



# EUCISE2020 IPR STRATEGY

## Intellectual Property Rights (IPR) Rules Definition and Provisions (*part of deliverable D 5.1 of Task 5.2*)

### 1. Preamble

In the European Seventh Framework Program, the general principle regulating IPRs ownership is that the project's results ("*foreground*") belong to the beneficiary(ies) generating it.

The simplicity of this principle hides important issues such as the one at stake, i.e. how to consider and regulate in terms of IPRs the tenderers' contributions to foreground.

This is a major issue for the definition of EUCISE2020 IPR Strategy since there are several options and the consequences arising from the different solutions may impact the successful implementation of the project.

The allocation of IPR will also impact the standardisation process foreseen in the EUCISE 2020 project.

### 2. Programme of work

The work conducted by the EUCISE2020 Consortium to define the IPR Strategy proceeded along the following steps:

*First step: Identify the expected results of the project* (work conducted in collaboration with WP3, WP4 and WP5)

*Second step: Identify the authors of the project's results* (differentiate between the results generated by the project beneficiaries and the winning tenderers)

*Third step: Define the allocation of IPRs on the project's results* (taking into account the scope of the project, i.e. the creation of an effective information sharing environment among public authorities)

#### **2.1. First step: *Identify the expected results of EUCISE2020***

At that stage of the project and on the basis of the relevant documentation and the work carried out until then, the following results were identified:

- Preliminary design of the Information Sharing Environment
- Data model for information exchange
- Detailed design of the Information Sharing Environment
- Infrastructure/Platform for data exchange (software)
- Core, common and advanced services

The definition of the different classes of services derives from the deliverable of WP4, EUCISE2020\_D4.1 *Needs Analysis*:





- *“Core Services: services devoted to the implementation of CISE gateways that, accordingly to the Hybrid Vision architecture, are the component which will ensure the connection of each partner, or group of them, to the EUCISE2020 network.*
- *Common Services: devoted to the exploitation of entities within the CISE network following the EU CISE 2020 business rules.*
- *Advanced Services: consisting on optional added value services proposed by each EU CISE 2020 community of interest. It is the prerogative of Member States to decide the implementation of nodes or not”.*

## 2.2. Second step: Identify the authors of the project’s results

Foreground generated in the project will be the result of the activities carried out, on the one side, by the EUCISE2020 partners, and, on the other side, by the winning tenderers.

In summary, the project’s results are differentiated in the following way:

<b>Foreground generated by the EUCISE2020 Consortium</b>	<b>Foreground generated by the winning tenderers</b>
<i>Preliminary design of the project</i> ↓ WP3 – Users Requirements, Governance Model WP4 – Needs Analysis, Validation Strategy, Technical Specifications, System Security requirements WP5 – Standards Definitions	<i>Detailed design of the project</i>
<i>Data model for data/information exchange</i>	<i>Infrastructure/Platform for data exchange (software)</i>
	<i>Core, common and advanced services (software)</i>

## 2.3. Third step: Define the allocation of IPRs on the project’s results

Once identified the results of the projects and their contributors, the following step aims at defining the allocation of the IPRs between the EUCISE2020 beneficiaries and the winning tenderers.

With regard to the foreground generated solely by the EUCISE2020 beneficiaries, the solution is straightforward: foreground will be jointly owned by the participants generating it. Participants should agree among themselves on the terms of



exercising the joint ownership of the foreground, typically by incorporating appropriate provisions in their CA.

As regards the foreground generated with the contribution of the winning tenderers, there are different possible solutions, each with advantages and disadvantages.

- *First solution: Ownership with the EUCISE2020 beneficiaries*

This solution has the advantage to avoid the risk to be tied to the winning tenderers for the future use and dissemination of the project's results. Furthermore this solution appears to be compatible with the expected standardisation process to be launched at the end of the project.

There are however certain disadvantages in terms of innovation and costs, i.e. less incentives to innovate for tenderers and higher costs for public authorities claiming full ownership of the results.

- *Second solution: Ownership with the developing tenderers*

This solution overcomes the disadvantages in terms of innovation and costs, but it bears the serious risk for public authorities to be tied to the winning tenderers for the future implementation of the project (*inter alia* tenderers may request a high remuneration for the use by the public authorities of the results owned by them).

- *Third solution: Sharing the IPRs*

The two above-mentioned solutions – ownership with the public authorities and ownership with the developing tenderers – both have potential negative effects for public authorities, such as the risk to be tied to the tenderers or to overpay for the innovation.

These disadvantages could be overcome by dividing or sharing the IPRs.

The sharing aims at ensuring that public authorities can freely use and disseminate the foreground (in accordance with their obligations under the GA), while leaving to the developers companies the opportunity to commercialise and exploit the foreground. In this way, on the one side, public authorities are protected from the risk to be tied to the companies and, on the other side, tenderers are strongly motivated to generate innovations.

The solution for sharing IPRs is licensing. A license is an agreement between the holder of the IPR (*"the licensor"*) and a second party (*"the licensee"*), characterised by the fact that the licensor remains the owner of the IPR.

The terms under which the licensee can use the IPR may contain a wide range of conditions such as the timeframe within which the licence is valid, the conditions for renewal, the geographic area or the sectorial market in which the license applies.

This results in multiple types of licences, such as exclusive or non-exclusive license (depending if the right to use the IPRs is given only to the licensee or to multiple licensees), or open licence (a licence will be provided to anybody that requests it, for free or under fair and reasonable conditions).



### **3. Sharing the IPRs on the foreground generated with the contribution of the tenderers.**

As anticipated above, a possible solution to overcome the disadvantages previously discussed is to divide or share the IPRs on the project's results generated with the contribution of the winning tenderers.

In order to do so, it is advisable to identify different IPRs regimes according to the nature of the foreground generated by the project.

In such analysis two parameters are taken into account:

- The importance of the results for achieving the purpose of EUCISE2020 (i.e. the creation of an effective information sharing environment among public authorities, and, in addition, the standardization of the results after the completion of the project);
- The costs of the results in case the IPRs remain with the EUCISE2020 beneficiaries compared to the costs in case the IPRs are assigned to the winning tenderers.

On the basis of this analysis, the allocation of IPRs has been defined.

### **4. Recommended IPR strategy for the European Common CISE Tender (in accordance with Consortium Agreement, para 5.2.1)**

#### ***4.1. IPRs on the infrastructure/platform for data exchange (software) and on the core and common services.***

Since the accessibility and usability of the platform is essential for the success of the project, public authorities should retain ownership on the IPRs related to the developed software and to the core and common services (the latter are fundamental for the functioning of the system and for the actual sharing of data/information among the public authorities).

This solution would take into due account the contribution of the EUCISE2020 beneficiaries themselves to the creation of the infrastructure, with special regard to the definition of the preliminary design and data model and the payment of the development costs. In addition, this solution will enable the expected standardisation process (to be promoted at the end of the project) for creating a model of information sharing applicable to the different maritime sectors. To this end, the EUCISE 2020 Consortium will share its IPRs with the European Commission at no cost.

At the same time, the risks of reduced innovation efforts from the tenderers and the risk to overpay the latter can be limited by assigning to tenderers a licence for the commercialisation and exploitation of the software developed for the core and common services. This licence should be limited to the territories outside the EEA, and/or to markets different from maritime surveillance (health care, transportation). Specific conditions under which tenderers will be allowed to use the platform should be established, in order to ensure that it will not be hampered the possible further





development of CISE, especially with regard to the connection of the system with third countries and/or the reuse of the results for other policy purposes.

In order to enable an effective ownership of the core and common services, the winning tenderer will have to provide the EUCISE 2020 Consortium and the European Commission with full specification documents, software source code and supporting documentation related to the core and common services.

#### **4.2. IPRs on the advanced services.**

In principle, the IPRs on the advanced services should be assigned to the tenderers. In this way, in addition to the agreed compensation for their work, tenderers would be able to commercialise, exploit and continue to innovate the developed services. This solution is based on the assumption that the EUCISE2020 beneficiaries will bear only the costs for the adaptation of the advanced services to the EUCISE2020 requirements.

On the other hand, tenderers shall undertake to grant the public authorities of EUCISE2020 and the European Commission a free and non-exclusive licence to use these services for the purposes of the project and to sub-licence them to other public authorities.

Nevertheless, EUCISE2020 beneficiaries may retain ownership on individual advanced services specifically identified by them and for which the developments costs will be borne in whole or in part by the EUCISE2020 beneficiaries.

As to the future development and maintenance of the foreground, tenders should provide for a specific obligation of the tenderers to further develop and maintain the infrastructure for data exchange and the related services.

For any developments the same IPRs regimes and allocation of costs should apply, as indicated in the preceding paragraphs.

### **5. IPR services allocation**

Following the IPR strategy as laid down in the previous paragraph, Table 1. “*IPR services allocation*” shows how the IPR for the various services are assigned to either the Industry or the EUCISE2020 Consortium

#### **LOT 1**

**Lot Title: R&D Services for the Implementation and the pre-operational validation of EUCISE 2020 cross-sector and cross-border inter-regional wide network (core, common and advanced services)**

The IPRs generated under LOT 1 of the Contract which relate to the **Core and Common Services** listed in Table 1.5.1. “*IPR services allocation*” shall be the property of the EUCISE 2020 Consortium.

As an exception to the above, the IPRs on some identified *Core Services* listed in the Table below shall not be assigned to the EUCISE 2020 Consortium, since they are open source solutions already available on the market.





