



DIVAIRCITY

The power of Diversity & Inclusion for Climate Neutral Cities

Legal and IPR Requirements

Lead Beneficiary: Universitat Politècnica de Valencia

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List of Acronyms

Acronym	Meaning
AB	Advisory Board
CA	Consortium Agreement
CM	Consortium Members
DoA	Description of Actions
DMP	Data Management Plan
DPO	Data Protection Officer
EC	European Commission
GA	Grant Agreement
GDPR	General Data Protection Regulation
GeA	General Assembly
ICT	Information and Communication Technologies
IPR	Intellectual Property Rights
PC	Protected Categories
PCU	Project Coordination Unit
R&D	Research and Development
RfP	Rules for Participation
RTBF	DivAirCity project partner "Radio Television Belge De La Communaute Francaise" (BE)
WP	Work Package



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ABSTRACT

The following document includes the “Legal and IPR Requirements” of DivAirCity as a common European initiative of 26 partners. It includes the activities addressing legal, data and intellectual protection issues that emerged in DivAirCity as well as the input provided to other WPs regarding informed consent procedures, incidental findings strategies, declarations of ethical compliance etc. It also describes the progress made toward completion of the post-grant requirements set out in the Ethics Summary Reports.

The report focuses on the following issues:

- Ethics and data protection
- Use of personal data
- Safety during field tests
- Misuse.

This document is part of the series of four deliverables related to DivAirCity’s Coordination and Management, which includes Quality, Risk, Data Management Plan, Ethical Charter and Legal and IPR Requirements (D1.4, D1.5, D1.6, D1.7 and D1.11, respectively). This work aims to focus on the consistency and requirements of the GA, the CA and the Ethical Charter of the project, which includes IPR management requirements on the project results.



1 INTRODUCTION

1.1 Background of this deliverable

D1.11 describes the work carried out in Task 1.11 “Legal Requirements and IPRs management”. The Task is part of WP1 “Coordination and Management” and is meant to contribute to identifying research data protection and ethical issues of relevance for DivAirCity and to suggest mitigation strategies to the consortium. This deliverable was preceded by one deliverable: D1.6 – Data Management Plan and DM officer appointment, D1.7 – Ethical Charter and D1.9 – Ethical Board Member List.

It is important to stress that T1.11 and its deliverable (D1.11) are focused on research ethics in DivAirCity. Accordingly, the focus of this task is to facilitate ethics perspective and compliance within DivAirCity research activities. Consequently, the task does not address issues related to the possible impact on privacy and data protection, discriminatory issues or societal liberties regarding the implementation of the DivAirCity technologies as part of an operational checkpoint (“in the real world”). It also neither tackles the question of the legal feasibility of implementing the DivAirCity risk-based concept, nor the issue of acceptance of the developed technologies among the general public. These questions are addressed in other activities of the project.

1.2 Aim of this document

This document aims to provide a framework on how to ensure ethics, data protection compliance and intellectual property requirements with activities of the DivAirCity’s consortium. It develops based on the grounds set in D1.6, focusing on the following areas:

- Ethics and data protection
- Use of personal data
- Safety during field tests
- Misuse

In addition to this list, the work conducted in T1.11 also considered research ethics principles concerning the respect of fundamental rights and the balance of risk and benefits of research, as well as compiling with the H2020 programme principles.

1.3 Input / Output to this document

Input to this deliverable is the work across all WPs, but especially WP1 for management, WP3 and WP4 for workshops and field studies, the technical WP2, WP5 and WP6 and finally WP7 and WP8 for the dissemination and scalability. Further important input is provided by the DivAirCity Grant Agreement and the Ethics Summary Report. This deliverable's output will provide indications for planning the R&D activities involving the participation of humans and the use of personal data, as well as workshops and the pilots of DivAirCity. In terms of WPs, it will provide input across all



WPs, and it will constitute the main input for the WP2 on complying with the post-grant ethics requirements.

2 OVERALL ETHICS AND DATA PROTECTION SUPPORT

2.1 Document “Ethical Charter”

In the first months of the project, deliverable D1.7 "Ethical Charter" was finalized. This document aimed to guide all CMs on how to comply with ethical standards and how to perform their work in DivAirCity based on high ethical and diversity standards. The document was intended to be a first introduction to the ethics requirement, for each CM to be informed and alerted to these issues.

