



# IP Management Guide for Co-Creation in Societal Challenge Projects

Version 1.1 March 2026



Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or HADEA. Neither the European Union nor the granting authority can be held responsible for them.

**Outline and purpose of the document:** This *IP Management Guide for Co-Creation in Societal Challenge Projects* is part of the IMPAC3T-IP 'Co-creation / Societal Challenge' toolkit. It is designed to help project participants (public bodies, NGOs, community groups, volunteers, researchers, social enterprises, and SMEs) navigate the complexities of results ownership, access, and disclosure in co-creation projects. It provides a practical and accessible framework to understand, manage, and leverage intellectual property rights (IPR) and intangible assets, enabling teams to confidently enter into publishing, sharing, and licensing agreements. By considering ownership, equitable access, benefit-sharing, confidentiality, and sustainability, the guide supports teams in maximizing social impact while ensuring compliance with legal and ethical standards.

**Target readership:** Project leads and coordinators in societal challenge initiatives, community and charity partners, municipal and public sector stakeholders, researchers, Technology Transfer Offices (TTO) and SMEs involved in creating, disseminating or managing co-creation outputs. Outputs may be toolkits, training materials, datasets, software, designs, brand identities or reports.

**Level:** This guide assumes a basic understanding of co-creation or societal challenge projects, but no prior expertise in IPR. However, those new to IP management are advised to consult legal professionals to ensure compliance with applicable laws, funder requirements and institutional policies.

**Focus:** To provide clear guidance on contribution and copyright ownership, background and foreground assets, access rights and benefit-sharing, information disclosure, and fit-for-purpose licensing (e.g., Creative Commons for content, open-source for software, and other template data-sharing agreements). The guide addresses unique challenges in multi-stakeholder projects, such as diverse participant roles, community IP, translations and derivatives, open access, sustainability, and GDPR-aligned data governance.

**Scope:** To clarify complex legal and procedural concepts in a practical and accessible way, recognizing that many users may be unfamiliar with IP and data frameworks. The guide offers processes, checklists and decision points, covering planning through to licensing and exploitation.

**Disclaimer:** This guide reflects the authors' best understanding of issues that may arise in managing IP in co-creation projects at the time of writing. As the field continues to evolve, it should be used only as general guidance and not as a substitute for professional legal, IP, or data-protection advice. The authors, IMPAC3T-IP, and project partners accept no responsibility for outcomes arising from its use.

<b>Authors / Contact</b>	
Lead	Natalia Zhuravleva, University College Dublin, Ireland
Contributions by	NovaUCD, University College Dublin, Ireland
Contact	<a href="mailto:info@impac3tip.eu">info@impac3tip.eu</a>

**Acknowledgement:** Producing this guide drew on foundations presented by the report "Intellectual Property Rights for clusters NCE and Arena"<sup>1</sup>, a practical IP guide for innovation clusters by "Innovasjon Norge", and also materials from the Emilia-Romagna Cluster Association (Clust-ER, [create.clust-er.it](http://create.clust-er.it)) and the Emilia-Romagna Regional Innovation Agency (ART-ER, [art-er.it](http://art-er.it)). The IMPAC3T-IP project is therefore grateful these organisations for their support and permission to adapt and revise materials for application in co-creation projects.

<sup>1</sup> <https://distriktssenteret.no/wp-content/uploads/2013/04/ipr-innovasjon-norge.pdf>

## Table of Contents

<b>Acronyms .....</b>	<b>1</b>
<b>1. Introduction .....</b>	<b>2</b>
<b>1.1. Key Definitions</b>	<b>2</b>
<b>2. Co-creation IP Policy – Where to start.....</b>	<b>4</b>
<b>2.1. Why have a Policy?</b>	<b>4</b>
<b>2.2. Co-Creation IP Policy Scope</b>	<b>4</b>
<b>2.3. Pre-conditions to developing an IP Policy</b>	<b>4</b>
<b>2.4. Questions to ask</b>	<b>6</b>
<b>2.5. Small Teams</b>	<b>6</b>
<b>3. Co-Creation IP Policy Development.....</b>	<b>7</b>
<b>3.1. Phase 1 - Preparation</b>	<b>7</b>
<b>3.2. Phase 2 - Survey</b>	<b>7</b>
<b>3.3. Phase 3 - Workshop</b>	<b>7</b>
<b>3.4. Phase 4 - Recommendations</b>	<b>8</b>
<b>3.5. Phase 5 - Implementation and Review</b>	<b>8</b>
<b>4. Contracts &amp; Agreements.....</b>	<b>10</b>
<b>4.1. Confidentiality Agreements</b>	<b>10</b>
<b>4.2. Institutional Agreement</b>	<b>10</b>
<b>4.3. Partnership Agreements</b>	<b>10</b>
<b>4.4. Community and Individual Participation Agreements</b>	<b>11</b>
<b>4.5. Public-Private Collaboration Agreements</b>	<b>11</b>
<b>5. Co-creation Projects Intellectual Property .....</b>	<b>12</b>
<b>5.1. Background Intangible Assets</b>	<b>12</b>
<b>5.2. Foreground Intangible Assets</b>	<b>13</b>
<b>5.3. Collective marks (Trademarks) and Community Branding</b>	<b>14</b>
<b>5.4. Copyright</b>	<b>14</b>
<b>5.5. Domain Names and Digital Presence</b>	<b>14</b>

5.6.	Exploitation Policies for Collective Rights	14
5.7.	Proper Markings and Attribution	15
5.8.	Patent Pooling	15
6.	Data Protection and Privacy .....	16
6.1.	Compliance Checklist	16
Annex I: Links .....		17
Annex II. Licensing Strategy Basics .....		19
Annex III: Sample Clauses .....		20

