



## Deliverable 4.3: Initial Exploitation Plan

*BioBeo*

*Innovative Education for the BioEconomy*



Co-funded by  
the European Union



## Project factsheet

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**Maynooth University**, Ireland (MU)

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**ODISEE University of Applied Sciences**, Belgium (OUAS)

**Center for Social and Economic Research**, Poland (CASE)

**Rotterdam University of Applied Sciences**, Netherlands (RUAS)

**SYNYO GmbH**, Austria (SYNYO)

**Foundation for Environmental Education**, United Kingdom (FEE)

**Youth in Science and Business Foundation**, Estonia (YSBF)

**Hellenic Education Society of STEM**, Greece (E3STEM)

**International Parents Alliance**, Netherlands (IPA)

**Universitatea Valahia Targoviste**, Romania (UVT)

**Technical University Berlin**, Germany (TUB)

**BOS+**, Belgium (BOS+)

## Deliverable factsheet

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## Abbreviations

AB	Advisory Board
AnT	An Taisce – The National Trust for Ireland
BOS+	BOS+ Vlaanderen VZW
CASE	CASE – Centrum Analiz Społeczno-Ekonomicznych- Fundacja Naukowa
CC	Creative Commons
CERN	European Organization for Nuclear Research
DMP	Data Management Plan
E3STEM	Elliniki Expaideftiki Enosi STEM
FAIR	Findable, Accessible, Interoperable and Reusable
FEE	Foundation for Environmental Education
GDPR	General Data Protection Regulation
IPA	Stichting International Parents Alliance
IPR	Intellectual Property Rights
MU	Maynooth University
OUAS	Odisee
PC	Project Coordinator
RUAS	Stichting Hogeschool Rotterdam
SEN	Sensitive (Dissemination)
SYNYO	SYNYO GmbH
TUB	Technische Universität Berlin
UCD	University College Dublin
UH	Universität Hohenheim
UVT	Universitatea Valahia Targoviste
YSBF	Sihtasutus Noored Teaduses Ja Ettevotluses

## Executive Summary

The aim of BioBeo is to develop and deploy an education programme to enhance understanding and engagement across society regarding lifestyle, circularity and bioeconomy, using 5 bioeconomy themes: interconnectedness, outdoor learning, forestry, life below water and the food loop.

BioBeo will provide for better coordination between bioeconomy and education in schools by developing the Circular Economy Science-Society message with a particular focus on circular lifestyle/behaviours, and a governance framework on society-wide engagement in bioeconomy policy. BioBeo will address social issues such as gender bias, disadvantaged youth groups, migrants and members of society with additional needs.

The outputs created during the project include:

- (1) Increase awareness of environmental, social and economic benefits of sustainable and circular bioeconomy among young people at pre-school, primary and secondary school level
- (2) Identify institutional and cultural barriers
- (3) Develop innovative approaches and digital toolkits for educational and information materials
- (4) Pilot BioBeo education programme reaching 35 schools, 1,000 university students, 1,800 parents/guardians and 100 teachers across Ireland, Belgium, Netherlands and Germany
- (5) Demonstrate a measured increase in engagement of young people and their intention to pursue education and careers in life science, technology and bioeconomy
- (6) Enhance governance of bioeconomy related processes within society by engaging European citizens from young to old in active policy making
- (7) Coordinate communication and dissemination to optimise the reach and visibility to students, teachers, policy makers and parents.

BioBeo will contribute to the transition to a sustainable EU circular bioeconomy by enhancing society-wide awareness and inspiring Europe's youth to pursue STEM related careers.

The exploitation plan seeks to embed and communicate the outputs and deliverables, making them available after the completion of the project in a variety of formats, described herein.

A decision on where the outputs will be made available during and after the project will be made based on the flow diagram (Section 3.2, Figure 1 below).

The potential users of the results include:

1. Young people (different age groups preschool, primary and secondary and third levels)
2. Teachers
3. Initial Teacher Education institutes
4. Parents, Guardians and extended family, including carers
5. Schools
6. Education policy makers and authorities
7. Businesses working in the sector (education and bioeconomy)
8. Other H2020 and Horizon Europe projects
9. Sector-relevant Organisations

Communication with potential users, stakeholders and special interest groups will be done through the channels described in our communication strategy (Deliverable D4.1), and include, but not limited to, the Train the Trainer manual developed (Deliverable D2.1), digital toolkits, board games, comics, video, and the BioBeo Festival, for example.

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# 1 Introduction

## 1.1 The Project

BioBeo is a two and a half-year project with 15 partners with the aim to develop and deploy an education programme to enhance engagement across society regarding lifestyle, circularity and bioeconomy, using 5 bioeconomy themes:

- Interconnectedness
- Outdoor Learning
- Forestry
- Life Below Water
- The Food Loop

Partners are committed to promoting the bioeconomy concept and will co-create and co-deliver diverse educational programmes as part of the wider Horizon-funded project BioBeo will provide better integrated bioscience bioeconomy education in schools that takes account of how best to develop (a) the Circular Economy (b) the Science-Society message with a particular focus on circular lifestyle and behaviours, and (c) a governance framework on society-wide engagement in bioeconomy policy. BioBeo addresses social issues such as gender bias, disadvantaged youth groups, migrants and members of society with additional needs.

BioBeo introduces new thinking and approaches in education on the circular economy across Europe based on the research of leading EU institutions partnering to advance knowledge in the field. The project seeks to strategically surmount both institutional and cultural barriers to implementing relevant circular bioeconomy education programs in preschool, primary, and secondary schools, through defining and delivering novel curricula in schools. The aim is to enhance societal involvement through young people's and citizens' involvement in policy-making for the bioeconomy.

