



European  
IP Helpdesk

# Your Guide to IP Management in International Business



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STAY AHEAD OF THE INNOVATION GAME

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*The purpose of this guide is to provide you with basic facts on Intellectual Property (IP) aspects in international business.*

*This guide does not claim to be exhaustive and is not an official document of the European Commission. It is provided as a service of the European IP Helpdesk.*

## Introduction



Taking your business international can be quite challenging and may entail a number of risks, especially for Small and Medium-sized Enterprises (SMEs). It may be intimidating to properly address all relevant financial and regulatory aspects linked to such a step, while at the same time reaching out to potential business partners abroad.

However, there are many rewards when taking the leap:

- **Availability of new markets:** Expansion might offer the possibility to conquer new territories and reach out to new consumers, hence, increasing sales.
- **Diversification:** On the one hand, it might increase the strength of your business, meaning that, even if your French branch is doing alright, maybe your Latin American one is not, and the stream of revenues will help compensate the situation. On the other hand, consumer taste varies from country to country. Therefore, you will be able to diversify the type of products you offer depending on the type of consumers in the respective market.
- **Access to talent:** Although retaining talent for your domestic business might be challenging, going abroad might give you access to new talent pools and enable you to integrate them into your permanent team.
- **Competitive advantage:** Taking the first step into a new market not yet covered by your national competitors, will give you a competitive edge. It will also help you gain access to new technologies or a new industry environment, which, in turn, will help you improve your operations. Last, but not least, going international will have a

positive impact on your image and your future business transactions (e.g. contract negotiations, marketing campaigns or further pursuing expansion).

- **Foreign investment opportunities:** New countries may imply new funding opportunities for your business, not only private, but also public, depending on the requirements and the impact that your company has on said country.

Before venturing into foreign markets, however, it is vital that you protect the Intellectual Property (IP) assets such as patents, know-how, trademarks or designs that are at the core of your company. IP incentivises innovation and will become particularly relevant to you as you internationalise your business. The loss of business, revenue, reputation and competitive advantage caused by IP infringement would affect you both in your original and in your export markets, while an inadequate protection of your creations would definitely jeopardise your business. However, proper market analysis and adopting a suitable IP strategy will ease your access to finance helping you increase your revenues and overall visibility.

This guide intends to outline the basic steps you should take in terms of IP management, before expanding your business abroad.

## 1. Drafting Your IP Inventory



<i>IPR</i>	<i>Protection</i>
<b>Patent</b>	Any invention, product or process that offers a new way of doing something or provides a new solution to a problem
<b>Utility Model</b>	Minor inventions or minor improvements of existing products
<b>Design</b>	Ornamental or aesthetic aspects of a product
<b>Trademark</b>	Any sign capable of distinguishing your goods or services from your competitors'
<b>Copyright</b>	Literary and artistic works: music, books, paintings, computer programmes, databases, etc.
<b>Trade Secrets</b>	Any information that is not generally known, confers a competitive edge and is subject to reasonable efforts to maintain its secrecy
<b>Geographical Indications &amp; Appellations of Origin</b>	Signs used on goods with a specific geographical origin and which possess qualities, reputation or characteristics mainly related to that place of origin

Make sure you clearly identify what trademarks, patents, utility models, designs, and copyrights belong to your company and the products or services you intend to export abroad. To this end, two actions become relevant:

1. IP Due Diligence
2. IP Audit

### IP Due Diligence

Due diligence refers to a set of actions (identification, monitoring, risk assessment) directed towards gathering as much information as possible on the value and risks associated to a company's intangible assets. In a nutshell, due diligence involves an appraisal of the real and appropriate value of the concerned IP and the IP related risks that buyers might incur. This is often done when a potential partner is interested in licensing-in a company's IP.

