

Intellectual Property Rights (IPR) Policy

Version 4.2

10 MAY 2022

Dissemination Level:	PU
Owner	IPR Coordinator
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Doc Ref:	[IPR Policy]
Version:	4
Status	For approval
Approval	(The IPR Policy was voted with resolution number: GA(22)037 and unanimously approved with the GA decision number: GA27-D05 on the GA meeting on 13 June 2022 in Trieste
Scope	Applicable to GN5 Project

Document Revision History

Version	Date	Description of change	Person
V0.1	July 2019	First draft created: adding IP Commission as a body deciding on Commercialisation strategy	Magdalena Rzaca
V0.2	August 2019	Changes in IP Commission – version consulted with EXECs	Magdalena Rzaca
V0.3	September 2019	Added executive summary, IP Commission replaced by process around commercialisation and revision – version shared with ARAC	Magdalena Rzaca
V0.3.1	October 2019	Version revised taking into account ARAC comments regarding roles and responsibilities and commercialization (new version limited to IP Protection)	Magdalena Rzaca
V.03.1	February 2020	Definitions introduced in earlier part of the document (renaming Foreground IP to Results); Product Lifecycle Management process mapped with the compliance revision of OSS (point 7.1.3 & 12.1.5), adding guidelines regarding EU Emblem (point 13.1.5) and Software Compliance Process Chart as Annex 3, version shared during IPR Infoshare in 2020	Magdalena Rzaca, Gina Kramer, Alan Lewis
V. 03.2	February 2022	Revised version after reconsidering community feedback	Magdalena Rzaca
v.4.1	30 March 2022	Final version (v.4.1) of draft prepared: <ul style="list-style-type: none"> - Reference to new Framework Partnership Agreement was added as this policy shall constitute an IPR framework for the new project (GN-5) and will not be applied retrospectively. 	Magdalena Rzaca, Francesca Pegazzano

		<ul style="list-style-type: none"> - Reference to Authors and Moral Rights were deleted. - Reference to Software Compliance Process Chart was deleted. - Background IP shall be disclosed together with the signing of the Consortium Agreement. - IPR Register will be prepared on the basis of the information shared for funding reporting obligations and in IPR Register the IP that requires registering shall be registered. - Contains encouragement to use EUPL as OSS licence. <p>Detailed description of the changes (and Community comments) is listed in the separate document – Draft IPR Policy for GÉANT Project – Summary of feedback</p>	
v.4.2		<p>Further changes introduced after the second round of community feedback. Changes included:</p> <ul style="list-style-type: none"> - Adding in the introduction clear recommendation to undertake effort for OSS Policy. - Adding reference to FAIR principles. - Adjusting trade secret definition to the Definition prescribed by the Directive 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure; - Adding Creative Commons Noncommercial as recommended licence for submissions; 	

		<ul style="list-style-type: none">- Deleting Annex 2 – Contributor Template Agreement from the text of the policy (will be published as a separate resource);- Adding other permissive OSS licences apart from EUPL;- Other changes that are visible in the separate document (IPR POLICY FINAL VERSION TRACK CHANGES MAY 2022).	
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Introduction

The joint forces of Europe's National Research and Education Networks (NRENs) and the GÉANT project (including GN1, GN2, GN3, GN3plus and GN4) have been a vital element in Europe's e-infrastructure strategy and innovation for more than 15 years. The GÉANT Project has consistently shown itself to be a truly pan-European collaboration for which proper intellectual property policy including Intellectual Property Rights (IPR) management is crucial. As the next iteration of the GÉANT Project – GN5-1 (the Project) – is due to start in January 2023, this provides a perfect opportunity to update its IPR Framework.

Lack of IPR management can lead to IPR infringement, which poses a strategic threat to current and future GÉANT projects and could seriously harm the reputation of both the projects and the project partners. The financial consequences of an infringement could also significantly impact GÉANT's operations as the Coordinating Partner of the Project. What is more, in the case of IP non-compliance any grants could also be reduced. These strategic, financial and reputational risks will be mitigated by providing an IPR framework that helps to preserve the trust of the community, which is critical for GÉANT's activities. This framework also ensures the proper identification and cataloguing of Open Source Software (OSS) licenses, which are widely used within the GÉANT Project. As the importance of OSS is growing and becoming more visible in the Project, in addition to this IPR Policy it is proposed that a dedicated, separate effort should be undertaken to draw up an OSS Policy covering IP and security aspects, which will provide greater detail and supplement the very minimal provisions relating to OSS included in this text.

