MATERIAX

GREENTOWN LABS COHORT

JUNE 2026

STARTUP–CORPORATE COLLABORATION

# THE MOAT & THE BRIDGE

*Winning together with corporate partners — without giving away your IP.*

**THESIS**

Build the bridge to scale — but keep the moat intact.

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THE BIG IDEA

# You can't scale alone — partnering is where IP leaks


The bridge gets you to scale. The moat keeps you defensible. Build bridges without draining the moat.

# Both sides want something — name it first

THE CORPORATE "WANT" EQUATION

**Internal** — resources, scale, market + **Your tech** — the external resource = **New product** — offering / business model

**STARTUP WANTS**

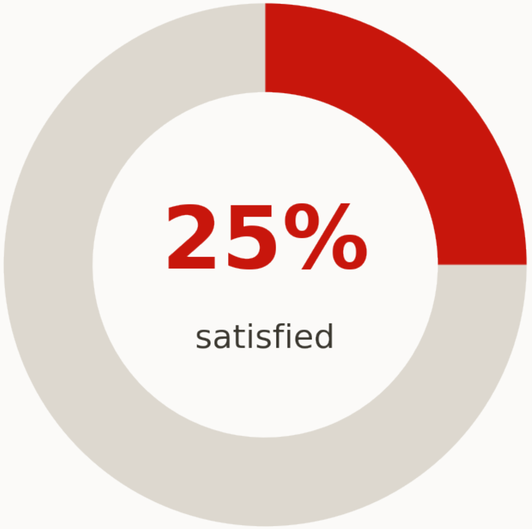
market access · investor signal · a first customer · capital

**CORPORATE WANTS**

faster innovation · new tech · a solved problem · ROI

WHY IT'S HARD

# Two worlds — most partnerships disappoint




**70%+** of corporate–startup partnerships fall short of expectations

**20%** of startups have clear, aligned milestones with the partner

**Fix the relationship first.** Aligned goals and trust make the IP terms easy. No clause saves a broken relationship.

WHERE MANY OF YOU START

# The starting line: a licensed foundation

*Plenty of climate hardtech begins with a university or other license — then builds proprietary IP on top.*

**LICENSED FOUNDATION**

University / other license — the underlying technology

**YOUR IP ON TOP**

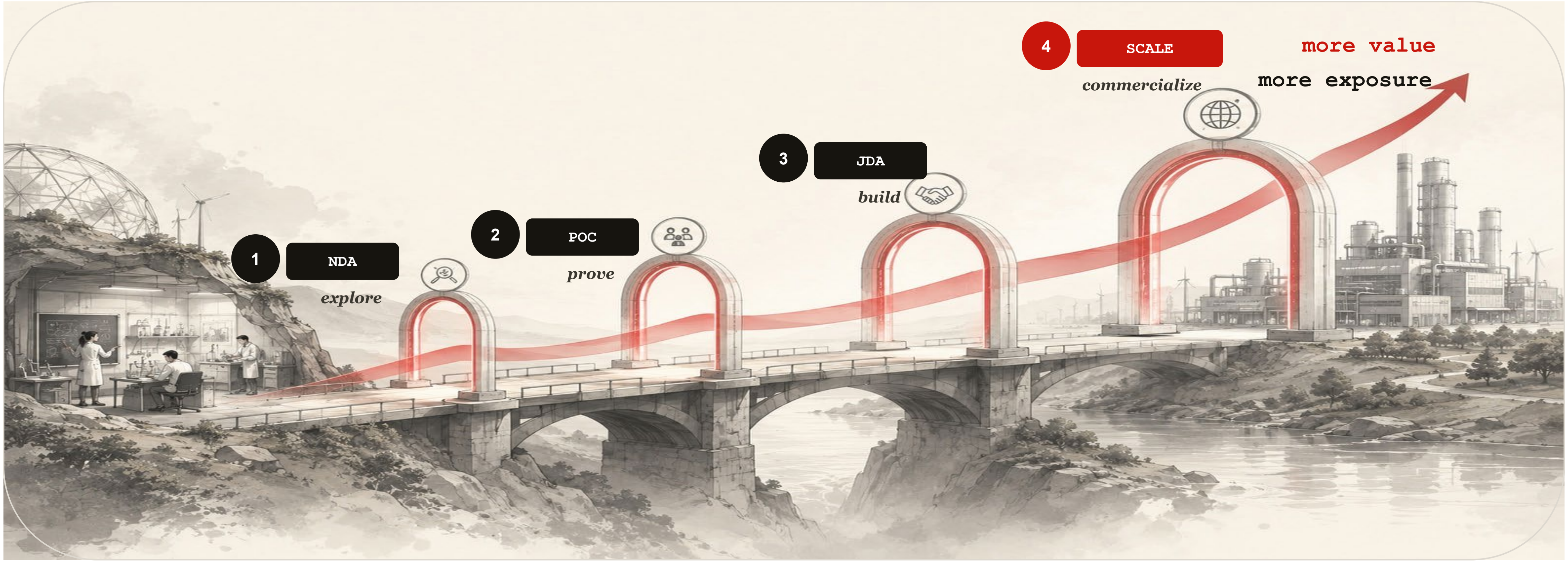
Your trade secrets, data & process — owned by you