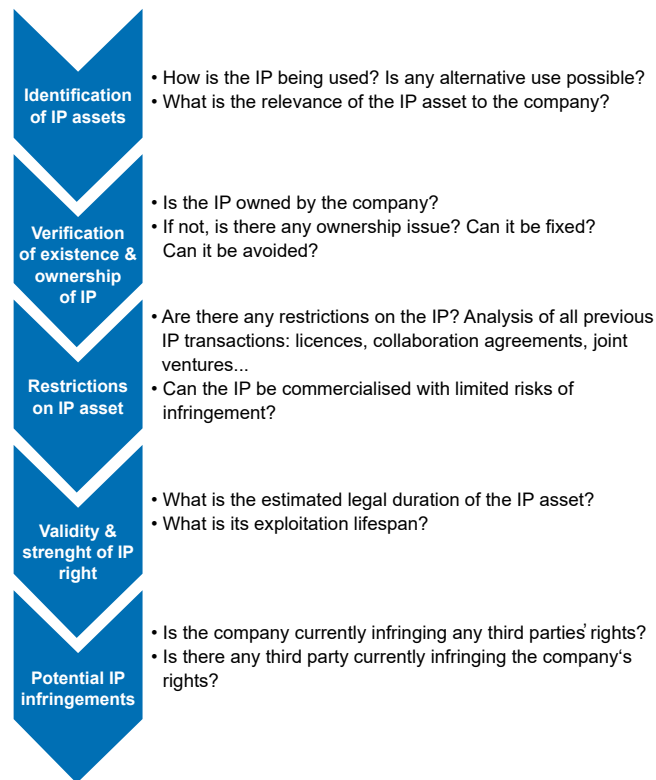


#### Why should you conduct an IP due diligence?

To help your IP manager to:

- define the IP development and commercialisation strategy
- detect risks connected to your company's assets
- take appropriate actions regarding IP protection and enforcement
- reduce the risks of third parties' right infringements

### Steps in an IP due diligence



**Keep in mind that these actions should be performed by an IP professional.**

## IP Audit

Through an IP audit you are submitting all your IP assets (owned, used or acquired) to a systematic, thorough and solution-focused review to determine their legal status, value, potential risks and means of protection and capitalisation.



### Why should you perform an IP audit?

IP audits help you to identify and evaluate your IP assets, plus it enables you to anticipate and manage the risks that could be linked to your IP assets.



### How is the audit performed?

- Collection of background information regarding the IP inventory and ownership, protection of assets and use assigned, information regarding infringements (both by the company and regarding the company's asset) and IP management
- SWOT analysis: analysis of the IP assets that will determine their Strengths, Weaknesses, Opportunities and Threats.
- Sometimes, as part of an IP audit, an IP valuation can be performed.

## IP Valuation

IP valuation subsumes a set of techniques used in the market to put a value on intangible assets, such as IPR.



### Why should you perform an IP valuation?

When negotiating agreements, whether it is to sell or license your IP, you need to agree with your counterpart on a price. Hence, if you want to ensure that both parties are engaging in a fair deal, it is essential to know the value of the IP asset in question.



### How is the valuation performed?

- **Qualitative approach:** Here, the valuation is performed through the analysis of different aspects and their impact on the value of the IP asset (e.g. legal aspects, technology level of the innovation, market details and company organisation).
- **Quantitative approach:** This approach comprises several methods:
  - *Cost-based method.* This method is based on the assumption that there is a direct relation between the costs expended in the development of the IP and its economic value.
  - *Market-based method.* This method relies on the estimation of value based on similar market transactions of comparable IPR in terms of utility, technological specificity, property and how the asset is perceived by the market.
  - *Income-based method.* This method is based on the principle that the value of an asset is intrinsic to the expected income flow that it will generate.
  - *Option-based method.* This method takes into consideration any options and opportunities related to an investment relying on option pricing models for stock options.

**Whether in-house or outsourced, IP valuations should be performed by professionals and often require the involvement of experts from different fields.**

## Further Information

### Fact Sheets

IP Audit: uncovering the potential of your business  
IP due diligence: assessing value and risks of intangibles

## 2. Establishing a Strategy



After identifying one or more countries you want to target, make sure you conduct extensive market research including a Freedom-to-Operate (FTO) analysis, especially if you plan on launching a new product there.