This IPR Policy seeks to establish a framework for the Intellectual Property (IP) generated by the Project. It applies to all project participants of the GN5 Project and any other EC-funded GÉANT projects and provides practical and useful guidance in the area of IPR. Most importantly, this IPR Policy aims to establish a cooperation modus operandi and proper protection as well as fair use with regard to any IP created by GÉANT projects. This Policy also aims to apply FAIR (findability, accessibility, interoperability, and reusability) principles in the use of the Project IP.

This IPR Policy shall be binding from the moment of its approval by the General Assembly and as of the start of the GN5 Project (January 2023). It will not be applied retrospectively.

A biannual review process of this policy will be applied to ensure that any new IP-related risks are identified and mitigated.

1 Definitions

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

1.1 Intellectual Property (IP)

All outputs of creative endeavour or intellectual activity generated or used during the Project that may be capable of legal protection under relevant applicable national laws, or information that should be kept confidential due either to its nature or the way in which it was communicated. IP may include, without limitations:

- a. Literary works, including publications of research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b. Teaching and learning materials;
- c. Other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, typographical arrangements, multimedia works, photographs, drawings, and other works;
- d. Databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e. Patentable and non-patentable technical information, technical products and processes;
- f. Designs including layout designs (topographies) of integrated circuits;
- g. Trade secrets;
- h. Know-how, information and data associated with the above;
- i. Patentable and non-patentable inventions;
- j. Registered industrial designs or industrial designs that are capable of being registered;
- k. Registrable and unregistered trademarks used or intended to be used in relation to the Project IP; and
- l. Any other outputs of creative endeavour or intellectual activity not expressly included above.

1.2 Intellectual Property Rights (IPR)

The type of intellectual property rights that may be or are granted to any Intellectual Property such as patents, copyright, trademarks, design rights or any other relevant or related rights, including any applications for such purposes.

1.3 Background IP

Any Intellectual Property, including Intellectual Property Rights, that: (a) were held by the Partners before they entered into the Agreement and (b) are needed to implement the Project or exploit the Project IP.

1.4 Results/Deliverables/Project IP (formerly: Foreground IP)

Any Intellectual Property, including Intellectual Property Rights, that are generated and/or produced by or on behalf of the Partners during the Project.

1.5 Sideground IP

Any Intellectual Property, including Intellectual Property Rights used for or in connection with the Project or imported into the Project IP.

1.6 IP Protection

Any form of protecting IP that results in granting or recognising IPR.

1.7 IPR Coordinator

The role coordinating IP issues for the Project as per Section 2.3.1 of this IPR Policy appointed by the Coordinating Partner.

1.8 GÉANT

GÉANT Vereniging, an association registered with the Chamber of Commerce in Amsterdam, The Netherlands (registration number 40535155) and with registered office at Hoekenrode 3, 1102 BR, Amsterdam, The Netherlands.

1.9 The Coordinating Partner

GÉANT Vereniging (GÉANT).

1.10 IPR Policy

This IPR Policy.

1.11 Public Disclosure

The dissemination and/or disclosure of information relating to Results or of the Results to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an invention at a trade show; or the industrial application of an invention or any other dissemination and/or disclosure of the Results or making the Result available to external parties.

1.12 Public Domain.

The freely accessible public realm in which works that are not protected by IPR either because the rights have been forfeited or because the rights have expired or are not in force for any other reason, are thereby held by the public at large and available for all to use without permission from the author or copyright owner or are made available in the Public Domain with the intent or consent of the holder or owner of the IPR.

1.13 Copyright Attribution

The statement provided together with the Result/Deliverable, as per Section 9.1.2 of this IPR Policy.

1.14 Trade Secret

Information that (i) is a secret in a sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question, (ii) has commercial value because it is secret and (iii) for which reasonable steps under the circumstances have been taken, by the person lawfully in control of the information, to keep it secret, and that may include any type of financial, business, scientific, technical, economic and/or engineering information that may refer to, without limitation, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programmes or codes.

1.15 Project

GN5 and any other EC-funded project where GÉANT is the Coordinating Partner or a Partner.

1.16 Agreement

The GÉANT Framework Partnership Agreement for the Project–funded by the European Union's Horizon Europe research and innovation programme under Grant Agreement No. 101055563 (GN5).

