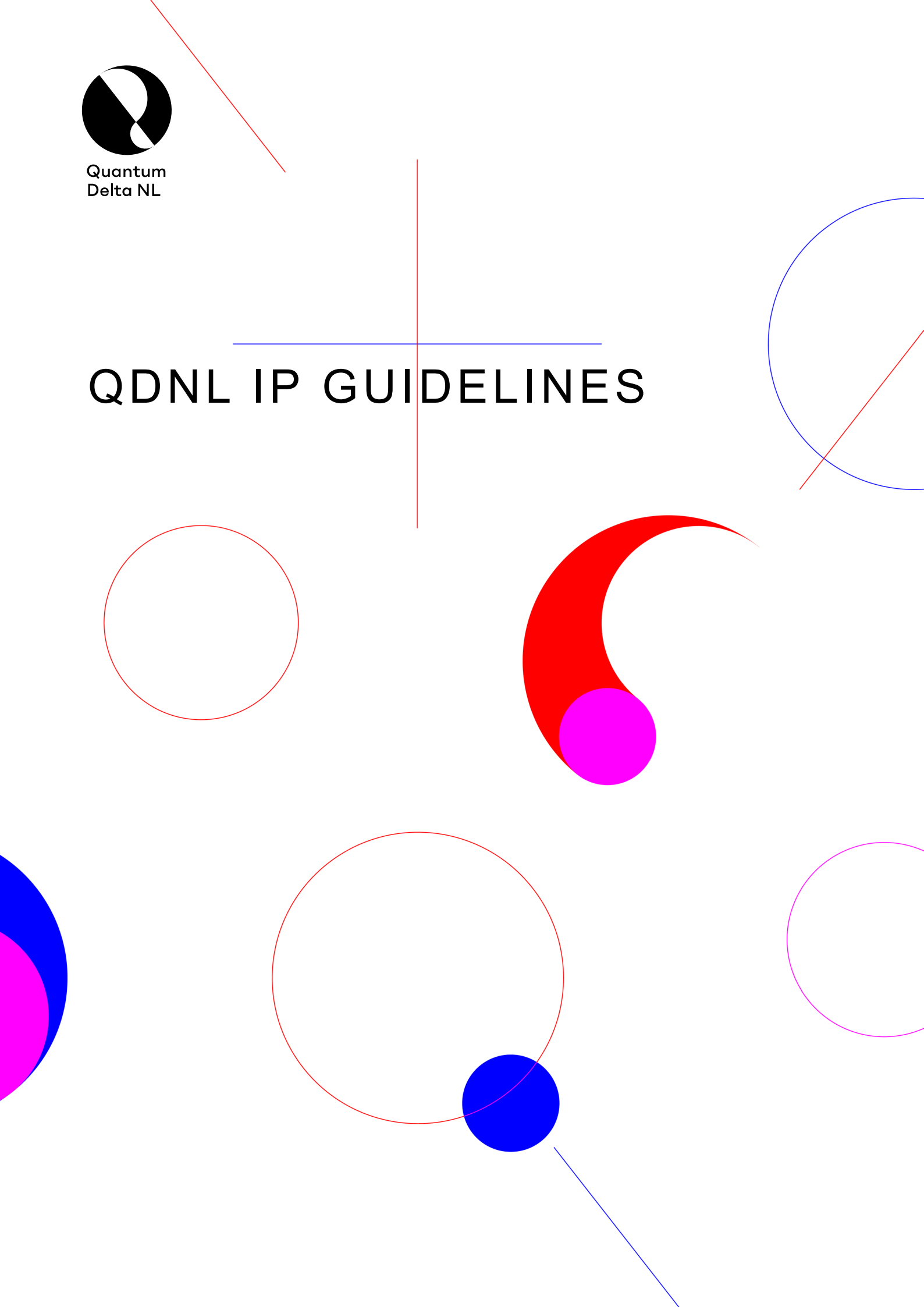




Quantum  
Delta NL

# QDNL IP GUIDELINES



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## QDNL IP GUIDELINES

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# 1 PURPOSE

To set out general principles with respect to the ownership, management, and valorization of Intellectual Property in the QDNL ecosystem.

## 2 DEFINITIONS

**Party:** University of Amsterdam, University of Eindhoven, Leiden University, University of Twente, University of Delft, TNO and CWI.

**Project:** an activity in the field of Quantum Technology of which (a) in case a third party (not being a **Party**) is involved, the contribution of QDNL is greater than the contribution of the third party, or (b) a researcher or a technician (a person making a substantive contribution) funded by QDNL is deployed to a significant extent in the project or (c) any other research in the field of Quantum Technology with funding from QDNL where the **Party(ies)** involved decides to follow the QDNL IP guidelines.

**IP rights:** all intellectual property rights, including copyrights, design rights, patent rights, trademarks, database rights, chip rights and other intellectual property rights, whether registered or unregistered and all rights or forms of protection that might exist anywhere in the world and are equivalent or similar to any of the foregoing.

**Project results:** all information, data, materials, Know How, methods/techniques, expertise, software, processes, discoveries, inventions, and data generated or developed by one or more of the Parties of the ecosystem and resulting from the execution of a specific **Project** whether or not they can be protected by **IP rights**.

**Background:** all data, materials, Know How, methods, discoveries, designs, patents, software, trade secrets, practices/techniques, business information and other information held by a **Party** prior to its accession to the collaboration agreement or generated by that **Party** independently of the **Project**.

**Know How:** a body of non-patented information and knowledge, arising from experience and research that has not been made public and is intended to remain confidential.

**Field of use:** a specifically defined research or field of application for the use of Know How and **IP rights** to be further defined between **Parties** and third parties in a **Project**.

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**IP-pool:** means a catalogue in the form of a secure website, or other secure digitally accessible platform set up by Quantum Delta NL that provides a general description of **Project results** - not being the **Project results** themselves - and of existing **Background** - not being the **Background** itself in the field of Quantum Technology.

**IP portfolio manager:** means the person appointed by Quantum Delta NL whose responsibilities include setting up and managing the **IP Pool**.

**Invention Disclosure Form or IDF:** means a document by which an inventor describes his/her invention or **Project results** to his/her employer in order to determine whether it is desirable to apply for protection (usually: patent protection) for the invention described.

**IP Council:** consists of 7 members and shall be responsible for developing and overseeing a joint IP Strategy for QDNL. The IP Council advises on intended exploitation of **Project results** at the request of one of the **Parties**. At the request of one of the **Parties**, the **IP Council** advises on intended cooperation with market parties and European knowledge partners in the field of IP/valorisation of **Project results**.

### 3 SCOPE

These guidelines apply to all the **Party(ies)** and people employed by the **Party(ies)** involved in a **Project** as defined in the section above.

### 4 DEAL TERMS FOR START-UPS

- Ownership of the IP is fully transferred to the start-up, with the **Party** that contributed to the development of the IP, acquiring a fully dilutive share in the start-up.
- For determining the percentage of the dilutive share in the start-up, [the national deal terms agreement of the Universities of the Netherlands](#) will in principle be followed.
- The **Party's** share dilutes in subsequent investment rounds (fully dilutive shares) and there are no special rights attached to the shares that hinder the entry of investors. Aim is that the **Party's** share is <50% after the first investment round.
- No royalties system will be agreed upon.
- The deal terms for the transfer of IP could be linked to the achievement of one or more milestones by the start-up. In this case an exclusive license of the related **IP**

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**right** could be offered from the **Party** owning such **IP right** to the start-up and the ownership of the **IP right** be transferred from the **Party** to the start-up upon achievement of the milestone(s). The start-up has to meet the milestones within two years.

- QDNL supports the formation of the start-up via the [Infinity program](#) and the involved **Party** will facilitate that support.
- IP rights which are considered by the **IP Council** strategic for the economic development of the Dutch quantum ecosystem cannot be transferred to the start-ups.

## 5 R&D PARTNERSHIPS

- Third parties may partner with one or more **Parties** through in-kind and/or in-cash co-financing.
- Agreements on cooperation, rights and commercialization of IP between the third party and the **Part(ies)** will be set out in a Project agreement. A template of this Project Agreement will be provided by QDNL.
- For large third part(ies) the in-kind contribution values is capped to the amount of the in cash contribution. This cap is not applied for small and medium-sized third part(ies).
- Valorization of the IP should preferably take place in the Netherlands or EU, i.e. with Dutch or European third-parties.
- Third parties entering into partnership with one or more **Parties** can exercise an option right to obtain a non-exclusive right of use and access to the **Background** at a market conform price for a predetermined period of time and for a defined **Field of Use**.
- If the third-party establishes itself permanently in the Netherlands and substantially invests in the Netherlands, an exclusive license can be offered for a predetermined period of time from the **Party** owning the **IP right** to the third party, otherwise the grant of non-exclusive licenses are always preferred.
- The **Parties** agree not to exclusively license the **IP rights** to **Project results** to third parties.
- If a **Party** wishes to transfer or to exclusively license the **IP right** to **Project results** to third parties, advice will be sought from the **IP Council**.

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## 6 IP POOL

- **Parties** agree to include in the **IP pool** and thus to share with the **IP-portfolio manager** a general description of the **Project results**. **Parties** agree to notify each other at an early stage of potentially interesting **Project results**, including those leading to potential patent protection.
- After filing a patent application, the owner of the **IDF** will inform the **IP Portfolio Manager** by providing a description of the **IDF** to the **IP Portfolio manager** for the purpose of adding such description to the **IP pool**.

## 7 IP OWNERSHIP

- Ownership of the **Project results** shall rest with the **Party** which has generated.
- In case two or more **Parties** are involved in generating the **Project results**, **Parties** shall mutually agree on the ownership share, or seek advice of the **IP Council**.

## 8 IP USE

- At request of one of the **Parties**, the **IP Council** may advise on the best valorization route of the **Project results**.
- If a **Party** needs the **Background** or **Project results** of another **Party** for the exploitation of its own **Project results**, a non-exclusive license will be granted under further reasonable conditions to be agreed (Fair Reasonable and Non-Discriminatory Conditions, FRAND).



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