The IPRs generated under LOT 1 of the Contract which relate to the **Advanced Services** listed in Table 1.5.1. “*IPR services allocation*” shall be the property of the Contractor.

In this case, the EUCISE 2020 Consortium and the European Commission shall be granted with a world-wide, royalty-free, non-exclusive and irrevocable licence to use the advanced services for the purposes of the EUCISE 2020 Project, as well as with the right to grant, or require the Contractor to agree to grant, non-exclusive licenses to third parties under fair, reasonable and non-discriminatory terms and conditions.

## LOT 2

### Lot Title: Validation of Innovative R&D services in the EU CISE 2020 inter-regional wide network

The **Innovative Services** demonstrated under LOT 2 of the Contract shall be the property of the Contractor/s generating it/them; this solution is based on the assumption that the EUCISE2020 Consortium will pay only for the demonstration of the functionalities of the innovative R&D services, without paying their development costs.

Table 1. IPR services allocation

ID	DEFINITION	Industry IPR	EUCISE2020 IPR
<b>LOT 1</b>	<b>CORE SERVICES</b>		
SRV 1.1	Network and Communication Security	Open source solution	
SRV 1.2	Application Security Services	0%	100%
SRV 1.2.1	Authentication	0%	100%
SRV 1.2.2	Authorization	0%	100%
SRV 1.2.3	Identification	0%	100%
SRV 1.3	Auditing Services	Open source solution	
SRV 1.3.1	Logging	Open source solution	
SRV 1.3.2	Monitoring	Open source solution	
SRV 1.3.3	Accounting	Open source solution	
SRV 1.4	Collaborative Services	Open source solution	
<b>LOT 1</b>	<b>COMMON SERVICES</b>		
SRV 2.1	ActionService	0%	100%
SRV 2.2	AgentAgentService	0%	100%



SRV 2.3	AgentCargoService	0%	100%
SRV 2.4	AgentDocumentService	0%	100%
SRV 2.5	AgentEventService	0%	100%
SRV 2.6	AgentLocationService	0%	100%
SRV 2.7	AgentRiskService	0%	100%
SRV 2.8	AgentService	0%	100%
SRV 2.9	AgentVehicleService	0%	100%
SRV 2.10	AircraftService	0%	100%
SRV 2.11	AnomalyService	0%	100%
SRV 2.12	CargoDocumentService	0%	100%
SRV 2.13	CargoEventService	0%	100%
SRV 2.14	CargoLocationService	0%	100%
SRV 2.15	CargoRiskService	0%	100%
SRV 2.16	CargoService	0%	100%
SRV 2.17	CargoUnitService	0%	100%
SRV 2.18	CatchService	0%	100%
SRV 2.19	CrisisIncidentService	0%	100%
SRV 2.20	DocumentService	0%	100%
SRV 2.21	EventDocumentService	0%	100%
SRV 2.22	EventEventService	0%	100%
SRV 2.23	EventLocationService	0%	100%
SRV 2.24	EventRiskService	0%	100%
SRV 2.25	IncidentService	0%	100%
SRV 2.26	IrregularMigrationIncidentService	0%	100%
SRV 2.27	LandVehicleService	0%	100%
SRV 2.28	LawInfringementIncidentService	0%	100%
SRV 2.29	LocationService	0%	100%
SRV 2.30	MaritimeSafetyIncidentService	0%	100%
SRV 2.31	MeteoOceanographicObservationService	0%	100%
SRV 2.32	MovementService	0%	100%
SRV 2.33	OperationalAssetService	0%	100%
SRV 2.34	OrganizationService	0%	100%



SRV 2.35	PersonService	0%	100%
SRV 2.36	RiskDocumentService	0%	100%
SRV 2.37	RiskLocationService	0%	100%
SRV 2.38	RiskService	0%	100%
SRV 2.39	VehicleCargoService	0%	100%
SRV 2.40	VehicleDocumentService	0%	100%
SRV 2.41	VehicleEventService	0%	100%
SRV 2.42	VehicleLocationService	0%	100%
SRV 2.43	VehicleRiskService	0%	100%
SRV 2.44	VesselService	0%	100%
<b>LOT 1</b>	<b>ADVANCED SERVICES</b>		
SRV 3.1	Light-Client	100%	0%
SRV 3.2	Fusion	100%	0%
SRV 3.3	Association	100%	0%
SRV 3.4	Distribution Manager	100%	0%
SRV 3.5	Administration Console	100%	0%
<b>LOT 2</b>	<b>INNOVATIVE SERVICES</b>		
SRV 4.1	Big data Analytics	100%	0%
SRV 4.2	Entity Fusion	100%	0%
SRV 4.3	Plan Mission	100%	0%
SRV 4.4	Satellites services for maritime surveillance and communications.	100%	0%