

WATERLINE REPORT ON INTELLECTUAL PROPERTY RIGHTS

(Project ID CHIST-ERA-19-CES-006)

Aim of the Waterline project is to share knowledge, data and software under the principles of open science. Knowledge will be published as open access and software will be made accessible through open-source licensing (e.g., Creative Commons, MIT or GNU Public License).

Therefore, within the description of work and the Kick – off meeting the participating organizations defined the following terms:

Background (existing know how or pre-existing intellectual property) of a specific partner remains the property of the party introducing it and shall be made available on transfer conditions to the Partner (or Partners) within the consortium that need this information for the proper execution of their tasks within the scope of the project. The use of such existing knowhow is strictly limited for use to the achievement of the project goals and for the duration of the project. Background given for the project will be listed in CA. All partners shall be entitled to license existing know-how to the extent necessary to exploit their own results. Licensing of existing knowhow to third parties will be done on commercial terms and conditions whereas licensing of existing knowhow to partners of the consortium will be done on fair and reasonable terms and conditions.

Results (foreground, including intellectual property generated during the project) shall be the property of the participant who generated that knowledge. In case that this knowledge is published his or her senior editorship is guaranteed. In order to prove ownership, each participant shall maintain documents showing the development of the generation of knowledge or results. Each partner is responsible for taking the appropriate steps for securing IP of the knowledge or results created during the project. Any owner of any result shall be free to use such result and to commercialize and distribute it.

In case of **joint generation of a result** and where it is not possible to assign the ownership of the differentiated parts, the partners involved must ensure the protection of the result with a joint ownership agreement. The agreement will detail the rights to use such result and to commercialize and distribute it. Such agreement shall not unreasonably be withheld. Results (resulting from the project) shall be made available free of charge to partners of the consortium for research purposes within the scope and the duration of the project.

Results owned by one or more of the partners shall be licensed to other partners of the consortium on favourable conditions to the extent necessary to enable these partners to exploit their own results. After favourable evaluation of this proposal, and during the process of entering the Grant Agreement, the IPR issues and licensing policies addressed will be described in full details in the CA.

Any information will be defined as confidential when needed, and non-disclosure agreements (NDA) will be signed with any third parties. IP which is not used commercially shall remain for the partners and may be used under collaboration of the partners after the project.

Dissemination and publication of results. The partners are entitled to publish research results and development results obtained from the project in the usual scientific form. However, all concept publications must be submitted to all partners together with a request for permission to publish. At least 30 days prior notice of any dissemination activity shall be given to the other partners concerned, including sufficient information concerning the planned dissemination activity and the data envisaged to be disseminated. Following notification, any of those partners may object within 10 days of the notification to the envisaged dissemination activity if it considers that its legitimate interests in relation to its Foreground or Background could suffer disproportionately great harm. In such cases, the dissemination activity may not take place unless appropriate steps are taken to safeguard these legitimate interests. The partners are entitled to publish research results and development results obtained from the project in scientific form. The academic partners are entitled to use knowledge or results from the project that either have been published or have been de-classified for research and teaching purposes. Each beneficiary must ensure open access (free of charge, online access for any user) to all peer-reviewed scientific publications related to its results.

The IPR is defined in the consortium agreement and is followed up at project meetings. Therefore in the second annual meeting in Thessaloniki all partners agreed that all software and documentation produced within Waterline project will be available within the GitHub repository: <https://github.com/WaterlineProject>

Additionally, all datasets produced within Waterline project will be made available within Elsevier's Mendeley Data platform <https://data.mendeley.com/>

The following items will be defined for each data set:

Title

e.g. Downscaled GRACE-FO TWSA for Greece

Contributors

e.g. Alexandra Gemitzi

Description of the dataset

e.g. The dataset comprises GRACE-FO downscaled Total Water Storage Anomalies, at 0.1 degrees spatial resolution. Units are in mm with reference the 2004 - 2009 period.

Files (Folders and subfolders) related to the dataset

e.g. Greece_TWSA.tif

Data of release

e.g. 22 Sep 2022 14:13

File size

e.g. 243 MB

Set embargo: Researchers that wish to set an embargo period before releasing their dataset (e.g. due to institutional restrictions or ownership constraints) can enable an embargo period

Licence

Choose from various available licenses e.g. CC BY 4.0

You can share, copy and modify this dataset so long as you give appropriate credit, provide a link to the CC BY license, and indicate if changes were made, but you may not do so in a way that suggests the rights holder has endorsed you or your use of the dataset. Note that further permission may be required for any content within the dataset that is identified as belonging to a third party.

Institutions

e.g. The name of a University

Categories for this data

e.g. Water, Modifying Water Storage

Steps to reproduce

e.g. The methodology is described in detail in Gemitzi, A.; Koutsias, N.;Lakshmi, V. A Spatial Downscaling Methodology for GRACE Total Water Storage Anomalies Using GPM IMERG Precipitation Estimates. Remote Sens. 2021, 13, 5149. <https://doi.org/10.3390/rs13245149>

Related links

e.g. <https://doi.org/10.3390/rs13245149>

In the Consortium Agreement the following IPR statements are provided:

1 Ownership of Results

Results are owned by the Party that generates them. The parties have to ensure that they comply with the provisions in art. 36.3 of the Grant Agreement regarding rights of third parties including personnel and personal investigator(s).

