



Good practice guide

ECOS North Peru Programme

Research organizations and universities whose researchers wish to work together in the framework of the ECOS North Peru scientific cooperation program adhere to the framework which sets out principles including intellectual property rules in a spirit of co-ownership.

This guide establishes general rules that must be adapted on a case-by-case basis, depending on the research projects underway or planned. Each accepted project will then be the subject of a cooperation agreement according to the rules set out in this guide. This framework is designed to allow researchers to conduct joint research with flexibility, freedom, and responsibility while protecting their findings.

By participating in this joint research project, each researcher, acting on behalf of and for his or her named institution (research organization or university), agrees to the following principles:

Confidentiality – publication

1. Confidentiality

Each Party undertakes to ask its staff members involved in this program to respect the rules of confidentiality on the information exchanged during the collaboration.

The Parties undertake to ask their statutory or student staff to approve and accept these principles and if necessary to sign a confidentiality agreement.

2. Publications and oral or poster presentations

All publications and oral or poster presentations shall mention the names of the researchers of the Parties involved in obtaining the scientific results, as well as the institutions to which they belong.

The Parties shall inform each other of proposed publications or oral or poster presentations before they are made public.

If a proposed publication or presentation contains information of industrial, commercial, or strategic importance, its disclosure may be postponed temporarily to put in place appropriate protection mechanisms.



Intellectual property and protection of results

The principles set out below shall apply to the results of research and intellectual property derived from joint research projects carried out under specific agreements between the Parties.

1. Rights acquired outside the framework of the collaborative research

Rights acquired outside the framework of the joint research before or during the duration of the collaborative project between the Parties shall remain the property of each Party.

2. Rights to the Results of Collaborative Research - Principles

All original data and research, including the intellectual property rights therein, obtained by the Parties' personnel in the course of the research project shall be the joint property of the Parties. Each Party undertakes to transmit to the other Parties the information necessary to carry out the collaborative research and the results thereof.

3. Inventions

Joint inventions shall be the joint property of the Parties in proportion to their respective contributions unless a specific agreement modifies it.

The Parties shall jointly decide on a specific agreement for the protection of their joint inventions, in particular for the countries in which patent applications will be filed, as well as on the sharing of the costs of filing and maintaining the patents, and on the Party responsible for the protection and transfer of the technologies resulting from the inventions.

4. Fees

Unless otherwise specified, each Party shall grant to the other Parties, for teaching and research purposes, the free and royalty-free use of all results, even those that may be protected by copyright, after written agreement of the authors.

Transfer of technology

The Parties shall define in a specific agreement, and within a reasonable period of time, the precise terms and conditions for the use of the joint results.

Unless otherwise specified, royalties shall be distributed in proportion to the Parties' contributions to the results that may be subject to technology transfer.