The project is organised into four work packages (WPs):

- WP1: Management
- WP2: Innovative Governance
- WP3: Bioeconomy Work Programme
- WP4: Exploitation, Dissemination & Communication

## 1.2: Initial Exploitation Plan

This document is **Deliverable 4.3, "Initial Exploitation Plan"** for BioBeo. It identifies the key exploitable results expected from the project and outlines the exploitation plan designed to maximise impact from the project and ensure the broadest reach. It is an output **of WP4: Exploitation, Dissemination & Communication; Task 4.4: Exploitation Plan** and also fits into **WP1: Management; Task 1.8: IPR Management**. It was originally due in month 12 (October 2023) but the submission date was revised to month 18 to allow for further development of the plan in consultation with both the Advisory Board and Project Officer. It will be followed in month 29 (March 2025) by **Deliverable 4.5 "Final Exploitation Plan"**. It is also closely linked with all the other tasks of WP4: Task 4.1 Dissemination & Communication Plan, Task 4.2 Dissemination & Structured Dialogue, Task 4.3 Communication Tools & Media Outreach and with several of the WP1 tasks, in particular Task 1.6 Risk Management, and Task 1.7 Data . The overarching aim of Task 4.4 is to **provide a lasting legacy for continued**

ongoing coordination and networking on bioeconomy education rolling-out the ideas, concepts and educational resources developed under WPs 2 & 3. The Consortium thus seeks to involve all partners in producing the Initial Exploitation Plan, through discussion with the Steering Committee and Advisory Board and sharing on Basecamp.

## 2 Identification of Outputs and Key Exploitable Results

### 2.1 Initial Assessment of Deliverables

As a first step, all Deliverables have been assessed to see if they are likely to represent, or contain, a Key Exploitable Result. A working document has been developed which captures all potentially exploitable IP and which will be kept up to date as the project progresses, ensuring that all outputs and Key Exploitable Results are captured.

No.	Deliverable Name	Lead	Type	Dissemination Level	ADD TO KER TABLE?
D1.1	Gender Action Plan GAP	<del>UCD</del> -IPA	R —	PU - Public	No
D1.2	Data Management Plan (DMP)	UCD	R —	PU - Public	No
D1.3	Set up of Advisory Board	UCD	R —	PU - Public	No
D1.4	Final BioBeo Report	UCD	R —	PU - Public	No
D2.1	Train the Trainer Manual	IPA	R —	SEN - Sensitive	Yes
D2.2	Blueprint and methodology for innovative Governance	CASE	R —	PU - Public	Yes
D2.3	Report on engagement (covering youth & family)	IPA	R —	PU - Public	Yes
D2.4	Digital Handbook	CASE	DEC	PU - Public	Yes
D3.1	Developed BioBeo Education Programme	MU	R —	PU - Public	Yes
D3.2	BioBeo VR/AR tool	UCD	DEC	PU - Public	Yes
D3.3	Report of BioBeo Interconnectedness Award	<del>MU-UH</del>	R —	PU - Public	Yes
D3.4	BioBeo Festival and Ambassador Programme	RUAS (with OUAS)	DEC	PU - Public	Yes
D3.5	BioBeo App and animated videos	YSBF	DEC	PU - Public	Yes
D3.6	Evaluation report on BioBeo Education Programme	MU	R —	PU - Public	No
D3.7	Inaugural meeting of the BioBeo Educators' Network for the Future	MU	DEC	PU - Public	Yes
D3.8	Teacher Education Report	MU	R —	PU - Public	No
D3.9	STEM Career Development Report	E3STEM	R —	PU - Public	Yes
D4.1	Dissemination and Communication Plan	SYNYO	R —	PU - Public	No
D4.2	Report on updates on Dissemination and Communication Actions	SYNYO	R —	PU - Public	No
D4.3	Initial Exploitation Plan	UCD	R —	PU - Public	No
D4.4	Final Report on Dissemination and Communication Actions	SYNYO	R —	PU - Public	No
D4.5	Final Exploitation Plan	UCD	R —	PU - Public	No

Figure 1 Deliverables – initial assessment of Key Exploitable Results

## 2.2 Initial Listing of Additional Outputs

An initial list of additional outputs not otherwise included in the Deliverables is continually being developed. As the project progresses, these will be captured in the Exploitation Action Plan. Examples to date include, but are not limited to:

- Board games (2-3)
- Characters of Beo and Raja
- Comics
- Five Bioeconomy Themes, colour schemes, branding
- BioBeo Song
- Bioeconomy definition paper
- Additional Videos (e.g., Bioeconomy definition, instructions for eTwinning and Resource Don't Go Game)

## 3 IPR Management

### 3.1 General Introduction to Intellectual Property Rights (IPR)

In the broadest sense, intellectual property (IP) refers to different types of intangible expressions (such as artistic and literary work, discoveries and inventions, words, symbols and designs) for which specific monopoly rights are recognised under specific laws. Under such intellectual property laws, the owners of such intangible expressions are granted some exclusive rights that typically exclude others from using them without the owner's consent. The main types of IPR include patents, copyrights, trademarks, industrial design rights and trade secrets.

Each consortium member will work with their internal commercial team, exploitation manager or equivalent to ensure that they obtain correct advice on disclosed IP, protection and exploitation. The Project Coordinator will ensure that the appropriate Horizon 2020 reference documents and contact details of IPR helpdesk are circulated to all partners. The project will fully follow the rules set out by the EC in terms of IP:

- “Background”, which is partners' know-how pre-existing the project, while remaining the sole property of their owners, will be made available to the other partners as needed for the fulfilment of the project.
- “Foreground”, which is developed by the partners during the project, will be owned by the partners who have directly contributed to its creation, either alone or jointly with other partners. In case of joint ownership, a separate contract (co-ownership agreement) will be drawn up and signed by the owners to determine their rights and obligations, and settle the IP management and exploitation rules.
- Traceability of background and foreground will be sought throughout the project. The project will generate a constant flux of foreground between the partners, and each partner's contribution to the Foreground will be one part of the data, which will be recorded.
- All publications and communications in connection with the Knowledge resulting from the project shall be reviewed to identify knowledge that could be the subject matter of protection. Afterwards, dissemination of knowledge stemming from the project will follow a two-fold process.

