



# Open Innovation

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# What is the difference?

1



R&D +  
commercialization within  
the boundaries of one  
firm → CLOSED  
innovation

3

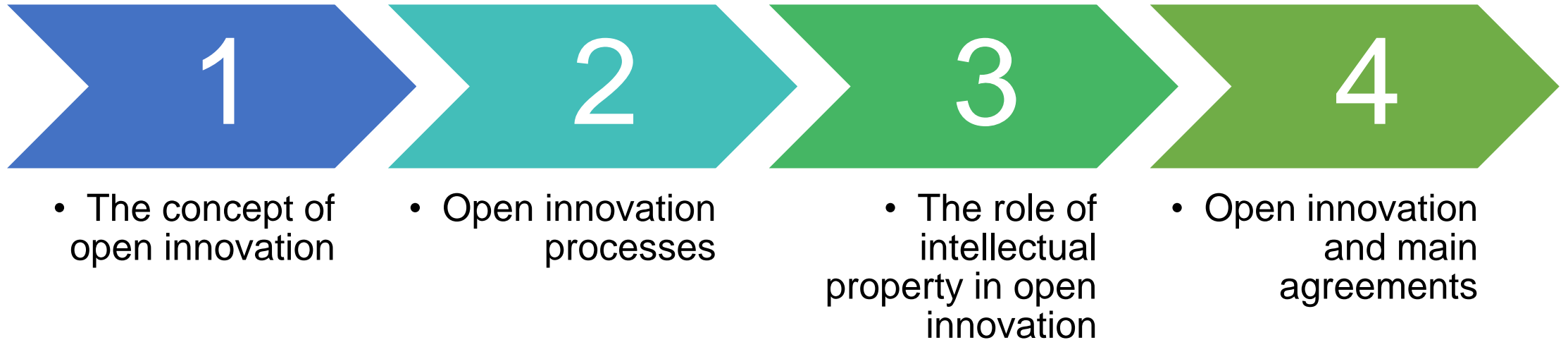
2



R&D by one firm,  
commercialization by  
another → OPEN  
innovation

R&D in collaboration →  
OPEN innovation





# The Concept of Open Innovation

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## Chesbrough (2003)

- Open Innovation is a paradigm that assumes that firms can and should use external ideas as well as internal ideas, and internal and external paths to market, as firms look to advance their technology.



## Chesbrough, Vanhaverbeke & West (2006)

- Open innovation is the use of purposive inflows and outflows of knowledge to accelerate internal innovation and expand the markets for external use of innovation, respectively.



## Chesbrough and Bogers (2014)

- Open innovation is a distributed innovation process based on purposively managed knowledge flows across organizational boundaries, using pecuniary and non-pecuniary mechanisms in line with their organization's business model.

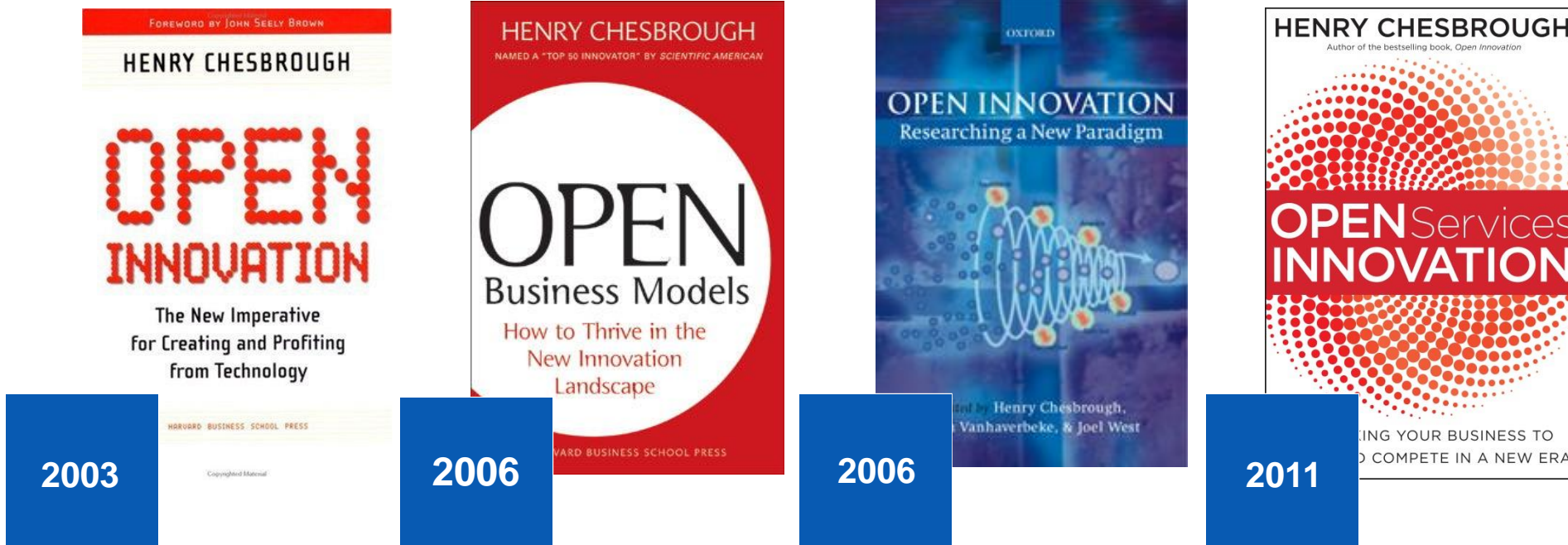


## Wallin & Von Krogh (2010)

- Open innovation, refers to companies exchanging ideas, knowledge, and technology with external others in order to improve efficiency, effectiveness, and the management of risk in the innovation process

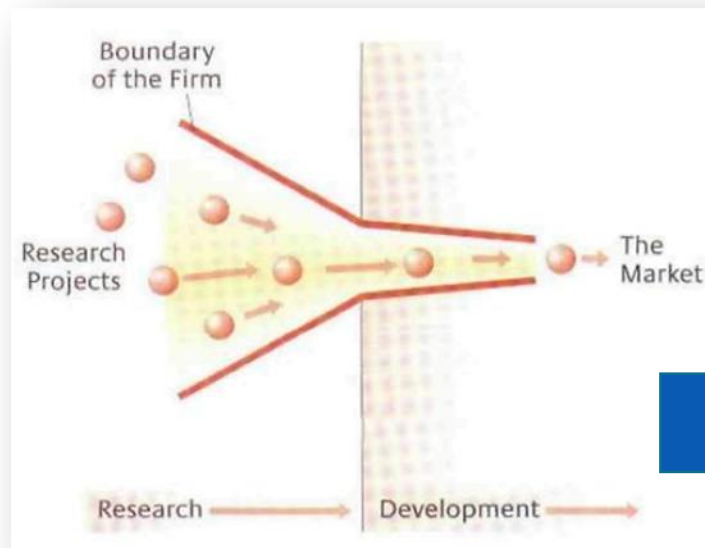


# Open Innovation by H. Chesbrough

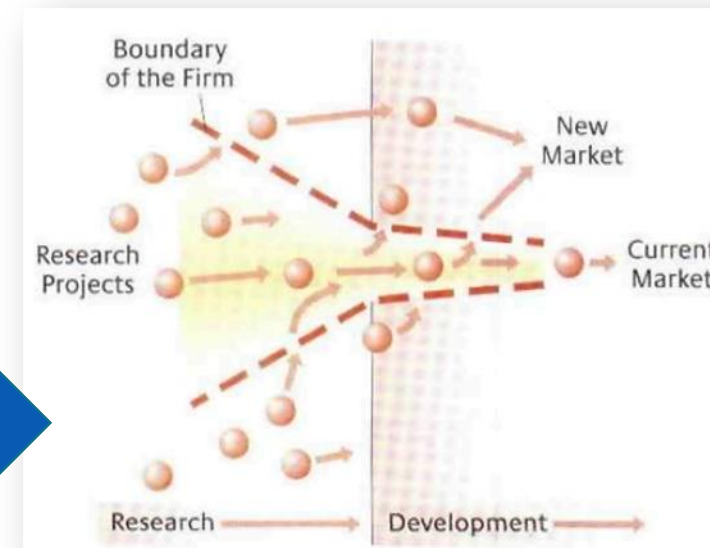


# Closed Innovation → Open Innovation

Closed Innovation



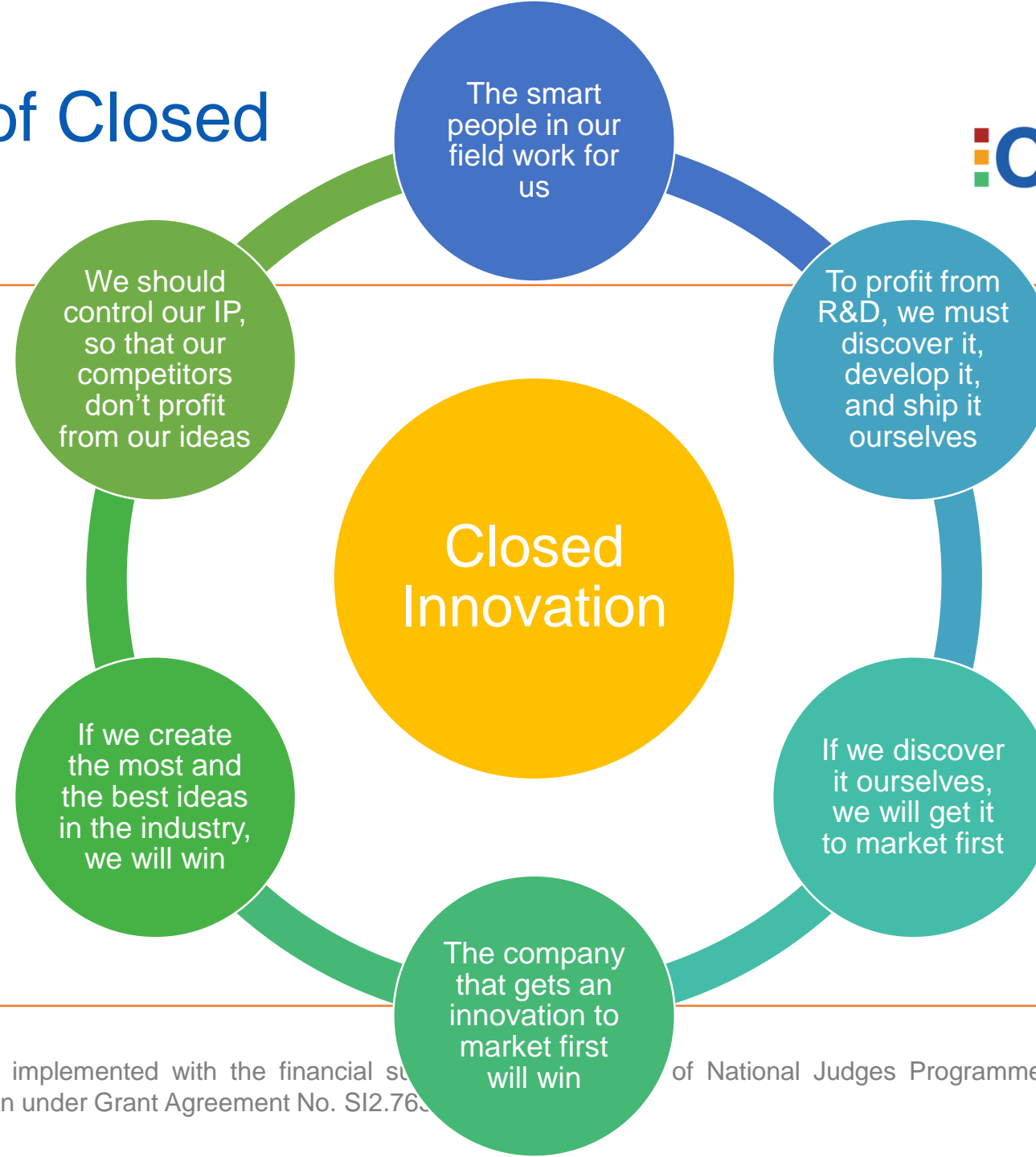
Open Innovation



Source: Chesbrough, H., (2003), Open Innovation: The New Imperative For Creating And Profiting From Technology