1.17 Partners

The entities participating in the Project as Beneficiaries, Affiliated Entities and Associated Partners according to the meaning given to the term under the Agreement.

1.18 Participant

Any other legal or natural person or other entity engaged by the Partner to Participate in the Project or provide any services in relation to or connected to the Project or product necessary for the implementation of the Project.

1.19 Work Package Leader/Task Leader

Representative of a Partner leading a specific work package or task within the Project.

2 Context, Purposes and Principles

2.1 Context

- 2.1.1 Taking into account that in line with the Agreement for the Project, Partners shall take appropriate steps to ensure the establishment of a proper Intellectual Property (IP) management framework within the Project. This IPR Policy serves to fulfil this purpose. This policy applies to the management of any IP created within or used for the Project, including the Project IP, the Sideground IP and the Background IP.
- 2.1.2 The main aims of the Project are to accelerate research, drive innovation, enrich education, and bridge the digitalisation gap as well as to apply FAIR principles in the use of the Project IP wherever possible. Therefore, all the Partners involved in the Project are committed to ensuring that all IP generated by Project activities and the Project IP is used in support of the objectives set out in the Agreement, and in accordance with legal obligations, for the benefit of the Project, the Partners, the GÉANT community and, most importantly, society at large.
- 2.1.3 The Partners have agreed that **GÉANT** – where authorised by the General Assembly – will manage and exploit any Result/s, and/or any Project Deliverables, including any IPR attributed to such Project IP.

2.2 Purpose of the IPR Policy

- 2.2.1 The intent of this IPR Policy is to: (i) facilitate the widespread use of, through various modalities of access to, the Project's IP; (ii) mitigate strategic, financial and reputational risk related to IPR management; (iii) preserve the trust of the community, which is critical for the successful delivery of the current or any future Project; (iv) encourage and support cooperation between the Partners and wider Research & Education community and (v)

coordinate protection of the Project IP and to manage and exploit the Project IP and IPR granted to it.

- 2.2.2 This IPR Policy seeks to set the framework for the proper protection and management of Project IP. Due to the obligations arising from the Agreement, it also encourages the Partners to develop Project IP, identify Project IP with potential commercial value and determine an IP protection strategy for such Project IP. It also establishes clear rules and procedures for the management, Public Disclosure and exploitation of such Project IP.
- 2.2.3 This IPR Policy seeks to ensure legal protection, where applicable, and the effective management and exploitation of the Project's IP, as well as to introduce appropriate Open Source Software governance if Public Disclosure is required or agreed upon, while at the same time boosting research and innovation, and the Project's mission of serving the public interest.

2.3 Overall Principles

- 2.3.1 As a general rule, the Public Disclosure of any Project IP shall be made for the benefit of the Project, Partners, Participants, GÉANT community and society. For this purpose, Project IP that requires registration (e.g. trademark) shall be submitted to the IPR Coordinator and recorded in the IP Register, and, in case of any software IP, scanned with a Software Composition Analysis tool to ensure license compliance in accordance with this IPR Policy.
- 2.3.2 All Partners and Participants wish to allocate the IPR associated with the Deliverables/Results in a manner that advances the Project's mission and encourages innovation and future participation in other GÉANT activities.
- 2.3.3 During the Project, there may be a variety of Deliverables/Results created or developed – in electronic, paper or other form – which can constitute IP in line with the definition provided in Section 1.1 of this Policy. Those Deliverables/Results should be subject to intellectual property treatment that:
 - a. Encourages Participants to make the Project IP available to the Coordinating Partner, the Partners and members of the wider user community;
 - b. Encourages collaboration between the Partners and Participants and the wider community;
 - c. Ensures operational freedom for the GÉANT community;
 - d. Promotes innovation and cooperation;
 - e. Reflects the contributions of the community and its members in the creation or development of the Deliverables;
 - f. Encourages the broadest possible distribution and exploitation of technology incorporated in the Deliverables; and
 - g. Ensures rapid deployment of the technology.
- 2.3.4 These principles apply to Deliverables/Results resulting from the Project activity, including – but not limited to – activities using GÉANT personnel or information, and activities, projects and initiatives by and between GÉANT community members when such activities are described as Project activities. The principles apply to the extent allowed by law.
- 2.3.5 These principles are not applied to IP created outside of the Project, except with respect to Background IP and Sideground IP to the extent necessary for the exploitation of the Project

IP, or to community members who are merely using the GÉANT network and its associated communications resources but are not in any way connected to the Project.