# Acronyms

Acronym	Definition
AGA	Annotated Grant Agreement
AI	Artificial Intelligence.
ART-ER	Innovation and technology transfer consortium in Emilia-Romagna (Italy).
B2B	Business-to-business.
B2G	Business-to-government.
BY	“Attribution” element in Creative Commons licences (credit must be given).
BY-SA	Creative Commons Attribution-ShareAlike licence.
CC	Creative Commons (organisation and licence family).
CC0	Creative Commons Zero (public-domain dedication tool).
CCI	Cultural and Creative Industries.
CLA	Contributor License Agreement
DESCA	DESCA Model Consortium Agreement
DPIA	Data Protection Impact Assessment
DSM	Digital Single Market; may refer to EU “DSM Copyright Directive” (Directive 2019/790).
EC	European Commission
ER	Emilia-Romagna (Italian region).
ERA-LEARN	Portal supporting European Partnerships (guidance, tools, and information).
EU	European Union
EUPL	European Union Public Licence (EU open-source licence).
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679).
GPL	GNU General Public License
HIV	Human Immunodeficiency Virus.
IA	Intangible Assets
IP	Intellectual Property.
IPO	Intellectual Property Office
IPR	Intellectual Property Rights
MIT	MIT License (permissive open-source licence).
MPP	Medicines Patent Pool
NCE	Non-Commercial Entity
NGO	Non-Governmental Organisation
OECD	Organisation for Economic Co-operation and Development.
OS	Open Source
PPI	Patient and Public Involvement.
RPO	Research Performing Organisation
SME	Small and Medium-sized Enterprise
SPDX	Standard for software licence identifiers and related metadata
TTO	Technology Transfer Office
WIPO	World Intellectual Property Organization

# 1. Introduction

Co-creation is a collaborative approach to solving problems and innovating, where diverse stakeholders (researchers, representatives of private and public organizations, end users, etc.) actively work together to create value. Co-creation helps reduce the risk of producing irrelevant results and increases the chance that outcomes are meaningful and usable. At the same time, the diversity of motivations, expectations, and backgrounds of the co-creation project participants requires specific attention to thinking through the details of the process (including the creation of trust) and ownership of the project results.

Co-creation initiatives addressing societal challenges typically unite public bodies, non-profit organizations, academic institutions, citizen groups, social enterprises, volunteers and individual experts into a collaborative project team. Unlike commercial partnerships targeting profit, these projects prioritize social impact while seeking pathways for sustainable exploitation. While societal challenges may appear in any sector, typical project domains include health, education, environmental sustainability, social inclusion and poverty reduction and cultural and creative industries (CCI).

In this guide, “societal challenge co-creation projects” is used as a general description of projects that may include diverse initiatives such as:

- local or regional projects addressing transport, pollution, energy or water management;
- health and welfare projects involving public patient involvement (PPI) or community co-design of services;
- education and youth projects co-developing curricula, tools or interventions, involving teachers, students and families;
- environmental and climate initiatives co-designed with citizens and NGOs;
- CCI projects where artists, communities and public bodies jointly create and share cultural assets.

Participant contributions to such projects vary greatly in nature, and the subjective value of the contributions of some individual participants may be very high. Participants have varying motivations, technical capabilities, and legal constraints. Intellectual property (IP) issues must therefore be addressed clearly from the initial stages to ensure smooth development, reduction of conflict and increase the likelihood of project resilience and sustainable impact. Management of IP needs to balance social impact, fair recognition of contributors and long-term sustainability.

This guide offers a practical framework for developing project IP policies that tailored to these complex project environments, drawing on best-practice and referencing European and worldwide IP-related portals, a useful source of additional information.

The guide can be used both when conceptualising new projects, assessing funding opportunities and when managing individual existing projects or portfolios. It may be referenced by national and regional organizations who provide funding for co-creation projects aimed at addressing societal challenges.

## 1.1. Key Definitions

- **Background IP / IA** – pre-existing intangible assets that a participant brings into the project.
- **Commercial License** – a legal agreement for IP intended to be sold or licensed for profit
- **Creative Commons License (CC)** – a family of content licenses, defining a standard way to grant public permission to use creative work under copyright law.
- **Foreground IP / IA** – intangible assets generated during the project.

- **Intangible Asset (IA)** – any knowledge or creative output that carries value, whether or not it is formally protected, as well as other non-physical economic value assets, such as goodwill, brand recognition, and customer information.
- **Intellectual Property (IP)** – the subset of intangible assets that qualify for legal protection. In other words, IP refers to results of intellectual activity that meet the criteria for protection under intellectual property laws (e.g., a novel technical solution, a completed literary work, a distinctive brand name).
- **Intellectual Property Rights (IPR)** – the legal rights that protect intellectual property. These include patents, copyrights, trademarks, design rights, and trade secrets, among others. Having IP does not automatically mean holding IPR. For example, a new technical idea may constitute IP, but it only becomes legally protected once a patent is granted.
- **Open-Source License (OS)** – an Open-Source Initiative approved license granting freedom to use, study, modify and distribute.
- **Volunteer Contribution** – any unpaid contribution licensed to the consortium via a Contributor License Agreement (CLA).

A note about IA, IP and IPR: in simple terms, **intangible assets** are the broad family of “ideas and relationships”, **intellectual property** is the part of that family that qualifies for legal protection, and **intellectual property rights** are the legal tools that actually protect specific IP. For example, a co-created teaching method developed by a community group is an intangible asset; once the method is written up as a curriculum or manual it becomes IP; if the team then registers a trademark for the name or applies a copyright license to the materials, they are using IPR to protect and share that IP.

## 2. Co-creation IP Policy – Where to start

### 2.1. Why have a Policy?

A co-creation IP Policy is a statement of how an initiative plans to deal with issues regarding participation, cooperation, confidentiality, knowledge sharing, result exploitation, and ownership of individual and collective IP, among other aspects. While IP may be generally handled by individual organisations, it is important that all co-creation initiatives go through the process of creating their own IP Policy before the activity starts to generate IA.

The aim of the co-creation IP Policy is to define how diverse stakeholders will manage IPR, balancing societal impact objectives with project resilience. It serves three fundamental goals: **building trust** through explicit rights and obligations, **protecting contributors** and beneficiaries against IP misuse, and enabling **ethical commercialization** without undermining social mission.

It can contribute to (1) building trust among diverse stakeholders, both during development and exploitation phases, (2) preventing difficult discussions around ownership issues, (3) reducing risk in commercialization while (4) maintaining focus on societal impact.

In societal challenge projects, management of IP and other IA is not only about generating financial returns. IP Policy must shape who is allowed to use co-created solutions, on what terms, and for how long. A clear IP Policy can, for example, ensure that a city's co-created mobility solution remains affordable for residents, that a community-developed mental health toolkit can be translated and adapted in other regions, or that open-source software developed with public funds remains accessible while still allowing a social enterprise to build a sustainable service around it.

### 2.2. Co-Creation IP Policy Scope

IP can be understood as comprising three categories of intellectual capital: **human capital** (knowledge that contributors bring), **structural capital** (what remains documented in the project), and **relational capital** (external relationships and networks). More specifically, this includes knowledge, know-how, competencies, skills, experience, patents, trademarks, designs, copyright, trade secrets, licenses, databases, software, publications, collaborations, partnerships, networks, and brand recognition.

