



## SRS

### Multi-Role Shadow Robotic System for Independent Living

Small or medium scale focused research project (STREP)

## DELIVERABLE **D8.6.2**

### IP Manager's Report

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Coordinator: Cardiff University

## SUMMARY

The IPR (Intellectual Property Rights) issues in the SRS project activities are governed by Annex II – General Conditions, Description of Work (DoW) and the Consortium Agreement (CA). This IP Manager's Report is prepared in accordance with the General Conditions, DoW and the CA (refer to Appendix A, Appendix B and Appendix C). It describes the tasks performed during the first year of the project.

The tasks relating to the dissemination and protection of the knowledge for the period from 1 February 2011 to 31 January 2012 described in the DoW have been completed as planned and the results are summarised in Table 1.

Table 1: SRS tasks (1 February 2011 – 31 January 2012)

Tasks	Result Achieved
<p><b>Task 7.2</b> Dissemination addressed to scientific community</p> <p>The dissemination for understanding will be carried out by RTD partners and will target scientific community through:</p> <ul style="list-style-type: none"> <li>- Participation in international robotics and assistant technology conferences to promote SRS results (Congresses, Workshops, Symposia) (see section 3.2 for more information).</li> <li>- Publication in top-level journals and reviews.</li> <li>- Organisation of one invited session about SRS related topics during one major scientific conference like ICORR or ICRA.</li> </ul>	<p>11 Conference papers</p> <p>1 Demonstration event at conference</p>
<p><b>Task 7.3</b> Dissemination towards the robotic and home care industry</p> <p>Contacts will be made with relevant EU associations. Technology against other continents will be undertaken within the consortium by keeping a confidential document up to date on a yearly basis. As the project progresses awareness of project achievements will be through publications and presentations at Workshops and conferences. Advances in process developments will be advertised by the demonstration of SRS demonstrators. Two workshops will be organised to demonstrate the technology with selected applications during Months 18 and 36. Investor event will be organised for new product concepts arising from developed technology.</p>	<p>9 Presentations</p>
<p><b>Task 8.3</b> Management of intellectual assets</p> <p>This task aims to use properly and to exploit the</p>	<p>Management of intellectual assets in accordance with the DoW and the CA.</p>

project results (all partners). All project activities must be in accordance with the Consortium Agreement.	All publications reviewed and agreed by all consortium members.
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## Task 7.2 Dissemination addressed to scientific community

Participants: All partners

Leader: CU

Start/end dates: 1 February 2011 – 31 January 2012

### Work planned:

Publications are part of the project dissemination activities, which includes patent applications, journal & conference papers, news letter articles. The targets of this task for the whole duration of the project are:

- Participation in international robotics and assistant technology conferences to promote SRS results (Congresses, Workshops, Symposia) (see section 3.2 for more information).
- Publication in top-level journals and reviews.
- Organisation of one invited session about SRS related topics during one major scientific conference like ICORR or ICRA

### Expected results:

- Quarterly newsletter articles published as scheduled (Every 3 months);
- 2 patent applications filed during the project period (31 December 2008);
- At least one publication on average each year by each partner (Every 12 months).

### Results achieved:

#### Scientific publications

##### *The following is a list of the SRS journal papers published in project year 2:*

S. Xu, Z. Ji, D.T. Pham, F. Yu, Simultaneous localization and mapping: Swarm robots mutual localization and sonar arc bidirectional carving mapping IMechE, Part C: Journal of Mechanical Engineering Science Accepted

S. Xu, F. Yu, Z. Luo, Z. Ji, D.T. Pham, R. Qiu, Adaptive Bees Algorithm - Bioinspiration from honeybee foraging to optimize fuel economy of a semi-track air-cushion vehicle The Computer Journal Accepted

D. T. Pham, M. M. Suarez-Alvarez, and Y. I. Prostovb, Random Search with  $\$k\$$ -Prototypes Algorithm for Clustering Mixed Data Sets "Proceedings of the Royal Society A: Mathematical, Physical and Engineering Sciences" Accepted

##### *The following is a list of the SRS conference papers published in project year 2:*

T. Cao, X. Gui, D. Li, C. Maple, Y. Yue Task Classification in Multi-role Robotic Systems for Independent Living IET Conference on Assisted Living, 6th April 2011, London, UK

