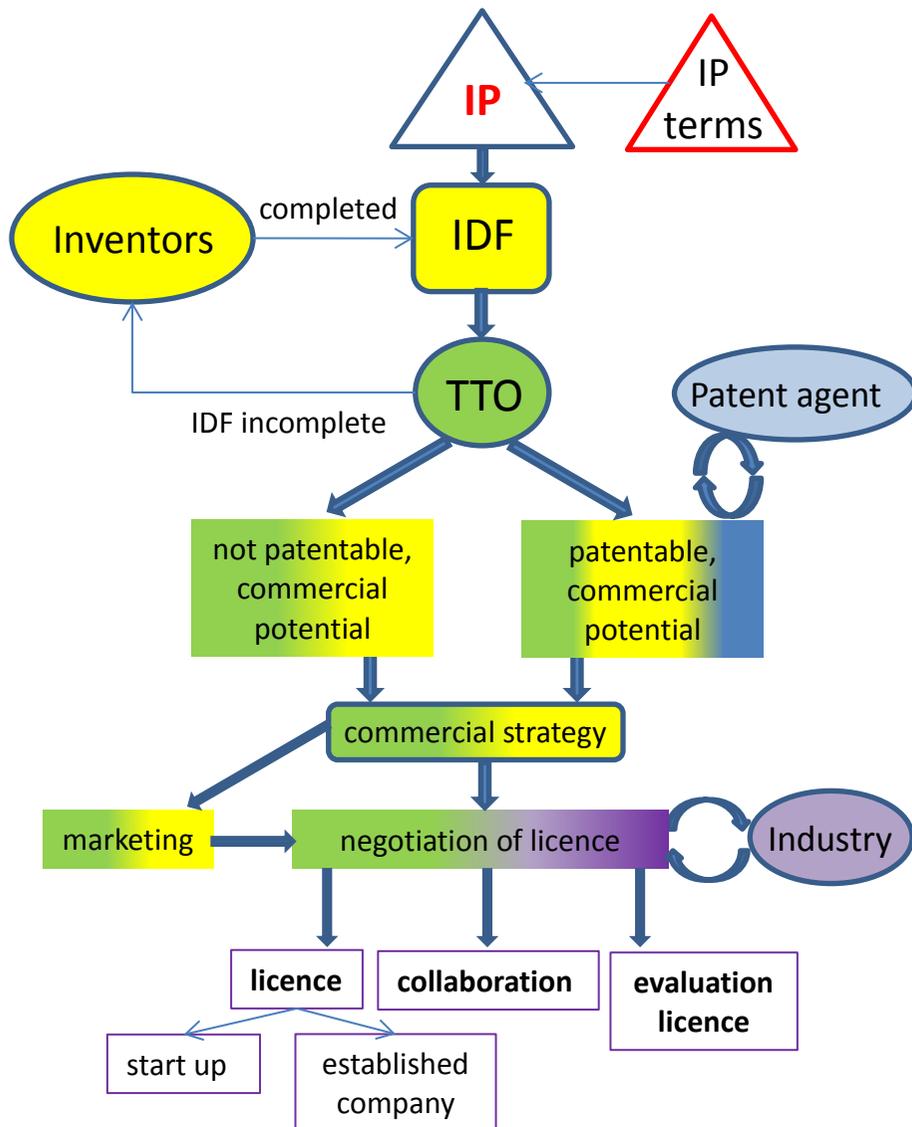
Beware also that the IP terms will not only affect the exploitation of the results but also the extent to which you will be able to introduce these into **other research projects or collaborations**. Hence, it is prudent to **map** out where different pieces of IP are employed.

Carve out the IP.

The project results are often only a diamond in the rough and the commercially interesting IP needs to be **identified and clearly defined** before any protection and commercial strategies can be considered.

The **Invention Disclosure Form (IDF)** forms the basis for the evaluation of the key inventive aspects of the IP by your TTO and patent agents. It provides further pertinent information such as current state of the art in the particular field, inventors of the IP, contractual obligations, and potential commercial avenues. Hence, the information provided therein needs to be as complete as possible to allow for a proper assessment.

... and from IP to Licence



Give the IP a good grilling.

With the IDF in hand it is now time to ask some **tough questions**. The IP will be assessed in light of the current **state of the art** in its particular field. Through discussions and further searches its **novelty, inventiveness and usefulness** will be considered. If these three criteria are met the IP, or invention, may be **patentable**. The decision whether to file a patent application or not will however also depend on other factors.

One of these is the **commercial potential** of the IP. Sometimes an invention could address a reasonably sized market, but is at too early a stage and requires significant further **investment** to develop it into a **commercial product**. Without a capable **industrial partner** on board the pursuit of a costly patent application for this invention may not be justified.

However, patentable does not equate to commercialisable, and vice versa. If **carefully managed**, also **non-patentable IP** can be of commercial value.

Get it out there!

In collaboration with your TTO a commercial strategy for the IP will be developed. The IP will be marketed, but usually **existing industry contacts** of the research team are the **most promising leads** for its exploitation. Your **TTO** will **negotiate** a suitable **licence** agreement with interested parties. This can take the shape of a licence agreement to a UniNE **start-up** or to an **established company**. Sometimes the industry partner prefers to test the IP in house as part of an **evaluation** agreement or wishes to engage in a closer **collaboration** around the IP. All of these options are first steps in the IP's **route to the market**.