

Requirements and ways of disseminating knowledge

- A. Introduction.....	1
- B. Requirements for disseminating knowledge.....	2
- I. Concept of dissemination.....	2
- II. Subject of dissemination.....	2
- III. Categories of participants for which dissemination is obligatory	2
- IV. Prior rights and duties.....	2
- 1. Duty to protect knowledge.....	2
- a) Conditions.....	2
- b) Relation to dissemination.....	3
- 2. Duty to use knowledge.....	3
- a) Conditions.....	3
- b) Relation to dissemination.....	3
- 3. Duty to inform about publications and the right to object.....	4
- V. Formal restrictions.....	4
- VI. Date of dissemination.....	4
- C. Means and ways of dissemination.....	4
- I. Conferences, workshops, training sessions, websites and publications etc.....	5
- II. DG Research Activities.....	5
- III. CORDIS Activities.....	5
- 1. The CORDIS Technology Market.....	5
- 2. CORDIS Focus – RTD Results Supplement.....	5
- 3. CORDIS Wire.....	6
- IV. Technology platforms, technology transfer institutions and other institutions.....	6
- V. AthenaWeb.....	6
- VI. AlphaGalileo.....	6
- VII. Research TV.....	6

A. Introduction

The primary motivation of undertakings, research centres and universities for applying for a contract research project funded within a European Framework Programme is the prospect of receiving financial means of executing research work and generating research results. Therefore, the fact that the objective of European research funding under the European Framework Programmes goes far beyond mere financial support is often overlooked. Instead, projects carried out under the Framework Programmes should provide broad benefits to strengthen scientific and technological bases, implement Community Policies¹, and – last but not least – contribute to the Lisbon Goal: “to become Europe the most competitive and dynamic knowledge-based economy in the world, capable of sustainable economic growth with more and better jobs and greater social cohesion”.² Thus, the participants of European research projects shall, in return for obtaining financial contributions and ownership of the research results generated, provide a counter-compensation: **They have to make sure that their research results will be used and disseminated**.³

Although the use and dissemination of research results takes place in the last phase or after termination of the project, they must be considered from the very beginning of the project, in particular when working out the proposals. Indeed, one of the five key criteria for evaluating and selecting a proposal within the selection procedure is the quality of the so-called **plan for using and disseminating knowledge**.⁴ This plan, to be delivered by the participants along with the proposal, has to contain the consortium’s ideas on the protection, use, dissemination and IPR management of knowledge that will be presumably generated under the project. Thus, the coherence and well considered formulation of the use and dissemination plan significantly increase a proposal’s chances of success. In the course of the project, the plan has to be updated regularly and has to result, finally, in a detailed and verifiable plan⁵ to be handed in with the final report.

However, the dissemination of research results is not only the contractors’ obligation towards the Community. It is, furthermore, in their **own interest**. By dint of dissemination, the participants obtain the opportunity to present their high-quality research results in a European context and to refer to the excellence of their research capacities. This increases the possibility of commercialising their research results and/or of finding potential new partners for future cross-border RTD co-operation, at the same time as preserving the status of the enterprise or institution concerned within the European Research Area.

On the other hand, the non-performance of **dissemination activities can result in negative consequences**: Where a participant fails to disseminate its knowledge, the Commission can take over dissemination of the research results in its place.⁶ This

may lead the participants concerned to lose direct influence over distribution methods. In order to prevent such negative effects, participants should consider from the very beginning of the project the most adequate and effective possible means of disseminating their research results.

The following overview is intended to explain the further terms, requirements and limitations on the duty to disseminate knowledge and to present a short overview of the most common possibilities for disseminating knowledge.

B. Requirements for disseminating knowledge

The conditions for disseminating knowledge by the participants under the Sixth Framework Programme are regulated by **Art. 23 (2) of Regulation (EC) 2321/2002/EC of 16th December 2002 (Participation Rules)**⁷, and by **Art. 34 (2) of Annex II to the RTD-Model Contract**⁸. Accordingly, the participants in an indirect action⁹ are obliged to disseminate the knowledge they have produced under their project within a period of two years after the end of the project, as long as disseminating the knowledge does not adversely affect its protection or use.