**WATCH THE GRANTBACK**

A clause can pull your improvements back to the licensor

**Good news:** your improvements are yours — the license covers the underlying IP, not what you built on top. Just hunt that grantback clause before you scale.

# The collaboration journey is your IP-exposure curve




As integration deepens, value and exposure rise together. Keep the relationship one step ahead of the IP commitment.

THE BRIDGE · STAGE 1 OF 4

# NDA — explore safely


## ✓ DO

- Name trade secrets explicitly
- Define the field & term
- Keep a clean NDA track record

## ✕ AVOID

- A “residuals” clause
- Disclosing before you file
- Assuming NDA = ownership

# POC — prove value, isolate IP


## ✓ DO

- One SMART shared goal
- Share outputs via API
- Deploy as a service

## ✕ AVOID

- Handing over methods / weights
- New IP, ownership unclear
- Silent scope creep

# JDA — build together, on clear lines


| | |
|---|---|
| Background IP (clear: each owns own) | **FOREGROUND IP JOINT OWNERSHIP** |
| Pre-agreed split | **Assign owner BEFORE work** |

defined before work < > left undefined

A JDA is a business deal AND an IP framework. Draw the lines before you build.

**DO:** split background vs foreground IP; assign foreground ownership before work; set exclusivity & break-up.

**AVOID:** undefined joint ownership, grantback creep on your improvements, accidental joint inventorship.

# NDA vs. POC agreement vs. JDA

| Element | NDA | POC AGREEMENT | JDA |
|---|---|---|---|
| **IP ownership of new work** | NOT covered | Explicitly assigned to startup | Allocated background / foreground |
| **Data ownership** | Confidential only | Startup owns all data | Explicitly allocated |
| **Success criteria** | — | Defined & binding | — |
| **Post-engagement** | Confidentiality survives | 45–90 day decision | Post-term IP rights |
| **When to use** | First meeting | Before any pilot work | Before joint development |
| **Amazon's default** | Will sign | Pushes back on your version | Pushes for joint IP — refuse |