An IP policy applies to all project-generated IP, including software, datasets, service concepts, curricula, designs, and research papers, plus any background IP that partners contribute.

### 2.3. Pre-conditions to developing an IP Policy

Before starting with a co-creation IP Policy, several foundational elements must be established to ensure successful outcomes across the diverse stakeholder groups.

Note that it is recommended to have the co-creation IP Policy Development as a distinct task in the project's schedule, and to make sure that sufficient budget is allocated for this activity. If a project Proposal or Project Investment Plan exists, this is the best place for the task.

**Leadership:** The IP Leader role for developing and maintaining the IP Policy should be established, even for co-creation projects without formal leadership. It could be fulfilled by the project lead, sponsor, financial manager, commercialization partner, an educational/municipal government organization, or a well-structured non-commercial organization (NCO). In many cases it would be the who leading Research Performing Organization (RPO).

**Formal Decision and Communication:** The decision to prepare the IP policy should be taken formally by the project leadership and communicated to all participants, with realistic expectations about the policy's scope and application. Individual participants should be invited to take an active part in the discussion when possible, and while not all participants may contribute directly to policy development, everyone should be informed of progress and outcomes. For participants who join the project after the policy is established, clear communication should be provided regarding previously made decisions.

**Stakeholder Commitment:** Ensuring individual and organizational support for IP Policy implementation requires making participation in its development as convenient as possible. Consider combining policy development activities with other planned events, and clearly communicating benefits to different stakeholder categories.

**Strategic Alignment:** The project's overall societal impact strategy should be established before IP Policy development begins. This provides essential context for evaluating different IP approaches against strategic objectives.

**IP Literacy Development:** Participants should have a basic understanding of IP concepts and their importance for societal challenge projects. Knowledge-building activities may be necessary, particularly for community organizations and individual contributors who may lack formal IP experience.

**Organizational IP Awareness:** While not all participants need formal IP strategies, IP issues should have been discussed at appropriate leadership levels within participating organizations. This ensures informed participation in IP Policy development.

**Resource Allocation:** A specific person or group of people should be chosen to work with IP issues as IP Policy coordinator(s). Adequate time must be allocated for coordinators, the project leader and key participants to engage meaningfully in the policy development process. This includes preparation time, workshop participation, and ongoing implementation responsibilities.

**Project Lead (Coordinator) IP Role Definition:** Clarify the project lead's role IP management - whether providing active advice and support, relying primarily on external expertise, or using a combined approach. If project leads will provide IP guidance, specify which areas they will address. As for the IP Policy leader above, the project lead is often an RPO, because they manage most of the project's funds. Funding organizations may impose policy requirements via the project lead.

**External Expert Involvement:** Engaging external experts familiar with multi-stakeholder IP management is recommended when possible. Experts could be involved from project initiation to aid preparation, workshop moderation, and support results documentation. If funds for external experts are not available, Knowledge Transfer and TTO staff from RPOs, or legal specialists from the sponsor might be used for support.

**Community Engagement Protocols:** For projects involving community engagement, it is important to establish specific methods to collect their input and ensure their voice is included in IP decisions regardless of their formal level of project participation.

In policy development, use stakeholder diversity mapping to understand participant motivations and constraints. For example, public bodies operate under transparency requirements, non-profits focus on mission delivery, social enterprises seek sustainable revenue, and individual citizens contribute local knowledge without organizational legal support.

**Key Takeaways:** Societal impact objectives must be clearly defined as the primary evaluation criteria for IP decisions, through a co-creation IP Policy. All project participants should be aware that effective impact may require commercialization activities to achieve sustainability. Accessibility must be agreed by policy to ensure project outputs remain available to intended beneficiaries, regardless of commercialization constraints.

## 2.4. Questions to ask

- What assets are we dealing with?
- Are we going to license them to any third parties or only to the project participants?
- Does the product make sense without third-party IP? Do we understand the third-party and background IA restrictions?
- What is the purpose of licensing assets (e.g. societal impact, revenue generation, prevention of IP leakage, meeting funder requirements, prevention of reputational risks, prevention of potential harm by misuse)?
- What are the target markets?
- What risks might there be associated with licensing the assets?
- What are the key licensing terms restrictions?

## 2.5. Small Teams

For **very small or time-constrained teams** pursuing co-creation, it may be necessary to start with a “minimum viable” IP Policy: one short policy document, one person acting as IP coordinator, and one simple participation agreement. The more advanced tools described in this guideline (e.g. detailed surveys, multiple agreements, complex branding policies) can then be phased in if project scale and risks justify the additional effort.

# 3. Co-Creation IP Policy Development

## 3.1. Phase 1 - Preparation

The IP Lead creates the IA registers and starts multi-stakeholder mapping to identify all project participants and indirect beneficiaries and affected communities whose interests shape IP management decisions.

A detailed survey should be prepared to gain an understanding of the level of IP awareness of the participants, find out their motivations to participate in the project and shed light on their expectations regarding IP management, including issues they expect and preferences for balancing openness with protection. It is recommended to use an IP expert to produce this survey. IP expertise for co-creation requires familiarity with Creative Commons licensing, open-source development, GDPR requirements, and EU regulatory frameworks governing publicly funded research.

If the project engages populations lacking technical IP knowledge but whose interests are directly affected by project outcomes, it may be advisable to plan wider community consultation to gather their input, which will involve community meetings with citizen groups and policy makers.

## 3.2. Phase 2 - Survey

All project participants and external stakeholders should be invited and encouraged to respond to the survey and/or community consultation exercise.

