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Executive Summary

The Communication, Dissemination and Exploitation Plan (CDEP) of the GANANA Project is designed to guide the implementation of the project's outreach activities and to raise awareness of its goals and achievements among key stakeholders and the broader public. Additionally, it aims to foster long-lasting collaboration between the European and Indian project partners and establish the project legacy.

The CDEP defines a strategic framework for external communication, focusing on building relationships beyond the project consortium and ensuring visibility of the project's outcomes, key pillars, and major events. These include the innovative Mobility Program, designed to foster knowledge exchange, expertise sharing, and capacity building between the two consortia. Additionally, the strategy highlights the importance of key events such as workshops and high-level symposia, which serve as important meeting points for sharing progress and strengthening collaboration throughout the project's lifetime.

Furthermore, the strategy emphasizes the importance of continuous monitoring mechanisms to assess the effectiveness and impact of dissemination and communication efforts. These mechanisms will help identify areas for improvement and guide strategic adjustments, ensuring that communication activities remain aligned with the project's evolving needs and priorities.

Acronyms and Abbreviations

Consortium Agreement	CA
Communication, Dissemination, and Exploitation	CDE
Communication, Dissemination, and Exploitation Plan	CDEP
Deliverable	D
Executive Board	EB
European Centres of Excellence	EU CoEs
European High-Performance Computing Joint Undertaking	EuroHPC JU
European Union	EU



Exchange and Mobility Program	EMP
Grant Agreement	GA
General Data Protection Regulation	GDPR
High Performance Computing	HPC
Key Performance Indicator	KPI
Milestone	MS
Month	M
National Competence Centers	NCC
National Supercomputing Mission	NSM
Project Management Board	PMB
Work Package	WP



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1 Introduction

High Performance Computing (HPC) is essential for innovation and development in all sectors of science, engineering, and technology. HPC can aid in the analysis of vast datasets from biological networks to geophysical hazards. This computational power can simulate and predict natural disasters, accelerate drug discovery, and provide more accurate and timely weather forecasts. Europe is a leader in HPC development, with initiatives such as the European High-Performance Computing Joint Undertaking (EuroHPC JU) and the European Centres of Excellence (CoE), which have helped establish a world-class HPC infrastructure. Within GANANA, EU CoEs involved are BioExcel, ChEESE and ESiWACE. These advanced systems are continuously being deployed across Europe, boosting the total capacity well above exascale capabilities. India is also making significant efforts, with the National Supercomputing Mission (NSM) as one of the notable initiatives, aiming at strengthening the country's computational capacities. The supercomputing platforms at the core of the project are LUMI, located in Finland, Leonardo in Italy, MareNostrum in Spain and AIRAWAT in India.

Global challenges need cross-border solutions and collaboration. Collaboration between Europe and India in HPC is essential for addressing some of the most pressing societal challenges and advancing scientific knowledge.

The GANANA Project, Europe-India Partnership for Scientific High-Performance Computing, aims to pioneer one of the first concerted efforts of scientific HPC between the European Union (EU) and India. GANANA aims to generate meaningful impact across scientific research, societal resilience, and technological innovation. It promotes cost-effective HPC use while helping reduce the economic impact of natural disasters. This EU-India partnership focuses on three domains where HPC is crucial: life sciences especially in the field of genomics and drug discovery, geophysical hazard prediction and weather & climate modelling. HPC is foundational to enable global scientific advancement and preparedness. By advancing research in these areas, the project supports progress in pharmaceuticals, risk prediction, and natural disaster preparedness. It also invests in training the next generation of European and Indian experts, strengthening long-term societal resilience. Supported by enhanced codes, automation systems, and innovative workflow solutions, GANANA delivers world-class HPC software for modern systems – powering and improving models for advanced simulation and analysis.

GANANA will act as a catalyst for collaboration by bringing together leading scientists, technologists, software developers, and stakeholders from both the EU and India. Beyond facilitating the sharing of infrastructure, it will also promote the exchange of expertise and knowledge. A key objective is to engage and prepare the next generation of experts



across various fields, equipping them with the skills and competencies needed to effectively use advanced resources and enhance the productivity of researchers.

1.1 Key Messages

According to the main objectives of the GANANA Project, key messages tailored to the specific group of stakeholders have been identified. The messages will be enhanced throughout the duration of the project and will be the backbone of the Communication, Dissemination, and Exploitation Plan (CDEP) and its activities.

Scientific collaboration, expertise exchange and resources sharing are key to enhance global HPC efforts and to support development goals

Facilitate a scientific exchange between Europe and India to promote knowledge sharing, capacity building and cross-country collaboration. The Exchange and Mobility Program (see section 6) highlights this message. Through this exchange program, project members will have the opportunity to build collaboration and expertise exchange.

Leading software for scientific computing

Advance the state-of-the-art in performance and capabilities of leading software packages in the key strategic areas of Life Sciences, Geophysical Hazards and Weather/Climate prediction. The software solutions will enable researchers to address the complex scientific problems and grand challenges more efficiently and effectively.

Broader Community engagement

Expand the outreach, broaden the participation of external collaborators and develop a framework for wider community engagement and cooperation. The need for such engagement is based on the recognition that complex scientific challenges require interdisciplinary collaboration and collective action.

Building a long-term partnership

The final objective of the project is to develop a long-term roadmap for sustainable cooperation between the EU and India because it is critical to ensure that our initial collaborative efforts continue beyond the duration of the project. Through the long-term sustainability roadmap, we will aim to institutionalise the partnership between the EU and India. Successful implementation of the roadmap will ensure broadening of the scope beyond the initial strategic domains and increase the scale of scientific and technology innovation in both regions. A breakdown of the roadmap can be found in section 6.



2 Definitions and Aims of CDE

2.1 Communication

The purpose of communication activities is to reach out to society, increase project visibility and demonstrate how the project advancements can contribute to HPC developments in Europe and India. Communication activities will aim to promote the project and build awareness of the activities and developments from the beginning to the end of the GANANA Project. Effective communication initiatives can potentially build two-way dialogue between stakeholders and the project and ensures that project goals, activities, and outcomes are clearly communicated and understood, leading to increased awareness, participation and impact. Therefore, communication activities will be a cross-project objective, where tasks included in Work Package (WP) 1 drive many of the outputs from different WPs.

It is important that carefully curated key messages are communicated using appropriate language that is inclusive of all target audiences. Various and diverse target audiences have been identified, including **HPC resource providers, academic researchers, government agencies, citizens, and policymakers**. A number of communication tools and channels will be employed to inform these audiences, including the project website, social media channels, press releases, communication material, and news articles, among others. A more detailed description of communication activities can be found in section 4 of the present document. Communication activities will be regularly monitored and evaluated to assess their impact.

2.2 Dissemination

The purpose of dissemination activities is to share the results of the GANANA Project, maximizing the impact and value of project outcomes and results by promoting the circulation of knowledge and outcomes to the different target audiences, As well as promoting the project value to groups outside the main project scope. Dissemination initiatives can also build a dialogue with project stakeholders and target audiences. Both communication and dissemination activities will be targeted to specific audiences with tailored messages and tools. All activities will be tailored to the specific audiences, with the language and level of technical details appropriate for the target audience. The majority of dissemination activities will be carried out once project results have been generated.

Project findings will be synthesised and shared to maximise the impact of GANANA, ensuring they are easily accessible and available to all audiences and stakeholders. These results will be made available to the public and shared regularly through project reports and technical documentation that will be made available on the project website, along with publications in the scientific literature and conference proceedings.



Publications, data and software will also be made available according to the EU open access policy:

- **Open access to peer-reviewed scientific publications:** Open access will be granted to all scientific publications results from GANANA with a combination of golden and green open access¹.
- **Open access to data:** It is expected that most of the data produced by the project are publicly available. The output data generated by the project will also be made freely available (e.g. on the Zenodo online repository).

2.3 Exploitation

Exploitation involves maximizing the impact and value of project outcomes and results by translating research findings into tangible benefits for stakeholders and society. Exploitation initiatives aim to establish the legacy and long-term impacts of the results that are generated throughout the GANANA Project. These exploitation activities will strive for facilitating the external uptake of data and scientific advancements, while ensuring the project's legacy. These activities will begin later in the project, as findings become available. The overarching aim is that exploitation activities will cascade and lead to GANANA research and collaborations informing academia, government, industry, and organisations on scientific computing. More details on the exploitation activities of the GANANA Project can be found in section 8 of this document.

3 The GANANA CDEP Strategy

3.1 Communication Importance

The international nature of the GANANA Project demands effective communication and dissemination to successfully reach and engage project participants and stakeholders for the duration of the project's lifetime. It is essential to create a solid and coherent strategy for communication, dissemination, and exploitation that leverages on all the project's partners' channels, networks, and capabilities. Overall, effective communication will support GANANA in achieving its objectives and will create reputable cycles of knowledge and information sharing that will last throughout the project and continue as a legacy after its duration.

Many of the objectives of the GANANA Project focus on communication and dissemination. Thus, to achieve these objectives, communication and dissemination

¹ Gold Open Access refers to making the article freely available directly on the publisher's website, usually upon payment of an article processing charge (APC). Green Open Access refers to self-archiving a version of the article in an institutional or subject repository, sometimes after an embargo period set by the publisher.



initiatives aim to reach a wide range of stakeholders and translate findings into useful and shareable information. A communication, dissemination, and exploitation (CDE) strategy will be implemented to successfully facilitate GANANA to support scientific HPC in both regions of Europe and India.

3.2 Purpose and Objectives of the CDEP

The vision of the GANANA CDEP strategy is to maximise the project's impact by enhancing mutual knowledge exchange between Europe and India and by strengthening the role of citizens, researchers, and institutions in understanding, communicating, and applying scientific evidence to tackle global challenges.

GANANA seeks to build bridges between science, policy, and society across continents, promoting an open and collaborative environment where reliable knowledge is accessible, trusted, and effectively used to inform decision-making—particularly in the areas of climate resilience, public health, and digital transformation. The strategy supports:

- Clear and strategic communication of GANANA's goals, methods, and activities to raise awareness and foster engagement with its key themes;
- Cross-sectoral and transnational collaboration, connecting researchers, institutions, civil society, and media actors from both Europe and India;
- Broad, inclusive dissemination of knowledge, tools, and outputs generated by the project to ensure lasting and meaningful impact.

CDEP plays a crucial role in maximizing the overall effectiveness of the GANANA Project. All of the partners contribute to activities that have the following objectives:

- Enhance the visibility of the project.
- Disseminate project outcomes and results.
- Increase awareness of HPC systems in Europe and India.
- Facilitate the engagement of stakeholders and project users.
- Build synergies with other projects and initiatives for knowledge sharing and collaboration.

To achieve communication, dissemination and exploitation actions that effectively meet the project objectives, the GANANA Project will utilize various communication channels and tools, including activities, platforms, events, and instruments to reach diverse audiences in a variety of contexts.

3.3 Plan Strategy

The CDEP lists the target audiences, key messages, CDE tools and channels, action plan, and social media strategy for the GANANA Project. All activities will be monitored through



Key Performance Indicators (KPIs), followed-up and updated to maximize their impact. This will be reflected in impact evaluations and updated versions of the CDEP that will be reported during the project. A final evaluation and a communication plan for the project legacy will be provided by the end of the project.

The CDEP will be updated twice throughout the project duration (D1.5, M12 and D1.6, M24) with the objective of ensuring maximum diffusion, visibility and actionability of the project's activities and results. The CDEP will lay out all communication activities foreseen for the uptake of GANANA's outputs, including the creation of a dedicated website, use of social media, newsletter, and press releases. The execution of this strategy will facilitate the best use and uptake of the outcomes and research insights generated throughout GANANA's lifetime, reinforcing the impacts targeted in the work plan. The CDEP will outline and describe the measures and channels that will be used to build effective awareness of the project outcomes and results, creating understanding and aiming for action among the target audiences identified.

4 Target Audiences

Communication and dissemination activities and materials will be crucial for supporting the GANANA Project in community engagement and reaching target audiences that are still not using or are aware of HPC.

