

HACID - Deliverable

IPR Management Plan

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¹ The following codes are admitted:

- R: Document, report (excluding the periodic and final reports)
- DEM: Demonstrator, pilot, prototype, plan designs
- DEC: Websites, patents filing, press & media actions, videos, etc.
- DATA: Data sets, microdata, etc.
- DMP: Data management plan
- ETHICS: Deliverables related to ethics issues.
- SECURITY: Deliverables related to security issues
- OTHER: Software, technical diagram, algorithms, models, etc.

² The following codes are admitted:

- PU – Public, fully open, e.g. web (Deliverables flagged as public will be automatically published in CORDIS project's page)
- SEN – Sensitive, limited under the conditions of the Grant Agreement
- Classified R-UE/EU-R – EU RESTRICTED under the Commission Decision No2015/444
- Classified C-UE/EU-C – EU CONFIDENTIAL under the Commission Decision No2015/444
- Classified S-UE/EU-S – EU SECRET under the Commission Decision No2015/444

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1. IPR Management Procedures

Intellectual Property Rights (IPR) management is the process of effectively controlling and protecting intellectual property. In HACID, it aims to provide the best use of the IP generated in different work packages within the consortium, by setting up legal frameworks to clarify the ownership of results and their exploitation. The HACID's IPR management plan will help protect beneficiaries' and associated partners' rights while ensuring necessary in- and external dissemination of information. Following a convention adopted in the project's Consortium Agreements: the partners signing the Grant Agreement with the European Commission are referred to as **Beneficiaries**; the other partners of the consortium are referred to as **Associated Partners**; any partner is referred to as a **Party**.

1.1. Legal Frameworks

The HACID procedures for managing IPR within the Consortium and the public world complies with the rules defined in the Grant Agreement and the conditions agreed in the Consortium Agreement.

Grant Agreement

The Grant Agreement is the legal implementation of the project as agreed between the European Commission and the Consortium Parties. The Grant Agreement Article 16 and the specific rules in Annex 5 define the rules for handling Intellectual Property Rights, their use, and dissemination. All Beneficiaries are signatories to the Grant Agreement.

As per the HACID grant agreement, Subsection 1, Article 16, "**Background**" means any data, know-how or information—whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights—that is:

- (a) held by the beneficiaries before they acceded to the Agreement
- (b) needed to implement the action or exploit the results.

As per the HACID grant agreement, Subsection 2, Article 16, "**Results**" means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

Consortium Agreement

The Parties signed a Consortium Agreement where roles, responsibilities, and mutual obligations are defined. The HACID Consortium Agreement is based upon the DESCAs model consortium agreement that has been fine-tuned to embrace the specificities of the project and Parties. The HACID consortium agreement contains specific rules and procedures regarding IPR:

- Results – Section 8
- Access Rights – Section 9
- Non-disclosure of information – Section 10

1.2. Results

Results are generated throughout the whole lifecycle of the project, during the R&D and Demonstration phase.

Ownership of Results

Results are owned by the Party that generates them.

Joint Ownership of Results

Joint ownership is governed by the Consortium Agreement (Section 8.2 Joint Ownership), which specifies the Grant Agreement Article 16.4 and its Annex 5 and extends it to Associated Partners.

The joint owners shall endeavour in good faith, within 6 months from the generation of the joint result, establish a written joint ownership agreement regarding the allocation of ownership, the terms of exercising, exploiting, protecting and cost sharing of protection of the jointly owned result.

Where no joint ownership agreement yet has been concluded, unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licences to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

Transfer of results

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section "Transfer of ownership". The rules are extended to Associated Partners in the Consortium Agreement, Section 8.2 "Transfer of Results".

Dissemination

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties is governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination and Article 8.3 of the Consortium Agreement.

A Party cannot include in any dissemination activity another Party's unpublished Results or unpublished Background without obtaining the owning Party's prior written approval. Furthermore, the Parties agree to respect the non-disclosure of confidential information for a period of 5-years after the end of the Project (set at the final payment by the Granting Authority). Each Party is entitled to use any logo or trademark of the Project created specifically for the purpose of the Project (to the exclusion of any name, logo, or trademarks

of the other Parties in accordance with Section 8.3.5 of the Consortium Agreement) on a royalty-free basis and on a non-exclusive basis for the execution of the Project only.

1.3. Access Rights

The Beneficiaries have agreed to grant—on a non-exclusive and royalty-free basis—access rights to Results and Background for the implementation of the action, under the conditions and limitations stated in the Consortium Agreement. Access Rights will also be free of any administrative transfer costs. However, any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise in writing by all the Parties concerned.

Results are owned by the Party that generates them. The Party should grant access Rights to its Results if they are needed for the exploitation of another Party's own Results on Fair and Reasonable conditions. In the case of internal non-commercial research activities and non-commercial educational purposes, however, the Access to Results should be granted on a royalty-free basis.

1.4. Background

Background information that might be relevant for carrying out the project has been generated before the start of the project. The Access right to the Consortium members' Background is managed by the Consortium Agreement. Specifically, Parties have identified and agreed on the key Backgrounds and have, where needed, informed each other that Access to specific Background is subject to legal restrictions or limits on attachment 1 of the Consortium Agreement.

Out of 5 partners, only Human Dx EU reported helpful Background for the project that is made available under the agreed conditions in the Attachment 1 of the Consortium Agreement.

1.5. Results Dissemination

The beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategic, coherent, and effective manner.

Open access

Full open access will be provided to 27 out of 29 of HACID's deliverables. All these deliverables will be fully accessible to enable a broader impact of the project's results. The only restricted deliverables will be D6.1 and D6.2. They will be registered as sensitive, and their access will be limited under the conditions of the Grant Agreement.

The Data Management Plan (DMP, D1.3) foresees the handling of the generated data within HACID. It will detail among other things the storage, access, use and reuse of data and digital output according to the FAIR principles. These plans will be deposited in a public repository allowing full open access.

Acknowledgment: visibility of EU funding

HACID beneficiaries must acknowledge any communication activity by displaying the EU emblem (see below) and including the text as following:

- *This project has received funding from the European Union's Horizon Europe research and innovation programme under grant agreement No 101070588. UK Research and Innovation (UKRI) funds the Nesta and Met Office contributions to the HACID project.*
- *This work is supported by the European Union's Horizon Europe research and innovation programme within the context of the project HACID (Hybrid Human Artificial Collective Intelligence in Open-Ended Domains, grant agreement No 101070588). UK Research and Innovation (UKRI) funds the Nesta and Met Office contributions to the HACID project.*



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2. IPR Management Strategies

2.1. IPR Continuous Monitoring

To ensure the continuous protection of the Consortium's rights, IPR is systematically addressed at the General Assemblies organised a minimum number of two times per year for the duration of the project. Extraordinary General Assemblies could be organised as well if needed. Any Party is allowed to make suggestions to update the current ground rules and strategies framing IPR management within the Consortium.

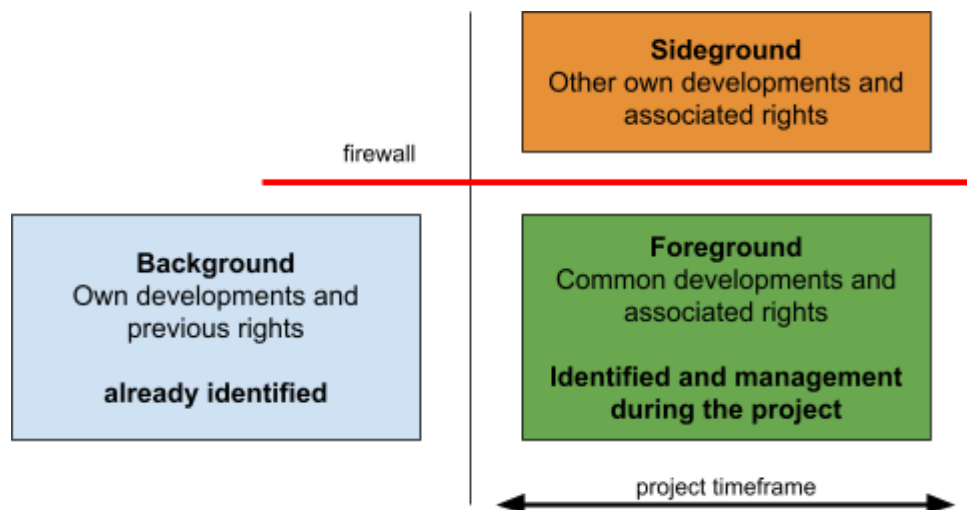
The evolution of IPR strategies is handled democratically. The decisions are voted during an ordinary or extraordinary General Assembly, gathering at least two third of the Beneficiaries. The cast votes majority determines whether a new IPR management strategy is adopted or not.

2.2. IPR Protection Plan

The IPR management has been planned ahead of the project's start, setting main principles regarding the background, foreground and sideground, potentially subject to intellectual property as described in the Figure below.

The background of each partner has been identified in the Consortium Agreement (Attachment 1) along with the rules for sharing it within the Consortium. If protected results need to be used in the project by another Party, the exploitation rights will be granted for free during the project and without infringement to the provisions of the Consortium Agreement. Each party thus has the freedom to operate and will be ensured for new developments.

The sideground concerns all the developments that will be done by the partners while the project is running but on solutions that are not related to the project. Those will be strictly



separated from the rest of the intellectual property. A strict firewall will be guaranteed to make sure that there is no permeability between the results developed in the project and the possible innovations done aside by each partner.

The foreground are the results developed throughout the project in collaboration with the different Parties. These results will be the focus of HACID's IPR protection strategy. Some results will be formalised as deliverables to the European Commission. Two out of 29 of these deliverables are considered sensitive and therefore not public, while the others will be made fully accessible. Results under the form of internal deliverables only meant for the consortium to build on will also arise and be subject to IPR. Finally, all other kinds of results that emerge from the action will have to be identified from the beginning to the end of the project. It will be during the Task 8.4 "Exploitation" that final negotiations will be held to discuss the exploitation rights of each solution and the ownership of solutions produced if relevant.

So far, no current results have been identified as requiring a patent or licence. However, the HACID DSS in the climate service use case will be the subject of conversations about patenting and/or commercial exploitation.

In the meantime, the backbone of the IPR management strategy relies on the following pillars, discussed above and here summarised:

- **Ownership of results:** results are owned by the Party that generates them, whereby 'Results' means any (tangible or intangible) output of the action, as well as any rights attached to it.
- **Joint ownership by several Parties:** whenever results have been jointly generated by two or more Parties and it is not possible to establish the respective contribution, such results shall be jointly owned by the beneficiaries which generated them. In such a situation, the joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership ('joint ownership agreement').
- **Agreement on background:** the Parties identify and agree (in writing) on the background for the action ('agreement on background'). 'Background' means any data, know-how or information that is held by the beneficiaries before their accession to the Grant Agreement and Consortium Agreement and is needed to implement the action or exploit the results.

- **Access rights:** the beneficiaries have agreed to give each other access—on a royalty-free basis—to the background needed to implement their own tasks under the action, subject to the limitations detailed in the Consortium Agreement.

2.3. Open Science

As aforementioned issues related to IPR, and licensing agreements will be thoroughly considered to assure the smooth and effective implementation of open science principles in parallel with the innovation and new business model development and respecting the partners' commercial interests. The following Open Science practices will be adopted:

- Early and open sharing of the research: main hypotheses of experimental work conducted in WP2, WP3, WP4, WP5 and primary statistical analyses will be preregistered. Data and analysis code will be made publicly accessible after publication.
- Responsible management of research data: in line with the FAIR principles further explained in the Data Management Plan (D1.3)
- Development of dissemination activities (WP8) supporting a wider understanding of the key project findings
- Open peer review of HACID scientific publications deposited in a public repository allowing full open access
- Participatory AI approach, promoting participatory methods securing inclusive research practices and active involvement of end-users in the foreseen process of development through co-design, co-creation and co-assessment activities.

3. Conclusions

This first version of the IPR management strategy and procedures describes the currently applied rules and guidelines within HACID framed by the Grant Agreement and the Consortium Agreement foremost, but also following negotiation meetings between the Parties. Few results and IPR challenges have occurred during the first months of the project. The procedures and strategy will be updated by Month 18.