



SiEU Green
Sino-European innovative green
and smart cities

Sino-European Innovative Green and Smart Cities

Deliverable 4.1

D4.1 Partner agreement on IPR and MOU– A Guideline

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Disclaimer

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SiEUGreen

The project has received funding from the European Union's Horizon 2020 Research, and Innovation programme, under grant Agreement N 774233 and from the Chinese Ministry of Science and Technology.

Throughout SiEUGreen's implementation, EU and China will share technologies and experiences, thus contributing to the future developments of urban agriculture and urban resilience in both continents.

The project SiEUGreen aspires to enhance the EU-China cooperation in promoting urban agriculture for food security, resource efficiency and smart, resilient cities.

The project contributes to the preparation, deployment and evaluation of showcases in 5 selected European and Chinese urban and peri-urban areas: a previous hospital site in Norway, community gardens in Denmark, previously unused municipal areas with dense refugee population in Turkey, big urban community farms in Beijing and new green urban development in Changsha Central China.

A sustainable business model allowing SiEUGreen to live beyond the project period is planned by joining forces of private investors, governmental policy makers, communities of citizens, academia and technology providers.



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Technical References

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Project Title:	Sino-European Innovative Green and Smart Cities
Project Coordinator:	Prof. Dr. Petter D. Jenssen, NMBU Phone: +4791377360 Email: petter.jenssen@nmbu.no
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Lead partner:	2 - NIBIO
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¹ **PU** = Public

PP = Restricted to other programme participants (including the Commission Services)

RE = Restricted to a group specified by the consortium (including the Commission Services)



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CO = Confidential, only for members of the consortium (including the Commission Services)

Document History			
Version	Date	Author - Partner	Summary of Changes
1.0	01/09/2018	NIBIO	Initial Draft
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Executive Summary

Based on discussions within the SiEuGreen project and on the Executive Board, this deliverable has been altered somewhat to fit the real needs of the consortium. All partners in the SiEuGreen project has signed the consortium agreement (CA), and are bound by IPR regulations therein and the EU regulations in the General Grant Agreement by which it refers to. This document is therefore a guideline that aims to bring to the surface the agreed upon and signed IPR regulations.

The most important part of IPR laws and regulations, is that the consortium partners share their knowledge and protect IP in a way that ensure the best possible outcomes to society (internationally) – and according to project goals.



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A guideline for IPR issues in the SiEUGreen partner consortium

- *On the sharing and transferring of knowledge and technology, knowledge accumulated and experiences acquired from the Project.*

Subject of the guideline:

A Consortium Agreement (CA) has been entered into between partners in the EU-China H2020 SiEUGreen project (Project). The Project Coordinator, NMBU has signed the Grant Agreement on behalf of a consortium, consisting of 18 European and Chinese partners.

In contractual terms, the provisions of the signed Grant Agreement, will intentionally affect all the consortium's partners. The Consortium Agreement has references to the Grant Agreement. In the event of any contradiction between the provisions of the Grant Agreement and those of the Consortium Agreement, the Grant Agreement shall have priority. Grant Agreement definitions shall have its defined meaning within the Consortium Agreement, unless the Consortium Agreement itself provides specific definitions.

The Project is, as regards the Chinese partners' research grants, funded by Ministry of Science and Technology.

Recognizing that Chinese partners to the Consortium Agreement must relate to additional obligations through their Chinese Grant Agreements, these partners will, just as other project partners, need to write IPR agreements in the event of joint inventions, in order to confirm and hopefully clarify the Parties' obligations and rights, especially regarding Background and Results. This document acts as a Guideline for dealing with IPR questions.



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Definitions

The parties confirm the definitions of “Background” and “Results” for the Consortium Agreement are equal to those of the Grant Agreement.

The definitions are as follows:

“Background” means any data, know-how or information – whatever its form or nature (tangible or intangible), including any rights that:

- a) Is held by the beneficiaries before they accede to the Agreement, and
- b) is needed to implement the action or exploit the results.

“Results” means any tangible or intangible) output of the action such as data, knowledge or information – whatever its form or nature, whether it can be protected or not - that is generated in the action, as well as any rights attached to it, including intellectual property rights.

Rights and obligations related to Background and Results

Agreement on Background

The parties must identify (in writing) the Background for the action.

Attachment 1 to the Consortium Agreement will show the individual Partner’s Background, brought to the Project at the time of signature of the Consortium Agreement.

Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. Approval of the General Assembly is needed should a Party



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wish to modify or withdraw its Background (CA article 9.1.2).

Access rights to Background

Access rights to Background are regulated under the provisions found in CA article 9. The Parties will hereby highlight the main rules of the Consortium Agreement on this topic, and add a clarification.

The Parties will have to make requests for access rights to Background. The requests shall be made in writing. (CA article 9.2).

Background needed for the performance of own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background according to the CA attachment 1. (CA article 9.2).

Background needed for exploitation of a Party's own results shall be granted on fair and reasonable conditions. (CA article 9.4).

“Fair and reasonable conditions” means 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 background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged. (Grant Agreement article 25)

Agreement on Results

Results are owned by the party that generates them. (CA article 8.1)

Joint ownership

Two or more beneficiaries own results jointly if:



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(a) they have jointly generated them and

(b) it is not possible to:

(i) establish the respective contribution of each beneficiary, or

(ii) 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.

Once the results have been generated, joint owners may agree (in writing) to apply another regime than joint ownership (such as, for instance, transfer to a single owner (see Article 30) with access rights for the others).

Dissemination of Results

Unless it goes against their legitimate interests, the parties must — as soon as possible — 'disseminate' its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication.

Any objection to the planned publication shall be made in writing to the Consortium 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.



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Transfer of Results are regulated under the provisions found in CA article 8.3.

The parties add the following clarification related to transfer of results:

Each Party may transfer ownership of its own Results (CA article 8.3.1)

If transferring ownership the Parties must ensure that its obligations related to joint ownership and access rights also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer. (Grant Agreement article 30)

If third parties (including personnel) may claim rights to the results, the beneficiary concerned must ensure that it complies with its obligations under the Agreement. If a third party generates results, the beneficiary concerned must obtain all necessary rights (transfer, licenses or other) from the third party, in order to be able to respect its obligations as if those results were generated by the beneficiary itself. If obtaining the rights is impossible, the beneficiary must refrain from using the third party to generate the results. (Grant Agreement article 26.3)

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