The main target audiences for the communication and dissemination activities are identified below:

1. **Project partners of GANANA and the Indian project partners:** to ensure effective internal communication and coordination efforts are established and maintained.
2. **Scientific community** (including both European and Indian academia): to improve software applications, models, generated data and use cases.
3. **HPC and other computer resource providers:** to achieve efficient utilisation of their systems.
4. **Industry** (specifically the healthcare sector): to increase the expertise of the upskilled workforce coming from the expertise exchange and mobility program.
5. **Government agencies and non-profit organizations:** to enhance models and data for more accurate prediction and preparedness.
6. **Representatives of the funding institutions:** to maintain a communication flow that comprises deliverables, milestones, and key project events.
7. **Policymakers** (at the international and national levels): to achieve and improve upon sustainable long-term partnerships.
8. **Citizens:** to raise awareness about HPC, inform about the benefits and value, and promote dialogue between science and society, as well as build a virtual community around the project.



Figure 1 GANANA Project target groups

Some of the target audiences are already part of the wider scientific computing community, in which case the purpose of the activities is to communicate the project outcomes, and foster discussion for reaching consensus and identifying aspects where further research is needed. Other target groups and communities are not familiar with the HPC field, and thus the dissemination and communication activities aim to raise awareness, encourage dialogue and promote engagement of these services beyond the HPC community.

Tips to communicate GANANA project in an effective manner

Utilise GANANA branding and communications toolkit	When representing GANANA at events or activities funded by the project, use the project logo, colour scheme, and graphic style provided in the Communication Toolkit. When is possible, use the visual materials developed in the project (flyer, poster, roll-up banner, etc.). This ensures consistency and reinforces project identity.
Feature GANANA on your organisation's website	Add a dedicated page and/or blog posts about GANANA to your organisation's website, summarising the project's objectives, benefits, and your organisation's role. Include a link to



	GANANA website for more information and encourage visitors to explore further.
Promote GANANA through social media	Share news, updates, and milestones about GANANA on your organisation's social media channels. Focus on highlighting your organisation's contributions and involvement in the project. Do not forget to tag GANANA's official accounts and use relevant hashtags to increase visibility.
Spread awareness within your organisation	Do not assume that everyone in your organisation knows about GANANA (especially if your organisation is large). Take the initiative to inform colleagues and work partners about GANANA and your organisation's involvement. Consider organising short presentations or informal discussion to share project updates and foster internal engagement.

Table 1 Tips to communicate GANANA project

5 Communication and Dissemination Tools and Channels

In addition to more traditional dissemination activities, the targeted audiences will also be engaged through digital communication activities by using tools and environments that are aimed at informing and involving the academic audiences such as social media, the dissemination of a project newsletter, and the publication of articles and interviews in digital magazines.

All these activities aim to increase the visibility of GANANA and its contribution within the Life Sciences, Geophysical Hazards, and Weather&Climate sectors. GANANA's website will be developed with a user-centred design approach, ensuring accessibility and intuitive navigation. It will include clear thematic sections (e.g., project objectives, news and events, resources, media gallery). This structure will allow different audiences – from the general public to researchers and policymakers – to easily locate the products most relevant to their interests. It will contain the reports, scientific publications, as well as links to all data and software that will be created during the project. It will have a recognizable, coherent, and meaningful identity in line with the visual identity of the project and through the project logo that will be used throughout the project's lifetime and beyond. The website will be the primary repository for project's outputs and communications (documents, synthesis reports, presentations, research deliverables (D) and milestones (MS)).



Social media channels such as LinkedIn and YouTube will be used extensively, tapping into the wide existing communities and channels of all partners, and in close coordination with their communication officers. More traditional media, such as newspapers, magazines will be used to reach the wider public and opinion leaders. GANANA can make use of its broad international range of participating institutions to raise the interest of international newsmakers. Press releases will be used to communicate key project results to journalists with a special focus on European and Indian media, leveraging on the contacts of the partner Indian project. To amplify the uptake of project results and enhance its networking opportunities, a series of online and offline promotional materials will also be prepared to be used at conferences, workshops and events and to be showcased in the project digital outlets.

5.1 Visual Identity and Logo

The logo and visual identity of the project are part of the larger Milestone (MS) 1.3 on the brand establishment of the GANANA project, which has been reported submitted in July 2025. GANANA is an old Sanskrit word that means “counting”.

The visual identity of the GANANA Project will reflect the project’s core values, international scope, and scientific focus. It will serve as the foundation for all subsequent project dissemination tools and materials.

For the project logo, the process began with the conceptualisation and design of the project logo, which can be seen in Fig. 2. The logo represents the cornerstone of a broader and coherent project brand identity system. It consists of three interconnected hexagons, referencing both networking and digital connections. It also features two distinctive elements: the tilted final “A” and the axial symmetry of the logo, which adds a touch of three-dimensionality. While the shapes are not actual cubes, they create an optical illusion that suggests depth.



Figure 2 Logo of the GANANA Project

The logo is basic in colour, using blue, green and orange, in order to be used for common applications, as well as for small formats and institutional uses, sponsors, endorsements, stamps, etc. The trademark can be used as a decorative or graphic element, even in



transparency, and can be used with all three primary colours or in a monochromatic scheme. The colours chosen refer to the flags of the EU and India and correspond to the reference sectors of Geo hazards (green), Weather and Climate (blue), and Life Sciences (orange). The font used for the logo is “Codec Cold Trial” and is a geometric sans serif type system. In Codec Cold, terminals are always cut parallel or perpendicular to the baseline, emphasizing geometry and giving the typeface a more constructed look.

5.2 Website

The website is the primary asset for promoting the project activities and results to all target audiences, providing comprehensive information about its objectives, the consortium, the EU funding contribution, events, and multimedia contents, and pointing at the references to resources. It will contain the reports, scientific publications, as well as links to all data and software that will be created during the project. Interested users can subscribe to the project newsletter on the website to get regular updates on project results, events, and activities. The website has a recognizable, coherent, and meaningful identity, also through the design of the above-mentioned project logo that will be used throughout the project’s lifetime and beyond and will be the primary repository for project’s outputs and communications (documents, synthesis reports, presentations, research deliverables and milestones). The website will also host news, updates, and events, and will evolve throughout the project to reflect its progress and results.

Homepage: Below is a screenshot of the website homepage (<https://ganana.eu/>) (Fig. 3). The website homepage showcases the aims and importance of the project, as well as highlights the specific areas of research (weather and climate, geohazards, and life sciences), news and events, and consortium and contact information. The navigation menu at the top of the page gives users access to all the sections of the site. As users scroll down, they can see the different focuses of the project and can explore each of these areas further. The homepage ends with a section dedicated to highlighting the latest project news and calls to join the GANANA Project newsletter.

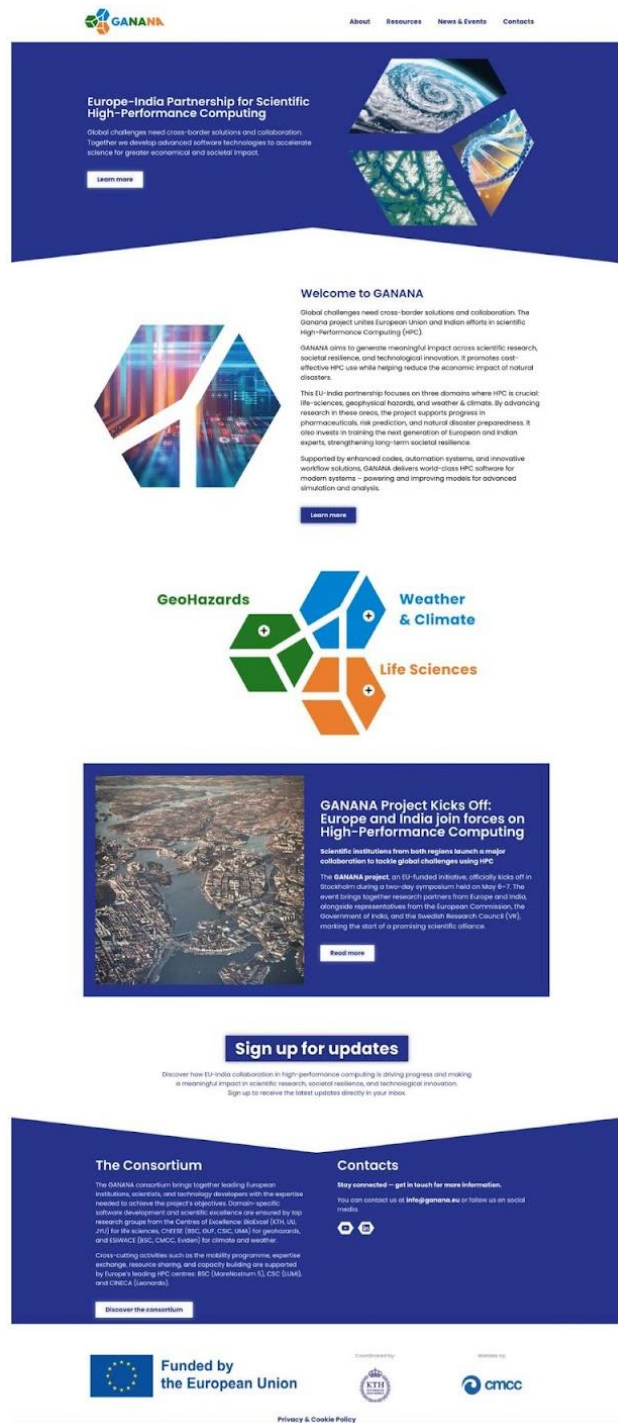


Figure 3 GANANA Project website homepage

About us: The first menu item is dedicated to an in-depth description of the project, broken down into 4 sections:

- *About the project:* Here, there is a general description of the GANANA Project, highlighting the structure and overall aim.
- *Objectives:* This section provides an outline of the intended project results.



- *Consortium:* An overview of the project consortium organized based on project focus (Life Sciences, Geophysical Hazards, Weather & Climate, and the Exchange & Mobility Program).
- *Building synergies:* A brief description of the collaboration between European and Indian HPC organizations.

Resources: This section will host all project outputs and resources. This webpage collects documents and outputs of the project as they are produced by the GANANA project activities. It will serve as a repository for key materials, including deliverables, scientific publications, reports, and other documents that demonstrate the project's progress and the achievement of its objectives. In addition, previously published newsletters will be archived here, making them accessible to visitors even after their release, and ensuring continued visibility of the project's communication efforts.

News & Events: This section is one of the most active of the website, regularly collecting updates on project activities and events, such as workshops, webinars, conferences, etc. This section will grow as the GANANA Project activities develop throughout the duration of the project. It is intended to keep track of all the initiatives related to the project or in which the project evolved. Furthermore, this section will disseminate information about the workshops and symposia organized throughout the project's duration, as well as calls for participation in exchange and mobility programmes. These opportunities will support knowledge-sharing and foster collaboration between partners in Europe and India.

Contacts: This final section is dedicated to users who wish to get directly in touch with the project team and will include the contact information.

Special attention was paid for the following section, according with European legislation (especially GDPR):

Privacy & Policy: This section outlines the measures taken to protect the privacy and security of its users. It details the types of personal information collected, the purposes for which it is collected, and how it is used and protected. Additionally, it explains users' rights regarding their personal information and how they can access, correct, or delete their data (via the email address info@ganana.eu). The policy also covers the use of cookies and other tracking technologies.

The first version was produced in M3 and will be maintained and updated regularly. The site will present features such as a mobile-friendly design, quick loading times, fully accessible web analytics tracking, search engine optimization, and integration with social media. Over the coming months, the website will be further developed to present all aspects of the project in a more engaging, interactive, and comprehensive way. One of the key updates will include a dedicated section for the project consortium, offering a



more detailed overview of the Indian partners. This aims to highlight the collaboration between the two countries and provide a direct link to the Indian counterpart's dedicated website.

Additionally, each of the project's three main thematic pillars will have its own section, outlining the related work packages, the partners involved, and their specific objectives within each field. A multimedia gallery will also be introduced to showcase photos and videos from project events such as workshops and symposia – for example, the multimedia materials produced during the Launch Symposium held in Stockholm on May 6–7. This section will allow users and stakeholders to connect more closely with the people behind the project. Through integrated video content linked to the project's YouTube channel, visitors will be able to explore the project's vision and objectives via partner interviews, which will continue to be published throughout the project's lifetime.