- Fundamental scientific results that cannot be patented will be freely disseminated through different channels: scientific publications, presentations at international conferences and workshops, etc. All partners have agreed to mention the project and the funding of the project by EC in all presentations and publications related to the project.
- For all results generating IP, the partners will actively seek to protect all exploitable knowledge such as patent searches, filing and prosecution of patent (or other IPR) applications. The protection of “foreground” as well as associated exploitation strategy will be regularly reviewed by the WP leaders and Deputies.

The IP management plan will provide a framework for innovation capacity building measures, and assure IP training and update of competences, provide expertise on IP issues, and ensure organisation of the IP including networking with partnering entities for co-exploitation of results.

### 3.2 Summary of IPR in BioBeo

“BioBeo” does not appear to currently be a registered trademark, and an initial search of the Irish Patents Office website did not reveal any patents using this name. However, further investigations are needed in this regard and work is ongoing.

**The main outputs, including any Key Exploitable Results,** will mostly be **copyrights** associated with a range of works. Such works include copyrights in software for animated videos and Virtual Reality/Augmented Reality applications, and copyrights in other materials such as books and reports. There will also be copyrights in cartoon characters. Further, there is the possibility of applying for **trademarks** with certain colours associated with certain bioeconomy themes.

**A decision will need to be made as regards what copyrighted materials will be disseminated openly and how.** Materials to be widely disseminated are likely to be reports and perhaps curricular materials. It is likely that the Creative Commons (CC) licences will provide a central mechanism for widely disseminating educational materials. The creators will need to determine what CC licences should be used (CC0, CC BY, CC NC, CC ND and various combinations of these) and what copyrighted works should not be widely disseminated for the potential to be **exploited**.

**Task 1.8 IPR Management** aims to ensure full exploitation of knowledge. The UCD Project Manager will act as the project Exploitation Manager and together with the WP Leaders and Deputies will form an IP Committee and together with all Partners will be responsible for updating the exploitation plan and for protecting the IPR derived from the project. Potential for IPR exploitation will be kept under constant review through the activities of WP4 (Task 4.4). This role will involve:

- Ensuring adequate IP protection prior to exploitation and dissemination activities
- Developing dissemination and exploitation strategies in line with emerging project results
- Reporting the proposed strategies to the project Steering Committee and Advisory Board
- Implement the strategies once agreed with the Management Team and Steering Committee
- Planning for post-project activities required for full exploitation

The treatment of IPR is governed by the Consortium Agreement and the Grant Agreement, with the most relevant sections copied as Annexes to this Deliverable for reference.

The project is producing novel and significant outcomes which are of European importance hence the need to consider full exploitation of IPR. It is important to the partners that the long-term sustainability strategy which will be implemented through the Exploitation Plan will facilitate the extended use of outputs, and the development of future research and follow-on projects.

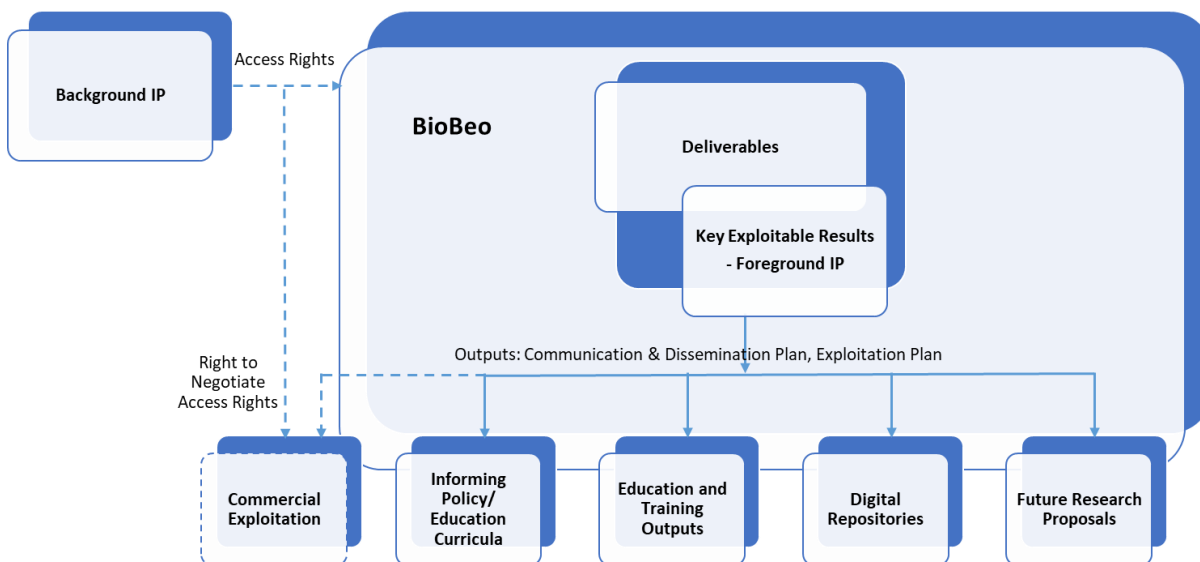


Figure 2 Exploitation Plan IP Flow Chart

### 3.3 Plan for the Use and Dissemination of Foreground IP

The Management Team, consisting of the WP Leaders and Deputies and special roles including the Project Coordinator and the Project Manager, will assess the opportunities for dissemination (especially during the course of the project) and opportunities for IPR or other output exploitation. Special attention will be made with regard to the need to involve potential service end-users, regulatory bodies etc. for the most effective exploitation and route to market. This draft plan for the Use and Dissemination of the Foreground IP will be produced in Month 18 (April 2024) with the final Exploitation Plan to be produced in Month 29 (March 2025). The project Expert Advisory Board will act as a conduit of current expert opinion and market feedback and feed directly into the drafting of these documents.

