



# Ruralities

**RURALITIES - CLIMATE SMART, ECOSYSTEM-ENHANCING AND  
KNOWLEDGE-BASED RURAL EXPERTISE AND TRAINING CENTRES**

## **KNOWLEDGE AND INTELLECTUAL PROPERTY RIGHTS MANAGEMENT (KIPER) GUIDELINES AND BRIEFS**

**D1.3**

**WP1 – MANAGEMENT: lean-agile management and  
coordination ecosystem**

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# 1 ABSTRACT

The project 'Climate smart, ecosystem-enhancing and knowledge-based rural expertise and training centers' (RURALITIES) delivers an ecosystem-enhancing and climate action driven expertise and learning framework organized in hubs e.g., the 'RURALITIES', comprising a series of innovative methodologies with the learner at its core, supported by a comprehensive network of living labs, and a digital platform combining the Internet and wireless technologies, to assist engage, connect and empower actors. This is done via a multi-point approach e.g., multi-actors, multi-disciplines, multi-systems, multi-scale, multi-sectors, and multilevel.

RURALITIES is rooted in the recruitment, preparation, training and coaching of 1.000+ facilitators for a variety of tasks (e.g., trainers, facilitators, role models, hub coordinators, etc.), and who play a significant role in creating the matrix and the platform upon which the learning framework is built, develops, and evolves. RURALITIES proposes to ideate, implement, futureproof, validate and deliver the expertise and learning centers via real-scale practicing in 6 simplified rural socio-ecological systems (SIMSES) e.g., demonstrators, 2 in Italy, 1 in the United- Kingdom (UK), 1 in Slovenia, 1 in Spain and 1 in Romania. RURALITIES coordinates identified actions of local, regional authorities in supports of rural innovation in regions and economic sectors where rural innovators are not yet engaged in a relevant network.

RURALITIES coordinates identified SIMSES networks promoting rural innovation solutions whilst establishing innovative multipoint 'RURALITIES Hubs' of expertise and training on rural innovation. This is done via coordinating action for the managing authorities and regional bodies influencing regional and national policy instruments in Italy, the UK, Slovenia, Spain and in Romania.

## PARTNERS

Number	Role	Short name	Legal name	Country
1	COO	PEDAL	PEDAL CONSULTING SRO	SK
2	BEN	RDRP	ASOCIATIA RURAL DEVELOPMENT RESEARCH PLATFORM	RO
3	BEN	CETRI	CENTER FOR TECHNOLOGY RESEARCH AND INNOVATION (CETRI) LTD	CY
4	BEN	ASIN	ASOCIACION DE INVESTIGACION DE INDUSTRIAS CARNICAS DEL PRINCIPADO DE ASTURIAS	ES
5	BEN	NIC	KEMIJSKI INSTITUT	SI
6	BEN	UPM	UNIVERSIDAD POLITECNICA DE MADRID	ES
7	BEN	IRI	INSTITUT ZA RAZVOJ I INOVACIJE - IRI	RS
8	BEN	PART	PARTICULA GROUP DRUSTVO S OGRANICENOM ODGOVORNOSCU ZA ISTRAZIVANJE RAZVOJ I PROIZVODNJU	HR
9	BEN	UNIZG	SVEUCILISTE U ZAGREBU AGRONOMSKI FAKULTET	HR
10	BEN	ACTS	AFRICAN CENTRE FOR TECHNOLOGY STUDIES	KE
11	BEN	CITT	CENTRO DE INVESTIGACAO E TRANSFERENCIA DE TECNOLOGIA PARA DESENVOLVIMENTO COMUNITARIO	MZ
12	BEN	EQUIP	EUROPEAN SOCIETY FOR QUALITY AND PATIENT SAFETY IN GENERAL PRACTICE/ FAMILY MEDICINE	DK
13	BEN	MUNI	MUGLA SITKI KOÇMAN UNIVERSITY	TR
14	BEN	MARIN	MARIN BIYOTEKNOLOJİ URUNLERİ VE GIDA SANAYİ TİCARET LIMITED ŞİRKETİ	TR
15	BEN	ULB	UNIVERSITE LIBRE DE BRUXELLES	BE
16	BEN	INAG	INAGRO, PROVINCIAAL EXTERN VERZELFSTANDIGD AGENTSCHAP IN PRIVAATRECHTELIJKE VORM VZW	BE
17	BEN	AASMT	ARAB ACADEMY FOR SCIENCE, TECHNOLOGY AND MARITIME TRANSPORT	EG
18	BEN	RRAP	REGIONALNA RAZVOJNA AGENCIJA POSAVJE	SI
19	BEN	YXSAV	YXS AVALANA SRL	RO
20	BEN	UNIVI	UNIVERSITATEA PENTRU STIINTELE VIETII "ION IONESCU DE LA BRAD" DIN IASI	RO
21	BEN	SIRET	ASOCIATIA GRUPUL DE ACTIUNE LOCALA SIRET-MOLDOVA	RO

Number	Role	Short name	Legal name	Country
22	BEN	SUA	Sokoine University of Agriculture	TZ
23	BEN	UNINO	UNIVERSITE DE NOUAKCHOTT AL AASRIYA	MR
24	BEN	IFAYA	INSTITUT FACULTAIRE DES SCIENCES AGRONOMIQUES (IFA) DE YANGAMBI	CD
25	BEN	ACD	ALTERNATIVE COMMUNAUTAIRE POUR LE DEVELOPPEMENT DURABLE (ACDD)	CI
26	BEN	PROTO	PROTOTIPI LIMITED	NG
27	BEN	AMVO	ALMANAR VOLUNTARY ORGANIZATION	SD
28	BEN	CDD	COMMUNICATION POUR UN DEVELOPPEMENT DURABLE C.D.D.	TG
29	BEN	YTED	YOUTHS IN TECHNOLOGY AND DEVELOPMENT UGANDA LIMITED	UG
30	BEN	CTIC	FUNDACION CTIC CENTRO TECNOLOGICO PARA EL DESARROLLO EN ASTURIAS DE LAS TECNOLOGIAS DE LA INFORMACION	ES
31	BEN	FHV	FONDAZIONE HOMO VIATOR - SAN TEBALDO	IT
32	BEN	MOFE	MONTEFELTRO SVILUPPO SCARL	IT
33	BEN	MUSE	MUSEUM GRAPHIA	IT
34	BEN	CDM	LA CORTE DELLA MINIERA SRL	IT
35	BEN	DEX	DESARROLLO DE ESTRATEGIAS EXTERIORES SA	ES
36	BEN	REDA	ASOCIACION RED ASTURIANA DE DESARROLLO RURAL	ES
37	BEN	GMV	MONTAGNA VICENTINA SOCIETA COOPERATIVA	IT
38	BEN	MARA	MAROC HORIZON D'AVENTURES	MA
39	BEN	UNWI	UNIVERSITY OF MALAWI	MW
40	BEN	NOMA	OKMNOMADS.ORG	GH
41	BEN	UNIM	MAGYAR AGRAR- ES ELETTUDOMANYI EGYETEM	HU
42	BEN	ENIC	ECOLE NATIONALE D'INGENIEURS DE CARTHAGE	TN
43	BEN	UASZ	UNIVERSITE ASSANE SECK DE ZIGUINCHOR	SN
44	BEN	CPF	CONFEDERATION PAYSANNE DU FASO	BF
45	BEN	UNAD	UNIVERSITY OF RWANDA	RW
46	BEN	ZLAN	ZAMBIA LAND ALLIANCE	ZM
47	BEN	EVRO	EVROSAD PROIZVODNJA TRGOVINA EVETOVANJE D.O.O. KRSKO	SI
48	BEN	SEVO	TURISTICNO DRUSTVO SENOVO	SI
49	BEN	IISAC	ISTITUTO D'ISTRUZIONE SUPERIORE A CECCHI	IT





Number	Role	Short name	Legal name	Country
50	AP	HITP	THE HIGHLANDS AND ISLANDS TRANSPORT PARTNERSHIP	UK
51	AP	ASPI	ASPIRE-IGEN GROUP LIMITED	UK
52	AP	EW	CONSERVATION EDUCATION AND RESEARCH TRUST	UK



