

## DECLARATION OF TRANSFER OF RIGHTS TO RESULTS CREATED IN RESEARCH PROJECTS WHOLLY OR IN PART FINANCED BY THE EU COMMISSION

I the undersigned,.....  
(fill in full name, dob and national identity number)

shall be taking part as a project employee in project number.....  
(fill in number)

The project is wholly/partially (*strike out the word that does not apply*) financed by the EU's fifth/sixth (*strike out the word that does not apply*) framework programme in accordance with the contract which has been entered into/shall be entered into between the EU Commission and the University of Bergen.

The undersigned is aware that this contract gives the contracting party the right to the knowledge produced in the project, and requires that the project results shall be administered by the University of Bergen, and that the university, in accordance with the same contract, undertakes to enter into agreements with/secure declarations from the project personnel who otherwise could have claimed the rights to the project results. This declaration ensures that the rights to the project results will be exercised in such a way that is compatible with the University of Bergen's contractual obligations to the EU Commission.

### Background:

The EU Commission's definition of knowledge, and provisions relating to ownership rights and the handling of the results:

### Fifth framework programme:

**“Knowledge:** means the results, including information, arising from any project covered by Decision No 182/1999/EC of the European Parliament and of the Council of 22 December 1998 concerning the Fifth Framework Programme of the European Community for research, technological development and demonstration activities (1998 to 2002) (hereinafter referred to as the “Fifth Framework Programme”), as well as copyright or rights attaching to the results following applications for, or the issue or registration of, patents, designs and models, plant varieties, additional certificates or other similar forms of protection”.

### Sixth framework programme:

Article II.1.14 Definitions in the Model Contract, Annex II General Conditions:

**”Knowledge:** means the results, including information, whether or not they can be protected, arising from the project governed by this contract, as well as copyrights or rights pertaining to such results following applications for, or the issue of patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.”

Article II.32.1 – Right of ownership to knowledge:

**”Knowledge shall be the property of the contractor carrying out the work leading to that knowledge.”**

Article II.32.3.: **”If personnel working for a contractor are entitled to claim rights to knowledge, the contractor shall take steps or reach appropriate agreements to ensure that**