This deliverable represents the consortium's cultural and ethical agreement. It presents how to embrace diversity within the work activities and individuals as well as within the project. It also deals with how to relate to organizations and companies outside the consortium to do so in a diversity-friendly and equality-oriented approach.

Another section deals with behaviours and actions for equal recruitment processes for all categories (by HR), as well as retribution, promotion, and flexible working within an organization, in line with the Ethical Charter document. This section also introduces methods for mentoring and training teams in an equitable way and reflecting and involving all 6+1 categories.

In addition, the deliverable D1.9 was also finalized, giving rise to a framework of members that will form the Ethical Board Member in the DivAirCity project.

2.2 Input to the Data Management Plan (DMP)

Early in the project a Data Management Plan (D1.6) was completed by the DivAirCity's partners. This document raised an issue that accompanied the whole project. T1.11 provides input from the ethics, data protection and intellectual property perspective. In addition to the input for the DMP, regular meetings were held with the Coordinator, Content Manager, City Manager, WP Leaders and City representatives to discuss the advancement of the data issues. In brief, the AB advised the Consortium to stick to the privacy and data protection commitments of the GA and not no use any data from survey respondents without consent. The Consortium, in principle, agreed with this advice. However, for the R&D activities of WP4, the involved CMs will explore the possibility to obtain the necessary authorizations for using further datasets.

2.3 Guidance for meeting the post-grant requirements

T1.11 also involved guiding CM to fulfil the post-grant requirements regarding ethics and data protection. It was discussed the need for developing and providing templates for declarations and forms, circulating guidelines and other informative documents, and by guiding producing the documentation for the Ethics Check. The details of the



support activities are provided in the appropriate sections below, while an overview of the provided input is presented.

It has been provided ethical guidelines on how to process data, the meaning of misuse and the responsibilities inside each organisation for signing the declarations, and other EC relevant Directives and relevant documents. T1.11 also provided supporting documentation, such as the Article 29 Data Protection Working Party's Guidelines on Data Protection Officers ('DPOs') of 2016 and the EC's Guidance note on Potential misuse of research. T2.3 additionally prepares templates and methodologies for supporting CMs fulfilling the ethics and data protection requirements. Specifically, T2.3 produces templates of informed consent forms for workshops in DivAirCity. The templates have been adapted and used for end-users workshops and field visits on the designated sites for the pilots. A separate template to be used for the pilots will also be provided. Moreover, T1.6 produced a common DivAirCity strategy for dealing with anticipated and unanticipated incidental findings in the project. It also provided a template for a self-assessment to be completed for each developed technology in order to identify which incidental findings can be anticipated at this stage of the project. However, it was clearly communicated to the CMs that they have to adapt the template to their own situation and deviate from it and that they can choose to use any other form or declaration they deem appropriate.

3 PROTECTION OF PERSONAL DATA

3.1 Introduction

As of 25 May 2018, the General Data Protection Regulation (GDPR/Regulation) [1] replaced Directive 95/46 on data protection and currently is the main EU legal act regulating the protection of personal data in all Member States of the European Union. The Regulation applies to all entities established in the EU (or branches established in the EU) that process personal data as part of their activities, regardless of where the data is processed; and entities established outside the EU, offering goods/services to individuals in the EU or monitoring the behaviour in the EU of these individuals.

According to Art.4 (1) of GDPR, personal data "means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person". Furthermore, it can be something that may be less instantly apparent: IP addresses and cookie identifiers. On the other hand, there are some special categories of sensitive personal data which are more protected: racial or ethnic origin, political opinions, religious beliefs, trade union membership, genetic and biometric data and data concerning a person's life or sexual orientation.



Processing of personal data is defined in Art. 4(2) of the Regulation and means “any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction”. Based on this definition, and in accordance with DivAirCity Task 2.3, each partner will have a role with regard to the data managed and needs to be aware of their responsibility to be compliant with GDPR at any time and establish the necessary structures and roles to ensure full compliance. There will be partners acting as "controllers" and others as "processors" of data. Controllers (such as cities) will have more restrictive obligations under the GDPR than processors.

3.2 Legal framework for data protection in research ethics

Ethics is considered a global imperative, and has a high priority in the EU context, therefore EU funded research and all activities implemented under Horizon 2020 must comply with ethical principles and relevant national, EU and international legislation. In the European context, the **Lisbon Treaty**¹, Article 2, explicitly refers to the **Charter of Fundamental Rights of the European Union**²[2], which refers to the right to the integrity of the person, the protection of personal data and family life, as well as rights in the field of bioethics and academic and scientific research freedom.