5.3 Newsletter

A regular newsletter to broadcast the main activities and opportunities generated by the project, as well as achievements and planned actions for the upcoming stages, emphasising scheduled workshops, webinars, and other events. The newsletter will be sent out every 6 months and will include contributions from the partner Indian project with the aim to strengthen the projects' network and increase the engagement of interested stakeholders. In addition to the newsletter, a mailing list will be constructed for followers and interested stakeholders and will be used to send periodic updates and to disseminate results. The first issue of the newsletter will be delivered in September 2025. Consortium members, project partners, and interested stakeholders can subscribe to the newsletter via the GANANA Project website to get updates.

Strategy:

- Produce newsletters every six months to provide stakeholders with updates on project progress, upcoming activities, results and opportunities for involvement.
- Include engaging content such as interviews and infographics to enhance readability and relevance.
- Include dedicated sections for relevant news and updates related to GANANA's areas of work to keep the audience informed on key developments and for upcoming events of interest, including those organised by GANANA and its partners.

5.4 Social Media

A well-designed online presence through an effective social media strategy will increase stakeholder engagement, overcoming most geographical barriers through strong online visibility. The partners will support the foundation of an expanding network through creating, following, and sharing the project's posts on their institutional social media. Professional tools will be utilized to track analytics. The project will leverage traffic from active consortium accounts, and the strategy will be shared with the partner Indian



project's consortium to amplify reach. The social media strategy will be based on these steps:

- Content development: develop consistent, cohesive, and appealing visual and text-based content that is aligned with the project's objectives, values, and mission.
- Publishing approach: develop a structured publishing plan that defines key dates, thematic focus areas, content formats, and a coordinated release schedule to ensure timely and consistent dissemination.
- Optimisation of social channels: optimize each profile with consistent branding, engaging visuals, and compelling messages to increase and maintain the audience. Take advantage of platform-specific features (mentions, etc.) to magnify reach and engagement. Leverage analytics and platform best practices to identify optimal posting times and maximise visibility.
- Community engagement: actively engage the community by promoting responsiveness.
- Evaluation and Assessment: evaluate and assess performance by establishing KPIs to track and measure the success of the strategy.

5.4.1 LinkedIn

The LinkedIn page (<https://www.linkedin.com/company/ganana-eu-india-project>) (Fig. 4) will be primarily used for professional relations. It aims to involve external audiences, and a public page was created to give the project more visibility and to broaden the project's network and reach. The page will post project updates, events, results, and highlights.

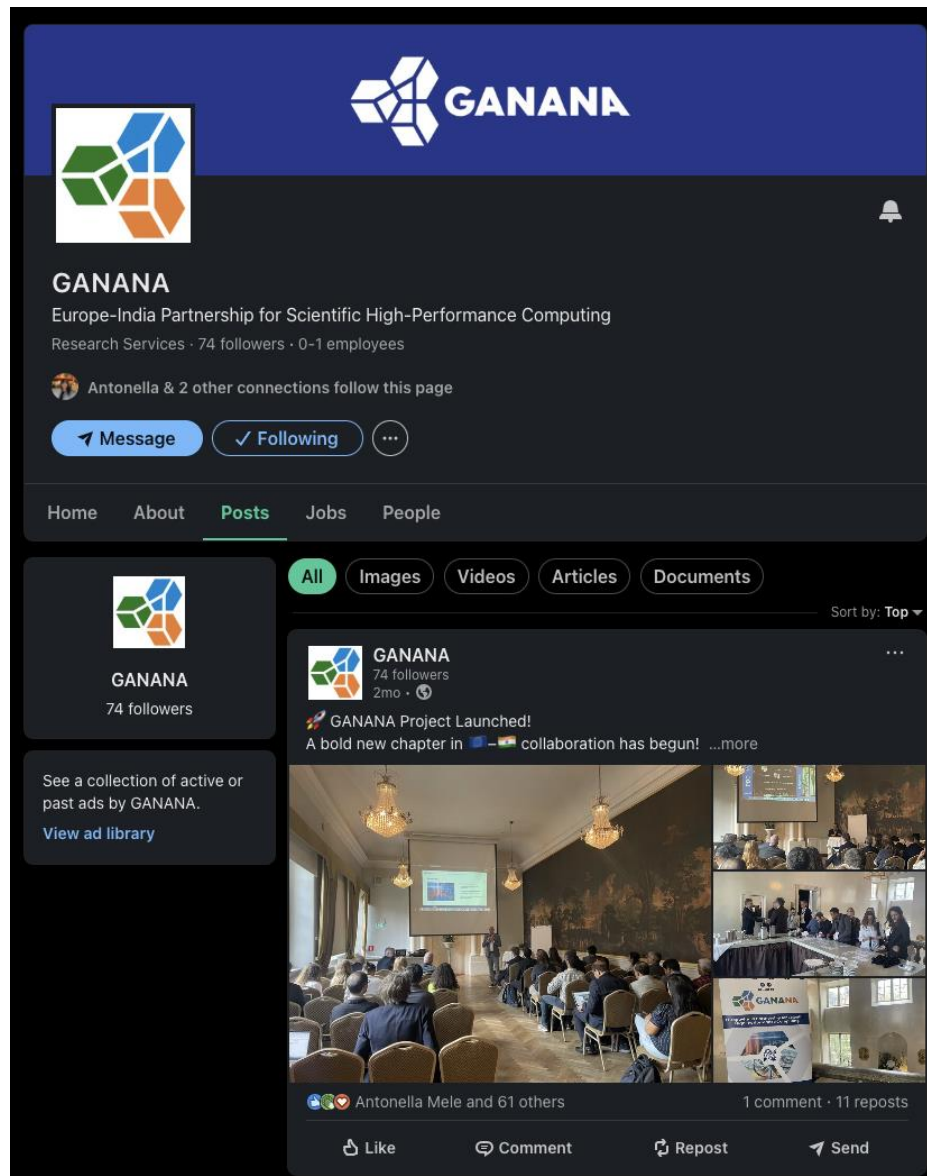


Figure 4 GANANA Project LinkedIn page

5.4.2 YouTube channel

The YouTube channel (https://www.youtube.com/@ganana_eu_india) (Fig. 5) aims to host and collect all the recordings of events, webinars, and other informational videos created in the framework of the project, along with any videos that will be produced to communicate specific activities, developments, and outcomes of the project, as part of the dissemination strategy.

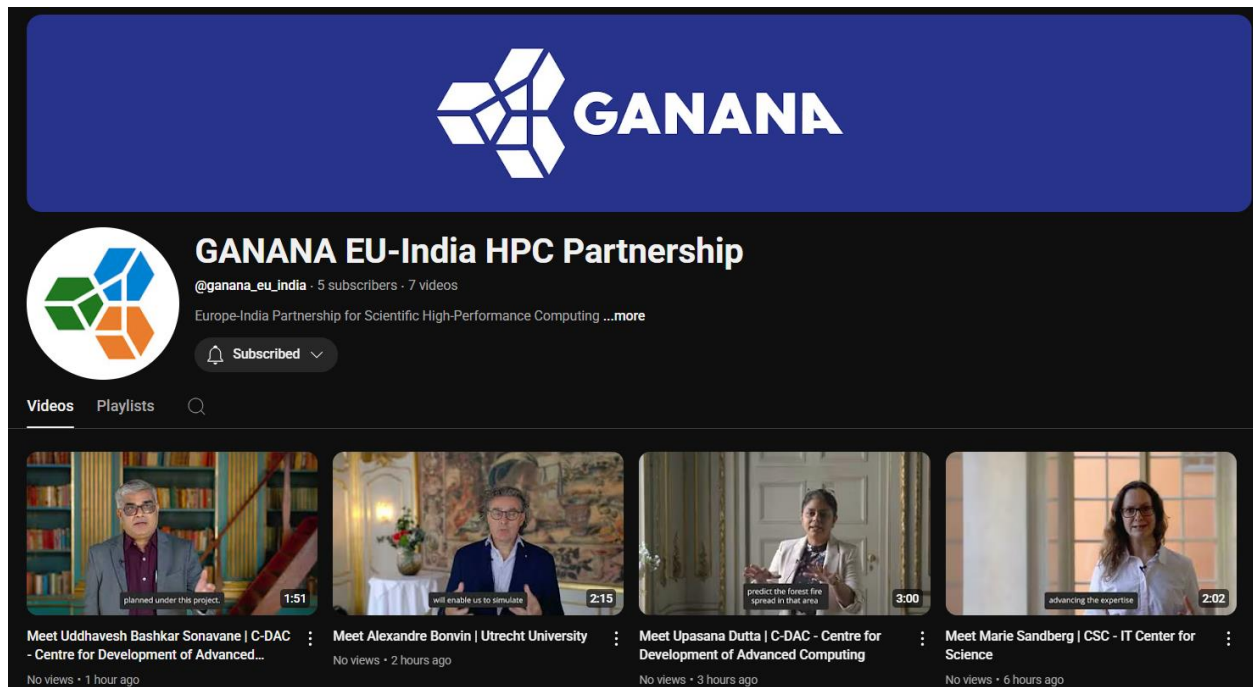


Figure 5 GANANA Project YouTube Channel

5.4.3 Editorial planning for social media

A shared Excel document has been prepared and made available to all European partners of the GANANA project, serving both as a social media editorial plan and as a tracker for all posts disseminated throughout the project's duration. This document also functions as a collaborative space where each partner can contribute to the project's communication by inserting content they wish to share. It allows for transparent tracking of which partners are actively contributing to the social media strategy and planning.

The types of posts may vary—from promoting past events and announcing upcoming ones where partners will present GANANA, to sharing updates, news, and outcomes related to the project's ongoing activities.

In the coming months, the editorial plan includes a dedicated series designed to introduce the project partners in more detail, both from Europe and India. Additionally, the first video interviews—recorded during the Launch Symposium in Stockholm (May 6–7)—will be published on LinkedIn. These videos feature project partners introducing GANANA, highlighting its three main thematic pillars, and sharing their expectations for this important international collaboration.

5.5 Events

To increase outreach potential and capacity, GANANA will run a comprehensive program of events in support of scientific and technological knowledge and expertise exchange. As part of the Exchange and Mobility Program (see section 6), the GANANA Project will hold high-level symposia and scientific workshops. There will be three high-level symposia events which are currently planned for February/March 2026 in India, March/April 2027 in Barcelona, and the final symposium event held in India in January/February of 2028. The



scientific workshops will be invitation-only events, will be two or three days long, and will be organized within or co-located with other relevant events or conferences for the scientific community involved in each of the pillars. There will be six scientific workshops in Europe and four in India to advance the scientific collaboration in each of the pillars.

The first event of the Project will include a joint kick-off event in Europe to which our Indian partners will be invited, as well as leaders of European policymakers and funding institutions. Following, each year we will organise large-scale symposia which will be hosted in alternating manner in India and Europe. The symposia will run for approximately 4-5 days and include plenary sessions of general interest (day 1), parallel tracks for each of the pillars (days 2-4), and plenary, future outlook sessions (day 5).

As part of the Project Objectives, stakeholder workshops, symposia, and networking events will be organised to facilitate dialogue, collaboration, and knowledge exchange to enhance community engagement and to ensure outreach beyond the two consortia. Both the symposia and the workshops will be open for participation by the wider, non-GANANA, user communities as a stimulus to establish new links and partnerships. Furthermore, the Indian partner project is expected to organise additional workshops.

Outreach for the events will be done jointly with CASTIEL and National Competence Centers (NCCs) to reach the broader European user communities. In addition to the events and to support further information exchange, we will provide easily accessible online documentation and tutorials to help non-expert users (including new PhD students) to better use the improved software on HPC machines. These events will further develop the legacy of the Project and ensure the experience and impact gained throughout the Project does not stop when GANANA ends.

GANANA also supports open communication and engagement and will work on involving civil society organisations in policy discussions at both national and regional levels. Their representatives will be invited to participate in networking and policymaking events organised by GANANA. Communication activities and events will also target the general public and media channels towards broader and diverse audiences.

