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# Scalable full-cycle marine litter remediation in the Mediterranean: Robotic and participatory solutions

## SeaClear2.0



<https://www.seaclear2.eu>

### D10.2

#### IPR Strategy

WP10 – Exploitation & IPR management

**Grant Agreement no. 101093822**

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Lead beneficiary: TU Delft


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	<b>WP10:</b> Exploitation & IPR management	<b>Version:</b> V1.0
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<b>Deliverable description</b>	This report will contain the IPR Strategy as agreed within the consortium in compliance with the GA and CA to be agreed on among the partners.


<sup>1</sup> R = Document, report, DEM = Demonstrator, OTHER = Software, technical diagram, etc., DMP = Data Management Plan

<sup>2</sup> PU = Public, C-UE/EU-C = EU Confidential under Decision 2015/444, SEN = Sensitive

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## Document history

Name	Date	Version	Description
Bart De Schutter, TU Delft	01/05/2023	V0.1	First complete draft
Sjoerd van Kesteren (legal dept), TU Delft	11/05/2023	V0.2	Feedback on draft
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## Definitions


- **Beneficiary:** A legal entity that is signatory of the EC Grant Agreement no. 101093822.
- **Consortium:** The SeaClear2.0 Consortium, comprising the list of beneficiaries below.
- **Consortium Agreement:** Agreement concluded amongst the SeaClear2.0 beneficiaries for the implementation of the Grant Agreement.
- **Grant Agreement:** The agreement signed between the beneficiaries and the EC for the undertaking of the SeaClear2.0 project (Grant Agreement no. 101093822).

Beneficiaries of the SeaClear2.0 Consortium are referred to herein according to the following abbreviations:

- **TU Delft:** TECHNISCHE UNIVERSITEIT DELFT
- **DUNEA:** REGIONALNA AGENCIJA DUNEA
- **Fraunhofer:** FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV
- **HPA:** HAMBURG PORT AUTHORITY
- **ISOTECH:** ISOTECH LTD
- **MDanchor:** M. DANCHOR LTD
- **Subsea Tech:** SUBSEA TECH SAS
- **TECNOSUB:** TÉCNICAS Y OBRAS SUBACUÁTICAS, SLU
- **TUM:** TECHNISCHE UNIVERSITAET MUENCHEN
- **UNIDU:** SVEUCILISTE U DUBROVNIKU
- **UTC:** UNIVERSITATEA TEHNICA CLUJ-NAPOCA
- **VEO:** VEOLIA PROPRETE
- **VLPF:** VENICE LAGOON PLASTIC FREE

## Abbreviations


- **EC:** European Commission
- **GA:** Grant Agreement
- **WP:** Work Package

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## Executive summary

This deliverable presents the guidelines on the Intellectual Property Rights (IPR) management. The deliverable is produced in the context of Work Package 10 Exploitation and IPR management and is related to Task 10.2 IPR management. Intellectual Property Rights management involve the identification, control and recording of knowledge. This document should be considered in conjunction with the SeaClear2.0 Grant Agreement and Consortium Agreement signed by all project partners.

At each stage of the project, the IP issues which need to be addressed are different, therefore, online meetings are scheduled on a monthly basis to coordinate and manage all project actions including the IPR activities. Also, the Scientific Coordinator, Project Coordinator and Steering Committee will monitor them closely. Each partner has the responsibility to immediately report any IPR issue that arises and may affect the project objectives or its successful completion. Any serious risks and/or challenges that might arise will be discussed and resolved in consultation with the Project Officer to ensure that the original goals of the project are fulfilled.

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## 1. Introduction

Results from collaborative projects are often built on the combined knowledge of several partners, so they are jointly created and jointly owned; therefore, it is important for the partners to agree on appropriate and shared strategies for their management, protection, and exploitation. This document provides the SeaClear2.0 partners a guideline on the IPR terminology and how the partners will manage IPR within the project.

The European rules for Horizon Europe, the Grant Agreement (GA), and the Consortium Agreement (CA) form the basis for these guidelines and are legally binding rules and agreements. This deliverable presents an abstract of these rules in addition to the practical procedures.

General guidelines for dissemination will be presented in deliverable *D6.1 Communication, dissemination and stakeholder engagement strategy and plan* and *D6.3 Communication and dissemination activities*, both also due in month 6.

## 2. Legal Frameworks

The SeaClear2.0 IPR Strategy complies with the rules as defined in Grant Agreement (GA) and the conditions agreed by each Beneficiary in the Consortium Agreement (CA) including the general rules and recommendations defined for project within the Horizon Europe programme.

