

Managing Intellectual Property in Horizon Europe Projects

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1. Horizon Europe

Horizon Europe is the largest European Union instrument for promoting research and innovation. It was established in 2021 and is running through 2027.¹ With a total budget of 93,5 billion EUR,² the program is particularly important. It offers several opportunities for individual and collaborative funding. Moreover, it covers basic research, applied research for the development of innovative products and services, and their exploitation through commercialisation.

To this end, the Horizon Europe funding scheme builds on three main pillars. The first pillar, Scientific Excellence, aims to facilitate frontier research and includes individual research support, such as the Marie Skłodowska-Curie Actions (MSCA). The second pillar, *Global Challenges and European Industrial Competitiveness*, is centred on six thematic clusters addressing top EU priorities.³ The third and last pillar, *Innovative Europe*, focuses on strengthening the European innovation ecosystem through actions that seek to bridge the gap between research and market.

The programme includes a European Innovation Council (EIC) designed to enable radical, deep-tech innovations with high market potential. It does so through three main instruments: *Pathfinder*, dedicated to advancing breakthrough research with market potential; *Transition*, assisting the preparation for entering the market of emerging technologies; and *Accelerator*, speeding up the acceleration of market uptake of high-risk deep-tech innovation.⁴

2. The impact of Horizon Europe across SMEs, medium- large companies and universities

For companies, especially SMEs, Horizon Europe is an important instrument for transforming research into market-ready innovative products and services. For more established companies and research centres, the program is also an opportunity for cross-border collaboration, connecting universities, research centres, and industries across Europe and beyond.⁵ Statistics show that, since its establishment, 19.095 Horizon Europe grants have been signed. Of this, the 29,6% of participation corresponds to private-for-profit entities, 35,3 universities and 21,7 Research Organisations. The remaining is



“Horizon Europe is an important instrument for companies to transform research into market-ready innovation, and for cross-border collaboration among universities, research centres and industry, including SMEs. SMEs represent 18,29% of participation. The top five countries involved are Germany, Spain, Italy, France and the Netherlands”

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¹ Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013, PE/12/2021/INIT, OJ L 170, 12.5.2021. The programme is the EU 9th Framework Programme for Research and Innovation Programme and follows Horizon 2020, the EU previous research and innovation programme.

² Following the Multiannual Financial Framework Midterm Review (MTR).

³ namely, i) health, ii) culture, creativity and Inclusive Society; iii) Civil Security for Society; iv) Digital Industry and Space; v) Climate, Energy, and Mobility; vi) Food, bioeconomy; natural resources, Agriculture and environment.

⁴ See, in detail: European innovation Council: https://eic.ec.europa.eu/eic-funding-opportunities_en

⁵ The programme is not only addressed to EU Member States, but there are several non-EU countries that could be eligible for funding (“Associated countries”). Recently the UK has been added as an associated country. See: European Commission,

distributed among other types of entities – 8,1% – and other public bodies – 5,2% –. These beneficiaries are mainly established in Germany, Spain, Italy, France and the Netherlands (the top five countries). SME's participation amounts to 18,29%.⁶

3. *The importance of IP for Horizon Europe*

The main goal of Horizon Europe is to accelerate the transfer of ground-breaking research results into marketable innovations and services through targeted funding measures. Thus, a key factor in securing funding, implementing a collaborative research project, and exploiting the results is how Intellectual Property (IP)⁷ aspects are addressed and managed.

In European research projects funded under the Horizon Europe umbrella, the management of IP is an important dimension that must be considered at every step of the project cycle, starting with the drafting of a proposal. The IP management is especially relevant within the *innovative Europe* funding lines, where the European Union places strong emphasis on technology transfer and the valorisation of the knowledge generated.

A common mistake among researchers and companies applying for funding is to address IP only after results have been generated. At that time room for manoeuvre is limited, and the risk of conflicts, loss of rights or duplicated research becomes concrete. Yet finding a common ground is far from straightforward, because collaborative projects bring together partners with different interests and strategic objectives.