In addition to the GANANA-led events, part of the project's communication strategy will include the mapping and identification of relevant external conferences and symposia—carried out in collaboration with BSC—where the project can be presented and its results disseminated.

During the initial months of the project, key opportunities have already been identified, such as the SCA-HPC Asia 2026 conference (<https://www.sca-hpcasia2026.jp/>), which aligns with GANANA's focus on high-performance computing infrastructures and their applications in life sciences, climate research, and geophysical hazards.

To support this, a shared Excel tracking sheet has been circulated among partners to monitor participation in external dissemination events. The document logs details such as the type of event, topic disseminated, audience profile, and the nature of participation (speaker, panellist, booth, etc.). This tracker ensures a coordinated and transparent approach to outreach and encourages active contribution from all partners.



5.6 Press Releases

GANANA and the partner Indian consortium prepared a joint press release delivered and published on the occasion of the first symposium to present the shared ambitions, the main objectives and to present the partners. Other press releases will be published and distributed to national and international news outlets throughout the project, as particularly relevant milestones and objectives are achieved. Press releases will be published in English to appeal to a larger audience. Translations into local languages may become available. The main target of the press releases includes journalists and the general public. An internal mailing list has been established to facilitate the flow of information regarding press releases.

5.7 Multimedia Contents

The GANANA Project will produce at least 3 short videos about the project to be showcased on the project website and social media channels, leveraging on the available distribution channels of promotion. To amplify the uptake of project results and enhance its networking opportunities, a series of online and offline promotional materials will also be prepared to be brought at conferences, workshops and events and to be showcased in the project digital outlets.

Videos are a highly valuable communication tool. Using a storytelling approach, these videos will focus more on people, rather than on project outputs, in order to connect with a wide audience and engage with diverse stakeholder groups. Through this approach, we will directly address one of the key messages of the project: broader community engagement. As the GANANA Project brings together different geographies and cultures, these videos will help promote collaboration and inclusivity. The first video (Fig. 6) produced is about the project launch meeting in Stockholm, Sweden. The video summarizes the two-day event, showcasing interviews from various members from both the European and Indian consortium.



Figure 6 GANANA YouTube video on project launch event

5.8 Printed Material

Although most of the project communication will be through digital channels and tools, some printed material (flyers, program agendas, etc.) will be made available for events and meetings. A project card (Fig. 7) and roll-up banner (Fig. 8) have already been created and printed. They are also available as e-files for all the partners through the SharePoint. The aim is to inform stakeholders of the progress accomplished and influence them to capitalise on the project results and best practices identified.



Figure 7 GANANA square double-side card

Fig. 7 shows one of the two printed materials produced for the GANANA Launch Symposium: a square, double-sided informational card.



The card was printed on heavyweight paper of approximately 350 g/m² – a suitable choice to ensure a sturdy and high-quality finish.

On the front side, the GANANA logo in white monochrome appears alongside decorative graphic elements derived from the project's trademark, placed in the top-left and bottom-right corners. At the centre, the hexagonal shape, a key feature of the GANANA logo, is filled with images representing the project's three main pillars. These same images are used on the website to ensure visual consistency. A QR code is placed centrally, directing viewers to the official project website, where they can explore more in-depth content related to the topics introduced on the card.

The back side features a concise and accessible explanation of what GANANA is, its main goals, and the three thematic pillars that form the foundation of the project. This side also includes the full-colour version of the GANANA logo, the website URL, and icons for the project's social media channels, reinforcing the project's coordinated visual identity.



Figure 8 GANANA Roll up banner

Fig. 8 shows the second printed material produced for the Launch Symposium: the roll-up banner (standard dimensions approx. 85 × 200 cm). The design approach for the roll-up followed the same principles used for the square card. Decorative graphic elements based on the project's logo trademark were preserved, in this case using the blue colour variant.

In the central area, the characteristic hexagonal shapes of the logo are filled with the same thematic images used on both the card and the project website, ensuring visual consistency across all materials.

At the top, the roll-up displays the project logo in its full-colour version, along with links to the website and social media icons. At the bottom, the European project consortium is visually represented through the logos of the involved partners.



The textual content has been further condensed compared to the card, highlighting only the essential information about the GANANA project.

6 Exchange and Mobility Program

The Exchange and Mobility Program (EMP) will be implemented to promote members from the project's Indian partners to visit the consortium in Europe, as well as promote European members to visit the consortium in India. The objective of this program is to:

- Strengthen the existing collaborations and spark new ones between the European and Indian HPC researchers and experts in target domains.
- Empower researchers and experts to build long-term scientific partnerships.
- Raise awareness of EU-India collaboration in HPC.

This program directly addresses the objectives of the project. There will be about 15 exchanges between Europe and India each and the exchanges can take various forms, like workshops, trainings, and lectures. Throughout the project, there will be at least three calls for project members to join the mobility program. Effective communication will support the EMP by being frequent, consistent and clear, to inspire participation among members and to ensure that participating members have all the needed information. During the program, the conducted workshops, trainings, and lectures will use various communication methods to encourage participation and foster collaboration between European and Indian partners.

The first call for the GANANA mobility programme will be launched in mid-September and shared through the project's first newsletter.

In November, a visit is planned by Indian partners from C-DAC, who will travel to the CMCC headquarters in Caserta, Italy, for a technical training session.

Specifically, the Indian partners involved in the 'Weather and Climate' pillar will visit CMCC Caserta during the week of 24–28 November for training on the ICON-CLM model. The training will focus exclusively on technical aspects, with a hands-on approach covering:

- Downloading the model
- Installing it
- Running it over a well-known domain, such as Italy or Europe

The programme will include two full days of structured training, followed by three days of collaborative hands-on work, during which participants will work side-by-side on project-specific tasks.

7 Long-term Roadmap for Digital Partnership

As part of the Project objectives, a roadmap for long-term partnership between the European and Indian project partners will be established and implemented. This will specifically investigate options for governance and funding models, engage in policy



dialogue with key stakeholders, and develop a framework for long-term partnership. The goal of the roadmap is to ensure a durable, inclusive, and impactful digital ecosystem. The key aims of the roadmap are:

- To build a shared digital ecosystem with national European, Indian, and global impact.
- To design a sustainable and inclusive governance model.
- And to deliver a future-proof roadmap and long-term strategy.

7.1 Roadmap Components

The first component of the Digital Roadmap is to assess the achievements, challenges, and opportunities that are identified throughout the project. The preparatory work for this component will begin in the second half of Year 1 and will require the input of all project partners. From this, we will be able to develop strategic goals and priorities for long-term cooperation.

Component 2 will require identifying potential funding sources and suitable governance structures to build institutional support from relevant stakeholders. For this component, input from all partners on funding sources and close engagement with key stakeholders is vital. WP6 will be responsible for the governance structure. Component 3 deals with continuous engagement with stakeholders from the EU and India. These stakeholders include researchers, policymakers, industry partners, and funding agencies. The continuous activity will be based on Component 1.

Component 4 is monitoring and evaluation. Here, we will implement mechanisms for monitoring the progress of the roadmap and evaluate its outcomes. This component begins in Year 2 and will continue throughout the project. This component will result in two deliverables: D6.1 – *Report of sustainability activities and update on exploitable assets* – and D6.2 – *long-term partnership roadmap*.

8 Exploitation

Exploitation activities aim to ensure the long-term impacts and legacy of the GANANA Project. These activities will aim to facilitate the external uptake of data and scientific advancements, while ensuring the Project's legacy. These activities will begin later in the Project, as results become available. The overarching aim is that exploitation activities will cascade and lead to GANANA research and products informing scientists, technologists, and other stakeholders on scientific computing.

For the GANANA Project, exploitation includes:

- Adoption of technology by academia and industry
- Increased and more efficient usage of HPC resources
- Increasing expertise and building capacity within the scientific community



- Utilization of innovation management and IPR mechanisms (open-source, open-access, etc.)
- Empower local communities to implement regional strategies (optimized regional climate models)

To maximise the impact of GANANA, it is important to not only ensure that the project results and impacts are produced and promoted during the execution and duration of the Project, but that they have value beyond the project's end. This value will be generated at the scientific, societal, technological, and economic levels, as well as contribute to policy development and knowledge improvement at the European and Indian levels.

With this purpose, GANANA will institute Innovation Management in the early stages of the Project to identify and monitor results with the potential to be exploited beyond the project, identify target groups, and define strategies to make use of the results. A preliminary identification of relevant codes and potential collaborations has already been identified in the Project proposal and will be monitored and updated throughout the Project's duration. Other results are expected to be produced throughout the Project, such as reports and roadmaps that will play a pivotal role in shaping policy-making strategies to improve international cooperation of EU-India HPC communities. Additional results include training materials, data and datasets.

All the results will be compiled and updated, according to the progress of the project, in the GANANA IP portfolio. From these results, those with higher potential to be exploited will be selected, by the consortium, as Key Exploitable Results (KERs) and, among other things, will be uploaded to the Horizon Results Platform as a means for supporting the promotion of results to any potential stakeholder (investor or adopter). It is important to note that exploitation can be commercial, societal, political, or aimed at improving knowledge and action. The Project partners will have first availability to exploit the project results for themselves.

9 Monitoring and Reporting

The Key Performance Indicators (KPIs) refer to the key elements that can be monitored and used to determine the performance of activities, in this case, related to the communication, dissemination, and exploitation of the GANANA Project. This measurement allows for the assessment of whether the activities are meeting the expected results and can serve as a trigger to implement corrective measures or re-evaluate the objectives.

The KPIs for the communication, dissemination, and exploitation activities of the GANANA Project have been determined through the established parameters of the Grant Agreement and additional measures developed during the creation of the CDEP. To adequately assess the success of the overall project communication, these KPIs will be monitored periodically. The KPIs for the GANANA Project Communication and Dissemination activities are listed in Table 2 below.



KPIs for Dissemination Activities					
Activity Type		KPI	Target Audience		
DISSEMINATION	Activity	KPI	Reachable Target	Stretch Target	Target Audience
	Social Media	Number of impressions on LinkedIn	1000 impressions	2000 impressions	All Stakeholders
		Number of followers on LinkedIn	20 new followers per quarter	40 new followers per quarter	
		Number of videos published on YouTube	2 per quarter	4 per quarter	
	Website	Number of visits on the GANANA website	200 per quarter	500 per quarter	All Stakeholders
	Newsletter	Number of newsletters delivered	2 per year	3 per year	Scientific community, policy-makers, industrial ecosystem, project consortium partners, funding institutions
	Mailing list	Number of people subscribed to the general GANANA mailing list	15 per quarter	30 per quarter	All Stakeholders

Table 2 KPIs for Dissemination Activities



10 Internal Communication

Proper communication and collaboration throughout the Project is essential for obtaining the objectives and goals of the project. To ensure efficient interactions between the different Project partners and WPs, a number of communication channels have been established.

To enable general communication among partners, mailing lists have been set up for internal communication within each work package and with Indian counterparts. All project members have been added to at least one of these mailing lists, which are now actively in use.

A Microsoft Teams workspace has been established as the central hub for non-public file-sharing, communication, documentation, and project tracking. All work package leaders and board members have been added to this space, with each leader granted permission to invite relevant work package members as needed. Microsoft Teams serves as the primary communication and repository hub for project partners. Within Teams, dedicated channels are created for different project WPs. These channels provide a focused space for discussions, updates, and collaboration related to specific aspects of the project. Microsoft SharePoint serves as the central repository for project documentation, resources, and deliverables. It provides a structured environment where partners can store, organise, and access files, ensuring that everyone has easy and secure access to the latest project materials. Partners use instead Slack for day-to-day communication, quick exchanges of information, and ad-hoc discussion and to facilitate communication with external partners. For the public dissemination of files, a Zenodo repository has been prepared.

10.1 Project Mailing List

Mailing lists have been established for each WP to regularly communicate among Project partners to distribute project announcements, sharing important documents, and dissemination meeting agendas and minutes. The Indian counterpart project has setup similar mailing list for transparent communication.

