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IP Helpdesk

**FACT
SHEET**



IP Management in Horizon Europe Marie Skłodowska-Curie Actions

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I. Introduction

Effective management of intellectual property (IP) is a vital component of any successful project within the Horizon Europe framework programme. Marie Skłodowska-Curie Actions (MSCA) are no exception: participants are strongly encouraged to familiarise themselves with the relevant IP rules and to establish a tailored strategy for the protection and exploitation of research results and intellectual property generated within their projects.

This fact sheet outlines the main IP-related issues that participants in Marie Skłodowska-Curie Actions should consider at different stages of their projects. It also explains the specific IP rules of the model grant agreements, along with the content of other agreements commonly used in MSCA. Current and future beneficiaries should be aware that Marie Skłodowska-Curie Actions follow, with a few exceptions, the main Horizon Europe IP-related rules. Thus, we strongly encourage you to read our IP Guide [“Your Guide to IP management in Horizon Europe”](#) before continuing to read this fact sheet.

II. Understanding the Marie Skłodowska-Curie Actions

Opportunities for researchers and small and medium enterprises (SMEs)

Horizon Europe (HEU) is the European Union’s current framework programme for research and innovation, aimed at enhancing Europe’s global competitiveness and leadership. The programme is structured into three pillars: “Excellent Science”, “Global Challenges and European Industrial Competitiveness” and “Innovative Europe”.

The “Excellent Science” pillar aims, among other objectives, to support world-class scientists and researchers by providing training and career development opportunities. Within this pillar, the Marie Skłodowska-Curie Actions specifically fund activities that enable researchers to work abroad and collaborate with private companies, helping them acquire the skills and competences needed for a successful career in both the public and private sectors. This set of actions which are managed by the Research Executive Agency (REA) of the European Commission, consists of:

- **Doctoral Networks (DN):** supporting programmes for doctoral candidates usually provided by a network of universities, businesses and research institutes;
- **Postdoctoral Fellowship (PF):** an individual grant allowing postdoctoral researchers undertaking mobility between countries (in Europe or outside Europe), optionally to the non-academic sector to pursue his/her research;
- **Staff Exchange (SE):** a short-term staff exchange scheme fostering collaboration between universities, research institutions or non-academic organisations based in Europe or in third countries, to develop careers combining scientific excellence with exposure to other

countries and sectors;

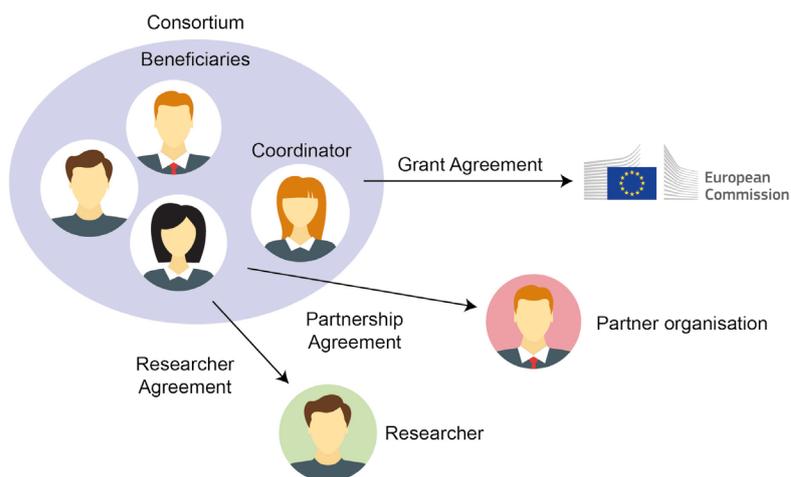
- **Co-funding of Regional, National and International Programmes (COFUND):** a co-funding mechanism providing an extra financial support to national, regional and international research mobility programmes;
- **MSCA and Citizens:** A Europe-wide initiative dedicated to popular science and engaging learning, carried out through the organisation of the European Researchers' Night. These events showcase the real contribution of researchers to society in interactive and accessible ways, while also encouraging young people and their families to consider careers in research. This is an opportunity for SMEs to integrate some of the best researchers of the scientific community into their research projects and gain access to resources of academic organisation.