L. Pigni, D. Facal, L. Blasi, R. Andrich Tele-operated robots in elderly care at home: a survey on needs and perceptions of elderly people and caregivers. 11th European AAATE Conference, August 31 - September 2, 2011, Maastricht, The Netherlands

R. Qiu, A. Soroka, A. Noyvirt, D. Li, G. Arbeiter, F. Weißhart Integration of Symbolic Task Planning into Operations under Unstructured Environment AAAI PAMR 2011 Conference

Svetlin Penkov, George Angelov, Daniel Radev, Nayden Chivarov, Nedko Shivarov, and Vladimir Vladimirov Mixed Reality Server under Robot Operating System Twenty-First International Conference on "Robotics and Mechatronics" 2011, 19-21 September 2011, Varna, Bulgaria

Daniel Radev, George Angelov, Svetlin Penkov, Vladimir Vladimirov, Nayden Chivarov, Nedko Shivarov Remote control iPad User Interface for Assistive Mobile Robots Twenty-First International Conference on "Robotics and Mechatronics" 2011, 19-21 September 2011, Varna, Bulgaria

Georgi Angelov, Svetlin Penkov, Nayden Chivarov, Nedko Shivarov, Vladimir Vladimirov and Daniel Radev Remote Interface Communication to Ros Based Robotic System Twenty-First International Conference on "Robotics and Mechatronics" 2011, 19-21 September 2011, Varna, Bulgaria

Vladimir Vladimirov, Nayden Chivarov, Daniel Radev, Georgi Angelov, Svetlin Penkov and Nedko Shivarov. Windows Based User Interface for Senior's Care-Giving Mobile Robot Twenty-First International Conference on "Robotics and Mechatronics" 2011, 19-21 September 2011, Varna, Bulgaria

Zamora, G., Etxeberria, I., Ansorena, X., García, A., Facal, D., Pigini, L. & Urdaneta, E. "The house looks messy, but it's easier for me" – Applied ethnography, domestic robotic solutions and elderly people 10th Conference of the European Sociological Association (Research Network: RN1: AGEING Topic addressed: Ageing and Technology)

Facal, D., Urdaneta, E., Etxeberria, I., Pigini, L., Blasi, L. Emotions anticipated by elderly people regarding the help of a remote-controlled assistive robot in independent living. VII IAGG EUROPEAN CONGRESS - Healthy And Active Ageing For All Europeans "II" - Bologna 14/04/11 - 17/04/11

G. Arbeiter, M. Hägele, A. Verl Field of view dependent registration of point clouds and incremental extraction of table-tops using time-of-flight cameras ICRA Workshop, Semantic Perception, Mapping and Exploration (SPME), in IEEE/Robotics and Automation Society: 2011 IEEE International Conference on Robotics and Automation ICRA: Better Robots, Better Life. May 9-13, 2011, Shanghai, China. Piscataway, NJ, USA 2011

J. Fischer, A. Rupper, F. Weisshardt, A. Vertl A rotation invariant feature descriptor O-DAISY and its FPGA implementation Intelligent Robots and Systems (IROS), 2011 IEEE/RSJ International Conference on, vol., no., 2365-2370, 25-30 Sept. 2011, doi:10.1109/IROS.2001.6094813

***The following technology demonstration was organised by SRS took place in year 2:***

Semi-autonomous Tele-Operation Interface for Robotic Fetch and Carry Tasks - Demonstration of Intelligent Robots and Systems (IROS), 2011 IEEE/RSJ International Conference

## **Task 7.3 Dissemination towards the robotic and home care industry**

Participants: All partners

Leader: ROBOTNIK

Start/end dates: 1 February 2011 – 31 January 2012

### **Work planned:**

Contacts will be made with relevant EU associations. Technology against other continents will be undertaken within the consortium by keeping a confidential document up to date on a yearly basis. As the project progresses awareness of project achievements will be through publications and presentations at Workshops and conferences. Advances in process developments will be advertised by the demonstration of SRS demonstrators.

**Expected results:**

Two workshops will be organised to demonstrate the technology with selected applications. Investor event will be organised for new product concepts arising from developed technology.

***The following is a list of the SRS presentation in project year 2:***

Robotnik organised an exhibition stand at the twenty second International Joint Conference on Artificial Intelligence, the main international gathering of researchers in AI held in Barcelona in July 2011.

President of BAS Nikola Sabotinov presented SRS at the Bulgarian National Parliament in the framework of the Exhibition of the Bulgarian Academy of Sciences.