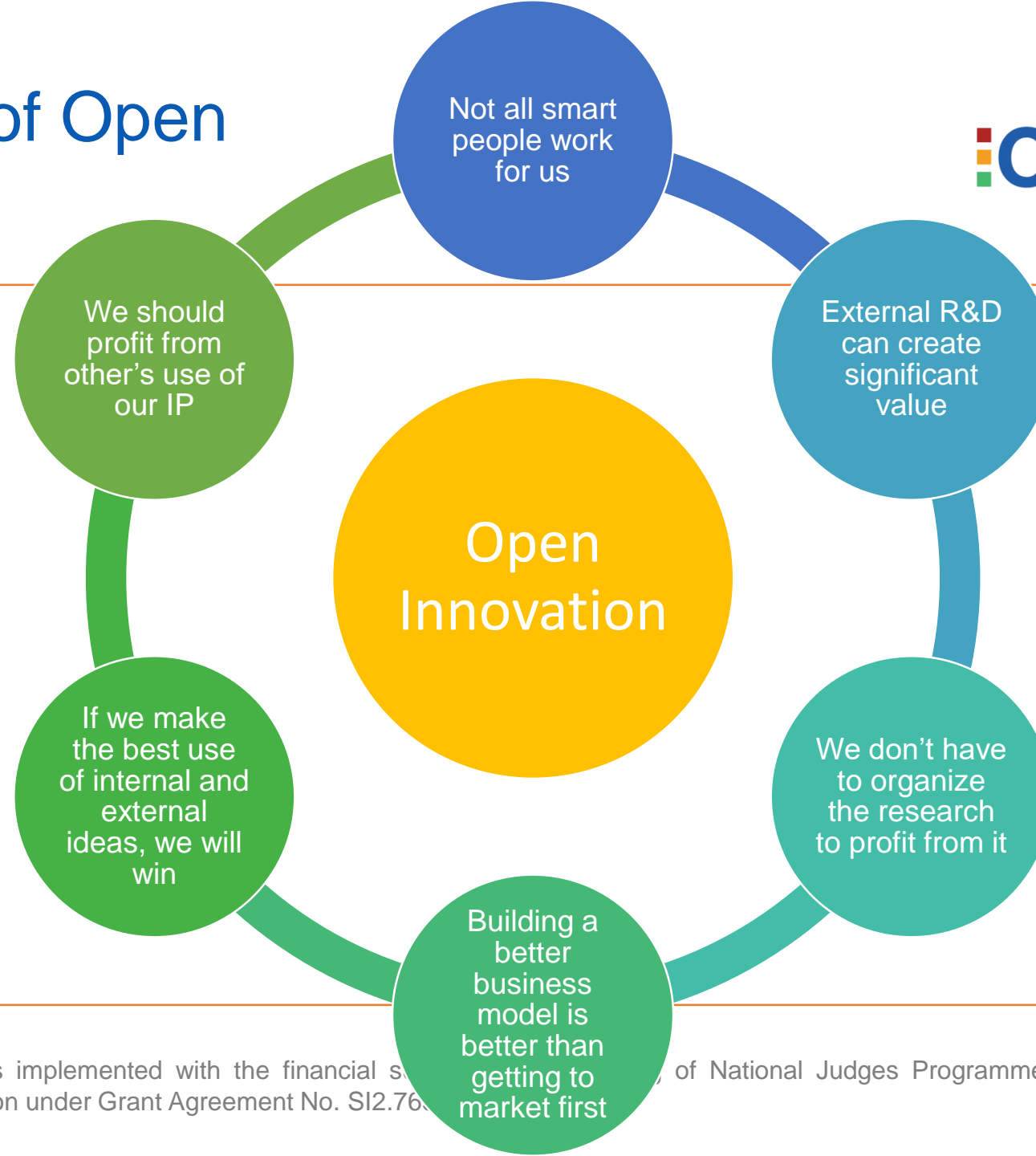
# Principles of Closed Innovation



Source: Chesbrough, H., (2003), Open Innovation: The New Imperative For Creating And Profiting From Technology

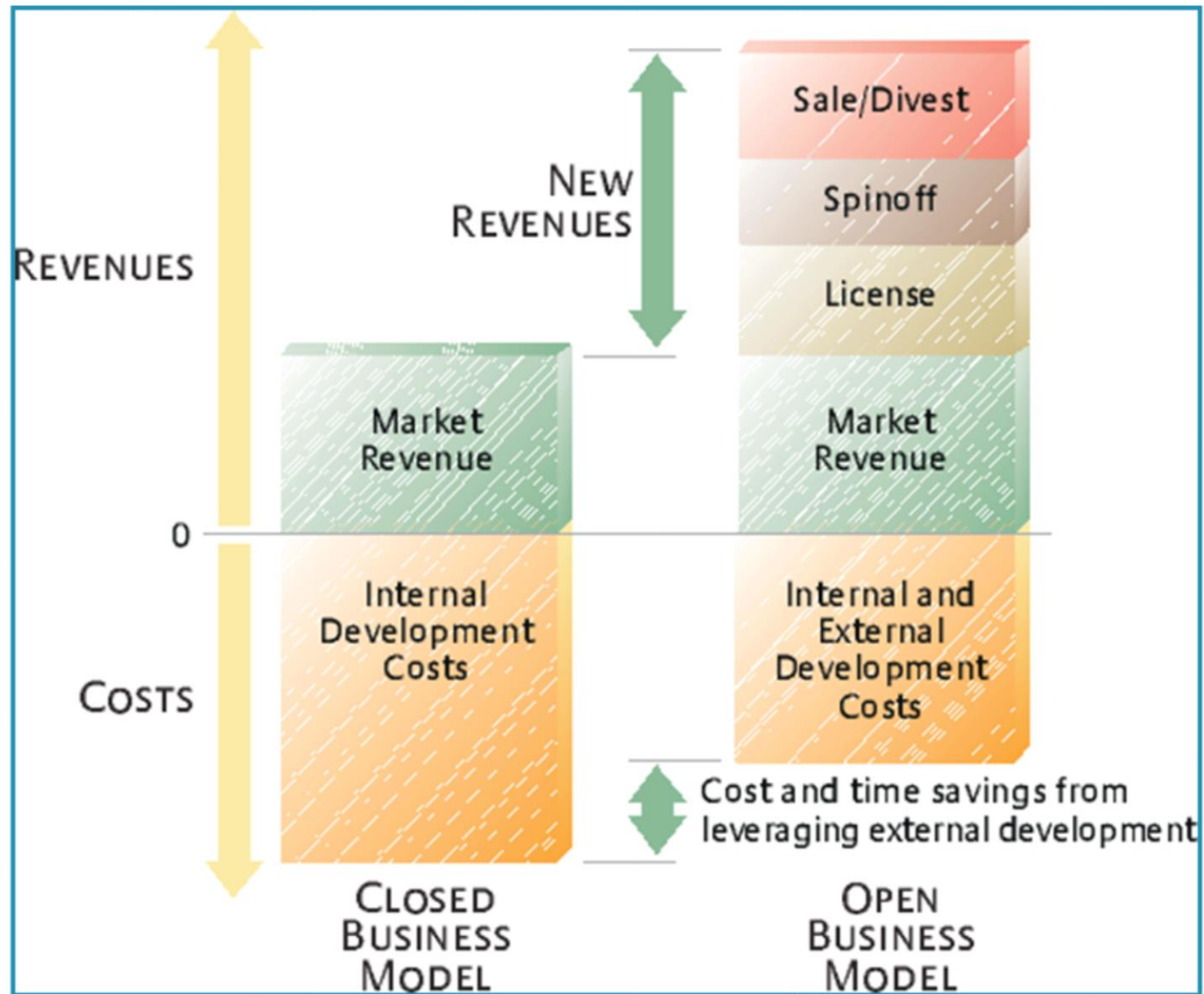


# Principles of Open Innovation



Source: Chesbrough, H., (2003), Open Innovation: The New Imperative For Creating And Profiting From Technology





Chesbrough, H (2007) Why Companies Should Have Open Business Models



# Factors which influenced the change

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- Changes in the market: globalization & internationalization

2

- Increase of R&D costs

3

- Increase of risks

4

- Shorter innovation cycle & fast developing environment

5

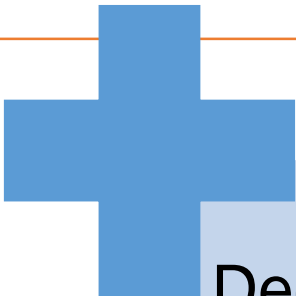
- Increased complexity of new technology & technology fusion

6

- Availability of external funding (e.g. venture capitals)



# Advantages and disadvantages of OI



Decrease/ sharing of  
R&D costs

Decrease/ sharing of  
risks

Access to resources

Faster R&D process

Leveraging  
investments

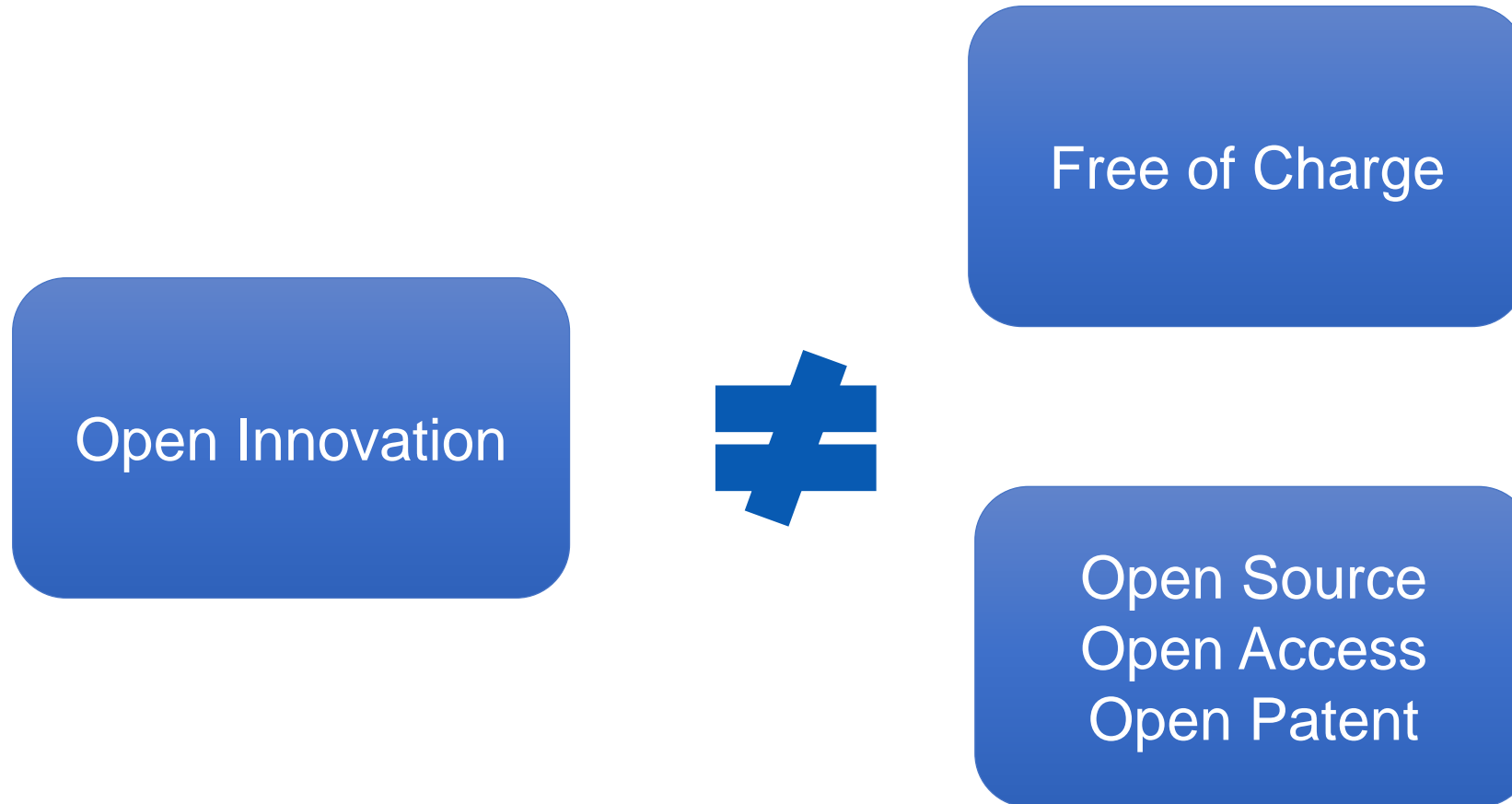
Decrease of control

Potential opportunistic  
behavior of other party

Increased risk of  
leakage of knowledge



# What Open Innovation is NOT



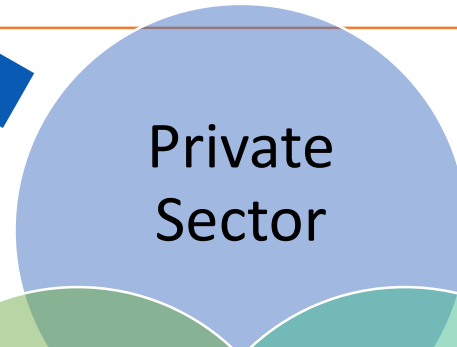
Open Innovation is 'open' because the actors are 'open' to collaborate with external partners and use external knowledge or/and share their knowledge.

Access to all interested parties or access free or charge is not the focus of open innovation.