I. Concept of dissemination

The term dissemination is legally defined as “the **disclosure of knowledge by any appropriate means** other than publication resulting from the formalities for protecting knowledge”¹⁰. Dissemination can, therefore, be seen as the means by which research results are presented and made known and accessible to a broad public and/or to specific research communities.

Publications in the course of a protection right application, for example the obligatory publication of an invention after filing a patent application¹¹ or the publication of a Community Design in the Community Design Bulletin after its registration¹², are not sufficient and do not constitute dissemination.

II. Subject of dissemination

The obligation to disseminate only concerns **knowledge**, and not pre-existing know-how. Whereas pre-existing know-how includes the information and protection rights which have been independently gained by the participants before or parallel to the project¹³, knowledge covers all research results which have been generated in the execution of the project work¹⁴.

Therefore, as far as protection rights exist, the duty to disseminate also relates to these protection rights. Consequently, the obligation applies to both: the results and information generated under the project (including experiences and best-practice solutions) as well as previously acquired protection rights, like patents and utility models. Above all, the participants should also have the courage to report failures, problems and practices that have failed during the execution of their projects.

III. Categories of participants for which dissemination is obligatory

As a result of Art. 23 (2) of Regulation 2321/2002/EC and Art. 34 (2) of Annex II to the RTD model contract, **all contractors** are collectively responsible for disseminating the knowledge generated under their project, independently from the question of ownership. As a result, the consortium as a whole decides on the means and ways of distribution and has to carry the associated costs. In order to meet this obligation, participants can, nevertheless, use the services of third parties.¹⁵

A **special case** arises where **ownership of the knowledge has been transferred** to a third party. In order to guarantee dissemination, the transferring partner/s have to take steps or reach appropriate agreements to ensure that the duty to disseminate the knowledge concerned will also be assigned to the new owner.¹⁶ As a result, the obligation of dissemination is now imposed on the new owner and has to be met by it together with the consortium.

IV. Prior rights and duties

Although the duty to disseminate knowledge has to be fulfilled by the participants, there are other obligations and rights prevailing over dissemination, namely the [obligation to protect knowledge](#), the [obligation to use knowledge](#) and the [duty to inform about planned publications including the right to object](#). Fulfilling these prior obligations can in some cases lead to the postponement or cancellation of the planned dissemination.

1. Duty to protect knowledge

a) Conditions

The application for protection rights is a legal obligation deriving from [Art. 22 \(1\) of Regulation 2321/2002/EC](#) and Art. 33 (1) of [annex II to the RTD model contract](#). In order to avoid a breach of contract, the protection of rights by application (patents, utility models, industrial designs etc.) should be carefully examined.

Where knowledge is **applicable to industrial or commercial** usage (which is generally the case), the participants that have ownership of the knowledge must provide for its adequate and effective protection, so long as the application is in conformity with relevant legal provisions, the contract, the consortium agreement and the legitimate

¹⁷ of the partners concerned. This means that protection is not mandatory in all cases, but strongly recommended where possible. There are indeed situations where journal publications or other means of putting knowledge into the public domain (e.g. Open Source Software or Open Content) may constitute appropriate alternatives, taking into account the specificity of the project and the nature of the results concerned.¹⁸

However, in certain cases where an adequate and effective protection under the requirements described – especially in regard to exploitation - cannot be reached without applying for a patent or other protection right, and even if other protection rights apply without an application (e.g. copyrights), the participant/s concerned are explicitly obliged to file a patent/protection right application.

b) Relation to dissemination

The major problem of dissemination in relation to the duty to protect is caused by the **principle of absolute novelty**, known especially under the European patent law system. Accordingly, a patent can only be sought for inventions which are novel in an absolute sense. This means the invention concerned shall not form part of the state of the art at the priority date, which is the date of filing or of an earlier national or international application. Every disclosure prior to the priority date by any means (written, oral, by use etc.) and anywhere in the world eliminates novelty and – as a result – the patentability of the invention concerned.¹⁹

As dissemination is aimed at **disclosing knowledge by any appropriate means** others than publications resulting from the formalities of protection, dissemination activities concerning a patentable piece of knowledge and conducted prior to the patent application regularly result - for a lack of novelty - in the loss of patentability. Furthermore, as the European patent system **does not have a so-called general grace period** like the U.S. and Japanese systems, the loss of patentability can in most cases not be subsequently resolved. Consequently, patent protection cannot be gained for the disclosed piece of knowledge.