As regards the legislation governing Horizon 2020, Art. 19 of the **Regulation establishing Horizon 2020**³ requires that activities carried out in the framework of Horizon 2020 respect ethical principles and laws. In this context, "particular attention shall be paid to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of the individual, the right to non-discrimination and the need to ensure high levels of human health protection". Art. 9 of the **Regulation laying down the rules for participation and dissemination in Horizon 2020**⁴ requires that all actions "respect fundamental rights and observe the principles recognised by the Charter of Fundamental Rights of the European Union" and that they "must be in accordance with any legal obligations, including international law, and any relevant Commission decision, such as the

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A12007L%2FTXT>

² https://www.europarl.europa.eu/charter/pdf/text_en.pdf

³ https://ec.europa.eu/research/participants/data/ref/h2020/legal_basis/fp/h2020-eu-establact_en.pdf#page=11

⁴ https://ec.europa.eu/research/participants/data/ref/h2020/legal_basis/rules_participation/h2020-rules-participation_en.pdf#page=10



Commission Communication of 28 June 2013, as well as with ethical principles, which include avoiding any violation of the integrity of the research".

Ethical issues concern all activities funded by the EU Horizon 2020 Research and Innovation Programme and are reflected in the documents mentioned in the previous section, which means that all procedures related to ethical rules, personal data protection and rules of participation must be respected. In order to assure the effective protection of data collected for the DivAirCity activities, the project partners must comply with the EU Data Protection and Privacy legal framework and in specific with the General Data Protection Regulation (GDPR). All partners are also required to apply the ethical standards and guidelines of Horizon 2020.

3.3 Research ethics in DivAirCity

High ethical standards also contribute very positively to the quality of research and increase its societal impact, promoting its better alignment with societal needs and expectations, which is crucial to address the many challenges European society faces every day. Ethical assessment of innovation allows characterisation of the ethical dimensions of new technologies and applications, which in turn facilitates informed decision-making on which technologies to promote, which to discourage, and how to develop and distribute them in a fair and ecologically sensitive way.

DivAirCity will comply with Regional, National and European legislation relevant to ethical issues with the support of local regulatory bodies, as well as respect international declarations at their most recent versions. Main rules & codes of conduct will be respected:

- Legal basis - Horizon 2020 Rules for Participation: Ethics Reviews (Article 14)
- Horizon 2020 - Regulation of Establishment: Ethical principles (Article 19)
- Model Grant Agreement: Ethics (Article 34)
- Charter of Fundamental Rights of the European Union
- European Code of Conduct for Research Integrity
- Council Decision 2002/835/EC and Council Decision 1513/2002/EC on ethics in science
- General Data Protection Regulation of the EU (Directive 95/46/EC 2016 and the corrigendum from May 2018.
- Regulation (EC) 45/2001 of the European Parliament and of the Council of 18. December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

The protection of personal data will be addressed from the beginning of the project, appointing specific persons responsible for personal data protection, and guaranteeing the anonymity of the individuals where applicable. Municipalities (Castellón, Aarhus, Bucharest, Orvieto, and Potsdam) in collaboration within their local



ecosystem and supported by their national ethic bodies will assure the protection of personal data where applicable. Also, the Coordinator team will implement the research project in full respect of the legal and ethical European requirements and code of practice.

3.3.1 Description of planned activities

DivAirCity is a project in which diversity and social inclusion are valued, special attention must be paid to special categories of data (sensitive data), both for data collection, monitoring, and further processing. DivAirCity project will follow all relevant ethical guidelines accepted and adopted by the EU, particularly those focusing on the rights of human beings. Concretely, WP2 will set the framework for the rest of the WPs, mainly affecting the Urban Living Lab (WP4) and WP5, Smart City Contracts.

As data collection is necessary, the project will guarantee that all partners will follow EU and national regulations regarding data protection and will obtain approval from local/national authority in charge of data protection if applicable. The work of the project will be subjected to the ethical-related directives and regulations.

Regarding the secondary use of data, it is not expected but in case needed the respective authorization to use the specific data will be provided prior to any relevant work.

Among the tasks developed by DivAirCity, deliverable D1.7 presents the consortium's cultural and ethical agreement to deal with diversity, as well as actions or behaviours that help the consortium to act with the protected categories.