Application

In the MSCA, as in other Horizon Europe initiatives, project funding is awarded through competitive calls for proposals, which are published on the [EU Funding & Tenders Portal](#). All eligible proposals are evaluated by independent experts. Coordinators of proposals that successfully pass the evaluation stage are then invited to enter into a Grant Agreement with REA.

Entities involved

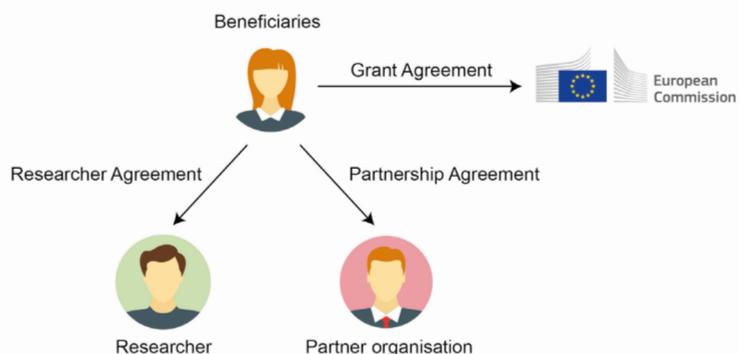
MSCA projects involve various entities, each with distinct roles, rights, and obligations. To properly understand the IP rules that apply, it is essential to first identify these different entities.



A beneficiary is a legal entity, other than the REA, that signs the Grant Agreement. Beneficiaries may include universities, public or private research centres, SMEs, large enterprises, and similar organisations. Collectively, all beneficiaries form the project consortium.

Not all MSCA programmes involve multiple beneficiaries. **PF** and **COFUND** are mono-beneficiary projects, meaning that only one organisation signs the Grant agreement with the REA. In contrast, projects where more than one organisation concludes the Grant agreement are referred to as **multi-beneficiary** projects.

Beneficiaries are represented by the **coordinator** in all communications with the REA. In the case of **PF**, the researcher may act as the proposal coordinator for the purpose of submitting the application. In these projects, the researcher applies jointly with an organisation (the beneficiary), rather than the organisation applying alone. However, once the call deadline has passed, the beneficiary becomes the single official contact point.



In many cases, organisations other than beneficiaries also take part in MSCA projects. These entities are commonly referred to as **partner organisations**. Their main role is typically to facilitate the mobility of MSCA Fellows during the project.

Researchers or MSCA Fellows are central to any Marie Skłodowska-Curie Actions. Beneficiaries are generally requested in these projects to sign contracts with the Fellows (i.e. the researcher agreement), establishing the rights and obligation of both parties in accordance with the rules of the Grant Agreement.

III. Intellectual Property: A Key Element at Every Stage of the Project

IP is crucial at every stage of an MSCA project, as it is in any other Horizon Europe project. Gaining a clear understanding of the IP-related issues that arise at different stages is therefore important to ensure effective and efficient management of the projects.



IV. Proposal Stage

Before drafting the proposal, applicants should carefully review all documents related to the call and familiarise themselves with the specific IP rules applicable to the Marie Skłodowska-Curie Actions. In particular, the following documents are of key importance regarding IP:

- the [Rules for Participation \(RfP\)](#), for the general legal framework;
- the specific [Model Grant Agreement](#) applicable to this programme;
- the [Annotated Model Grant Agreement](#), providing useful guidance for the understanding and interpretation of the clauses of the contract including those related to IP issues;
- the Work Programmes summarising the conditions surrounding the call for proposals (including possible specific IP rules);
- the [Guides for Applicants](#) applicable to the specific call which may help to identify the concrete evaluation criteria that may take IP issues into consideration;
- the Horizon Europe [Online Manual](#), which explains important aspects that beneficiaries may encounter when they are preparing and participating in HEU projects;

Moreover, at this stage it is equally important to take into account the following IP-related issues in order to ensure the success of the project.