If the application for a protection right is mandatory due to the described requirements of the duty to protect, the contractor/s concerned are at the same time no longer in a position to fulfil their obligations established by Regulation 2321/2002/EC and the RTD-Model Contract. To prevent such negative consequences participants should - in cases where filing a patent application is mandatory - **postpone their dissemination activities** until the filing is done.

This especially applies to knowledge

- which is **ready to be published, but not yet mature enough to be patented or registered for a protection right**,²⁰
- where it is **not clear whether it can be protected** by an application or not. The publication of such knowledge should be avoided or delayed as long as no clear decision has been made about its possible legal protection, in order to avoid making the knowledge part of the state of the art.²¹

2. Duty to use knowledge

Closely connected to the obligation to disseminate is the duty to use knowledge. Dissemination shall only take place if the use of the knowledge will not be affected. If there is no derogation of usage or this has been removed, dissemination activities can be carried out beforehand, parallel to or after usage.

a) Conditions

In contrast to dissemination, the obligation to use does not necessarily include the disclosure of the research results, but the direct or indirect, commercial and non-commercial, **utilisation of knowledge for research purposes or for developing, creating and marketing a product or process or for creating and providing a service**.²² It does not matter whether the knowledge will be used by the contracting partners themselves or by third parties. In the latter case, the participant/s concerned only have to make sure that arrangements with third parties are in line with the conditions of the participation rules, in particular with the requirements of transferring ownership²³ and of granting additional access rights²⁴.

b) Relation to dissemination

The obligation to use knowledge can – for several reasons – be affected by the dissemination of the related knowledge, in particular:

- If the dissemination of knowledge makes **reasonable usage of the knowledge concerned completely impossible or senseless, e.g. if patent protection or another protection right failed due to the prior disclosure of the invention, industrial design etc. concerned**,
- Where parts of the knowledge – regarding a reasonable exploitation or use for research purposes - are **kept confidential** e.g. for a new production method, further research activities or commercial marketing.

However, this does not imply that dissemination activities cannot be undertaken at all in any of these cases. Information may be given on general aspects without endangering its use. But, as long as and so far as the smooth and reasonable usage of knowledge for exploitation or research purposes will be significantly affected by dissemination, dissemination activities have to be limited to the absolute necessary extent or be cancelled.²⁵

3. Duty to inform about publications and the right to object

A partner who has been planning to **publish data relating to knowledge** it owns in whatever medium (paper, CD-ROM, Internet-Server etc.), is obliged to give the Commission and other partners written notice 30 days prior to publication.

If the Commission and/or the other contractors ask to see the data before the end of this period, the publishing partner has to provide a copy of the data within 30 days after receipt of such a request. Where it is considered that publishing the data would adversely affect the protection of their knowledge (e.g. due to the principle of absolute novelty), the Commission and the other partners have the **ability to object** to the publication within 30 days after receipt of the data intended for publication. Consequently, the publication cannot go ahead until all the reasons underlying the objections have been overcome. In the event that one or several participants assert a durable legitimate interest to keep the data concerned confidential, which outweighs the interests of the other partner in publishing, publication can exceptionally remain permanently forbidden. Where the time limit for filing an objection passes without any objection, it is deemed that the Commission and the other contractors agree to the publication.²⁶

Disclosures of **data related to knowledge not using any data carrier** (e.g. oral contributions to conferences, workshops or seminars etc.) are not subject to an explicit duty to inform as described above. The disseminating partner has to find, nevertheless, a balance between the need to safeguard the protection of the knowledge concerned, the benefits of a swift dissemination (in order to avoid the duplication of research efforts and to create synergies between different projects), confidentiality (e.g. [agreements on confidentiality](#)) and the legitimate interests of the other partners.²⁷ This can also require the involvement of other concerned partners and, eventually, lead to a delay or the prevention of dissemination in similar cases, as described above.