If IPR protection has been deemed a requirement for certain results, dissemination activities in relation to these results will only commence once IP measures are in place, although may be shared with key stakeholders, e.g. the Advisory Board, covered through non-disclosure confidentiality agreements.

As per the Dissemination and Communication Plan (Deliverable 4.1) most outputs including will be made available to the key stakeholders and the public for maximum impact. Through completion of WP4 activities, the transfer of foreground knowledge may be assisted through hosting or presenting at targeted events, for example training events and the BioBeo Bioeconomy Festival. It is envisaged that this work will demonstrate

the wider potential of BioBeo Education programmes. Sample novel toolkits will act as a key enabler for wider stakeholders to mobilise resources to raise the profile of the importance of the bioeconomy.

The data and key outputs from the studies performed during this project will be of particular interest to key practitioners in education and researchers working within the bioeconomy discipline. The practical outcomes will also be of wider interest to those who are concerned with enhancing education and engagement across society regarding lifestyle, circularity and bioeconomy, under the themes of Interconnectedness, Outdoor Learning, Forestry, Life Below Water and the Food Loop.

The reduced costs associated with the production of European guidance handbooks, operating manuals, toolkits and boardgames for teaching bioeconomy principles within various youth education strands will result in accelerated learning of the importance of the bioeconomy among a key population segment, youth citizens. This activity in itself allows special interest groups to play a role in shaping curricula regionally, fostering cross-fertilisation of learning materials through European case studies etc.

The dissemination of project findings to stakeholders involved in bioeconomy monitoring will be key to ensuring long term impact from this project work. The expansion of innovative research activities in this field within the EU as a whole is essential if, as envisaged, awareness and knowledge of the bioeconomy informs education curricula. This project offers the opportunity to firmly root long-term collaboration between these partners providing pathways for future work leading to commercialisation of other research outputs.

### 3.4 Background IP

At the time of signing the Consortium Agreement, each partner agreed in writing (Attachment 1 to the Consortium Agreement) that

“As to [Party], it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of [Party] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, subsection “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

This represents the status at the time of signature of this Consortium Agreement.”

As per Section 9.1.2 of the Consortium Agreement (Annex 1): “Any Party may add additional Background to Attachment 1 during the Project provided they give 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.”

All background IP will be identified by the partners, and it will be addressed through the Action Plan.

### 3.5 IPR Risk

In the foreseen risks listed in the Description of Action, Intellectual Property Risk is mentioned in relation to Deliverables potentially infringing on IPR (as well as the potential for not being well focussed or well drafted), with the proposed mitigation measure of establishing a Quality Control Group to review all deliverables before final submission. This Management Team consisting of the WP Leaders and Deputies fulfils this role.

Table 1 IPR-related Risk and Proposed Mitigation Measures (taken from List of Critical Risks in the Description of Action)

Risk No.	Description	Work Package No.(s)	Proposed Mitigation Measures
5	Deliverables are not focussed, well drafted or infringe IPR	WP3, WP1, WP2, WP4	Quality Control Group established to review all deliverable before final submission

## 4 Exploitation Plan

### 4.1 General Exploitation Plan

As stated above in Section 1, the overarching aim is to **provide a lasting legacy for continued ongoing coordination and networking on bioeconomy education rolling-out the ideas, concepts and educational resources developed under WPs 2 & 3.**

In general, this means the focus is on **Dissemination and Communication** to a great extent, but cognisant of the fact that IPR must be appropriately managed and commercial exploitation must also be considered where appropriate.

**As stated in Section 3.2, the IPR** will mostly be **copyrights** associated with a range of works. Some important examples of copyright material include copyrights in website content, software for animated videos and Virtual Reality/Augmented Reality applications, and copyrights in other materials such as protocols, brochures and marketing materials, books and reports as well as internal written materials. There will also be copyrights in cartoon characters.

Further, there is the possibility of applying for **trademarks** with certain colours associated with certain bioeconomy themes.

**A decision will need to be made by all partners at Steering Committee Level, as regards what copyrighted materials will be disseminated openly and how.** Materials to be widely disseminated are likely to be reports and perhaps curricular materials. It is likely that the Creative Commons (CC) licences will be key tools to widely disseminate certain materials. The creators will need to determine what CC licences should be used (CC0, CC BY, CC NC, CC ND and various combinations of these) and what copyrighted works should not be widely disseminated for the potential to be **exploited**.

With that in mind, an individual exploitation strategy is considered for each Key Exploitable Result. The Project Team will consult with a Patent Lawyer for any potential protectable IP generated in the project.

### 4.2 Exploitation Action Plan for Key Exploitable Results

A working document (the Exploitation Action Plan and IP Tracking file) has been prepared as an internal working file and is available to partners through Basecamp. It includes the assessment of deliverables, and further outputs which may be developed, adapted and used throughout the project’s lifecycle and are identified as Key Exploitable Results. It prompts the consideration of ownership, tracking of any background IP, and dissemination options including decisions regarding choice of open access licences.

The focus of the strategy is to foster and facilitate increased uptake by schools to ensure that the impact will endure (part of sustainability strategy) and influence the teaching curriculum (as per Ireland's Bioeconomy Action Plan – Action 7: Knowledge & Skills, for example).

### 4.3 Dissemination & Communication

*Ref.: Deliverable 4.1 Dissemination & Communication Plan*

*Dissemination* of the project's results is an important element of the project and needs to reach the full range of users (with the prominence of the EU emblem and acknowledgment of EU funding):

- Research community - results will be published in international peer-reviewed journals (including open access), will be presented at seminars, workshops and conferences at a European and international level.
- Policy and standards - appropriate regulatory bodies will be kept informed of the outcomes of the project to provide input into future policy developments and standard setting.
- Social/general public - specific activities will be organised to ensure that the general public is made aware of the outcomes of the project by using media such as YouTube, Facebook, Twitter, online blogs, newspaper articles, radio and TV, and linking in with the appropriate consortium members outreach activities such as public talks, lectures for local societies, outreach days etc.  
Education and training practitioners - specific sessions and events will be organised to demonstrate the importance of European research to school children, 2<sup>nd</sup> and 3<sup>rd</sup> level students and it will involve activities such as open days, talks at local schools, input into local teacher training.

