SoCaTel

A multi-stakeholder co-creation platform for better access to Long-Term Care services

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IPR Agreement

By EVERIS

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Project acronym: SoCaTel
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WP8, D8.2 IPR Agreement

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EXECUTIVE SUMMARY

The deliverable D8.2 of Work Package 8 concerns the rights over the intellectual property generated during the course of the SoCaTel project and its exploitation.

Project results were identified by the consortium partners, to be accorded intellectual property protection, in accordance with the European Commission's guidelines. In line with Article 26.1 of the SoCaTel Grant Agreement, partners, who created the assets, have ownership rights over them. Thus, the partners are required to choose the appropriate license under which the assets would be released when the project finishes.

Everis conducted an analysis of the project assets, available open source licenses, and assisted the partners in choosing of licenses. An evaluation of the different licenses took place, with the choices having been narrowed down to Apache License v2, GPL v3, or CC0. The use of the Apache License v2 was agreed upon by the owners for all the technical project results, to avoid potential compatibility issues in the future. The owners, their assets, and the chosen licenses have been formally acknowledged in an Ownership Agreement, discussed in section 4 and displayed in Annex 7.1.

Furthermore, Article 28.1 of the SoCaTel Grant Agreement requires owners to take measures to ensure the exploitation of their results for up to four years after the end of the project. In order to ensure this, an Exploitation Rights Agreement has been drafted, detailing the terms under which the results would be exploited, which is available in Annex 7.2. The Section 5 presents a brief overview of this Agreement. Finally, the conclusion closes the document with the complete summation of the most important aspects of the deliverable.
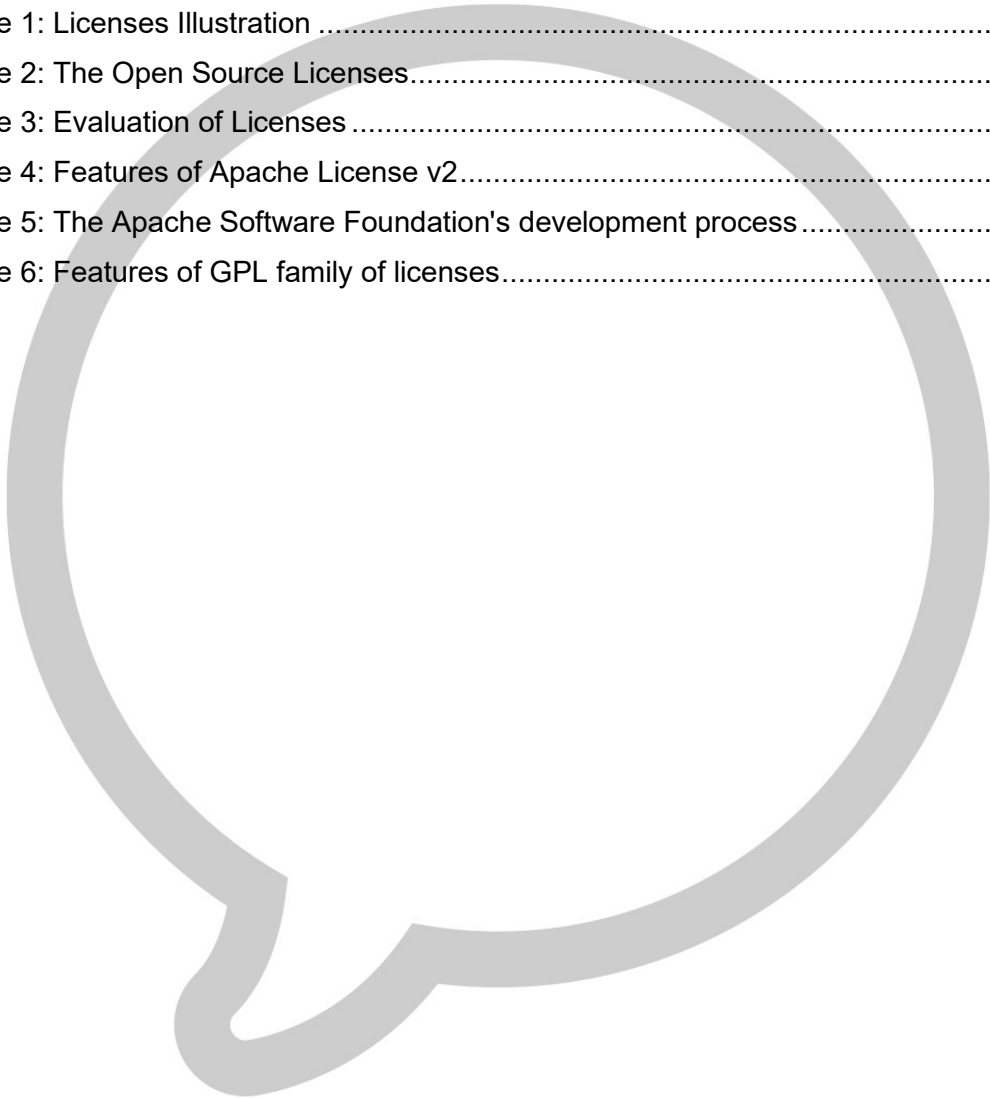
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GLOSSARY

Acronym	Expression
BSD	Berkeley Software Distribution
CC0	Creative Commons Zero
EC	European Commission
EU	European Union
GA	Grant Agreement
GNU	GNU's not Unix
GPL	General Public License
IP	Intellectual Property
IPR	Intellectual Property Rights
LINFO	Linux Information Project
PMB	Project Management Board
SOCATEL	A multi-stakeholder co-creation platform for better access to Long-Term Care services

Table 1: Glossary

DEFINITIONS

"Partner" is a legal entity that is identified as a party in the SoCaTel GA. Partners take part in the SoCaTel project with rights and obligations defined in the SoCaTel GA and the Consortium Agreement.