V. Formal restrictions

Apart from the requirements described above, dissemination activities (publications via internet, press releases and conferences etc.) are only subject to some **formal restrictions**:

Unless the Commission requests otherwise, participants have to bear in mind that any notice or publication by the contractors in the context of the project, including at a conference or seminar, must specify that the project has received research funding from the Community's Sixth Framework Programme. Where use of the European emblem, or any similar trademark or logo is envisaged, prior approval shall be required from the Commission. Moreover, any notice or publication by the contractors, in whatever form and on or by whatever medium, must specify that it only reflects the author's views and that the Commission is not liable for any use that may be made of the information contained therein.²⁸

VI. Date of dissemination

The participants have to ensure that their knowledge is disseminated **within a period of two years** after the end of the project. In spite of this (relatively generous) period, dissemination should be carried out as soon as possible. It can already take place during the execution of the project if reasonable. The advantages are obvious: through the swift dissemination of knowledge, duplications of research efforts can be prevented and synergies can be created between projects.²⁹

However, before any knowledge is disseminated, participants have to make sure that:

- Protection is not affected, whatever form protection may take,
- use is not affected, and
- the [obligation to inform about planned publications](#) has been fulfilled and possible objection rights have been considered,
- aspects of confidentiality (e.g. [agreements on confidentiality](#)) and the legitimate interests of other partners have been taken into account.³⁰

Even if dissemination takes place after the end of the project, principal decisions on **financing** these activities should in any case be reached at the very beginning of the project. Corresponding arrangements should form part of the consortium agreement.

C. Means and ways of dissemination

The partners are [basically free](#) to **choose types, means and ways of distribution**. The sole limitations are the ones that have

been agreed between the partners, e.g. in their consortium agreement.

It is often more efficient and advisable to disseminate the knowledge in the context of a **joint initiative** (e.g. at a conference organised by all the partners, in a jointly edited anthology or on a jointly activated technology platform etc.) than on the sole initiatives of the respective owners of the knowledge. Any associated agreements and the allocation of costs should be regulated in the consortium agreement.

The **target group of the dissemination** activities should be the potential interested person subgroups in society, industry, research and politics and, last but not least the general public. In support of the identified target group, the information should be made available free of charge, and the chosen means of distribution should be those which are the most efficient for the knowledge concerned.

Some of the most important possibilities for disseminating knowledge, in particular by using external resources, are presented below. A more detailed and very helpful overview can be found in the European Commissions' ['Guide to successful communications'](#).

I. Conferences, workshops, training sessions, websites and publications etc.

The most obvious possibilities for disseminating knowledge are based on the participants' **own initiatives**, for example, in the course of self-organised conferences, workshops, training sessions, seminars and self-published websites, publications, press releases, multimedia CD-ROMs, TV etc.

The **benefits** of disseminating knowledge on the consortium's own initiatives are evident: The participants are free to decide on the framework, matters and ways of presenting the knowledge, and can, additionally, systematically advertise within the target group.

The EC contract often provides **human and financial resources** for dissemination activities (as part of the innovation-related costs³¹). Therefore, the Community can reimburse a percentage part of the total costs.

Dissemination can, of course, also take place **within third party activities**, e.g. in speeches, presentations and information booths within conferences, exhibitions, training sessions organised by third parties (conferences organised by IRCs or by national or regional governments and organisations like Chambers of Commerce etc.), by publications in professional journals or general newspapers, by the publication of books through publishing houses, or in interviews.

II. DG Research Activities

DG Research is involved in communicating the results of EU-funded research to the media and the general public. Help can be requested by the scientific officer. The Commission provides various supporting activities:

- The [Research website](#) aims to present the best of European research. Information on and links to research activities across the EU is accessible to the general public, the research community, policy-makers, and the media.
- Via a mailing list, journalists all over the world receive targeted information on developments and results considered to be of interest. Press releases related to FP6 projects are prepared in close co-operation with project participants.
- Information and Communication Units invite journalists to frequent thematic press briefings where scientists can present their results to the media.
- [RTD info](#), a free magazine in electronic and printed formats, includes specially written articles on selected projects and their results and additionally publicises events organised in connection with EU-funded projects.