Target audiences of the BioBeo dissemination plans include young people at primary, secondary, and third levels, teachers, teacher education institutes, parents, guardians, extended family, schools, education policymakers and authorities, businesses, other H2020, and Horizon Europe projects, and other relevant organisations.

Meeting the BioBeo objectives of improving access to high-quality education for all learners in all educational contexts and settings, funding initiatives for educating citizens about sustainability in formal and informal educational settings, and integrating sustainable bioeconomy and circular economy curricula into current curricula in consortium partners' countries and beyond requires the involvement of different stakeholder types. Stakeholders are grouped into nine main categories. The following table depicts the varied stakeholder groupings as well as their roles:



Table 2 Stakeholder Categories (taken from D4.1 Dissemination & Communication Plan)

Young People	preschool, primary and secondary, and third levels students	YP
Teachers	teachers, including student teachers and school communities	T
Education Institutes	teacher education institutes	EI
Parents	parents, guardians, and extended family	P
Schools	pre-schools, primary, and secondary schools	S
Policy-makers	education policy-makers and authorities	PM
Industry	e.g., the bioeconomy industry	I
Projects	relatable H2020 and Horizon Europe projects	PJ
Organisations	e.g., organisations, foundations, networks	Org

#### 4.4 Open Science: open access to scientific publications and FAIR Research data management

As described in the Grant Agreement (see Annex 3), Horizon Europe requires an Open Science approach: open access to scientific publications and FAIR Research data management. This is incorporated in **Deliverable 1.2: Data Management Plan**.

Horizon Europe requires that **open access** be provided to **peer-reviewed publications** immediately via a repository to support the long-term preservation of publications. We intend to use Open Research Europe to send peer-reviewed versions of publications to [Zenodo](#), (the general purpose repository maintained by CERN). It will also be possible to disseminate peer-reviewed publications in information repositories belonging to the partner institutions and thus accessible to wider stakeholder audiences through bottom-up approaches. In addition the consortium members will follow their own institutional practices with regards to open access. In some instances it is important to ensure that research publications/articles are made available immediately. In this case 'gold' open access route will be followed and open access charges will be included in the budgeted and claimed as a project-specific cost.

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The only data which will not be made openly accessible will be data which contains personally identifiable information (e.g. individual evaluation forms) and data underpinning deliverables that are covered by

confidentiality. The personal data processed in the project are not made publicly accessible but kept closed and inaccessible to third parties.

## 5 References

European Commission IP Helpdesk [https://intellectual-property-helpdesk.ec.europa.eu/regional-helpdesks/european-ip-helpdesk/ip-guides\\_en](https://intellectual-property-helpdesk.ec.europa.eu/regional-helpdesks/european-ip-helpdesk/ip-guides_en)

European Union Intellectual Property Office (EUIPO) <https://www.euiipo.europa.eu/en>

Intellectual Property Office of Ireland <https://www.ipoi.gov.ie/en/understanding-ip/>

Nova UCD Knowledge Transfer Supports <https://www.ucd.ie/innovation/knowledge-transfer/researcher-supports/what-can-i-expect/>

World Intellectual Property Organisation <https://www.wipo.int/portal/en/index.html>

# Annex

## Annex 1: Extract from the Consortium Agreement: Section 8 “Results” and 9 “Access Rights”

Extract from Consortium Agreement pp. 18 -25

### 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 16.4 and its Annex 5, Section Ownership of results, 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 and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive 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.

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

#### 8.3 Transfer of Results

##### 8.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section “Transfer of ownership”.

##### 8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section “Transfer of ownership”, 3<sup>rd</sup> paragraph.

##### 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 under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.

##### 8.3.4

The Parties recognise 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 at least 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, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

#### **8.4.2 Dissemination of own (including jointly owned) 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 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, 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 by written notice 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, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

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.

##### **8.4.2.4**

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, provided that the objections of the objecting Party have been addressed.

#### **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 additional Background to Attachment 1 during the Project provided they give 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 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**

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 and for teaching 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, 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 entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control" if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control 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 entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control 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 Grant Agreement 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

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

### 9.8.1 Definitions relating to Software

“Application Programming Interface” or “API”

means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"Controlled License Terms" means terms in any license that require that the use, copying, modification and/or distribution of Software or another work (“Work”) and/or of any work that is a modified version of or is a derivative work of such Work (in each case, “Derivative Work”) be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software license that merely permits (but does not require any of the things mentioned in (a) to (c) is not under Controlled License Terms.

“Object Code” means Software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

“Software Documentation” means Software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a Software programme.

“Source Code” means Software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

### 9.8.2 General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

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 Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The introduction of Software under Controlled License Terms in the Project requires the prior approval of the General Assembly to implement such introduction into the Consortium Plan.

In case of an approved introduction of Software under Controlled License Terms’ in the Project, the Controlled License Terms shall prevail over any conflicting provisions of this Consortium Agreement for affected original and derivative Background and Results.

### 9.8.3 Access to Software

Access Rights to Software that is Results shall comprise:

- Access Rights to the Object Code; and,
- where normal use of such an Object Code requires an API, Access Rights to the Object Code and such an API; and,
- if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access Rights to the Source Code, Access Rights to the Source Code to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

### 9.8.4 Software license and sublicensing rights

#### 9.8.4.1 Object Code

##### 9.8.4.1.1 Results - Rights of a Party



Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

- to make an agreed number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 13.2 of this Consortium Agreement.

#### 9.8.4.1.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable Software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs.

#### 9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

#### 9.8.4.2 Source Code

##### 9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

##### 9.8.4.2.2 Results – Rights to grant sublicenses to end-users

In addition, Access Rights, as far as Needed for the Exploitation of the Party's own Results, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.

