

D7.4

IPR and Knowledge management Strategy

Project Acronym: RES-MAB

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List of abbreviations

Acronym / Abbreviation	Meaning / Full text
APP	Application
BM	Business Models
BR	Biosphere Reserve
CA	Consortium Agreement
CTFC	Forest Science and Technology Centre of Catalonia
DEP	Dissemination and Exploitation Plan
DMP	Data Management Plan
DSA	Data Sharing Agreement
EPO	European Patent Office
EU	European Union
FAIR	Findable, Accessible, Interoperable, Reusable
FAQ	Frequently asked questions
GA	Grant Agreement
GDPR	General Data Protection Regulation
IP	Intellectual property
IPR	Intellectual Property Rights
KER	Key Exploitable Results
KM	Knowledge Management
KTM	Knowledge and Technology Management
MedMaB Network	UNESCO's Mediterranean Thematic Network of Biosphere Reserves
MTA	Material Transfer Agreement
NDA	Non-Disclosure Agreement
PID	Persistent Identifiers
PMT	Project Management Team (Coordinator + Deputy & Management Coordinators)
RES	Result (followed by a number)
RES-MAB	Project acronym name
ROL	Results Ownership List
WEFE	Water, Energy, Food, Ecosystems – 4 dimensions of the Nexus project
WEFE-SEM Tool	Software tool: WEFE-Nexus Socioecological Modelling Tool
WP	Work package (followed by a number)

List of definitions

1. Access rights — Rights to use results or background.
2. Dissemination — The public disclosure of the results by appropriate means, other than resulting from protecting or exploiting the results, including by scientific publications in any medium.
3. Exploit(ation) — The use of results in further research and innovation activities other than those covered by the action concerned, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.
4. Fair and reasonable conditions — Appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.
5. FAIR principles — ‘findability’, ‘accessibility’, ‘interoperability’ and ‘reusability’.
6. Open access — Online access to research outputs provided free of charge to the end-user.
7. Open science — An approach to the scientific process based on open cooperative work, tools and diffusing knowledge.
8. Research data management — The process within the research lifecycle that includes the organisation, storage, preservation, security, quality assurance, allocation of persistent identifiers (PIDs) and rules and procedures for sharing of data including licensing.
9. Research outputs — Results to which access can be given in the form of scientific publications, data or other engineered results and processes such as software, algorithms, protocols, models, workflows and electronic notebooks.
10. Non-Disclosure Agreement (NDA) — is a legal agreement between at least two parties which defines the confidential material, knowledge, or information the parties wish to share with one another for certain purposes but wish to restrict from wider use and dissemination. The parties agree not to disclose the non-public information covered by the agreement.
11. Data Sharing Agreement (DSA) — is a formal contract that details what data is being shared and how that data can be used. The document also sets the standards that need to be ensured for its security and to comply with the national General Data Protection Regulation (the GDPR).
12. Material Transfer Agreement (MTA) — is a contract that governs the transfer of tangible research materials between two organizations when the recipient intends to use it for his or her own research purposes. The MTA defines the rights of the provider and the rights and obligations of the recipient with respect to the materials and any progeny, derivatives, or modifications.

Introduction

The RES-MAB consortium signed the Consortium Agreement on January 2024, which sets the basis for the IPR protection through a specific Strategy. In this regard, Deliverable 7.4 main task is to develop an IPR and Knowledge and Technology Management (IPR&KTM Strategy) that identifies the inputs from each partner, confidentiality rules for data sharing to operationalise the demos (design, training, test, and improvements), as well as the common and individual marketable results to be protected (authorship, trademarks, copyright, patents, utility models, industrial designs, etc). **Careful analysis of the implications of disclosing any data to be shared openly shall be conducted prior to any information release.** This document summarizes the strategy that ensures an appropriate IPR&KTM management, being aligned with the different partners' strategies applied in the organizations of the consortium.