On the other hand, deliverable D2.3 "Ethics, privacy and security data management requirements" will set out possible risks related to data protection related to the GDPR protocol as well as to the special categories. This document will also indicate risk owners and risk control measures. Each partners remains ultimately responsible to ensure full compliance with legislation.

In this sense, DivAirCity is a co-creative and participatory project, involving unheard voices from protected categories. It will require their participation in activities such as workshops or events organised by the project partners. For this reason, DivAirCity will also provide information and guidance to partners on how to anonymise data, as well as defining who controls the information and its potential risks.

3.3.2 Description of obligations

The DivAirCity project will act in accordance with "Regulation (EC) 45/2001 of the European Parliament and of the Council of 18. December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data". This project will also respect the European Code of Conduct for Research Integrity and The Charter of Fundamental Rights of the EU. In particular, it will guarantee the right to the integrity of



persons (Article 1) and will conform in any detail to Article 2, respecting the free and informed consent of any person concerned in the studies.

Activities raising ethical issues must comply with the 'ethics requirements' set out as deliverables in Annex 1 of GA.

Before the beginning of an activity raising an ethical issue, each beneficiary must have obtained:

- (a) any ethics committee opinion required under national law and
- (b) any notification or authorisation for activities raising ethical issues required under national and/or European law needed for implementing the action tasks in question.

The documents must be kept on file and be submitted upon request by the coordinator to the Agency (see Article 52). If they are not in English, they must be submitted together with an English summary, which shows that the action tasks in question are covered and includes the conclusions of the committee or authority concerned (if available).

According to ethical requirement 3, DivAirCity is obliged to focus on the following data protection issues, which were developed by the European Commission's Ethics Panel and also named in Task 2.3:

- The beneficiary must explain how all of the data they intend to process is relevant and limited to the purposes of the research project (in accordance with the 'data minimisation' principle).
- Description of the anonymisation/pseudonymisation techniques.
- Detailed information on the informed consent procedures in regard to data processing.
- Templates of the informed consent forms and information sheets (in language and terms intelligible to the participants).
- In case the research involves profiling, the beneficiary must provide explanation how the data subjects will be informed of the existence of the profiling, its possible consequences and how their fundamental rights will be safeguarded.
- In case of further processing of previously collected personal data, an explicit confirmation that the beneficiary has lawful basis for the data processing and that the appropriate technical and organisational measures are in place to safeguard the rights of the data subjects.

Furthermore, there are some ethics related data management requirements that the project must comply with. These have also been identified by the same Ethics Screening as mentioned above and have become part of the Grant Agreement by incorporating them in Ethics requirements (WP9), being included as Ethics Requirements No.2. These requirements will be listed here below, and they will be address in WP9.



- The procedures and criteria that will be used to identify/recruit research participants must be submitted as a deliverable.
- The informed consent procedures that will be implemented for the participation of humans must be submitted as a deliverable.
- Templates of the informed consent/assent forms and information sheets (in language and terms intelligible to the participants) must be kept on file.
- Copies of opinions/approvals by ethics committees and/or competent authorities for the research with humans must be kept on file

The informed consent /assent forms and information sheets will be required to be signed by the stakeholders taking part at the events/workshops. The information sheet will give the following information:

- A statement that the study involves research subjects and an explanation of the purposes of the research.
- The expected duration of the subject's participation.
- A description of the procedures to be followed.
- A statement that participation is voluntary.
- Information about who is organising and funding the events.
- A description of any reasonably foreseeable risk, discomfort, or disadvantages.
- A description of any benefits to the subject or to others which may reasonably be expected from the research avoiding inappropriate expectations.
- A statement describing the procedures adopted for ensuring data protection/confidentiality/privacy including duration of storage of data.
- A reference to whom to contact for answers to pertinent questions about the research and research subjects' rights.
- A statement offering the subject the opportunity to ask questions and to withdraw at any time from the research without consequences.
- An explanation of what will happen with the data at the end of the research period and if the data are retained or sent/sold to a third party for further research.
- Information about what will happen to the results of the research.

Detailed information will be provided on the procedures that will be implemented for data collection, storage, protection, retention and destruction and confirmation that they comply with national and EU legislation.