List Name	Purpose
ganana-eu-all@pdc.kth.se	All members of the project
ganana-eu-office@pdc.kth.se	Project office with personnel from the coordinator KTH
ganana-eu-finance@pdc.kth.se	Financial representatives of all partners
ganana-eu-board@pdc.kth.se	Executive and Project Management Board members
ganana-eu-connect@pdc.kth.se	Activities related to expertise exchange, mobility program, events and resource sharing (WP2 and WP6)
ganana-eu-life@pdc.kth.se	Life Sciences pillar (WP3)



ganana-eu-hazards@pdc.kth.se	Geohazards pillar (WP4)
ganana-eu-climate@pdc.kth.se	Weather and climate pillar (WP5)
ganana-council@pdc.kth.se	High level coordination with coordinator of the India counter-project
ganana-india-all@cdac.in	All members of the project
ganana-india-life@cdac.in	Life Sciences pillar (WP3)
ganana-india-hazards@cdac.in	Geohazards pillar (WP4)
ganana-india-climate@cdac.in	Weather and climate pillar (WP5)

10.2 Meetings

Virtual meetings will be held regularly for WPs and Project partners to collaborate, develop, execute, track, and assess Project tasks and activities. In-person meetings will also be held annually, as part of the Project KPIs, to ensure networking and enhanced collaboration between the European and Indian partners.

Meetings will be held according to the following schedule:

- EB – the main activity for project execution and coordination is run as video teleconference meetings once every two weeks
- PMB – face-to-face meetings twice a year, typically during the project all hands meetings
- WP – organized as needed by the WP leaders, typically also once every month virtually but also in person if there is a need for better / faster work co-ordination
- All-hands meetings – twice a year all project partners meet for typically a two-day event.

10.3 Internal Reporting

Internal reporting measures will be set up to ensure frequent and thorough reporting is done throughout the Project duration. Project partners will use SharePoint to share and update tasks, results, and any reporting measures and to ensure effective collaboration throughout the Project's duration.

11 Intellectual Property (IP) Management Plan

The purpose of the Intellectual Property (IP) Management Plan is to set out the rules and procedures on how IP matters will be addressed during the GANANA project. Beyond ensuring compliance with IP obligations, the GANANA's IP Management Plan aims to support the strategic valorisation of project results, enhance societal impact, and foster technology transfer aligned with the Europe framework.



The IP management plan is divided into two main parts:

- i. **Context and Legal Framework** – Outlines the legal basis for IP management, referencing GANANA's Grant Agreement (GA) and Consortium Agreement (CA).
- ii. **Guidelines and implementation** – Outlines the process to facilitate the implementation of the IP Management Plan.

To facilitate reading of the document, detailed supporting information will be presented as Appendix.

11.1 Context and Legal Framework

11.1.1 Definitions

To ensure a common understanding among consortium members, relevant definitions, particularly those related to intellectual property, provided in GANANA's GA, CA, and the EU IP Helpdesk will be considered. These definitions are provided in Appendix A.

11.1.2 Background

Any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as IP rights, which is: a) held by participants prior to their accession to the action; b) needed for carrying out the action or for exploiting the results of the action; and c) identified by the participants in Attachment 1 of the CA, will be considered GANANA's Background.

The beneficiaries must identify in a written agreement the background as needed for implementing the action or for exploiting its results. The information reflected in the Background should include owner identification, background description and specific limitations and/or conditions for implementation and exploitation.

Any Party may **add additional Background to Attachment 1** during the Project, provided they give formal notice to the other Parties (Section 9.1.2, CA). However, approval of the Project Management Board is needed if a Party wishes to modify or withdraw its Background in Attachment 1.

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

Unless agreed otherwise in writing with the beneficiary granting access, background 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 background access rights.

Access rights to background are mainly governed by:

- Article 16.1 (GA): Background and access rights to background
- Section 9 (CA): Access Rights

See Appendix B at the end of the document for rapid access to the referred articles and to obtain further information, if required.

11.1.3 Results

Any tangible (e.g., prototypes) or intangible output (e.g., knowhow, formulas) of the action, such as data, knowledge, and information whatever their form or nature, whether or not they can be protected, which are generated within GANANA, as well as any attached rights including intellectual property rights, will be considered a GANANA's Result.

11.1.3.1 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.

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

Unless agreed otherwise in writing with the beneficiary granting access, results 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 results access rights.

- Annex 5 (GA): Access rights to Results
- Section 9 (CA): Access Rights

Additional information regarding Access Rights, such as, Access Rights for Parties joining or leaving the consortium is presented in Appendix B.



11.1.3.2 *Ownership of Results*

The granting authority does not obtain ownership of the results produced under the action. Results are owned by the Party that generates them or, where applicable, by the Party's employee responsible for their creation.

Joint ownership is considered when two or more beneficiaries develop a result jointly 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.

While there is not a joint ownership agreement, 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).
- After 12 months from the generation of the jointly owned Results 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 beneficiaries may **transfer ownership** of their results, see Transfer of Results (Section 11.1.3.6) for more information.

Ownership is governed by Article 16 (GA) and its Annex 5, Section Ownership of results, section 8.1 (CA) and additions from sections 8.2 (CA).

11.1.3.3 *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.

11.1.3.4 *Exploitation of Results*

Beneficiaries which have received funding under the grant must – up to four years after the end of the action (31 March 2028) – 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 (Article 17, GA) in (information related to) the standard.

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions (Section 9.4, CA).

11.1.3.5 Publication/ Dissemination of Results

As stated in Annex 5 of the GA, a beneficiary intending to disseminate its Results originating from activities carried out under GANANA must provide at least 15 calendar days' prior notice to the other beneficiaries (unless otherwise agreed), accompanied by sufficient information regarding the Results to be disseminated. Any other beneficiary may object within 15 calendar days' of receiving notification (unless otherwise agreed), if it can demonstrate 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 measures are taken to safeguard those interests. This procedure is subject to the provisions set out in the CA, as detailed below:

Prior notice of any planned publication of Results generated exclusively or predominantly within GANANA 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.

By exception to the 45 calendar days' notice, the delay for submission prior to the presentation shall be reduced to 15 days only for the following communications: poster presentations, slides and abstracts for oral presentations at scientific meetings, press releases, short news items for the website, blog and online social network contributions.

Sending drafts of scientific articles for peer-review under confidentiality no less strict than under this Agreement shall not be considered as publication or dissemination under chapter 8 from the CA.

The duty to give prior written notice of any planned publication, as stated above, shall not apply to text and/or material that a Party already has approved for publication.



Acknowledgements of GANANA funding in publications where the main Results originate from outside GANANA activities shall not fall under the above notification obligations.

11.1.3.6 *Transfer of Results*

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.

The beneficiaries may **transfer ownership** of their results, 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.

In addition, 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).

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 or licensee 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.

11.1.4 Confidentiality and Treatment of Information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') during the implementation of the action and for at least **until 5 years after final payment**.

The terms of confidentiality are governed by the:

Article 13 (GA) – Confidentiality and Security

Section 10 (CA) – *Non-disclosure of information*.

Article 15 (GA) – Data Protection

Sub-section 4.4 (CA) – Specific responsibilities regarding data protection

See Appendix A at the end of the document for a quick access to the referred articles and to get detailed information if needed.



11.1.5 Liability towards each other and dispute resolution

Liability towards each other:

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore (Section 5.1, CA),

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party exercising its Access Rights.

Settlement of disputes:

The Parties shall endeavor to settle their disputes amicably.

WIPO Mediation Followed, in the Absence of a Settlement, by WIPO Expedited Arbitration

Any dispute, controversy or claim arising under, out of or relating to GANANA CA's contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction (Section 11.8, CA).

- a. **Liability towards each other and dispute resolution** – Dispute resolution process.
- b. **Change of Membership** – Impact on the IP rights due to the change of membership in the team.
- c. **Background IP** – Additional rights and obligations related to the background (BG) IP, declared BG IP and updates.
- d. **Exploitation** – Rights and obligations related to the exploitation of the results as well as the main paths for carrying it out.



- iii. **IP Portfolio Implementation and Monitoring** – Explains how IP will be tracked and monitored, including roles, tools and frequency.
 - a. **Background IP** – Additional rights and obligations related to the background (BG) IP, declared BG IP and updates.
 - b. **Results** – Additional rights and obligations related to the results generated during the project, results collection and procedure to manage their IP.
 - c. **Exploitation**
- iv. **Publication/Dissemination** – Description of the main requirements that need to be considered before the publication and/or dissemination of the generated results.

11.2 Guidelines and Implementation

11.2.1 Definitions

The Innovation Manager (BSC), hereinafter IM, will be responsible for compiling the more relevant definitions, including those mentioned in the GA, CA and EU IP Helpdesk and collecting them in Appendix A.

Any consortium partner may contact the IM (BSC) via email to request the inclusion of additional definitions. The IM can be reached at: vanessa.iglesias@bsc.es

11.2.2 Background

GANANA's background IP is collected in Attachment 1 of the CA from the outset of the project. Each participant must identify its background IP, including specific limitations and/or conditions applicable to its implementation and exploitation. Any information not listed in Attachment 1 shall not be subject to Access Right obligations concerning Background.

Any Party may **add additional Background to Attachment 1** during the course of the Project. To do so, the Party must notify the Coordinator (or, where applicable, the IM, who will notify the Coordinator). The notification must also include the following information:

- A description of the background.
- Limitations for implementation, understood as needs, conditions or restrictions to access or give access to data required by the actions of the DoA, where applicable.
- Specific limitations for exploitation, understood as conditions or restrictions to the exercise or granting of rights to exploit the Results by or to the project partners.

Any modifications of the background must require formal approval written by the Project Management Board. After approval, background modifications will be formally included in the Attachment 1 of the CA and reflected in the corresponding progress report.



11.2.3 Results

At the outset of the project, the features of each application and/or code planned to be developed in GANANA were identified. This information will be GANANA's IP portfolio starting point.

During the project, these Results, along with additional outputs such as reports and the roadmap, will be systematically monitored and documented in the IP portfolio. This documentation will include information on ownership, planned IP protection measures (IPR), the progression of the Technology Readiness Level (TRL) for software-related developments, and the identification of potential exploitation routes. GANANA's exploitation strategy is primarily focused on advancing public knowledge and action, strengthening EU-India capabilities and collaboration, and contributing to policymaking through evidence-based science. The main routes for exploitation include licensing of Results, publication of scientific papers and the establishment of future research collaborations.

Each partner will identify and define its corresponding Results, with support from the IM, - who will provide supplementary materials (such as templates and presentations) to facilitate the collection process and will be responsible for producing the GANANA's IP Portfolio. Among the identified Results, those with the highest exploitation potential will be selected by the consortium as Key Exploitable Results (KERs) and uploaded to the Horizon Results Platform as a means for supporting the promotion of results to any potential stakeholder (investor or adopter).

Each partner is responsible for determining the most appropriate IP protection measure for its Results, such as copyright, patents or trade secrets, or open licensing schemes, in line with its individual exploitation strategy. In accordance with EU principles on open science and innovation, partners are encouraged to favour permissive or open licences whenever feasible, while ensuring adequate protection of Results where required. In case of uncertainty, the IM will assess the available protection options and support the partner in selecting the most suitable mechanism.

It should be noted that, due to the nature of the project, which aims to establish collaboration on HPC applications using Indian and European Supercomputers (as stated in the Intent of Cooperation signed by India and the European Union), exploitation is anticipated in non-associated third countries (India). This is expected to take place without any prejudice towards European interests, while strengthening collaboration in priority areas and enhancing mutual opportunities for both Europe and India.

Dissemination procedures to maximize Results' exposure will be managed by the coordinator, KTH, and are detailed above (Section 3 and 5).



11.2.4 Confidentiality and Treatment of Information

See Section 11.1.4.

11.2.5 Liability towards each other and dispute resolution.

To prevent or resolve disputes regarding ownership, beneficiaries must maintain appropriate documentation, such as laboratory notebooks, dated records or formal registrations, demonstrating how and when specific Results were generated.

In the event of a conflict of interest that cannot be resolved through bilateral communication, the involved partners must immediately bring the issues to the attention of the Coordinator. The coordinator shall escalate the matter to the Project Management Board and, if necessary, to the General Assembly for deliberation and, where applicable, a formal vote.

For further details, refer to Section 11.1.5.