"Project Results" are any tangible or intangible output generated during the course of the project, such as software, data, knowledge, skills, etc.

"SoCaTel Project" is a multi-stakeholder co-creation platform for better access to long-term care services. It is funded by the European Union's (EU) Horizon 2020 Research and Innovation Programme under the Grant Agreement (GA) Number 769975.

''Source Code'' is the code written by humans in one of the many programming languages and is essential for the functioning of the software, according to the Linux Information Project (LINFO)[1].

"Tangible Project Results" are the results developed during the course of the SoCaTel project that could be subject to a license upon its release to the public. Examples encompass prototypes, software, data, apps, images, methodologies, research materials, knowledge, etc.

"Technical Project Results" are the results developed during the course of the SoCaTel project that are software or software-related, such as source code, data, and apps.

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[1] http://www.linfo.org/source_code.html

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1 INTRODUCTION

Protecting the intellectual property (IP) generated by a project is a task concerning all the consortium partners. This IP protection is key to ensuring the sustainability of any future revenue generating prospects. The decision regarding the form of IP protection of project results is to be made by their creators, who are accredited as the owners, as stated in Annex 7.1. The intellectual properties resulting from the SoCaTel project are patens, copyrights, and trademarks concerning software, data, methodologies, research, etc. The full list can be seen in the project results section of D8.5 Exploitation Plans.

The interpretations of ''free'' and ''open'' content, whether software, data, or knowledge, can vary according to the definitions set by different organisations, as the *Open Source Initiative*[2], *Free Software Foundation*[3], or *Open Knowledge Foundation*[4]. For the SoCaTel project, *The Open Source Definition* by the *Open Source Initiative* has been chosen to address software developed during its lifetime[2]. It defines open source as ''software which the owner grants explicit rights to use, study, or modify the source code freely by any user and for any purpose''. In addition to making it available to the general public, it is also necessary freedom of redistribution, non-discrimination against any individual or groups, and permission to create derivative works, for a software to be considered as open source. The *Open Source Initiative* has a list of approved licenses that conform to these conditions[5].

While the term ''open source'' is more used in a software context, the non-software tangible results encompass methodologies, research materials, knowledge, etc, and draw inspiration from the *Open Definition* set by the *Open Knowledge Foundation*[6].

2 APPROACH

Following the EC strategy for dissemination and exploitation of project results[7], the consortium partners identified the outcomes of the project, which have been exploited along the project and will continue after it finishes. To protect the

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[2] https://opensource.org/osd
[3] https://www.fsf.org/about/what-is-free-software
[4] https://opendefinition.org/
[5] https://opensource.org/licenses
[6] https://opendefinition.org/od/2.1/en/
[7] https://ec.europa.eu/research/participants/data/ref/h2020/other/events/2017-03-01/8_result-dissemination-exploitation.pdf

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identified assets with the most suitable IPR license, various licensing options were evaluated jointly by the everis business and technical teams, the results of which were presented as recommendations to the partners that owned the assets. However, the choice of license ultimately rests with the owners of the results. Thus, an ownership agreement (displayed in Annex 7.1) has been created to formally acknowledge the owners and their ownership rights over the assets, along with the licenses chosen for their protection. Additionally, it is also the intention of partners that ethical and legal requirements be respected both during the project implementation, as well as in any future exploitation context. Therefore, an exploitation rights agreement (displayed in Annex 7.2) has been produced to define, in a transparent way, the rights and obligations of partners as well as the public, concerning the project results. The agreement mitigates any potential conflicts that could arise in the future over the assets.

Regarding the choice of licenses, it has been agreed by partners that technical project results developed during the project's lifetime will be released to the public under open source licenses, on a royalty-free basis. As for tangible results that are not software, the chosen form of protection will be public-domain-equivalent licenses. These types of licenses would render the identified assets open to the public, potentially leading to long-lasting benefits to society.

Throughout the process from identification of assets to the signing of agreements, the everis business team provided continuous support to the partners, whether in the form of recommendations, explanations, or clarifications. This was accomplished by constant communications through emails, phone calls and workshops in plenary meetings and/or project management board (PMB) meetings.

3 OPEN SOFTWARE LICENSES

There are three types of free and open software licenses: permissive, copyleft and public domain. They can be used to make any copyrightable property completely free and open, including software. The first two are considered to be open source licenses, while the third category, public domain licenses, have no owners due to the creators waiving all copyrights, which may not be recognized in some jurisdictions[8,9]. In the case of software, this reason alongside the lack of any clauses for patent grants imply that software developers may not be able to

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[8] https://opensource.org/node/878

[9] https://www.ifross.org/en/what-distinction-between-open-source-software-freeware-public-domain-and-shared-source

safely include public-domain licensed source codes in their projects[8]. As such, these licenses are not popular among software developers, and their usage would deter many developers from contributing to the software, which limits sustainability. Thus, only copyleft and permissive licenses will be considered for evaluation of technical Project results. However, public-domain-equivalent licenses have been considered for other non-software tangible project results.