4 PARTICIPANTS AND THIRD PARTIES

A "**participant**" is a legal entity taking part in an indirect action (i.e., a specific H2020 project undertaken by one or more participants) and having the rights and obligations defined by the Grant Agreement entered into with the European Commission (on behalf



of the European Union). For the sake of simplicity, hereafter the word "participant(s)" will be used to indicate those participating in DivAirCity project.

A "**consortium**" is the term used to describe all of the participants in the same project. The term "third party" is used to describe a legal entity which does not participate in the same project, even though such third party may participate in another H2020 project.

Only a "**legal entity**" as defined in the Rules for Participation (e.g., company, university, research centre, individual) can become a participant in an H2020 project. A department (or faculty, university institute etc.) which does not have legal status cannot.

The "**coordinator**" has a very specific role amongst the participants in DivAirCity. It has to "monitor the compliance by participants [beneficiaries] with their obligations under this grant agreement" (Articles 17, 19, 20, 21 and 22 of GA), which includes the participants' obligations regarding IPR, dissemination and use issues.

5 FOREGROUND AND BACKGROUND

In accordance with the **Guide to Intellectual Properties Rules**⁵ developed by the European Commission:

"**Foreground**" means the results, including information, materials, and knowledge, generated in DivAirCity project, whether or not they can be protected. It includes intellectual property rights (IPRs such as rights resulting from copyright protection, related rights, design rights, patent rights, plant variety rights, rights of creators of topographies of semiconductor products), similar forms of protections (e.g. sui generis right for databases) and unprotected know-how (e.g. confidential material). Thus, foreground includes the tangible (e.g. prototypes, micro-organisms, source code and processed earth observation images) and intangible (IP) results of a project. Results generated outside DivAirCity (i.e., before, after or in parallel with DivAirCity) do not constitute foreground.

"**Background**" is information and knowledge (including inventions, databases, etc.) held by the DivAirCity participants prior to their accession to the Grant Agreement, as well as any intellectual property rights which are needed for carrying out the project or for using foreground. Regarding intellectual property rights for which an

⁵ https://ec.europa.eu/research/participants/data/ref/fp7/89593/ipr_en.pdf



application must be filed, only those intellectual property rights for which the application was filed before the accession of the participant to the Grant Agreement are included. The fact that participants are legal entities is important in this respect. If a specific department of a university or company is involved in DivAirCity, the background will be that of the whole university or company (subject to its relevance to the project), not just that of the specific department (unless the department constitutes a legal entity and is the participant). This is important as a participant may have to grant the other participants in the project access rights to the background of other departments under certain conditions. However, there are several mechanisms in the Grant Agreement which make it possible for participants to decide accurately what background will be available to each other (e.g., by defining background and/or specifying which background is excluded from the obligation to grant access).

6 OWNERSHIP OF FOREGROUND

6.1 General principles

As set out in the Grant Agreement Art. 26.1, foreground resulting from the project is owned by the beneficiary generating it.

Results are owned by the beneficiary that generates them.

'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.

In order to be able to prove ownership (as well as the date of generation) of foreground, it is strongly recommended that all participants maintain documents, emails and files showing the development of the generation of knowledge or results. This may help avoid or resolve disputes between participants about the origin of certain results and any attached IPR.

In addition, participants must ensure that, where necessary, they reach an agreement with their employees and other personnel if the latter are entitled to claim rights to foreground (including third parties such as subcontractors, students, etc.), in order for



the participant to be able to meet its contractual obligations⁶. Such agreements may for instance involve a formal transfer of ownership, or at least the granting of appropriate access rights (with a right to sub-license).

For academic institutions, this is especially relevant regarding (a) "non-employees" such as students (both undergraduate and postgraduate, e.g., PhD students), and (b) researchers in those countries having a specific type of "professor's privilege" regime (according to which the researchers concerned may have some personal rights to the results of university research).

In case foreground is jointly generated, see section 6.3 *Joint ownership*.

6.2 Management of intellectual property

In accordance with the Article 23a of the GA, beneficiaries that are universities or other public research organisations must take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities⁷.

This does not alter the obligations set out in the subsections 2 and 3 of the section 3 Rights and Obligations related to Background and results of the GA. The beneficiaries must ensure that researchers and third parties involved in the action are aware of them.

6.3 Joint ownership by several beneficiaries

Two or more beneficiaries' own results jointly if:

- (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 (see Article 27).