Assessing the state of the art

Based on the criteria set out in the Rules for Participation, project excellence is one of the fundamental principles guiding the submission, evaluation, and selection of proposals.

Proposals must therefore demonstrate a high level of scientific and technological quality. In certain actions (e.g. PF), applicants are required to highlight the originality and innovative character of their project, and to explain how it is expected to go beyond the current state of the art. It is therefore advisable to carry out a bibliographic search to assess and demonstrate the current state of the art in the project's field. In this context, **searches in patent databases** play a crucial role and should be included as part of the process.

Project name and acronym

Applicants are required to choose a project name and acronym already at the proposal stage. However, they must ensure that these are not already protected as trademarks by third parties. While this has no impact during the proposal phase, it can cause serious complications during project implementation if the proposal is successful. If a trademark owner notifies you of an infringement, specific steps must be taken to resolve the issue. This could even require changing the project's name, which may affect all dissemination activities of the project. (e.g.

public project website, communication materials etc.).

To prevent trademark infringement, applicants should avoid selecting a name or sign that is identical or similar to a registered trademark owned by a third party in the same area of business. Conducting searches in trademark databases is therefore strongly recommended.

Strategy for the dissemination and exploitation of the project results

Already at the proposal stage, under the “**Impact**” section, applicants in most MSCA programmes (PF, DN, and COFUND) must describe the expected impact of their project, including the practical measures they plan to take to ensure effective dissemination and exploitation of results. Given the importance of this section in the evaluation process, it is highly recommended to draft it carefully and well in advance, taking into account the principles of the [European Charter for Researchers](#).

In addition, a well-developed plan for the protection and exploitation of intellectual assets is often essential to demonstrate not only the credibility of the project idea, but also the likelihood that its results will strengthen European competitiveness in the relevant research field.

V. Grant Agreement Preparation Stage

Grant Agreement

The main purpose of the preparation phase is to refine the scientific and technical details of the project and to gather the financial and legal information required for drafting the grant agreement. Before starting this process, applicants are encouraged to carefully review the relevant Model Grant Agreement, as it provides important guidance on the IP rules that will apply once the project begins.

In this context, Annex V of the Model Grant Agreement, covering “Specific Rules on IPR” as well as the “Specific Rules on Communication, Dissemination and Visibility” is particularly relevant. This Annex sets out most of the obligations related to intellectual property, including rules on ownership, transfer, protection, use and dissemination of results, as well as provisions on the identification of and access to background.

It is important to emphasise that, unless explicitly stated otherwise, the provisions of the Grant Agreement are non-negotiable. They define the rules on the use and dissemination of intellectual property rights that apply to all Horizon Europe projects.

The IP rules in detail

The IP provisions in the MSCA Model Grant Agreements (Article 16 and Annex V) are largely identical to those applicable to any Horizon Europe project. However, certain specific provisions also apply and will be highlighted below. It is therefore essential for project beneficiaries and researchers to be well informed about their rights and obligations under the Grant Agreement, including the IP rules, to ensure a smooth negotiation and effective project implementation.

A copy of the Grant Agreement or explanatory document should also be provided to researchers.

a) Access Rights

Access rights refer to the rights to use another beneficiary's results or background. They are particularly relevant in multi-beneficiary actions, where several participants collaborate to implement a joint project. These rights enable participants to benefit from each other's knowledge and fully leverage their collaboration. To this end, participants must identify the relevant background for their action in a written agreement.

In line with the general rule in Horizon Europe, access rights to another participant's results and/or background information should only be granted to a requesting participant if they need such access in order to carry out the project or use their own results.

The chart below provides a brief summary of the main rules governing the access rights granted in MSCA for the implementation of the project and/or for the exploitation of the results.

Access rights to background and results		
	Background	Results
Project implementation	Royalty-free, unless otherwise agreed before acceding to the Grant Agreement.	Royalty-free
Use of its own results (exploitation or further research)	On fair and reasonable conditions.	

b) Results ownership

As a general rule in Horizon Europe projects, the results generated within a project remain the property of the beneficiary that generated them.

This general default rule under Horizon Europe means that project results are, in principle, owned by the beneficiary institution participating in the project, not by the individual researcher or any other organisation. The same principle applies to results generated by a researcher during a secondment at a partner organisation or at another participant's premises (other than those of the appointing beneficiary). In such cases, ownership of the results stays with the beneficiary that appointed the researcher, in line with Horizon Europe rules.

Nevertheless, this general ownership regime is only a default rule, and participants may decide to establish a different ownership system and agree to transfer the ownership of the results created during a secondment to the organisation hosting the researcher. Granting a licence is another option that participants may consider.

When considering a transfer, participants of Marie Skłodowska-Curie Actions must comply with the general obligation concerning the **transfer of results**.

- (i) The transfer should be done through an **agreement** where the owner should ensure that its contractual obligations with respect to protection, dissemination, exploitation, and the granting of access rights are passed on to the new owner (the "assignee"), as well as by the latter to any subsequent assignee;
- (ii) The owner must give **prior notice to the other consortium partners** (when relevant), with sufficient information about the new owner;
- (iii) If a beneficiary intends to transfer results to a partner organisation established in a **non-EU country that is not associated**¹ to Horizon Europe, the European Commission may need to be notified in advance. The Commission may object to such a transfer if the Grant Agreement contains a specific clause to this effect. It is therefore essential to check your Grant Agreement carefully to determine whether this notification requirement applies to your project.

Consortium Agreement

The Consortium Agreement is a contract between the beneficiaries that sets out internal arrangements concerning work organisation, IP management, liability, and other matters of mutual interest. It should cover all rights and obligations of the beneficiaries related to these issues that are necessary for the proper execution of the project. The REA is not a party to this agreement and does not review or verify its content.

The IP provisions in the Consortium Agreement are complementary to those in the Grant Agreement. While the Grant Agreement sets the general framework, the Consortium Agreement

¹ See here the list of [countries](#) associated to Horizon Europe.

addresses project-specific aspects (e.g. the specific background that beneficiaries agree to grant access to) and supplements elements not fully defined in the Grant Agreement (e.g. rules on joint ownership). Furthermore, it is **strictly limited by the content of the Grant Agreement** since it is not allowed to contradict or negate the provisions enclosed therein. *The basic principles to follow when drafting a Consortium Agreement is to provide flexible and efficient mechanisms to support the co-operation between the parties, to encourage protection and maximum exploitation of results as well as to ensure a swift dissemination thereof.*

Unless otherwise provided in the work programme or in the call for proposals conditions the Consortium Agreement is mandatory in Horizon Europe multi-beneficiary projects (Data Sheet 1 of the Model Grant Agreement).

There is no binding model for the Consortium Agreement, and the European Commission does not impose any given structure or content which it must include (beyond the obligation to be aligned the Grant Agreement and not contradict it²).

Examples of IP-related provisions that should be addressed in the Consortium Agreement include the following:

a) Identification of the background

Since Horizon Europe requires beneficiaries to identify the background in a written agreement, the Consortium Agreement can serve as a suitable agreement for this in multi-beneficiary projects. This identification may be carried out by agreeing on a positive list (knowledge and IPR included) and/or a negative list (knowledge and IPR excluded).

b) Protection, dissemination and exploitation of results

Considering that parties may have differing interests regarding the dissemination of results (e.g. publishing vs. keeping them confidential), the Consortium Agreement should establish clear rules on how results will be identified, reported, protected, disseminated, and exploited.

c) Ownership of results

The model grant agreements establish a default joint ownership regime, which applies in the absence of any other arrangement. However, beneficiaries are free to define a different ownership regime for their project. The Consortium Agreement is the appropriate place to set out such provisions, ensuring that at least a default ownership regime is agreed upon that best

² The European Commission published a guidance "[How to draw up your consortium agreement](#)" providing practical recommendations on the main issues that beneficiaries should consider when negotiating this contract. While this document was drafted at the time of Horizon 2020 (i.e. before Horizon Europe took effect), its content is still perfectly relevant to Horizon Europe beneficiaries.

reflects the partners' needs.

