Conference report on the Young INGRES Roadshow event YI @ University of Neuchâtel Law faculty, chaire de propriété intellectuelle et de l'innovation

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The third Young INGRES Roadshow event, entitled "IP and entrepreneurship: where innovation meets business", took place at the University of Neuchâtel on 29 October 2026. Following the previous stops in Zurich and Basel, the roadshow crossed the Röstigraben to bring together different perspectives from Switzerland's intellectual property community. Three speakers explored how intellectual property supports innovation and commercial activity: Filip De Corte, Head of IP at Syngenta Crop Protection AG; Ada Sofie Altobelli, Senior Legal Counsel at European Football Clubs, representing the LES Switzerland Young Members Congress; and Jonathan Selvadoray, Founder and CEO of Zaven. Their presentations addressed collaborations with start-ups, the practical drafting of licensing agreements, and the transformation of legal services through data and artificial intelligence. The evening concluded with a panel discussion and a networking apéro.

IP in collaborations and acquisitions with start-ups: the Holy Grail or a Trojan Horse?

Filip De Corte opened the substantive programme with a candid perspective on collaborations between established companies and start-ups. In the crop protection industry, regulatory pressure on conventional chemicals and the development of biologicals, precision agriculture and digital solutions make access to external expertise increasingly important. Collaborations can supplement limited internal resources and accelerate innovation. However, he cautioned that enthusiasm for external technologies, the fear of missing out and market expectations can also influence decisions, sometimes at the expense of a sufficiently critical assessment.

A central theme was the different "operating systems" of start-ups and large corporations. A start-up typically concentrates its resources on a small number of projects and can move quickly. A larger company manages a portfolio in which even a promising project may lose out to another with a stronger business case. The partners also differ in their administrative processes, exposure to regulatory and commercial constraints, and perception of risk. De Corte stressed that mutual understanding and frequent communication are essential to a productive collaboration.

These contrasting priorities become particularly apparent in IP strategy. For a start-up, a patent application may be an important asset for attracting investors and demonstrating the value of its technology. An established company, by contrast, needs rights that can support commercialisation and be enforced in practice. The mere existence of a patent is therefore insufficient: the scope of the claims, the ability to establish infringement, geographical coverage and a consistent prosecution strategy all require careful consideration.

De Corte then turned to the potential "Trojan horse" hidden within an attractive collaboration or acquisition. Weak or invalid patents, unsuitable claims or inconsistent positions taken during prosecution may undermine the expected value of a technology. Know-how can also be closely tied to individuals who may leave after an acquisition. He expressed particular scepticism about relying on trade secrets in large organisations and international manufacturing networks, where information must be shared with numerous employees and external partners. His remarks highlighted the practical difficulty of preserving confidentiality as a business grows.

In the ensuing questions, De Corte emphasised the importance of freedom to operate. A technology developed by a small company may attract a different level of litigation risk once acquired and commercialised by a larger business. Freedom-to-operate assessments must also reflect the intended

geographical markets, rather than only the start-up's original market. Such assessments can be costly and particularly challenging when the acquiring company enters an unfamiliar technological field.

The discussion also addressed how the parties should share the benefits of a collaboration. Their respective contributions, including funding, expertise, know-how and equipment, should be considered from the outset. De Corte underlined that the arrangement must preserve the smaller partner's incentive and ability to continue developing its technology. His concluding message was to keep the common commercial objective in view: bringing a product to market and being able to defend its exclusivity. Comparing the agreement to arrangements for a potential divorce, he encouraged the parties to address difficult scenarios while the relationship is still positive. Ultimately, sound contractual arrangements and a constructive working relationship must go hand in hand.

Dos and Don'ts in licensing

Ada Sofie Altobelli began by introducing the Licensing Executives Society and its Young Members Congress. She described an interdisciplinary network bringing together professionals interested in intellectual property, technology and licensing, including lawyers, patent attorneys, engineers, social science professionals, in-house specialists and academics. The Swiss group's lunches and breakfast meetings offer an informal setting for exchanging experience and asking questions, including on subjects outside participants' usual areas of practice.

Turning to licensing, Altobelli used the example of PULSE ATHLETICS, a hypothetical Swiss sports brand licensing its sports bottles to HydroSport. The proposed deal provided for an exclusive Swiss licence, a 5% royalty on turnover and a three-year term. A single product may involve trademarks, patents, copyright, designs and know-how. The first question is whether the licensor holds the rights it intends to license. Commissioning a design or photograph does not, in itself, transfer all relevant IP rights. The chain of title must therefore be secured before rights are licensed to a commercial partner.

The agreement should then define precisely what is licensed and for which activities, products and territories. Permission to use a trademark on a bottle, for example, does not necessarily extend to other products. The parties should also clarify the meaning of exclusivity, including whether the licensor retains the right to sell the product itself, and whether the licensee may involve third-party manufacturers or grant sublicences. Leaving these points implicit creates scope for disagreement later.

Altobelli also stressed the need for a clear financial framework. Her slides showed that a 5% royalty on CHF 100,000 in sales produces a different result from the same percentage applied after agreed deductions for discounts and customer returns. The agreement must define the calculation base, reporting requirements, payment dates and proportionate audit rights. Depending on the arrangement, remuneration may instead take the form of a lump sum or a payment linked to individual sales.

Quality control and the allocation of responsibility formed another important part of the presentation. Brand guidelines, approval procedures, quality standards and inspection rights can help address incorrect branding, defective packaging or faulty products. The agreement should also anticipate third-party claims, the allocation of legal costs and the handling of affected goods. Altobelli further reminded the audience that contractual control remains subject to competition law. Her slides illustrated potential concerns through minimum resale prices, restrictions on unsolicited cross-border orders and exclusive rights to improvements, stressing the need to assess restrictions in their contractual and market context.

Finally, the parties should plan for the end of the relationship. Using the example of HydroSport holding 10,000 unsold bottles at expiry, Altobelli illustrated the importance of defining any permitted sell-off period and the royalties payable. The agreement should also address when production and brand use must stop, final payments, and the return or deletion of confidential information, subject to necessary exceptions. Her

concluding checklist included adapting the contract to the transaction and recording the governing law and dispute forum.

Rewiring the business-law firm relationship in an AI/data-driven world

Jonathan Selvadoray concluded the presentations with an outlook on the transformation of the legal industry. He identified data, artificial intelligence and agents as the principal drivers of change. While acknowledging the risks of unreliable outputs and the challenges of organising data, he argued that the pace of technological development requires both legal departments and law firms to take an active role in shaping their future working models.

His central slide presented "The Legal Department as the Operating System", with the in-house team responsible for orchestration, control and decision-making. Serving the business as its internal client, the department coordinates law firms, technology providers, agents and alternative legal service providers. It must decide which tasks remain in-house, which can be supported or performed by AI, and which should be entrusted to external providers. Decisions about where work is performed and where data is held are equally important. Selvadoray used "data gravity", described on the slide as a source of control, to explain how control over data can influence the relationship between clients and service providers.

He also highlighted the pressure on in-house teams to keep pace with the wider business. As other departments adopt new tools, legal functions must demonstrate that they can provide timely and useful support. He envisaged a broader role for lawyers combining legal advice with the development and supervision of systems, as well as continuous learning and the training of colleagues. For those entering the profession, engagement with technology would therefore become an integral part of legal work.

For law firms, Selvadoray saw opportunities to deliver advice more efficiently while maintaining profitability. Realising those opportunities would require greater investment in technology and teams incorporating skills such as data science and legal engineering. He questioned whether traditional partnership structures always provide the right incentives for long-term investment. He also suggested that the debate about the future of hourly billing should not distract from the more fundamental question of how legal services are produced and delivered.

Selvadoray challenged the assumption that human judgement necessarily distinguishes every task performed by a lawyer, arguing that a substantial part of current work could be automated. He nevertheless saw a continuing role for law firms, particularly through their repeated experience of transactions and disputes, their broader exposure to market practice and their capacity to support overstretched in-house teams. In his view, firms could also become more proactive in anticipating clients' problems rather than waiting for individual instructions.

Panel discussion

The panel discussion returned to the opportunities and challenges of AI for young lawyers and smaller firms. Asked how junior practitioners could contribute alongside increasingly capable agents, Selvadoray encouraged them to participate actively in technology projects and develop the relevant skills. The audience also questioned whether smaller firms would be disadvantaged by the investment required. The discussion acknowledged both the financial challenges and the agility that can allow smaller practices to adopt new tools quickly and compete effectively.

The value of trade secrets prompted a further exchange. Responding to a participant who noted their growing importance, De Corte clarified that his scepticism concerned the practical challenges of maintaining secrecy, particularly in large organisations. Staff turnover, extensive access to information and outsourced manufacturing can make protection difficult. Where secrecy is relied upon, access controls and secure

information systems are therefore crucial. The exchange illustrated how the suitability of a protection strategy depends on the technology and the organisation concerned.

Participants also revisited the relationship between contractual safeguards and personal trust. While a good relationship may help the parties resolve difficulties, a carefully drafted agreement remains important when that relationship breaks down, including for determining remedies. In the discussion on AI, De Corte similarly emphasised the continuing importance of trust and human accountability in consequential decisions, such as whether to litigate. The evening closed with thanks to the speakers, the university host and the organisers, before participants continued their conversations over the apéro.