## ABBREVIATIONS

Acronym	Description
BG	Background
CA	Consortium Agreement
CSA	Coordination and Support Action
EC	European Commission
EM	Exploitation Manager
EPC	European Patent Convention
ER	Exploitable Results
EU	European Union
FG	Foreground
GA	Grant Agreement
IP	Intellectual Property
IPR	Intellectual Property Right
KIPER	Knowledge and intellectual property rights management
MML	Mobilization and Mutual Learning
NDA	Non-disclosure agreement
PHAP	Project Heritage Action Programme
PC	Project Coordinator
PMC	Project Management Committee
PMO	Project Management Office
PR	Project Result
R&D	Research and Development
SIMSES	Simplified Socio-ecological Systems
SMEs	Small and Medium-sized Enterprises
WBS	Work Breakdown Structure
WIPO	World Intellectual Property Organization
WP	Work Package

## 2 INTRODUCTION

### 2.1 Purpose and Scope

The RURALITIES partners are dedicated to achieving sustainable results beyond the project's conclusion and ensuring that innovative ideas, methodologies, and project outcomes are fully recognized, preserved, and made available to relevant stakeholders. Therefore, the consortium establishes fundamental principles early in the project to establish a robust management framework for both Background (BG) and Foreground (FG) Intellectual Property Rights (IPR) within RURALITIES.

The initial version of the **D4.6 - Exploitation of results action plan (due M36)** will establish guidelines for monitoring the protection of IP and IPR within the consortium. This effort will ultimately support the creation of value from the project's exploitable results and facilitate successful innovation and deployment.

The present document outlines the **RURALITIES Knowledge and intellectual property rights management (KIPER) guidelines and briefs**, aiming to lay the groundwork for identifying the project's key assets and underlying IPR. It also aims to foster a common understanding regarding their exploitation framework after the project's conclusion.

### 2.2 Document structure

The RURALITIES Knowledge and intellectual property rights management (KIPER) guidelines and briefs has the following structure:

- **Chapter 1 and 2** provides introductory information about the context in which this report has been elaborated as well as its targets and structure.
- **Chapter 3** clarifies the key terms pertaining to the IPR management of the project, defines the underlying objectives and explains the main intellectual property protection instruments to be employed.
- **Chapter 4** outlines the IPR management approach and its underlying stages in the context of RURALITIES and describes the methodology to be followed in this respect.
- **Chapter 5** introduces the IPR Matrix and explains the procedures followed to identify the RURALITIES background and foreground IP, as perceived at this stage of the project.
- **Chapter 6** lists and describes briefly the identified assets within RURALITIES.
- **Chapter 7** concludes on the next steps towards the exploitation of the assets of the project.

The RURALITIES Knowledge and intellectual property rights management (KIPER) guidelines and briefs will be complemented by other deliverables. Specifically, **D4.6 - Exploitation of results action plan - initial version (M36) and D4.13 - Exploitation of results action plan - final version is expected at the end of the project (M60)**. Both reports will be delivered by UNIZG. This will include the description of the project's final assets, as well as the consortium's plans regarding their IPR protection and their main exploitation routes that will facilitate their exploitation after the end of the project.

## 3 KIPER OVERVIEW

### 3.1 Objectives

This document serves to protect all project assets with a view of managing efficiently all the outcomes that will stem from the project's activities and ensuring the wider availability to all relevant stakeholders and, where relevant, the deployment of RURALITIES's exploitable results after the project's completion. To this end, the main objectives of the Knowledge and intellectual property rights management (KIPER) guidelines and briefs are the following:

- **Define** and **agree** on the RURALITIES IPR management methodology to be followed within the context of the project.
- **Develop** a common understanding among RURALITIES partners, concerning terms and issues of the Background (BG) and Foreground (FG) IP and respective access rights.
- **Conceptualize** a preliminary frame of the IP protection that will be employed in each identified exploitable result of RURALITIES.
- **Prevent** and, if not possible to prevent in all cases, define and eventually dissolve any possible conflicts in IP within the consortium and beyond.
- **Establish** common guiding routes and actions within the consortium to safeguard the smooth operation of the IPR strategies to be implemented.

The KIPER is setting out how the following elements related to IP in RURALITIES are to be managed within the project's context, with a view to creating a path for post-project exploitation of the relevant assets:

- Background IP
- Foreground IP
- Exploitable Results
- Access Rights
- Protection of Results
- Dissemination

The above-mentioned key concepts are normally considered for designing the Exploitation, Sustainability Plan of Horizon Europe projects. Definitions of these concepts are provided in the definition section below and will be conveyed to and mutually agreed upon by all RURALITIES partners.

### 3.2 Definitions

#### 3.2.1 Background IP

Background IP can be defined as data, know-how or information – including any rights - owned or licensed to a project partner prior to the commencement of the Grant Agreement (GA) and needed to implement the action or exploit the project's assets.<sup>1</sup> The background needed for carrying out the project activities or exploiting the underlying results must be accessible to the other project partners on a

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<sup>1</sup> See Article 16 of the RURALITIES Grant Agreement

royalty-free basis. Under this frame, all project partners must identify the background as pertinent to the project actions and grant access rights to this IP.<sup>2</sup> The background of a project can be identified and agreed:

- (i) Within the Consortium Agreement (CA), after the internal evaluation of pre-existing knowledge, or
- (ii) in a separate agreement (“agreement on the background”).

In this respect, there are two main aspects to consider when dealing with the background of a project:<sup>3</sup>

- **Identification of background:** Naming of the assets that each project partner provides to the consortium, and which are imperative for the successful implementation and exploitation of the project actions.
- **Definition of Access Rights:** Clarification of the rights to use knowledge under the terms and conditions agreed within the consortium and alignment with the underlying background rules and obligations set by the European Commission (EC) to ensure the smooth implementation of the project.

### 3.2.2 Foreground IP

Foreground refers to the results and assets that are generated through the implementation of project activities, including pieces of information, materials, and knowledge.<sup>4</sup> These results comprise any tangible or intangible output of the project’s actions which can be protectable or not. In this respect, foreground IP can arise and be obtained from project partners to protect and exploit the underlying exploitable results of the project. It includes intellectual property rights (e.g. copyrights, industrial designs, patents), similar forms of protection (e.g. rights for databases) and unprotected know-how (e.g. confidential material). It should be noted that results generated outside the project activities cannot be defined as foreground.

RURALITIES GA establishes that the results of the project are owned by the project partner who generates them.<sup>5</sup> Given the collaborative nature of the project, some results can be jointly developed by several partners. In this case, joint ownership can arise among the contributing partners and is subject to the agreement on the allocation and terms of the exercise of their joint ownership. Although regulations concerning the frame of joint ownership are embedded in the RURALITIES GA,<sup>6</sup> it would be best practice for partners to establish during the project implementation a separate joint ownership agreement to define the allocation and terms of exercising their ownership. Each joint owner can grant non-exclusive

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<sup>2</sup> See Attachment 1 in the Consortium Agreement for a detailed description of the RURALITIES background and the access rights granted.

<sup>3</sup> European Commission, European Innovation Council and SMEs Executive Agency, Scherer, J., Weber, S., Alveen, P., et al., *European IP Helpdesk : successful valorisation of knowledge and research results in Horizon Europe : boosting the impact of your project through effective communication, dissemination and exploitation*, Publications Office of the European Union, 2022, Available at: <https://data.europa.eu/doi/10.2826/437645>.

<sup>4</sup> For a detailed definition of the Foreground see: <https://iprhelphdesk.eu/glossary/foreground>. Last accessed: 20/3/2024.

<sup>5</sup> See article 16 of the RURALITIES Grant Agreement, Annex 5

<sup>6</sup> See article 16 of the RURALITIES Grant Agreement, Annex 5

licenses to third parties to exploit the joint-owned results unless otherwise agreed in the CA or the joint ownership agreement.

### 3.2.3 Exploitable Results

The exploitation of project results means the utilization of results in further research activities other than those covered by the action concerned (e.g. in other research activities; or in developing, creating and marketing a product or process; or in creating and providing a service, or in standardization activities).<sup>7</sup> Under this scheme, an exploitable result is defined as a project result (expected or achieved) that meets the following two conditions:

- Has commercial/social/academic relevance;
- Can be commercialized/exploited as a standalone result (e.g. product, process, service, etc.).<sup>8</sup>

Therefore, exploitable results can be a combination or part of a foreground result(s). Not all foreground items may meet the above conditions.<sup>9</sup> Furthermore, exploitable results are not necessarily market ready; they may require further Research and Development (R&D), engineering and validation before becoming commercially exploitable.

