

International Event Partners

Intellectual Property Ireland 2010

3rd Annual Intellectual Property, Trademark & Copyright Ireland 2010

“Research, Innovation & Investment”

18th February 2010
The O’Callaghan Daveport Hotel, Dublin 2, Ireland

Proceedings Sponsor:

Official Supporters:

Business
& Finance

Produced by:



INTELLECTUAL PROPERTY IRELAND 2010

3rd International Conference for Intellectual Property, Trademarks and Patent
18th February 2010, O'Callaghan Daveport Hotel, Dublin 2, Ireland

“Research, Innovation & Investment”

18TH FEBRUARY 2010

08.00 – 08.50	Registration & Morning Coffee	Sponsored by:
---------------	-------------------------------	---------------

08.50	Chairperson Opening Address – Eamonn Laird, Controller of Patents, Designs & Trade Marks
-------	--

Session 1 –	The New Role for IP in Ireland
-------------	--------------------------------

09.00 **Opening Address – Conor Lenihan, Minister for Science, Technology & Innovation**

09.30 **The role of IP Today**

- The link between R&D and IP
- The value of IP
- From IP to exploitation by companies

Prof. Frank Gannon, Director General, Science Foundation Ireland

10.00 **Commercialization & Financing IP**

Raising finance to bring new inventions to market is one of the most challenging steps in the innovation process. Especially in a climate of economic uncertainty where credit is becoming difficult to obtain, knowing how to use IP to secure the finances is vital for nurturing innovation.

Dr. Chris Horn – Entrepreneur / Chairman, Engineers Ireland

10.30 **CASE STUDY: IP Success in the Global Economy – DecaWave**

DecaWave is a pioneering fabless semiconductor company which has developed a complete, single chip CMOS ultra wideband IC based on the IEEE802.15.4a standard. They currently have 18 employees located in Ireland, France, the US and Asia. By 2011, the company plans to recruit 40 additional engineers and is filing additional patents around its technology (it's first essential patent granted and published, 4 more to follow in Feb '10) DecaWave forecasts revenues of €84m in 2013 and has demand for that number.

Ciaran Connell, CEO, Decawave Ltd.

Questions & Answers

If you would like to submit a question to the panel please e-mail it to speakers@i-ep.com

11.00	Coffee Break	Sponsored by:
-------	--------------	---------------

Session 2 –	DEVELOPING A STRATEGY
-------------	-----------------------

Moderator –

11.30 **Has your company got the freedom to operate?**

"Freedom to operate" (FTO), is usually used to mean determining whether a particular action, such as testing or commercialising a product, can be done without infringing valid intellectual property rights of others.

But do you have it?

Conor Boyce, Partner, FRKelly

12.00 **Enterprising Outlook for IP**

Mary Gillick, Manager - Technology Transfer Strengthening Initiative, Enterprise Ireland

12.30 **Developing & Leveraging intellectual assets by Maximising the Value of a Business's IP**

- How to carry out an IP audit of your business – key questions
- Follow on spring-cleaning – what to do with the answers!
- Procedures to ensure ongoing good housekeeping.

Senior Representative, Partner, MacLauchlan & Donaldson

13.00	LUNCH	Sponsored by:
-------	-------	---------------

INTELLECTUAL PROPERTY IRELAND 2010
3rd International Conference for Intellectual Property, Trademarks and Patent
18th February 2010, O'Callaghan Daveport Hotel, Dublin 2, Ireland

“Research, Innovation & Investment”

Session 3 IP INSIGHT

Moderator –

14.15 Alternative Dispute Resolution (ADR)

“The most important knowledge to possess for successful diplomacy is the other guy's decision cycle.” - Colin Powell

With the current proliferation of trans-national R&D projects and the increasing awareness of the importance of protecting and exploiting Intellectual Property (IP) assets for business success, it has led to an increase in cross-border disputes. Resolving such disputes often requires court proceedings in different countries, thereby incurring time and money and the possibility of conflicting (and even unsatisfactory) outcomes.