One of the main pillars of this strategy is to establish and implement specific IPR&KTM mechanisms to identify those project results susceptible of protection for property rights, explore the best ways to protect and exploit them, and support the partners in this action. The best protection strategy for each exploitable result will be discussed to avoid future conflicts among the partners regarding (joint) ownership, access rights, and freedom to operate.

Inside the RES-MAB Microsoft Teams' workspace an Intellectual Property (IP) directory will be included, listing all IP brought in and developed by the project partners. By keeping this directory updated, the development of agreements on use and access rights will be facilitated. It will be used to utilize and exploit the consortium's intellectual property assets. Finally, the Project Management Plan (PMP, D.7.2) will include a specific section on the KTM among the consortium partners.

To define an efficient and suitable strategy from the beginning of the project and to gather the main outputs generated because of this implementation, **this deliverable will be alive and might suffer modifications and updates oriented to improve the IPR and Knowledge management:**

- Month 2: first version of the IPR&KTM Strategy (D7.4).
- Month 14: updated version of the IPR&KTM Strategy.
- Month 26: final version, including improvements, updates from each partner, and a comprehensive IPR&KTM analysis.

Types of IPR

Deliverable D7.4 has been produced by the CTFC coordination team and is based on the guides and helpdesk documentation available at the Horizon Europe IP [website](#) as well as on the RES-MAB's Grant Agreement (GA) and Consortium Agreement (CA).

There are several types of IPR that can be of interest for the RES-MAB project, we describe some of them below:

Patents

Patents for inventions and innovations grant exclusive rights to its owners, providing legal protection and preventing others from making, using, or selling their invention without permission, thereby encouraging and rewarding innovation. There must be an “invention or innovation” belonging to any field of technology, it must be “susceptible of industrial application”, it must be “new”, and it must involve an “inventive step”.

Although there is the possibility of filing a Unitary patent in Europe, patents can be filed separately for each country in case there are differences in the legislation of the EU members in the consortium. This applies for all the following IPR types in this list. A Unitary patent will simplify the process for all the countries within the initiative and will reduce the fee charged by the [EPO](#). It provides greater legal certainty. Patent protection lasts up to 20 years, renewed yearly.

Utility model

Due to the simplified process, utility models are specifically attractive to industries with short product life cycles. Utility models are available for less inventive steps (incremental improvements and adaptations of existing products), can be registered more quickly, and are less expensive to acquire and maintain, which pose an advantage compared to patents. Utility models last between 6 to 15 years, depending on the country. They have validity nationwide and require only one fee per product.

Trademarks

Trademarks for brand names and logos are distinctive symbols or designs used to identify and distinguish goods or services from competitors, serving the purpose of creating brand recognition, building customer loyalty, and protecting against unauthorized use or imitation. In Europe, trademark protection lasts 10 years, but it can be renewed each 10 years indefinitely.

Copyrights

Copyright grants exclusive rights to the creators of original literary, artistic, or creative works, enabling them to control the reproduction, distribution, and public display of their work, and ensuring fair recognition and protection of their intellectual creations. Copyright law in the EU remains essentially a national law, however, national rules are gradually converging through international treaties and Union legislation and thereby harmonizing copyright laws across the EU. In Europe, the duration of copyright protection lasts until 70 years following the authors death, or the death of the last surviving author in the case of a work of joint authorship.

Software copyright protection, regulated by the Computer Programs Directive (Directive 2009 24), will be especially desirable for some of the expected RES-MAB's outputs. Hardware Licensing is the main mechanism for the exercise of copyright and related rights (algorithms, prototypes, price lists, market insights, supplier/customer lists, chemical formulas, product specifications, laboratory notebooks). In Europe, the consortium may use the European Union Public Licence, in case a weak copyleft license is required. Other options available may be explored through the Joinup Licensing Assistant (JLA), which allows to select and compare various types of open licenses and check the compatibility with the planned outbound licensing terms.

Confidentiality or Trade Secrets

A trade secret is a valuable piece of information for an enterprise that is treated as confidential and that gives that enterprise a competitive advantage. Trade secret protection has limitations. The most significant drawback is the lack of protection against reverse-engineering and independent discovery.