Joint ownership

In case of joint ownership of Results in this Project, co-owners' shares shall be proportional to the intellectual contribution invested in generating that specific Result. The joint owners shall agree on shares of ownership, all protection measures and on the division of related costs in a joint ownership agreement to be negotiated in advance.

Joint ownership is governed by Grant Agreement, art. 26.2 with the following additions:

Unless otherwise agreed in a Joint Ownership Agreement:

In case of joint ownership, each of the joint owners shall be entitled to Exploit the joint Results as it sees fit, and to grant non-exclusive licenses, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner.

1.1 Transfer of Results

- 1.1.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement.
- 1.1.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement.
- 1.1.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.
- 1.1.4 Any addition to Attachment (3) after signature of this Agreement requires a decision of the Project Executive Board.
- 1.1.5 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.
- 1.1.6 The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

1.2 Dissemination

- 1.2.1 Dissemination of own Results

1.2.1.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the Grant Agreement subject to the following provisions:

1.2.1.2 Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication (in case of scientific publication, 45 days before submitting to the journal). The prior notice should for scientific publications at least include the title of the publication, authorship, and journal. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection is justified if:

(a) the protection of the objecting Party's Results or Background would be adversely affected

(b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed. The objection has to include a precise request for necessary modifications.

1.2.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

1.2.1.4 In multi authored papers, the first author position should clearly be assigned to the individual making the greatest contribution, as is common practice. The sequence of co-authors should reflect the declining importance of their contribution. Authors must follow established standards for collaboration and co-authorship as per the Vancouver Protocol.

1.2.2 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published and relevant owing party's name is mentioned in the references and research sources.

1.2.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

1.2.4 8.2.4 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval. However, the Parties are obliged to use the EU logo on all documents, websites, publications etc that are published or made during or as an outcome of the Project.

1.2.5 8.3 Exclusive licenses

Where a Party wishes to grant an exclusive license to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement, the other Parties shall respond to the requesting Party within 45 calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such 45 calendar days shall be deemed to constitute written approval of the waiver by the non-responding Party.

2 Access Rights

2.1 General Principles

- 2.1.1 In Attachment 1 of the Consortium Agreement, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.
- 2.1.2 Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.
- 2.1.3 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.
- 2.1.4 Access Rights shall be free of any administrative transfer costs.
- 2.1.5 Access Rights are granted on a non-exclusive basis.
- 2.1.6 Results and Background shall be used only for the purposes for which Access Rights to it have been granted.
- 2.1.7 All requests for Access Rights shall be made in writing.

The granting of Access Rights shall be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. Access Rights shall only be granted following a written access agreement.

2.1.8 The requesting Party must show that the Access Rights are Needed.

2.2 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1, but in any case following a written access agreement.

2.3 Access Rights for Exploitation

2.3.1 Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions set forth in a written agreement.

Access rights to Results for **internal research activities** shall be granted on a royalty-free basis.

Since Access Rights exclude the right to sublicense, as provided for in 9.1.3, the Parties should ensure that their exploitation should not ensue or require such sublicensing, even through the granting of access rights in a subsequent research project.

2.3.2 Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted on the basis of a written agreement between the owning and the interested Parties.

2.3.3 A request for Access Rights may be made up to twelve months after the end of the Project or after the termination of the requesting Party's participation in the Project.

2.3.4 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement, if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement, and only to the extent Needed for the purposes of the Project.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities listed in Attachment 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return fulfill all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate

upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse. Further arrangements with Affiliated Entities may be negotiated in separate agreements.

2.4 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or the Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

2.5 Access Rights for Parties entering or leaving the consortium

2.5.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background. Any new Party must accordingly fill in Attachment 1.

2.5.2 Parties leaving the consortium

2.5.3 Access Rights granted to a leaving Party

2.5.4 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Project Executive Board to terminate its participation in the consortium.

- [Non-defaulting Party](#)

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

- [Access Rights to be granted by any leaving Party](#)

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration

on of the Project.

2.6 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 2 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

3 Non-disclosure of information

3.1 All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information". The consent of the owner of confidential information is needed before giving it to third parties, eg. subcontractors and affiliates.

3.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any other legal entity without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information internally to their organization that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations, provided that the recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

3.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in

the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party. The consent of the owner of confidential information is needed before giving such confidential information to third parties.

3.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

3.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

3.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

3.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

3.8 Processing of personal data

The Parties must ensure that any collection and processing of personal data carried out for or in occasion of the Project is legitimate and compliant with the overall Project's objective.

The Parties must process personal data in compliance with applicable EU regulation, particularly the EU General Data Protection Regulation (GDPR, EU Reg. 2016/679) and national law on data protection (including authorisations or notification requirements).

The Parties may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement. Subject to the provisions of this Agreement and the Grant Agreement, the Parties must also ensure that any supply of personal data to any other Party is legitimate and compliant with EU and national laws.

Any dissemination activities carried out for, or in occasion of, the Project must not introduce breaches in confidentiality obligations, the security obligations or the obligation to protect personal data. Therefore, no personal data collected or processed for, or in occasion of, the Project can be made open within the ORD (open access to research data) framework.