# Actors

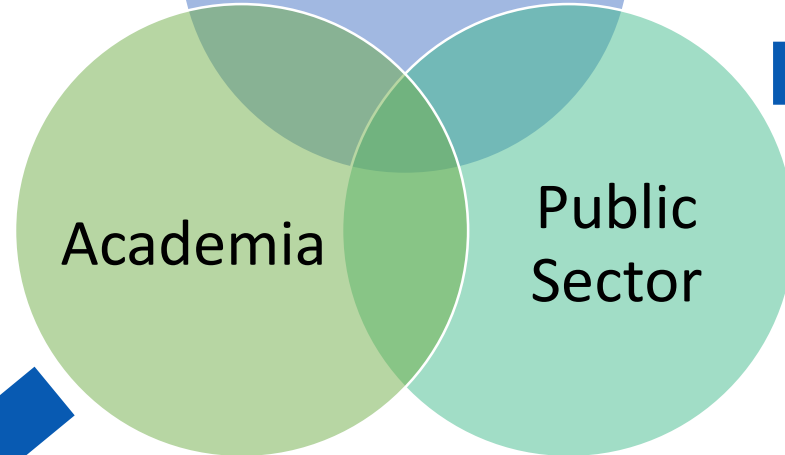
- Privately held companies
- Publicly held companies
- Non-profit organizations
- NGOs



- Public authorities
- Governmental agencies
- International organizations
- Government-owned corporations



- Universities
- University spin-offs
- Research centers



## Novelty of the concept

- Open innovation is not a new concept. 'Open Innovation is old wine in new bottles'. (Trott & Hartmann, 2009)
- The importance of external linkages in R&D are already well established. (Allen, 1969; Rothwell 1992, Arora et al. 2001)

## Contrasting closed to open innovation

- The dichotomy between closed innovation and open innovation is false and artificial. (Trott&Hartmann, 2009)
- Open and closed innovation systems presented as two alternatives. Change from closed to open is natural and is not a choice of the firm. (Trott&Hartmann, 2009)



# Open innovation processes

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## Inside-out

- earning profits by bringing ideas to market, selling IP and multiplying technology by transferring ideas to the outside environment
- out-licensing, spin-offs

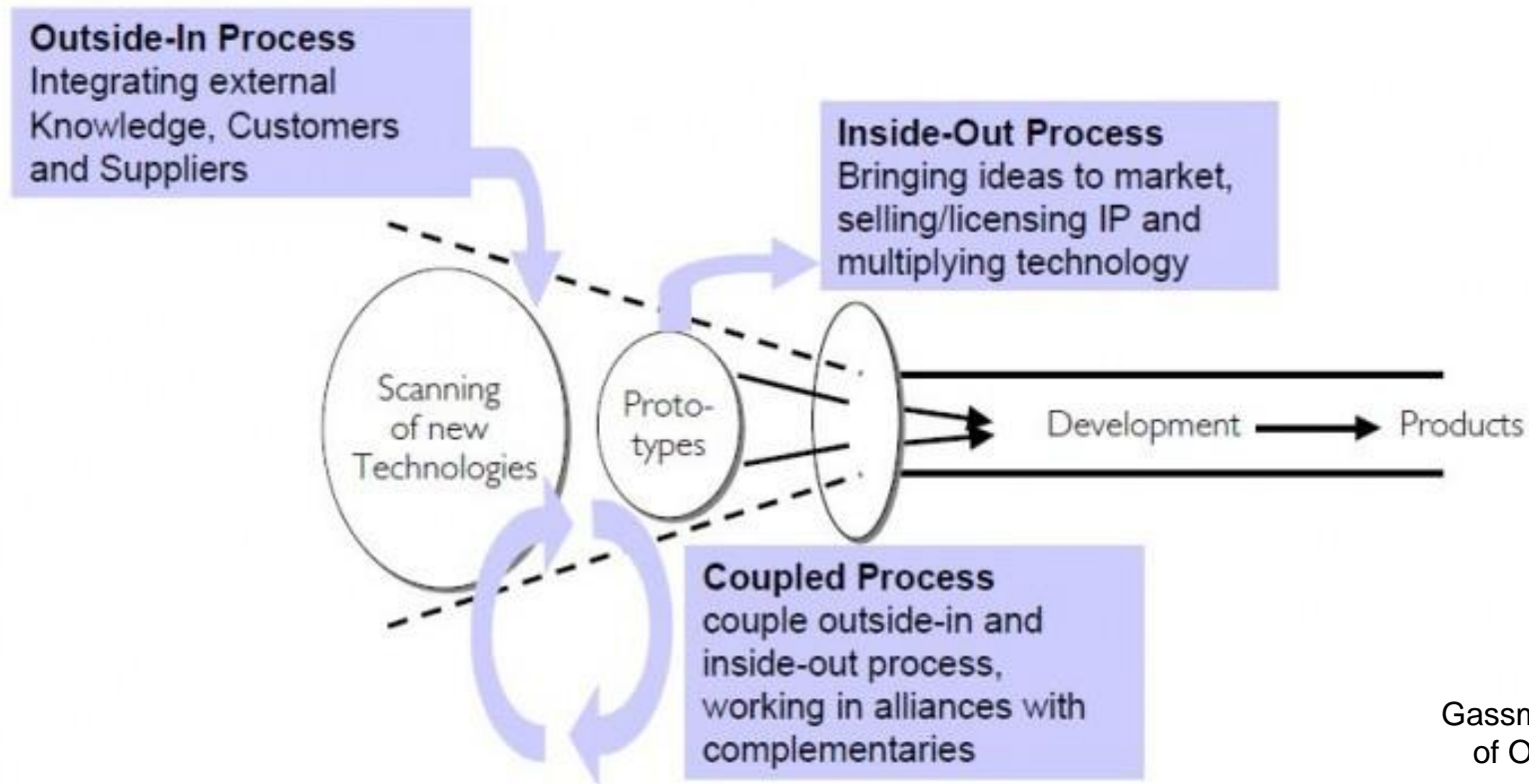
## Outside-in

- establishing relationships with external parties in order to access their knowledge to improve its own innovation performance
- in-licensing, acquisition, contract research

## Coupled

- collaborating activities with complementing partners
- joint development of new knowledge
- collaboration, consortium, joint venture agreements

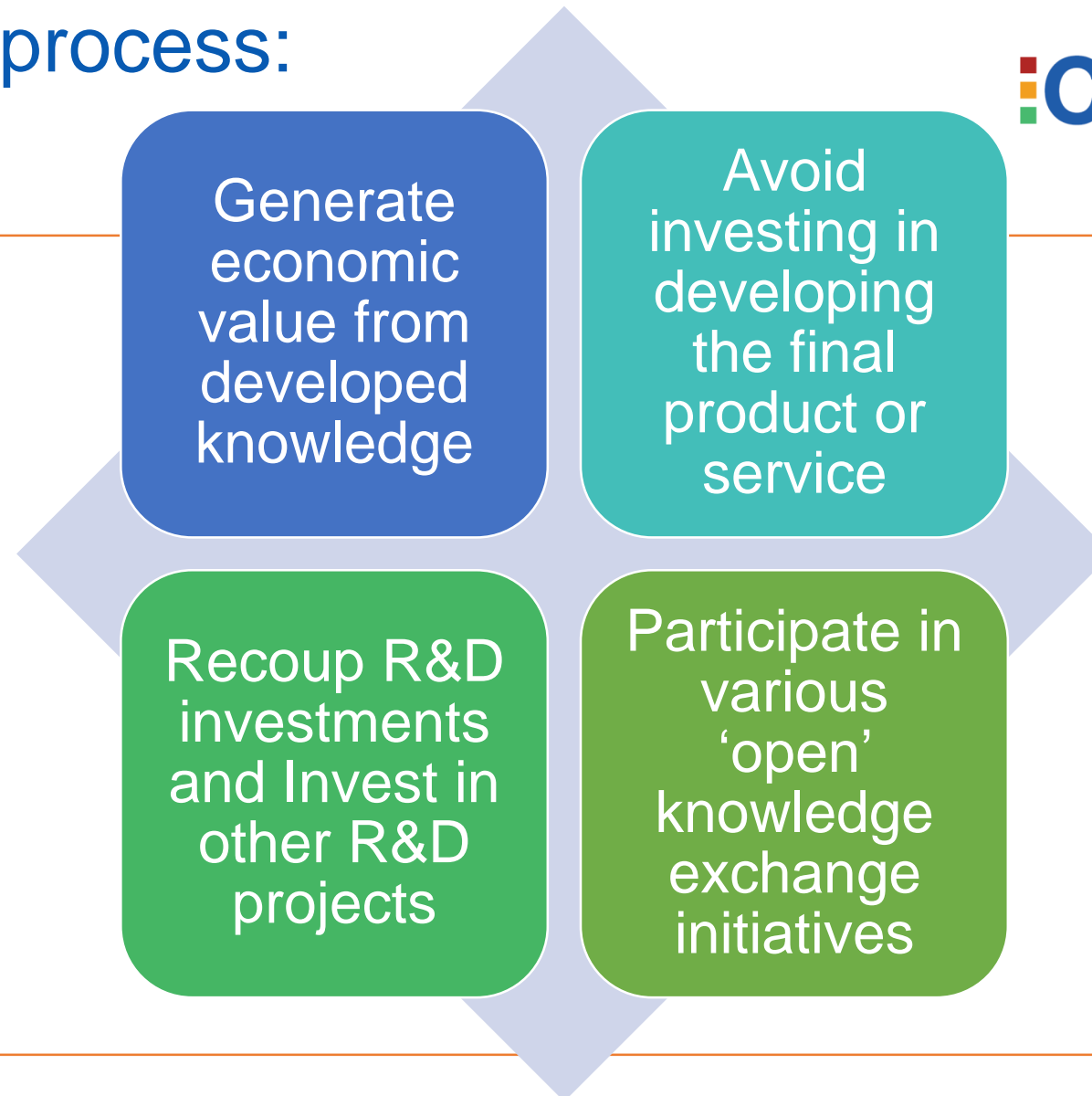




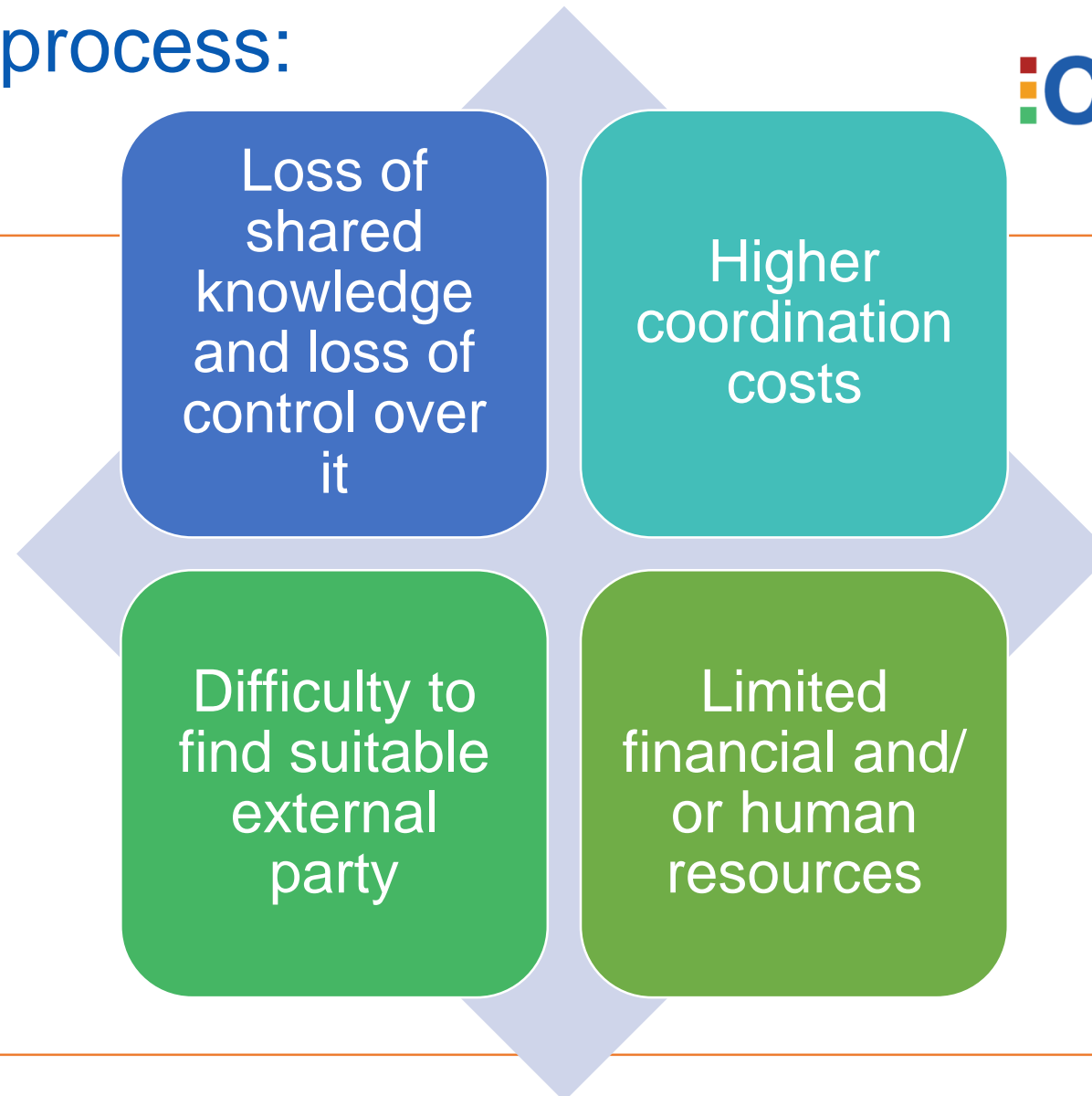
Gassmann & Enkel (2004) Towards a Theory of Open Innovation: Three Core Process Archetypes



# Inside-out OI process: motives



# Inside-out OI process: risks

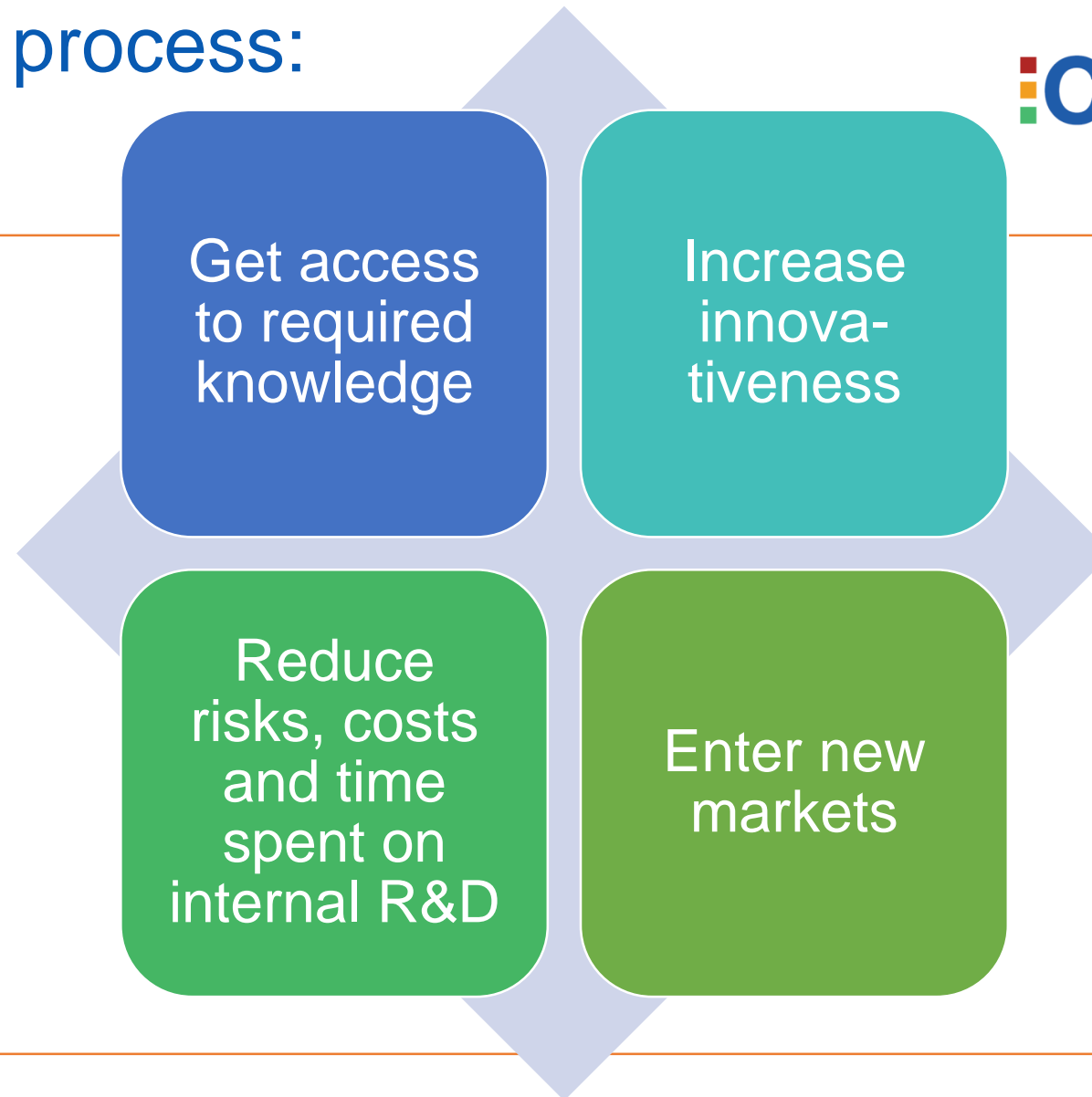


# Inside-out OI process: practices

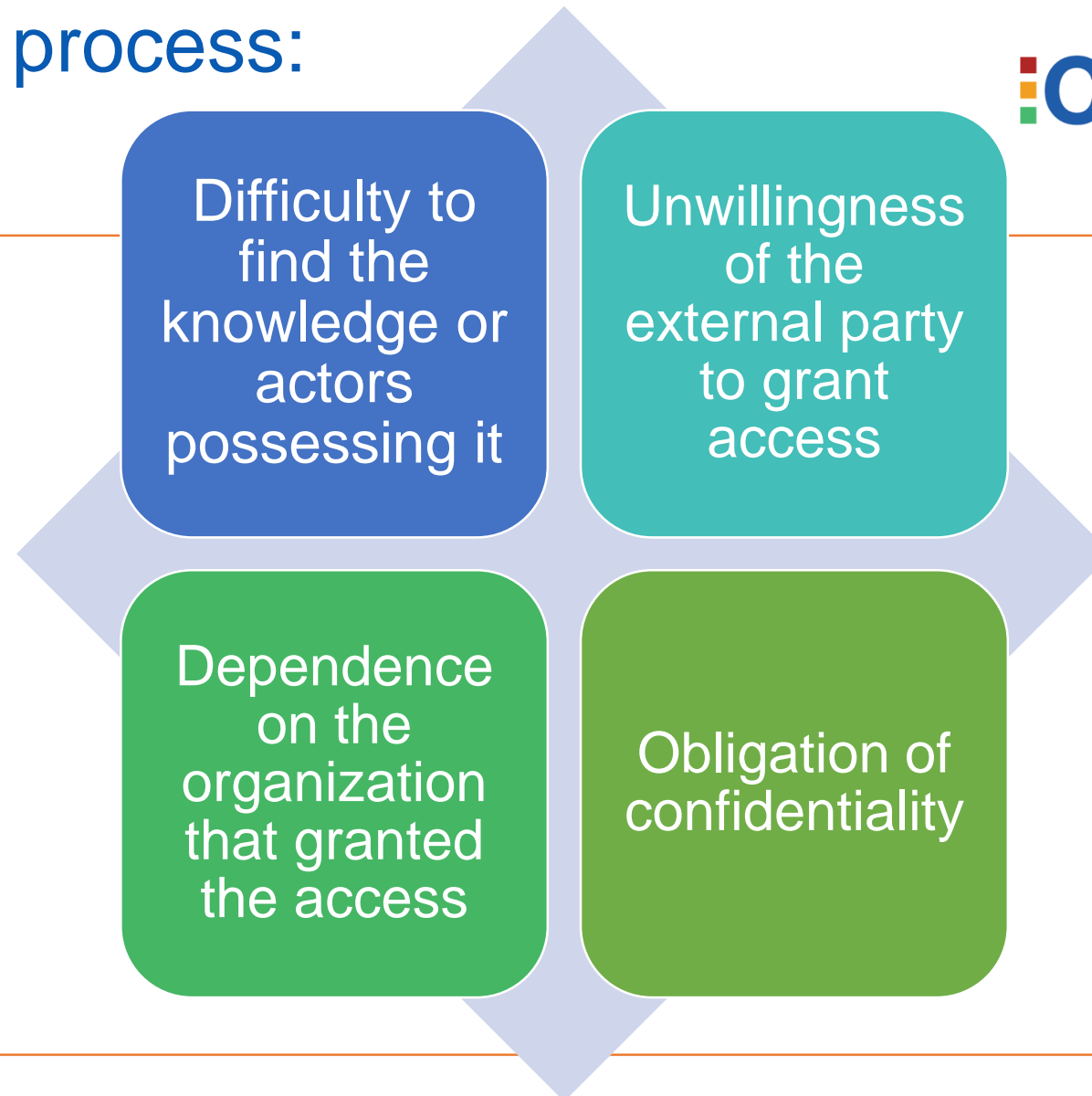
|  |                              |                                |
|--|------------------------------|--------------------------------|
| Equity-based sharing of existing knowledge     | Spin-off agreements          |                                |
| Non-equity-based sharing of existing knowledge | Licensing agreements         | exclusive; non-exclusive; sole |
|  | Assignment agreements        | full ownership or share        |
| Generation of new knowledge 'on demand'        | Contract research agreements |                                |
|  | Service agreements           |                                |



# Outside-in OI process: motives



# Outside-in OI process: risks



# Outside-in OI process: practices

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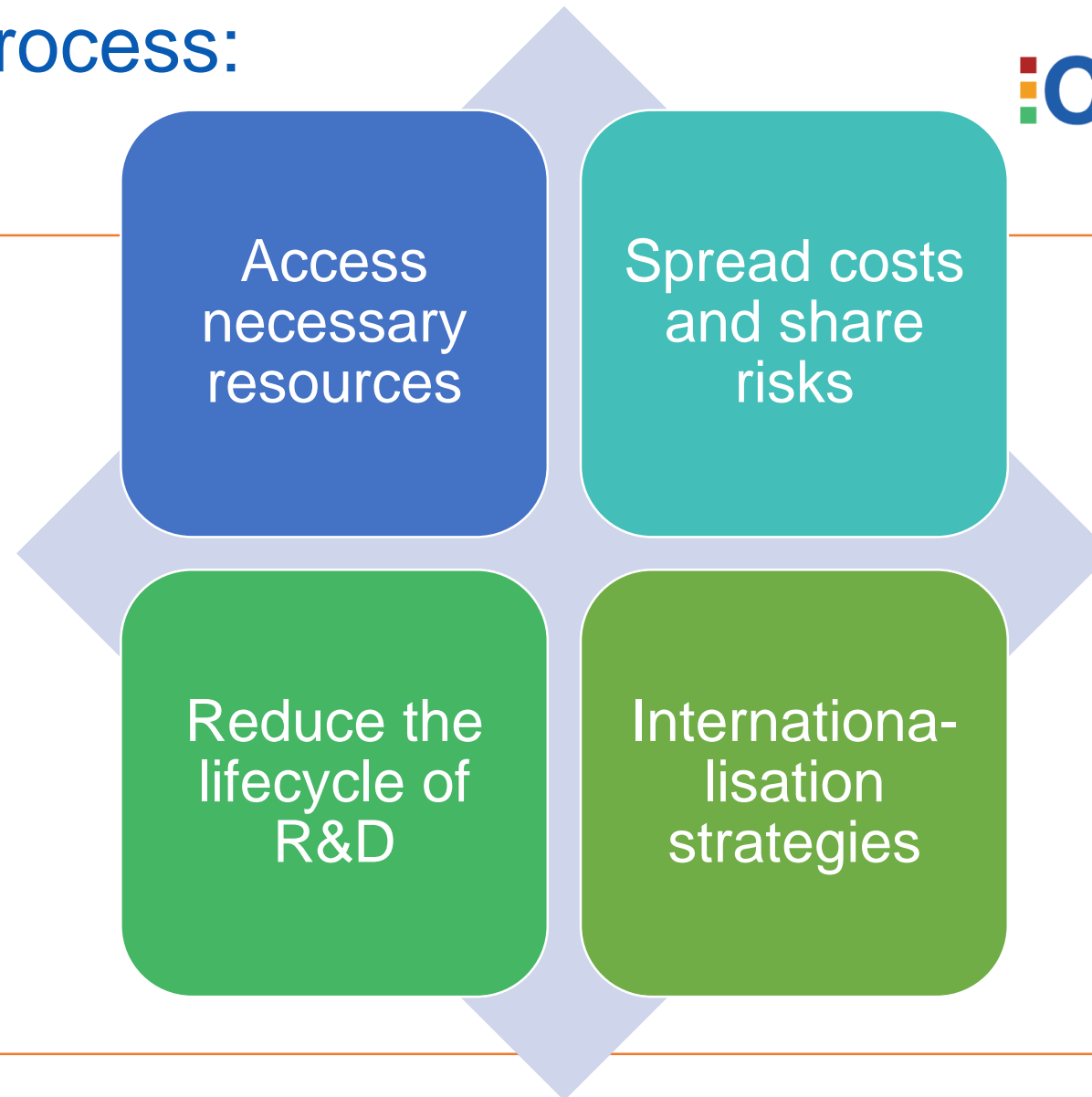
|   |                                 |                                |
|---|---------------------------------|--------------------------------|
| Equity-based access to existing knowledge     | Business acquisition agreements |                                |
| Non-equity-based access to existing knowledge | Licensing agreements            | exclusive; non-exclusive; sole |
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| Access to new knowledge                       | Contract research agreements    |                                |
|   | Service agreements              |                                |

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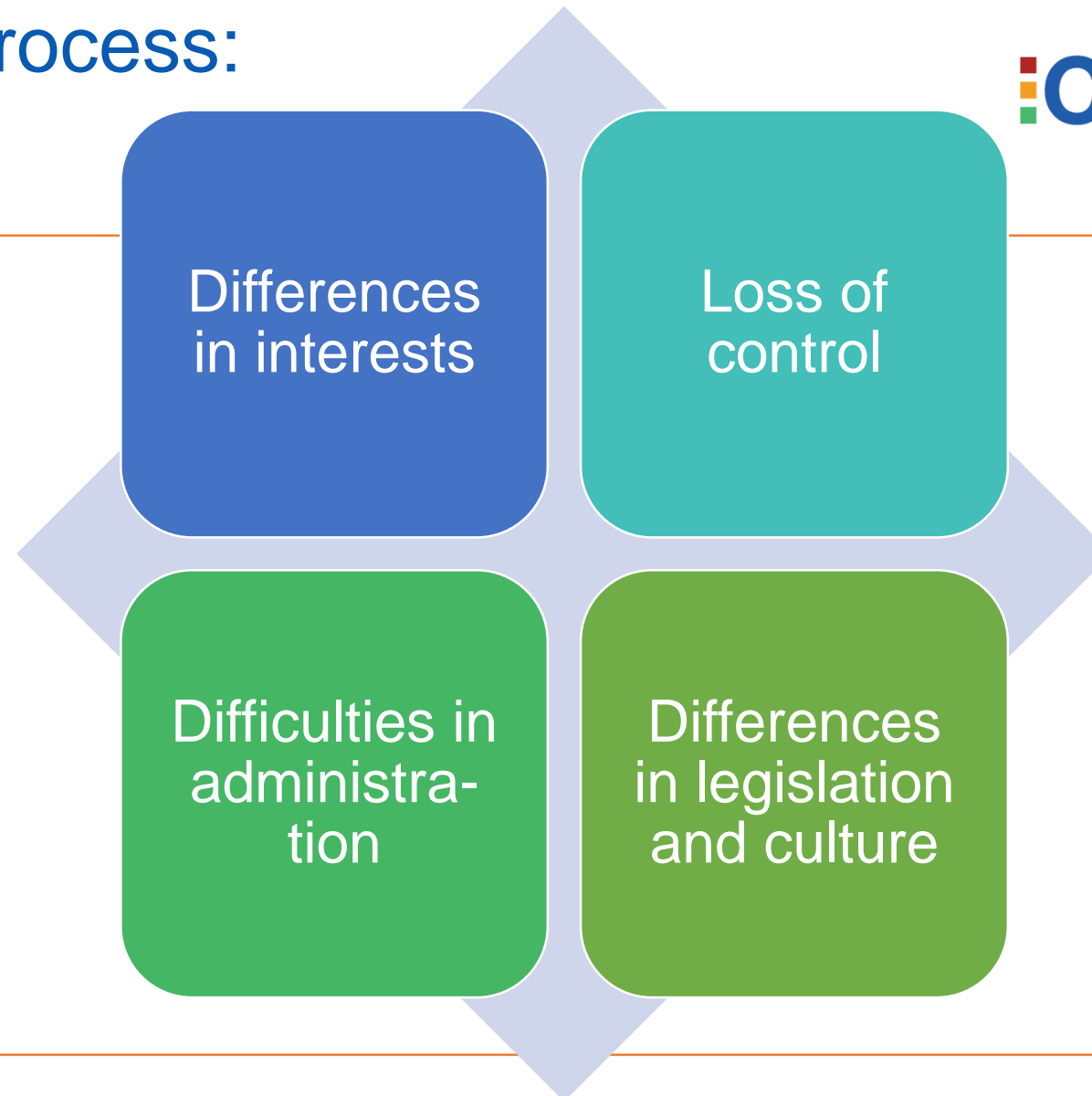


# Coupled OI process: motives

 **CONNECTOR**



# Coupled OI process: risks



# Coupled OI process: practices



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Equity-  
based co-  
creation of  
knowledge

R&D joint venture agreements

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Non-equity-  
based co-  
creation of  
knowledge

R&D collaboration agreements

R&D consortium agreements

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| OI process | OI activity   | Contractual arrangement   |
|------------|---|---|
| Inside-out | Equity-based sharing of <u>existing</u> knowledge     | <ul style="list-style-type: none"> <li>▪ Spin-off agreement</li> </ul>  |
|            | Non-equity-based sharing of <u>existing</u> knowledge | <ul style="list-style-type: none"> <li>▪ (Cross-)licensing agreement</li> <li>▪ Assignment agreement</li> <li>▪ Consultancy agreement</li> <li>▪ Material transfer agreement</li> <li>▪ Non-disclosure agreement</li> <li>▪ Open source software</li> </ul> |
|            | Generation of <u>new</u> knowledge on ‘demand’        | <ul style="list-style-type: none"> <li>▪ Contract research agreement</li> <li>▪ Service agreement</li> </ul>  |
| Outside-in | Equity-based access to <u>existing</u> knowledge      | <ul style="list-style-type: none"> <li>▪ Business acquisition agreement</li> </ul>  |
|            | Non-equity-based access to <u>existing</u> knowledge  | <ul style="list-style-type: none"> <li>▪ (Cross-)licensing agreement</li> <li>▪ Assignment agreement</li> <li>▪ Consultancy agreement</li> <li>▪ Material transfer agreement</li> <li>▪ Non-disclosure agreement</li> </ul>                                 |
|            | Access to <u>new</u> knowledge                        | <ul style="list-style-type: none"> <li>▪ Contract research agreement</li> <li>▪ Service agreement</li> </ul>  |
| Coupled    | Equity-based co-creation of <u>new</u> knowledge      | <ul style="list-style-type: none"> <li>▪ R&amp;D joint venture agreement</li> </ul>   |
|            | Non-equity-based co-creation of <u>new</u> knowledge  | <ul style="list-style-type: none"> <li>▪ R&amp;D collaboration agreement</li> <li>▪ R&amp;D consortium agreement</li> </ul>   |

# The role of intellectual property in open innovation

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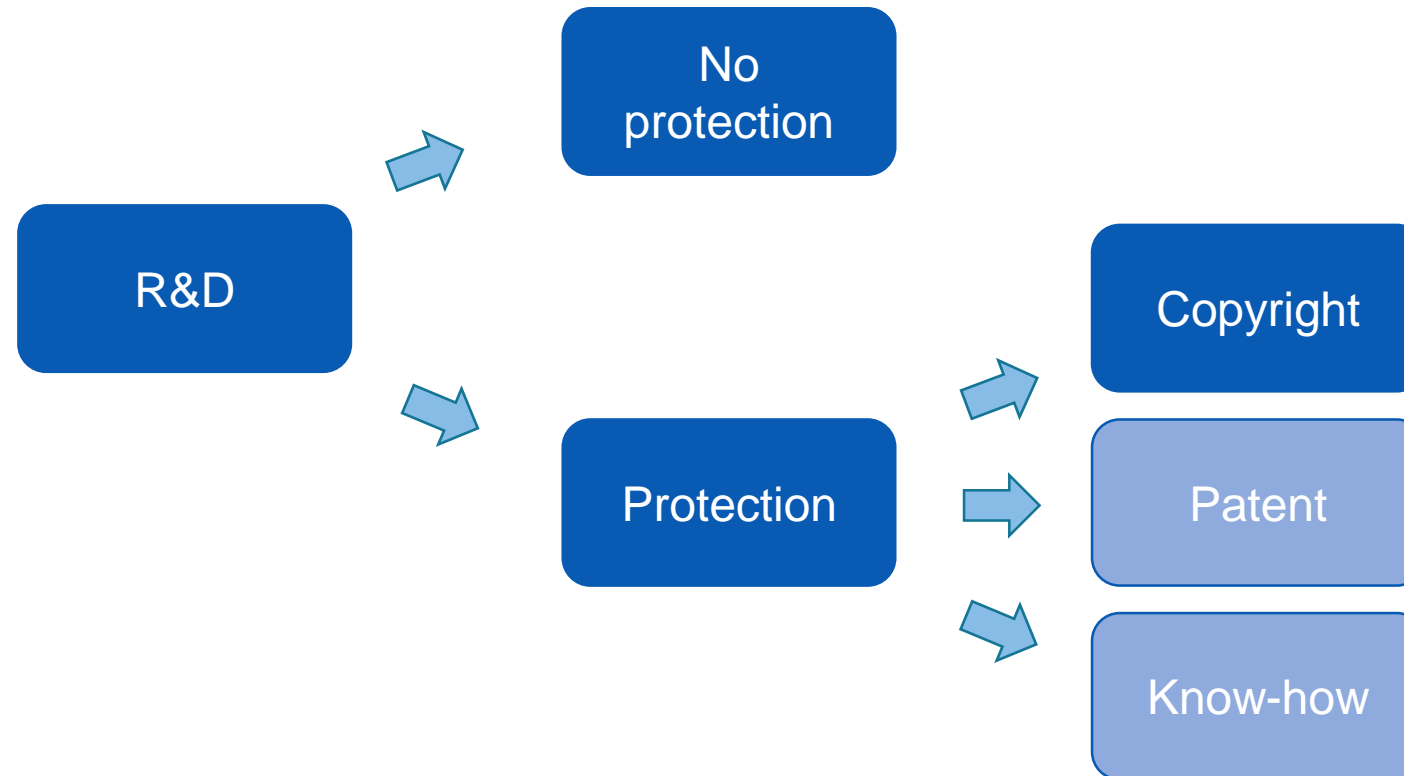


# The role of IP in OI

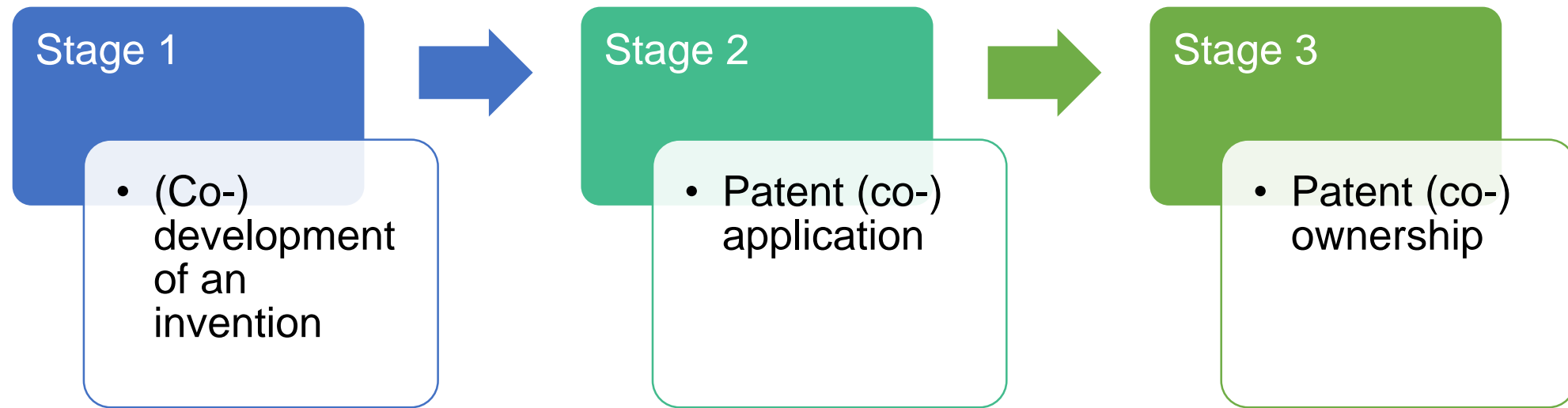
- IP protection gives the owner the possibility to safeguard his/her knowledge from unauthorized use by third parties
- IP protection makes the knowledge valuable, since no one else can exploit it without owner's consent
- IP protection enables its owner to request financial remuneration for obtaining access to it
- The owner of IP protected knowledge is the main actor of OI



# Forms of IP relevant for OI



# Patent ownership



## Article 60(1) EPC

- The right to a European patent shall belong to the inventor or his successor in title.

## Article 4ter Paris Convention & Article 62 EPC

- The inventor shall have the right to be mentioned as such in the patent.
- The inventor shall have the right, vis-à-vis the applicant for or proprietor of a European patent, to be mentioned as such before the European Patent Office.



(19)



Europäisches Patentamt  
European Patent Office  
Office européen des brevets



(11)

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**EUROPEAN**

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Print

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**21.02.2001 Bulletin 2001/08**

**CONSISTENT SET OF INTERFACES DERIVED FROM A BUSINESS OBJECT MODEL**

(21)

Application number: **00830531.0**

Page bookmark

[WO2008005102 \(A2\) - CONSISTENT SET OF INTERFACES DERIVED FROM A BUSINESS OBJECT MODEL](#)

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Date of filing: **26.07.2000**

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Designated Extension States:  
**AL LT LV MK RO SI**

SEUBERT MICHAEL [DE]; MERVE ABHUJITH P [IN]; HEGER ACHIM [DE]; POLLY ADAM [DE]; ADAM ALEXANDER S [DE]; PRIMBS ALEXANDER [DE]; ZAICHENKO ALEXANDER [DE]; MARK ALEXANDRA [DE]; HEITNER AMI [IL]; AHUJA ANANT [IN]; DOERFLER ANDRE [DE]; WACHHOLZ-PRILL ANDRE [DE]; WAGNER ANDRE [DE]; PLUEMPER ANDREA [DE]; BOLD ANDREAS [DE]; BROSSLER ANDREAS [DE]; FLACH ANDREAS M [DE]; HUPPERT ANDREAS [DE]; LEUKERT-KNAPP ANDREAS [DE]; MORSCH ANDREAS [DE]; NEUMANN ANDREAS [DE]; POTH ANDREAS [DE]; RECCIUS ANDREAS [DE]; WOLBER ANDREAS [DE]; JETTI ANIL JOSHI [DE]; FUCHS ANTJE [DE]; GROSS ANTONIA [DE]; EIFEL ARNO [DE]; MIELKE ARNO [DE]; BUTUCEL ARTUR [DE]; BANERJEE ARUNAVA [DE]; YEDDULA ASHWIN REDDY [DE]; EZOV ASSAF [IL]; ORBAN ATTILA [DE]; KUEHL AXEL [DE]; KLEHR BENJAMIN [DE]; SCHMITT BERND [DE]; ISELBORN BERNHARD G [DE]; EIKE BJOERN [DE]; KREMS BORIS [DE]; PANZER BRIT [DE]; WANG CHENG [CN]; AUTH CHRISTIAN [DE]; FUHLBRUEGGE CHRISTIAN [DE]; HAAS CHRISTIAN [DE]; SAALFRANK CHRISTIAN [DE]; CRAMER CHRISTIANE [DE]; SCHAUERTE CHRISTIANE [DE]; BUCHHOLZ CRISTINA [DE]; ENGLER CHRISTOPH [DE]; LEHNER CHRISTOPH [DE]; RONNEWINKEL CHRISTOPHER [DE]; STORR CORNELIA [DE]; THEIL DAMIAN [DE]; BOCK DANIEL [DE]; ZIMMERMANN DANIEL [DE]; PANNICKE DANNY [DE]; S K DEEPAK [IN]; KRISCH DIETER [DE]; NOWOTNY DIETMAR [DE]; STORZ DIETMAR [DE]; HENRICH DIRK [DE]; RICHTSTEIGER DIRK [DE]; SCHINDEWOLF DIRK [DE]; KARBACH DORIS [DE]; HEART ELAD [IL]; GUENTHER FABIAN [DE]; REHFELD FLORIAN [DE]; DAMASCHKE FRANK [DE]; FREITAG FRANK [DE]; HASTRICH FRANK [DE]; KRUEGER FRANK [DE]; LINDQVIST FRANK [DE]; MILPETZ FRANK [DE]; REINEMUTH FRANK [DE]; SCHUHMACHER FRANK [DE]; PACHER GALINA [DE]; DOPF GEORG [DE]; PODHAJSKY GEORG [DE]; RITTER GERD M [DE]; KRAUSE GERNOT [DE]; DELEDDA GIOVANNI [DE]; ZHANG GUIMEI [DE]; LIEBICH GUNTHER [DE]; DHINGRA GURMEET SINGH [IN]; BINGLER HANS-GEORG [DE]; BERGER HEIKE [DE]; THORLEIFSSON HELGI [DE]; HAESSLEIN HELMUT [DE]; GEIPEL HENDRIK [DE]; SCHAUDE HORST [DE]; HAYBAT HUESEYIN [DE]; BRUSS INGO [DE]; PFITZNER INGO [DE]; KIND JAAKOB [DE]; DUPARC JACQUES [DE]; HRASTNIK JAN [DE]; RICHERT JAN [DE]; SYLVESTER MICHAEL [DE]; RUMIG JAN [DE]; TEICHMANN JAN [DE]; KISKER JENS [DE]; RUTHS JENS [DE]; GAFFGA JOACHIM [DE]; LIEBLER JOACHIM [DE]; PUTEICK JOACHIM [DE]; RASCH JOCHEN A [DE]; STEINBACH JOCHEN [DE]; GOETTING JOERG [DE]; BECHTOLD JOHANNES [DE]; SCHMIDT-KLUEGMANN JULIAN [DE]; ROESNER KAI-MICHAEL [DE]; KIMME KARSTEN [DE]; KOETTER KARSTEN [DE]; ELANGOVAN KARTHIK [IN]; NOS KATHRIN [DE]; OKMAN KEREN [IL]; DESAI KESHAV B [IN]; HERTER KLAUS [DE]; KRIEGSHAEUSER KLAUS [DE]; REINELT KLAUS [DE]; SCHLAPPNER KLAUS [DE]; MUPPALA KRANTHI KUMAR [IN]; GRUNEWALD KRISTINA [DE]; SARA LEVENTE [DE]; ALBERS LEIF [DE]; PHILIPP MARCUS [DE]; DUMITRU MARIUS M [DE]; BIEHLER MARKUS [DE]; JUCHEM MARKUS [DE]; GAUB MARTIN [DE]; HERMES MARTIN [DE]; ROGGE MARTIN [DE]; SCHORR MARTIN [DE]; VON EMDER MARTIN [DE]; HILDMANN MATHIAS [DE]; SCHOENECKER MATHIAS [DE]; ASAL MATTHIAS [DE]; GRUENEWALD MATTHIAS [DE]; HEINRICHS MATTHIAS [DE]; SCHMITT MATTHIAS [DE]; TEBBE MATTHIAS [DE]; BAUER MICHAEL [DE]; CONRAD MICHAEL [DE]; FRIEDRICH MICHAEL A [DE]; HARTEL MICHAEL [DE]; JUNG MICHAEL [DE]; LESK MICHAEL [DE]; MEYRINGER MICHAEL [DE]; NEUMANN MICHAEL ±

(30)

Priority: **30.07.1999 IT RM990495**

(71)

Applicants:  
• **Baldan, Simone**  
**00143 Roma (IT)**

(54)

**Mobile phone adapter for housing**

(57)

Adapter/switch realized in thin thickness to allow primarily the lodging and the connection for more SIM (Subscriber Identity Module) cards huge number of GSM cellular phones. Moreover, to an appropriate switching microchip system, it

## Article 58 EPC

- A European patent application may be filed by any natural or legal person, or anybody equivalent to a legal person by virtue of the law governing it.

## Article 57 EPC

- A European patent application may also be filed either by **joint applicants** or by two or more applicants designating different Contracting States.



(19)



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EUROPEAN PATENT APPLICATION

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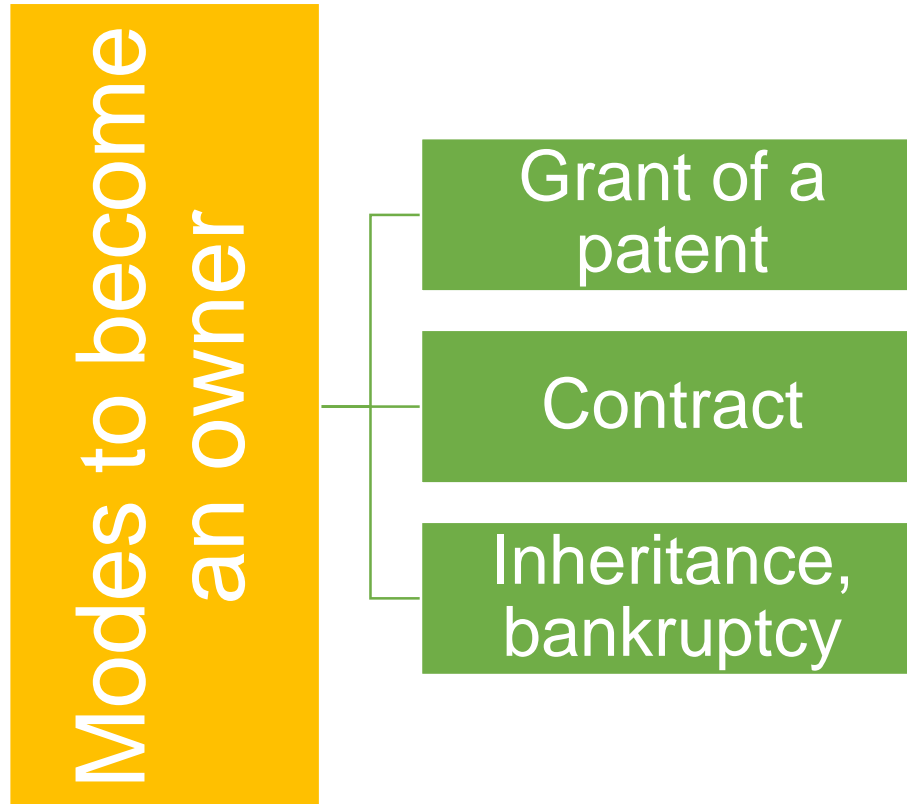
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MICHAEL [DE]; JUNG MICHAEL [DE]; LESK MICHAEL [DE]; MEYRINGER MICHAEL [DE]; S ±

lines, at his own will and convenience, bearing in mind  
the different rates applicable.



(19)



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(54) **Mobile phone adapter for housing and switching two or more SIM cards**

Mobiltelefonadapter zur Eingehäusung und Umschaltung zwischen zwei oder mehrere SIM Karten

Adapteur de téléphone mobile pour loger et commuer entre deux ou plusieurs cartes SIM

(84) Designated Contracting States:  
**AT BE CH CY DE DK ES FI FR GB GR IE IT LI LU  
MC NL PT SE**

(30) Priority: **30.07.1999 IT RM990495**

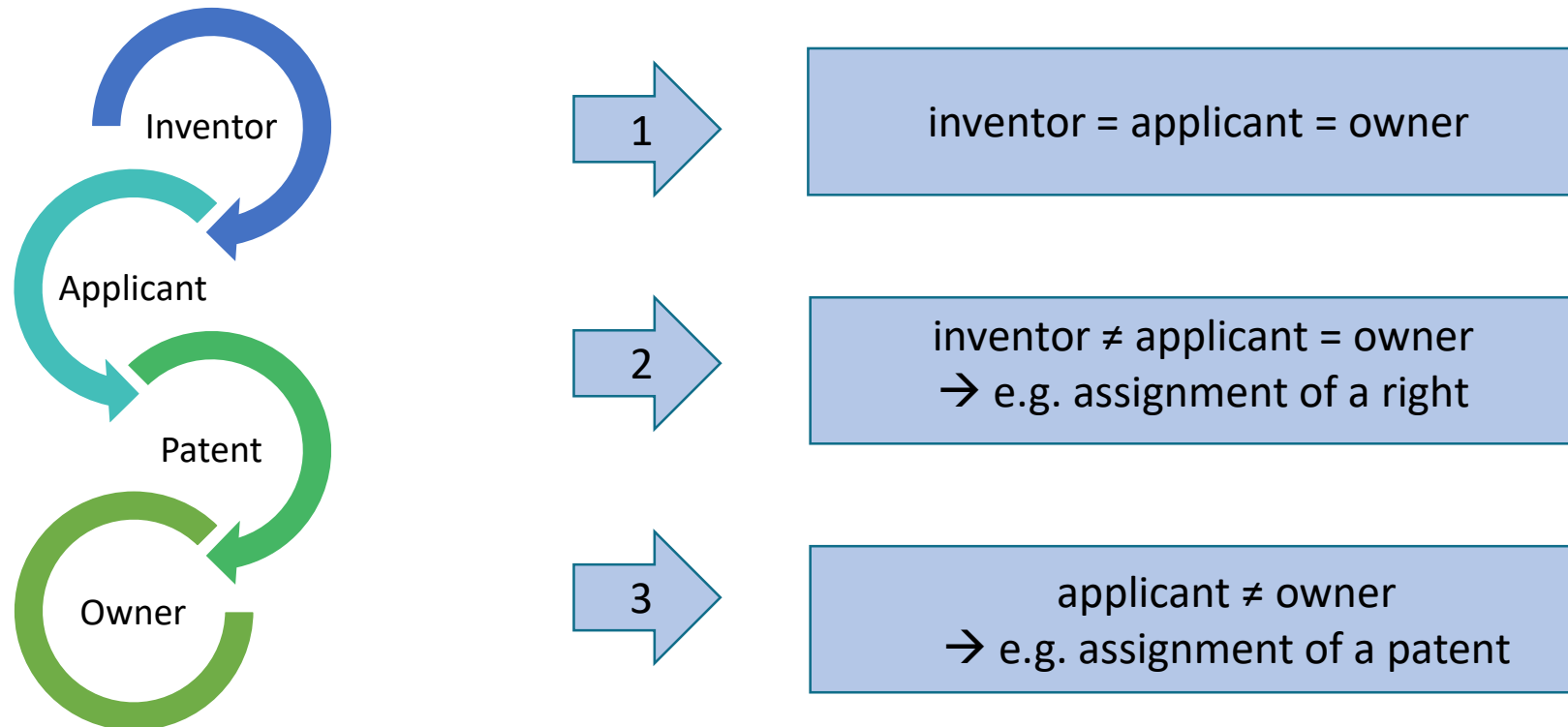
(43) Date of publication of application:  
**21.02.2001 Bulletin 2001/08**

(73) Proprietors:  
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• **Baldan, Antonio**  
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00143 Roma (IT)

(56) References cited:  
**EP-A- 0 586 081**                    **EP-A- 0 785 634**  
**WO-A-97/05729**                    **US-A- 5 875 404**

# Concepts: Inventor – Applicant - Owner



(19)



Europäisches Patentamt  
European Patent Office  
Office européen des brevets



(11)

EP 1 077 578 B1

(19)



Europäisches Patentamt

(12)

(43) Date of publication:  
21.02.2001 Bulletin 2001/08

(21) Application number:

(22) Date of filing:

(84) Designated Contracting States:  
AT BE CH CY DE DK ES FI FR GB GR IE IT LI L  
MC NL PT SE

Designated Extension States:  
AL LT LV MK RO SI

(30) Priority: 30.07.1999 IT RM990495

(71) Applicants:  
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(54) Mobile phone adapter for housing

(57) Adapter/switch realized in thin thickness to allow primarily the lodging and the connection of one or more SIM (Subscriber Identity Module) cards in a huge number of GSM cellular phones. Moreover, it is connected to an appropriate switching microchip system, i

(84) Designated Contracting States:  
AT BE CH CY DE DK ES FI FR GB GR IE IT LI L  
MC NL PT SE

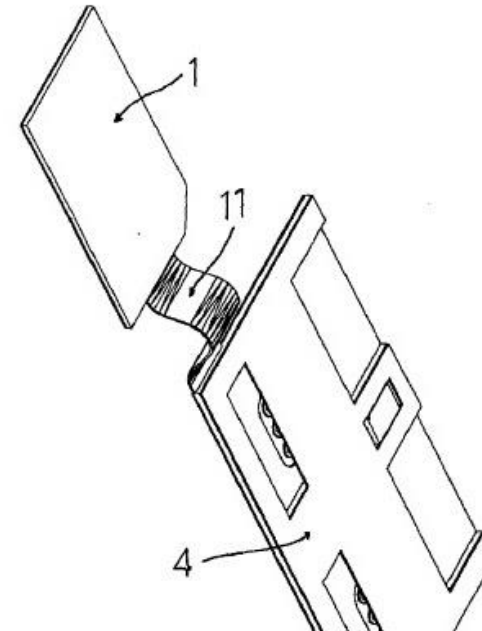
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2 inventors  
2 applicants  
2 owners  
  
inventors = applicants = owners

mehrere SIM Karten  
cartes SIM





(43) International  
12 May

(51) International P  
239/42

(21) International A

(22) International F

(25) Filing Language

(26) Publication Lan

(30) Priority Data:  
0324791.3 24 October 2003 (24.10.2003) GB

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(84) Designated Contracting States:  
AT BE BG CH CY CZ DE DK EE ES FI FR GB GR  
HU IE IT LI LU MC NL PL PT RO SE SI SK TR  
Designated Extension States:  
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(30) Priority: 24.10.2003 GB 0324791