3 Scope of the IPR Policy

- 3.1.1 This IPR Policy applies to all Project IP, including any Background IP and Sideground IP to the extent where they are necessary for the exploitation of the Project IP.
- 3.1.2 This IPR Policy applies to:
 - a. Partners (including GÉANT) – in activities connected to the Project only; and
 - b. Participants in activities connected to the Project and Project IP, as well as with respect to the Sideground IP only to the extent necessary for the exploitation of the Project IP.
- 3.1.3 This Policy constitutes an understanding that shall be binding for the Project's Partners and Participants once adopted by the General Assembly and published on the Project website.
- 3.1.4 This Policy shall be published on the Project's intranet and Project website and provided as part of the onboarding process to any Partner and/or Participant.
- 3.1.5 Additionally, this Policy may be used as a guideline for any other projects for which IPR rules are lacking.

4 Role of the IPR Coordinator

- 4.1.1 The IPR Coordinator is a role appointed by the GÉANT with the responsibility to oversee the IP management of the Project and the implementation of this IPR Policy and to support Partners as well as Participants with their IP-related questions.
- 4.1.2 The responsibilities of the IPR Coordinator shall include, but are not limited to:
 - a. Promoting IP awareness;
 - a. IP management;
 - b. Record-keeping of IP in IP Register; and
 - c. Producing a final report and deciding any remedial action related to Open Source Software (OSS).
- 4.1.3 The IPR Coordinator can be contacted at: IPRCoordinator@geant.org.
- 4.1.4 Whenever an IP issue arises, the IPR Coordinator shall be involved by any Partner and/or Participant and/or Task Leader and/or Work Package Leader and/or other relevant Participant at an early stage in the process of resolution of such issue, and the IPR Coordinator shall support the Partner and/or Participant in resolving the IP issue.
- 4.1.5 The IPR Coordinator – in agreement with the relevant Task Leader and/or Work Package Leader– is authorised to make decisions regarding IP audits of Project IP during and after the

lifecycle of the Project and will support the Task Leader and/or Work Package Leader—during such audits.

5 Authorisation of GÉANT

5.1 Ownership of Results and authorisation for their exploitation by GÉANT

- 5.1.1 Any Results generated during the Project shall belong to the Partner and/or Participant that created them. Where several Partners and/or Participants have jointly created the Results, and it is impossible to establish the respective contributions of each Partner or separate them for the purpose of applying for, obtaining or maintaining their protection, the Partners and/or Participants shall sign a joint ownership agreement.
- 5.1.2 The Partners must adequately protect the Project IP 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 other Partners and any other legitimate interest. For this purpose, the Partner/s shall inform the IPR Coordinator of any Project IP generated and/or created, and/or developed. The IPR Coordinator shall then appoint the IPR Committee in accordance with Section 9.1.1 hereof to decide whether the Project IP should be protected and under what terms. The Partners can decide to protect the Project IP regardless of the opinion of the IPR Committee. Partners and Participants should refrain from Public Disclosure regarding or in connection with the Project IP until the IPR Coordinator advises them otherwise as premature Public Disclosure may adversely affect the efforts of this IPR Policy.
- 5.1.3 Where GÉANT is authorised by the General Assembly to exploit the Project IP, the Partners shall transfer to GÉANT free of charge, non-exclusive, perpetual, irrevocable, worldwide rights to exploit the Project IP, including any Background and Sideground IP, and any IPR attached to the respective IP, with respect to which the conditions given in Section 9.1.2 hereof are fulfilled. Exploitation rights include the rights to use the respective IP in further research and innovation activities other than the Project in which the Project IP was developed, commercial exploitation, use of the Project IP for purpose of another Project, copying or other modification or use of the IP necessary for such further research and development. Exploitation rights shall also include the right of GÉANT to sublicense the project IP through multiple sublicences and/or other licensing arrangements and to release to third parties the Project IP including Public Disclosure in accordance with this IPR Policy.
- 5.1.4 Partners can grant licences to the Project IP to third parties provided that such licences do not affect compliance with their obligations under this IPR Policy and/or Agreement. Partners and/or GÉANT participating in the Project can object to such granting of a license if Partner and/or GÉANT considers that such license will contravene this IPR Policy, the Overall Principles as per point 2.3 of this Policy or other EU interests.
- 5.1.5 Where it is necessary to enter into an agreement in writing to transfer the rights in accordance with Section 5.1.3 hereof, the Partners shall undertake all actions necessary to execute any legal document in whatever form necessary to transfer exploitation rights in accordance with such provisions.