Depending on the nature of your business, the country you are targeting and your IP portfolio, you will then be able to determine whether you want to adopt an offensive or defensive IP strategy.

### **Business Plan**

A business plan is a strategic document that will lay out the details on how you envisage commercialising a given innovation and bringing it to the market: either by an existing company or through a newly created venture. This document should provide details on your company, the products and services offered, a description of the targeted markets, customers and competitors, description of the marketing strategy and the channels that will be used, a description of the business organisation and, finally, a financial plan.



#### *How is IP connected to this business plan?*

- IP owned by or accessible to your company will influence the way you will do business within a given country.
- With IP assets making up an essential part of your company's resources your business plan inevitably needs to address the question of IP management.
- A comparison between your IP and the one owned by or accessible to your competitors will help you determine the economic viability of the business.



## IP Strategy

Once you have clearly identified your IP assets and your business strategy, you need to establish your IP strategy, stating how you aim to use IP to achieve business success. There are two general types of IP to drive business success. In general, there are two types of IP strategies:

- **Offensive strategy:** The main goal is to protect your IP assets and to acquire external IP rights, when and where possible.
- **Defensive strategy:** The main objective is to eliminate or reduce risks by preventing competitors from exploiting your company's creations.

## Freedom-to-Operate Analysis

Freedom-to-Operate (FTO) is common practice in technology-intensive sectors. Indeed, in these sectors the number of existing patents can be overwhelming and, more importantly, they could block commercialisation of those products incorporating a conflictive patent. FTO entails analysing and ensuring that you have freedom to test, market or sell a product or a service in a specific geographical area. This is why many companies, before launching a product, seek to ensure that the commercial production, marketing and use of their new product, process or service does not infringe the IP rights of others.

FTOs should be performed by professionals since they involve an exhaustive review of patent literature. If a blocking patent is identified, and assuming that there is no ground to challenge its validity, the following options come into play:

- Purchasing the patent or obtaining a licence
- Cross-licensing or exchanging relevant licences between two companies

- Finding a way around, either by redirecting your researches or introducing changes to the products or services to be launched in order to avoid infringements
- Patent pools



### *What is being analysed during an FTO?*

- International records
- Expired patents
- Patents pending
- Prior art
- Competition infringement
- Government regulations (e.g. in the fields of food and drugs)

**Although mostly used for patents, FTOs do not refer exclusively to patents, they can also be performed in relation to trademarks, copyright and any other IP rights.**

### Fact Sheets

Intellectual Property and business plans  
Intellectual Property relevance in internationalisation

### References

World Intellectual Property Office – IP and Business: Launching a New Product: freedom to operate

When reaching out to potential business partners, contacts or investors, make sure you prepare a non-disclosure agreement to clearly establish the confidential nature of the information shared during meetings and potential sanctions to avoid any future problems or misunderstandings.

### ***Business and Financial Partners***

When looking for a partner abroad, there are several tools at your disposal:

#### ***EEN partner search tool***

The Enterprise Europe Network (EEN) manages Europe's largest online database of business opportunities. They provide you with a search tool that will enable you to look for business or academic partners to manufacture, distribute, co-develop and supply your products and services. You can access the database [here](#).

#### ***Access to finance***

There is another database managed by the European institutions helping you to look for available EU funding. Financing options include business loans, microfinance, guarantees, venture capital, and more. You can access this database [here](#).

#### ***Participation in trade fairs***

Trade fairs are among the most efficient marketing tools, especially for SMEs. They can help you attract new customers, provide you with the opportunity to analyse the competitive situation and help you test a

## **3. Finding Potential Business Partners**



specific product in the market, allowing you to then adapt your strategy accordingly. However, trademarks may also pose a risk of piracy and IP infringement.