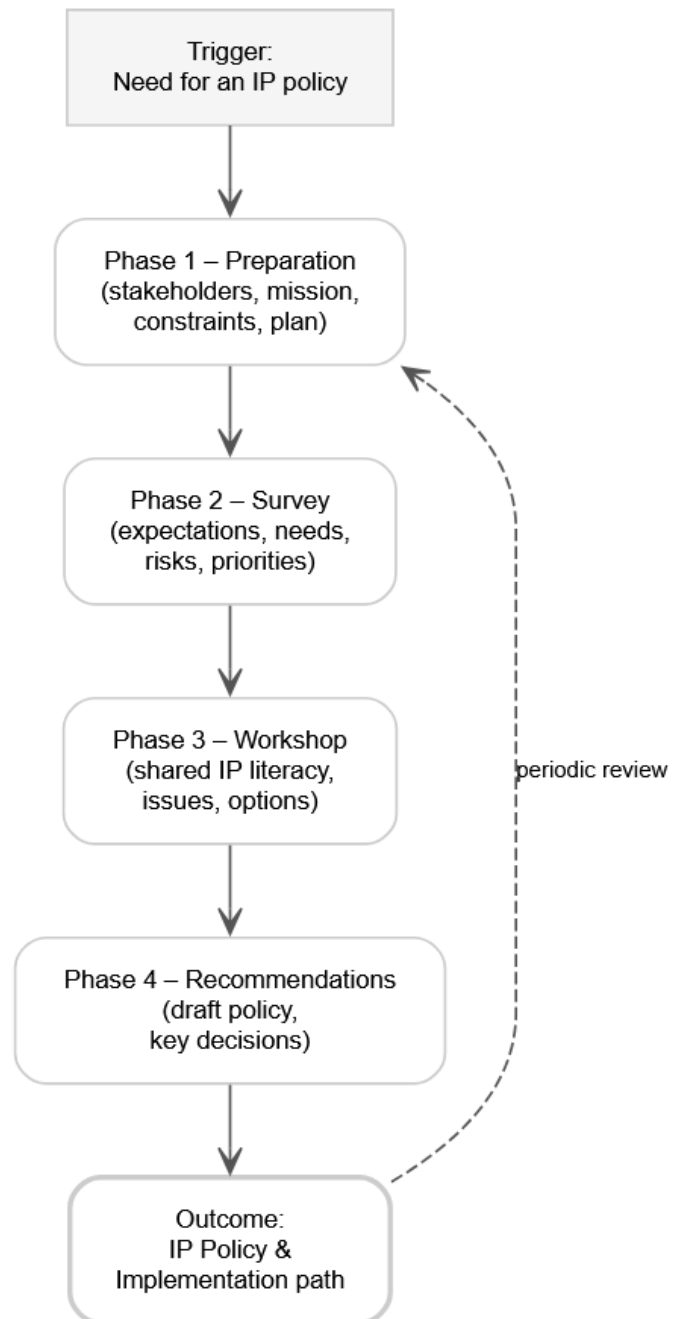
## 3.3. Phase 3 - Workshop

The main objectives of the workshop phase are:

- to increase participants' IP literacy, and to indicate possible challenges and decision points in the project related to IP in order to create common understanding for further discussion;
- to share aspects of IP management important to stakeholders (if such aspects are identified as a result of the survey);
- to discuss the issues arising, and develop a consensus opinion.

IP literacy materials should be provided for all project participants before the workshop.

*Suggested Workshop Agenda:*



## Introduction

- Workshop process and expected outputs
- Alignment with societal impact objectives

## IP Management Overview

- IP literacy and basics of IP management
- How to manage IP with diverse partners (ways to determine background IP, forms of ownership, legal frameworks, community contributor agreements, external consultant contracts, protection of confidential information while maintaining transparency, employee and volunteer contribution protocols, patents pooling, joint licensing)
- Risk management and conflict resolution

## Survey results and project specific issues

- What IP could result from the project
- Participants expectations
- Identification of main issues for co-creation IP Policy development
- Ways to consider external stakeholders expectations
- Strategic considerations (IP management costs, options, what to protect vs. what to share)

## Forms of collective IP

- Collective trademarks and community branding
- Domain names and digital presence management
- Copyright policies for educational and promotional materials
- Exploitation and user policies for collective rights
- Proper IP markings and attribution

## Conclusions & Recommendations

- Co-creation IP Policy framework consensus building
- Implementation pathway agreement
- Community benefit requirements establishment

## 3.4. Phase 4 - Recommendations

A draft IP management strategy document should be put together and circulated to all participants, allowing feedback for consideration by the IP Lead. The final co-creation IP Policy will be prepared from this strategy.

## 3.5. Phase 5 - Implementation and Review

An IP Policy only has value if it is implemented and regularly revisited. After the policy has been agreed:

- Communicate clearly: share a short, user-friendly summary of the policy with all participants, including late-joining volunteers and community stakeholders;
- Integrate into routines: link IP Policy to other core processes (e.g. employee/partner/participant onboarding checklists, data-management plans, publication approval procedures, procurement rules);
- Assign responsibilities: identify who is responsible for day-to-day IP queries, who approves agreements, and who updates the Background and Foreground IA registers;

- Monitor and adjust: schedule light-touch reviews (for example biannually or at key project milestones) to check whether the policy still fits the project's societal impact objectives and practical constraints;
- Document deviations: if exceptions are necessary (e.g. granting a special license to a strategic partner), record them and explain why they are justified and compatible with the overall mission.

For small teams, the implementation and review cycle can be kept intentionally simple (e.g. a coordinator, a shared IA register and one guidance note), if it is clear and applied consistently.

## 4. Contracts & Agreements

Agreements must balance transparency with legitimate confidentiality needs. Such agreements should respect the project objectives and exploitation constraints while enabling effective collaboration. Commonly used agreements for consideration in co-creation are listed in this section.

### At a glance – which agreements to prioritise?

- Confidentiality agreements: set basic expectations on what can and cannot be shared outside the project
- Partnership agreements: define how organisations (universities, NGOs, public bodies, companies) participate, contribute and share benefits
- Community and individual participation agreements: cover contributions from volunteers, community members, patients, students and consultants
- Public-private collaboration agreements: address issues of state-aid, transparency and public-interest conditions when public funds are combined with private partners

For small projects, a “minimum package” can consist of a single, straightforward agreement that includes confidentiality, contribution and basic IP management clauses.

### 4.1. Confidentiality Agreements

It is recommended that confidentiality agreements be signed by all the project participants either as a separate standalone document or as part of other agreements mentioned below.

### 4.2. Institutional Agreement

An institutional agreement for a project is a formal, legally binding document that outlines the terms of a collaborative project between two or more institutions, such as a funding agency grant agreement. It details the project's scope, budget, rights, and obligations, ensuring clarity and compliance for all parties involved.

### 4.3. Partnership Agreements

It may be necessary to execute a separate agreement between participants to ensure compliance with the funding body's terms, and/or to define interactions within the collaborative activities with respect to the project's strategic objectives.

Co-creation project might further require specific agreements that reflect their features and nature of the participants. For example, an NGO may have charitable status protection and donor restriction considerations to ensure participation doesn't compromise organizational integrity. RPOs require academic freedom, publication rights, and student contribution protocols to be respected, while maintaining effective project collaboration.