### 2.1 Grant Agreement

The Grant Agreement is the legal implementation of the project as agreed between the European Commission and the Beneficiaries.

*Article 16 — intellectual property rights (IPR) — background and results — access rights and rights of use* of the Grant Agreement presents the rules, interpretation of the rules, and regulation of IPR. IPR relevant key terms in this context are summarized below:

#### Definitions


**‘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.

**‘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.

The specific rules regarding IPR, results and background (if any) are set out in Annex 5.



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## 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.

## 2.2 Consortium Agreement

The Consortium Parties entered into a formal Consortium Agreement (CA) where roles, responsibilities, and mutual obligations are defined. The SeaClear2.0 CA is based on the DESCA model consortium agreement and contains specific rules and procedures regarding IP as follows:

- Ownership and joint ownership of Results
- Transfer of Results
- Obligations regarding dissemination Results
- Handling of Background IP
- Handling of Access Rights
- Additional arrangement regarding Intellectual Property Rights to be applied to the partners in compliance with the general arrangement in the Grant Agreement


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- The internal organization of the Consortium such as IP management, governance structure, and decision-making processes

### 2.3 Description of Action

As described in the SeaClear2.0 project plan paragraph 2.2 Measures to maximize impact – Dissemination, exploitation and communication, c) IPR strategy:

<p>The principles of IPR exploitation will comply with the <b>DESCA Model Consortium Agreement</b>.</p> <p><u>Foreground IPR:</u> All partners will own the new developed scientific and technological knowledge (results) including reports, systems, specifications and training material, according to their involvement in each output. <i>Exploitation rights</i> of specific results generated by the project have been foreseen for the interested commercial partners.</p> <p><u>Access to background – Expected IPR:</u> The background IPR will remain property of the originating organisation, but access will be granted where needed, for use by the participants during the project and generate the results.</p> <p>There is relevant background knowledge, regarding software, models, sensors and treatment technologies to be exploited in the project. Moreover: (i) any incorporation of proprietary technologies and know-how shall be evaluated and subjected to Consortium’s acceptance and (ii) within the scope of this project and for any subsequent demonstration activities, no license fees will be charged among partners.</p> <p>Our strategy for knowledge management and protection is based on the continuous evaluation of possibly patentable (or otherwise protectable) inventions, through procedures that are described in the <i>Project Handbook</i> (D1.1). The overall management of knowledge and IPR will be carried out in WP10 (T10.2). The project will prepare a <i>Market &amp; Competence Analysis</i> (D10.1) that will define market advantages in regard to similar service offers. D10.5 <i>Business plan and business model</i> will focus on the potential end-users incorporating the market analysis, the product and service definition and cost benefit analysis.</p>
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### 3. IPR management

The consortium should comply with the mandatory Open Science requirements of Horizon Europe, whilst safeguarding the rights of all partners to protect their IP to support the effective commercial exploitation of the project’s results. The IP issues which need to be addressed are different at each stage of the project. At the start it was agreed in the CA which existing knowledge is to be shared, and under what terms and conditions. As the project progresses and results are produced, the results need to be captured and assessed, before decisions can be made about ownership, management, and protection of IP. Towards the end of the project, when the expected results become available, planning the future exploitation route becomes even more important. It is expected that the main exploitable outputs will consist of a collection of results, each developed by the partners individually or jointly. These volumes of IP, their management and protection, may vary for different territories or fields of use.

All partners are strongly encouraged to share their knowledge in order to improve the quality of the SeaClear2.0 project and its results. Usually this sharing will be unproblematic, but in specific cases the knowledge may represent a significant value for the owning partner and in these cases, one needs to consider, amongst others, (i) IPR protection, (ii) IPR ownership and (iii) access to IPR.


Partners are advised to keep the GA and the CA at hand, especially concerning the IPR terms. These contain obligations towards each other and the European Commission regarding the partners’ Results and Background. Background knowledge of the project has been identified and recorded in the CA. During the project implementation new exploitable IP will be identified and recorded.

Following the CA, all intentions to present project results in the public domain (publication, presentation, article, interview, etc.) will be communicated within the consortium in advance of any submission to a publishing body or instrument.