# Scale — license or JV without lock-in


## ✓ DO

- Sublicense for manufacturing
- Protect your field-of-use
- Set a clean exit

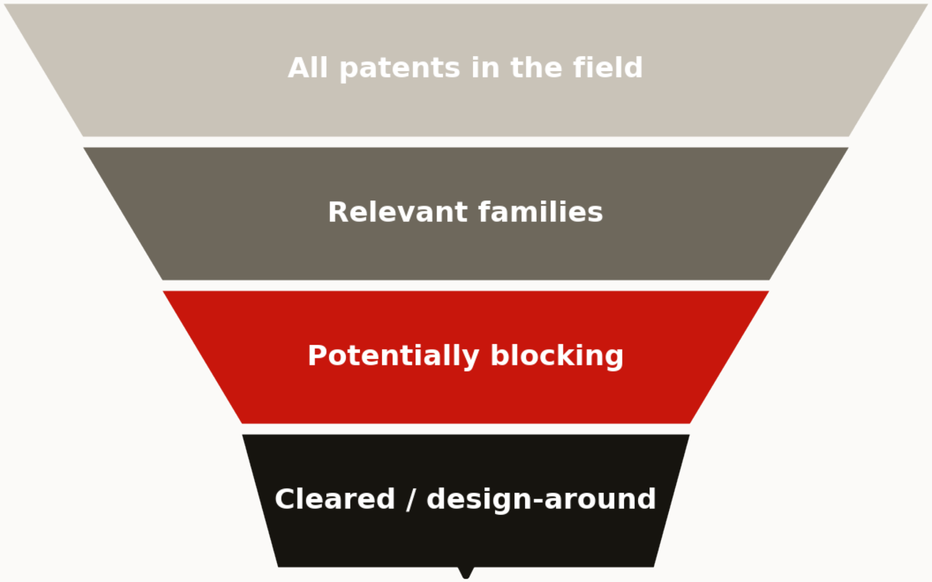
## ✕ AVOID

- Broad exclusivity
- Roadmap & pricing lock-in
- One-customer dependence

CAN YOU ACTUALLY LAUNCH?

# Freedom to operate = your right to launch

FREEDOM TO OPERATE




Before pilot or commercial launch, confirm your process doesn't infringe someone else's in-force patent.

**FTO ≠ ownership.** A trade secret won't shield you from a third party's patent. Different question entirely.

**The move:** a written FTO opinion before pilot. Cheap insurance — and investors will demand it at Series A.

# “Death by POC” trap — and how to lead it

**"DEATH BY POC" — always proving, never selling**


*ends with NO commercial agreement — Amazon keeps the data & synthesis report*

**20–30%**
POCs convert to paid deals

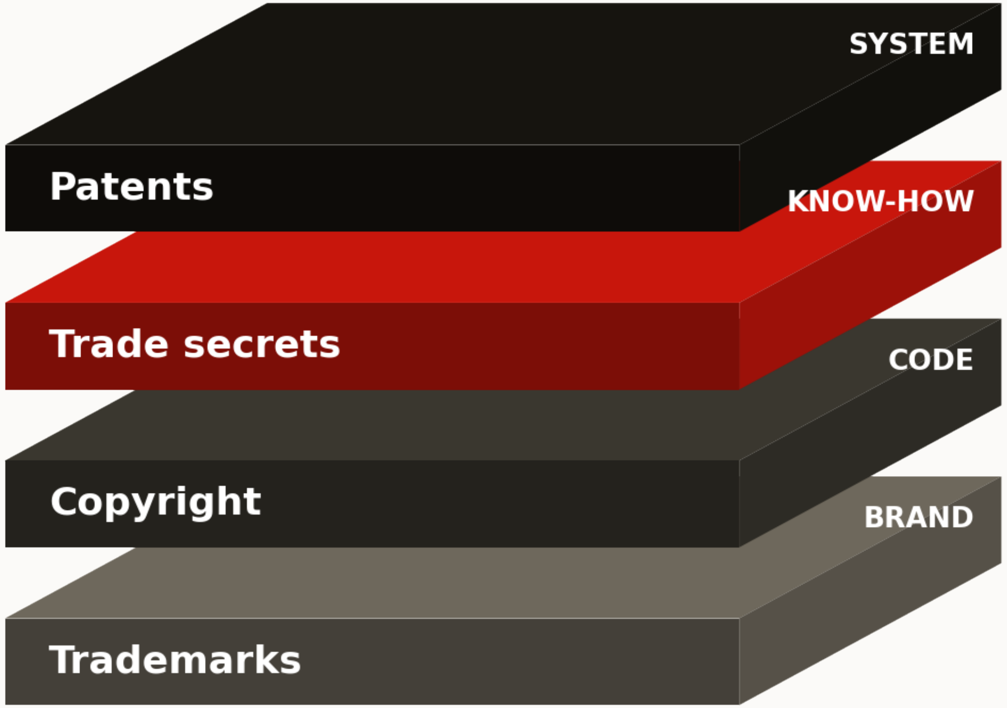
**40%**
die in procurement after technical success

**30%**
set success criteria in writing first

**3×**
more POC purgatory if the pilot is free

**Lead it:** write the hypothesis yourself · charge for the pilot ($5–50K) · call it “commercial validation,” not a POC · get a 45–90 day go/no-go decision in writing · run two other customer conversations in parallel.