In order to avoid that, in the IP field and particularly in an international context, instead of taking someone to court disputes are being resolved using other mechanisms, closer to the parties' interests.

- What is ADR?
- Advantages and Disadvantages of Litigation
- Advantages and Disadvantages of ADR
- ADR Developments in Europe
- ADR in Ireland, Europe and internationally
- Practical tips

Maureen Daly, Partner, Beauchamps Solicitors

14.45 Technology Collaborations & Joint Ventures: IPR Requires Smart Planning

Joining forces with another company or a university can be the best or only way to bring a new medical technology to market, especially in a weak economy. However, this approach requires company executives to make decisions on some important issues—especially with regard to the intellectual properties (IP) to be handled or developed by the partnering organizations.

Key IP-related issues to be addressed when considering a joint venture include what types of organizations will make a suitable partner; what is the strength of the partners' existing IP; whether each partner is free to use required technologies; what entity will own newly developed IP; and what rights should the joint developers have.

Tommy Byrne, IP Director, hp Enterprise Services Ireland

15.15 Technology Transfer for Small and Medium Sized Enterprises

The application of the technology transfer processes is dominated by the transfer of technological know-how developed in government or university laboratories to the private sector. The success of this form of public-private collaboration owes thanks in large part to an enabling environment provided by comprehensive technology transfer policy, clear guidelines from Forfas in an extensive Policy Document and Governmental support through the funding of the Technology Transfer Strengthening Initiative (TTSI).

What is most interesting about this enabling environment is that while some of the technological know-how developed by government and university laboratories is transferred to large, multinational corporations, the real beneficiaries of the Irish technology transfer model are Small and Medium Sized Enterprises (SMEs).

Dr. John Whelan, Case Manager (ICT), Trinity Research & Innovation

15.45 Valuation of IP for Companies

- Big IP valuation issues currently
- Methods of valuation
- Accounting & marketing values – know the difference
- Valuation concepts distinguished

Kelvin King, Director, BNP Paribas Valuation Consulting

Questions & Answers

If you would like to submit a question to the panel please e-mail it to speakers@i-ep.com

INTELLECTUAL PROPERTY IRELAND 2010

3rd International Conference for Intellectual Property, Trademarks and Patent
18th February 2010, O'Callaghan Daveport Hotel, Dublin 2, Ireland

“Research, Innovation & Investment”

Stream “B” –	Software & Tax	Sponsored by:
--------------	----------------	---------------

- 14.15 **IP Tax Initiatives**
Andrew Quinn, Partner – Tax, **A&L Goodbody**
- 15.00 **IP Tax Initiatives**
Anna Scally, Partner, **KPMG**
- 15.30 **Ensuring a Licensing Agreement Allows for the Use, Manipulation, and Control of Open Source Code**
- Understanding what the development and business models are for open source software
 - Determining the effect open source code in the product development
 - Determining how is the proprietary use of the software affected?
 - Determining ownership of the IP when open source code is used
 - Adhering to the requirements of open source licenses
 - Determination of when it is or is not beneficial to go to open source
 - Examining the financing implications and M&A transactions of the use of open source software
 - Considering the business and legal risks of using open source code
- Senior Representative, Position, Company**
- Questions & Answers**
If you would like to submit a question to the panel please e-mail it to speakers@i-ep.com

16.00 – 16.30	Coffee Break	Sponsored by:
---------------	--------------	---------------

- 16.30 **PANEL – Overvaluing IP: Managing Expectations**
- There is a movement from many of the leading industrial players that university officials are impeding collaborations with long pre-partnership negotiations. It is also believed that their academic counterparts hold unrealistic expectations and ‘constantly’ overvalued the economic value of their IP and many cite administration and university regulations for the slowdown. Curiously, many now see far more barriers to and far fewer benefits from collaborating with universities.
- Moderator – Kelvin King**, Director, **BNP Paribas Valuation Consulting**
- Dr. John Whelan**, Case Manager (ICT), **Trinity Research & Innovation**
Ciaran Connell, CEO, **Decawave Ltd.**
Michael Martin, Irish Software Innovation Network Manager, **IBEC**
Ben Hurley, CEO, **National Digital Research Centre (NDRC)**
- Questions & Answers**
If you would like to submit a question to the panel please e-mail it to speakers@i-ep.com
- 17.30 **Close of Conference**

INTELLECTUAL PROPERTY IRELAND 2010

“Research, Innovation & Investment”

18th February 2010 – Dublin, Ireland

Deadline for booking 10th February 2010

Venue Details

O'Callaghan Davenport Hotel
Merrion Square, Dublin 2

Tel: (01) 6073500

Hotel Accommodation

Reduced rates for accommodation can be arranged by calling the hotel directly and quoting the event name

PLEASE FAX BACK TO IEP ON +353 (0)21 492 8909

PRICES & PAYMENT INFORMATION (please tick option)

1 DAY – IP Delegate €299 (Early Bird Rate €250 – 10th Feb. 2010)

I am an **IMDA** Member – ID No. _____ (10% discount)

I am a **HPSU** Company – ID No. _____ (20% discount)

* Please photocopy for multiple registrations

TOTAL € _____

WHO SHOULD ATTEND?

The IP Ireland 2010 conference is aimed at individuals, and businesses, large and small, which are currently involved, or are interested in learning about the possibilities of getting involved, in the area of intellectual property either through the commercial or educational sectors.

To do this IP Ireland 2010 has been designed to bring together many of the leading authorities on IP, to discuss and develop the ever increasing role which it plays within the research, educational & commercial organisations today. Delegates will have the opportunity to listen and interact with these experts in discussing the latest and most pressing IP issues.

Delegate Fee: The total fee for this event is €299 and includes attendance, coffee breaks, lunch and conference documentation.

Cancellations: Cancellations received in writing two weeks before the event will be subject to a service charge of €199. The full conference fees remain payable on and after the two weeks before the event. Substitutions are welcome at any time. It may be necessary for reasons beyond the control of the organiser to alter the content and timing of the programme or the names of the speakers.

Data Protection: The personal information shown and /or provided will be held on a database and might be shared with companies within the IEP group. It may be used to keep you, or any additional names provided by you, up to date with developments in your industry. Sometimes these details may be obtained from or made available to external companies for marketing purposes. Should you not wish your details to be used for this purpose please contact The Database Manager, IEP, Rubicon Centre, Bishopstown, Cork, Ireland.

DELEGATE DETAILS

1. (Mr. / Mrs. / Ms / Miss / Dr) Forename : _____ Surname : _____

Job Title: _____ Email Address: _____

Tel: _____ Mobile: _____

2. (Mr. / Mrs. / Ms / Miss / Dr) Forename : _____ Surname : _____

Job Title: _____ Email Address: _____

Tel: _____ Mobile: _____

COMPANY DETAILS

Company: _____

Address: _____

City: _____ Postcode: _____ Country: _____

VAT Reg. No. _____ Type Of Business: _____

PAYMENT DETAILS

Enclosed is a cheque made payable to Dan Morrissy

Bank Transfer:

Bank details: Permanent TSB, 1 Curraheen Rd., Bishopstown, Cork, Co. Cork, Ireland

Account No.: 1426 2748

Sort code: 99-07-09

IBAN: IE42IPBS99070914262748

BIC / Swift: IPBSIE2D

INTERNATIONAL EVENT PARTNERS (IEP) RULES AND REGULATIONS

- A. Conference participants (hereinafter "participants") shall be bound by the conditions, rules and regulations set forth in this agreement and any changes must be made in writing and signed by an authorised official of International Event Partners Limited (hereinafter referred to as "IEP") who shall have full power to interpret and to make or amend these rules, provided that such amendments and additions do not operate to diminish the rights reserved for the participants under this agreement, and shall not operate to increase liabilities of its Sponsors, Agents or Employees.
- B. Participants shall not be permitted to attend the conference unless the conference fees for the participant have been paid in full prior to the opening day of the conference.
- C. Participants are expected to comply with any building and security regulations and any and all Government rules and regulations.
- D. Rights of participants are not assignable to any other firm or person.
- E. Sound, audio or video devices operated by participants in a manner objectionable to IEP, other participants or the Conference Committee are prohibited.
- F. Participants shall not permit raffles, donations or other promotional measures that require members or guests to be present at a specified location and time, and all promotional plans must be approved by the IEP or the Conference Committee in advance.
- G. Attendance hours shall be controlled solely by IEP or the Conference Committee, who will specify hours etc., and admission by participants shall be by ticket or badge. Identification badges are not transferable.
- H. IEP, its employees or agents, the Conference Committee, and Sponsors, are not responsible for any loss, theft or damage by fire or injury of any nature to any person or article. IEP, while taking reasonable precautions against loss, will not guarantee against it and IEP is hereby expressly released from any liabilities for injury or damage there from. Participants are urged to adequately insure their property and any other equipment for which they are responsible, and their personal effects.
- I. IEP, its employees or agents, the publisher of the conference proceedings, the Conference Committee and Sponsors will not be responsible for any errors or omissions on copy prepared and submitted by any advertiser or participant.
- J. The signature of the application and its receipt by IEP is conclusive evidence of the applicant's agreement to pay the full fees due from that moment. Participants wishing to cancel their attendance must give notice in writing to IEP and registration costs are non-refundable. If a participant cancels within 4 months of any event taking place, the participant will remain liable for the full value whether or not the participant actually attends the event.
- K. IEP, its employees or agents, the Conference Committee and Sponsors shall not be liable for loss, damage or delay resulting from acts of war, civil commotion, strikes or lockouts intervention or regulation, military activity or any other circumstances which shall make it impossible or inadvisable for IEP to hold the Conference at the time and place provided, and IEP reserves the right to re-schedule the event at another date and/or at an alternative site. Furthermore, IEP will not be responsible and will be held harmless should any conflicts or misinterpretations arise with the host country, its sponsors, agents or other bodies regarding any and all aspects of the Conference which may affect the participants. The participant acknowledges that IEP have also sustained damages and losses as a result of the foregoing, and hereby waives all claims for damages or compensation. The participant also agrees that sums paid to IEP as fees or otherwise in connection with the Conference shall remain the property of IEP.
- L. IEP, its employees or agents, the Conference Committee, and Sponsors are not responsible for assisting participants in obtaining a passport or visa for entrance into the country where the event is to be held. The fact that the participant is unsuccessful in obtaining these documents from the necessary government authorities does not constitute a basis for cancellation of this agreement /application and it is clearly understood that no refunds whatsoever will be made. The participant, however, may by agreement with IEP substitute another party or company who meets the entry and government formalities necessary for entry into the country where the event is to be held. Such substitution shall be the sole responsibility of the contracting participant.
- M. IEP, its employees or agents, the Conference Committee, and Sponsors are not responsible for any loss, damage or delay incurred in freight shipments (transport, handling and clearing) into and out of the country in which the Event is held, nor is IEP liable for any import tax or duties. Participants are urged to adequately insure all such shipments.
- N. IEP, its employees or agents, the Conference Committee, and Sponsors are not responsible for any loss due to cancellation, abandonment, postponement or curtailment in whole or in part of the Conference for causes outside their control. Participants are recommended to adequately insure their participation expenses in case of such cancellation etc.
- O. The participant expressly acknowledges that no representations - whether oral or in writing, expressed or implied - have been made concerning the amount of business to be gained from the Conference, its success or that IEP, or any of their subsidiaries or affiliates, employees or other entities allied with them have made any guarantees or assurances concerning the conference. The participant further acknowledges that this document constitutes the entire agreement and the binding rules and regulations existing between the parties. No one is authorised to make any oral changes in this agreement.
- P. This agreement shall be governed by and construed according to the law of the United Kingdom. Any dispute between the parties under this agreement will fall under the jurisdiction of the Courts of the United Kingdom.