The SRS project (CU and IPA) took part in the "standard robot demonstration" and demonstrated first outcomes from the project at the IEEE/RSJ International Conference on Intelligent Robots and Systems was held on September 2011 in San Francisco, California.

ISER-BAS presented the SRS project at the National Conference of "Service Robotics 2011" organized in the frame of the European Robotics Week, including demonstration on the exhibition site of the UI\_PRI and MRS controlling the Care-o-Bot 3 simulation

SRS project was introduced to the persons in charge of the Ricardo Bermingham Hospital in San Sebastian, Spain. The SRS consortium members were showed the main facilities in where the outcomes from the project might be applied in the future

As part of the ethnographic study presentations 5 interviews conducted by FDGCO and 10 interviews conducted by Ingema were reported, including home visit descriptions to frail elderly people's houses, tasks about daily living activities and picture taking procedures.

Some tests and presentations were done about the SRS interfaces UI\_LOC and UI\_PRI in order to determine the initial "feelings" of both the elderly people and the family member when using the corresponding SRS interface.

A robot presentation and test was carried out in two apartments of the same house located near Stuttgart, Germany. Involving two elderly people representing potential end-users (1 female, age 80; 1 male, age 81.)

As part of Stuttgart Media University's annual "Day of Research" on June 22, 2011. Prof. Michael Burmester from Stuttgart Media University's User Experience Research Group gave a speech on human-robot interaction in the SRS project. Marcus Mast showcased the SRS challenges associated with designing appropriate human-robot interaction for elderly people and caregivers.

**Task 8.3 Management of intellectual assets**

Leader: CU

Start/end dates: 1 February 2011 – 31 January 2012

**Work planned:**

This task aims to use properly and to exploit the project results (all partners). All project activities must be in accordance with the Consortium Agreement.

**Work performed/results achieved:**

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- Management of intellectual assets in accordance with the DoW and the CA.
- All publications reviewed and agreed by all consortium members.

## Appendix A: IPR issues in Part C of Annex II

### SECTION 1 – FOREGROUND

#### II.26. Ownership

1. *Foreground* shall be the property of the *beneficiary* carrying out the work generating that *foreground*.  
2. Where several *beneficiaries* have jointly carried out work generating *foreground* and where their respective share of the work cannot be ascertained, they shall have joint ownership of such *foreground*. They shall establish an agreement<sup>11</sup> regarding the allocation and terms of exercising that joint ownership.

However, where no joint ownership agreement has yet been concluded, each of the joint owners shall be entitled to grant non-exclusive licences to third parties, without any right to sub-licence, subject to the following conditions:

- a) at least 45 days prior notice must be given to the other joint owner(s); and
  - b) fair and reasonable compensation must be provided to the other joint owner(s).
3. If employees or other personnel working for a *beneficiary* are entitled to claim rights to *foreground*, the *beneficiary* shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under this *grant agreement*.

#### II.27. Transfer

1. Where a *beneficiary* transfers ownership of *foreground*, it shall pass on its obligations regarding that *foreground* to the assignee including the obligation to pass those obligations on to any subsequent assignee.

2. Subject to its obligations concerning confidentiality such as in the framework of a merger or an acquisition of an important part of its assets, where a *beneficiary* is required to pass on its obligations to provide *access rights*, it shall give at least 45 days prior notice to the other *beneficiaries* of the envisaged transfer, together with sufficient information concerning the envisaged new owner of the *foreground* to permit the other beneficiaries to exercise their *access rights*.

However, the *beneficiaries* may, by written agreement, agree on a different time-limit or waive their right to prior notice in the case of transfers of ownership from one *beneficiary* to a specifically identified third party.

3. Following notification in accordance with paragraph 2, any other *beneficiary* may object within 30 days of the notification or within a different time-limit agreed in writing, to any envisaged transfer of ownership on the grounds that it would adversely affect its *access rights*.

Where any of the other *beneficiaries* demonstrate that their *access rights* would be adversely affected, the intended transfer shall not take place until agreement has been reached between the *beneficiaries* concerned.

4. Where a *beneficiary* intends to transfer ownership of *foreground* to a third party established in a *third country* not associated to the Seventh Framework Programme, the *Commission* may object to such transfer of ownership of *foreground*, if it considers that this is not in accordance with the interests of developing the competitiveness of the European economy or is inconsistent with ethical principles or security considerations.

