

transfer offices now have the option of claiming ownership of professorial inventions, which has added a new dimension to R&D collaboration. To streamline the situation, academia and industry, in collaboration with the government, have developed several model agreements on R&D, such as “the Berlin Agreements” and “the BMWi Model Agreements” clarifying ownership issues in R&D.²⁷³ If similar models could be used to cater to R&D collaboration between private sectors in developed countries and public or private counterparts in developing countries, that could help provide legal certainty and practical guidance to parties.

3. Financing Innovation and Patenting Costs

Complementary incentives²⁷⁴ and pull programs²⁷⁵ are increasingly considered as a catalyst for green innovation. Examples include “H-prize” to promote the transition to a hydrogen economy, “the Automotive X Prize” for more efficient vehicles, advanced purchasing commitments targeting energy consumption, and carbon trading.²⁷⁶ Kremer notes that these climate change-related pull mechanisms can provide potential benefits to countries with limited capacities.²⁷⁷

Funding patenting costs can also be an effective policy since patenting decisions are observed to be sensitive to fee variations.²⁷⁸ For example, KIPO offers a 50% reduction of application fees for SME applicants (which also cover the cost for

273 Meital Werner and Heinz Goddar, *Technology Transfer between Academy and Industry – a Comparison of the Situation in Germany and the United Kingdom*, LES NOUVELLES 198, 200 (Sept. 2009) (explaining the mechanism in the model agreements as follows: “[t]he model agreements are creating a direct contractual obligation between the university professors and the industry partner. Through this contractual obligation, rights of university professors can be surrendered by them with no legal conflict concerning the employer-employee relationship between the university and university professors. The abolition of the professor’s negative freedom to publish is specified explicitly in the agreement by the professor’s obligation to surrender his right to negative publish under § 42(2) in respect of all research results. The professor’s freedom of research and teaching is also renounced by the parties’ commitment to perform the work to their best ability and to provide each other with the necessary information for the performance of the work. The industry partner’s concern in regard to inventor’s right to file patent applications in those countries where the employer does not wish to file was overcome by the parties’ consent that the decision to file any additional foreign applications remains entirely at the discretion of the industrial partner, and will be filed under his name only, as well as the decision to surrender patents in individual countries”).

274 *E.g.*, *supra* note 24.

275 MICHAEL KREMER AND HEIDI WILLIAMS, PROMOTING INNOVATION TO SOLVE GLOBAL CHALLENGES: OPPORTUNITIES FOR R&D IN AGRICULTURE, CLIMATE CHANGE, AND HEALTH 3 (The German Marshall Fund of the United States 2008).

276 *Id.* at 14.

277 *Id.*

278 *Supra* note 4.

examination and the first year registration fee).²⁷⁹ In Germany, applicants are entitled to reduction of annual fees if they are willing to grant a license to anyone wishing to use the invention in return for reasonable compensation.²⁸⁰ Such policies could also be employed as incentives for private sector participation in green technology transfer programs.²⁸¹

279 WIPO, KIPO Activities Targeted at the SMEs Sector, at http://www.wipo.int/sme/en/best_practices/kipo.htm (last visited Aug. 16, 2010).

280 Article 23(1) of the German Patent Act.

281 *Supra* note 246.