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(60) Divisional application:  
10183668.2 / 2 272 842

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(56) References cited:  
EP-A- 0 521 471 WO-A-00/49014  
WO-A-03/016317 WO-A-2004/014872  
WO-A-2004/108691

(40) C07D 239/42 (2006.01)

lication number:  
4481

lication number:  
2 (12.05.2005 Gazette 2005/19)

F ROSUVASTATIN (E)-7-[4-(4-  
L)AMINO] PYRIMIDIN-5-YL]  
E INTERMEDIATES THEREOF

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SCHENPRODUKTEN DAVON

OSUVASTATINE - (E)-7-[4- (4-  
L)AMINO ]PYRIMIDIN-5-YL]  
DIAIRES CRISTALLINS

3 inventors  
2 applicants  
2 owners  
inventors ≠ applicants (employee inventions)  
applicants = owners



## Art. 28 TRIPS

- 1. A patent shall confer on its owner the following exclusive rights:
  - (a) where the subject matter of a patent is a product, to prevent third parties not having the owner's consent from the acts of: making, using, offering for sale, selling, or importing (6) for these purposes that product;
  - (b) where the subject matter of a patent is a process, to prevent third parties not having the owner's consent from the act of using the process, and from the acts of: using, offering for sale, selling, or importing for these purposes at least the product obtained directly by that process.
- **2. Patent owners shall also have the right to assign, or transfer by succession, the patent and to conclude licensing contracts.**



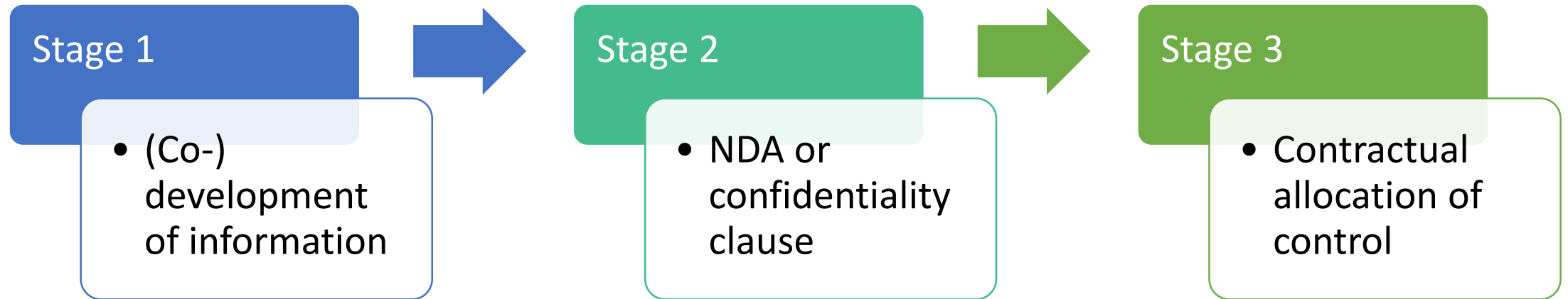
## Sole owner

- uses the right to assign, or transfer by succession, the patent and to conclude licensing contracts **independently**.

## Joint owners

- use the right to assign, or transfer by succession, the patent and to conclude licensing contracts **independently or jointly**, depending on the jurisdiction or provisions of a contract.





## Art. 39 TRIPS

- 2. Natural and legal persons shall have the possibility of preventing information lawfully within their control from being disclosed to, acquired by, or used by others without their consent in a manner contrary to honest commercial practices so long as such information:
- (a) is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
- (b) has commercial value because it is secret; and
- (c) has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.



## Article 2 EU Directive on trade secrets

- ‘trade secret’ means information which meets all of the following requirements:
- (a) it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
- (b) it has commercial value because it is secret;
- (c) it has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret;



## Inside-out/ outside-in

- IP ownership does not raise many difficulties since it is usually allocated before the contractual negotiations
- Generally the owner remains unchanged, unless it is an assignment agreement

## Coupled

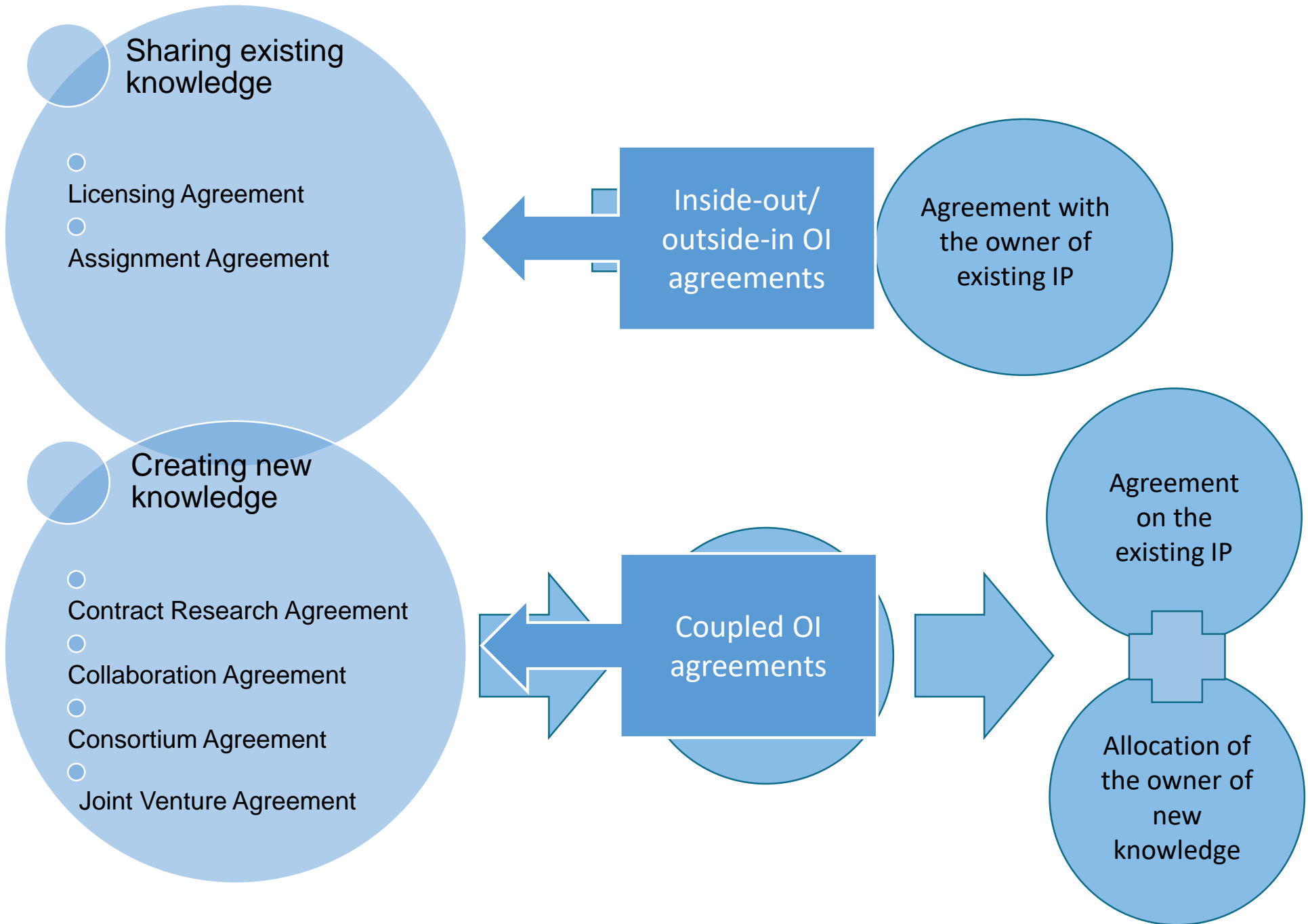
- IP ownership is problematic since collaborating parties would need to allocate ownership of newly developed knowledge



# OJ and Main Agreements

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# OI and Main Agreements

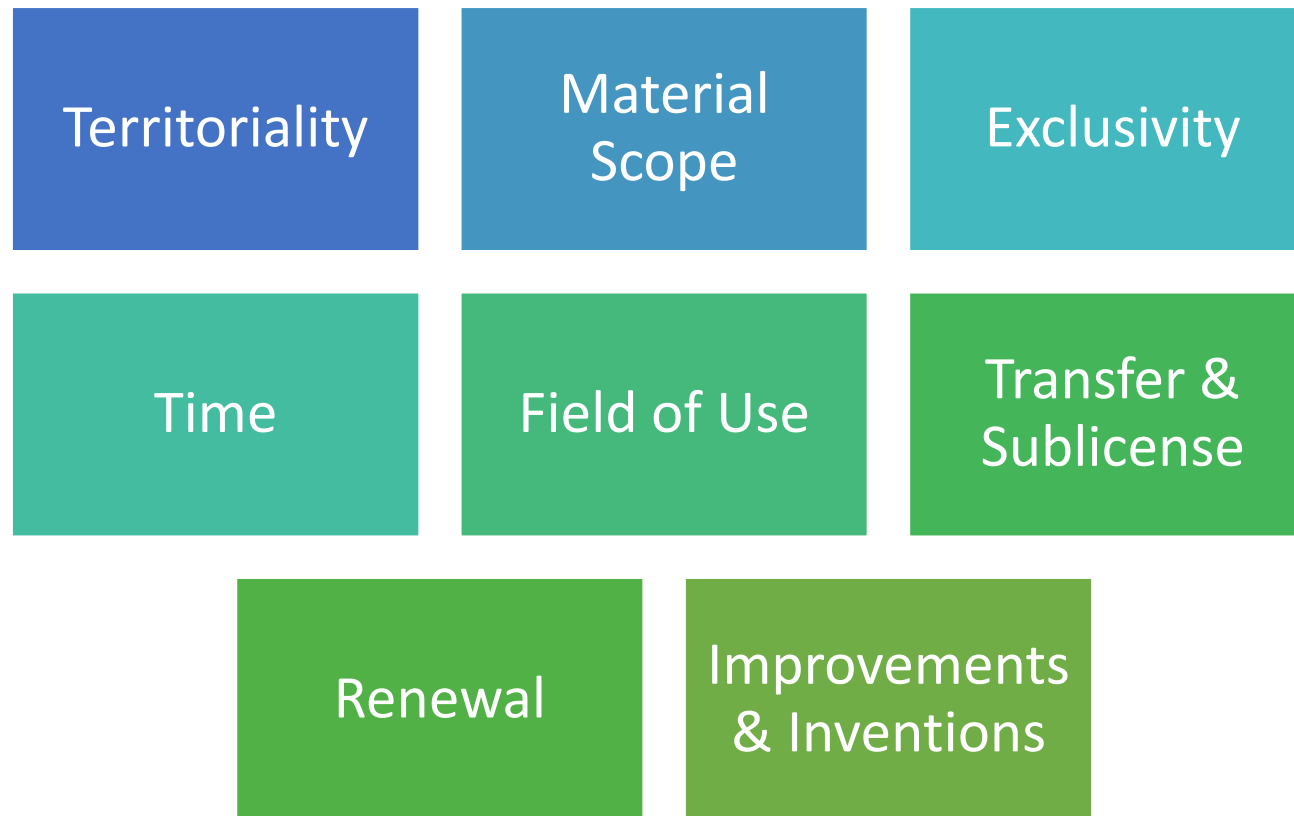
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## Agreements to Share Created IP



# Licensing agreement

 An authorization given by the licensor (patent owner) to the licensee to use the patent, possibly in return for financial remuneration (e.g. royalties, lump-sum).