In such cases, the transfer of ownership shall not take place unless the *Commission* is satisfied that appropriate safeguards will be put in place and has authorised the transfer in writing.

In *projects* funded by *Euratom*, security considerations must be understood as being the defence interests of the Member States within the meaning of Article 24 of the Treaty establishing the European Atomic Energy Community.

#### II.28. Protection

1. Where *foreground* is capable of industrial or commercial application, its owner shall provide for its adequate and effective protection, having due regard to its legitimate interests and the legitimate interests, particularly the commercial interests, of the other *beneficiaries*.



Where a *beneficiary* which is not the owner of the *foreground* invokes its legitimate interest, it must, in any given instance, show that it would suffer disproportionately great harm.

2. Patent applications relating to *foreground*, filed by or on behalf of a *beneficiary* must include the following statement to indicate that said *foreground* was generated with the assistance of financial support from *the Union*:

**The work leading to this invention has received funding from the European Union European Atomic Energy Community Seventh Framework Programme (FP7/2007- 2013 FP7/2007-2011) under grant agreement n° xxxxxx.**

Furthermore, all patent applications relating to *foreground* filed shall be reported in the plan for the *use* and *dissemination* of *foreground*, including sufficient details/references to enable the *Commission* to trace the patent (application). Any such filing arising after the final report must be notified to the *Commission* including the same details/references.

3. Where the *foreground* is capable of industrial or commercial application and its owner does not protect it and does not transfer it to another *beneficiary*, an *affiliated entity* established in a Member State or *Associated country* or any other third party established in a Member State or *Associated country* along with the associated obligations in accordance with Article II.27, no *dissemination* activities relating to that *foreground* may take place before the *Commission* has been informed. The *Commission* must be informed at the latest 45 days prior to the intended *dissemination* activity.

In such cases, *the Union* may, with the consent of the *beneficiary* concerned, assume ownership of that *foreground* and adopt measures for its adequate and effective protection.

The *beneficiary* concerned may refuse consent only if it can demonstrate that its legitimate interests would suffer disproportionately great harm. In the event *the Union* assumes ownership, it shall take on the obligations regarding the granting of *access rights*.

#### **II.29. Use**

1. The *beneficiaries* shall *use* the *foreground* which they own or ensure that it is used.

2. The *beneficiaries* shall report on the expected *use* to be made of *foreground* in the plan for the *use* and *dissemination* of *foreground*. The information must be sufficiently detailed to permit the *Commission* to carry out any related audit.

#### **II.30. Dissemination**

1. Each *beneficiary* shall ensure that the *foreground* of which it has ownership is disseminated as swiftly as possible. If it fails to do so, the *Commission* may disseminate that *foreground*.

2. *Dissemination* activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner(s) of the *foreground*.

In *projects* funded by *Euratom*, *dissemination* activities shall also be compatible with the defence interests of the Member States within the meaning of Article 24 of the Treaty establishing the European Atomic Energy Community.

3. At least 45 days prior notice of any *dissemination* activity shall be given to the other *beneficiaries* concerned, including sufficient information concerning the planned *dissemination* activity and the data envisaged to be disseminated. Following notification, any of those *beneficiaries* may object within 30 days of the notification to the envisaged *dissemination* activity if it considers that its legitimate interests in relation to its *foreground* or *background* could suffer disproportionately great harm. In such cases, the *dissemination* activity may not take place unless appropriate steps are taken to safeguard these legitimate interests.

The *beneficiaries* may agree in writing on different time-limits to those set out in this paragraph, which may include a deadline for determining the appropriate steps to be taken.

4. All publications or any other *dissemination* relating to *foreground* shall include the following statement to indicate that said *foreground* was generated with the assistance of financial support from *the Union*:

**The research leading to these results has received funding from the European Union European Atomic Energy Community Seventh Framework Programme (FP7/2007- 2013 FP7/2007-2011) under grant agreement n° xxxxxx.**

Any *dissemination* activity shall be reported in the plan for the *use* and *dissemination* of *foreground*, including sufficient details/references to enable the *Commission* to trace the activity. With regard to scientific publications relating to *foreground* published before or after the final report, such details/references and an abstract of the publication must be provided to the *Commission* at the latest two months following publication. Furthermore, an electronic copy of the published version or the final manuscript accepted for publication shall also be provided to the *Commission* at the same time for the purpose set out in Article II.12.2 if this does not infringe any rights of third parties.