In case a project result is jointly owned by several beneficiaries, the joint owners must agree in writing on the terms of their joint ownership (see Annex V, section "Ownership of results"). The Consortium Agreement represents an opportunity to set up the basic rules of joint ownership, or at least the basis on which any agreement between the joint owners may negotiate and set up the management of jointly owned results. In many cases, tailored joint ownership agreements are concluded on a case-by-case basis between the respective co-owners once a specific result has been created. Alternatively, beneficiaries may decide to adopt a different regime altogether. Once results have been generated, joint owners may agree in writing to replace joint ownership with another arrangement, for example, transferring ownership to a single beneficiary while granting access rights to the others.

As no binding or official model of the agreement exists, several organisations have developed different models for consortium agreements³ with the intention to create a contractual framework that helps Horizon Europe beneficiaries draft their own agreement. These models are, however, only examples and not one-size-fits-all contracts. Moreover, most are not specifically designed for MSCA projects and therefore do not fully reflect the rules governing these actions. A thorough analysis is therefore required to determine which model best suits the specific characteristics of your project. The consortium should then adapt and reshape the chosen model to meet its particular needs.

The models currently available are the following:

- **DESCA Model:** It sets a contractual framework seeking to balance the interests of all the main participant categories in Horizon Europe research and innovation projects: large and small firms, universities, public research institutes and Research and Technology Organisations (RTOs). Based on the DESCAs model, BAK (a working group of EU funding advisors at German universities and colleges) has developed its consortium model specifically tailored to MSCA DN and SE projects⁴.
- **EUCAR:** This model was designed to address the needs of the automotive industry and includes provisions that encourage the exploitation and dissemination of project results. While it is less detailed than other models, it offers alternatives for regulating access rights and managing background.
- **M-CARD-HEU:** Its purpose is to meet the needs of the ICT industry, and it contains several clauses that support the commercial exploitation of results. However, consortia in any scientific field are free to adapt and use it, not just those in the ICT domain.

³ These models have not been developed by the European Commission or under its supervision. Therefore, they cannot be considered official documents, but rather relevant informative resources.

⁴ See <https://www.uni-giessen.de/bak/dokumente>

The Partnership Agreement

In certain Marie Skłodowska-Curie Actions, partner organisations may also be involved in the project. This is the case, for example, in SE, PF, and DN. Although these organisations are not signatories of the Grant Agreement and do not receive EU funding, they play an essential role in the project, which may include:

- Providing research and transferable skills training (DN and COFUND);
- Providing secondment opportunities (SE, PF, DN and COFUND).

Partnership agreements should be concluded to regulate the relationship between beneficiaries and partner organisations, as well as to define the framework for secondment periods. Beneficiaries must ensure that these agreements comply with their obligations under the Grant Agreement and, where applicable, the Consortium Agreement.

No official model for the partnership agreement is available. Some organisations have however created their own models for some MSCA projects ⁵.

What to include in Partnership Agreements?

- The commitment of partner organisation to implement the project in accordance with the provisions of the Grant Agreement and the description of work;
- The obligations of partner organisations towards the researcher during the secondment period;
- Costs;
- Audit rights of REA;
- Confidentiality;
- Ownership of results;
- Information and reporting obligations of partner organisations towards beneficiaries;
- Rules on the acknowledgement of EU financial support and other communication obligations.

5.4 The Researcher Agreement

In MSCA projects, it is mandatory for the appointing beneficiary and the researcher to conclude an agreement regulating their relationship. This agreement must be consistent with the beneficiary's obligations under both the Grant Agreement and, where applicable, the Consortium Agreement. No official model for this agreement is available.

a) Confidentiality

Beneficiaries in MSCA projects are bound by confidentiality obligations stemming from

⁵ [KoWi](#), a joint service platform of German research organisations, developed a [Partnership Agreement Template](#) for MSCA PF projects.

the Grant Agreement and the Consortium Agreement. The researcher agreement should therefore establish the confidentiality obligations of researchers in detail, in order to reflect the beneficiary's own obligations.