Before submitting the project proposal for the funding application, among others, IP is relevant to the evaluation process. One main aspect in the evaluation and funding of a proposal is the strength and expected impact of its IP. However, many proposals remain weak from a patent analysis perspective. This is a missed opportunity, given that patent documents account for up to 80% of the technical knowledge.⁸ Searching within patent documents also helps avoid unnecessary duplication of research and development efforts. Studies estimate that nearly 30% of global R&D expenditure is wasted on reinventing existing solutions.⁹ Further, even when a patent



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Research and Innovation Horizon Europe countries profile. Available at: https://research-and-innovation.ec.europa.eu/statistics/framework-programme-facts-and-figures/horizon-europe-country-profiles_en. Last accessed 2 December 2025.

⁶ See: Key figures and project details in Horizon Dashboard: https://dashboard.tech.ec.europa.eu/qs_digit_dashboard_mt/public/sense/app/d58f3864-d519-4f9f-855e-c34f9860acdd/sheet/erUXRa/state/analysis. Last accessed 2 December 2025.

⁷ The term is used to refer to the intangible creations of mind that might derive from collaborative research projects funded under Horizon Europe scheme.

⁸ European Commission (DG Research) and European Patent Office (EPO), Why researchers should care about patents? (2007). Available at: <https://ec.europa.eu/invest-in-research/pdf>. A recent study confirm that patent information remains relevant, though they do not provide any percentage. See: World Intellectual Property Organization (WIPO), WIPO Guide to Using Patent Information (WIPO 2021). Available at: <https://www.wipo.int/edocs/pubdocs/en/wipo-pub-rn2021-1e-en-wipo-guide-to-using-patent-information.pdf>. Last accessed: 16 December 2025.

⁹ European Commission (DG Research) and European Patent Office (EPO), Why researchers should care about patents? (2007). Available at: <https://ec.europa.eu/invest-in-research/pdf>.

is still in force, the disclosed information can often be used for experimental purposes under specific legal conditions.¹⁰

During the project, sound IP management helps partners prevent future conflicts within the consortium. This is especially true when universities and companies work side by side. Academic institutions are typically driven and rewarded to publish and disseminate scientific outputs, whereas SMEs and industry actors prioritise protecting assets and their commercialisation. Aligning these distinct strategic approaches can be better achieved by addressing ownership, access rights and dissemination and protection strategies from the outset.¹¹

After the project ends, robust IP management is the necessary condition for the valorisation and exploitation of the results. Research outputs still require substantial investment to reach the market. Such investment is more likely to occur when results are adequately protected so that companies can obtain a return on their economic efforts.

4. From key definitions to key provisions: The role of the Grant Agreement

Two important legal documents come into play within the Horizon Europe funding programme. The first one is the Grant Agreement (GA), which regulates the relationship between the granting authority (the European Commission) and the consortium. The second is the Consortium Agreement (CA), which governs the relationship among the parties to the consortium project. IP rules are found in both documents. The GA sets out the “default” rules for IP management, which consortia may further specify or, to a certain extent, derogate in the CA.

First and foremost, the GA contains key IP-related concepts that serve as the backbone for interpreting the agreement. In particular, it delineates the concepts of background, results (which distinguish between research results and research outputs), access rights, dissemination, and exploitation.¹² Moreover, in the GA, the European Union (EU) Commission has delineated three main obligations for the beneficiaries, namely: i) the obligation of protection; ii) the obligation of dissemination; and iii) the obligation of exploitation.

Under the obligation of protection, partners are required to assess the potential for protecting their results and, where commercially or industrially viable, ensure adequate protection for an appropriate duration and territorial scope.

¹⁰ Conditions may vary across countries. See: Contardi Magali and Bogni M., Italy in *David Gilat, Charles A. Boulakia, Daphné Derouane, Ralph Nack* (eds), *Experimental Use and Bolar Exemptions* (AIPPI Law Series XI, Kluwer Law International BV, 2025).

¹¹ See default rules of the GA in the section below.

¹² See Art. 16 and Annex V, GA.