5.2 IP Generated by Participants

- 5.2.1 The Partners shall ensure that the agreement with the Participants is concluded in writing and that it includes express provision(s) enabling the implementation of Section 5.1.3. hereof and exploitation of the Sideground IP and Project IP generated by the Participants in accordance with this IPR Policy. Such agreements shall also include (i) a warranty that the Participants are

owners of or are authorised to use the Sideground IP for the purposes of the Project and to transfer the right to use such Sideground IP or the Project IP as prescribed by this IPR Policy, (ii) a provision that the use of the Sideground IP or the Project IP for the purpose of the Project or thereafter will not violate any third party's IPR, (iii) the obligation to indemnify the IPR Coordinator, Partners and/or any other Participant, and their personnel working on the Project against any claims by third parties in connection to such IP and/or IPR and (iv) any other provision necessary to transpose the provisions of this IPR Policy in relation to the Sideground IP or the Project IP generated by the Participant. Any reasonable costs incurred by the Partners in connection thereto shall be funded according to the appropriate Project funding rules, in particular Horizon Europe rules.

- 5.2.2 Each Partner shall comply with IP legislation applicable to it and have proper contracts in place covering ownership and/or transfer of the Sideground IP or the Project IP from the Participants engaged by it in accordance with the previous paragraph.
- 5.2.3 Participants working on Project IP may deal with certain confidential information of Partner/s and/or other Participant/s (i.e., Trade Secrets of the specific Partner/s and/or another Participant/s). In that event, the Participant and/or any natural or legal person or entity acting under the direction of the Participant shall be obligated to maintain the secrecy of such confidential information, which for the avoidance of any doubt shall also include any know-how.
- 5.2.4 Participants engaged in the Project should be aware that premature Public Disclosure of IP (especially inventions or trademarks) may result in the loss of IPR and/or adversely affect the efforts of this IPR Policy. Therefore, Participants should make all reasonable efforts to identify any IP generated and/or created and/or developed during the performance of the Project and inform the Partner/s thereof. Participants should also undertake in the agreement from Section 5.2.1 hereof the obligation to maintain the secrecy and confidentiality of the IP that became known to them or was developed by them during their participation in the Project, and shall not Publicly Disclose such IP without prior written consent of the Partner/s that are bound by this IPR Policy in granting such consent; Otherwise, the Participant/s shall compensate any damage suffered by the Partners and/or any other Participant due to such Public Disclosure.

6 Public Domain

- 6.1.1 The Project IP shall be released in the Public Domain in the following circumstances:
 - a. Where the Agreement provides that the Project results be released to the Public Domain; or
 - b. Where the Project used resources licensed through Open Source Software or Creative Commons Licences and the licensing conditions require the release of derivatives to the Public Domain – IPR Coordinator will support Partners/Participants.
- 6.1.2 Additionally, the Project IP will be released to the Public Domain under the following circumstances:
 - a. Where it is deemed by the Partner and verified with the IPR Coordinator to be in the public interest;
 - b. Where it is deemed by the IPR Committee that the Project IP has low commercial or other development potential and prospects of fostering the development of new products or services are low;

- c. Where deemed necessary by the Project in accordance with a resolution of the General Assembly.

7 IP Register

- 7.1.1 The IPR Coordinator maintains the IP Register, where any Background IP, any Results that require registration, and any Sideground IP, shall be recorded.
- 7.1.2 The IP Register is made available to all Task Leaders and Work Package Leaders to ensure proper registration of Project IP.
- 7.1.3 The IP Register shall be compiled in accordance with the Project's reporting obligations and shall include:
 - a. Identification of Work Package and Task;
 - b. Name of the Deliverable/ Service /Milestone in which the IP is used;
 - c. A description of the IP and reason of use;
 - d. The type of IPR: work of authorship protected by copyright (software, document, conference paper), trade secret, trademark, or patent;
 - e. The form of IP: Background IP, Results, or Sideground IP;
 - f. The IP's source: where the IP can be found (e.g. reference to conference paper, software repository etc.);
 - g. The IP's owner: depending on the form of IP, for Background IP and/or Sideground IP– the full legal name of the Partner/s and/or Participant/s shall be provided;
 - h. The authors' names (where applicable for the protection of moral rights); and
 - i. Associated licences and any combination with other works (in the case of software: licences applicable to other code),
 - j. Any license granted over the Project IP, data of the licensee and a brief description of the scope, term and territorial validity of the license.
- 7.1.4 Task Leaders and Work Package Leaders shall notify without delay any Project IP (Background IP, Results and Sideground IP) that is suitable for protection under IPR and/or capable of being exploited to the IPR Coordinator, who will record it in the IPR Coordinator.