An information session or explanatory document regarding these confidentiality obligations (and consequences of their breach) could be considered as a management measure to ensure a full commitment and understanding by researchers.

b) Ownership of results

As noted earlier, results generated in Marie Skłodowska-Curie Actions are intended to belong to the beneficiaries. However, since the results are created in practice by the researchers, they may be entitled to ownership of their creations under national laws.

If this situation arises in a given project, the beneficiary should ensure that the agreement with the researcher explicitly states that the results are owned by the beneficiary or, at a minimum, that the beneficiary is granted sufficient user rights.

c) Access Rights

Beneficiaries must ensure that the researcher has the necessary rights to use all relevant background and results in the action for the proper implementation of their research.

d) Publication of academic papers and protection of project results

Project beneficiaries in MSCA projects are required to protect project results when justified, using the appropriate mechanisms. In some cases, this may involve treating a result as a trade secret, which means it must not be disclosed to the public in order to allow for proper commercial exploitation. If a project result is to be protected through a patent, it must be kept confidential at least until the patent application has been filed. Therefore, it is essential to ensure that researchers do not publish academic papers that could render the result unprotectable by disclosing it prematurely.

For this purpose, a mechanism should be put in place between the researcher and the institution to ensure that this does not happen.

Grant Agreement	<ul style="list-style-type: none"> • concluded between REA and participants/beneficiaries • models available on the Participant Portal
Consortium Agreement	<ul style="list-style-type: none"> • concluded between participants/beneficiaries • no official model is available, but several templates available
Partnership Agreement	<ul style="list-style-type: none"> • concluded between participants/beneficiaries and partner organisations (not signatories of the grant agreement) • no official model is available
Researcher Agreement	<ul style="list-style-type: none"> • concluded between participants/beneficiaries and researchers • no official model is available

VI. Implementation Stage

From an IP perspective, the implementation stage is particularly important, as the exploitation and dissemination of results are central objectives of every Horizon Europe project.

In Horizon Europe, there is an obligation to disseminate project results without undue delay. **Dissemination** in this context refers to making results publicly available through appropriate channels. Scientific publications, general information on websites or conferences are some examples of potential dissemination activities.

Furthermore, in all Horizon Europe projects, each beneficiary is required to provide **open access**—that is, free online access for any user—to all peer-reviewed scientific publications related to its results.

To assist beneficiaries in developing an effective communication, dissemination and exploitation strategy, the European Commission has prepared certain guidelines:

- [Communicating about your EU-funded project](#)
- [Dissemination and Exploitation](#)

No dissemination activity (including the publication of scientific articles) should take place until a decision on the protection of results has been made. This precaution is essential to avoid premature disclosures that could prevent effective protection, particularly through patents. Researchers should therefore be fully aware of the procedure to follow if they intend to publish an article, give a lecture, or present the project at a conference.

VII. Useful Resources

Sources of model Consortium Agreement:

- [DESCA](#)
- [BAK](#)
- [EUCAR](#)
- [M-CARD HEU](#)

Standard Application Forms (with elucidations):

- [For MSCA Postdoctoral Fellowship](#)
- [For MSCA Doctoral Networks](#)
- [For MSCA Staff Exchange](#)
- [For MSCA Co-funding of Regional, National and International Programmes](#)

For further information please also see:

- IP Guide: [Your Guide to Intellectual Property Management in Horizon Europe](#)
- IP Guide: [Your Guide to Open Science in Horizon Europe](#)
- IP Guide: [Successful Valorisation of Knowledge and Research Results in Horizon Europe](#)
- Bulletin: [European IP Helpdesk Bulletin / October 2021: Horizon Europe](#)
- [Horizon Europe Annotated Model Grant Agreement](#)
- [Information package for MSCA fellows](#)

Our main goal is to support cross-border SME and research activities to manage, disseminate and valorise technologies and other IP rights and assets at an EU level. The European IP Helpdesk enables IP capacity building along the full scale of IP practices: from awareness to strategic use and successful exploitation.

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EVENTS

Meet us at key networking and brokerage events and conferences



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AMBASSADORS

Our regional ambassadors provide IP support throughout Europe



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