When attending a trade fair, consider the following checklist:

- Identify, protect and prepare all documentation related to your IPRs in advance
- Avoid disclosing confidential information
- Protect your products from being photographed during the fair
- Get familiar with the trade fair regulations and services
- Consider and, if applicable, request an Exhibition Priority Certificate
- Identify potential infringers, monitor the event and be ready to take action

### Confidentiality Agreement

Confidentiality Agreements or Non-Disclosure Agreements (NDAs) are legally binding contracts setting the conditions under which one party discloses confidential information to another.

Entering into an NDA is advisable whenever it is necessary to brainstorm innovative ideas or showcase and discuss products or technologies with potential business partners, e.g. before engaging in negotiations for a licence agreement or an R&D project.

#### What kind of information can you protect through an NDA?

- Information that is not in the public domain
- Information that is still unknown by the counterpart

- Information that will not become publicly available other than through a breach of contract



#### What clauses should your NDA include?

- Identification of the parties
- Definition of what is considered as confidential information
- Permitted uses the receiving party can make of the information
- Limit of the counterpart's possibilities of disclosure
- What is the duration of the agreement?

**When drafting your NDA, you should be as thorough as possible as this will be the legal basis of your claim in case of breach of confidentiality by the other party.**

#### Fact Sheets

Intellectual property management at trade fairs  
Non-disclosure agreement: a business tool

#### References

UK Intellectual Property Office - Non-disclosure agreements

#### 4. Knowing Local IP Rules & Specifics



Although it is necessary to dedicate resources to exploring local markets, creating business plans, identifying business partners, evaluating investment options and understanding potential customers, it is equally important for you to consider your IP protection strategy. As part of this strategy, you should invest time to become familiar with local IP rules and specifics relevant to your business. For example, take into account that, although IP rules in the European Union have been harmonised, some differences still remain between certain member states.

Going overseas might entail more differences: not all IP legislations are adapting to new challenges at the same speed. The type and length of protection may vary from one country to another, requirements for registration and even registration time and costs may differ. You should also take into account the different legal systems: for instance, in the United States, ruled by precedent, Copyright exceptions have been built on the rule of “fair use” developed by the jurisprudence, while the EU has adopted a so-called “closed list” of exceptions (whose functioning and application may vary from one member state to another).

A few examples to illustrate the above:

- **Trademark:** Although graphical representation is no longer required (you can register a sound, for example) in Europe, not all countries have removed this requirement (for example, Chile still requires graphical representation in order for a trademark to be registered).
- **Copyright:** The protection granted through copyright may vary from country to country. For example, in Europe, the protection will last for the author's life plus 70 years, while in Mexico it will last for 100 years past the end of the author's life.

- **Patent:** In China, if a party that developed its invention in China, wishes to file a patent application in a foreign country first, then it will have to apply for a confidentiality examination before the China IP Office first. Such a requirement does not exist in the EU.
- **Utility Model:** Some countries do not provide for utility model protection, such as the United Kingdom or the United States.
- **Design:** In Europe, designs benefit from a 25-year protection period, whereas in Singapore the design will be valid for 15 years.

**Do not forget IP provisions in bilateral trade agreements. In each agreement, you can find a section on IP. These chapters seek to ensure a similar level of protection to that existing in the EU.**

### Trade Secrets

Given this varied international landscape, trade secrets may become more important and should not be overlooked. The term trade secret refers to any kind of information that is kept confidential in order to preserve a competitive advantage.