The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership (**'Joint Ownership Agreement'**⁸), to ensure compliance with their obligations under this Agreement. In the absence of such an agreement (or pending its conclusion), a default joint ownership regime applies.

⁶ See Article 39.2 RfP and Article II.26.3 of ECGA.

⁷ <https://op.europa.eu/en/publication-detail/-/publication/743a513c-e1ab-455e-a2f2-20ef43c3060e>

⁸ Article 40.1 RfP, last sentence – Article II.26.2 of GA, second sentence



Unless otherwise agreed in the joint ownership agreement, each joint owner may grant non-exclusive licences to third parties to exploit jointly-owned results (without any right to sub-license), if the other joint owners are given:

- (a) at least 45 days advance notice and
- (b) fair and reasonable compensation.

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 Art. 30 of GA) with access rights for the others).

To avoid problems regarding the joint ownership provisions of national IPR laws (in particular regarding the right to grant licences by joint owners), a default regime for joint ownership has been introduced which is applicable only in the absence of a specific agreement between the participants concerned or pending its conclusion (Article 40.2 RfP – Article II.26.2 of GA). Nevertheless, it remains advisable for participants to reach a specific agreement as soon as possible after the generation of the jointly owned foreground.

6.4 Transfer of ownership

Each beneficiary may transfer ownership of its results.

It must however ensure that its obligations under Grant Agreement Articles 26.2, 26.4, 27, 28, 29, 30 and 31 also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.

This does not change the security obligations in Grant Agreement Article 37, which still apply.

Unless agreed otherwise (in writing) for specifically-identified third parties or unless impossible under applicable EU and national laws on mergers and acquisitions, a beneficiary that intends to transfer ownership of results must give at least 45 days advance notice (or less if agreed in writing) to the other beneficiaries that still have (or still may request) access rights to the results. This notification must include sufficient information on the new owner to enable any beneficiary concerned to assess the effects on its access rights.

Unless agreed otherwise (in writing) for specifically-identified third parties, any other beneficiary may object within 30 days of receiving notification (or less if agreed in writing), if it can show that the transfer would adversely affect its access rights. In this case, the transfer may not take place until agreement has been reached between the beneficiaries concerned.



6.4.1 Rights of third parties (including personnel)

According to Article 26.3, 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, licences 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.

6.5 PROTECTION OF RESULTS

Each beneficiary must examine the possibility of protecting its results and must adequately protect them – for an appropriate period and with appropriate territorial coverage – if:

- (a) the results can reasonably be expected to be commercially or industrially exploited and
- (b) protecting them is possible, reasonable and justified (given the circumstances).

When deciding on protection, the beneficiary must consider its own legitimate interests and the legitimate interests (especially commercial) of the other beneficiaries.

7 CONSORTIUM AGREEMENT

Despite DivAirCity's Grant Agreement sets out the basic legal requirements, it has been signed a specific consortium agreement between the partners. The consortium agreement sets out the internal management guidelines for the consortium and can, for example, provide arrangements regarding the granting of specific access rights in addition to those provided for in the standard IPR provisions. Consortium agreements cannot conflict with the provisions of the Grant Agreement, which always prevails.

The ethical standards and guidelines of Horizon2020 must be rigorously applied, in accordance with the General Data Protection Regulation – GDPR, 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 (General Data Protection Regulation, <http://data.europa.eu/eli/reg/2016/679/2016-05-04>) will be fully applied. The consortium is aware that under the General Data Protection



Regulation 2016/679, our data controllers and processors are fully accountable for all data processing operations. Violation of the data subject rights may lead to sanctions as described in Chapter VIII, art.77-84.

The partners have identified and agreed on background knowledge for the project and have also, where relevant, informed each other that access to specific background is subject to legal restrictions or limits. Foreground knowledge must be the property of the partner/s generating the knowledge, if more than one partner is involved there will be an IPR joint ownership agreement, which will include exploitation and profitable conditions. Both foreground and background knowledge transfer to third parties is regulated by the CA, ensuring the rights of all project partners. Access rights to foreground and background knowledge will be given to follower projects and organisation delivering the twinning programmes (WP8) to allow follower cities and other projects to build on the results of DivAirCity in their ecosystem beyond the funding timescale of the project.

Dissemination activities, in particular video production and exhibitions must be regulated by IPR as well, to ensure compliance in terms of video, music and artistic rights. They will be regulated under traditional media/art production IP rules as set by RTBF.



8 Bibliography

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