12 Appendix

12.1 Appendix A – Definitions

A

Access Rights	Rights to use the project's results or background
Action	The project which is being funded in the context of this Agreement.
Affiliated entities (AE)	Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/104612 which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).
All rights reserved	Is a notice which indicates that all rights granted under copyright law are retained, including the rights to take legal action, if there is any infringement.
Alternative Dispute Resolution	Procedures for resolving disputes out of court in a private forum, with the assistance of a qualified neutral intermediary chosen by the parties. The most common forms of alternative dispute resolution procedures are Mediation and Arbitration
Application software	Application software is any software added to the system that enables the user to perform a task. For example, a word processor allows the user to type a document, and a browser allows the user to view web pages
Assignment of IPR	Means the transfer of rights and obligations of an IPR to another individual or legal entity.
Associated partners (AP)	Entities which participate in the action, but without the right to charge costs or claim contributions.
Authorship	The quality or state of being a creator (natural person) of a work. In order to be considered as an author, it is generally acknowledged that a certain level of creative contribution to a work must be met. Authorship entails certain moral rights, such as the right to attribution (i.e., to be named as the author), that cannot be transferred or licensed, and therefore will stay with the author even in a situation where he/she does not own the copyright

B

Background	Any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, which is: 1- held by participants prior to their accession to the action; 2- needed for carrying out the action or for exploiting the results of the action; and 3- identified by the participants.
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Beneficiaries (BEN)	The signatories of this Agreement (either directly or through an accession form).
Blocking patents	Patent applications which are strategically used as a barrier to pre-empt rivals from getting their patents granted and entering into markets and technologies.

C

Certification mark	(Also called guarantee mark) is a trademark capable of distinguishing goods or services which have been certified by the owner as meeting certain requirements for certification. Unlike collective marks no membership to an association is necessary and all that is required is compliance with the standards in respect of material, mode of manufacture, quality or other characteristics set by the owner of the mark. A certification mark may not be owned by a natural or legal person currently engaged in the supply of goods or services which the trademark seeks to certify.
Collaborative research	Included in the exploitation plan as a possible route for exploitation: Continue exploiting your results in new projects, developments, PhD dissertations.
Collective Mark	Is a trademark capable of distinguishing the goods or services of the members of an association from those of undertakings external to the association. The trademark is owned by the association which must ensure that the standards required for its use are respected by all its members who use the mark in the course of trade.
Communication	Horizon Europe defines it as "Taking strategic and targeted measures for promoting the action itself and its results to a multitude of audiences, including the media and the public, and possibly engaging in a two-way exchange"
Computer-implemented invention	Is an invention which involves the use of a computer, computer network or other programmable apparatus, where one or more features are realised wholly or partly by means of a computer program
Confidentiality agreement	Also known as non-disclosure agreement (NDA) , refers to the written agreement that parties use when they wish to disclose information and ideas in confidence. This agreement therefore establishes the obligation of the recipient (i.e. the legal person to whom the information is disclosed) to not disclose the information and ideas to third parties. A confidentiality agreement is crucial for an inventor or any other party that needs to protect confidential information.
Confidential information	Is information of a confidential nature that may include information of a personal, scientific, industrial, business, or commercial nature, that is not available to the public.
Consortium Agreement (CA)	Is an agreement that participants conclude between themselves for the implementation of the project in EU projects. The agreement allows the participants to determine the detailed administrative and management provisions necessary to carry out their project. Within this agreement,



	parties also outline the rights and responsibilities of each member of the consortium concerning intellectual property. This agreement cannot contradict or negate the provisions established by the Grant Agreement or the Rules for Participation. A CA is obligatory for most projects and should be signed prior to the Grant Agreement (GA).
Consortium body	Means any management body described in the Governance Structure section of this Consortium Agreement.
Controlled License Terms	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) 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. (d) that essential authorization keys for installing the Software have to be provided to third parties; (e) that third parties shall be granted specific rights concerning the product addition-ally to the pure right to use, for example the right of reverse engineering. (f) that specific references in the associated product documentation or other provided material need to be assimilated; For the avoidance of doubt, any Software license that merely permits (but does not require any of) the things mentioned in (a) to (f) is not a Controlled License (and so is an Uncontrolled License).
Consortium Body	Any management body described in Section 6 (Governance Structure) of the GANANA Consortium Agreement.
Consortium Plan	The Description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Project Management Board.
Copyright	Is the legal right granted to an author, composer, playwright, publisher or distributor to the exclusive publication, production, sale, or distribution of a literary, musical, dramatic, or artistic work.

D

Defaulting part	Defaulting Party means a party that the General Assembly has identified to be in breach of the Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of the EPI's Consortium Agreement.
Disclosure	The first public disclosure of details of an invention. If the disclosure is made before the patent application has been filed (in a deliberate form or otherwise), the invention will in most cases be unpatentable. In return for a patent granted (exclusive rights for a limited time period), the



	applicant must make a full disclosure of the invention for which protection has been solicited.
Dissemination	In Horizon 2020, the public disclosure of the results by any appropriate means (other than resulting from protecting or exploiting the results), including by scientific publications via any medium. In Horizon Europe, 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.

E

EU grants	Grants awarded by EU institutions, bodies, offices or agencies (including EU executive agencies, EU regulatory agencies, EDA, joint undertakings, etc).
Exclusive License Agreement	Is a contract licensing intellectual property to another party for its exclusive use and/or economic benefit.
Exploitation	Means, the use of results in further research activities other than those covered by the action concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities.

F

Fair and Reasonable Conditions	Refers to the 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	Findable The first step in (re)using data is to find them. Metadata and data should be easy to find for both humans and computers. Machine-readable metadata are essential for automatic discovery of datasets and services. Accessible Once the user finds the required data, she/he/they need to know how they can be accessed, possibly including authentication and authorisation. Interoperable The data usually need to be integrated with other data. In addition, the data need to interoperate with applications or workflows for analysis, storage, and processing. Reusable The ultimate goal of FAIR is to optimise the reuse of data. To achieve this, metadata and data should be well-described so that they can be replicated and/or combined in different settings.



Foreground	The tangible and intangible results which are generated within a given project, including pieces of information, materials and knowledge and whether or not they can be protected. It includes intellectual property rights (e.g. copyrights, industrial designs, patents, plant variety rights), similar forms of protection (e.g. rights for databases) and unprotected know-how (e.g. confidential material). Results generated outside a project are not foreground.
Framework partnership Agreement (FPA)	The purpose of the Framework Partnership Agreement is to identify the general rights and obligations of the Parties when they enter into specific Agreements funded by the European Union
FRAND	“Fair, reasonable, and non-discriminatory” describes a type of licensing terms. Such terms are typically requested by standardisation organisations in the context of the standard-setting process, in respect of the licensing of patents linked to certain standards.

G

Grace Period	In some countries the grace period allows for public disclosure of an invention (under certain conditions) without affecting the validity of a subsequent patent application, provided that a complete application is filed within 6 or 12 months of the disclosure.
Grant	The grant awarded in the context of this IP Management Plan.
Granting Authority	The body awarding the grant for the Project.

H

Hardware	In computer science refers to any physical device that accepts input, processes input, stores the results of processing, and/or provides output. In a simple way, the physical components of a computer.
Hardware – IP core	An intellectual property core (IP core) is a functional block of logic or data used to make a field-programmable gate array (FPGA) or application-specific integrated circuit for a product.
Hardware – Tapeout	The final result of the design process for integrated circuits or printed circuit boards before they are sent for manufacturing. (Layout)
Hardware – Si Chip	Silicon proven IP
Hardware design	Means all design documentation that describes electronic circuits or modules and including CAD databases, schematics, mechanical layouts and drawings, bills-of-materials, manufacturing and assembly information, and associated documentation.

I

In-kind contributions	In-kind contributions within the meaning of Article 2(36) of EU Financial Regulation 2018/1046, i.e. non-financial resources made available free of charge by third parties.
Indirect utilization	Means that Access Rights for Exploitation granted pursuant to the EPI's Agreement and the GA shall include the right for a Party and its Affiliated Entities to whom such Access Rights are granted to have a third party



	make, only for the account of and for the use, sale or other disposal by the Party and such Affiliated Entities, products and/or services, provided that the substantial portion of the specifications of such products and/or services has been designed by or for such Party and such Affiliated Entities.
Industrial applicability	is one of the three basic patentability requirements under the European Patent Convention. An invention will be considered capable of industrial application if it can be made or used in any kind of industry. This requirement is to be understood in a broad sense: it includes for instance applications in the agricultural field. See also: Inventive step and Novelty.
Industrial design	An industrial design is an original creation of an ornamental nature, which, when incorporated in or applied to a product, lends a special appearance to it. These characteristics may result from its shape, lines, outline, configuration, colour, texture or material. Designs can be protected by different means: through a registration system, through a system of non-registration and through copyright. Registration can be obtained at three different levels: national, regional and international. The best route usually depends on the markets in which the applicant intends to operate.
Industrial Design	Is an intellectual property right aimed at protecting the appearance of products, in particular resulting from its lines, contours, colours, shape and materials. It consists of the right to prevent any third party from making, offering, selling, importing, exporting or using a product in which the design is incorporated or to which it is applied, or stocking such a product, without the design owner's consent, when such acts are undertaken for commercial purposes.
Infringement	A violation or infraction of the terms of an agreement, encroachment, trespass, or disregard of others' rights. Intellectual property infringement will refer to a breach of rights resulting from a patent, copyright, database right, performer right, design, trade mark, etc.
Innovation	Definition from the Commission for continuous reporting: The introduction within a firm or market of a new or significantly improved: • product (good or service) • process • marketing method • organisational method (business practices, workplace organisation or external relations) The minimum requirement for an innovation is that the product, process, marketing method or organisational method must be new (or significantly improved) to the firm.
Intellectual Property (IP)	Refers to the creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce.



Intellectual Property Rights or IPR (s)	Means: patents, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection of intellectual property, wherever in the world arising or available.
Invention	Means an invention according to the applicable patent law, and/or a new, useful, and nonobvious process, machine, or product, and also a new, useful, and nonobvious improvement of a pre-existing process, machine, or product.
Inventor	A person who, alone or with others, first invents a new and useful process, machine, composition of matter, or other nonobvious matter.
Inventive step	Is one of the three basic patentability requirements under the European Patent Convention. It means that an invention must be non-obvious to a person skilled in the field, having regard to the state of the art, in order to be patentable. See also: Industrial applicability and Novelty.
Irregularities	Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/9515.

J

Joint authorship	When several individuals work together to create a single work, then all are co-authors of an undivided entire work and have joint ownership.
Joint inventor	One of two or more persons who make joint inventive contributions to an Invention.
Joint ownership	Refers to the situation where two or more legal entities share the ownership of the same asset. In the context of Horizon 2020, joint ownership of results arises whenever (i) several participants have jointly generated them, and (ii) it is not possible to establish the respective contribution of each participant, or separate the results for the purpose of applying, obtaining or maintaining their protection. (See articles 32.2 from FPA-GA and 8.2 from CA)
Joint Venture	Included in the exploitation plan as a possible route for exploitation: Instead of starting your own business, work with another entity (company, university, individual..) that can help/support you to exploit your results.

K

Key exploitable result (KER)	Is an identified main interesting result (see definition) which has been selected and prioritised due to its high potential to be “exploited” – meaning to make use and derive benefits- downstream the value chain of a product, process or solution, or act as an important input to policy, further research or education. In order to select and prioritise the results, the recommendation is to use
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	the following criteria: a) degree of innovation, b) exploitability and c) impact.
Know-how	Means a package of non-patented practical information (of a technical, commercial, administrative, financial or other nature), resulting from experience and testing, which is secret, substantial and identifiable.