# Four layers, working in parallel




### Patents

the integrated system — public, ~20 yrs

### Trade secrets

data, weights, process — indefinite

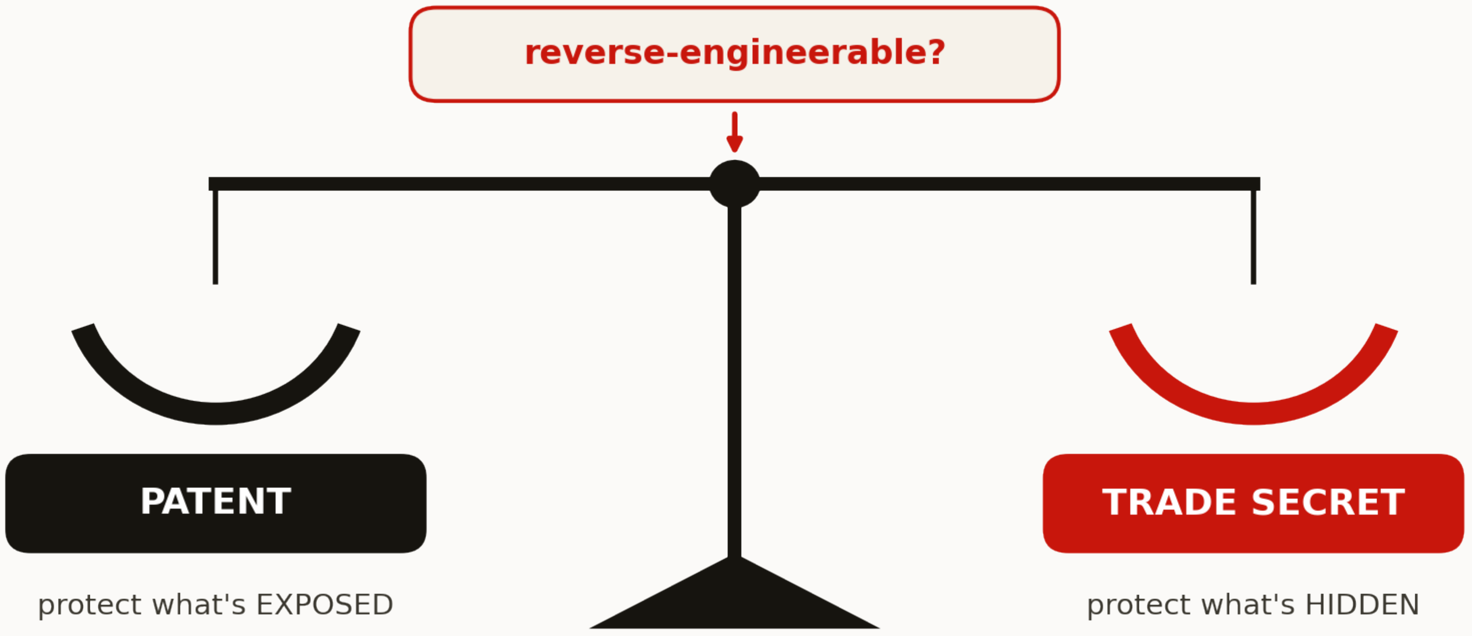
### Copyright

source code & docs — register cheaply

### Trademarks

brand & names — outlast the patent

# Patent vs. trade secret — the choice you can't undo




*A patent trades disclosure for ~20 years; a secret lasts forever but only while hidden. Filing publishes — no take-backs.*

# A trade secret is only as strong as the system behind it

### WHAT REAL DISCIPLINE LOOKS LIKE

- Pure need-to-know — if you don't need to know it, you don't
- Be prescriptive: what can & can't be said at universities, conferences, customers
- A documented, auditable trail — or you can't prove it in court
- Be honest you'll maintain it — every day, for years

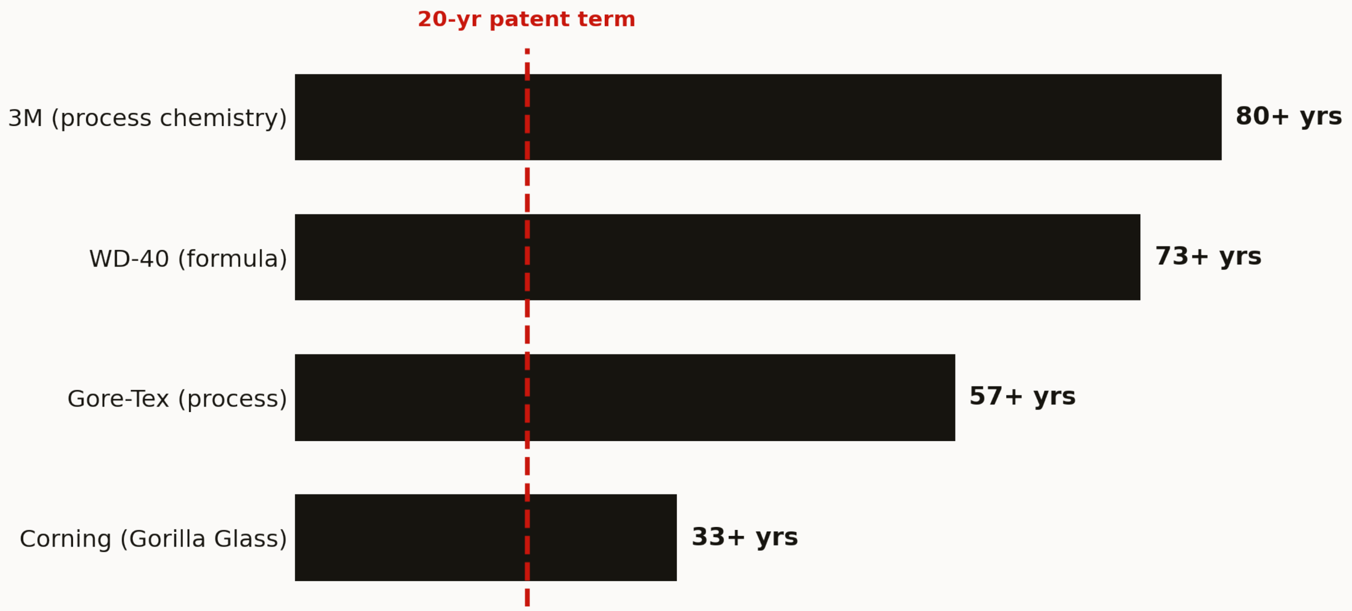
### TWO WAYS IT BITES

**People walk out with it.** LG Energy Solution v. SK Innovation — $1.8B; cathode & battery know-how leaked through staff moving between rivals.

**Someone patents it first.** Keep a process secret and a rival files it — you can lose what you built, even if you ran it first.

**Coca-Cola, 3M, Gore-Tex, Corning didn't win on secrecy —** they won on the system that maintained it. "Don't talk about it" is a discipline, not a slogan.

# In materials, the process secret outlives the patent




**$1.8B**

LG ENERGY SOLUTION v. SK INNOVATION

EV-battery trade secrets, US ITC, 2021. Leaked largely through people moving between competitors.

*The #1 leak path is people and partners — which is why collaboration discipline IS your IP protection.*

THE MOAT · YOUR DYNAMIC IP

# Your IP changes shape across the process

**STEP 1**

**ML Intelligence**

data · algorithm · weights

**TRADE SECRET**

→

**STEP 2**

**Hardware Integration**

standard parts, novel config

**PATENT (system+method)**

**Combined digital + physical system = your STRONGEST patent**

*Protect each step on its own terms — the combined system is the most defensible thing you own.*

# Map every asset to the right protection

| | KEEP SECRET | PATENT |
|---|---|---|
| STEP 1 ML | Training data, algorithm, model weights | Only the training method when tied to a hardware result |
| STEP 2 HW | Calibration & process parameters, assembly know-how | The novel configuration + ML→hardware interface (system & method) |

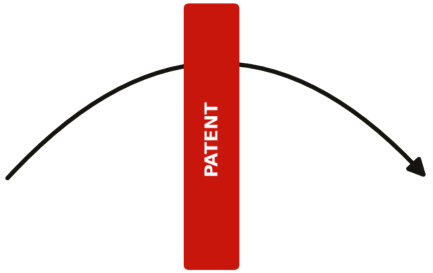
*Same product, two protections, no conflict — decide element by element.*