In order for a specific type of information to be classified as a trade secret, it needs to meet the following requirements:

- Information that is unknown or not easily accessible to a wide number of persons
- The information has a commercial value because it is kept secret
- The information has been subject to reasonable steps, by the person lawfully in control of the information, to keep it secret

**Although trade secrets do not entail registration costs, you might have to allow for related costs (e.g. for encryption, security measures, training for employees).**



#### How do you protect trade secrets?

- **Non-disclosure clause or agreements** to decrease the risk of disclosure by establishing obligations or sanctions in case of breach.
- **Non-compete clause or agreements** to regulate relationships with employees or business partners who will gain access to confidential information. These will establish the time period during which your former employee or partner must refrain from working for a competitor.
- **Non-solicitation clause** establishes the obligation of an employee not to solicit a company's client or customer for his own benefit or for the benefit of a competitor after leaving the company.
- **Other measures:** Restricting access to certain documents and areas of the company, document marking (it is crucial to let everyone know how to handle a document and its content) and employee training (what is the company's trade secret policy? How is confidential information handled?)



#### What are the benefits of using trade secrets?

- Easier protection since no registration is required and no examination process is involved
- Coverage of a wide range of information
- No registration costs
- Indefinite protection as long as the information is kept confidential

Although requirements for trade secret protection are mostly identical worldwide, make sure you check the targeted country for specificities. Indeed, trade secret requirements may vary slightly from one country to another and they may be enforced under different laws (under their own specific legislation, unfair competition...).

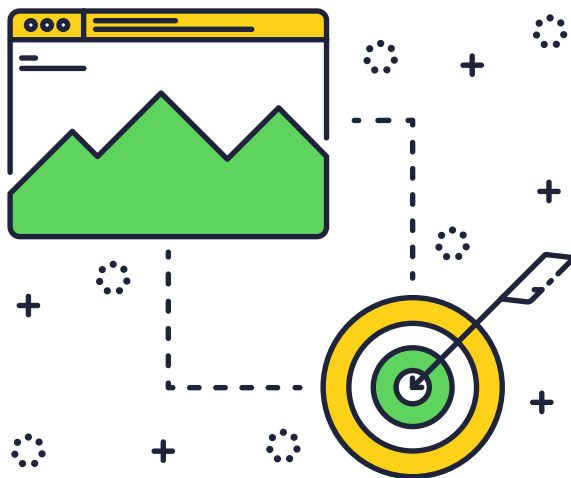
### Fact Sheets

Trade secrets: an efficient tool for competitiveness

### References

UK Intellectual Property Office - Non-disclosure agreements  
DG Trade – negotiations and agreements  
Latin America IPR SME Helpdesk  
South-East Asia IPR SME Helpdesk  
China IPR SME Helpdesk

## 5. Choosing the Right Business Model



From the very beginning, the IP regime within a business partnership must be in line with the objectives and the business model you want to adopt with your partner. As a general rule, you can either decide that the rights on any IP brought into a partnership will remain in the hands of its original owner, or to transfer ownership over said rights to an entity created solely for the purpose of the collaboration. Before actually entering into a partnership you should also clearly define and agree with your partner on how to handle potential future IP that may be created in the course of the cooperation (e.g. by dividing IP ownership and/or establishing licence agreements.). In the case of a Joint Venture, in which a new entity is usually created, IP ownership tends to be divided in shares predetermined as of the date of creation of the joint venture.

### *Joint Venture*

Joint Ventures can be defined as a business alliance between two or more independent venturers in order to undertake a specific project or achieve a certain goal by sharing the risks of the endeavour. Since Joint Ventures involve a combination of IP assets, partners need to agree on their initial contributions, responsibilities and obligations within and regarding the Joint Venture.



#### *What should you consider when forming a Joint Venture?*

- Background, foreground and access rights: You should clearly define what each of the partners brings into the project and also determine the ownership and rights regarding the results generated aspects of the joint venture.
- Conditions of acceptance of new members and exit for current partners

- Actions in case of insolvency of one of the partners
- Contributions of each partner
- Management structure of the Joint Venture
- In case of termination of the Joint Venture, you should outline what will happen with all IP and related rights that have been generated

### Licensing

In a licence agreement, the licensor (owner of the IPR) grants the licensee (any third party) permission to use its IP, according to the conditions and limits set in the contract. In a nutshell, a licence will allow its owner to make money by charging the licensee a fee in return for the authorisation to use said IP.



#### *What should you consider when licensing?*

- The type of licence: exclusive or non-exclusive
- The duration and geographical scope of the licence
- Does the licensee have the right to sublicense?
- Regarding future improvements, e.g. how should those be handed?
- Any questions related to payment (amount, type and terms)
- Warranties
- What should constitute an infringement of the contract and how will these infringements be treated?
- Governing law
- Dispute settlement (competent court or Alternative Dispute Resolution mechanism)

**Some countries may require registration of the licensing agreement.**

### Franchising

In a way, franchising could be considered as a “special” type of licence. Indeed, in this type of agreement, one party (franchisor) grants another one (franchisee) the right to use its trademark or trade name, business process or additional IPRs to produce and market a good or a service always in accordance with some specifications.



#### *What should you consider when franchising?*

- Check the country's regulation. The franchising regulation of franchising has not been harmonised in Europe and may vary outside the EU.
- Make sure you select your franchisees carefully as your success will depend on that.
- Franchise Disclosure Document where applicable (document containing information about the franchisor and the franchise organisation).
- Make sure your franchisee carries out a due diligence audit to detect any potential risks that may arise during the franchise.
- Overall, your franchise agreement should include the same elements as a licence agreement.

**Make sure to check locally applicable law. Some countries may require registration or set out requirements. For example, in Brazil the agreement must be registered in case the franchiser is based outside of Brazil.**



## Online

The easiest way to expand your business's outreach may be to go online with your business, as it will help you reach an increased number of potential customers fairly quickly.



### *What should you take into account?*

- Register your domain name in order to avoid cybersquatting
- Protect the elements of your website
  - Copyright will protect your database or any creative content from the website (pictures, videos, music and written material)
  - Trademarks will protect any distinctive signs included on your website, such as product and service names, business names or logos
  - Industrial Designs will protect graphic user interface and graphic symbols
  - Copyright and/or trade secrets to protect your software (source code or object code)

## Further Information

### Fact Sheets

Intellectual Property considerations for business websites  
IP joint ownership  
Commercialising IP: franchising  
Commercialising IP: licence agreements  
Commercialising IP: joint ventures  
Domain names and cybersquatting

### Guides

Guide to IP and contracts  
Guide to IP commercialisation

### References

UK Intellectual Property Office – skeleton licence agreement

## 6. Enforcing Your Rights



IP rights are valuable to your company and require effective protection. If a third party or a competitor infringes your IP rights, you should be ready to enforce them.

**In case of infringement, seek legal advice from an IP professional.**

There are different ways to enforce your rights:

### *Initial Enforcement Measures*

Cease and desist letters often prove to be a very effective and yet simple measure against infringers. They are often used as a first step before further actions become necessary.

Essentially, a cease and desist letter is a communication sent to the alleged infringer, asking them to put an end to a given infringing action.

Cease and desist letters have the advantage of providing an affordable, fast and amicable solution. As a downside, they may actually be ineffective. Therefore, taking additional measures might become inevitable. Still, they are useful as evidence in subsequent proceedings, showing that the IP owner tried to put an end to a given infringement and to reach an amicable solution on a given date.

### *Civil Actions*

Undertaking civil enforcement measures usually requires legal assistance. Depending on the applicable law and the type of case, self-representation is not allowed. In any event, these are complex and very technical issues, and therefore legal assistance is always recommended.

These measures are aimed at putting an end to the infringement and obtaining compensation for the damages.

Depending on their respective national law, civil courts usually offer different actions, which are taken in the following order:

- **Provisional measures** (e.g. interlocutory injunctions and seizures): to be taken at the earliest stage, intended to avoid potential infringements and to preserve relevant evidence.
- **Damages recovery measures:** to be applied once the infringement has taken place, and seek compensation for the damages suffered by the right holder, including lawyers' fees.
- **Post-trial enforcement proceedings:** to be initiated once litigation on IP infringement and damage recovery has come to an end, and intended to make the decision rendered by the court effective. In other words, this is usually an additional procedure before a court where, if a court has determined the infringement, the right holder essentially requests the court to order the infringer to pay the damages as determined in the court decision regarding the IP infringement.