Further sublicensing of Source Code is explicitly excluded.

##### 9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the requesting Party and the granting Party.

#### 9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

## Annex 2: Extract from the Grant Agreement: Article 16 and Article 17

Extract from Grant Agreement pp. 34 -37

### **ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS —ACCESS RIGHTS AND RIGHTS OF USE**

#### **16.1 Background and access rights to background**

The beneficiaries must give each other and the other participants access to the background identified as needed for implementing the action, subject to any specific rules in Annex 5.

‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

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

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

#### **16.2 Ownership of results**

The granting authority does not obtain ownership of the results produced under the action.

‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

#### **16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes**

The granting authority has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes — during the action or afterwards.

The right to use the beneficiaries’ materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) **translation**

- (e) **storage** in paper, electronic or other form
- (f) **archiving**, in line with applicable document-management rules
- (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority
- (h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”

#### **16.4 Specific rules on IPR, results and background**

Specific rules regarding intellectual property rights, results and background (if any) are set out in Annex 5.

#### **16.5 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

### **ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY**

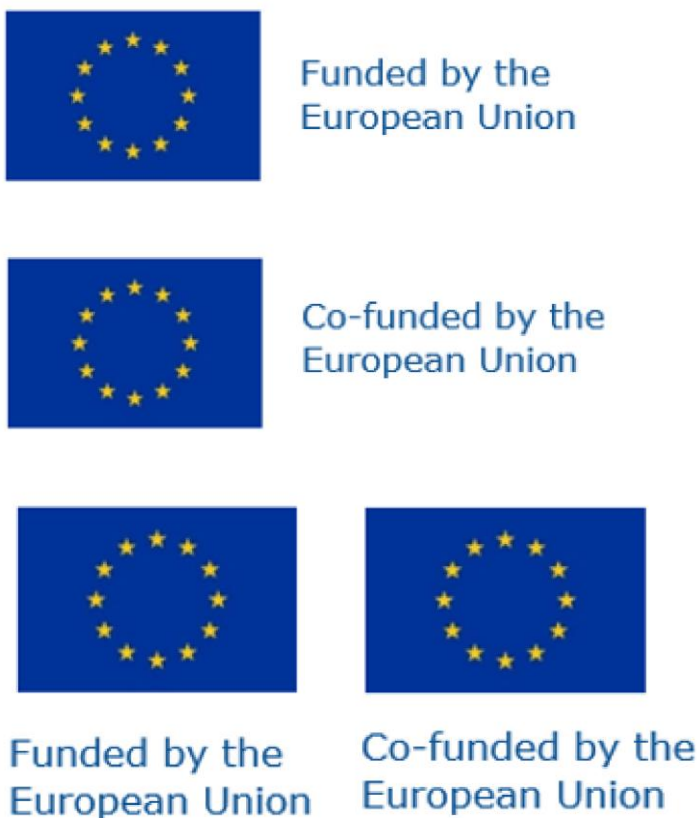
#### **17.1 Communication — Dissemination — Promoting the action**

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

Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

#### **17.2 Visibility — European flag and funding statement**

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

**17.3 Quality of information — Disclaimer**

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

**17.4 Specific communication, dissemination and visibility rules**

Specific communication, dissemination and visibility rules (if any) are set out in Annex 5.

### **17.5 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## Annex 3: Extract from the Grant Agreement: Annex 5, Specific Rules related to Article 16 and Article 17

Extract from Grant Agreement, Annex 5 pp. 3 -13 (corresponding to overall page numbers for the fully compiled grant agreement 139 -149)

### **INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)**

#### **Definitions**

Access rights — Rights to use results or background.

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.

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.

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.

FAIR principles — ‘findability’, ‘accessibility’, ‘interoperability’ and ‘reusability’.

Open access — Online access to research outputs provided free of charge to the end-user.

Open science — An approach to the scientific process based on open cooperative work, tools and diffusing knowledge.

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.

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.

#### **Scope of the obligations**

For this section, references to ‘beneficiary’ or ‘beneficiaries’ do not include affiliated entities (if any).

#### **Agreement on background**

The beneficiaries must identify in a written agreement the background as needed for implementing the action or for exploiting its results.

Where the call conditions restrict control due to strategic interests reasons, background that is subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries or target countries set out in the call conditions and that impact the exploitation of the results (i.e. would make the exploitation of the results subject to control or restrictions) must not be

used and must be explicitly excluded from it in the agreement on background — unless otherwise agreed with the granting authority.

### **Ownership of results**

Results are owned by the beneficiaries that generate them.

However, two or more beneficiaries own results jointly if:

- they have jointly generated them and
- it is not possible to:
  - establish the respective contribution of each beneficiary, or
  - separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree — in writing — on the allocation and terms of exercise of their joint ownership (**‘joint ownership agreement’**), to ensure compliance with their obligations under this Agreement.

Unless otherwise agreed in the joint ownership agreement or consortium agreement, each joint owner may grant non-exclusive licences to third parties to exploit the jointly-owned results (without any right to sub-license), 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.

If third parties (including employees and other personnel) may claim rights to the results, the beneficiary concerned must ensure that those rights can be exercised in a manner compatible with its obligations under the Agreement.

The beneficiaries must indicate the owner(s) of the results (results ownership list) in the final periodic report.

### **Protection of results**

Beneficiaries which have received funding under the grant must adequately protect their results — for an appropriate period and with appropriate territorial coverage — if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the other beneficiaries and any other legitimate interests.

### **Exploitation of results**

Beneficiaries which have received funding under the grant must — up to four years after the end of the action (see Data Sheet, Point 1) — use their best efforts to exploit their results directly or to have them exploited indirectly by another entity, in particular through transfer or licensing.

If, despite a beneficiary’s best efforts, the results are not exploited within one year after the end of the action, the beneficiaries must (unless otherwise agreed in writing with the granting authority) use the Horizon Results Platform to find interested parties to exploit the results.