### 3.2.4 Access Rights

Access rights refer to one partner's rights for requesting access to another project partner's background and foreground to implement its activities under the project or to use its own results. Additionally, access rights can be used as long as they are needed for exploiting the project's results. The provisions governing access rights within a collaborative Horizon Europe project follow specific rules pre-defined in the Grant Agreement and the Consortium Agreement. Access rights within RURALITIES are presented in Table 1.

Table 1 Access Rights

Purpose of access	Access to Background	Access to Results
Project implementation	<ul style="list-style-type: none"> <li>• Royalty-free</li> <li>• Unless otherwise agreed by participants</li> </ul>	<ul style="list-style-type: none"> <li>• Royalty-free</li> </ul>
Exploitation of Own results	<ul style="list-style-type: none"> <li>• Subject to individual agreement</li> <li>• Granted under fair and reasonable conditions</li> </ul>	

### 3.2.5 Protection of Results

It should be noted that when considering IP protection, IP assets can be protected by several types of IPR, and therefore, the most appropriate protection strategy must be chosen. The selection of the most

<sup>7</sup> European Commission, Glossary, Available at: <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/support/glossary>, Last accessed: 20/3/2024.

<sup>8</sup> A patent for licensing is also an exploitable result.

<sup>9</sup> European Commission, Communication, Dissemination And Exploitation Why They All Matter And What Is The Difference?, Available at: [https://ec.europa.eu/research/participants/docs/h2020-funding-guide/imgs/quick-guide\\_diss-expl\\_en.pdf](https://ec.europa.eu/research/participants/docs/h2020-funding-guide/imgs/quick-guide_diss-expl_en.pdf), Last accessed: 20/3/2024.

suitable form of IP protection depends on the nature and specific characteristics of the results under consideration and the objectives of the IP owner.

There are various types of instruments that may be considered for protecting IP. Under the frame of RURALITIES, meaningful IP protection instruments that can be used are the following:

- Trade and service marks;
- Patents;
- Utility models;
- Copyrights;
- Trade secrets;
- Confidentiality agreements.

Further details about each of the above-mentioned protection instruments are provided in the subsections below.

### 3.3 Trademarks and service marks

#### 3.3.1 Trade Marks

A trade mark constitutes an exclusive right over the use of a sign in relation to the goods and services for which it is registered.<sup>10</sup> Trade marks consist of signs capable of distinguishing the products (either goods or services) of a trader from those of others. The main function of a trade mark is to identify the commercial origin of a product. This does not mean that it should inform the consumer of the actual person who has manufactured the product or even the one who is trading in it. It is sufficient that consumers can trust in a given enterprise, not necessarily known to them, being responsible for the product sold under the trademark.

#### 3.3.2 Service Marks

In modern trade, consumers are confronted not only with a vast choice of goods of all kinds but also with an increasing variety of services which tend more and more to be offered on a national and international scale. There is therefore a need for signs that enable consumers to distinguish between different services such as insurance companies, car rental firms, airlines, etc. These signs are called service marks and fulfil essentially the same origin-indicating and distinguishing function for services as trademarks do for goods. Since service marks are signs which are very similar in nature to trademarks, the same criteria could be applied. Thus, service mark protection has sometimes been introduced by a very short amendment to the existing trademark law or simply by providing for the protection of service marks under the provisions of the trademark law.<sup>11</sup>

#### 3.3.3 Patents

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<sup>10</sup> For the definition of trademark in Europe, see: <https://intellectual-property-helpdesk.ec.europa.eu/system/files/2021-01/EU-IPR-Guide-IP-in-Europe-EN.pdf> Last Accessed: 20/3/2024.

<sup>11</sup> See WIPO Intellectual Property Handbook 2008: Policy, Law, and Use. Chapter 2: Fields of Intellectual Property Protection, p. 68f.

A patent is an exclusive right granted for the protection of inventions (products or processes) that offer a new technical solution or facilitate a new way of doing something. The patent holder has the exclusive right to prevent third parties from commercially exploiting their invention for a limited period. In return, the patent holder must disclose the invention to the public in the patent application.<sup>12</sup>

The patent owner has the right to decide who may or may not use the patented invention throughout the period during which the invention is protected. Additionally, the patent owner may give permission to other parties, or permit them, to use the invention on mutually agreed terms. The owner may also sell the right to the invention to someone, who then becomes the new owner of the patent. Finally, patents are granted only country by country, some regionally (e.g. European), and may also be used in non-patented territories (although in such cases they would not enjoy the patent protection). Once a patent expires, the protection ends, and the invention becomes part of the public domain, meaning that owners do not hold exclusive rights any longer. Therefore, it becomes available for commercial exploitation, free of charge, by others.<sup>13</sup>

### 3.3.4 Utility Models

Also referred to as a “petty patent”, a utility model is an exclusive right granted for an invention, which allows its owner to prevent others from commercially using the protected invention, without their authorization, for a limited period.<sup>14</sup> The inclusion of utility models into the intellectual property system in some countries has the primary objective of nurturing the rapid evolution of indigenous innovativeness, particularly in small and medium-sized enterprises and among individuals.<sup>15</sup>

### 3.3.5 Copyrights

Copyright (or author’s right) is the term used to describe the economic and moral rights that creators have over their literary, scientific and artistic works. It is important to note that copyright only protects the expression of ideas represented in a physical embodiment, not the ideas themselves, and provided the expression is original.<sup>16</sup> There is not an exhaustive list containing the works that can be protected by copyright. However, there are several works usually covered by copyright at an international level:<sup>17</sup>

- Literary works such as novels, poems, plays, newspaper articles;
- Computer programmes, databases;
- Films, musical compositions, and choreographies;

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<sup>12</sup> Definition of patents in the European context retrieved from: <https://intellectual-property-helpdesk.ec.europa.eu/system/files/2021-01/EU-IPR-Guide-IP-in-Europe-EN.pdf> , Last accessed: 20/3/2024.

<sup>13</sup> See WIPO Intellectual Property Handbook 2008: Policy, Law and Use. Chapter 2: Fields of Intellectual Property Protection, p. 17.

<sup>14</sup> Definition of utility models in the European context retrieved from: <https://intellectual-property-helpdesk.ec.europa.eu/system/files/2021-01/EU-IPR-Guide-IP-in-Europe-EN.pdf> , Last accessed: 20/3/2024.

<sup>15</sup> See WIPO Intellectual Property Handbook 2008: Policy, Law and Use. Chapter 2: Fields of Intellectual Property Protection, p. 40.

<sup>16</sup> See WIPO Intellectual Property Handbook 2008: Policy, Law and Use. Chapter 2: Fields of Intellectual Property Protection, p. 40.

<sup>17</sup> Definition of copyrights in the European context retrieved from <https://intellectual-property-helpdesk.ec.europa.eu/system/files/2021-01/EU-IPR-Guide-IP-in-Europe-EN.pdf> , Last accessed:20/3/2024.



- Artistic works such as paintings, drawings, etc; and
- Advertisements, maps, and technical drawings.

Copyright protection also includes moral rights, including the right to claim authorship of a work, and the right to oppose changes to it that could harm the creator's reputation. The creator - or the owner of the copyright in a work - can enforce rights administratively and in the courts, by inspection of premises for evidence of production or possession of illegally made “pirated” goods related to protecting works. The owner may obtain court orders to stop such activities, as well as seek damages for loss of financial rewards and recognition.

### 3.3.6 Trade Secrets

Any confidential business information that provides a competitive advantage to an enterprise can be considered a trade secret. The type of information that could be protected as a trade secret is therefore highly diverse. It could include know-how, technical knowledge (potentially protectable as a patent), but also business and commercial data such as lists of customers, business plans, recipes, or manufacturing processes.<sup>18</sup>

### 3.3.7 Confidentiality Agreements

Confidentiality is an extremely important issue for participants in innovation projects, from the setting-up stage to the implementation and exploitation phases. Exchanging valuable information with other partners is generally a necessity that regularly occurs in collaborative initiatives or undertakings. Accordingly, confidentiality issues and measures should be taken into consideration to safely exchange information, facilitate the project development and ensure the non-disclosure of sensitive technology, business, or commercially confidential information. Confidentiality agreements provide protection and security to an organization that is about to share or make available information to another organization by ensuring that confidential information will be used only for the permitted purposes agreed between the signatories of the agreement and will not be used or revealed to third parties without consent. Therefore, the signature of a confidentiality agreement could be a very important step to keep confidential information secret to maintain a competitive edge.<sup>19</sup>

There are specific criteria to determine a confidentiality agreement as legally enforceable:

- The information must be secret, i.e. not readily accessible to people that normally deal with this kind of information;
- It must have commercial value;
- The owner must have taken reasonable steps to protect it.

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<sup>18</sup> Definition of trade secrets in the European context retrieved from <https://intellectual-property-helpdesk.ec.europa.eu/system/files/2021-01/EU-IPR-Guide-IP-in-Europe-EN.pdf> , Last accessed: 20/3/2024.

<sup>19</sup> See confidentiality agreements on the WIPO website: [https://www.wipo.int/export/sites/www/iap/en/docs/wipo-wef\\_iap\\_confidentiality\\_agreement.pdf](https://www.wipo.int/export/sites/www/iap/en/docs/wipo-wef_iap_confidentiality_agreement.pdf) Last accessed: 20/3/2024.

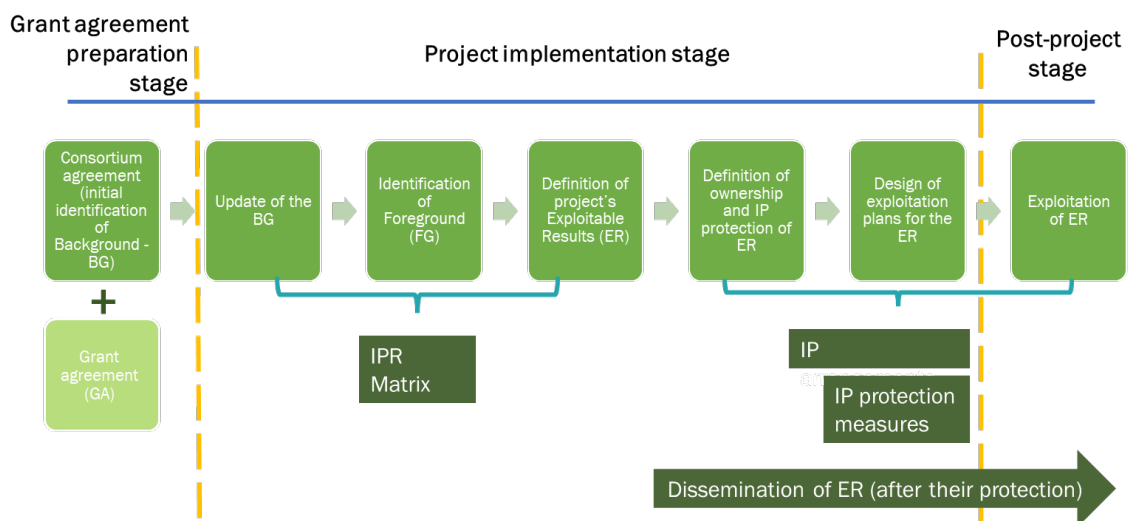
## 4 APPROACH

Throughout the RURALITIES project, key IP and exploitation and sustainability management will built on the pillars of identifying a common understanding concerning the background, foreground, ownership (including joint ownership), access and usage rights, dissemination, and exploitation during and after the project development. In this respect, the KIPER applies a comprehensive framework which separates the IP management processes of the project in the following stages:

1. Grant Agreement preparation stage;
2. Project implementation stage;
3. Post-project stage.

In this respect, Table 2 illustrates the IPR management stages, as considered within RURALITIES.

*Table 2 IPR Management stages*



### 4.1 Preparation Stage

Both the GA and the CA constitute documents which include a description of several issues related to IPR. Their unique provisions represent a reference point for IPR issues within the project partners. Thus, any further advancements regarding IPR actions to be put in place by project partners will be facilitated under the underlying provisions.

#### 4.1.1 Grant Agreement

The GA constitutes a contract which sets out the key rules and conditions of the project. It is signed between the EC and the RURALITIES partners and represents the main contractual basis for RURALITIES while its main points and sections which refer to IPR are included in article 16 "Intellectual property rights (IPR) — background and results — access rights and rights of use". Under this scheme, the management of the RURALITIES IP is regulated, whereas access rights and obligations related to the background are

set. In addition, the GA defines issues concerning the ownership and protection of the project's generated results, as well as their exploitation and dissemination outcomes. Lastly, the RURALITIES GA defines transferability and access rights to results.

#### 4.1.2 Consortium Agreement

The CA constitutes a contract among the partners of the RURALITIES consortium which aims to define rights and obligations during the partnership for the purposes of carrying out the project's foreseen actions and activities.<sup>20</sup> The CA minimizes the probability of later disputes as it provides rules and responsibilities during the project and defines the access rights to be granted to the partners concerning the project. In addition, it outlines rights and responsibilities among the consortium members concerning issues of the IP.

The RURALITIES CA's main points and sections referring to IPR are included in:

- **Section 8 "Results"**, that sets out provisions on ownership and joint ownership of results, as well as on their transfer and dissemination.
- **Section 9 "Access Rights"**, which clarifies the access rights governing principles along with the access rights for exploitation and dissemination purposes.
- **Attachment 1 "Background included"** that presents the initial list of usable backgrounds.

## 4.2 Implementation Stage

During the implementation stage of RURALITIES, IP handling procedures are foreseen to be applied among the RURALITIES partners to organize the results/assets management of the project. As the project continues, the focus will be on foreground identification, assets' ownership, access rights, and protection, as well as on the exploitation of the project's results. The RURALITIES IPR management emphasizes establishing robust handling procedures of the IPR issues that are of strategic importance to the project to facilitate the exploitation of its results.

Therefore, partners should focus on two different points:

- Providing access rights to their knowledge for other partners to carry out their work on the project.
- Establishing early asset identification procedures to protect, disseminate and exploit the project's assets.

In this respect, key IP-related issues in the RURALITIES implementation phase include:

- Background Identification
- Foreground Identification
- Results' ownership
- Protection of results

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<sup>20</sup> See IPR helpdesk for the definition of Consortium Agreement. [https://intellectual-property-helpdesk.ec.europa.eu/regional-helpdesks/european-ip-helpdesk/europe-glossary\\_en](https://intellectual-property-helpdesk.ec.europa.eu/regional-helpdesks/european-ip-helpdesk/europe-glossary_en) Last accessed: 20/3/2024

- Exploitation of results
- Dissemination of results

#### 4.2.1 Background Identification

During the first stages of RURALITIES is vital to identify the relevant knowledge, know-how and partners 'data, that constitute the background of the project. Under this framework, the underlying background could be attached to the generated assets of the project, which, eventually, will help the determination of access rights, ownership issues and IPR.

#### 4.2.2 Foreground Identification

A core process of the RURALITIES IP management is the project assets' identification to create a concrete mapping of the projects' assets and enhance the RURALITIES IP portfolio. Therefore, all IP valuable assets within the project must be identified, listed, named, described, and analyzed in a systematic way.

#### 4.2.3 Results' ownership

Partners will be asked (through the RURALITIES IPR Matrix) to elaborate further on the provisions of the CA regarding the results' ownership. Special attention will be paid to handling joint ownership issues. (See Guidelines in ANNEX 1).

#### 4.2.4 Protection of results

Effective exploitation of the innovative concepts and assets developed under the frame of RURALITIES depends on the protection of the project's results. In particular, the project's results must adequately be protected if:<sup>21</sup>

- The project's results can reasonably be expected to be commercially exploited and;
- Protecting them is possible, reasonable and justified (given the circumstances).

On this note, when considering IP protection, RURALITIES partners must consider their own interests along with the interests of the consortium. Project partners should safeguard the identified exploitable RURALITIES results with adequate protection schemes, which will offer a protection period within a suitable geographical territory. The geographical territory should be agreed upon by the parties in advance, based on where the IP will be used. By default, Europe is considered to be the suitable territory in which the identified exploitable RURALITIES results will be safeguarded, but it remains at the discretion of the interested parties to collectively reach an agreement regarding this matter.

Table 3 illustrates an indicative list of different protection instruments. The ones most applicable to the RURALITIES project are highlighted, as considering the CSA nature of the project, it is not expected to employ all the instruments in the list. Furthermore, additional protection instruments can be used when deemed suitable as the project activities progress.

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<sup>21</sup> See: <https://cms.eurice.eu/storage/uploads/news/files/ip-management-in-collab-horizon-projects.pdf>, Last accessed: 20/3/2024.

*Table 3 Indicative list of protection instruments*

Subject Matter	Patent	Utility	Copyright	Trademark	Confidential Information
Invention	X	X			X
Software <sup>22</sup>	X	X	X		X
Scientific Article			X		
Technology Design			X	X	
Name of Technology				X	
Know How	X	X			X
Website			X	X	

IP protection constitutes a tool to create value through the licensing, sale or commercialization of IP in the form of products and services. IP utilization is vital for prospective commercial or industrial exploitation as it could contribute to supporting the branding of products and services both to customers and investors. It should be noted that the IP protection of an asset is not always mandatory.

#### 4.2.5 Exploitation of results

The identified exploitable results and assets of RURALITIES will be effectively exploited for relevant use as foreseen during the project. In particular, the RURALITIES consortium will seek exploitation opportunities of the project's results in:

- i) Further research activities;
- ii) Developing, creating or marketing a product or process;
- iii) Creating and providing a service;

#### 4.2.6 Dissemination of project results

RURALITIES partners are set to select the appropriate means for the dissemination of the project's results (e.g. scientific publications, publication on web sites, conferences, open access, etc.), based on the conditions set forth in the CA<sup>23</sup> and in other specific confidentiality agreements. All partners should be aware that they should first ensure the protection of a project's exploitable result and then proceed to dissemination actions of the underlying result.

### 4.3 Post project stage

At the project's formal conclusion elaborated in D4.13 Exploitation of results action plan – final version will be submitted at M60. It will include the final outline of the use which the RURALITIES consortium intends to make its exploitable foreground (including its final description and sector of application) and the related plans and time frame for their exploitation.

<sup>22</sup> Software patentability is still a debated issue given its exclusion as subject matter as by Article 52(2)(c) and (3) of the European Patent Convention (EPC). Source: IPR Helpdesk.

<sup>23</sup> See Section 8.4 of the RURALITIES Consortium Agreement.

D4.13 will describe further the activities that will be developed to deploy the dissemination and exploitation of the project's achievements and the activities that aim to ensure the sustainability of the project's results. Additionally, D4.13 will include the final findings regarding IP issues and the final update of the IPR Matrix presenting in detail the applied and registered intellectual property rights.

The aforementioned deliverable will present the final advanced strategy for the exploitation and management of IPR and the sustainability after the project ends.

## 4.4 Role of the Exploitation Manager

The Exploitation Manager (EM) is responsible for defining RURALITIES's Exploitation of results action plan. The tasks include preparing the respective reports and ensuring that innovative ideas which come up during the project will be thoroughly examined and assessed for potential exploitation, while at the same time, all project's BG and FG IPs are properly managed. To this end, the Exploitation Manager (UNIZG) will be in close communication with the Project Coordinator (PEDAL) and the Project Management Office (PMO) to ensure the optimal management of all IP assets.

**The EM and the Project Coordinator (PC) will be responsible for the organization and management issues of RURALITIES's IPR strategy implementation. With that said, it is considered as being a good practice for a partner to inform and consult the EM and the PC accordingly before deciding whether to protect the results stemming from its underlying activities or not – particularly if the partner is considering a potential joint IP scheme.**

Lastly, the EM has also a mediation role in case of IP conflicts, monitors project activities and feeds the development of the subsequent versions of this report in the context of RURALITIES.

## 4.5 Knowledge Management of the project

The management of the IP constitutes an integral part of the overall RURALITIES project management structure and thus it is important to establish permanent IP monitoring during the project. In this respect, an efficient IPR management methodology should define, from the early stages of the project, the procedures under which newly generated/identified results will be handled during the RURALITIES's lifecycle.

Efficient management of IP in RURALITIES will be achieved by adopting a process able to identify IP results as well as to determine their adequate handling and protection. In this respect, it is essential to establish mechanisms that will guarantee that IP information is reliable and timely captured. In case WP Leaders identify a new asset that will be generated under their respective WP activities, the Exploitation Manager should be informed accordingly.

The RURALITIES EM and the PC, together with the partners producing the newly identified asset, constitute the parties that will handle the screening and managing of any newly identified assets and their corresponding IP issues. The EM will direct the consortium partners to establish the most adequate and efficient IPR strategy based on the nature of the newly identified asset and the purposes of the RURALITIES consortium.

To facilitate this process, the consortium foresees to create and update a living IPR Matrix to be revised and extended with new pieces of assets and project results (FG).

## 4.6 IP Conflicts

To proactively avoid IP conflicts, project partners will be well-informed about IP rules and guided through the exploitation process not only via the IPR Matrix but also through the help of the EM. In this respect, project partners will identify their IPR assets, formulate their ownership and exploitation claims and if deemed necessary, transfer any relevant results to RURALITIES exploitable results according to the principle rights and obligations defined in the CA of the project.<sup>24</sup>

The EM will aid with the following indicative (and not exclusive) issues:

- Is there a possible misunderstanding about the definition of the exploitable result and therefore of the object of claims?
- Are there exploitation claims that should be further specified so that the partners can check the compatibility of their claims?
- Are the foreseen exploitation claims compatible with the ownership claims of the partners (related issue of access rights)?
- Are there any confidentiality issues e.g. on new knowledge of strategic importance for a partner and consequently the need for a confidential agreement?
- Are there any possible IP conflicts between the partners, both related to ownership and the related need for access rights and exploitation claims?

**In case of IP conflict, the EM will encourage conflicting parties to get in contact and pro-actively find solutions and sign written agreements whenever necessary. In case no agreement is achieved, an internal mediation process will be kicked off following the provisions of the RURALITIES's CA. In case the IP issues remain unresolved after this first mediation procedure, a further mediation process in accordance with the WIPO Mediation Rules will be applied.<sup>25</sup>**

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<sup>24</sup> See Section 8 of the RURALITIES Consortium Agreement.

<sup>25</sup> See Section 11.8 of the RURALITIES Consortium Agreement.

## 5 IPR MATRIX METHODOLOGY

The IPR Matrix will be used in the framework of the project to define the main IPR issues related to the exploitation and sustainability strategy. This approach will facilitate the consortium partners to identify the background, foreground, and exploitable results. In addition, the IP protection measures, and the necessary agreements will be defined to ensure the successful exploitation of the project outcomes even after the completion of the project.

The IPR methodology follows four (4) interconnected steps:

1. **Identification of the Background IP** and definition of the access rights of the consortium partners
2. Preliminary **identification of the foreground IP** that will be produced in the framework of the project's activities.
3. Initial **identification of the exploitable assets/results** that will be produced in the framework of the project.
4. **Definition of the IPR protection** of the identified exploitable assets/results that can be potentially commercially exploited by the consortium partners.

At this early stage of the project, the objective of the KIPER is to define the main assets and pave the way for D4.6, where the FG and BG IPs of the project along with their corresponding access rights will be elaborated. During the later stages of the project's implementation, the IPR methodology will be devised accordingly, to capture and integrate the evolution of the identified results and the IPR approach of the project. In particular, the identification of exploitable assets would yield the need to establish an ownership regime among project partners for each one of the exploitable results. In addition, rules and conditions to get access to exploitable results need also to be considered. Finally, validation of the IPR needs to be meticulously employed. Under this framework, the structure of the IPR Matrix that will be used throughout the duration of the project is summarized in Table 4.

*Table 4 Structure of the IPR Matrix*

Background (BG)	Foreground (FG)	Exploitable results (ER)
<ul style="list-style-type: none"> <li>• BG#</li> <li>• Partner's Background</li> <li>• Contributing Partner</li> <li>• Short Description of BG</li> <li>• Type of Protection</li> <li>• How will it be utilised within RURALITIES?</li> <li>• Conditions to Use within RURALITIES</li> <li>• Conditions to use outside RURALITIES</li> </ul>	<ul style="list-style-type: none"> <li>• FG#</li> <li>• Project Outcome /Achievement/Result</li> <li>• Related WP</li> <li>• Contributing Partners</li> <li>• Short Description of FG</li> <li>• Related BG# (BG owner)</li> <li>• Type of Protection</li> <li>• Conditions to Use within RURALITIES</li> </ul>	<ul style="list-style-type: none"> <li>• ER#</li> <li>• Exploitable result</li> <li>• Main partner</li> <li>• Further contributing partner(s)</li> <li>• Related FG#</li> <li>• Related project task/deliverable (if applicable)</li> <li>• Related BG# (BG owner)</li> <li>• Proposition for the ER-owner</li> </ul>



<ul style="list-style-type: none"> <li>Interest in further exploitation through RURALITIES results</li> </ul>	<ul style="list-style-type: none"> <li>Interest in Further Commercialisation of Project Results</li> <li>Conditions to Use after the end of the Project</li> </ul>	<ul style="list-style-type: none"> <li>Short description of the ER</li> <li>Relevance for IP Protection</li> </ul>
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## 5.1 Identification of Background IP

During the first stage of the IPR Matrix, the Background that will be used during the implementation of the project will be identified (Table 5).

*Table 5 IPR Matrix Background Template*

#	Relevant Background	Contributing Partner	BG number	Short description of BG	Type of protection	Conditions to use within RURALITIES	Conditions to use outside RURALITIES	Interest in further exploitation through RURALITIES's results
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Multiple information regarding the Background IP will be recorded in the respective template. In the second column of the table, a short name of the Background is given. Then, the responsible partner is mentioned, and a number is assigned related to the Work package and the number of assets. In the 5<sup>th</sup> column of the table, a short more detailed description of the BG is offered. Furthermore, the partners define the type of protection in terms of patents, utility models, copyrights, trade and service marks, trade secrets, creative commons licenses, and confidentiality agreements, among others. In column seven (7), the partners define how this BG will be used in the framework of the project, and then in columns eight (8) and nine (9) describe the conditions under which the consortium partners and the stakeholders outside the consortium respectively can use the BG. Finally, the partners should state their interest in further exploitation of the BG in the framework of the project through the produced results.

**The background IP will be registered by the project partners by M36, as perceived at that stage of the project. The results will be presented in D4.6.**

## 5.2 Identification of Foreground IP

In the second stage of the IPR Matrix, the partners will identify the Foreground that will be produced during the project's activities (Table 6).

*Table 6 IPR Matrix Foreground Template*

WP	#	Project result (PR)	Specific project result	Main partner(s)	Contributing partner(s)	Related BG number	Short description of FG	FG number	Potential IP protection	Conditions to use within RURALITIES	Interest in Further Commercialisation	Conditions to use after the end of project
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The above template will be used by the consortium partners to identify the foreground IP. In the first four columns, the RURALITIES project achievements will be listed along with the respective WP. Then, the main contributing partner is mentioned. Usually, if an FG comes as a direct result of a Task, then the main partner is the Task leader. In addition, the rest of the contributing partners are also mentioned. Similarly, the contributing partners are usually the partners contributing to the Task that the FG emerges from. In the 7<sup>th</sup> column, the number of the related Background IP is mentioned while in column eight (8) is given a short description of the FG. Furthermore, a Foreground number is assigned to the respective FG. Similarly, to the background identification template, the partners also define the type of protection, the

conditions under which the FG can be used by the consortium partners and the interest for the commercialization through the project results. Finally, in the last column, the conditions (e.g., free to use, license fee, etc.) to use after the end of the project shall be indicated by the project partners.

**The identified Foreground IP up until M36 will be included in D4.6.**

### 5.3 Identification of exploitable results

In the third stage and based on the identified FG the consortium partners will define the exploitable results and the IPR management procedures:

- i) Protection
- ii) Definition of access rights
- iii) Exploitation pathways

The main aim of this third stage of the IPR Matrix where the exploitable results and the main contributors will be defined will be:

- To identify IP ownership and exploitation claims, as well as pro-actively indicate possible conflicts for each exploitable result; and
- To support decisions on issues pertaining to IP protection, to timely make the needed steps in this regard, including any potential IP agreements (e.g. for joint ownership, providing access rights or even an NDA for confidentiality).

Table 6 will be used throughout the whole duration of the project to deploy the third stage of the IPR Matrix and identify the exploitable results.

*Table 7 IPR Matrix Exploitable Results Template*

ER #	Exploitable Result	Short description of ER	Main partner	Contributing Partner(s)	Related FG number	Related BG number	ER Owner	Potential IP protection	M	U	L	S	O	Most promising M-U-L-S-O	User	Benefits	Exploitation route	Actions for the exploitation of the ER		
																		What	Who	When

In the first three columns, the number, a short name and a brief description of the exploitable results will be mentioned. In the next two columns, the main responsible partner and the rest contributing partners will be listed. In columns 6<sup>th</sup> and 7<sup>th</sup>, the number of the related FG and BG will be indicated. In addition, in the next column, the proposed owner of the exploitable result will be defined, while in column nine (9) the relevance for IP protection will be indicated by the responsible partner. The next five (5) columns indicate the five (5) different categories of exploitation claims.

- **M:** Making a product and selling it.
- **U:** Using the project result internally for further development, for instance:
  - To develop something else for sale; or
  - For R&D departments (public or private) to use the results in new research projects.
- **L:** Licensing the project result to third parties.
- **S:** Providing a Service, such as consultancy, etc.
- **O:** Others

The partner responsible for the exploitable results with the support of the contributing partners, the coordinator and the exploitation manager shall choose which exploitation claims best fit the ER. In the final column, the most promising exploitation claim shall be indicated.

The templates and guidelines mentioned above, outlining how partners should fill them out, can be found in ANNEX 1.

## 6 IDENTIFIED ASSETS OF RURALITIES

Table 8 presents the identified assets and their short description as defined by the consortium partners during these early stages of the project.

*Table 8 Identified Assets*

No.	Asset	Description
1	RURALITIES compendium of rural innovation	Substantial increase of knowledge of the SIMSES landscape and its territorial idiosyncrasies
2	RURALITIES expertise centers	WP7 establishes RURALITIES expertise centres on rural innovation with key actors of the rural scene
3	RURALITIES training centres	WP8 establishes RURALITIES training centres on rural innovation with key actors of the rural scene
4	Stakeholder empowerment activities (including capacity building for local stakeholders; tools and methodologies)	These capacity building activities will take place to boost the know – how of local stakeholders in each respective SIMSES.
5	Reports and deliverables	All project activities will be accounted for the publication of the project results through the project reports and deliverables
6	Event format package	Innovative formats (live, online, hybrid) of collaboration and stakeholder engagement with enhanced gamified applications and tools, in the context of RURALITIES events.
7	Toolkits	Combination of all knowledge assets with explanations produced by the project and useful for their replication and exploitation

## 7 CONCLUSIONS AND WAY FORWARD

Knowledge and intellectual property rights management (KIPER) guidelines and briefs has presented the main elements of the IPR approach, the methodology employed in this respect as well as provided an overview of the project's assets. To facilitate the identification and management of RURALITIES assets, a dedicated tool has been elaborated under the supervision of the Exploitation Manager.

D4.6 – Exploitation of results action plan - initial version will be submitted in M36 of the project, depicting initial version of the 'Project Heritage Action Programme' (PHAP), which defines the project's exploitation of results action plan and mechanisms, including the detailed framework of implementation e.g., resources, calendar and anticipated results, and also, the project's financial business case handbook. The final version (D4.13 at M60) of the report will provide more details on the exploitable assets of the project and the framework of their exploitation, to support the sustainability and continuation of RURALITIES outcomes.

**The Exploitation Manager is responsible for keeping the Exploitation of results action plan updated. The Exploitation Manager: a) will monitor the project's activities as they evolve; b) will timely capture innovation opportunities that may go unnoticed; c) will identify any potential conflicts of interest and facilitate their resolution before the end of the project. Thus, a proactive smooth post-project exploitation of RURALITIES results will be fostered.**

## 8 ANNEXES

### Annex 1 – RURALITIES Guidelines to fill in the IPR Matrix



#### RURALITIES Guidelines to fill in the IPR Matrix

##### 1. Key definitions

###### Background (BG)

Information held by beneficiaries, owned or controlled by project partners and brought to the project; may come from existing knowledge as well as copyright or other IPR.

Background information has to be: Relevant to the project result, needed to carry out the project or for using the foreground, and somehow embedded in the result.

###### Foreground (FG) = Project Results

Results, including information, being protectable or not, which are generated under the project; belongs to the beneficiary generating it. Can be jointly generated (joint ownership) and can be transferred (third parties).

###### Exploitable Results (ER; Use)

Direct or indirect utilization of foreground in further research activities (other than those covered by the project) or for developing, creating and marketing a product, a process or a service. An exploitable result is defined as an outcome of the project (achieved or expected) that meets two conditions:

- It has commercial/social/academic relevance
- It can be commercialized/exploited as a standalone result (product, process, service, etc.) (a patent for licensing is also an exploitable result)

These results might need further R&D, prototyping, engineering, validation, etc. at the end of the project – before they become commercially exploitable. Exploitable results are generally defined as products, processes, services, methods, etc., which are new, improved or more efficient.

###### Patent

A patent is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem. The protection is granted for a limited period, usually 20 years and serves as a title of ownership. Patent protection means that the invention cannot be made, used, distributed or sold on a commercial scale without the patent owner's consent. These patent rights are usually enforced in a court, which in most systems holds the authority to stop patent infringement. Conversely, a court can also declare a patent invalid where it is successfully challenged by a third party. On registration for the grant of rights, annual fees are charged by the relevant authorities to maintain them.<sup>1</sup>

A patent does not give its owner the positive right to use the patented invention. Third party rights may have to be requested. Still, a patent owner has the right to decide who may or may not use the patented invention throughout the period during which the invention is protected. Moreover, the patent owner may give permission to other parties, or license them, to use the invention on mutually agreed terms. The owner may also sell the right to the invention to someone, who then becomes the new owner of the patent. Finally, patents are granted only country by country, some regionally, and may also be used in non-patented territories. Once a patent expires, the protection ends, and the invention becomes part of the public domain, in the sense that the owner no longer holds exclusive rights in it, and it becomes available for commercial exploitation, free of charge, by others.<sup>2</sup>

<sup>1</sup> See WIPO, "What is Intellectual Property", p. 5f: [http://www.wipo.int/edocs/pubdocs/en/intproperty/450/wipo\\_pub\\_450.pdf](http://www.wipo.int/edocs/pubdocs/en/intproperty/450/wipo_pub_450.pdf)

<sup>2</sup> See WIPO Intellectual Property Handbook 2008: Policy, Law and Use. Chapter 2: Fields of Intellectual Property Protection, p. 17.



#### Utility Models

In general terms, a utility model is an invention that does not meet all the requirements of patentability but has an industrial use. The inclusion of utility models into the intellectual property system in some countries has the primary objective of nurturing the rapidly evolution of indigenous innovativeness, particularly in small and medium-sized enterprises and among individuals.<sup>3</sup>

#### Copyright

Copyright is a legal term describing rights given to creators for their literary and artistic works.<sup>4</sup> The kinds of work covered by copyright include literary works, such as novels, poems, plays, reference works, newspapers, computer programs, databases, films, musical compositions and choreography, as well as artistic works such as paintings, drawings, photographs and sculpture, architectural works, advertisements, maps and technical drawings. The creators of original works protected by copyright, and their heirs, have certain basic rights. In particular, they have the exclusive right to use or authorize others to use the work on agreed terms. Indeed, they can prohibit or authorize:

- its reproduction in various forms, including printed publication or sound recording.
- its public performance, as in the case of a play or musical work.
- its recording, for example on compact disc, cassette, or videotape.
- its broadcasting, whether by radio, cable or satellite.
- its translation into other languages, or its adaptation, such as that of a novel into a screenplay.

Copyright protection also includes moral rights, including the right to claim authorship of a work, and the right to oppose changes to it that could harm the creator's reputation. The creator - or the owner of the copyright in a work - can enforce rights administratively and in the courts, by inspection of premises for evidence of production or possession of illegally made "pirated" goods related to protect works. The owner may obtain court orders to stop such activities, as well as seek damages for loss of financial rewards and recognition. Finally, it is important to note that copyright only protects the expression of ideas represented in a physical embodiment, not the ideas themselves, and provided the expression is original.<sup>5</sup>

#### Trade marks

A trade mark is any sign that individualizes the goods of a given enterprise and distinguishes them from the goods of its competitors. This definition comprises two aspects which are sometimes referred to as the different functions of the trademark, but which are, however, interdependent and for all practical purposes should always be looked at together. In order to individualize a product for the consumer, the trademark must indicate its source. This does not mean that it must inform the consumer of the actual person who has manufactured the product or even the one who is trading in it. It is sufficient that the consumer can trust in a given enterprise, not necessarily known to him, being responsible for the product sold under the trademark.<sup>6</sup>

#### Service marks

In modern trade, consumers are confronted not only with a vast choice of goods of all kinds, but also with an increasing variety of services which tend more and more to be offered on a national and even international scale. There is therefore also a need for signs that enable the consumers to distinguish between the different services such as insurance companies, car rental firms, airlines, etc. These signs are called service marks and fulfil essentially the same origin-indicating and distinguishing function for services as trademarks do for goods. Since service marks are signs that are very similar in nature to trademarks, basically the same criteria can be applied. Thus, service mark protection has sometimes been introduced by a very short amendment to the existing trademark law, simply providing for the application to service marks of the provisions on the protection of trademarks.<sup>7</sup>

#### Trade Secrets

Trade secrets consist of confidential data, information or compilations used in research, business, commerce or industry. Universities and R&D institutions, government agencies, business entities and individuals may own and use trade secrets. The information may include confidential scientific and technical data and business, commercial or financial information not publicly known that is useful to an enterprise and confers competitive advantage on one having a right to use it. The secrecy of the information must be maintained to conserve its trade secret status. Trade secret information may be disclosed or shared under the terms of a confidentiality agreement. Confidential information may be created in sponsored research projects. In that case the sponsor will generally require the university or R&D institution and the creator to preserve the secrecy of the information. Trade secrets in the form of know-how may be vital to the working of patented inventions and other innovations. Trade secret information may have considerable value by itself or in conjunction with other forms of intellectual property. A familiar example of a trade secret is the formula for Coca-Cola. If the formula had been patented, it would no longer be a secret, as patent law requires public disclosure of the invention. Anyone who independently and legitimately discovers the secret of the Coca-Cola formula can use that discovery, and the Coca-Cola Company would have no legal means of stopping them. Some universities, however, may have reservations regarding trade secrets protection, arguing that it is hard to reconcile with openness in knowledge sharing, which is part of the academic mission.<sup>8</sup>

<sup>3</sup> See WIPO Intellectual Property Handbook 2008: Policy, Law and Use. Chapter 2: Fields of Intellectual Property Protection, p. 40.

<sup>4</sup> Definition by WIPO, "What is Intellectual Property", p. 2: [http://www.wipo.int/edocs/pubdocs/en/intproperty/450/wipo\\_pub\\_450.pdf](http://www.wipo.int/edocs/pubdocs/en/intproperty/450/wipo_pub_450.pdf)

<sup>5</sup> See WIPO Intellectual Property Handbook 2008: Policy, Law and Use. Chapter 2: Fields of Intellectual Property Protection, p. 40.

<sup>6</sup> See WIPO Intellectual Property Handbook 2008: Policy, Law and Use. Chapter 2: Fields of Intellectual Property Protection, p. 68.

<sup>7</sup>

See WIPO Intellectual Property Handbook 2008: Policy, Law and Use. Chapter 2: Fields of Intellectual Property Protection, p. 68f.