L

Legitimate Interest	Relates to beneficiaries' interests regarding ownership of background and foreground and access rights. For instance, legitimate interest may be raised upon other beneficiaries' attempts for protecting foreground or its dissemination. In both cases, the beneficiary in question will need to show that he might suffer disproportionately great harm.
Letter of Demand (of payment)	Is a letter setting out certain demands to a person (individual or legal entity) suspected of infringing intellectual property rights that are issued by the owner of those intellectual property rights. The letter gives the recipient the chance to rectify the problem, to pay a sum of money or comply with the contractual commitment, under specific terms and within a specified time.
License Agreement	The contract under which the owner of an intellectual property right ('licensor') gives permission to another individual or entity ('licensee') to use this right for a period of time and within a defined territory. Without such permission, this use would infringe patent or trademark rights. Therefore the license can allow the licensee to legitimately use, sell, offer to sell, and import the invention protected by intellectual property rights (in this case, by patent). In return, in the majority of cases, the licensor receives royalty payments. Signing a license agreement does not transfer the ownership of the invention to the licensee.
License Revenue	License Revenue are income earned by a person, company, or legal entity for allowing its copyrighted or patented or otherwise proprietary material or know-how to be used or exploited by another.
Likelihood of confusion	Is a concept, which will be applied in a situation of trade mark registration (opposition) or infringement proceedings in order to determine, if an entity's sign is similar to another entity's registered trade mark, identifying similar goods and services and therefore leading the relevant consuming public to believe that these goods and services originate from that other entity.

M

Main Result	An identified main interesting result, by the partners, with potential for exploitation.
Market Readiness Level (MRL)	The "Market & Technology Readiness Level" is a methodology developed within the CloudWATCH2 ² project with the aim to be used to evaluate

² <https://www.cloudwatchhub.eu/exploitation/market-technology-readiness-level-mtrl-nutshell>



	how close the project outputs/products are to the market. It is a numerical combination of TRL (see definition) and MRL (Market Readiness Level), which measures the commercial readiness of a technology for market.
Material Transfer Agreement (MTA)	Contract governing the transfer of one or more materials, such as tangible research property (TRP), from the owner or authorized licensee to a recipient. This agreement is usually signed for research purposes only. MTAs usually prohibit the recipient from using the transferred materials for commercial purposes or outside of the agreement purposes. Some MTAs state that modifications to the material transferred to the recipient shall be treated as still being property of the provider of the materials. The transfer of physical samples of materials (such as cell lines, plasmids, transgenic animals, chemicals, etc.) does not mean the transfer of ownership of the materials or intellectual property rights.
Mediation	Is a process whereby two or more parties to a dispute attempt to reach an agreement on the settlement of their dispute on a voluntary basis and with the assistance of a mediator. Mediation is non-binding and the mediator acts only as a neutral intermediary with no power to decide if the mediation has failed.
Memorandum of Understanding (MoU)	Agreement that defines the framework of the negotiations among the partners of a consortium and that is generally concluded in the very beginning of the negotiations on the involvement in a project, even before submitting a proposal. It expresses a convergence of will between the parties, indicating an intended common line of action, helping to explain any protocols for communication, information exchange, reporting, confidentiality issues, and modifications and conditions for terminating the agreement.
Method	Definition from the Commission for continuous reporting: Refers to organisational method or marketing concept/strategy in business/organisational practices (including knowledge management). organisational method – covers workplace organisation or external relations not previously used by your enterprise/organisation marketing method – significant changes in product design or packaging, product placement, product promotion or pricing that have not been used before
Multiple ownership	The Result has been generated by two or more partners but – It is possible to establish the respective contribution of each partner – It is possible to separate them for the purpose of applying for, obtaining or maintaining their protection

N

Needed	Needed for the implementation of the Project means: Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be
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	technically or legally impossible, significantly delayed, or require significant additional financial or human resources. For Exploitation of own Results: Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.
Non-exclusive License	When the licensor retains the right to grant an unlimited number of licenses to third parties.
Novelty	Is one of the three basic patentability requirements under the European Patent Convention. It means that the invention must not form part of the state of the art, that is, that it must never have been disclosed to the public in any way, anywhere, before the date of filing of the patent application (or before the priority date). See also: Industrial applicability and Inventive step.

O

Open access	Within the context of EU-funded projects, refers to the practice of providing on-line access to scientific information that is free of charge to the end-user and is reusable. In the context of research and innovation, scientific information can refer to (i) peer-reviewed scientific research articles (published in scholarly journals) or (ii) research data (data underlying publications, curated data and/or raw data).
Open Science	An approach to the scientific process based on open cooperative work, tools and diffusing knowledge.
Open Source Software	Means computer software with an open source code; “open” in this case means made available to the general public in order that the software can be studied, changed and/or improved. Criteria that open source software must comply with can be found at Open Source Initiative.
Open Source Permissive	Included in the exploitation plan as a possible route for exploitation: Give others the right to use your results under certain agreed terms and conditions. Open source licenses with minimal restrictions.
Open Source Copyleft	Included in the exploitation plan as a possible route for exploitation: Give others the right to use your results under certain agreed terms and conditions. Derivative work must be licensed under the same terms as the original work.
Originality	Is one of the requirements for copyright protection. The test to determine whether a work will be considered original is to ask if it can be defined as the author's own intellectual creation.
Ownership of IP rights	The state or quality of being an owner of a proprietary right. It enables its holder to exercise exclusive rights of use in relation to the subject matter of the IP and to restrict others from using these IP rights.
Ownership of results	Results are owned by the Party that generates them

P



Participants	Entities participating in the action as beneficiaries, affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.
Parties or Party	Legal entities who have signed the Grant Agreement (GA) with the Commission, and the Consortium Agreement. or that may accede thereto later, by signing the specific Accession Form
Patent	is granted by a government agency which, as a result, grants the recipient intellectual property rights, which confers on its owner the exclusive right to prevent third parties from commercially exploiting – making, using, offering for sale, selling or importing the invention, which is protected by patent for a limited period of time (generally 20 years). Patent protection is granted for inventions, which are products or processes, provided that they are new, involve an inventive step and is capable of industrial application. In order to obtain patent protection, technical information about the invention must be disclosed to the public in a patent application
Patent expenses	Means (a) all reasonable fees, expenses, and charges of outside patent counsel related to Patent Rights currently already incurred or added by amendment at a future date, (including notably the fees of outside patent counsel), incurred by the inventors applicant(s) for a Patent in connection with the preparation, filing, prosecution, issuance, re-issuance, re-examination, interference, and/or maintenance of applications for patent rights a Patent, and (b) an the administrative fee/ official fees in the amount actually incurred in the course of activities conducted pursuant to obtain a Patent.
Patent rights	All rights associated with any and all issued and unexpired patents and pending patent applications in any country in the world, together with any and all divisional, continuations, continuations-in-part, reissues, re-examinations, extensions, foreign counterparts or equivalents of any of the foregoing, wherever and whenever existing.
Portal	EU Funding & Tenders Portal; electronic portal and exchange system managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding programmes (grants, procurements, prizes, etc.).
Process	Production process, distribution method or supporting activity that was implemented within an organisation
Product	Good or service introduced to the market or to the company/organisation that is new or significantly improved in its capabilities, usability, components or sub-systems. Goods include packaged & downloadable software/music/film.
Product sales	Included in the exploitation plan as a possible route for exploitation: Sell your IP results, take the money and (usually) forget about it. (Usually it applies to granted patents).
Proprietary licence	Included in the exploitation plan as a possible route for exploitation: Give others the right to use your results under certain agreed terms and conditions.



Proprietary software	refers to any computer software that is owned by an individual or a company and cannot be copied, used, modified or distributed by the others without having permission of its owner; its source code is almost always kept secret.
Prototype	A prototype is an early sample, model, or release of a product that is built to test a concept or process.
Purchases	Contracts for goods, works or services needed to carry out the action (e.g. equipment, consumables and supplies) but which are not part of the action task.

R

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.
Results	Results means any tangible (e.g., prototypes) or intangible output (e.g., know how, formulas) of the action, such as data, knowledge, and information whatever their form or nature, whether or not they can be protected, which are generated in the action as well as any attached rights, including intellectual property rights.

S

SC Topography	Semiconductor topography is an IPR. For more information visit https://eur-lex.europa.eu/EN/legal-content/summary/legal-protection-topographies-of-semiconductor-products.html
Software	Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression. • “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 program. • “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. • “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. • “Application Programming Interface” 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.
Specific / Grant Agreement (SGA/GA)	Is a contract concluded between the European Union or a funding organisation and the beneficiary (or beneficiaries) that have been successfully evaluated in the proposal stage of FP7/Horizon 2020/Horizon Europe. Under this agreement, the beneficiary is awarded a grant and commits to a set of rights and obligations.
Spin – off	A new, separate and independent company created from an existing company or organisation. The creation of spin-off is also one of the technology transfer mechanisms through which knowledge and/or intellectual property are transferred and commercially exploited.
Subcontracting	Contracts for goods, works or services that are part of the action tasks.
Sui Generis	IP Database protection, for more information visit https://europa.eu/youreurope/business/running-business/intellectual-property/database-protection/index_en.htm
System	Refers to computer systems, which consist of hardware and software. A computer system requires both hardware and software to function.
System software	System software is any software that assists with the running or management of the computer system. This can include operating systems, security software and file management software.

T

Third Party	Any natural or juridical person, such as any corporation, company, association, partnership, estate, trust, organization, business or government or agency or political subdivision thereof, other than the Parties.
Trade Mark	A trade mark is a sign used to distinguish the goods and services of one company from those of others in the market. A trade mark will grant you the exclusive right to use that particular sign in relation to certain categories of goods and services. Trade marks can consist of words, names, phrases, symbols, designs, images, distinctive features or a combination of these elements that can be represented graphically. It has to be noted that the list of signs or elements that can be considered as trade marks in Europe (for example 3D shapes, colours, scents, holographic images) may vary from country to country. A trade mark can make a substantial difference with regard to a company's market success. A good trade mark is a distinctive and yet memorable one.
Trade Mark (EU)	may consist of any signs, in particular words, including personal names, or designs, letter, numerals, colours, the shape of goods or their packaging, or sounds, provided that such signs are capable of distinguishing the goods or services of one undertaking from those of



	other undertakings and of being represented clearly and precisely on the register.
Trade Name	A name used to identify a business, as distinguished from a trade mark which identifies goods or services as produced or marketed by a particular undertaking. A trade name does not have to be identical with the corporate/legal name entered in a commercial register.
Trade Secret	Refers to information which meets the following requirements: 1 - it is secret, meaning 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; 2 - it has commercial value because it is secret; and 3 - it has been subject to reasonable steps under the circumstances, by the person in control of the information, to keep it secret. A trade secret is information or know-how developed in the context of business or trade, which meets the following requirements: it is secret – in the sense that it is not generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question, it has commercial value because it is secret, and it has been subject to reasonable steps to keep it secret. Trade secrets are a valuable resource for many companies whose assets may, for instance, not be patentable and yet have a great commercial value. They can also be used as an alternative to patenting in order to avoid the disclosure that comes with publication. There is no term of expiration for a trade secret: as long as it is duly kept in confidence, a trade secret will be protected and enforceable by its holder. The modalities of enforcement of trade secrets may however vary depending on the legal system.
TRL	The point of reference for determining the development or maturity of a research and its readiness for the market uptake and potential investments. Where a topic description refers to a TRL, the following definitions apply, unless otherwise specified: 1 - basic principles observed 2 - technology concept formulated 3 - experimental proof of concept 4 - technology validated in lab 5 - technology validated in relevant environment (industrially relevant environment in the case of key enabling technologies) 6 - technology demonstrated in relevant environment (industrially relevant environment in the case of key enabling technologies)



	7 - system prototype demonstration in operational environment 8 - system complete and qualified 9 - actual system proven in operational environment (competitive manufacturing in the case of key enabling technologies; or in space)
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U

Use	Direct or indirect utilisation of foreground in further research activities other than those covered by the project, as well as for developing, creating and marketing a product or process or for creating and providing a service (using the results commercially or in industry).
Utility Model	Like an innovation patent, a utility model provides its owner with a monopoly right over an invention, this is the right to prevent others from exploiting the claimed invention without the owner's consent. Utility models are sometimes referred to as "short-term patents", "utility innovations" or "innovation patents". Utility models are territorial, i.e. the right can be enforced only within the country in which a utility model is granted. Generally speaking, utility models are used for protecting those inventions that involve small improvements or adaptations of already existing products. They are also useful for products that have a short commercial life due to the lower registration costs compared to patents. It is difficult to define a utility model, since it may vary from one country to another. The differences may concern for instance the protection term (6 to 10 years) or the registration process. Many countries allow the conversion of a patent application into a utility model application. However, in some countries there is a time limit for doing so. If a patent application is refused, some countries allow the patent application to be converted into a utility model within a certain period after the refusal.