8 Background IP, Results, Sideground IP and their Registration in the IP Register

- 8.1.1 Should any of the Partners use any Background IP and/or Sideground IP for any Deliverable/Result, such Background IP/Sideground IP shall be registered in the IP Register.
- 8.1.2 Every Deliverable/Result that requires registration for the purposes of IP protection and/or fulfils the conditions set out in Section 9.1.1 hereof shall be registered in the IP Register.
- 8.1.3 The registration of Background IP shall be made at the time of signing of the Consortium Agreement; the template provided in Annex 1 can be used for this purpose
- 8.1.4 The registration of Results or Sideground IP shall be made by the IPR Coordinator on the basis of the information used for the Project's reporting obligations or received in accordance with Section 5.1.2 hereof and with help of the relevant Task Leader and/or Work Package Leader

where needed, at any time during the Project but no later than the time the Project Lifecycle Management's (PLM's) Product Lifecycle Review's final Production Transition Gate review takes place for those Results or Sideground IP which fall under the PLM or at the time when the Results or Sideground IP are notified to the IPR Coordinator.

9 IP Protection

9.1 Determination of IP Protection

- 9.1.1 The IPR Coordinator, together with the Oversight Committee and the relevant Partner, will appoint an IPR Committee, where required to provide a Partner with support in evaluating the possibility of protecting the Project IP that resulted from specific actions taken by a specific Partner during the Project following the receipt of the notice in accordance with Section 5.1.2 hereof.
- 9.1.2 In line with the Agreement, in the case mentioned in the previous point, GÉANT will support a Partner if adequate protection of the results for an appropriate period and with appropriate territorial coverage, is needed, where following the evaluation of the IPR Committee:
- The results can be reasonably expected to be commercially or industrially exploited; and
 - Protecting the results is possible, reasonable and justified (given the circumstances).
- 9.1.3 The decision to protect or commercially exploit the IP may include:
- License, either exclusive or non-exclusive, and variations thereof;
 - Non-profit use or donation;
 - Joint ventures;
 - Royalty-free access; or
 - Other.
- 9.1.4 Any Partner and Participant can contact the IPR Coordinator regarding questions related to IP protection of the Project IP.

9.2 Decision not to Protect

- 9.2.1 Where a Partner decides not to protect specific Results or that the Results are not capable of being exploited and/or protected, it shall notify the IPR Coordinator as it may be necessary to notify the European Commission of the fact. If the IPR Coordinator is of the opinion that the conditions prescribed under Section 9.1.2 hereof are fulfilled with respect to such Results, it shall inform the Partner and IPR Committee thereof and the provisions in Section 9.1 shall apply accordingly. If the IPR Committee confirms that the Results should be protected, the Partner shall undertake all actions necessary for adequate protection of the Results.

10 Known Infringement

- 10.1.1 Before beginning any activity/task within the Project, Participants and/or the Partners must disclose to the IPR Coordinator any potential infringements they are aware of or suspect relating to Sideground IP or IPR attached to Sideground IP that may result from such activities/tasks. This obligation is ongoing, and disclosures should contain information about any possible infringements or any threatened or received claim of such infringements. Disclosures shall be made without delay upon becoming aware of any such potential or claimed infringements. Depending on the circumstances, upon Participants raising concerns

with the IPR Coordinator, this obligation may include performing IPR searches with regard to patents, trademarks or copyrights.

- 10.1.2 Any disclosure of IP infringement must be reported to the IPR Coordinator no later than at the time of the Product Lifecycle Management process (PLM) final Production Transition Gate review – for IP that is under PLM.