Agreements should also cover anticipated revenue sharing scenarios, which for societal challenge projects might involve reinvestment in related initiatives rather than direct financial returns. Commercial agreements must ensure alignment with the project's social mission. Agreements with private sector entities should include provisions requiring mission verification, measurable social impact targets, and clear commitments to community benefit sharing.

See also the EU Guide on Socially Responsible Public Procurement<sup>2</sup>.

## 4.4. Community and Individual Participation Agreements

A co-creation project should ensure that it manages rights to all relevant work performed by contributors, volunteers, and consultants. The following protocols and agreements can be used to prevent the issues relating to rights from arising.

- Contributor License Agreements (CLAs): Used when individuals or organizations contribute content (e.g. text, code, designs). CLAs<sup>3</sup> confirm that contributors own their input, grant permission to use it, and accept basic legal terms. These agreements are short, written in plain language, and protect both the contributor and the project<sup>4</sup>.
- Employee and Volunteer Contribution Protocols: These protocols clarify who owns the work, ensure contributors are properly acknowledged, and allow the project to use the results. They should account for different employment types and legal statuses. See Creative Commons Guidelines for Volunteers<sup>5</sup> and WIPO: IP in Volunteer-Based Innovation<sup>6</sup>.
- External Consultant Agreements: When hiring consultants, agreements should make sure the project can use the work they produce, while respecting any existing rights the consultant may hold. It's important to specify what IP is transferred or licensed to the project. See WIPO Model IP Clauses – Consultants<sup>7</sup> and EU IP Helpdesk: Managing Consultants' IP<sup>8</sup>.

## 4.5. Public-Private Collaboration Agreements

Using public funds requires further specific considerations:

**State aid compliance** is required in the EU when public funding is received. Projects must demonstrate clear public benefit, avoid unlawful subsidies to private entities, and implement regular monitoring to ensure continued alignment with public interest objectives. Detailed rules and examples are provided by the European Commission's guidance on state aid<sup>9</sup>.

**Government stakeholders** operate under strict transparency obligations and public accountability standards that affect how they can participate in IP arrangements. Municipal engagement agreements should address public procurement rules, access to public records, and restrictions on exclusive licensing of publicly funded outcomes. Useful guidance is available in the OECD Guidelines on Public Sector Innovation<sup>10</sup>.

---

<sup>2</sup> [https://single-market-economy.ec.europa.eu/single-market/public-procurement/strategic-procurement/socially-responsible-public-procurement\\_en](https://single-market-economy.ec.europa.eu/single-market/public-procurement/strategic-procurement/socially-responsible-public-procurement_en)

<sup>3</sup> <https://opensource.guide/legal/#contributor-license-agreements>

<sup>4</sup> <https://cla.opensource.microsoft.com/>

<sup>5</sup> <https://creativecommons.org/about/ccvolunteers/>

<sup>6</sup> [https://www.wipo.int/wipo\\_magazine/en/2019/06/article\\_0005.html](https://www.wipo.int/wipo_magazine/en/2019/06/article_0005.html)

<sup>7</sup> [https://www.wipo.int/sme/en/documents/ip\\_contracts.htm](https://www.wipo.int/sme/en/documents/ip_contracts.htm)

<sup>8</sup> [https://intellectual-property-helpdesk.ec.europa.eu/news-events/news/ip-considerations-collaborating-external-contractors-2022-05-17\\_en](https://intellectual-property-helpdesk.ec.europa.eu/news-events/news/ip-considerations-collaborating-external-contractors-2022-05-17_en)

<sup>9</sup> [https://competition-policy.ec.europa.eu/state-aid\\_en](https://competition-policy.ec.europa.eu/state-aid_en)

<sup>10</sup> <https://www.oecd.org/gov/innovative-government/innovation-skills.htm>

# 5. Co-creation Projects Intellectual Property

At a glance – main IP building blocks for a co-creation project

- Background IA/IP: what partners bring to the project (existing data, tools, brands, know-how).
- Foreground IA/IP: what is created during the project (new datasets, methods, software, materials)
- Collective trademarks and community branding: how the project name and visual identity can be used by partners and communities.
- Copyright and digital presence: how content, websites, and online platforms are protected and shared.
- Exploitation and collective rights: how community access and commercial use can coexist over time.

The following subsections explain each of these areas in more detail and suggest practical clauses and processes.

## 5.1. Background Intangible Assets

Co-creation projects are often based on the pre-existing knowledge of participants. These pre-existing assets are referred to as background intangible assets (Background IA) or background intellectual property (Background IP).

Background IP means any knowledge, information, data, software, designs, trademarks, know-how, materials, or other assets owned or controlled by a participant that exist before the project starts, or are developed independently outside of the project scope and introduced mid-project.

In societal challenge projects this typically includes prior datasets and surveys, municipal or NGO reports, educational materials, brand names and logos of associations, software modules, policy templates, training videos, photos, and community-developed methods or guidelines.

Background IA has a somewhat wider definition and can also refer to such non-physical assets as goodwill, brand recognition and customer information.

Transparent handling of background IP / IA makes any later licensing activities, commercialization, or scaling smoother while respecting social and ethical confines. Unless otherwise agreed (e.g., via access rights or assignment under a partnership agreement), background IP / IA stays with its original owner or owners. Sharing it with other participants does not transfer ownership or create joint ownership.

Before activities begin, create a “Background IA/ IP Register” shared with the project team. For each item, record:

- name and short description,
- who owns or controls it,
- what form of IA applies,
- restrictions such as third-party rights, prior licenses, funder obligations, or GDPR/data-protection limits,
- scope of access during the project,
- conditions for access after the project,
- whether it is confidential and what safeguards apply.

The list should be kept up to date. Where background IP includes third-party elements (licensed datasets, stock images, open-source modules), this should be disclosed, and all necessary additional permissions arranged.

Access to background IA / IP for the implementation of the project activities is usually provided on a non-exclusive, royalty-free basis for the duration of the project, provided that such access is necessary to achieve collaboration objectives. Access to background IA / IP if needed to exploit results outside of the project is to be negotiated separately. Such negotiations must be conducted in good faith and on fair, reasonable, and non-discriminatory terms. Any access rights granted are specific to the receiving participant and may not be transferred or sublicensed to third parties.

If the project generates improvements to background IA / IP such as updates to a dataset, fixes to pre-existing code, or refinements of community-developed tools, the participants may decide whether those improvements belong to the background owner or become project results, and record this in writing. The feasibility of separating the improvement from the background will be a key factor in the decision.

## 5.2. Foreground Intangible Assets

Foreground intangible assets (Foreground IA) are all outputs created during the project - such as Foreground intellectual property (Foreground IP) including inventions, designs, data, software, reports, and processes, or other non-physical assets.

The ownership of Foreground IA normally automatically belongs to the participant who created them unless otherwise agreed e.g. via a partnership agreement. Participants are typically obliged to inform each other if Foreground IA appears protectable (e.g. via a patent). If the owner does not wish or is not able to proceed with protection, others may take over responsibility.

If Foreground IA are produced jointly and cannot be separated, they are normally co-owned, typically in equal shares unless different levels of contribution can be demonstrated. Joint ownership should be regulated through a separate agreement that defines shares, costs of protection, and exploitation of terms. Under Horizon Europe, if co-owners do not agree otherwise, each may grant non-exclusive licenses to third parties, giving advance notice and fair and reasonable compensation<sup>11,12</sup>. Parties share use and benefits by contract (licenses, agreements with access-rights clauses) while legal title may remain with one owner (see also: European IP Helpdesk factsheet “Joint Ownership” and Guide to IP Management in Horizon Europe<sup>13</sup> for practical drafting tips and examples).

Standard partnership agreements (e.g., DESCA<sup>14</sup> for Horizon Europe) provide clause options for access, licensing and benefit-sharing without creating joint ownership. These might be of use in co-creation societal projects on other funded programmes. For some community-driven co-creation projects, it could be relevant to consult WIPO guidance on Traditional Knowledge<sup>15</sup> to avoid issues associated with culture-sensitive knowledge.

In co-creation, societal challenge projects, access to Foreground IA to continue co-creation activities should be provided free of charge, limited solely to what is required. For exploitation beyond the project, access can be negotiated on fair and non-discriminatory terms, usually through license or assignment by agreement.

---

<sup>11</sup> [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/agr-contr/unit-mga\\_he\\_v1.1\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/agr-contr/unit-mga_he_v1.1_en.pdf)

<sup>12</sup> <https://intellectual-property-helpdesk.ec.europa.eu/system/files/2023-03/Your%20Guide%20to%20Intellectual%20Property%20Management%20in%20Horizon%20Europe.pdf>

<sup>13</sup> [https://intellectual-property-helpdesk.ec.europa.eu/publications/joint-ownership\\_en](https://intellectual-property-helpdesk.ec.europa.eu/publications/joint-ownership_en)

<sup>14</sup> [desca-agreement.eu](https://desca-agreement.eu)

<sup>15</sup> <https://www.wipo.int/en/web/traditional-knowledge>

Universities and research organizations are typically allowed to use Foreground IA free of charge for internal research and teaching, provided confidentiality and protection are not compromised. For academic publishing, each participant may share Foreground IA they solely own, though they may have to respect timelines imposed by Partnership Agreements to allow protection of IP by others so as not to negatively affect commercial exploitation. In the case of jointly owned Foreground IA, publication should be agreed in advance, ensuring protection is not undermined, and contributions are properly acknowledged.

For participants pursuing commercialization, ensure you have sufficient rights to control the Foreground IP in the Partnership Agreement.

### 5.3. Collective marks (Trademarks) and Community Branding

Collective marks can be powerful tools for societal challenge projects, enabling community recognition and trust-building. Societal challenge projects should consider developing collective marks that help establish identity while still allowing community members and participants to publicize their individual involvement.

The IP Policy should document guidelines for the adoption and use of names, logos, and branding on publications, websites, products, services, and community outreach materials. Proper procedures ensure that collective branding serves community benefit while maintaining quality standards and mission alignment.

### 5.4. Copyright

Copyright automatically applies to all generated project materials, including educational content, websites, promotional materials, audio, and video resources. Projects should establish clear policies for approvals, attribution, and copyright notices on published works.

Key considerations include obtaining written permission from contributors for articles, images, videos, and software publications, securing approval from individuals whose images are used, and implementing Creative Commons licensing strategies that balance community access with creator recognition.

### 5.5. Domain Names and Digital Presence

Domain name registration and ownership require clear policies, particularly for community websites and digital platforms. Consider whether addresses should be registered at the project level and establish ownership structures that ensure continued access beyond the project's funded term.

Maintenance responsibilities and transition procedures should address long-term sustainability, including transfer to community organizations or steward entities when appropriate.

### 5.6. Exploitation Policies for Collective Rights

The project should establish policies for how community members can use collective rights and how these rights may be exploited over time. Guaranteed community access ensures commercialization does not undermine societal benefit.

Licensing policies might include a mix of use of Creative Commons<sup>16</sup> for educational materials, community-friendly terms for local organizations, and commercial licensing for enterprises. Revenue reinvestment obligations can direct commercial proceeds toward sustainability and impact expansion.

## 5.7. Proper Markings and Attribution

Appropriate markings for collective rights should be applied consistently: “®” for registered trademarks, “™” for unregistered trademarks, “©” for copyright, and Creative Commons symbols<sup>17</sup> for open-licensed content. Attribution systems should recognize individual contributions while maintaining collective project identity.

Clear attribution guidelines ensure community contributors receive appropriate recognition while enabling efficient content reuse and adaptation for different audiences and purposes.

## 5.8. Patent Pooling

A patent pool is an agreement where multiple patent holders license their patents through a single agreement. Patent pooling for societal impact enables stakeholders to gain access to essential technologies through a simplified, unified licensing arrangement instead of entering multiple individual negotiations. This model reduces transaction costs, increases freedom to operate, and enhances access to important innovations.

All patent holders agree to group their patents and offer them as a single package. Some pools use a professional manager to handle administration, while others are managed collectively by the patent owners. A royalty is collected from licensees and then distributed among the patent holders in the pool.

There are well-documented examples of successful implementation:

- Medicines Patent Pool (MPP), established in 2010 by Unitaid<sup>18</sup>, negotiates licenses with patent holders and issues sublicenses to generic manufacturers, thereby increasing availability of affordable HIV, hepatitis C, and tuberculosis medicines in low- and middle-income countries;
- EcoPatent Commons<sup>19</sup>, an initiative in which organizations like IBM, Nokia, Sony, and Pitney Bowes shared patents freely for environmentally sustainable uses.

---

<sup>16</sup> <https://creativecommons.org/share-your-work/cclicenses/>

<sup>17</sup> <https://library.mit.edu.au/copyright/creativecommons/>

<sup>18</sup> <https://unitaid.org/project/medicines-patent-pool/>

<sup>19</sup> [https://www.un.org/esa/sustdev/sdissues/energy/op/beijing\\_hlccc\\_nov08/EcoPatentCommons-China\\_P.Reuchlin.pdf](https://www.un.org/esa/sustdev/sdissues/energy/op/beijing_hlccc_nov08/EcoPatentCommons-China_P.Reuchlin.pdf)

## 6. Data Protection and Privacy

GDPR compliance requires clear technical role assignments, Data Controller and Data Processor, needing special attention for community organizations lacking technical capacity. Privacy-by-design principles are best integrated into system design, rather than attempting to add privacy measures later on. Data Protection Impact Assessments will include community consultation, ensuring affected populations understand proposed data use.

Using and developing AI systems requires compliance with the EU AI Act<sup>20</sup>, through risk classification and appropriate governance measures. Community involvement in AI development should help automated decision-making to serve, rather than undermine, societal challenge projects.

### 6.1. Compliance Checklist

Any Data Protection policy must align with

- The Institutional and Partnership Agreements
- Open Data Directive and its High-Value Datasets Implementing Act
- DSM Copyright Directive's with text-and-data-mining exceptions
- GDPR and Data Governance Act
- EU AI Act

---

<sup>20</sup> <https://eur-lex.europa.eu/eli/reg/2024/1689/oj/eng>

## Annex I: Links

<b>Emilia-Romagna Cluster Association (Clust-ER)</b>	<a href="https://create.clust-er.it">create.clust-er.it</a>
<b>Emilia-Romagna Regional Innovation Agency (ART-ER)</b>	<a href="https://art-er.it">art-er.it</a>
<b>Project report Intellectual Property Rights for clusters NCE and Arena</b> – practical IP guide for clusters	<a href="https://distriktssenteret.no/wp-content/uploads/2013/04/ipr-innovasjon-norge.pdf">https://distriktssenteret.no/wp-content/uploads/2013/04/ipr-innovasjon-norge.pdf</a>
<b>Your Guide to Intellectual Property Management in Horizon Europe (EU IP Helpdesk)</b> - practical IP playbook for collaborative Horizon Europe projects	<a href="https://intellectual-property-helpdesk.ec.europa.eu/publications/your-guide-intellectual-property-management-horizon-europe_en">https://intellectual-property-helpdesk.ec.europa.eu/publications/your-guide-intellectual-property-management-horizon-europe_en</a>
<b>IP in EU-funded Projects (EU IP Helpdesk)</b> - central hub for factsheets, templates, and training on IP in EU collaborations	<a href="https://intellectual-property-helpdesk.ec.europa.eu/ip-management-and-resources/ip-eu-funded-projects_en">https://intellectual-property-helpdesk.ec.europa.eu/ip-management-and-resources/ip-eu-funded-projects_en</a>
<b>DESCA – Model Consortium Agreement</b> - widely used partnership agreement for Horizon EU projects	<a href="https://www.desca-agreement.eu/desca-model-consortium-agreement/">https://www.desca-agreement.eu/desca-model-consortium-agreement/</a>
<b>ERA-LEARN – Model Consortium Agreement for Co-funded European Partnerships (based on DESCA)</b> - tailored for co-funded partnerships	<a href="https://www.era-learn.eu/documents/modelca_co-funded_eps.docx">https://www.era-learn.eu/documents/modelca_co-funded_eps.docx</a>
<b>Lambert Toolkit (UK IPO)</b> - model agreements & guidance for university–industry collaborative research	<a href="https://www.gov.uk/guidance/university-and-business-collaboration-agreements-lambert-toolkit">https://www.gov.uk/guidance/university-and-business-collaboration-agreements-lambert-toolkit</a>
<b>WIPO IP Policy Toolkit for Universities &amp; Research Institutions</b> - templates and guidance to craft institutional IP policies for collaborations	<a href="https://www.wipo.int/en/web/technology-transfer/ip-policies">https://www.wipo.int/en/web/technology-transfer/ip-policies</a>
<b>Tekic &amp; Willoughby, Configuring IP Management Strategies in Co-creation</b> - large empirical study on IP strategy patterns in some types of co-creation projects	<a href="https://www.tandfonline.com/doi/abs/10.1080/14479338.2019.1585189">https://www.tandfonline.com/doi/abs/10.1080/14479338.2019.1585189</a>
<b>Horizon Europe - Annotated Grant Agreement (AGA), v2.0 (01-Apr-2025)</b> - official commentary including results (foreground), access rights, and Open Access duties	<a href="https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf">https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf</a>
<b>Regulation (EU) 2021/695 - Horizon Europe base regulation</b> - establishes rules for participation & dissemination	<a href="https://eur-lex.europa.eu/eli/reg/2021/695/oj/eng">https://eur-lex.europa.eu/eli/reg/2021/695/oj/eng</a>
<b>Directive (EU) 2019/1024 - Public Sector Data</b>	<a href="https://eur-lex.europa.eu/eli/dir/2019/1024/oj/eng">https://eur-lex.europa.eu/eli/dir/2019/1024/oj/eng</a>
<b>Commission Implementing Regulation (EU) 2023/138 - High-Value Datasets list &amp; conditions</b> - High-Value Datasets categories and re-use arrangements	<a href="https://eur-lex.europa.eu/eli/reg_impl/2023/138/oj/eng">https://eur-lex.europa.eu/eli/reg_impl/2023/138/oj/eng</a>
<b>Regulation (EU) 2022/868 - Data Governance Act</b> - trusted mechanisms & intermediaries for data sharing	<a href="https://eur-lex.europa.eu/eli/reg/2022/868/oj/eng">https://eur-lex.europa.eu/eli/reg/2022/868/oj/eng</a>
<b>Regulation (EU) 2023/2854 - Data Act</b> - fair access to and use of data (B2B/B2G), with IP safeguards	<a href="https://eur-lex.europa.eu/eli/reg/2023/2854/oj/eng">https://eur-lex.europa.eu/eli/reg/2023/2854/oj/eng</a>
<b>Regulation (EU) 2024/1689 - AI Act</b> - harmonized rules for AI systems, with implications for data/IP compliance	<a href="https://eur-lex.europa.eu/eli/reg/2024/1689/oj/eng">https://eur-lex.europa.eu/eli/reg/2024/1689/oj/eng</a>
<b>Directive (EU) 2019/790 - Copyright in the Digital Single Market</b> - test and data mining exceptions useful for data/AI work	<a href="https://eur-lex.europa.eu/eli/dir/2019/790/oj/eng">https://eur-lex.europa.eu/eli/dir/2019/790/oj/eng</a>
<b>Directive (EU) 2016/943 - Trade Secrets</b> - protection of undisclosed know-how in collaborations	<a href="https://eur-lex.europa.eu/eli/dir/2016/943/oj/eng">https://eur-lex.europa.eu/eli/dir/2016/943/oj/eng</a>
<b>Directive 96/9/EC - Database Directive (consolidated)</b> - copyright & sui generis protection for databases/datasets	<a href="https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX%3A01996L0009-20190606">https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX%3A01996L0009-20190606</a>
<b>Regulation (EU) 2016/679 - GDPR</b> - data protection obligations (roles, DPIA) in co-creation with personal data	<a href="https://eur-lex.europa.eu/eli/reg/2016/679/oj/eng">https://eur-lex.europa.eu/eli/reg/2016/679/oj/eng</a>

<b>EUPL v1.2 - European Union Public License</b> - EU-preferred open-source license often used in public-sector projects	<a href="https://interoperable-europe.ec.europa.eu/collection/eupl/eupl-text-eupl-12">https://interoperable-europe.ec.europa.eu/collection/eupl/eupl-text-eupl-12</a>
<b>Creative Commons licenses overview</b>	<a href="https://creativecommons.org/share-your-work/cclicenses/">https://creativecommons.org/share-your-work/cclicenses/</a>
<b>Open Source Initiative Approved Licenses</b>	<a href="https://opensource.org/licenses">https://opensource.org/licenses</a>

## Annex II. Licensing Strategy Basics

The core list of questions to be answered first is presented in Section 2.4 “Key questions”. Return here after you have agreed on the fundamentals.

### Type of licenses to be considered

When releasing documentation, training materials, and educational content, it is often useful to rely on Creative Commons<sup>21</sup>:

- CC BY 4.0 suffices when attribution is needed<sup>22</sup>
- CC BY-SA ensures derivatives remain open<sup>23</sup>

Open data is increasingly the norm. For vocabulary, datasets, or terminologies where maximum interoperability is desired, CC0<sup>24</sup> is typically used. For non-personal, public-interest datasets, minimal-restriction licensing such as CC0 aligns with European institutional expectations, and is employed by organisations such as Eurostat<sup>25</sup> and the European Environment Agency<sup>26</sup>.

Dual-licensing offers a way to blend community benefits with financial sustainability. In the social sciences and humanities, researchers often release psychometric scales or diagnostic tools under academic-only terms, reserving commercial licensing for private sector users. Medical training materials may also follow this model, being freely accessible to practitioners but generating revenue when licensed for commercial platforms.

When releasing software, use Open Source Initiative approved licenses<sup>27</sup>.

- European public bodies often choose the EUPL 1.2<sup>28</sup>, published by the European Commission, which comes translated into all EU languages and provides a compatibility matrix to facilitate reuse across jurisdictions.
- For cases requiring strong copyleft effects, GPL v3<sup>29</sup> is a reliable choice.
- For prototypes or tools aiming for wide uptake, permissive licenses like Apache-2.0<sup>30</sup> or MIT<sup>31</sup> lower barriers and include clear patent terms.

When mixing licensing components, compatibility must be checked. Tools like the EUPL compatibility matrix<sup>32</sup> and Creative Commons guidance<sup>33</sup> are invaluable. Certifying chosen licenses using SPDX identifiers<sup>34</sup> in documentation and metadata helps maintain clarity, reduces legal risk, and aids downstream users in compliance.

---

<sup>21</sup> <https://creativecommons.org/>

<sup>22</sup> <https://creativecommons.org/licenses/by/4.0/>

<sup>23</sup> <https://creativecommons.org/licenses/by-sa/4.0/>

<sup>24</sup> <https://creativecommons.org/publicdomain/zero/1.0/>

<sup>25</sup> <https://ec.europa.eu/eurostat>

<sup>26</sup> <https://www.eea.europa.eu/>

<sup>27</sup> <https://opensource.org/licenses>

<sup>28</sup> <https://eupl.eu/1.2/en>

<sup>29</sup> <https://www.gnu.org/licenses/gpl-3.0.en.html>

<sup>30</sup> <https://www.apache.org/licenses/LICENSE-2.0>

<sup>31</sup> <https://opensource.org/license/mit>

<sup>32</sup> <https://interoperable-europe.ec.europa.eu/collection/eupl/matrix-eupl-compatible-open-source-licences>

<sup>33</sup> <https://creativecommons.org/share-your-work/ccllicenses/>

<sup>34</sup> <https://spdx.dev/learn/handling-license-info/>

## Annex III: Sample Clauses

These brief clauses can help structure discussions with legal advisors.

### **(i) Short confidentiality clause (example)**

“Each Party agrees to keep confidential any information marked or reasonably understood as confidential that it receives from another Party in connection with the Project. Confidential information shall be used only for the purposes of the Project and shall not be disclosed to third parties without prior written consent, unless required by law or funding rules.”

### **(ii) Volunteer / community contributor clause (example)**

“The Contributor confirms that they are entitled to contribute the Work (text, images, code, data or other materials) to the Project. The Contributor grants the Project Partners a non-exclusive, worldwide, royalty-free license to use, adapt, translate, reproduce and distribute the Work for the purposes of the Project and related dissemination, in line with the Project’s social mission. The Contributor keeps ownership of their Work and will be acknowledged in project materials where reasonably practical.”

### **(iii) Basic IP clause for partnership agreements (example)**

“Background IA/IP of each Party remains the property of that Party. Foreground IA/IP created by a Party shall belong to that Party, subject to any joint ownership provisions agreed in writing. Each Party grants the other non-exclusive, royalty-free access rights to Background and Foreground IA/IP solely as needed to carry out the Project. Any use of Foreground IA/IP for commercial purposes outside the Project shall be governed by separate written license or assignment agreements that will reflect the Project’s social mission and community benefit-sharing principles.”

Users of this guideline should adapt these outlines to their legal system and seek appropriate legal advice before using them in practice.

[info@impac3tip.eu](mailto:info@impac3tip.eu)

[www.impac3tip.eu](http://www.impac3tip.eu)



**Funded by  
the European Union**

Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or HADEA. Neither the European Union nor the granting authority can be held responsible for them.