V

Virtual prototype	Is a software-based engineering discipline which involves modelling a system, simulating and visualising its behaviour under real-world operating conditions, and refining its design through an iterative process
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W

WIPO Intellectual Organization)	(World Property	Is an agency of the United Nations that functions as a global forum for IP, providing several services including arbitration and mediation (e.g. domain names disputes), international registration systems for patents, trademarks, designs and appellations of origin), policy discussion, technical infrastructure, cooperation programs and
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	information on intellectual property. WIPO administers 26 treaties and occupies a prominent role in the global IP landscape.
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12.2 Appendix B – Referred Articles

GANANA Grant Agreement (GA)

ARTICLE 13 – CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation



(c) the disclosure of the sensitive information is required by EU, international or national law.

Specific confidentiality rules (if any) are set out in Annex 5.

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444 and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in [Annex 5](#).

13.3 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.

ARTICLE 15 – DATA PROTECTION

15.1 Data processing by the granting authority

Any personal data under the Agreement will be processed under the responsibility of the data controller of the granting authority in accordance with and for the purposes set out in the Portal Privacy Statement.



For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725³.

15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679⁴).

They must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

The beneficiaries may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiaries must ensure that the personnel is under a confidentiality obligation.

The beneficiaries must inform the persons whose data are transferred to the granting authority and provide them with the Portal Privacy Statement.

15.3 Consequences of non-compliance

³ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

⁴ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).



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.

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 and
- (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 the EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



**Funded by
the European Union**



**Co-funded by
the European Union**



**Funded by
the European Union**



**Co-funded by
the European Union**

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 5 Specific Rules on IPR

INTELLECTUAL PROPERTY RIGHTS (IPR) BACKGROUND AND RESULTS – ACCESS RIGHTS AND RIGHTS OF USE (– ARTICLE 16) (all Programmes except HE, RFCS, DEP, EDF)

List of background

The beneficiaries must, where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, establish a list of these pre-existing industrial and intellectual property rights, specifying the rights owners.

The coordinator must – before starting the action – submit this list to the granting authority.

OPTION for programmes with rights of use not only on communication material, but also on results: Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- 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)
- distribution to the public in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- editing or redrafting (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements or insert other as appropriate) extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- translation (including inserting subtitles/dubbing) in English, French, German all official languages of EU list other languages as appropriate
- storage in paper, electronic or other form
- archiving in line with applicable document-management rules



- the right to authorise third parties to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision in Points ...
- processing, analysing, aggregating the results and producing derivative works
- disseminating the results in widely accessible databases or indexes (such as through 'open access' or 'open data' portals or similar repositories), whether free of charge or not
- insert additional option.

The beneficiaries must ensure these rights of use for a period for the whole duration they are protected by industrial or intellectual property rights during the action.

If results 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).

INTELLECTUAL PROPERTY RIGHTS (IPR) – BACKGROUND AND RESULTS – ACCESS RIGHTS AND RIGHTS OF USE (ARTICLE 16) (DEP, EDF)

OPTION for programmes with specific IPR rules:

[List of background – Background free from restrictions](#)

The beneficiaries must, where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, establish a list of these pre-existing industrial and intellectual property rights, specifying the rights owners.

The coordinator must – before starting the action – submit this list to the granting authority.

Where the call conditions restrict participation or control due to security or EU strategic autonomy 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 results (i.e. would make the results subject to control or restrictions) must not be used and must be explicitly excluded in the list of background – unless otherwise agreed with the granting authority.

[Results free from restrictions](#)

Where the call conditions restrict participation or control due to security or EU strategic autonomy reasons, the beneficiaries must ensure that the results of the action are not



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 – unless otherwise agreed with the granting authority.

Ownership of results

Results are owned by the beneficiaries that generate them (unless the consortium agreement specifies another ownership regime).

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.

Protection of results

The beneficiaries 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, legitimate interests of the other beneficiaries and any other legitimate interests.

Exploitation of results

Beneficiaries 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.

Where the call conditions restrict participation or control due to security or EU strategic autonomy reasons (and unless otherwise agreed with the granting authority), the beneficiaries must produce a significant amount of products, services or processes that incorporate results of the action or that are produced through the use of results of the action in the eligible countries or target countries set out in the call conditions.

Where the call conditions impose moreover a first exploitation obligation, the first exploitation must also take place in the eligible countries or target countries set out in the call conditions.



The beneficiaries must ensure that these obligations also apply to their affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors and recipients of financial support to third parties.

Transfers and licensing of results

Where the call conditions restrict participation or control due to security or EU strategic autonomy 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 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 security interests or EU strategic autonomy.

The granting authority may request additional information.

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

Access rights – Additional rights of use

Rights of use of the granting authority on results for information, communication, publicity and dissemination purposes

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- 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)



- distribution to the public in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- editing or redrafting (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements or insert other as appropriate) extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- translation (including inserting subtitles/dubbing) in English, French, German all official languages of EU list other languages as appropriate
- storage in paper, electronic or other form
- archiving in line with applicable document-management rules
- the right to authorise third parties to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision in Points
- processing, analysing, aggregating the results and producing derivative works
- disseminating the results in widely accessible databases or indexes (such as through 'open access' or 'open data' portals or similar repositories), whether free of charge or not
- insert additional option.

The beneficiaries must ensure these rights of use for a period of ...for the whole duration they are protected by industrial or intellectual property rights during the action.

If results 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).

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

The beneficiaries must grant access to their results — on a royalty-free basis — to the granting authority, other EU institutions, bodies, offices or agencies, for developing, implementing and monitoring EU policies or programmes. Such access does not extend to beneficiaries' background.

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

The access rights also extend to national authorities of EU Member States or associated countries, 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 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 to results in case of a public emergency

If requested by the granting authority in case of a public emergency, the beneficiaries must grant non exclusive, world-wide licences to third parties – under fair and reasonable conditions – to use the results to address the public emergency.

Access rights for third parties to ensure continuity and interoperability

Where the call conditions impose continuity or interoperability obligations, the beneficiaries must make the materials, documents and information and results produced in the framework of the action available to the public (freely accessible on the Internet under open licences or open source licences).

Access rights for national authorities to the special report for use by/for armed forces or security or intelligence forces

For Research Actions, the beneficiaries must grant access to the special report – on a royalty-free basis – to national authorities of EU Member States or associated countries for use by/for their armed forces or security or intelligence forces (including in the framework of cooperative programmes).

‘Special report’ means the specific deliverable summarising the results of a research project and providing information on the basic principles, aims, outcomes, basic properties, tests performed, potential benefits, potential defence applications and expected exploitation path of the research towards development. It may also include information on the ownership of IPRs.

Access to the special report will be granted by the granting authority, after having ensured that appropriate confidentiality obligations are in place.

Access rights for third parties to further develop results

For Research Actions, the beneficiaries must grant access – on a royalty-free basis – to results which are necessary for the execution of other EU grants or contracts between national authorities of two or more EU



Member States or associated countries and one or more beneficiaries, to further develop together results generated by the action.

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

INTELLECTUAL PROPERTY RIGHTS (IPR) – BACKGROUND AND RESULTS – ACCESS RIGHTS AND RIGHTS OF USE (ARTICLE 16)

Scope of the obligations

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

Agreement on background – Background free from restrictions

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 in the agreement on background – unless otherwise agreed with the granting authority.

Results free from restrictions

Where the call conditions restrict control due to strategic interests reasons, the beneficiaries must ensure that the results of the action are not 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 – 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 sublicense), if the other joint owners are given:

- at least 45 days advance notice and
- fair and reasonable compensation.

The joint owners may agree –in writing –to apply another regime than joint ownership.

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 or licensee 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.

Specific rules for PCP and PPI procurements

When implementing procurements in Pre-commercial Procurement (PCP) or Public Procurement of Innovative Solution (PPI) actions, the beneficiaries must respect the following conditions:

- avoid any conflict of interest and comply with the principles of transparency, non-discrimination, equal treatment, sound financial management, proportionality and competition rules
- assign the ownership of the intellectual property rights under the contracts to the contractors (for PPI procurements: unless there are exceptional overriding public interests which are duly justified in Annex 1), with the right of the buyers to access results –on a royalty-free basis–for their own use and to grant (or to require the contractors to grant) non-exclusive licences to third parties to exploit the results for them –under fair and reasonable conditions –without any right to sub-license
- allow for all communications to be made in English (and any additional languages chosen by the beneficiaries)
- ensure that prior information notices, contract notices and contract award notices contain information on the EU funding and a disclaimer that the EU is not participating as contracting authority in the procurement
- allow for the award of multiple procurement contracts within the same procedure (multiple sourcing)
- for procurements involving classified information: apply the security rules set out in Annex 5 mutatis mutandis to the contractors and the background and results of the contracts



- where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons: apply the restrictions set out in Annex 5 mutatis mutandis to the contractors and the results under the contracts
- where the call conditions impose a place of performance obligation: ensure that the part of the activities that is subject to the place of performance obligation is performed in the eligible countries or target countries set out in the call conditions
- to ensure reciprocal level of market access: where the WTO Government Procurement Agreement (GPA) does not apply, ensure that the participation in tendering procedures is open on equal terms to bidders from EU Member States and all countries with which the EU has an agreement in the field of public procurement under the conditions laid down in that agreement, including all Horizon Europe associated countries. Where the WTO GPA applies, ensure that tendering procedures are also open to bidders from states that have ratified this agreement, under the conditions laid down therein.



GANANA Consortium Agreement (CA)

4. Responsibilities of Parties

4.4. Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

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

5. Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control as identified in Attachment 4) exercising its Access Rights.

8. Results

8.1 Ownership of Results

Results are owned by the Party that generates them or, where applicable, by the Party's employee responsible for their creation.

If and to the extent that, under applicable legal provisions, it is not the Party but its employees who become owners of the Results (or a share in such Results), the Party



concerned shall have appropriate contractual arrangements in place with its employees. Furthermore, the Party warrants that all the obligations related to Results, Access Rights or other rights of any Party (e.g. resulting from section 8.2 and 8.3) to this Consortium Agreement shall not be affected. The Party above is responsible for compliance and enforcement at its costs and expense and it shall indemnify the other Parties for any negative event, damages or loss that may derive from a breach of this clause.

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 and after months from the generation of the jointly owned Results, while there is not a joint ownership agreement:

- each of the joint owners shall be entitled to use their jointly owned Results for noncommercial 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.

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 formal notice to the other Parties. However, approval of the Project Management Board 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

Subject to third parties' rights and/or any other legal or contractual limitations defined in Attachment 1, 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 Needed for Exploitation 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 Project Management Board to terminate its participation in the consortium.



9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the 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

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Open Source Software (hereinafter referred to as "OSS") within the meaning of this Consortium Agreement is software that falls under the definition of the Open Source Initiative (<https://opensource.org/osd>) at the time the contract is concluded.

The Party who uses OSS components in the performance of the work to be carried out by it under this Consortium Agreement, which become part of its Results, shall inform the other Parties of their use and communicate the applicable OSS licence conditions.

If a Party in the work to be performed under this Consortium Agreement uses OSS components with copyleft effect, which become part of the joint Results, it shall also inform the other Parties of the nature of their use and the licence conditions specified by the licensor, including any licence fee.

Licence conditions of the OSS used/provided take precedence over the other provisions regarding Results in this Consortium Agreement.

10. Non-disclosure of information

10.1



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

10.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority, but in any case no longer than 10 years from the date received:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on written request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

10.3

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4

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



- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party as evidenced by its written record or evidence of sufficient proof.
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the disclosure of the Confidential Information is in compliance with mandatory applicable laws or regulations or with a court or administrative order.

10.5

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

10.6

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7

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

11. Miscellaneous

11.8 Settlement of disputes



The Parties shall endeavour to settle their disputes amicably.

WIPO Mediation Followed, in the Absence of a Settlement, by WIPO Expedited Arbitration.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction