



Project no. 732027

VIRT-EU

Values and ethics in Innovation for Responsible Technology in EUrope

Horizon 2020

ICT-35-2016

Enabling responsible ICT-related research and innovation

Start date: 1 January 2017 – Duration: 36 months

D1.5

Innovation and Open Access Management Plan

Due date: 31 March 2017

Actual submission date: 31 March 2017

Number of pages: 6

Lead beneficiary: ITU

Author(s): Irina Shklovski

Project Consortium

Beneficiary no.	Beneficiary name	Short name
1 (Coordinator)	IT University of Copenhagen	ITU
2	London School of Economics	LSE
3	Uppsala Universitet	UU
4	Politecnico Di Torino	POLITO
5	Copenhagen Institute of Interaction Design	CIID
6	Open Rights Group	ORG

Dissemination Level

PU	Public	X
CO	Confidential, only for members of the consortium (including the Commission Services)	
EU-RES	Classified Information: RESTREINT UE (Commission Decision 2005/444/EC)	
EU-CON	Classified Information: CONFIDENTIEL UE (Commission Decision 2005/444/EC)	
EU-SEC	Classified Information: SECRET UE (Commission Decision 2005/444/EC)	

Dissemination Type

R	Document, report	X
DEM	Demonstrator, pilot, prototype	
DEC	Websites, patent filling, videos, etc.	
O	Other	
ETHICS	Ethics requirement	

D1.5 Innovation and Open Access Management Plan

Introduction

This document states how innovation and open access is managed in the VIRT-EU project. According to the description of D1.5 “Innovation and Open Access Management Plan” this plan will provide “(i) *Terms of reference under the EC mandated DESCA group good practices for IPR* (ii) *Principles of open access and Creative Commons are followed wherever feasible*”¹.

IPR provisions in VIRT-EU

If or when IPR matters arise they will be handled with reference to the best-practice guidelines defined by the European Commission mandated DESCA group who have suggested good practice rules for IPR in their model Consortium Agreement (CA). The VIRT-EU CA is based on the DESCA Horizon 2020 Model Consortium Agreement². The specific provisions are laid out in § 8 and 9 of the VIRT-EU Consortium Agreement:

“8. RESULTS

8.1. Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Unless otherwise agreed:

- *each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and*
- *each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses 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.*

¹ Grant Agreement, 732027, VIRT-EU, Annex 1 (Part A), pp. 10

² DESCA Horizon 2020 Model Consortium Agreement www.DESCA-2020.eu

8.3 Transfer of Results

8.3.1. *Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.*

8.3.2 *It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.*

8.3.3 *The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.*

8.3.4 *The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.*

8.3.5 *The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.*

8.4 Dissemination

8.4.1 *For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.*

8.4.2 Dissemination of own Results

8.4.2.1 *.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 including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.*

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2. *An objection is justified if:*

(a) the protection of the objecting Party's Results or Background would be adversely affected.

(b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications.

8.4.2.3. If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion. The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

8.4.3. Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

8.4.4. Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.4.5. Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

9. ACCESS RIGHTS

9.1 Background included

9.1.1 In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2. Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2. General Principles

- 9.2.1. *Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.*
- 9.2.2. *Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.*
- 9.2.3. *Access Rights shall be free of any administrative transfer costs.*
- 9.2.4. *Access Rights are granted on a non-exclusive basis.*
- 9.2.5. *Results and Background shall be used only for the purposes for which Access Rights to it have been granted.*
- 9.2.6. *All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.*
- 9.2.7. *The requesting Party must show that the Access Rights are Needed.*

9.3. Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4. Access Rights for Exploitation

- 9.4.1. *Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.*

Access rights to Results for internal research activities shall be granted on a royalty-free basis.

- 9.4.2. *Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.*
- 9.4.3. *A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.*

9.5. Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities (listed in Attachment 4). Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6. Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

9.7. Access Rights for Parties entering or leaving the consortium

9.7.1. New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2. Parties leaving the consortium

9.7.2.1. Access Rights granted to a leaving Party

9.7.2.1.1. Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the consortium.

9.7.2.1.2. Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2. Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific provisions for Access Rights to software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.”³

Open Access and Creative Commons

As described in the Grant Agreement VIRT-EU is committed to open access and it is the task of the Dissemination Manager (POLITO) to ensure that good practices, open access guidelines and Creative Commons principles are followed where feasible.⁴

The VIRT-EU project is committed to ensure that tools and other non-academic output are made available in accordance with Creative Commons – attribution license⁵.

³ VIRT-EU Consortium Agreement, Version 2, pp. 14-18

⁴ Grant Agreement, 732027, VIRT-EU, Annex 1 (Part B), pp.39-41

⁵ <https://creativecommons.org/licenses/by/4.0/>