Trade secret files should be labelled as such, including the creation date, the timestamping date, the "inventor(s)" name, and the name of the person who labelled the item and is responsible for securing the trade secret. It is important to also keep track of all the subsequent versions.

Access to trade secrets should be given carefully, and the signature of an NDA (Non-Disclosure Agreement) is mandatory.

Database Rights

As inside the project we intend to create a database, it can also be protected. Database right is *sui generis* right that has provided protection for databases to a maker who made a substantial investment in the obtaining, verification or presentation of the data contained by the database. This right protects against extraction or re-use of data by third parties.

Copyright may be used to protect the structure of a database, but not its content. On the contrary, the *sui generis* database right will protect the content of such a RES-MAB database.

The *sui generis* protection lasts for 15 years, starting either from the creation date or from the release date, when the database was first made publicly available.

Defensive publications

Also sometimes known as a defensive disclosure, this publication generally includes an abstract, drawings, photographs, claims, descriptions and any other elements you would have in a patent application for a given jurisdiction. Defensive publication might be a better option for some of the project's outputs, because of the likelihood of high costs and fast-developing industry. Attention must be taken when making the publication as any lack of clarity (e.g., informal or vague language that could be potentially misinterpreted or misunderstood) weakens its efficacy.

Initial Intellectual Property Rights Strategy

The Consortium Agreement (CA) (D7.1) will include all the necessary provisions to establish the working basis of the RES-MAB's IPR Strategy (D7.4), defining the background contributed by each partner and the foreground expected. The partners who own a particular result are allowed to use, sell, or publish it, but always ensuring that other partners retain access rights to conduct the project or to release their own results. The main considerations of IPR protection are:

1. Common agreement on the publication of partner's confidential information or any other information subjected to their IPR rights.
2. Setting up the dissemination rules and procedures, avoiding any potential breach of partners' IPR rights, especially those for publications on RES-MAB results.
3. Understanding the difference between the interests of academia, industry and SMEs involved in RES-MAB.

The results that are not selected for IPR protection – because the knowledge/tech does not present the minimum requirements or RES-MAB partners do not consider the need to register them via intellectual or industrial property – will have specific plans and strategies to be exploited such as.... Concerning the open access policy, a **gold standard** model will be reinforced among partners without this having to be incompatible with the IPR strategy. In this sense, Table 1 drafts the preliminary tools to be adopted for each exploitable result.

Table 1 Preliminary IPR pathways for RES-MAB results.

Result number & Name	Preliminary IPR strategy
RES1 WEFE-SEM Tool	The advancement and application of an innovative methodological modelling tool, the technology of which will be copyrighted by the developers.
RES2 Demo sites cross-sectoral governance road maps	Each BR demonstration site will define a cross-sectoral governance roadmap, the outputs of which will be kept confidential within the project.
RES3 WEFE Nexus adaptation and mitigation solutions	WEFE Nexus-based adaptation and mitigation solutions will be addressed differently in each of the seven BRs demo sites. The specific protection measures will be defined in future updates of the IPR Strategy.
RES4 WEFE Market solutions and business models	Some patents may be created. However, like RES3, each BR will develop specific solutions and models, that may require different protection types, which will be defined in future updates of the IPR Strategy.
RES5 Gender equity regulations and plan	Specifications on the gender-related regulation in each BR will be kept confidential within the project.
RES6 RES-MAB UNESCO Chair	The development of a chair based on the lessons and knowledge learnt will be protected by an intellectual properties type.

Towards the end of the project, the opportunities of **transferring WEFE Nexus solutions and Business Models (BM)** to other Mediterranean Biosphere Reserves (BRs) will be explored to spread the socioecological benefits of the experience among the UNESCO's MedMaB Network and beyond. The network of partners and stakeholders will be strengthened and further developed along the implementation phase to foster users' engagement and replication of the experiences in other territories.

Through the different tangible products and knowledge transfer achieved such as software (WEFE-SEM Tool), methodological guidelines, procedures, new and innovative BM, tech-transfer actions, demonstrations in each BR demo site, and other outputs and knowledge mobilization (reflected in the DEP and the Communication Plan), RES-MAB will generate a pool of outcomes to maximize impact on the WEFE sectors and the UNESCO's Mediterranean BRs. Some results will have a short-to-medium-term impact, but the largest impact will be the project's contribution to medium-long term objectives such as the governance of BRs from an integrative landscape management approach and the use of innovative tools, knowledge and tech transfer developed under the RES-MAB framework.

Key Exploitable Results

Following Horizon Europe's definition of 'exploitation' as *making concrete use of results for commercial, social and political purposes*, and being a legal obligation, the approach of the RES-MAB consortium partnership is that selected exploitable results will have their own roadmap in relation to the project's results protection strategy (intellectual, industrial, etc.) and will be considered as Key Exploitable Results (KER).

All roadmaps will share the following aspects:

1. Prospective review of prior protections.
2. Ensuring no prior publication or dissemination of the item to be protected that could hamper its registration.
3. Assessment of the degree of novelty of the innovative technologies and procedures, and the industrial application of any result susceptible to patent or utility model protection.
4. Registration of authorship/intellectual property via Blockchain.
5. Agreement with the partners on co-/ownership of the results, territorial/geographical scope of protection, and responsible actor/institution for registration and maintenance of IPR protection beyond the project lifetime.
6. License agreement of the developed technology (WEFE-SEM Tool software).

Table 2 RES-MAB Key exploitable results

RESULT	Application
Scientific and non-scientific publications (RES3)	Publication of findings and lessons learnt from the outcomes of the WEFE Nexus-based adaptation and mitigation solutions developed can take two different approaches: <ul style="list-style-type: none"> - Publication in scientific journals - Publication in sectoral journals of national or regional scope, for practitioners and public consciousness.
Software registration (RES1)	License agreement of the developed technology (WEFE-SEM Tool software) that will serve as a decision-support system.
Master's and PhD thesis (RES3 & RES4)	Some of the findings and outcomes of the WEFE Nexus solutions and BM will be further developed in different Master's and PhD thesis.

Policy briefs (RES2 & RES5)	Mainly based on cross-sectoral governance road maps and gender regulations, policy briefs will bring together global and local research and policy evidence for each BR. They will be used as a reference in decision-making to support national, regional and local policy decisions.
SMEs/start-ups (RES4)	Improvement and creation of innovative BM targeting the WEF Nexus solutions and developing sustainable market solutions, while generating new income for local communities and improving their living conditions in the 7 BRs.
Training, seminars and workshops (RES6)	Knowledge transfer from the lessons learnt that will serve as guidelines for the establishment of the RES-MAB UNESCO Chair.

As agreed in the GA, as beneficiaries which have received funding under the grant [2342] [RES-MAB] [Call 2023 Section 1 NEXUS IA], the RES-MAB team must —up to four years after the end of the action—use its best efforts to exploit the results directly or to have them exploited indirectly by another entity, through transfer or licensing.

The European Commission provides dissemination and exploitation support services available to all running and finished projects through the Horizon Results Booster. RES-MAB could benefit from this opportunity and receive expert free of charge support services to boost the exploitation potential of its results, disseminate effectively, and go to market.

Joint Ownership Agreements

As all results which are generated under the project - whether protectable or not - belong to the partners who have generated them, given the collaborative nature, some results can be jointly developed by several participants.

Joint Ownerships Agreements (JOA) regulate the parties of the consortium (how many, the quota of ownership of the results, etc.), specific conditions for granting licenses, or issues related to costs of protecting and sharing potential revenues (exploitation conditions).

Each JOA should be tailored and adapted to each exploitable result. After the results have been produced, it is advisable to clarify the ownership of the results before setting up exploitation strategies,

In a co-ownership only the “active contribution” to the results should be considered. Mere efforts, such as ordinary assistance or sharing of ideas and information, will not be sufficient to create co-ownership. Joint ownership may arise regarding all the forms of IP, such as patents, copyright, trademarks and even trade secrets.

Each party retains exclusive property of its background. Modifications to or derivative works of the parties' background shall be the sole property of the contributing party. Foreground developed in connection with the collaboration project shall be jointly owned in equal shares by parties.

There are several ways to allocate the respective shares of each joint owner, regarding the jointly generated IP results. One of the most common options is to equally share the results among the partners. Of course, the partners can also split the shares according to their involvement in the development of the results. For the RES-MAB project the rule would be **to equally share the results among the partners with and active contribution**.

The beneficiaries may grant licences to their results (or otherwise give the right to exploit them), including on an exclusive basis, provided this does not affect compliance with their obligations.

Exclusive licences for results may be granted only if all the other beneficiaries concerned have waived their access rights.

Following generation of a joint result, the joint owners shall enter into good faith discussions in order to agree on an appropriate course of action for filing application(s) for IPR in such joint result, including the decision as to which party is to be entrusted with the preparation, filing and prosecution of such application(s) and in which countries such application(s) for IPR are to be filed.

Except for any priority application(s), the filing of any application(s) for IPR on joint results shall require mutual agreement between the joint owners. Save as otherwise explicitly provided herein, all costs related to application(s) for IPR in joint results and IPR resulting from such application(s) shall be shared equally between the joint owners.

In the event that one of the joint owners of an IPR or an application for an IPR on a joint result wishes to discontinue the payment of its share of the maintenance fees or other costs in any particular country or territory (the “Relinquishing Owner”), the Relinquishing Owner shall promptly notify the other joint owner(s) of its decision, and the other joint owner(s) may take over the payment of such share. The Relinquishing Owner shall forthwith relinquish to the other joint owner(s) who continue such payments, its right, title to and ownership in such jointly owned IPR for the countries or territories concerned, subject, however, to the retention of a non-transferable, non-exclusive, royalty-free and fully paid-up license, without the right to grant sub-licences, for implementation of the action and for exploitation, for the lifetime of the jointly owned IPR in or for the countries or territories concerned in favour of, and for the use by, the Relinquishing Owner as well as such Relinquishing Owner’s Affiliates.

The [IP JOA](#) shall include information regarding:

- Identification of joint owners.
- Allocation of shares (i.e. equally split, split in proportion to individual contributions);
- Conditions of non-commercial use of jointly owned IP.
- Conditions of commercial exploitation of jointly used IP.
- Rules on licensing/sub-licensing, transfer of shares.

There are three main types of IP JOAs as described below:

Right of Use

Co-ownership arrangements usually grant each party an unrestricted use of the jointly owned IP. Should, however, restrictions on one party’s use be necessary, due to the interests of other partners or its use in further research activities, two options can be envisaged:

- The joint ownership will be maintained with the provision of mutual restrictive conditions on the joint results’ use.
- One party will be assigned the property of the entire asset – hence supporting all the related costs – and will grant licenses to other partners on an “as-needed” basis, according to the interests in the balance.

Regulations regarding the use of the background, brought to the project as part of the collaborative effort, should also be part of the contractual arrangements. Each party should grant access rights to the respective other parties, allowing them to use the background in accordance with the project’s scope (usually royalty-free), and within their business activities (usually royalties-bearing).

Rights of exploitation

JOA should also define the conditions under which each co-owner can assign, license and exploit jointly owned results.

Each joint owner may grant non-exclusive licences to third parties to exploit the jointly owned results (without any right to sublicense), if the other joint owners are given:

- At least 45 days advance notice, and
- Fair and reasonable compensation.

The joint owners may agree – in writing – to apply another regime than joint ownership. Another important issue that partners should agree upon from the outset, is the compensation, the other partners will receive, regarding the exploitation of the joint results.

Dissemination and Confidentiality

Regarding the dissemination of the project's results, parties can agree on limits and means to disclose data and research materials, bearing in mind that disclosures can be an impediment to future IP rights registration (i.e., patents, utility models and industrial designs). No dissemination of results may take place before decision is made regarding their possible protection.

When dissemination activities take place, careful attention should be paid to confidential information that are used to carry out the research. Partners might want to maintain secrecy on the knowledge, related to the collaboration project. Based on the contractual clauses, parties should therefore comply with the confidentiality rules. Also, all publications or any other type of dissemination (including electronic form) shall include a statement that the action received financial support from the European Union.

Before dissemination, a partner must inform other consortium partners in writing 45 days before the planned dissemination activities and include enough information to allow them to analyse whether their interest is affected or not. The partner must wait 30 days for any objection to the dissemination (agreed in the CA). The partner must beware not to infringe third parties' intellectual property rights. A list of the dissemination activities should be included in the Dissemination and Exploitation Plan¹.

RES-MAB's partners will explore early in the process the options for JOAs for the KERs. Table 3 shows the partners involved in the different expected results.

¹ For more information regarding exploitation and dissemination regarding research results: https://research-and-innovation.ec.europa.eu/strategy/dissemination-and-exploitation-research-results_en

Table 3: Partners involved in Joint Ownership Agreements.

RESULT	Application	Partners involved
Scientific and non-scientific publications (RES3)	<p>Publication of findings and lessons learnt from the outcomes of the WEF E Nexus-based adaptation and mitigation solutions developed can take two different approaches:</p> <ul style="list-style-type: none"> - Publication in scientific journals - Publication in sectoral journals of national or regional scope, for practitioners and general public consciousness. 	<p>Alto Bernesga ANDZOA AOC Ventoux APJM CTFC Mont-Ventoux OIKOS Po Delta PSJ RSCN</p>
Software registration (RES1)	License agreement of the developed technology (WEFE-SEM Tool software) that will serve as a decision-support system.	CTFC
Master's and PhD thesis (RES3 & RES4)	Some of the findings and outcomes of the WEF E Nexus solutions and BM will be further developed in different Master's and PhD thesis.	<p>ANDZOA CTFC Po Delta</p>
Policy brief (RES2 & RES5)	Mainly based on cross-sectoral governance road maps and gender regulations, policy briefs will bring together global and local research and policy evidence for each BR. They will be used as a reference in decision-making to support national, regional and local policy decisions.	<p>Alto Bernesga ANDZOA AOC Ventoux APJM Mont-Ventoux OIKOS Po Delta PSJ RSCN</p>
SMEs/start-ups (RES4)	Improvement and creation of innovative BM targeting the WEF E Nexus solutions and developing sustainable market solutions, while generating new income for local communities and improving their living conditions in the 7 BRs.	<p>Alto Bernesga ANDZOA APJM Mont-Ventoux Po Delta PSJ RSCN</p>
Training, seminars and workshops (RES6)	Knowledge transfer from the lessons learnt that will serve as guidelines for the establishment of the RES-MAB UNESCO Chair.	All partners

Access to critical infrastructure, commercial background and patents

All RES-MAB partners will contribute to the goals of the project with their unique expertise and competences (knowhow, information, expertise, etc.). Upon this, partners will also guarantee the outstanding added value of their technological background, innovative facilities and up-to-date equipment. This will be done always according to the rules defined in the Consortium Agreement and within the frame of this IPR&KTM Strategy, to protect intellectual and tangible assets.

Access rights to the partners requesting it (incl. licenses), if already considered as needed under the project GA or CA, to results or project partners' background, shall be granted. The partners involved shall, when necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place. The access shall be requested in writing. Additional ones can always be negotiated. Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise. A request for Access Rights may be made up to twelve months after the end of the project or, after the termination of the requesting party's participation in the project.

Business Model

At present, the innovative business models and sustainable market solutions foreseen are not yet fully defined and will vary depending on the intermediate results obtained in each of the BRs. It is, therefore, a matter that **will be** determine in subsequent updates of the IPR&KTM Strategy.

Additionally, it will be important to think about how IP management will continue after the project ends. Also, who will be in charge during the project's duration. KTM is considered the process of identifying, organizing, storing and disseminating information within an organization.

KTM is one of the biggest challenges for the consortium, as to find the right strategy and tools to manage knowledge and technology effectively is key to succeed. Not getting the right information at the right time affects the productivity through increased search time, cost to recreate lost information, and faulty decisions because of improper information.

The key components of KTM are creation, organization and storage, sharing and knowledge and technology application. KTM, which is interlinked with IPR, involves implementing measures to safeguard and control the access, use, and dissemination of valuable intellectual and technological assets such as patents, utility models, trademarks, copyrights, and trade secrets to prevent unauthorized disclosure or misuse and maintain the consortiums' competitive advantage.

Transfer of material/equipment or data between partners must be preceded by a Material Transfer Agreement (MTA, Annex 1) or a Data Sharing Agreement (DSA), respectively prior to any shipment. Information transfer can be protected via a Non-Disclosure Agreement (NDA) or follow the specifications to make effective the one between partners in the Consortium Agreement. If creating a new is preferred, there are templates available at the [European IP Helpdesk](#) and the [General Data Protection Regulation](#) (GDPR) resources.

Additionally, project partners that are Public Research bodies and Universities must commit to take measures to implement the principles of IP in knowledge transfer activities. Before any dissemination is done, decisions should be made about the IP protection and exploitation strategy within the consortium.

There are many popular KTM Systems used nowadays. The tools used in RES-MAB are listed below:

- Microsoft Teams: online collaborative workspace, that allows to upload and share content and discuss project-related matters.
- RES-MAB's website containing a description of project goals, partners' profiles, discussion forums, calendar of events, etc. (under development).
- Regular telephone calls, Zoom or Skype chats for informal or urgent exchange.

- Mailing lists: organized by topic and Work Package that can be checked in Microsoft Teams.
- Teams meetings: allows hosting and attending online meetings (including the option of sharing screens) Other platforms with similar encryption and security levels may be also used.
- Minutes from the meetings are to be stored in the corresponding Teams' work package folder for later consultation.

Also, in the Project Management Plan and the Communication Plan, the means of communication with other partners will be thoroughly explained as well as the procedures to storage and share content.

ANNEX I: Material Transfer Agreement



MATERIAL TRANSFER AGREEMENT (MTA)

Terms and conditions applicable to the use, handling and return of the Material/Equipment transferred among partners for the RES-MAB project.

As stated in the terms of the Consortium Agreement on section 9 and subsequent:

All requests for Access Rights or equipment transfer shall be made in writing. The granting of it 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.

The requesting party must show that the Access Rights or equipment are needed.

Therefore, the following document ensures that the material or equipment transfer between parties is acknowledged and done inside the consortium framework.

Mr./Ms. "*Name of the person requesting the MATERIAL/EQUIPMENT*", "*.....Position name of the partner requesting material in the company/entity.....*" from "*.....company/entity.....*" with VAT number "*.....XXXXXXXXXX.....*" requests from "*.....Name and person of contact from the partner that the MATERIAL/EQUIPMENT has been requested from.....*" from

“.....*company/entity*.....” with VAT number “.....XXXXXXXXXX.....” the following MATERIAL/ EQUIPMENT:

- 1.“.....*List of the MATERIAL/EQUIPMENT required*”
- 2.“.....*List of the MATERIAL/EQUIPMENT required*”
- 3.“.....*List of the MATERIAL/EQUIPMENT required*”

The lending period is planned for “.....*XXX*.....” days from shipment.

This submission is made within the collaboration framework of the RES-MAB project, for a NON-COMMERCIAL utilization of the MATERIAL/ EQUIPMENT in any lawful manner. The MATERIAL/ EQUIPMENT is transferred for USE only to carry out the following activities within the RES-MAB project:

- 1.“.....*List of what they are going to do or what it is needed for*.....”
- 2.“.....*List of what they are going to do or what it is needed for*.....”
- 3.“.....*List of what they are going to do or what it is needed for*.....”

This Agreement DOES RESTRICT the right of the RECEIVER to transfer, supply or distribute the MATERIAL/ EQUIPMENT to other entities, for Commercial Uses or not, or to continue with its own research and development work in relation to the MATERIAL/ EQUIPMENT, or to publish, disseminate or disclose information related to MATERIAL/ EQUIPMENT.

Please be aware that for copyright, utility model or patent infringement this document could be used as proof in court.

The Non-Disclosure Agreement included in section 10 of the RES-MAB’s Consortium Agreement is in force for this exchange of material.

Recognizing both PARTS sufficient legal capacity, they sign this document, and to that effect.

City / Town, date

City / Town, date

Address

Address

Name:

Name:

Title:

Title:

ANNEX II: Related documentation in the GA & CA

In the Consortium agreement:

In particular, the parties shall, when necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

Details regarding the non-disclosure of information can be found in section 10 (pages 20-21).

Section 9 (pages 18-20) is about Access rights.

In the Grant Agreement:

Its goal is to decide what project results should be protected, explore the best ways to protect and exploit them and support the partners in exploiting the project results. In this task, the best protection strategy that fits each exploitable result will be discussed to avoid future conflicts among the partners regarding (joint) ownership, access rights and freedom to operate. RES-MAB will include an IP directory listing all IP brought in and developed by the project partners. By keeping this directory updated, the development of agreements on use and access rights will be facilitated.

Articles 23-25 of the GA defines the approach to the partners' IPR&KTM strategies. It will **identify and analyze the existing and potential IPRs from each partner for each RES-MAB output**. This will be used to utilize and exploit the consortium IP assets.

ARTICLE 23a — MANAGEMENT OF INTELLECTUAL PROPERTY

23a.1 Obligation to take measures to implement the Commission Recommendation on the management of intellectual property in knowledge transfer activities

Beneficiaries that are universities or other public research organizations must take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities.

This does not change the obligations set out in Subsections 2 and 3 of this Section.

The beneficiaries must ensure that researchers and third parties involved in the action are aware of them.

23a.2 Consequences of non-compliance

If a beneficiary breaches its obligations under this Article, the PRIMA Foundation may apply any of the measures described in Chapter 6.

SUBSECTION 2 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND

ARTICLE 24 — AGREEMENT ON BACKGROUND

24.1 Agreement on background

The beneficiaries must identify and agree (in writing) on the background for the action ('agreement on background').

'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:

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

24.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 25 — ACCESS RIGHTS TO BACKGROUND

25.1 Exercise of access rights — Waiving of access rights — No sub-licensing

To exercise access rights, this must first be requested in writing ('request for access').

'Access rights' means rights to use results or background under the terms and conditions laid down in this Agreement.

Waivers of access rights are not valid unless in writing.

Unless agreed otherwise, access rights do not include the right to sub-license.

25.2 Access rights for other beneficiaries, for implementing their own tasks under the action

The beneficiaries must give each other access — on a royalty-free basis — to background needed to implement their own tasks under the action, unless the beneficiary that holds the background has — before acceding to the Agreement —:

- (a) informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel), or*
- (b) agreed with the other beneficiaries that access would not be on a royalty-free basis.*

25.3 Access rights for other beneficiaries, for exploiting their own results

The beneficiaries must give each other access — under fair and reasonable conditions — to background needed for exploiting their own results, unless the beneficiary that holds the background has — before acceding to the Agreement — informed the other beneficiaries that access to its

background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel).

'Fair and reasonable conditions' means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

25.4 Access rights for affiliated entities

Unless otherwise agreed in the consortium agreement, access to background must also be given — under fair and reasonable conditions (see above; Article 25.3) and unless it is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel) — to affiliated entities established in an EU Member State or 'associated country', if this is needed to exploit the results generated by the beneficiaries to which they are affiliated.

Unless agreed otherwise (see above; Article 25.1), the affiliated entity concerned must make the request directly to the beneficiary that holds the background.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

25.5 Access rights for third parties

Not applicable.

25.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.