Work with copyrights that are expired, forfeited, waived, or otherwise inapplicable are considered to be in the public domain[8]. However, there is a reason for the existence of public-domain-equivalent licenses such as the Creative Commons licenses[10], the Unlicense[11], and the Zero-clause Berkeley Software Distribution (BSD)[12] license, among others. The reason is that in some jurisdictions, as Germany and other European countries, copyrights are inalienable from the creators and cannot be voluntarily forfeited. So, these licenses allow creators a way to waive copyrights of their work to the full extent allowed by the law across most jurisdictions. Among these licenses, the *Free Software Foundation* recommends the Creative Commons Zero (CC0) license[13] to dedicate non-software work to the public domain[14]. Creative Commons licenses are more widely adopted than the other licenses in their category, including by the European Commission (EC)[15]. For these reasons, owners of the SoCaTel Project have been recommended to release their non-software assets under CC0 license.

In the case of software or related assets, the options stood between copyleft or permissive licenses, as together they constitute the open source licenses. Copyleft licenses imply a stronger set of restrictions on redistribution when compared to permissive licenses. With copyleft, the modified software or derivative work must have the same license, i.e. will mandatorily remain open source, whereas with permissive licenses, the license or its terms can be changed for modified or derivative works. Figure 1 portraits the key difference between the 2 types of open source licenses, and presents some examples.

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[10] https://creativecommons.org/about/cclicenses/

[11] https://unlicense.org/

[12] https://opensource.org/licenses/0BSD

[13] https://creativecommons.org/publicdomain/zero/1.0/legalcode

[14] https://www.gnu.org/licenses/license-list.html

[15] https://ec.europa.eu/jrc/en/news/commission-makes-it-even-easier-citizens-reuse-all-information-it-publishes-online
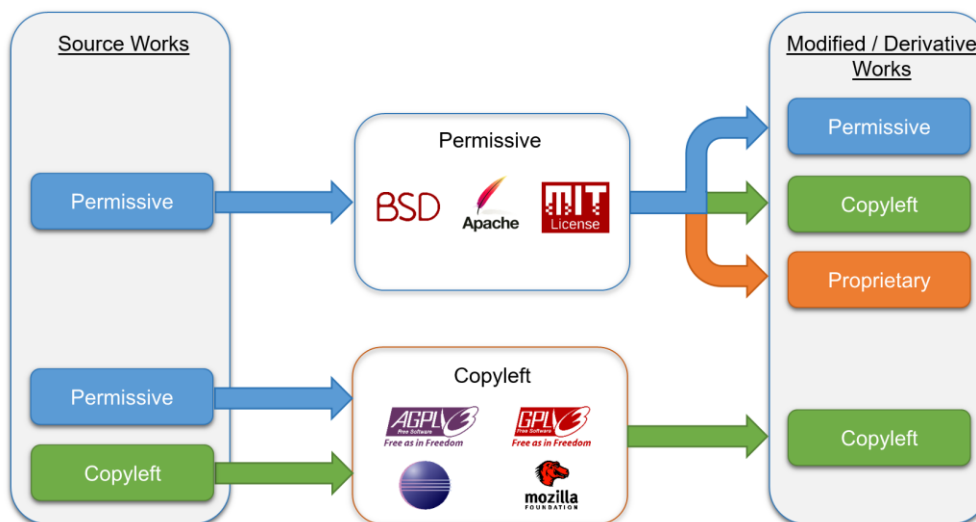
Figure 1: Licenses Illustration

A great number of open source licenses authored by different organisations exist to suit different needs. In order to promote maximum sustainability, only the popular licenses, as depicted in Figure 2 and Figure 3 were evaluated by the partners of the consortium to assess their suitability for their exploitation plans[16],[17].

Figure 2: The Open Source Licenses

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Figure 3: Evaluation of Licenses[18]

The choices were narrowed down to the Apache License and the General Public License (GPL) family. This is due to their high popularity, large community support, and the partners' prior familiarity with them. The Apache license was created by The Apache Software Foundation, a decentralized community of open source developers working together under a system of meritocracy[19]. On the other hand, the GPL family of licenses was created by GNU's not Unix (GNU), an organisation that created the GNU operating system and whose open source tools led to the creation of the Linux operating system[20].

3.1 APACHE LICENSE

The Apache license is similar to other permissive licenses, as it allows users to use the code for any purpose, and change the terms of the license for modified or derivative work[21]. It differs from other permissive licenses from the addition of a clause for patent grants. This clause grants developers express rights to use the patents of other developers who previously contributed to the code, giving future developers peace of mind. The features of the Apache license are shown in Figure 4.

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[18] https://www.researchgate.net/publication/320518462_Open-source_projects_as_incubators_of_innovation_From_niche_phenomenon_to_integral_part_of_the_industry

[19] https://www.apache.org/foundation/

[20] https://www.gnu.org/gnu/gnu.html

[21] https://www.apache.org/licenses/LICENSE-2.0

Figure 4: Features of Apache License v2

An additional benefit of the Apache License is that software any released with this license is eligible to be part of The Apache Software Foundation's library of projects. These projects are governed by a project management committee appointed by the Apache community. The committee directs the development and management of the projects towards clearly defined goals. The development process for projects in the Apache Software Foundation's library is described in Figure 5[22].
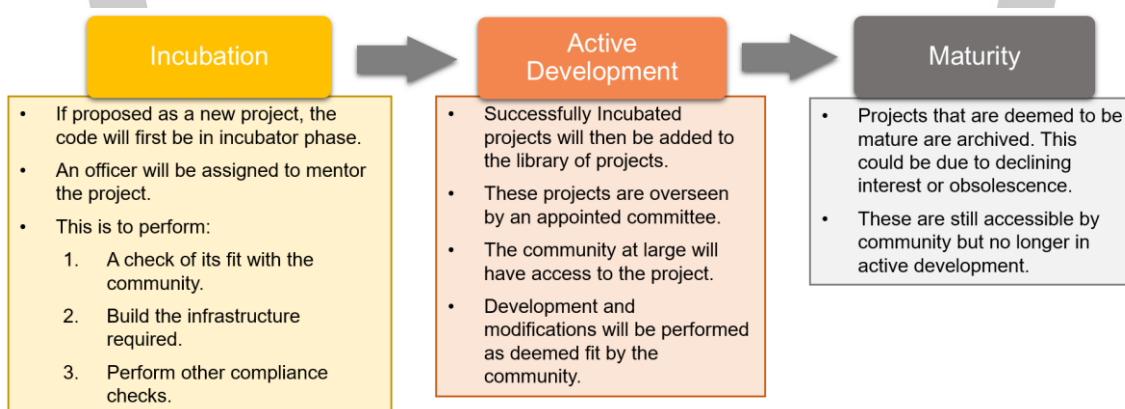
Figure 5: The Apache Software Foundation's development process

3.2 GPL FAMILY OF LICENSES

The GPL family of licenses are copyleft licenses which allow users to use and modify the software for comercial or non-commercial purposes, provided that the modified or derivative works retain the same license, i.e open source. Multiple

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[22] https://www.apache.org/foundation/how-it-works.html

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licenses belong to the GPL family such as GPL v3[23], Affero GPL v3[24], Lesser GPL v3[25], and their prior versions. These 3 licenses are similar to each other but with one difference in their distribution conditions.

Affero GPL v3 requires that the source code be made available over the network for any user that interacts with the licensed component. This ensures that the source code is available to users even if the licensed component is run on a private server, as long as the user interacts with the component. This license was written to impose a stronger set of restrictions to programs that would normally operate on servers[24].

The Lesser GPL v3 however, allows for licensed components to be released under different terms, if they are part of a larger work. This means the licensed component can be linked with software that is under another type of license, and the entire work can be distributed under the terms of the other license. This license was written to allow for compatibility with other licenses[25].

The GPL family of licenses ensures that users who intend to use the licensed software give back to the community. This is done by forcing the modifed software to remain open source. This means that large software powerhouses are unable to take community built software and keep their modified versions to themselves. They are instead forced to share them with the community, thus preventing unfair exploitation. The features of the GPL family of licenses are presented in Figure 6.

Figure 6: Features of GPL family of licenses

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[23] https://www.gnu.org/licenses/gpl-3.0.en.html
[24] https://www.gnu.org/licenses/agpl-3.0.en.html
[25] https://www.gnu.org/licenses/lgpl-3.0.en.html

Following the internal discussions between everis and technical partners, where the partners stated their preferences, the majority of them favoured the Apache license. In order to avoid potential compatibility issues in the future, the use of Apache License v2 was then agreed upon by all of the partners for all of the technical project results.

4 OWNERSHIP AGREEMENT

An Ownership Agreement has been created to define the IPR between the partners of the consortium. This agreement identifies the IPR terms that the owners have over the tangible assets created, as well as their obligations. The partners who created the tangible assets have ownership rights over them, in accordance with Article 26.1 of the SoCaTel GA. In case of joint ownership, as the SoCaTel portal frontend, which is owned by URV and Ozwillo, the terms of Article 26.2 of the SoCaTel GA apply. The complete list of tangible assets, their owners and respective chosen licenses, have been listed in the project results section of D8.5 Exploitation Plans, while the agreed-upon terms can be found in the Ownership Agreement, attached in Annex 7.1.

5 EXPLOITATION RIGHTS AGREEMENT

Article 28.1 of the SoCaTel GA mandates that the partners take measures to ensure the exploitation of the project results for up to four years after the end of the project. This can take place directly or indirectly, the latter including transfer of ownership or granting of licenses to other parties for the purpose of exploitation. Additionally, the owners of the technical project results have agreed to release their components as open source through the use of open source licenses. This will allow the general public to access, modify, and redistribute the components on a royalty-free basis, subject to the terms of the chosen license. The Exploitation Rights Agreement has been created to set the terms of exploitation of these results by partners after the end of the project. The agreement can be found in Annex 7.2.

6 CONCLUSION

The SoCaTel project has led to the creation of numerous project results. The sustainability of these results after the end of the project greatly depends on the form of IP protection applied to them. The partners who created the results have been attributed ownership rights over them. To deploy the outcomes in

compliance with the GA, the project results of SoCaTel will be released unde open source licenses.

The release of the technical project results as open source grants the public the rights to access, modify, and distribute those results for any purpose and on a royalty-free basis, subject to terms of the licenses. This implies the public may use the results for different purposes than was initially intended, and the sustainability of these results will depend entirely on their perceived usefulness and adoption by the public. This unpredictability means that the open release of the project results should not be considered as a direct measure to ensure their exploitation and sustainability.

Due to the large number of open source licenses available, an evaluation was jointly carried out by everis and the owners of the assets, to choose the best license to suit their needs. The options were narrowed down to Apache License v2 and GPL v3 due to their popularities, community support, and owners' prior familiarities with them. Internal discussions took place with partners stating their preferences from among these two licenses, with the majority favouring the Apache license. Thus, the use of Apache License v2 for all of the technical project results was agreed by the owners. An Ownership Agreement has been drafted to formally acknowledge the owners of the results, and define the rights and obligations for IP protection.

With the partners' obligation for exploitation of the results in mind, an Exploitation Rights Agreement has been created. The document governs the rights and duties of the partners, as well as of the public in exploiting the project results. This agreement states owners will have up to one year to openly release the identified results. Until the time when the results are released under the chosen licenses, all partners will retain their access rights to the results. After their release, the partners will have the right to access and exploit them under the terms set by the chosen licenses.

The Ownership Agreement and the Exploitation Rights Agreement set the terms for the IP and exploitation rights of the tangible project results. These agreements accredit the owners and ensure that the results can be fairly exploited by the public through the use of suitable licenses (Apache for technical components), all while respecting the requirements set in the SoCaTel Grant Agreement. These measures will result in the SoCaTel project assets being exploited in the most beneficial way for the European community.

7 ANNEXES

7.1 OWNERSHIP AGREEMENT

Tampere, on February 26th, 2021.

7.1.1 Preamble

This document concerns the ownership rights of the tangible results identified and developed during the course of the SoCaTel Project ("A multi-stakeholder co-creation platform for better access to long-term care services", co-funded by the European Union's Horizon 2020 Research and Innovation Programme under the Grant Agreement Nº 769975).

BETWEEN:

UNIVERSITAT ROVIRA I VIRGILI, established in CARRER DE ESCORXADOR, TARRAGONA 43003, Spain, VAT number: ESQ9350003A, represented for the purposes of signing the Agreement by Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**URV**"

STICHTING FONTYS, established in RACHELSMOLEN 1, EINDHOVEN 5612MA, Netherlands, VAT number: NL800746077B01, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**FONTYS**"

TAMPEREEN YLIOPISTO, established in Kalevantie 4, TAMPERE 33014, Finland, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**UTA**"

GAL FERENC FOISKOLA, established in DOM TER 6, SZEGED 6720, Hungary, VAT number: HU18467303, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**GFC**"

THE PROVOST, FELLOWS, FOUNDATION SCHOLARS & THE OTHER MEMBERS OF BOARD OF THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN, established in College Green, DUBLIN 2, Ireland, VAT number: IE2200007U, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**TCD**"

BLAU ADVISORS STRATEGIC PARTNERS SL, established in CALLE MOLI DE GUASCH 10 PLANTA BJ, L'ESPLUGA DE FRANCOLI - Tarragona 43440, Spain, VAT number: ESB43741172, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**BLAU**"

CY.R.I.C CYPRUS RESEARCH AND INNOVATION CENTER LTD, established in AGIAS ELENIS 6 AGIAS ELENIS BUILDING 4TH FLOOR FLAT OFFICE 43, LEFKOSIA 1060, Cyprus, VAT number: CY10312992T, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**CyRIC**"

AJUNTAMENT DE VILANOVA I LA GELTRU, established in PLAZA DE LAVILA 8, VILANOVA I LA GELTRU BARCELONA 08800, Spain, VAT number: ESP0830800I, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**VILANOVA**"

TAMPEREEN KAUPUNKI, established in ALEKSIS KIVEN KATU 14-16, TAMPERE 33100, Finland, VAT number: FI02116752, represented by its legal/statutory representatives Ms Taru Kuosmanen, Director of Social Services and Health Care

Hereinafter referred to as "**TAMPERE**"

HEALTH SERVICE EXECUTIVE HSE, established in LIMETREE AVENUE 2ND FLO OAK HOUSE, NAAS, Ireland, VAT number: IE66093541,

represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**HSE**"

OZWILLO, a validated association under the French law of the 1st of July 1901, with registered address located in France at 930 ROUTE DES DOLINES, SUNDESK, VALBONNE 06560, France, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**OZWILLO**"

EVERIS SPAIN SL, established in AVENIDA MANOTERAS 52, MADRID 28050, Spain, VAT number: ESB82387770, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**EVERIS**"

FUNKA, established in TEGNÉRGATAN 23, 111 40 STOCKHOLM, SWEDEN, VAT number: SE556596488801 represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**FUNKA**"

"Parties" will hereinafter be used to refer to all parties together.

7.1.2   Clauses

1.1. Ownership rights

The Parties agree:

1.1.1. *The "Project Results", i.e. the tangible or intangible outputs generated during the SoCaTel project along with any rights attached to them (Hereinafter referred to as Project Results), will be owned by the Parties that created them, in accordance to Article 26.1 of the SoCaTel Grant Agreement, and section 8.1 of the Consortium Agreement. Regarding the sole case of joint ownership of a Project Result, the portal frontend owned by URV and OZWILLO, Article 26.2 of the SoCaTel Grant Agreement requires that a separate agreement (Joint Ownership Agreement) be drawn up and signed by the co-owners to determine their allocations and terms of exercise of their joint ownership, in order to ensure compliance with their obligations.*

1.1.2. To acknowledge the owners and their respective ownership rights over the Project Results listed in Section 5 of Deliverable 8.5 of the SoCaTel Project.

1.2. Duration

The duration of this Agreement will be equal to the legal life of the rights concerning ownership of the tangible Project Results deriving from the Project.

1.3. Protection and defense of the results

1.3.1. The Parties may protect the Project Results, partially or totally, by registering the Parties as holders of the corresponding title of protection in accordance to clause 7.1.2. (Hereinafter, for the purposes of this Agreement, the Copyright). The Parties may also decide that the Copyright is to be held by an owner, or the owners, of the Project Results, without affecting the ownership of the results and that of the Copyright as indicated in clause 7.1.2. In any case, the right of the authors to be recognized as such will be respected.

1.3.2. The holders of the Copyright will be responsible for defending the ownership rights pertaining to these, should they be infringed by a third party, and must take the initiative in the defense of these rights.

1.3.3. Should any of the Parties have knowledge of an infringement by a third party of the ownership rights pertaining to the Project Results, it will inform the other Parties immediately.

1.4. Expenses

1.4.1. Expenses deriving from the protection and defense of the Copyright referred to in clause 1.3 will be attributable to the Parties that own the Project Results

1.5. Exploitation of results

Decisions concerning the exploitation of the Project Results, including the setting of terms and conditions for exploiting them, with express mention of terms under which licenses are granted to third parties, will be provided in the Exploitation Rights Agreement between the Parties.

1.6. Granting of rights

The Parties may not grant, totally or partially, their rights over the Project Results referred to in this Agreement to any third party, without the previous written consent of the other Parties, as stated in section 9.2.6 of the Consortium Agreement.

1.7. Infringement

In the event of a breach of the obligations, commitments, rules, terms, conditions, covenants or agreements set forth in this Agreement, the Party or Parties affected by the breach shall be entitled to choose between the fulfilment of the infringement by the other Party and the termination of the Agreement, with the subsequent compensation for damages.

1.8. Notifications

All notices to be given pursuant to this Agreement shall be in writing and by any reliable means and shall be served to the following address:

City of Tampere
Anniina Tirronen
Aleksis Kiven katu 14-16 C, 33100 Tampere
E-mail: anniina.tirronen@tampere.fi

1.9. Severability

Invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provision.

1.10. Assignment

The Parties shall not assign the rights and obligations under this Agreement to any third party without the express written consent of the other Parties.

1.11. Governing law and jurisdiction

1.11.1. *This Agreement shall be governed and construed by the laws of the respective countries of the parties.*

1.11.2. *The Parties shall attempt to settle amicably any disputes that may arise between them concerning the validity, interpretation and/or performance of the Contract. Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, execution or interpretation of the Agreement, shall be carried out on the initiative of the first party to make a request in front of the competent Court, after attempts to find an amicable solution within the delay of 6 months.*

1.12. Translation

Translation to <include language> of this Agreement is made for information purposes only, and the Partners who conduct it are fully responsible for the

translation. In case of any difference of interpretation, the English version shall prevail.

7.1.3 Signature

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In witness whereof the agreement has been signed.

_____
URV
<Name>
<Function>

_____
CyRIC
<Name>
<Function>

_____
FONTYS
<Name>
<Function>

_____
VILANOVA
<Name>
<Function>

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UTA
<Name>
<Function>

_____
TAMPERE
Taru Kuosmanen
Director of Social Services and Health Care

_____
TCD
<Name>
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FUNKA
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GFC
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BLAU
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HSE
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EVERIS
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OZWILLO
<Name>
<Function>