If results are incorporated in a standard, the beneficiaries must (unless otherwise agreed with the granting authority or unless it is impossible) ask the standardisation body to include the funding statement (see Article 17) in (information related to) the standard.

### **Additional exploitation obligations**



Where the call conditions impose additional exploitation obligations (including obligations linked to the restriction of participation or control due to strategic assets, interests, autonomy or security reasons), the beneficiaries must comply with them — up to four years after the end of the action (see Data Sheet, Point 1).

Where the call conditions impose additional exploitation obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under fair and reasonable conditions — to their results to legal entities that need the results to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

#### Additional information obligation relating to standards

Where the call conditions impose additional information obligations relating to possible standardisation, the beneficiaries must — up to four years after the end of the action (see Data Sheet, Point 1) — inform the granting authority, if the results could reasonably be expected to contribute to European or international standards.

### **Transfer and licensing of results**

#### Transfer of ownership

The beneficiaries may transfer ownership of their results, provided this does not affect compliance with their obligations under the Agreement.

The beneficiaries must ensure that their obligations under the Agreement regarding their results are passed on to the new owner and that this new owner has the obligation to pass them on in any subsequent transfer.

Moreover, they must inform the other beneficiaries with access rights of the transfer at least 45 days in advance (or less if agreed in writing), unless agreed otherwise in writing for specifically identified third parties including affiliated entities or unless impossible under the applicable law. This notification must include sufficient information on the new owner to enable the beneficiaries concerned to assess the effects on their access rights. The beneficiaries may object within 30 days of receiving notification (or less if agreed in writing), if they can show that the transfer would adversely affect their access rights. In this case, the transfer may not take place until agreement has been reached between the beneficiaries concerned.

#### Granting licences

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.

#### Granting authority right to object to transfers or licensing — Horizon Europe actions

Where the call conditions in Horizon Europe actions provide for the right to object to transfers or licensing, the granting authority may — up to four years after the end of the action (see Data Sheet, Point 1) — object to a transfer of ownership or the exclusive licensing of results, if:

- the beneficiaries which generated the results have received funding under the grant
- it is to a legal entity established in a non-EU country not associated with Horizon Europe, and



- the granting authority considers that the transfer or licence is not in line with EU interests.

Beneficiaries that intend to transfer ownership or grant an exclusive licence must formally notify the granting authority before the intended transfer or licensing takes place and:

- identify the specific results concerned
- describe in detail the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or licence on EU interests, in particular regarding competitiveness as well as consistency with ethical principles and security considerations.

The granting authority may request additional information.

If the granting authority decides to object to a transfer or exclusive licence, it must formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information it has requested).

No transfer or licensing may take place in the following cases:

- pending the granting authority decision, within the period set out above
- if the granting authority objects
- until the conditions are complied with, if the granting authority objection comes with conditions.

A beneficiary may formally notify a request to waive the right to object regarding intended transfers or grants to a specifically identified third party, if measures safeguarding EU interests are in place. If the granting authority agrees, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

#### Granting authority right to object to transfers or licensing — Euratom actions

Where the call conditions in Euratom actions provide for the right to object to transfers or licensing, the granting authority may — up to four years after the end of the action (see Data Sheet, Point 1) — object to a transfer of ownership or the exclusive or non-exclusive licensing of results, if:

- the beneficiaries which generated the results have received funding under the grant
- it is to a legal entity established in a non-EU country not associated to the Euratom Research and Training Programme 2021-2025 and
- the granting authority considers that the transfer or licence is not in line with the EU interests.

Beneficiaries that intend to transfer ownership or grant a licence must formally notify the granting authority before the intended transfer or licensing takes place and:

- identify the specific results concerned
- describe in detail the results, the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or licence on EU interests, in particular regarding competitiveness as well as consistency with ethical principles and security considerations (including the defence interests of the EU Member States under Article 24 of the Euratom Treaty).

The granting authority may request additional information.

If the granting authority decides to object to a transfer or licence, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

No transfer or licensing may take place in the following cases:

- pending the granting authority decision, within the period set out above
- if the granting authority objects
- until the conditions are complied with, if the granting authority objection comes with conditions.

A beneficiary may formally notify a request to waive the right to object regarding intended transfers or grants to a specifically identified third party, if measures safeguarding EU interests are in place. If the granting authority agrees, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

*Limitations to transfers and licensing due to strategic assets, interests, autonomy or security reasons of the EU and its Member States*

Where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons, the beneficiaries may not transfer ownership of their results or grant licences to third parties which are established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) — unless they have requested and received prior approval by the granting authority.

The request must:

- identify the specific results concerned
- describe in detail the new owner and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or license on the strategic assets, interests, autonomy or security of the EU and its Member States.

The granting authority may request additional information.

**Access rights to results and background**

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

Requests to exercise access rights and the waiver of access rights must be in writing.

Unless agreed otherwise in writing with the beneficiary granting access, access rights do not include the right to sub-license.

If a beneficiary is no longer involved in the action, this does not affect its obligations to grant access.

If a beneficiary defaults on its obligations, the beneficiaries may agree that that beneficiary no longer has access rights.

*Access rights for implementing the action*

The beneficiaries must grant 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 —:

- informed the other beneficiaries that access to its background is subject to restrictions, or

- agreed with the other beneficiaries that access would not be on a royalty-free basis.

The beneficiaries must grant each other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.

Access rights for exploiting the results

The beneficiaries must grant each other access — under fair and reasonable conditions — to results needed for exploiting their results.

The beneficiaries must grant each other access — under fair and reasonable conditions — to background needed for exploiting their 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 restrictions.

Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the action (see Data Sheet, Point 1).

Access rights for entities under the same control

Unless agreed otherwise in writing by the beneficiaries, access to results and, subject to the restrictions referred to above (if any), background must also be granted — under fair and reasonable conditions — to entities that:

- are established in an EU Member State or Horizon Europe associated country
- are under the direct or indirect control of another beneficiary, or under the same direct or indirect control as that beneficiary, or directly or indirectly controlling that beneficiary and
- need the access to exploit the results of that beneficiary.

Unless agreed otherwise in writing, such requests for access must be made by the entity directly to the beneficiary concerned.

Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the action (see Data Sheet, Point 1).

Access rights for the granting authority, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes — Horizon Europe actions

In Horizon Europe actions, the beneficiaries which have received funding under the grant must grant access to their results — on a royalty-free basis — to the granting authority, EU institutions, bodies, offices or agencies for developing, implementing and monitoring EU policies or programmes. Such access rights do not extend to beneficiaries' background.

Such access rights are limited to non-commercial and non-competitive use.

For actions under the cluster 'Civil Security for Society', such access rights also extend to national authorities of EU Member States for developing, implementing and monitoring their policies or programmes in this area. In this case, access is subject to a bilateral agreement to define specific conditions ensuring that:

- the access rights will be used only for the intended purpose and
- appropriate confidentiality obligations are in place.

Moreover, the requesting national authority or EU institution, body, office or agency (including the granting authority) must inform all other national authorities of such a request.

Access rights for the granting authority, Euratom institutions, funding bodies or the Joint Undertaking Fusion for Energy — Euratom actions

In Euratom actions, the beneficiaries which have received funding under the grant must grant access to their results — on a royalty-free basis — to the granting authority, Euratom institutions, funding bodies or the Joint Undertaking Fusion for Energy for developing, implementing and monitoring Euratom policies and programmes or for compliance with obligations assumed through international cooperation with non-EU countries and international organisations.

Such access rights include the right to authorise third parties to use the results in public procurement and the right to sub-license and are limited to non-commercial and non-competitive use.

Additional access rights

Where the call conditions impose additional access rights, the beneficiaries must comply with them.

**COMMUNICATION, DISSEMINATION, OPEN SCIENCE AND VISIBILITY (— ARTICLE 17)**

**Dissemination**

Dissemination of results

The beneficiaries must disseminate their results as soon as feasible, in a publicly available format, subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests.

A beneficiary that intends to disseminate its results must give at least 15 days advance notice to the other beneficiaries (unless agreed otherwise), together with sufficient information on the results it will disseminate.

Any other beneficiary may object within (unless agreed otherwise) 15 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the results may not be disseminated unless appropriate steps are taken to safeguard those interests.

Additional dissemination obligations

Where the call conditions impose additional dissemination obligations, the beneficiaries must also comply with those.

**Open Science**

Open science: open access to scientific publications

The beneficiaries must ensure open access to peer-reviewed scientific publications relating to their results. In particular, they must ensure that:

- at the latest at the time of publication, a machine-readable electronic copy of the published version or the final peer-reviewed manuscript accepted for publication, is deposited in a trusted repository for scientific publications
- immediate open access is provided to the deposited publication via the repository, under the latest available version of the Creative Commons Attribution International Public Licence (CC BY) or a licence with equivalent rights; for monographs and other long-text formats, the licence may exclude commercial uses and derivative works (e.g. CC BY-NC, CC BY-ND) and

- information is given via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication.

Beneficiaries (or authors) must retain sufficient intellectual property rights to comply with the open access requirements.

Metadata of deposited publications must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent, in line with the FAIR principles (in particular machine actionable) and provide information at least about the following: publication (author(s), title, date of publication, publication venue); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the publication, the authors involved in the action and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for any research output or any other tools and instruments needed to validate the conclusions of the publication.

Only publication fees in full open access venues for peer-reviewed scientific publications are eligible for reimbursement.

#### Open science: research data management

The beneficiaries must manage the digital research data generated in the action ('data') responsibly, in line with the FAIR principles and by taking all of the following actions:

- establish a data management plan ('DMP') (and regularly update it)
- as soon as possible and within the deadlines set out in the DMP, deposit the data in a trusted repository; if required in the call conditions, this repository must be federated in the EOSC in compliance with EOSC requirements
- as soon as possible and within the deadlines set out in the DMP, ensure open access — via the repository — to the deposited data, under the latest available version of the Creative Commons Attribution International Public License (CC BY) or Creative Commons Public Domain Dedication (CC 0) or a licence with equivalent rights, following the principle 'as open as possible as closed as necessary', unless providing open access would in particular:
  - be against the beneficiary's legitimate interests, including regarding commercial exploitation, or
  - be contrary to any other constraints, in particular the EU competitive interests or the beneficiary's obligations under this Agreement; if open access is not provided (to some or all data), this must be justified in the DMP
- provide information via the repository about any research output or any other tools and instruments needed to re-use or validate the data.

Metadata of deposited data must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent (to the extent legitimate interests or constraints are safeguarded), in line with the FAIR principles (in particular machine-actionable) and provide information at least about the following: datasets (description, date of deposit, author(s), venue and embargo); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the dataset, the authors involved in the action, and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for related publications and other research outputs.

#### Open science: additional practices

Where the call conditions impose additional obligations regarding open science practices, the beneficiaries must also comply with those.

Where the call conditions impose additional obligations regarding the validation of scientific publications, the beneficiaries must provide (digital or physical) access to data or other results needed for validation of the conclusions of scientific publications, to the extent that their legitimate interests or constraints are safeguarded (and unless they already provided the (open) access at publication).

Where the call conditions impose additional open science obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) immediately deposit any research output in a repository and provide open access to it under a CC BY licence, a Public Domain Dedication (CC 0) or equivalent. As an exception, if the access would be against the beneficiaries' legitimate interests, the beneficiaries must grant nonexclusive licenses — under fair and reasonable conditions — to legal entities that need the research output to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

### **Plan for the exploitation and dissemination of results including communication activities**

Unless excluded by the call conditions, the beneficiaries must provide and regularly update a plan for the exploitation and dissemination of results including communication activities.