Background is defined as any data, know-how, or information, in any form or nature (tangible or intangible), including intellectual property rights, that is held by the beneficiaries prior to acceding to the Agreement and is necessary for the implementation of the action or the exploitation of the results.

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

Access rights are the right to use the result or background.

Dissemination is the public disclosure of results, including by scientific publications.

Exploitation is the use in further research and innovation activities in broad sense (developing, manufacturing, providing a service, standardisation, further research, marketing).



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As for dissemination obligations, the GA establishes that partners must follow the Open Science approach. Thus, scientific publications must be openly accessible and research data should be “*as open as possible, as closed as necessary*”. Here, a common misunderstanding is that open access collides with IP protection. In fact, Horizon Europe rules state that IP protection can take precedence over open science obligations. In particular, when protection or the exploitation of project results would be adversely affected by making project results and data available under open access. In practice, the balance materialises in specific notification duty and objection rules in the GA before dissemination.

Last, regarding the exploitation obligation, beneficiaries are required to adopt measures to exploit project results for up to 4 years after the project’s conclusion. This applies either directly or through third parties. Interestingly, if, despite the best efforts to exploit, no uptake occurs, the results shall be made available through *the Horizon Results Platform (HRP)*.¹³

5. IP-related provisions in the GA

A related and preliminary aspect for addressing these three obligations is the ownership of results, since owners are best placed to decide how to protect them, when to disseminate them, and how to exploit them. In collaborative projects, this is quite sensitive and challenging. Results often stem from shared knowledge and, as such, may be jointly owned.¹⁴ Thus, it is very important to have clear rules for their management, protection and exploitation. Frequently, conflicts arise when deciding in which countries to protect, where to file the first patent, and who will be responsible for the prosecution and the related costs. An example is a case where a single partner obtains exclusive ownership of a result and intends to exploit it through exclusive licensing or assignment. Specific clauses might need to be in place to ensure that the other partners retain appropriate access rights.

In this regard, the GA states that results are owned by the beneficiary who generates them.¹⁵ The GA also stipulates that where two or more partners may jointly contribute to an individual result of IP, the IP is jointly owned. The joint owners should therefore agree on the terms of the joint ownership through a Joint Ownership Agreement. In the GA, unless otherwise agreed in the CA or in the Joint Ownership Agreement, each joint owner may grant non-exclusive licenses to third parties to exploit the jointly owned results (without any right to sub-license), if the other joint owners are given at least 45 days advance notice and fair and reasonable compensation.¹⁶

¹³ The aim is to enhance visibility and with it its uptake. See: European Commission, Horizon Results Platform. Available at: <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/horizon-results-platform> . Last accessed 2 December 2025.

¹⁴ For a discussion on the complexity of joint ownership and how to achieve a situation that meets the interests of all the parties concerned in university and private collaborations, see: Tapia, Dr. Claudia and Nestler, Peter Ericsson and Caspar, Anders, How to Achieve a Win-Win Situation in University-Industry Collaboration (April 30, 2019). Available at SSRN: <https://ssrn.com/abstract=3380455> or <http://dx.doi.org/10.2139/ssrn.3380455>.

¹⁵ Art. 16.4, Annex V.

¹⁶ Ibid.

From a management and exploitation standpoint, joint ownership of IP may create practical and legal constraints if the rights and obligations of the parties are not clearly regulated.¹⁷ For instance, in Italy, a recent decision of the Italian Supreme Court held that, in the absence of a specific agreement between the co-owners, a single co-owner does not have the power to exploit the patent independently. The limitation applies either directly through its own business activity or indirectly by granting licenses to third parties.¹⁸ Thus, joint ownership may limit the freedom of each co-owner to commercially exploit the invention unless detailed contractual arrangements are put in place. For industrial co-owners this limitation may jeopardise the purpose of engaging in these collaborations.

At the same time, patents are important indicators of academic innovation, complementing traditional metrics such as publications and citations.¹⁹ Within the European research landscape, EU programs like Horizon Europe Pathfinder explicitly consider patent activity and other measurable outputs when evaluating projects.²⁰ For this reason, universities may hesitate to accept arrangements where the industrial partner is the sole original owner from the outset. An attempt to reconcile these interests could provide for initial joint ownership between the academic institution and the industrial partner combined with a contractual commitment that the university will transfer its share of the rights after the patent application is filed. In this way, universities preserve recognition of their contribution, while industrial partners consolidate control over the patent for commercial exploitation.

The GA also provides a framework supporting this type of arrangement. In the GA, there is the option to transfer ownership of the results to one of the joint owners or to third parties, provided that such a transfer is in line with the general conditions laid out in the applicable work programme. In some cases, the granting authority (EU Commission) might object to such a transfer (i.e., if the transfer is outside the EU).²¹

The GA also includes default rules for access. For the action's implementation, partners must grant one another royalty-free access to any background, meaning pre-existing knowledge or IP, that is necessary to perform their work. An exception exists where the background owner partner has notified the consortium before signing the GA that such access is restricted or will not be provided royalty-free.²²

Similarly, project partners must provide each other royalty-free access to any results needed to implement their respective tasks during the project. When it comes to exploiting results, the rules for access shift from royalty-free to "fair and reasonable conditions". Under these terms, partners must grant each other access to the results necessary to exploit their own outcomes. The same principle applies to the background needed for exploitation, although restrictions can be imposed if the owning partner has communicated them before joining the Agreement. Affiliated companies also have minimum access rights to results or background under the same conditions as the other affiliates²³.

¹⁷ Tapia, Dr. Claudia and Nestler, Peter Ericsson and Caspar, Anders, How to Achieve a Win-Win Situation in University-Industry Collaboration (April 30, 2019). Available at SSRN: <https://ssrn.com/abstract=3380455> or <http://dx.doi.org/10.2139/ssrn.3380455>.

¹⁸ Italian Supreme Court (*Corte di Cassazione*), judgment no. 4131 of 18 February 2025. The finding of the judgment stems from a doctrinal and jurisprudential debate which maintains that the exclusivity inherent in the patent right also affect the internal relationship between co-owners. According to this view, endorsed by the court ruling, the exclusive right granted to one subject logically implies the exclusion of others from the same use even among the co-owners themselves.

¹⁹ The Reporters, World University Ranking 2025: The Methodology, Time Higher Education, (October 2025, <<https://www.timeshighereducation.com/world-university-rankings/world-university-rankings-2025-methodology>>

²⁰ See. Section infra §1. European innovation Council: https://eic.cc.europa.eu/eic-funding-opportunities_en

²¹ Ibid.

²² Project partners have to warrant the ownership of their background IP.

²³ See art. 8 Model GA.

6. *Best practices in handling IP from project proposal to post-project*

As the previous sections show, an effective IP management within Horizon Europe projects requires a lifecycle approach that starts well before submission of the proposal and continues after the conclusion of the project.

In this regard, when jointly preparing a project proposal and before entering into a formal collaboration, potential partners need to exchange technical, scientific, and business information. This exchange is necessary to assess the feasibility, scope, and added value of the envisaged cooperation project.

This is why, in this exploratory phase, it is a good practice to sign a Non-Disclosure Agreement (NDA) or a Confidentiality Agreement. Such agreement provides a legal framework for sharing and using such information. Potential partners could also adopt a Memorandum of Understanding (MoU). MoUs establish the overall objectives of the collaboration and define the roles and respective commitments of the potential partners during the proposal and the project. To the extent possible, the MoU could also outline and reflect the general agreement on how IP will be handled for specific results. In this way, an MoU helps prevent misunderstandings and conflicts that could arise later. Moreover, whereas MoUs are typically non-binding, they may include specific binding provisions. In particular, it is important to include a clause that prevents the parties from submitting competing proposals for the same project concept during the joint evaluation.

In turn, having already outlined the basic terms of the collaboration and the IP management helps partners assess whether the default rules of the GA are adequate or whether they should adjust them through the Consortium Agreement (CA) or other specific contracts. In this sense, the CA is a contract that regulates internal relationships among partners in a more project-tailored manner. Its main function is to supplement the GA by specifying the binding rules governing how the consortium will operate and implement the project. Most importantly, through this tool, partners in a consortium might decide to further specify the IP provisions of the GA. Among them, they might include provisions covering ownership and joint ownership of results. They might also address the use of results, and decision-making processes, such as patent filing strategies or litigation management. Finally, they might set the procedures for the dissemination and publication of results. The DESCA model is the most widely used template, although consortia remain free to adapt it or adopt a different and tailor-made agreement.²⁴ Within the IP clauses to include in a CA, it is a good practice to identify pre-existing IP and consider third-party rights through a Freedom-to-Operate analysis. Accordingly, pre-existing IP from partners could be addressed in Material Transfer Agreements and in an annexed list of the background IP that each partner to the consortium brings to the project. For clarity, such a list should specify the conditions for access during and after the project.

During project implementation, IP management should remain dynamic. The reason is that as results emerge, partners may need to enter into additional agreements, such as separate joint ownership agreements. These agreements govern the protection, use, and cost-sharing of co-owned results in greater detail than foreseen in the GA or CA. After the completion of the project, several IP-related obligations still continue to apply. For instance, partners must maintain the confidentiality of information and documents identified as confidential during the project, typically for four years after the project ends, unless otherwise agreed. They are also required to actively pursue the exploitation of results for at least four years. This could be done by adopting measures that demonstrate proactive use in a broad sense. Examples include use through further research,

²⁴ European Commission, DESCA (Development of a Simplified Consortium Agreement) 2.0 Consortium Agreement (2024).

commercialisation, standardisation, or licensing. Dissemination obligations remain in force, subject to the protection of legitimate IP interests. Access rights to results generally remain available to partners for up to one year after project closure, unless different terms are agreed. Obligations related to the transfer of results also continue for four years.

7. Conclusion

Efficient intellectual assets management and IP valorisation are essential to accelerate the uptake of innovative solutions and to develop new technologies, products, and services to address the most pressing societal challenges.²⁵ Studies have shown that only a third of the inventions patented by universities and research organisations are commercially exploited.²⁶ Similarly, a recent report on EU competitiveness highlights the urgent need to scale innovations beyond the lab to close the innovation gap with the US and China.²⁷

Notably, Horizon Europe not only funds research but also provides instruments specifically designed to boost commercial outcomes (such as the EIC's accelerator program). As things stand, IP management is an important pillar of the success of the Horizon Europe funding programme. As this article has stressed, IP aspects should be considered from the earliest stage of the preparation of project proposals and carried through the long-term post-project exploitation. At the same time, IP within Horizon Europe should be approached as a strategic, continuous process, endorsed by well-designed contractual instruments.

In this way, EU-funded projects can bridge the so-called “valley of death”, the gap between research outputs and market uptake, an issue that is still affecting EU companies and, in particular, SMEs.²⁸

²⁵ European Commission, Commission Staff Working Document accompanying the Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions – “The EU Startup and Scaleup Strategy: Choose Europe to Start and Scale”, SWD(2025) 138 final, Brussels, 28 May 2025, accompanying COM(2025) 270 final.

²⁶ European Patent Office (EPO), Valorisation of scientific results: Patent commercialisation scoreboard: European universities and public research organisations (2020).

²⁷ European Commission. The Draghi report: A competitiveness strategy for Europe (Part A), (2024).

²⁸ European Commission, Commission Staff Working Document accompanying the Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions – “The EU Startup and Scaleup Strategy: Choose Europe to Start and Scale”, SWD(2025) 138 final, Brussels, 28 May 2025, accompanying COM(2025) 270 final. See also: European Economic Council and Social Committee, Can Europe's start-ups scale valley of death? (September 2025). Available at: <https://www.eesc.europa.eu/en/news-media/can-europes-start-ups-escape-valley-death>. Last accessed 16 December 2025.