# Trade-secret infrastructure — “reasonable measures”

- ✓ Trade-secret register, documented & access-controlled
- ✓ NDAs signed before access (all staff & partners)
- ✓ Encrypted storage for weights, data & process docs
- ✓ Audit logs — who accessed what, when
- ✓ No proprietary code or data in public repos
- ✓ IP assignment agreements (present-tense) for all staff
- ✓ Offboarding checklist — revoke access
- ✓ API-only model delivery — never the weights

# Build a minefield, not a single wall

**ONE PATENT**




*competitors just step around it*

**A PATENT MINEFIELD**

*too costly to cross — they license or walk away*

**THE LAYERED CLAIM STACK (MATERIALS)**

Composition (a broad range) → Process of making → Product (characterized by X · Y · Z) → Application (broad)

**CLAIM BROAD ON PURPOSE**

A broad range lets your customer patent their narrow tweak inside it — without blocking you from selling to everyone else. Defensive patents that raise the cost to copy.

SYNTHESIS · PRINCIPLES TO LIVE BY

# Five principles for crossing the bridge

1

Guard the moat, build the bridge

2

Decide element by element

3

Share outputs, not methods

4

Define foreground IP before you build

5

File before you disclose

RECOGNIZE THE FRICTION

# Challenges in building collaboration

FROM THE STARTUP (% citing)


FROM THE CORPORATE

*"Partnership management takes resources away from other projects."*

— German online retailer

*"After the partnership comes the culture shock — startups' ways of working are too different."*

— Financial-services player

*"Startups assume they can plug into our systems — our infrastructure isn't API-driven."*

— Manufacturing company

*"Low impact: we didn't see the results the startup communicated."*

— Logistics company

# Six landmines that quietly take your IP

### Residuals clause
reuse of what they “remember”

### Disclose before filing
starts the clock; voids rights

### Methods out the door
weights, code, recipes shared

### Joint-ownership trap
undefined foreground IP

### Grantback creep
they claim your improvements

### Secrets into public AI
confidentiality & TS status lost

FOCUS NOW

# Four no-regrets moves — true for any partner

1

**FILE THE PROVISIONAL**

on the integrated system, before the next pitch

2

**AUDIT THE GRANTBACK**

in the license, before pilot

3

**SECRET HYGIENE**

NDAs, access control, no public repos

4

**WRITTEN FTO**

clear the right to launch

**One experiment to validate everything:** a 2-hour session with a climate-tech IP attorney before your next Amazon / GTL pitch — confirm provisional scope, grantback position, and that your ML layer isn't reverse-engineerable from outputs.

*Backup follows — Amazon quick-reference · asset map · clause watch-list · counsel spend · trade-secret checklist · AI safe-use.*

# Infringement: raise the cost — don't bet the company

**1**

### Most fights never reach court

US litigation is expensive; disputes settle or license. Build enough minefield that a credible player walks.

**2**

### Damages need scale

Lab-scale copying gives no real damages case. Watch & note; act when there's commercial harm.

**3**

### Know your counterpart

Some giants reverse-engineer & file as an "R&D budget" (the Tesla / Apple / P&G mindset). Protect before you share.

**4**

### Geography matters

The US is one thing; China & Korea are another. Far more exposure abroad — control samples & disclosure.

**Worry less, build more.** Doing the good things raises the cost for the bad actors. Better the problem of growth than a patent worth zero.

# Champions make or break the deal — how to find them

## TWO INTERNAL CHAMPIONS YOU NEED

### Innovation champion — corporate level

Moved by strategy & the customer narrative — why this matters to the company.

### Business / technical champion

Moved by your hypothesis & what you can do for them. You usually need both.

## FROM COLD TO CHAMPION

1. Form a hypothesis — why THIS company needs you. Use AI to read their growth & internal
2. They're visible — past deals, announcements, conference talks. Build a model of your ideal customer; meet them where they go.
3. Protect the relationship — know what excites them. If a champion goes quiet, find out why. Losing one is an early warning.

FROM YOUR QUESTIONS · THE RIGHT ORDER

# Relationship → contract → IP — in that order

**RELATIONSHIP**

Shared goals & trust come first — no clause saves a broken one.