Project acronym: SoCaTel

WP8, D8.2 IPR Agreement

This project has received funding from the European Union's Horizon 2020 Research and Innovation Programme under the Grant Agreement N° 769975.
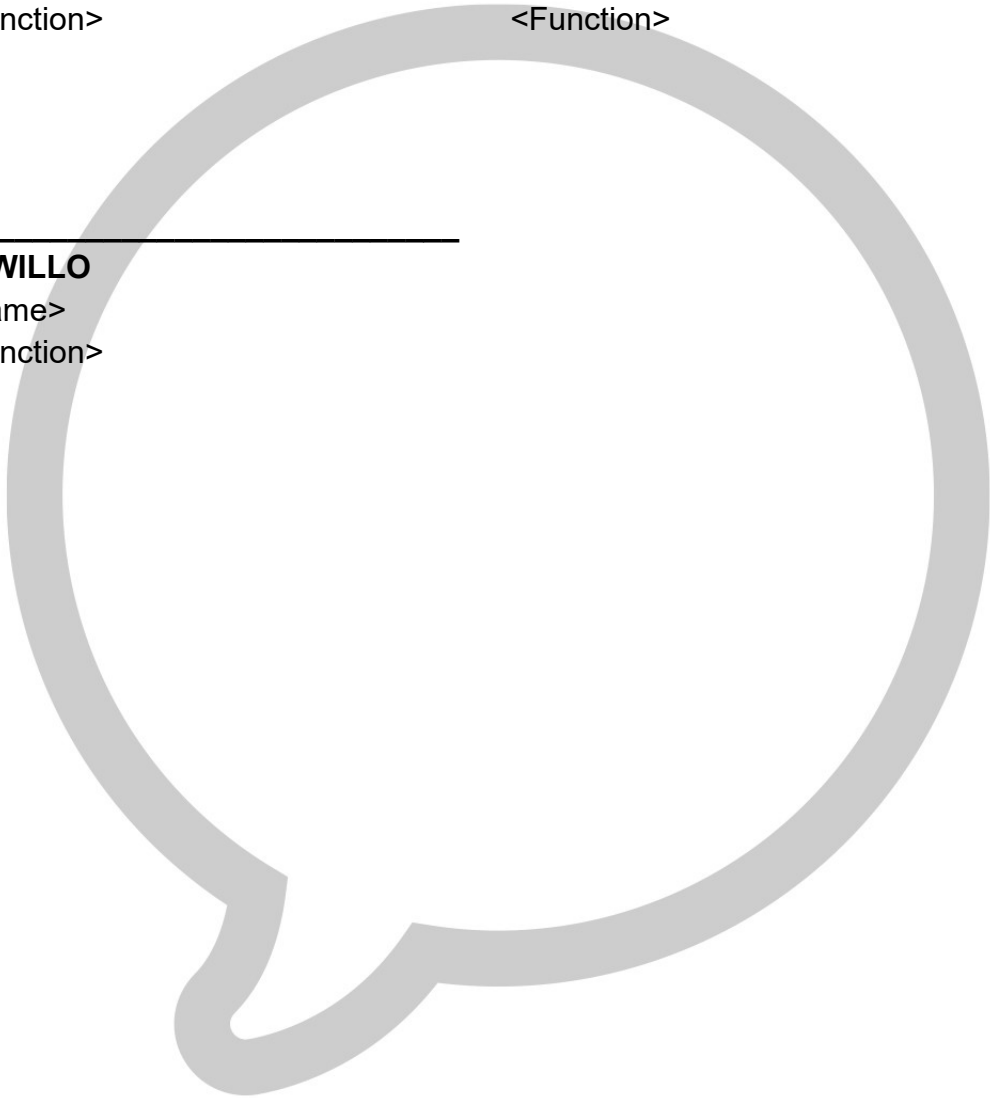
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7.2 EXPLOITATION RIGHTS AGREEMENT

Tampere, on February 26th, 2021.

7.2.1 Preamble

This document concerns the exploitation rights of the tangible results identified and developed during the course of the SoCaTel Project ("A multi-stakeholder co-creation platform for better access to long-term care services", co-funded by the European Union's Horizon 2020 Research and Innovation Programme under the Grant Agreement Nº 769975).

BETWEEN:

UNIVERSITAT ROVIRA I VIRGILI, established in CARRER DE ESCORXADOR, TARRAGONA 43003, Spain, VAT number: ESQ9350003A, represented for the purposes of signing the Agreement by Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**URV**"

STICHTING FONTYS, established in RACHELSMOLEN 1, EINDHOVEN 5612MA, Netherlands, VAT number: NL800746077B01, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**FONTYS**"

TAMPEREEN YLIOPISTO, established in Kalevantie 4, TAMPERE 33014, Finland, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**UTA**"

GAL FERENC FOISKOLA, established in DOM TER 6, SZEGED 6720, Hungary, VAT number: HU18467303, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Project Acronym: SOCATEL
This project has received funding from the European Union's Horizon 2020 Research and Innovation Programme under the Grant Agreement Nº 769975

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Hereinafter referred to as "**GFC**"

THE PROVOST, FELLOWS, FOUNDATION SCHOLARS & THE OTHER MEMBERS OF BOARD OF THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN, established in College Green, DUBLIN 2, Ireland, VAT number: IE2200007U, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**TCD**"

BLAU ADVISORS STRATEGIC PARTNERS SL, established in CALLE MOLI DE GUASCH 10 PLANTA BJ, L'ESPLUGA DE FRANCOLI - Tarragona 43440, Spain, VAT number: ESB43741172, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**BLAU**"

CY.R.I.C CYPRUS RESEARCH AND INNOVATION CENTER LTD, established in AGIAS ELENIS 6 AGIAS ELENIS BUILDING 4TH FLOOR FLAT OFFICE 43, LEFKOSIA 1060, Cyprus, VAT number: CY10312992T, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**CyRIC**"

AJUNTAMENT DE VILANOVA I LA GELTRU, established in PLAZA DE LAVILA 8, VILANOVA I LA GELTRU BARCELONA 08800, Spain, VAT number: ESP0830800I, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**VILANOVA**"

TAMPEREEN KAUPUNKI, established in ALEKSIS KIVEN KATU 14-16, TAMPERE 33100, Finland, VAT number: FI02116752, represented by its legal/statutory representatives Ms Taru Kuosmanen, Director of Social Services and Health Care

Hereinafter referred to as "**TAMPERE**"

HEALTH SERVICE EXECUTIVE HSE, established in LIMETREE AVENUE 2ND FLO OAK HOUSE, NAAS, Ireland, VAT number: IE66093541,

represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**HSE**"

OZWILLO, a validated association under the French law of the 1st of July 1901, with registered address located in France at 930 ROUTE DES DOLINES, SUNDESK, VALBONNE 06560, France, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**OZWILLO**"

EVERIS SPAIN SL, established in AVENIDA MANOTERAS 52, MADRID 28050, Spain, VAT number: ESB82387770, represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**EVERIS**"

FUNKA, established in TEGNÉRGATAN 23, 111 40 STOCKHOLM, SWEDEN, VAT number: SE556596488801 represented by its legal/statutory representatives Mr/Mrs <name>, <function>, or his/her authorised representative

Hereinafter referred to as "**FUNKA**"

"Parties" will hereinafter be used to refer to all parties together.

7.2.2   Clauses

3.1.   Exploitation rights

The Parties agree:

3.1.1. *That the parties that own the Project Results, as ratified in the SoCaTel Ownership Agreement, are obliged to ensure the exploitation of the Project Results (either directly or indirectly) for a period of up to four years after the duration of the project, in accordance with Article 28.1 of the SoCaTel Grant Agreement. The indirect means to do so may be through transfer of ownership or the granting of licenses which will not cause infringement of the other terms in this agreement.*

3.1.2. *That all Parties have access rights to all of the Project Results, under the terms defined in Articles 31.1 to 31.3 of the SoCaTel Grant Agreement, for an indefinite period of time.*

3.1.3. *That the Technical Project Results, including the code, the libraries, the data models, the ontologies, and the data collected, will be released with open source licenses. The choices of which open source licenses to use are to be made by the respective owners and ratified in the Ownership Agreement.*

3.1.4. *That the rights to access and use the tangible Project Results for the purpose of exploitation will be governed by the terms of the license chosen for them. The use of licenses will ensure royalty-free usage of the tangible Project Results for commercial or non-commercial purposes by anyone, whether they are a Party to this agreement or are part of the general public. Also included are permissions to modify, redistribute, and create derivative works, subject to the terms of the chosen open source license.*

3.1.5. *That the owners will license their respective tangible Project Results within a period of one year after the end of the project. Such till the time that the tangible Project Results are licensed, the owners will continue to grant access rights to the other Parties in accordance with clause 3.1.2.*

3.1.6. *As stated in Article 29 of the Consortium Agreement, unless it goes against their legitimate interests, each Party must, as soon as possible, disclose their results to the public by appropriate means, such as scientific publications. In addition, each Party must ensure open access (free of charge online access for any user) to all peer-reviewed scientific publications relating to their results.*

3.2. Duration

The duration of this Agreement will be equal to the legal life of the rights concerning the exploitation of the tangible Project Results deriving from the Project.

3.3. Expenses

Any expenses deriving from the obligations set in Clause 3.1.1 will be attributable to the Parties that own the Project Results.

3.4. Infringement

In the event of a breach of the obligations, commitments, rules, terms, conditions, covenants or agreements set forth in this Agreement, the Party or Parties affected by the breach shall be entitled to choose between the fulfilment of the

infringement by the other Party and the termination of the Agreement, with the subsequent compensation for damages.

3.5. Notifications

All notices to be given pursuant to this Agreement shall be in writing and by any reliable means and shall be served to the following address:

City of Tampere
Anniina Tirronen
Aleksis Kiven katu 14-16 C, 33100 Tampere
E-mail: Anniina.tirronen@tampere.fi

3.6. Severability

Invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provision.

3.7. Assignment

The Parties shall not assign the rights and obligations under this Agreement to any third party without the express written consent of the other Parties, and provided that the assignment will not infringe on the terms set in this agreement.

3.8. Governing law and jurisdiction

3.8.1. This Agreement shall be governed and construed by the laws of the respective countries of the parties.

3.8.2. The Parties shall attempt to settle amicably any disputes that may arise between them concerning the validity, interpretation and/or performance of the Contract. Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, execution or interpretation of the Agreement, shall be carried out on the initiative of the first party to make a request in front of the competent Court, after attempts to find an amicable solution within the delay of 6 months.

3.9. Translation

Translation to <include language> of this Agreement is made for information purposes only, and the Partners who conduct it are fully responsible for the translation. In case of any difference of interpretation, the English version shall prevail.

7.2.3 Signatures

In witness whereof the agreement has been signed.

_____

URV
<Name>
<Function>

_____

CyRIC
<Name>
<Function>

_____

FONTYS
<Name>
<Function>

_____

VILANOVA
<Name>
<Function>

_____

UTA
<Name>
<Function>

_____

TAMPERE
Taru Kuosmanen
Director of Social Services and Health
Care

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TCD
<Name>
<Function>

_____

FUNKA
<Name>
<Function>

GFC
<Name>
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BLAU
<Name>
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HSE
<Name>
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EVERIS
<Name>
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OZWILLO
<Name>
<Function>