III. CORDIS Activities

[CORDIS³²](#), a **free of charge, internet-based R&D information service of the Community**, exists to provide access to information on European RTD, particularly co-financed projects under the Community Framework Programmes. The CORDIS Service is very broad and covers everything from drafting applications to the dissemination and exploitation of final results.

1. The CORDIS Technology Market

The most important CORDIS service for disseminating research results is the recently established internet-based **Technology Marketplace**. Here, everyone can make information and research results generated within or outside the Framework Programmes available, as long as they are potentially commercially applicable. After [subscription to CORDIS-services](#), research results can be easily inputted in online form into a **data base** which is arranged according to thematic areas (Biology/Medicine, energy, environment, IT-Telecommunication and Industrial Technology).

The best results are selected for **presentation as technology offers**. CORDIS-editors rewrite them in a new journalistic style with images, illustrations, diagrams or videos. Finally, the articles are presented in a user-friendly multimedia-format on the website of the Technology Marketplace and are accessible to everyone.

2. CORDIS Focus – RTD Results Supplement

The most representative exploitable R&T-results are also published in the '[RTD Results Supplement](#)' to the magazine '[CORDISfocus](#)'. The supplement is published nine times a year.

3. CORDIS Wire

[CORDIS Wire](#) is a service of CORDIS to which project press releases can be submitted. After evaluation, accepted releases are posted on the site for downloading by journalists and other interested readers.

IV. Technology platforms, technology transfer institutions and other institutions

Outside the CORDIS Marketplace, numerous other **technology platforms** are focussing on specific thematic areas of technology and bringing together the relevant actors from research, science, universities, industry, politics and SMEs, like the [European Hydrogen and Fuel Cell Technology Platform](#), the [European Platform for Sustainable Chemistry](#) or the platform [K2 – E-Learning made in Europe](#). Amongst other things, these platforms can be used to exchange or present research results. Additional future platforms are planned, e.g. for the areas of [steel technology](#), mobile communications, embedded systems and nanoelectronics.

Dissemination services are also offered by several **technology transfer institutions**, which are established and financed by the Member States. They provide resources for disseminating and exploiting research results promising a successful commercialisation. Their services are partly free of charge or provided in return for a stake in future returns from licenses or technology sales. The technology transfer institutions are regularly connected to universities or public research centres. The European Commission has recently published a [catalogue of the technology transfer institutions](#) for finding your local provider.

Moreover, there are numerous **national research organisations** which support the dissemination of research results. They can usually be asked for at the national research departments.

V. AthenaWeb

AthenaWeb, launched by the European Commission in early 2004, is intended to increase use of the huge amount of existing scientific video material. It will develop a single portal where all interested actors can deposit and/or access scientific films and videos in all formats.

VI. AlphaGalileo

[AlphaGalileo](#) is run by the non-profit [AlphaGalileo Foundation](#). The service enables users to communicate with journalists around the world. It offers access to news, images, background information and a database of experts and also posts press releases, books and event information.

VII. Research TV

[Research-TV](#) produces ten-minute video news releases tailor-made for TV news and which are distributed to over 2,000 broadcasters worldwide.

-
1. See Art. 163 (1), [Treaty of the European Community](#).
 2. No 5 [Presidency Conclusions of the Lisbon Council of 23./24.03.2002](#).
 3. Art. 23 of [Regulation 2321/2002/EC of the European Parliament and the Council of 16.12.2002 concerning the rules for the participation of undertakings, research centres and universities in, and for the dissemination of research results for, the implementation of the European Community Sixth Framework Programme \(2002-2006\)](#), OJ L 355 of 30.12.2002, p.23; Art. 34 [annex II RTD Model Contract](#) (Decision C (2003)3834 adopted on 23.10.2003).
 4. Art. 10 (1) lit.e) Regulation 2321/2002/EC (fn. 3).
 5. Art. 23 (1) Regulation 2321/2002/EC (fn. 3); Art. 34 (1) annex II RTD Model Contract (fn. 3).
 6. Art. 23 (2) Regulation 2321/2002/EC; Art. 34 (fn. 2) in fine, annex II RTD Model Contract (fn. 3).
 7. Fn. 3.
 8. Fn. 3.
 9. 'Indirect action' means an RTD activity undertaken by one or more participants by means of an instrument of the Sixth Framework Programme (Art. 2 no. 3 Reg-

- ulation 2321/2002/EC (fn. 3)).
10. Art. 2 no. 23 Regulation 2321/2002/EC (fn. 3); Art.1 no. 8 annex II RTD Model Contract (fn. 3).
 11. European patent applications have to be published as soon as possible after the expiry of a period of eighteen months from the date of filing or from the date of priority, if priority has been claimed ([Art. 93 EPC](#))
 12. Art. 48 of the [Council Regulation \(EC\) No 6/2002 of 12 December 2001 on Community designs](#), OJ L 3 of 05.01.2002, p. 1.
 13. Art. 2 no. 21 Regulation 2321/2002/EC (fn. 3); Art.1 no.18 annex II RTD Model Contract (fn. 3).
 14. Art. 2 no. 22 Regulation 2321/2002/EC (fn. 3); Art. 1 no. 14 annex II RTD Model Contract (fn. 3).
 15. In these cases, the rules on transferring property rights (Art. 21 (6) Regulation 2321/2002/EC (fn. 3), Art. 32 (4) annex II RTD Model Contract (fn. 3)) or on granting additional access rights (Art. 25 (1) and Art. 29 Regulation 2321/2002/EC (fn. 3)) have to be considered.
 16. See Art. 21 (6) Regulation 2321/2002/EC (fn. 3) and Art. 32 (4) annex II RTD Model Contract (fn. 3).
 17. A legitimate interest means a participant's interest of any kind, particularly a commercial interest, that may be claimed in the cases specified in the contract. To this end, the contractor must prove that failure, in any given instance, to take account of his interest would result in him suffering disproportionately great harm. (Art. 1 no. 15 annex II RTD Model Contract (fn. 3)).
 18. European Commission, [Guide to Intellectual Property Rights for FP6 projects](#), version 1 of 17.03.2004, p. 6.
 19. Art. [52 \(1\)](#), [54 \(2\)](#) EPC.
 20. According to Art. [52 \(1\)](#) EPC, an invention does not only have to be novel in order to be patentable but also susceptible to industrial application, i.e. the invention must be capable of being made or used in any kind of industry, including agriculture ([Art. 57 EPC](#)).
 21. European Commission, [Guide to Intellectual Property Rights for FP6 projects](#), version 1 of 17.03.2004, p. 7.
 22. Art. 2 no. 24 Regulation 2321/2002/EC (fn. 3); Art. 1 no. 30 annex II RTD Model Contract (fn. 3).
 23. Art. 21 (6) Regulation 2321/2002/EG (fn. 3); Art. 32 (4) annex II RTD Model Contract (fn. 3).
 24. Art. 25 (1) Regulation 2321/2002/EC (fn. 3); Art. 35 (1) lit a) annex II RTD Model Contract (fn. 3).
 25. 25 See above.
 26. Art. 23 (2) Regulation 2321/2002/EC (fn. 3) and Art. 33 (3) annex II RTD Model Contract (fn. 3).
 27. Art. 23 lit b) and d) Regulation 2321/2002/EC (fn. 3) and Art.art. 33 (3) lit. b) and d) annex II RTD Model Contract (fn. 3).
 28. Art. 12 (1) annex II RTD Model Contract (fn. 3).
 29. Art. 23 (2) lit. b) Regulation 2321/2002/EC (fn. 3) and annex II Art. 34 (2) lit. b) annex II RTD Model Contract (fn. 3).
 30. Art. 23 (2) lit b) and d) Regulation 2321/2002/EC (fn. 3) and annex II Art. 34 (2) lit. b) and d) annex II RTD Model Contract (fn. 3).
 31. European Commission, [Guide to Financial issues relating to indirect Actions of the Sixth Framework Programme](#), version April 2004, p. 38.
 32. Community Research and Development Information Service.