**CONTRACT**

Exists to keep it working now AND later — agree how you'll resolve disputes (a mediator before court). Avoid co-owned IP: a mess years later.

**IP**

Fits inside the deal — separate ownership from rights, and file before you disclose.

**BUILT ON A UNIVERSITY LICENSE?**

**You don't have to buy the patent** — rights are not ownership. Negotiate an OPTION for an exclusive license up front to bracket the path for investors. Your real differentiation is the new IP — trade secrets + patents — you build ON TOP. Tell investors that story: the license was the starting line, not the moat.

# Collaboration clause watch-list

| | |
|---|---|
| Trade-secret definition | Name trade secrets as a category, not just “confidential information.” |
| Residuals clause | Strike it — it lets the other side reuse “unaided memory.” |
| Term | Minimum 3 years; indefinite for trade secrets. |
| Background vs foreground IP | Schedule background in Exhibit A; agree foreground ownership before work. |
| Grantback (license + JDA) | No default rights to your improvements for the university or partner. |
| Sublicensing | Confirm you can add manufacturing partners without a consent bottleneck. |
| POC scope | Deliver outputs via API; transfer no methodology; avoid new IP while ownership is unclear. |

TAKEAWAYS

# Recommendations for startups

- ✓ Focus on goals you genuinely share with the corporate partner
- ✓ Understand their pain points & motivations — lead with what you can do for them
- ✓ Listen and learn; avoid “hearing what you want to hear”
- ✓ Work with champions; build trust & credibility — under-commit and over-deliver
- ✓ **Take a balanced, clear approach to IP — avoid generating new IP during the POC**
- ✓ Keep validating your hypothesis for the relationship beyond the POC
- ✓ Be realistic about timing — yours to deliver, theirs to evaluate

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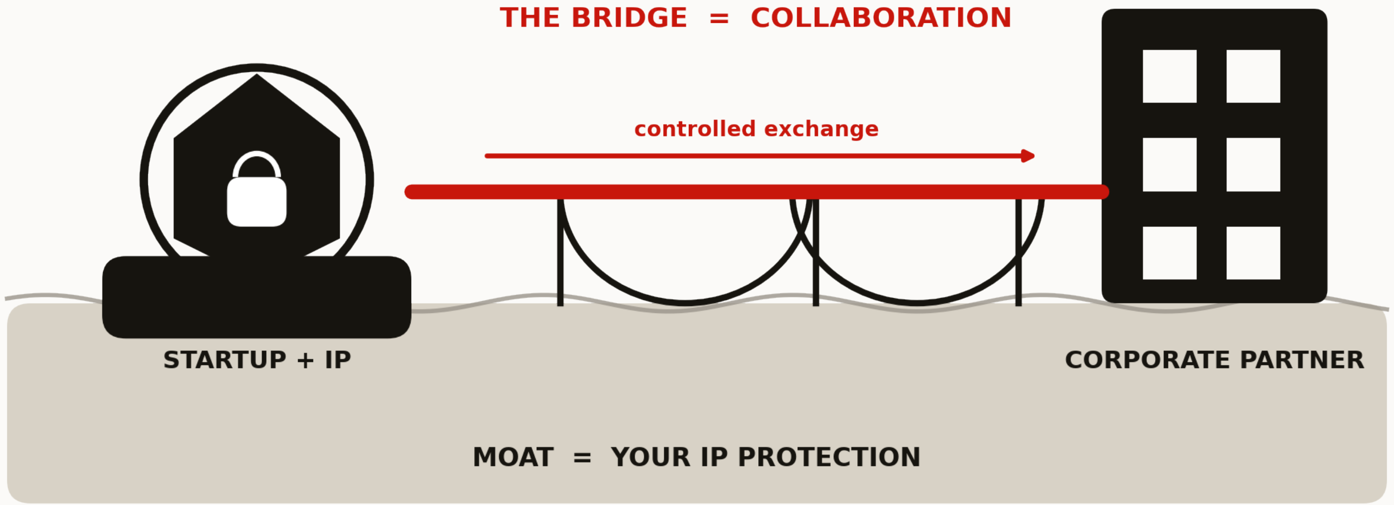
# Build your moat. Map your bridge. Own your future.

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