**Civil litigation procedures or procedural rules (e.g. rules regulating the process, timing, costs, etc.) are governed by national laws.**

### **Criminal Actions**

Criminal sanctions related to IP infringement mostly apply in relation to counterfeiting and piracy, other types of IP infringement being only enforceable through civil actions.

Because crime is considered a matter of public interest, criminal cases are prosecuted by a public prosecutor and investigated by the police.

Available actions and procedures vary from one country to another according to the respective national provisions. Nevertheless, the EU provides for several mechanisms aiming to enhance police and judicial cooperation in criminal matters. This cooperation takes place, in particular, between national police forces, national administrations (in particular, customs services), and national judicial authorities – mainly through the mutual recognition of judgments and judicial decisions.

These proceedings constitute a particular challenge whenever the infringement has taken place in several countries and require coordination from all national authorities, including non-EU Member States.

### **Customs Actions**

Customs play an important role in identifying and preventing infringing goods from entering or leaving the country. In many countries, customs will have a register enabling you, as the right holder, to request authorities to prevent entry of infringing goods.

Your application will be limited in time. Such time lapse will vary from country to country (for example, in Europe the notice will be valid for a year, 10 years in China or, in Singapore, a notice will be valid for 60 days).

The contents of your application will depend on the country where you are filing it. You are usually required to provide a proof of the validity of the IPR within the territory concerned, an accurate and detailed description of

the original goods and the packaging, as well as a name and address of the person appointed by the right holder. Additionally, in some countries you may be required to pay a fee for their application (for example, China requires you to pay a fee of approximately 100 € for each right).

**Remember: These measures are only valid if it refers to IPR that are registered in the country where the application is filed.**

### Online Enforcement

While the advantages and opportunities for growth brought by the internet are undeniable, you should also be aware of its downsides. In this sense, the internet is an ideal platform for infringers to sell counterfeit products and commit fraud. The world wide web offers potential infringers a wide range of action and anonymity. Thus, it is essential for companies to be aware of the tools available to stop and prevent online infringement.

Firstly, you need to be able to identify the online infringement. The internet offers a vast and everchanging landscape for different types of infringements (e.g. trademark counterfeiting, piracy, domain name infringement, ad hi-jacking, screen scraping, etc.), which makes it very difficult to detect such infringements. Nevertheless, there are tools and services offered by specialised companies as well as law firms, to monitor online infringements and subsequently gather the necessary information to effectively tackle such infringements by IP enforcement measures.

Once the necessary information has been gathered, you should develop an online enforcement strategy in order to tackle current infringements

and decrease potential ones in an economically effective way. The most well-known, affordable and simplest online enforcement tools are notice and take-down systems, by means of which you can file a complaint directly on the website where the infringement has been detected so the concerned product is literally “taken down” from the website. However, not all websites might offer you this option, so you may need to resort to other means to enforce their rights (for example, approaching internet service providers and payment providers in order to identify the infringers behind these sites).

However, with counterfeiting and piracy becoming more sophisticated due to the quick evolution of technology, notice and take-down systems are increasingly considered insufficient as an online enforcement measure.

### Alternative Dispute Resolution

When drafting the agreement with your business counterpart, you might both have agreed to resort to Alternative Dispute Resolution (ADR) methods in case of conflict. Or, a conflict may already exist and in the interest of maintaining your commercial relationship, you have both agreed on ADR measures.

ADR mechanisms include several procedures that will ideally allow you and your partner to resolve your dispute out of court, in a private environment, with the assistance of one or more qualified neutral intermediaries of your choice. As such, ADR includes the following procedures:

- **Mediation:** Informal procedure where a neutral intermediary will assist the parties in reaching a settlement for their dispute.