# Types of licensees

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License to a  
competing  
undertaking

License to a non-  
competing  
undertaking



# OI and Main Agreements

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## Agreements to Create New Knowledge



# Creation of new knowledge

Individually

‘On Demand’

- Contract Research

In Collaboration

- Collaboration Agreement
- Consortium Agreement
- Joint Venture



# Concepts: Background IP – Foreground IP – Sideground IP



## Background IP

- IP generated before the project

## Foreground IP

- IP arising from a project

## Sideground IP

- IP generated within the duration of the project but in non-project related activities




# OI and Main Agreements

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Agreements to Create New Knowledge /  
Creation of New Knowledge on Demand



# Contract Research Agreement

 An agreement under which one party agrees to develop the required new knowledge for another party for the financial remuneration. The latter party normally pays the costs and is responsible for the risks.

|                                 |              |                                 |
|---------------------------------|--------------|---------------------------------|
| Finance                         | Reporting    | Confidentiality                 |
| Background IP (+ access rights) | Improvements | Foreground IP (+ access rights) |
| Patent Costs and Maintenance    | Publication  | Applicable law & jurisdiction   |



# Allocation of Ownership of Foreground IP

Sole  
Ownership

Joint  
Ownership

Sole  
Ownership +  
License



# OI and Main Agreements

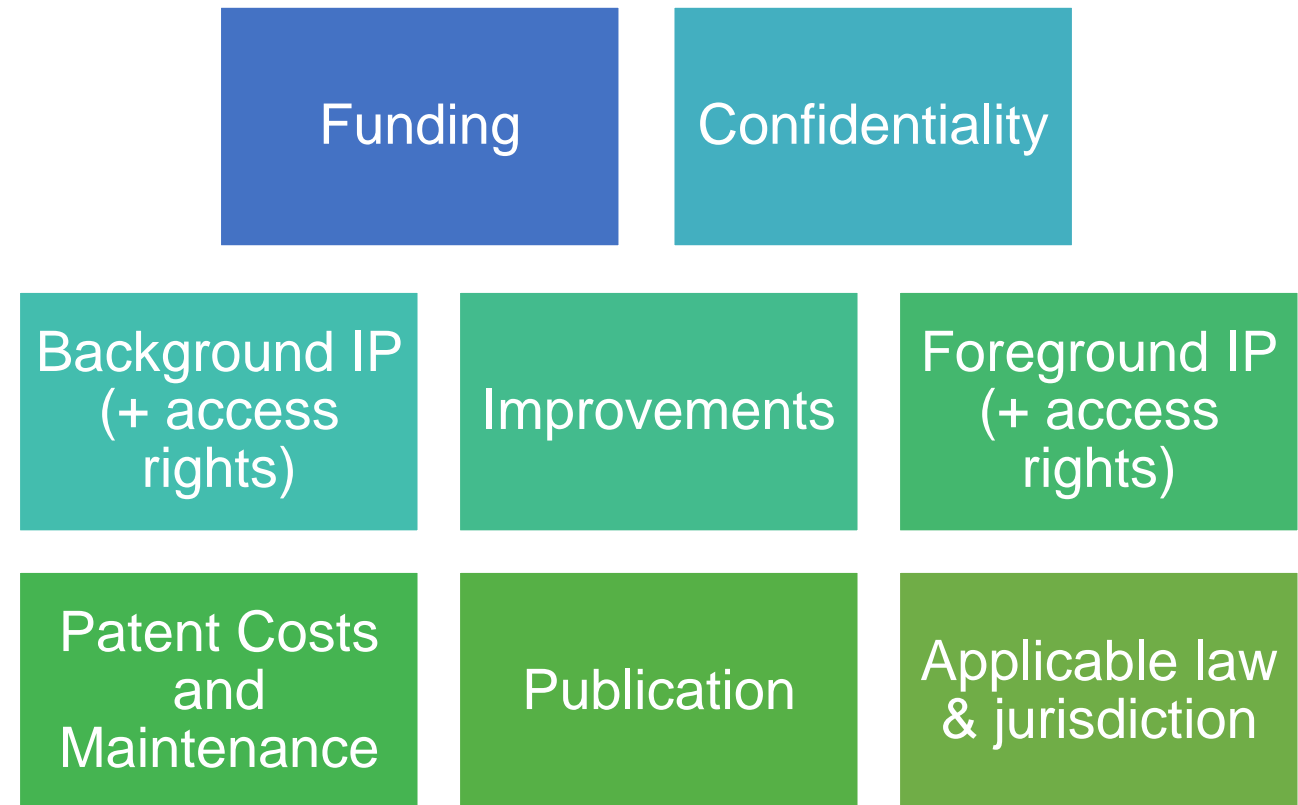
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Agreements to Create New Knowledge /  
Creation of New Knowledge in Collaboration

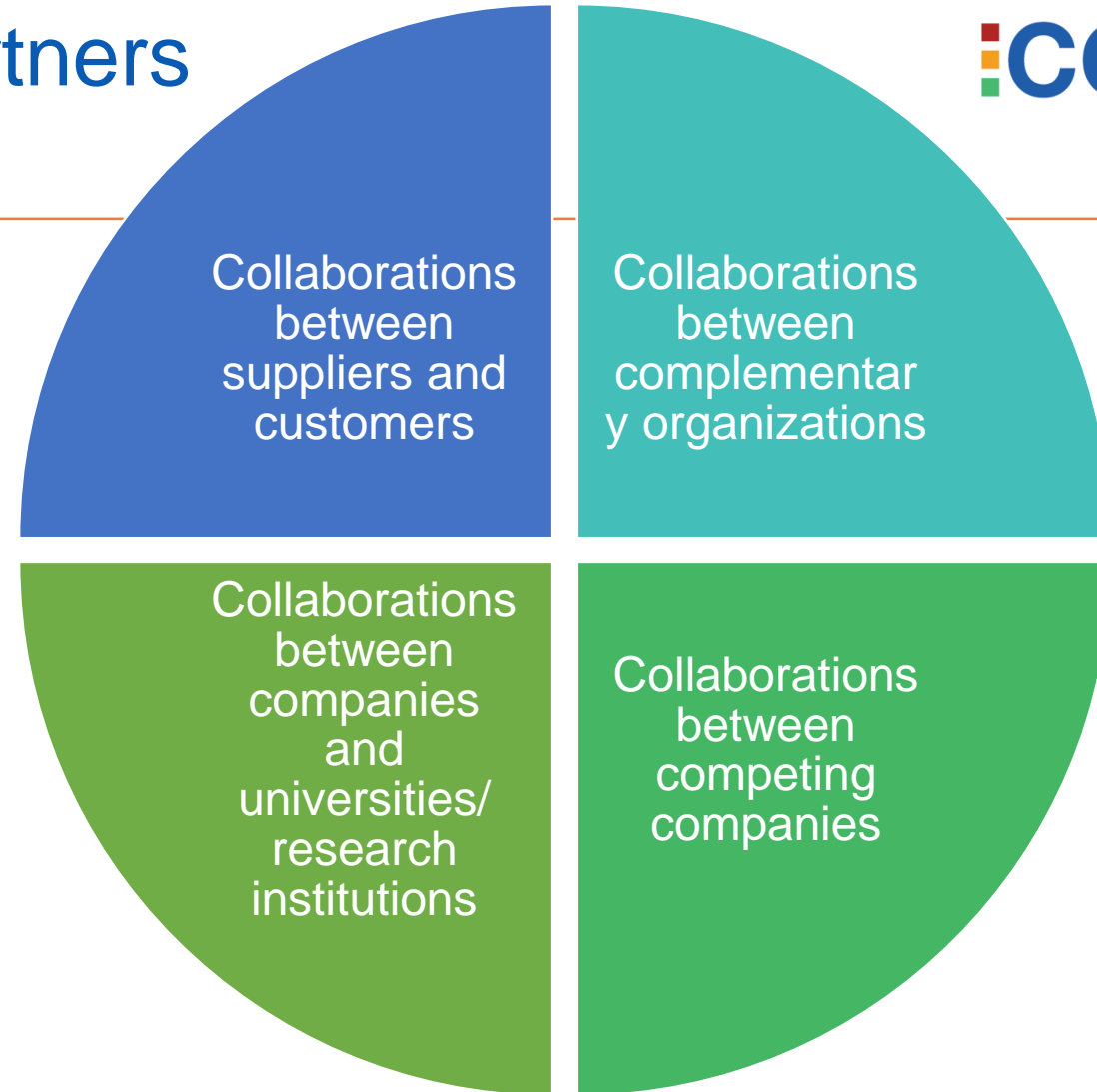


# Collaboration Agreement

- An agreement under which parties collaborate to jointly develop new knowledge. In general the project is jointly funded and both risks and benefits are shared.

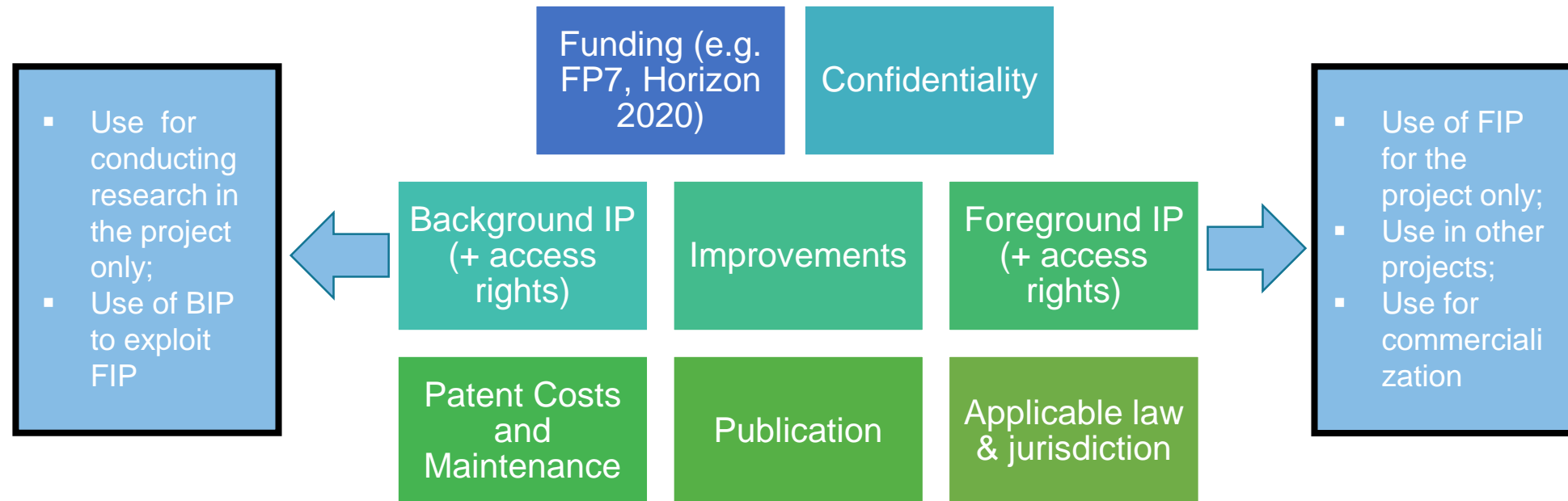


# Collaborating partners



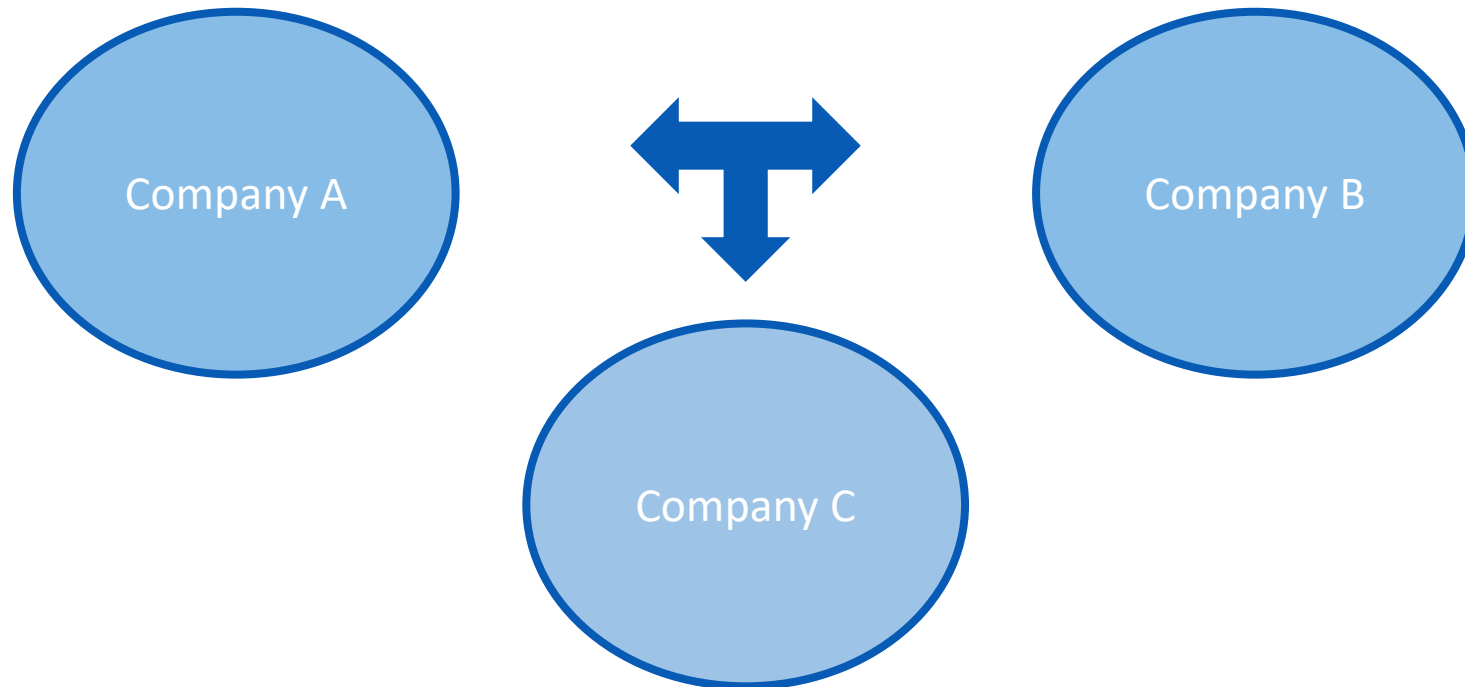
# Consortium Agreement

- A project management agreement that accompanies a collaboration agreement for a large consortium of research partners.



# Joint Venture

- An agreement under which several companies agree to establish jointly a new entity for specific project or for continuous business relationship.





# Thank you for your attention!



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