<sup>8</sup> See European Commission GD Growth - trade secrets: [http://ec.europa.eu/growth/industry/intellectual-property/trade-secrets\\_de](http://ec.europa.eu/growth/industry/intellectual-property/trade-secrets_de)

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**Confidentiality agreements**

Confidentiality is an extremely important issue for participants in innovation projects, from the setting-up to the implementation and exploitation phases. Exchanging valuable information with other partners is generally a necessity that regularly occurs in collaborative initiatives or undertakings. Accordingly, confidentiality issues and measures should be taken into consideration in order to safely exchange information, facilitating the project development and ensuring the non-disclosure of sensitive technology, business or commercial confidential information. Confidentiality agreements provide protection and more security to an organisation that is about to share or make available information to another organisation by ensuring that confidential information will be used only for the permitted purposes agreed between the signatories of the agreement and will not be used or revealed to third parties without consent. Therefore, the signature of a confidentiality agreement can be seen as a very important step to keep confidential information secret in order to maintain a competitive edge.<sup>9</sup>

<sup>9</sup> See Chapter Non-Disclosure Agreement of European IPR Helpdesk.





## 2. Guidelines for the completion of the IPR Matrix

### A. Identification of background IP

During the first stages of RURALITIES, it is **imperative to identify the relevant knowledge, know-how, and data of partners, which constitute the background of the project**. The underlying background can be attached to the generated assets of the project, which, eventually, will help determine access rights, ownership issues and IPR.

Example:

#	Relevant Background	Contributing Partner	BG number	Short description of BG	Type of protection	Conditions to use within RURALITIES	Conditions to use outside RURALITIES	Interest in further exploitation through RURALITIES's results
			BG1					

- #: Here we have to write the serial number of the BG: 1, 2, 3...
- **Relevant Background:** Here we have to mention the title of the BG (better to be short).
- **Contributing Partner:** Here we have to write which partner is bringing the BG to the project.
- **BG identifier:** Here we have to assign an identifier to each BG. We do it by combining the letters ""BG"" and the serial number of each background.
- **Short description of BG:** In this column, we have to give a short description of the BG. It would be helpful if the description indicates how the BG feeds into a project outcome/result.
- **Type of protection:** Here we have to state how this BG is protected by the owner (if it is protected!) in terms of patents, utility models, copyrights, trade and service marks, trade secrets, creative commons licenses, and confidentiality agreements. Please consult section 1 for further explanation of the IP protection types.
- **Conditions to use within RURALITIES:** Here we have to define the conditions to use the BG (e.g. free to use or subject to charges, etc.), whether there are any restrictions to using the BG or not.
- **Conditions to use outside RURALITIES:** In this column, we have to indicate if the BG can be shared with parties outside the consortium and if not we also have to provide a short explanation.
- **Interest in further exploitation through RURALITIES's results:** Here the contributing partner will have to mention if they have a general interest in the commercialization of the BG through the project results.


**B. Identification of foreground IP**

A core process of the RURALITIES IP management is the project's foreground identification with a view to creating a concrete mapping of the projects' results and enhancing the RURALITIES' IP portfolio. Therefore, all foreground IP within the project must be identified, listed, named, described and analyzed in a systematic way.

Example:

WP	#	Project result (PR)	Specific project result	Main partner(s)	Contributing partner(s)	Related BG number	Short description of FG	FG number	Potential IP protection	Conditions to use within RURALITIES	Interest in Further Commercialisation	Conditions to use after the end of project
								FG1.1				

- **WP:** Here we have to mention the WP that the foreground (FG) relates to.
- **#:** In this column, we have to assign a number to the FG according to the WP that it relates to. If for example, we identify 3 FGs that emerge from WP3 then the "#" for each of them are 3.1, 3.2 and 3.3, respectively.
- **Project result:** Here we have to write a short title for the FG.
- **Specific project result:** In some cases, one project result may be comprised of more than 1 different sub-results. For such cases, here we have to clarify the specific sub-results that constitute a project result.
- **Main partner(s):** Here we have to indicate the main partner(s) responsible for the FG. Usually, if an FG comes as a direct result of a Task, then the main partner is the Task leader.
- **Contributing Partner:** Here we have to indicate the contributing partners of the FG. Similarly to the previous column, the contributing partners are usually the partners contributing to the Task that the FG emerges from.
- **Related BG number:** Here we have to mention which BGs are needed for the development of the FG (if any).
- **Short description of FG:** In this column, we have to describe the FG concisely.
- **FG identifier:** Here we have to assign an identifier to the FG. If, for example, a project result that relates to WP3 includes 3 specific results then we will have the following identifiers: FG3.1.1, FG3.1.2 and FG3.1.3.
- **Potential IP protection:** Here we have to indicate a potential type of protection for the FG that will be developed in the framework of RURALITIES. Potential types of protection are patents, utility models, copyrights, trade and service marks, trade secrets, creative commons licenses and confidentiality agreements. More information about the different IP protection types is included in section 1.
- **Conditions to use within RURALITIES:** In this column, the conditions to use the FG within the project (e.g. free to use or subject to charges, etc.) shall be indicated whether there are any restrictions to using the FG or not.
- **Interest in further commercialization of project results:** Here we have to mention if there is interest in commercializing the project result.



### C. Identification of exploitable results

Based on the identified FG the RURALITIES consortium will define the exploitable assets along with the underlying IPR management procedures, such as protection, the definition of access rights, the exploitation pathways as well as the exploitation plans.

Example:

ER #	Exploitable Result	Short description of ER	Main partner	Contributing Partner(s)	Related FG number	Related BG number	ER Owner	Potential IP protection	M	U	L	S	O	Most promising M-U-L-S-O	User	Benefits	Exploitation route	Actions for the exploitation of the ER		
																		What	Who	When
1																				

- **ER#:** Here we have to write the number of the exploitable result (ER). It is not related to WPs, it is a serial number of the ER as enlisted in the IPR matrix. (e.g. ER1, ER2)
- **Exploitable result:** Here we have to write a short title for the ER.
- **Short description of ER:** In this column we have to concisely describe the ER
- **Main partner:** Here we have to indicate the main partner(s) responsible for the ER. Usually, if an ER comes as a direct result of a Task then the main partner is the Task leader.
- **Contributing partners:** Here we have to indicate the contributing partners of the ER. Similarly to the previous column, the contributing partners are usually the partners contributing to the Task that the ER emerges from.
- **Related FG number:** In this column the related FG number shall be indicated.
- **Related BG number:** In this column the related BG number shall be indicated.
- **ER Owner:** In this column, a proposition of the ownership of the ER shall be indicated by the main partner(s) contributing to the creation of the ER.
- **Potential IP protection:** Here ER owner(s) shall indicate possible IP protection for the ER such as patents, utility models, copyrights, trade and service marks, trade secrets, creative commons licenses and confidentiality agreements. More information about the different IP protection types is included in section 1.
- **In the next four columns the ER owner(s) shall indicate which exploitation pathway(s) is more appropriate for the ER**
  - **M:** Making a product and selling it
  - **U:** Using the project result internally for further development, for instance:
    - U1: to develop something else for sale; or
    - U2: for R&D departments (public or private) to use the results in new research
  - **L:** Licencing the project result to third parties.



- S: Providing a Service, such as consultancy, etc.
- O: Others
- **Most promising concerning M-U-L-S-O:** Here the ER owner(s) shall indicate which exploitation path would be the most promising (M or U or L or S or O).
- **User:** In this column, the ER owner(s) has to identify the different potential target groups (users) that stand to benefit from the use of the ER.
- **Benefit:** For each target group the ER owner(s) has to indicate the respective benefits of using the ER.
- **Action for the exploitation of the ER:** The ERs, after their development, might need further R&D, prototyping, validation, etc. **before they become (commercially) exploitable.** To this end, the ER owner(s) has to state what actions need to take place, by whom and when (before the end of the project) so as to make the ER (commercially) exploitable.
  - **What:** Here the ER owner(s) have to indicate the activities that need to be implemented towards the exploitation of the ER. Indicative actions are testing and validation, IP protection, and dissemination.
  - **Who:** Here the ER owner(s) have to indicate the partner to implement each activity.
  - **When:** Here the ER owner(s) have to indicate the timeframe of each action.