- **Arbitration:** Binding procedure where the dispute is submitted to one or more arbitrators who make a final decision on the dispute.
- **Expedited arbitration:** Arbitration procedure carried out in a short time lapse and at a reduced cost.
- **Mediation followed, in the absence of settlement, by arbitration**
- **Expert determination:** In this procedure the question at stake is of technical, scientific or business related nature. Said issue is submitted to an expert who will make a determination on the matter. This determination will be binding, unless agreed otherwise by the parties.

Nature of IP Dispute	Court Litigation	Arbitration	Mediation
International	<ul style="list-style-type: none"> <li>• Multiple proceedings, multiple jurisdictions, different laws = risk of conflicting results.</li> <li>• Potential or actual advantage for the party litigation in its own country</li> </ul>	<ul style="list-style-type: none"> <li>• Single proceeding according to the law determined by the parties</li> <li>• Arbitral procedure + nationality of the arbitrators can be neutral regarding the parties' own nationality</li> </ul>	<ul style="list-style-type: none"> <li>• Single proceeding determined by the parties and the mediator</li> <li>• Mediation procedure + nationality of the mediator can be neutral regarding the parties' own nationality</li> </ul>
Technical	<ul style="list-style-type: none"> <li>• Decision maker might not have the relevant expertise</li> </ul>	<ul style="list-style-type: none"> <li>• Parties can select an arbitrator with relevant expertise</li> </ul>	<ul style="list-style-type: none"> <li>• Parties can select a mediator with relevant expertise</li> </ul>
Urgent	<ul style="list-style-type: none"> <li>• Lengthy procedures</li> <li>• Injunctive relief available only in certain jurisdictions</li> </ul>	<ul style="list-style-type: none"> <li>• Arbitrator(s) and the parties can shorten the procedure</li> <li>• Arbitrator(s) may render provisional measures. The parties are NOT precluded from seeking court injunction</li> </ul>	<ul style="list-style-type: none"> <li>• The procedure will be conducted in the manner decided by the parties</li> <li>• Parties can determine the duration of mediation</li> </ul>
Requiring Finality	<ul style="list-style-type: none"> <li>• Possibility of Appeal</li> </ul>	<ul style="list-style-type: none"> <li>• Limited appeal options</li> </ul>	<ul style="list-style-type: none"> <li>• Settlement agreement is binding between the parties as a matter of contract law</li> <li>• Parties can decide to switch to arbitration</li> </ul>
Confidential/ tackling trade secrets and risk to reputation	<ul style="list-style-type: none"> <li>• Public proceedings</li> </ul>	<ul style="list-style-type: none"> <li>• Proceedings and award are confidential</li> </ul>	<ul style="list-style-type: none"> <li>• Proceedings and outcome are confidential</li> </ul>

## The European IP Helpdesk

We believe that knowing how to manage your IP effectively, can help you promote your business or maximise the impact of your research & innovation project – make sure you stay ahead of the innovation game.

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.

This strengthening of IP competencies focuses on EU SMEs, participants and candidates in EU-funded projects and EU innovation stakeholders for an increased translation of IP into the EU innovation ecosystem.

## Further Information

### Fact Sheets

- IP enforcement: asserting your rights
- Defending and enforcing IP
- Collection of evidence
- Alternative Dispute Resolution mechanisms

### Guides

- 10 steps to find a suitable IP professional

### References

- Latin America IPR SME Helpdesk
- China IPR SME Helpdesk
- South-East Asia IPR SME Helpdesk
- European Commission – Intellectual Property Rights, Facts and Figures
- European Commission – Enforcement of intellectual property rights



## GET IN TOUCH

Please feel free to get in touch with us  
anytime for further information or if you have  
questions regarding our services.

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The European IP Helpdesk is managed by the European Commission's Executive Agency for Small and Medium-sized Enterprises (EASME), with policy guidance provided by the European Commission's Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs (DG Grow).

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