The choice of the most suitable form of IP protection, as well as the duration and geographical coverage depends on the results at stake. Also, the business plans for exploitation and legitimate interests of partners should be considered. The standard forms of protection are:

- Patent
- Trademark
- Industrial design
- Copyright

Potential innovations will be inventoried by a *Potential innovation inventory form*, see Annex I. This form will be shared with all SeaClear2.0 partners via the shared Network Drive to enable identification, documentation, tracking, and protection of IPR derived from the project. Any potential innovation will be documented using this form. Please note that this form is intended as an inventory only and is a living document. There is no obligation to actually declare a potential innovation even if one has been listed in the form as not all potential innovations identified at start-up will be eligible for formal IPR protection in the end.

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Initially each Partner is requested to communicate potentially innovative results that may lead to protectable IPR and follow this up throughout the project. Although it is not mandatory to inform other partners about your IPR protection activities, it is considered good practice to consult with them before deciding whether to protect your own results or not – particularly if you are dealing with potentially joint IPR.


The project coordinator at TU Delft will act as the first point of contact with regard to queries about IPR, offering guidance regarding interpretations of the rules and regulations stated in the GA and CA. TU Delft will also maintain a register of potential innovations generated and report upon the progress of the IPR topics and any issues or concerns that may arise during the GA meetings. Any specific knowledge needed by a partner regarding, amongst others, the GA, the CA, and IPR must be ascertained by the partner itself. Any conflicts that cannot be resolved by the consortium within the scope of the CA may have to be taken to external institutions for resolution.

## 4. Conclusion

In this document we describe the best practises and measures that have been planned by the SeaClear2.0 consortium for handling IP related issues in a systematic manner. Furthermore, if the need arises, the consortium will reach out to the legal teams of the SeaClear2.0 partners, the Project Officer, or the European IPR Helpdesk to get support. By monitoring the defined IPR procedures, we ensure that IPR is managed adequately and on time.

## 5. References

- 1) DESCA Model Consortium Agreement. <https://www.desca-agreement.eu/desca-model-consortium-agreement/>
- 2) Fact Sheet: How to manage IP in Horizon Europe. <https://intellectual-property-helpdesk.ec.europa.eu/system/files/2023-03/Your%20Guide%20to%20Intellectual%20Property%20Management%20in%20Horizon%20Europe.pdf>
- 3) European IP Helpdesk, Stay ahead of the innovation game. <https://horizoneuropencpportal.eu/sites/default/files/2022-05/european-ip-helpdesk-ip-in-eu-funded-projects.pdf>

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## Annex I | Potential innovation inventory form

<i>Potential innovation inventory form</i>	
Possibly patentable/protectable innovation	<i>Description of the inventions and its objectives</i>
Type of innovation	<input type="checkbox"/> Patent <input type="checkbox"/> Trademark <input type="checkbox"/> Registered Design <input type="checkbox"/> Utility Model <input type="checkbox"/> Prototype <input type="checkbox"/> Software <input type="checkbox"/> Test <input type="checkbox"/> Methodology <input type="checkbox"/> Algorithm <input type="checkbox"/> Other _____
State of the art	<i>Current state of the art, interrelation with background of other partners</i>
Unique selling points (USPs)	<i>What distinguishes this result from the competition?</i>
Owner & Other partners involved	<i>Full legal entity name of owning Partner. Is the result generated by multiple partners? In that case, which partners and who claims what?</i>
Exploitable product(s) or measure(s)	<i>How can this result be exploited?</i>
Sector(s) of exploitation	<i>In which sectors can this result be exploited? In which sectors do you want to exploit the results?</i>
Geographical coverage of exploitation	<i>Where are those sectors of exploitation located? In which of them are you interested in?</i>
Timetable, commercial or any other use	<i>When do you expect to put the result to (commercial) use?</i>
Economic size sector	<i>What is the value of the application sector(s)? What is your estimated market share on average?</i>
Target market	<i>Who are the potential customers?</i>
Competitors	<i>Who are the competitors? In what sector(s) are they? What is their market share?</i>
Expected impact	<i>Estimated figures for the short-, medium- and long-term exploitation of the result</i>
IPR Measurement	<i>Do you want to protect the result with IPR? What type(s) of IPR are you interested in? Which IPR protection do you prefer?</i>
Future actions	<i>What further steps have you planned in the short, medium, and long term?</i>
Filed for IPR registration/Patent	<input type="checkbox"/> Yes: Application Title: xxx Submission date: dd-mm-yyyy <input type="checkbox"/> No: Application Reference code: xxx
Confidential	<input type="checkbox"/> Yes <input type="checkbox"/> No