11 Diligence and Disclaimer

- 11.1.1 The creation of any IP during the Project shall be in line with best IP practice and Participants and/or Partner/s creating any IP during the Project shall do so with proper diligence to avoid any infringements.
- 11.1.2 For the purpose mentioned above, additional IP training relating to IP best practices and aspects connected with this Policy will be provided by the IPR Coordinator to the Participants and/or Partner/s where necessary.
- 11.1.3 GÉANT as the Coordinating Partner does not in any way guarantee that (i) the Project IP is free from any third-party rights, (ii) that all licences and other rights necessary for proper exploitation and use of the Project IP have been obtained by the Partner/s and/or Participant/s and by extension that any sublicences given by GÉANT are valid and in effect to the extent necessary to grant a sublicense to third-parties, (iii) that any such sublicences will never be challenged or that there are no facts that may give rise to a challenge of a sublicense granted by GÉANT; (iv) that the IPR attached to the Project IP, or to the Sideground IP or Background IP are fully vested in the Partner/s, or (v) that the Project IP and a sublicense granted by the Coordinating Partner are validly registered, in effect, enforceable or that there are no third-party claims or opposition from third-parties to the use of the Project IP and/or the IPR attached to them under licences or sublicences granted in accordance with Section 5.1.3 hereof.
- 11.1.4 GÉANT as the Coordinating Partner shall not be liable under any circumstances for any claim in connection to the Project IP, Sideground IP, Background IP or licence or sublicense granted in accordance with Section 5.1.3 hereof or for any damage arising in connection therewith. The Partners and/or Participants shall indemnify and hold harmless GÉANT against any claims of the authors and/or owners of the Sideground IP, the Background IP or the Project IP with respect to the exploitation thereof under licence or sublicense granted in accordance with Section 5.1.3 hereof or in connection thereto and any costs and expenses (including the fees of lawyers and other consultants) incurred in relation thereto. The Partners and/or Participants shall, whenever possible, participate in the proceedings as an intervenor or shall accede to the proceedings as the respondent instead of GÉANT.

12 Submissions

- 12.1.1 Submissions of Deliverables/Results to public events (conferences), journals, standard bodies or other fora outside the Project or any other Public Disclosure of the Project IP shall be made

in a diligent manner not to infringe any IPR attached to the Project IP or that of third parties and subject to the relevant Task Leader and Work Package Leader being informed.

- 12.1.2 Such submissions shall include information about funding as highlighted in Section 14.1.3 of this IPR Policy, as well as the necessary acknowledgements of the authors and IPR owners in accordance with applicable law.
- 12.1.3 When a Partner activity involves participation in a standards body or industry association that applies IPR rules that conflict with this Policy, the IPR rules of that organisation shall take precedence over this IPR Policy.
- 12.1.4 Where necessary, the Task Leaders, Work Package Leaders, Partners and/or Participants making a submission should contact the IPR Coordinator for any questions relating to IP and the Public Disclosure thereof, especially in situations prescribed by Section 5.1.2 hereof.
- 12.1.5 For submissions, the Creative Commons Non-Commercial Licence is recommended and copyright and funding information as at point 14 of this Policy should be provided.

13 Open Source Software and other IP Material

- 13.1.1 The Partners encourage the use of Open Source Software (OSS) within the Project by default to enhance global cooperation and improvements. Task Leaders, Work Package Leaders, as well as Participants and Partners, are encouraged to contact the IPR Coordinator as early as possible to establish which OSS license will be best suited to the software generated during the Project and its aims.
- 13.1.2 Any OSS created within the Project shall be released under the appropriate license. The use of the European Union Public License (EUPL), or permissive licenses such as MIT, or BSD is encouraged for OSS, where possible.
- 13.1.3 Before any OSS created during the Project is subjected to Public Disclosure, it should be submitted for a review including license compliance analysis and an additional vulnerability test performed with the Software Composition Analysis (SCA) tool. Following the review, the IPR Coordinator will prepare a report – consulting with external legal consultants where necessary – in order to determine if any remediation is required to mitigate any legal risks connected to the OSS. The report together with any remedial steps will be presented to the Task Leader and/or Work Package Leader for implementation together with a schedule for performing another vulnerability scan of the OSS within a specified period. Should it not be possible to implement any of the proposed remedial steps, the Task Leader and/ or Work Package Leader shall inform the IPR Coordinator of this without undue delay. The Task Leader, Work Package Leaders, Partners and/or Participants shall cooperate with the IPR Coordinator

during this review. The final review report will constitute a mandatory element of the Product Lifecycle Review's final Production Transition Gate review.

- 13.1.4 Each OSS used in the Project shall be reflected in the IP Register and the OSS shall be subjected to revision as per Section 13.1.3 of this IPR Policy.
- 13.1.5 Other work (other than software) created during the Project shall be released under the relevant Creative Commons license and shall be prepared with diligence to avoid any infringement of the IPR of the Project IP or that of third parties.

14 IP Attribution and Information about Funding

- 14.1.1 To any form of IP in which Project IP is generated, contained or delivered a standardised IP attribution shall be affixed in line with the text provided in Section 14.1.3 of this IPR Policy – in accordance with the transfer of rights regulated under Section 5.1.3 hereof.
- 14.1.2 Where it is not possible for GÉANT as the Coordinating Partner to acquire or retain the rights in accordance with Section 5.1.3 hereof to the Project IP and/or the IPR attached thereto, or there is a need to transfer the ownership thereof to third parties, this shall be addressed in accordance with the resolution of the General Assembly.
- 14.1.3 Any Result/Deliverable shall be accompanied by the relevant IPR attribution and information regarding funding as follows:

“Project IP was generated and/or developed during the GÉANT GN5 Project, a project that has received funding from the Horizon Europe research and innovation programme under Grant Agreement No. 101055563 (GN5)”

“ The Partner that developed the Project IP remains the sole owner of the Project IP developed during the Project. However, GÉANT Vereniging (Association) – registered with the Chamber of Commerce in Amsterdam with registration number 40535155 and operates in the UK as a branch of GÉANT Vereniging (Association), registered office: Hoekenrode 3, 1102BR Amsterdam, The Netherlands, UK branch address: City House, 126-130 Hills Road, Cambridge CB2 1PQ, UK – has free of charge, non-exclusive, perpetual, irrevocable, worldwide right to exploit the Project IP, including any Background and Sideground IP, and any IPR attached to the respective IP, and including the right to sublicense the project IP through multiple levels of sublicences and/or other licensing arrangements and to release to third parties the Project IP including Public Disclosure in accordance with this IPR Policy”.

c. EU Emblem:

The EU emblem shall be added to any information about funding whenever feasible in line with the following guidelines:

- i. The minimum height of the EU emblem shall be 1 cm.
- ii. The name of the European Union shall always be used in conjunction with the name of the programme or fund and it shall be spelt out in full.
- iii. The typeface to be used in conjunction with the EU emblem can be any of the following: Arial, Calibri, Garamond, Trebuchet, Tahoma or Verdana. Italic and underlined variations and the use of font effects are not allowed.

- iv. The positioning of the text in relation to the EU emblem is not prescribed but the text should not interfere with the emblem in any way.
- v. The font size used should be proportionate to the size of the emblem. The colour of the font should be reflex blue (the same blue colour as the EU flag), black or white, depending on the background.
- vi. Together with the EU emblem there shall be provided information about the funding.



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15 Dispute

- 15.1.1 Any breach of the provisions of this IPR Policy or any suspected breach of IPR or IP shall be reported to the IPR Coordinator.
- 15.1.2 In the case of the above, the IPR Coordinator will notify the Oversight Committee and the case will be submitted for external legal advice.

16 Dispute Resolution.

- 16.1.1 Any internal disputes or questions of interpretation arising in relation to this IPR Policy must be in the first instance referred to the IPR Coordinator for consideration and mediation by the Project Oversight Committee with the help of the IPR Committee.
- 16.1.2 Where a matter cannot be resolved by applying the procedure described in Section 16.1.1 of this IPR Policy within two months, only then the dispute or question of interpretation shall be referred to the General Assembly for resolution.

17 Revision

- 17.1.1 This Policy shall be revised bi-annually by the IPR Coordinator. The results of the review shall be presented to the Project Management Board and the General Assembly. Any changes to this Policy shall be approved by the General Assembly.

Annex 1 Background IP Declaration

In line with the Agreement, Partners are obliged to declare any Background IP, which is defined as “data, know-how or information that is needed to implement the action or exploit the results”. The Background IP must be identified by the Project Partners and agreed upon in writing.

This is the purpose of this declaration.

In accordance with this Background IP Declaration:

..... (name of the Partner with registration details) is providing

..... (name of the Background IP as detailed below, hereinafter) as Background IP for the GÉANT project GN4-3 on the following conditions (specify any limitations if applicable).

Background IP Description	Limitations and / or conditions for implementation	Specific limitations and / or conditions for exploitation
(Name, type of IP, purpose, where it is stored / how it can be accessed)	Not applicable	Not applicable

On behalf of (name of the Partner)

(name and surname of the person authorised to represent the Partner)

(signature and date)