## **SECTION 2 – ACCESS RIGHTS**

### **II.31. Background covered**

*Beneficiaries* may define the *background* needed for the purposes of the *project* in a written agreement and, where appropriate, may agree to exclude specific *background*<sup>14</sup>.

### **II.32. Principles**

1. All requests for *access rights* shall be made in writing.
2. 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.
3. Without prejudice to their obligations regarding the granting of *access rights*, *beneficiaries* shall inform each other as soon as possible of any limitation to the granting of *access rights* to *background*, or of any other restriction which might substantially affect the granting of *access rights*.
4. The termination of the participation of a *beneficiary* shall in no way affect the obligation of that *beneficiary* to grant *access rights* to the remaining *beneficiaries*.
5. Unless otherwise agreed by the owner of the *foreground* or *background*, *access rights* shall confer no entitlement to grant sub-licences.
6. Without prejudice to paragraph 7, any agreement providing *access rights* to *foreground* or *background* to *beneficiaries* or third parties must ensure that potential *access rights* for other *beneficiaries* are maintained.
7. Exclusive licences for specific *foreground* or *background* may be granted subject to written confirmation by all the other *beneficiaries* that they waive their *access rights* thereto.
8. However, where a *beneficiary* intends to grant an exclusive licence to *foreground* to a third party established in a *third country* not associated to the Seventh Framework Programme, the *Commission* may object to the granting of such an exclusive licence, if it considers that this is not in accordance with the interests of developing the competitiveness of the European economy or is inconsistent with ethical principles or security considerations.

In such cases, the exclusive licence shall not take place unless the *Commission* is satisfied that appropriate safeguards will be put in place and has authorised the grant in writing. In *projects* funded by the European Atomic Energy Community, the *Commission* may also object to the intended grant of any non-exclusive licence to a third party established in a *third country* not associated to the Seventh Framework Programme on the same conditions as set out in this paragraph. Security considerations shall in case of such *projects* be understood as being the defence interests of the Member States within the meaning of Article 24 of the Treaty establishing the European Atomic Energy Community.

### **II.33. Access rights for implementation**

1. *Access rights* to *foreground* shall be granted to the other *beneficiaries*, if it is needed to enable those *beneficiaries* to carry out their own work under the *project*. Such *access rights* shall be granted on a royalty-free basis.
2. *Access rights* to *background* shall be granted to the other *beneficiaries*, if it is needed to enable those *beneficiaries* to carry out their own work under the *project* provided that the *beneficiary* concerned is entitled to grant them.

Such *access rights* shall be granted on a royalty-free basis, unless otherwise agreed by all *beneficiaries* before their accession to this agreement.

### **II.34. Access rights for use**

1. *Beneficiaries* shall enjoy *access rights* to *foreground*, if it is needed to use their own *foreground*.

Subject to agreement, such *access rights* shall be granted either under *fair and reasonable conditions* or be royalty-free.

2. *Beneficiaries* shall enjoy *access rights* to *background*, if it is needed to use their own *foreground* provided that the *beneficiary* concerned is entitled to grant them.

Subject to agreement, such *access rights* shall be granted either under *fair and reasonable conditions* or be royalty-free.

3. An *affiliated entity* established in a Member State or *Associated country* shall also enjoy *access rights*, referred to in paragraphs 1 and 2, to *foreground* or *background* under the *consortium agreement*. As the *access rights* referred to in paragraphs 1 and 2 require that access is needed to use own *foreground*, this paragraph only applies to the extent that ownership of *foreground* was transferred to an affiliate entity established in a Member State or *Associated country*. The *beneficiaries* may provide for arrangements regarding *access rights* for affiliated entities in their *consortium agreement*, including regarding any notification requirements.

4. A request for *access rights* under paragraphs 1, 2 or 3 may be made up to one year after either of the following events:

a) the end of the *project*; or

b) termination of participation by the owner of the *background* or *foreground* concerned.

However, the *beneficiaries* concerned may agree on a different time-limit<sup>15</sup>.

## Appendix B: IPR issues in Section B3.2 of Technical Annex

SRS will have a project Intellectual Property Rights Manager (IPRM). The IPRM will advise the Executive Board on all matters relating to the IPR of the project. The participants within SRS are expected to own the intellectual property of the knowledge gained as a result from the joint programme of activities. Detailed access rules are laid out in the Consortium Agreement (CA) to be signed by all partners before the start of the project. The CA will be ready for signature before the contract is signed.

### **B1. Rules for protection of knowledge**

(a) If an invention or design is made in the course of carrying out any collaborative/joint research work, and if the features of such joint invention or design are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the parties concerned agree that they may jointly apply to obtain and/or maintain the relevant right together with any other parties concerned;

(b) The parties shall seek to agree between themselves arrangements for applying for, obtaining and or maintaining such right on a case-by-case basis;

(c) To avoid confusion and any doubt, joint ownership of an invention or design shall not affect the obligations arising under the Consortium Agreement.

### **B2. Rules for governing access rights for the jointly executed research**

All participants in the project will enjoy access rights to:

(a) The knowledge arising from work carried out under the joint programme of activities;

(b) The pre-existing know-how of the other participants related to the project tasks if it is required for accomplishing the work in SRS.

Except where other conditions are set in the Consortium Agreement, access rights to generated knowledge and pre-existing know-how shall be granted on a royalty-free basis for non-profit/ non-commercial uses. Access rights for profit-making/ commercial use of the knowledge generated within the network are as detailed in the Consortium Agreement.

In case of pre-existing know-how, access-rights shall be granted only after conclusion of a bilateral agreement between the Parties concerned. The Access Rights granted to a Party eliminated by decision of the Project Board shall terminate at the date of elimination without further notice.

**B3. Rules for granting access rights to third parties**

SRS will seek to develop “integrated technology packages” based on the collective IPR of the partners. These packages will be offered to potential third-party commercial users as bundled technologies. By agreeing in advance the terms of such offers, SRS partners will avoid multiple negotiations for access and increase the rate of technology adoption.

## **Appendix C IPR issues: in Sections 8-10 of SRS Consortium Agreement**

**Section 8: Foreground**

Regarding Foreground, EC-GA Article II.26. - Article II.29. shall apply with the following additions:

*8.1 Joint ownership*

In case of joint ownership, each of the joint owners shall be entitled to Use the joint Foreground as it sees fit, and to grant non-exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners. The joint owners shall agree on all protection measures and the division of related cost in advance.

*8.2 Transfer of Foreground*

8.2.1 Each Party may transfer ownership of its own Foreground following the procedures of the EC-GA Article II 27.

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (4) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

8.2.3 The transferring Party shall, however, ensure that the rights of the other Parties will not be affected by such transfer.

Project Board.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of any part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

*8.3 Dissemination**8.3.1 Publication*

8.3.1.1 Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions.

Prior notice of any planned publication shall be made 45 days before the publication. Any objection-to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

(a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or

(b) the protection of the objecting Party's Foreground or Background is adversely affected.

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

8.3.1.3 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 actions are performed following the discussion.

### *8.3.2 Publication of another Party's Foreground or Background*

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

### *8.3.3 Cooperation obligations*

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.

### *8.3.4 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.

## **Section 9: Access Rights**

### *9.1 Background covered*

9.1.1 In accordance with and subject to the provisions of the EC-GA, any Party may enter in Attachment 1 any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement. All other Background except that listed in Attachment 1 shall be available for the granting of Access rights in accordance with the provisions of this Consortium Agreement.

### *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 As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

9.2.3 If the Project Board considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.

9.2.4 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.32.7.

9.2.5 Foreground 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 Foreground 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 Use*

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on fair and reasonable conditions.

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

9.4.2 A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Art. 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.4.3 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.

#### *9.5 Access Rights for Affiliated Entities*

Affiliated Entities have Access Rights under the conditions of the EC-GA Article II.34.3.

Such 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 grant Access Rights to all Parties and fulfil all confidentiality and other obligations accepted by the Parties under the EC-GA or this Consortium Agreement as if such Affiliated Entities were Parties.

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

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*

For the avoidance of doubt any grant of Access Rights not covered by the EC-GA or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

#### *9.7 Access Rights for Parties entering or leaving the Consortium*

##### *9.7.1 New Parties entering the Consortium*

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

##### *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 Project Board 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 Foreground developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Art. 9.4.2.

#### *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 EC-GA 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.

### **Section 10: Non-disclosure of information**

10.1 All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-GA, for a period of 3 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

10.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure.

10.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10.8 The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission.