

## D6.8

# IPR and Knowledge management strategies

**Project Acronym:** SINTETIC

---

**Project name:** Single item identification for forest production, protection, and management  
Europe

---

**Call ID:** HORIZON-CL6-2022-CIRCBIO-02-06-two-stage  
(Harnessing the digital revolution in the forest-based sector)

---

**Work Package:** WP6

---

**Task Number:** T6.8

---

**Lead beneficiary:** Forest Science and Technology Centre of Catalonia

---

**Contributing beneficiaries:** All partners



### Dissemination level

---

PU- Public: must be available in the website

CO- Confidential: Only for members of the Consortium and the Commission Services

### Document history

---

Edition	Date	Status	Author
Version 1	30/11/2023	1st version	Antonio Ruano (CTFC)
Version 2			
Version 3			

Copyright © All rights reserved. This document or any part thereof may not be made public or disclosed, copied or otherwise reproduced or used in any form or by any means, without prior permission in writing from the SINTETIC Consortium. Neither the SINTETIC Consortium nor any of its members, their officers, employees or agents shall be liable or responsible, in negligence or otherwise, for any loss, damage or expense whatever sustained by any person as a result of the use, in any manner or form, of any knowledge, information or data contained in this document, or due to any inaccuracy, omission or error therein contained.

All Intellectual Property Rights, know-how and information provided by and/or arising from this document, such as designs, documentation, as well as preparatory material in that regard, is and shall remain the exclusive property of the SINTETIC Consortium and any of its members or its licensors. Nothing contained in this document shall give, or shall be construed as giving, any right, title, ownership, interest, license or any other right in or to any IP, know-how and information.

Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or European Commission. Neither the European Union nor the granting authority can be held responsible for them.



# Table of contents

Table of contents .....	2
List of abbreviations .....	3
List of definitions .....	5
Introduction .....	6
Types of IPR.....	7
Patents .....	7
Utility model:.....	7
Trademarks .....	7
Copyrights: .....	8
Confidentiality or Trade Secrets:.....	8
Industrial design protection: .....	8
Database Rights.....	9
Defensive publications: .....	9
Initial Intellectual property rights strategy .....	10
Key exploitable results .....	11
Joint ownership Agreements .....	13
RIGHT OF USE.....	14
RIGHTS OF EXPLOITATION .....	15
DISSEMINATION AND CONFIDENTIALITY .....	15
Access to critical infrastructure, commercial background and patents .....	17
Results Ownership List (ROL).....	20
Business Model .....	20
Knowledge management strategies .....	21
ANNEX I: Material Transfer Agreement .....	23
ANNEX II: Related documentation in the GA & CA .....	26

## List of abbreviations

Acronym Abbreviation	Meaning / Full text
APP	Application
ARBO	Arboreal AB
BLUEB	Bluebiloba Startup Innovativa SRL
CA	Consortium Agreement
CNR	Consiglio Nazionale delle Ricerche or National Council for Research
CTFC	Forest Science and Technology Centre of Catalonia
DSA	Data Sharing Agreement
EPO	European patent office
EU	European Union
FAIR	Findable, Accessible, Interoperable, Reusable
FAQ	Frequently asked questions
FMMF	Associazione Foresta Modello delle Montagne Fiorentine
GA	Grant Agreement
INNO	Innorennew Coe Center Odlicnosti Za Raziskave In Inovacije Na Podrocju Obnovljivih Materialov In Zdravega Bivanjskega Okolja
IP	Intellectual property
IPR	Intellectual property Rights
KER	Key Exploitable Results
KM	Knowledge Management
LiDAR	Light Detection and Ranging
MICRO	MiCROTEC S.R.L.
MTA	Material Transfer Agreement
NDA	Non-Disclosure Agreement
OTME	Otmetka Holding Ab
PMT	Project Management Team (Coordinator + Deputy & Management Coordinators)

RES	Result (followed by a number)
RFID	Radio Frequency Identification
ROL	Results ownership list
SIMTRO	Simtrona, Razvojna Dejavnost, D.O.O.
SINTETIC	Single Item identification for forest production, protection and management
TREE	Treemetrics Ltd
UEF	Itä-Suomen Yliopisto
UNITBV	Universitatea Transilvania Din Brasov
WP	Workpackage (followed by a number)

# List of definitions

1. Access rights — Rights to use results or background.
2. Dissemination — The public disclosure of the results by appropriate means, other than resulting from protecting or exploiting the results, including by scientific publications in any medium.
3. Exploit(ation) — The use of results in further research and innovation activities other than those covered by the action concerned, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.
4. Fair and reasonable conditions — Appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.
5. FAIR principles — ‘findability’, ‘accessibility’, ‘interoperability’ and ‘reusability’.
6. Open access — Online access to research outputs provided free of charge to the end-user.
7. Open science — An approach to the scientific process based on open cooperative work, tools and diffusing knowledge.
8. Research data management — The process within the research lifecycle that includes the organisation, storage, preservation, security, quality assurance, allocation of persistent identifiers (PIDs) and rules and procedures for sharing of data including licensing.
9. Research outputs — Results to which access can be given in the form of scientific publications, data or other engineered results and processes such as software, algorithms, protocols, models, workflows and electronic notebooks.
10. Non-Disclosure Agreement (NDA) — is a legal agreement between at least two parties which defines the confidential material, knowledge, or information the parties wish to share with one another for certain purposes but wish to restrict from wider use and dissemination. The parties agree not to disclose the non-public information covered by the agreement.
11. Data Sharing Agreement (DSA) — is a formal contract that details what data is being shared and how that data can be used. The document also sets the standards that need to be ensured for its security and to comply with the national General Data Protection Regulation (the GDPR).
12. Material Transfer Agreement (MTA) — is a contract that governs the transfer of tangible research materials between two organizations when the recipient intends to use it for his or her own research purposes. The MTA defines the rights of the provider and the rights and obligations of the recipient with respect to the materials and any progeny, derivatives, or modifications.

# Introduction

The SINTETIC consortium signed a Consortium Agreement which sets the basis for the IPR protection. Complementing and developing it further, Task 6.4 main task is to develop an IPR and Knowledge management strategy that identify the inputs from each partner, confidentiality rules for data sharing to operationalise the demos (design, training, test, and improvements), as well as the common and individual marketable results to be protected (authorship, trademarks, copyright, etc). **Careful analysis of the implications of disclosing any data to be shared openly shall be conducted prior to any information release.** This document summarizes the strategy that ensures an appropriate IPR and Knowledge management, being aligned with the own strategies of each partner of the project in their organizations.

One of the main pillars of this strategy is to establish and implement specific IPR and Knowledge mechanisms to decide what project results should be protected, explore the best ways to protect and exploit them and support the partners in exploiting the project results. In this task, the best protection strategy that fits each exploitable result will be discussed to avoid future conflicts among the partners regarding (joint) ownership, access rights and freedom to operate (D6.8).

Inside the SINTETIC Microsoft Teams' workspace it will be included an IP directory listing all IP brought in and developed by the project partners. By keeping this directory, the development of agreements on use and access rights will be facilitated. This will be used to utilize and exploit the consortium intellectual property assets (T6.4). Moreover, a Result Ownership List (ROL) would be located in the same folder. Finally, in the Project Management Plan there is a specific part regarding the Knowledge management among the consortium partners.

To define an efficient and suitable strategy from the beginning of the project and to gather the main outputs generated as a result of this implementation, this deliverable will be alive and might suffer modifications oriented to improve the IPR and Knowledge management. Then it will be updated into a new delivery for the final version (D6.9):

- At month 6<sup>th</sup> CTFC will deliver a first version of the IPR and Knowledge management strategy (D6.8).
- At month 36<sup>th</sup> CTFC will deliver the final version, including improvements, updates from each partner and the complete IPR and Knowledge analysis (D6.9).

Deliverable D6.8 has been prepared by CTFC with the contribution of all partners and is based on the guides and helpdesk documentation available at the Horizon Europe IP [website](#) as well as on

## Types of IPR

the signed Grant Agreement (GA) and Consortium Agreement (CA) documents, as well as in Annex 5 of the [Annotated Grant Agreement](#) (AGA).

There are several types of IPR that can be of interest for the SINTETIC project. More information and FAQ can be found out in the EU website ([https://intellectual-property-helpdesk.ec.europa.eu/regional-helpdesks/european-ip-helpdesk/europe-frequently-asked-questions\\_en#Database\\_Protection\\_Domain\\_Protection](https://intellectual-property-helpdesk.ec.europa.eu/regional-helpdesks/european-ip-helpdesk/europe-frequently-asked-questions_en#Database_Protection_Domain_Protection)).

### Patents

Patents for inventions and innovations grant exclusive rights to its owners, providing legal protection and preventing others from making, using, or selling their invention without permission, thereby encouraging and rewarding innovation. There must be an “invention or innovation” belonging to any field of technology, it must be “susceptible of industrial application”, it must be “new”, and it must involve an “inventive step”.

Patents can be filled for each country, in Europe there is the possibility to file a unitary patent, although not all EU members have accepted, it will simplify the process for all the countries inside the initiative. Also, the costs are only paid once to the [EPO](#). Last checked (03/10/2023), 17 countries were included in the unitary patent. It provides greater legal certainty. Patent protection lasts up to 20 years, renewed yearly.

### Utility model:

Due to the simplified process, utility models are specifically attractive to industries with short product life cycles. Utility models are available for less inventive steps (incremental improvements and adaptations of existing products), can be registered more quickly and are less expensive to acquire and maintain than patents which make them interesting for our project. Between 6 to 15 years depending on the country. Validity nation-wide. Only one fee per product.

### Trademarks

Trademarks for brand names and logos are distinctive symbols or designs used to identify and distinguish goods or services from competitors, serving the purpose of creating brand recognition,



building customer loyalty, and protecting against unauthorized use or imitation. In Europe the protection lasts 10 years, but it can be renewed in periods of 10 years indefinitely.

## Copyrights:

Copyright grants exclusive rights to the creators of original literary, artistic, or creative works, enabling them to control the reproduction, distribution, and public display of their work, and ensuring fair recognition and protection of their intellectual creations. Copyright law in the EU remains essentially a national law, however, national rules are gradually converging through international treaties and Union legislation and thereby harmonizing copyright laws across the EU. In Europe it can last until 70 years after your death or 70 years after the death of the last surviving author in the case of a work of joint authorship.

For the SINTETIC project might be interesting the software copyright protection. It is regulated by the Computer Programs Directive (Directive 2009/24 / including those which are incorporated into hardware). Licensing is the main mechanism for the exercise of copyright and related rights (algorithms, prototypes, price lists, market insights, supplier/customer lists, chemical formulas, product specifications, laboratory notebooks). In Europe the consortium could use the European Union Public Licence, in case weak copyright is wanted. But other options can be explored through the Joinup Licensing Assistant (JLA), where you can easily select and compare open licenses and check the compatibility for your planned outbound licensing terms.

## Confidentiality or Trade Secrets:

A trade secret is a valuable piece of information for an enterprise that is treated as confidential and that gives that enterprise a competitive advantage. Trade secret protection has limitations. The most significant drawback is the lack of protection against reverse-engineering and independent discovery.

Trade secret files should be labelled as such. (The creation date of the trade secret; The timestamping date of the trade secret; the “inventor(s)” of the trade secret; Who labelled and is responsible for securing the trade secret). It is important as well to keep track of all versions.

Access to trade secrets should be given carefully. Yet should you decide to do so, signing an NDA (Non-Disclosure Agreement) is, of course, an absolute prerequisite.

## Industrial design protection:

An industrial design grants its holder an exclusive right over the aesthetic appearance of the whole or part of a product resulting from the features of the lines, contours, colours, shape, texture or

materials of the product itself or its ornamentation. Designs can be two-dimensional or three-dimensional. For the SINTETIC project this IPR is not of interest.

## Database Rights

As inside the project we intend to create a database, it can also be protected. Database right is sui generis right that has provided protection for databases to a maker who made a substantial investment in the obtaining, verification or presentation of the data contained in its database. This way it is protected against extraction or re-use of that data by third parties.

Copyright can be used to protect the structure of your database and not its content, but database right protects its content under the sui generis right.

The sui generis protection lasts for 15 years, starting either from the creation date or from when the database was first made publicly available.

## Defensive publications:

Also sometimes known as a defensive disclosure, this publication generally includes an abstract, drawings, photographs, claims, descriptions and any other elements you would have in a patent application for a given jurisdiction. Defensive publication might be a better option for some of the project's outputs, because of the likelihood of high costs and fast-developing industry. Attention must be taken when making the publication as any lack of clarity (e.g., informal or vague language that could be potentially misinterpreted or misunderstood) weakens its efficacy. Precision is key.

## Initial Intellectual property rights strategy

Table 1 drafts the preliminary tools to be adopted for each exploitable result, several of them based on pre-existing patents and trademarks (Table 4) that will be upgraded. A specific policy to acquiring (IP ownership), exploiting (commercialization) and monitoring the internal and external use of the IP (after the project end) within each relevant partner will be developed. Besides Task 6.4, the PMT will be attentive to any possible conflict in this regard, taking measures to reduce potential risks and discussing feasible solutions in case these emerge.

*Table 1 Preliminary IPR pathways for SINTETIC results.*

Result number & Name	Preliminary IPR strategy
RES1 Manual marking and quality assessment	The new components (optical technology) of the manual marking and tracking system for trees and roundwood will be protected through a patent. The software (smartphone APP) interfacing and connecting the different tools by copyright.
RES2 Smartphone APP for motor-manual operations	The services and algorithms for the improved forest-inventory smartphone APP for LiDAR-equipped smartphones will be protected through copyright.
RES3 Processor head prototype	The innovative components developed for the prototype of timber processor head will be patented.
RES4 Harvester LiDAR	The algorithms for LiDAR data elaboration in-situ will be copyrighted.
RES5 Sawmill sensors and traceability of sawn wood	The X-ray/optical sawn-boards system and its integration with the punching/RFID tracing system for logs will be patented.
RES6 Earth Observation illegal logging alert service	The Geodatabase and the algorithm for automatic satellite data elaboration will be protected through copyright.
RES7 Forest ownership aggregation platform	The platform will be protected through a registered mark and copyright.
RES8 Data modelling	Models developed or improved resulting in new software will be protected through trademarks, while their use will be published in scientific journals, protecting the authorship right of the modelers (mainly scientific partners).

## Key exploitable results

Following the definition of “exploitation” according to Horizon Europe as “Make a concrete use of results for commercial, societal and political purposes”, and being a legal obligation, the approach for the SINTETIC consortium partnership the project will develop at least 5 products or services that can be regarded as Key Exploitable Results (KER).

Depending on the specific market requirements and these could be exploited individually or as part of the SINTETIC platform. In the latter case their functions are multiplied by the increased data sources. In Table 2 we can see the initial KERs of the SINTETIC project.

*Table 2 Key exploitable results*

RESULT	Application
<b>Entire value chain traceability system for forest products (mechanical and manual) (RES1)</b>	The traceability system, based on physical marking of roundwood (single logs) and deployed with a simplified data platform allows stock management, product invoicing and enables a highly precise certification of forest products, including georeferencing of origin.
<b>Identification and traceability system for sawn wood (RES5)</b>	This system when deployed within the primary processing industry allows: <ul style="list-style-type: none"> <li>- Accurate traceability of resources along all log transformation steps</li> <li>- Link the final product (such as long-lasting structural components) to the unique tree standing in the forest</li> </ul>
<b>On-board LiDAR scanning for value recovery optimization and forest inventory (RES4)</b>	The elaboration LiDAR data can provide two independent services: <ul style="list-style-type: none"> <li>- Real-time optimization of value recovery during tree harvesting</li> <li>- Elaborate a detailed post-harvest forest inventory</li> </ul>
<b>Smartphone APP for forest inventory and timber measure (RES2)</b>	It can be deployed in two different stages of the forest value chain: <ul style="list-style-type: none"> <li>- Inventory of forests for value assessment</li> <li>- Measure of produced timber during manual harvesting</li> </ul>
<b>Illegal logging satellite detection (RES6)</b>	Early warning solution for the detection of forest cover changes based on free Copernicus data. Applicable to control illegal logging but also to monitor natural hazards (e.g. wildfire, gale)

As agreed in the GA, as beneficiaries which have received funding under the grant, we must —up to four years after the end of the action—use our best efforts to exploit our results directly or to have them exploited indirectly by another entity, in particular through transfer or licensing.

If, despite a beneficiary's best efforts, the results are not exploited within one year after the end of the action, the beneficiaries must (unless otherwise agreed in writing with the granting authority) use the Horizon Results Platform to find interested parties to exploit the results.

It would be considered applying for dissemination and exploitation support services, including go to market support and IP management provided by the European Commission, during and after the end of your action i.e. the Horizon Results Booster. This service is available to all running and finished projects.

## Joint ownership Agreements

As all results which are generated under the project- whether or not protectable belong to the partners who have generated them, given the collaborative nature, some results can be jointly developed by several participants. When such situations arise, there is the problem of defining which partner has contributed most to the exploitable result and which ones have not contributed. These situations of joint ownership need to be agreed.

Joint ownerships Agreements should regulate the parties of the consortium (how many, the quota of ownership of the results...), specific conditions for granting licenses or issues related to costs of protection and sharing of potential revenues (exploitation conditions).

Each joint ownership agreement should be tailored and adapted to each exploitable result. Before partners start setting up exploitation strategies, after the results have been created it is advisable to clarify the ownership of the results.

In a co-ownership only the “active contribution” to the results should be considered. Mere efforts, such as ordinary assistance or sharing of ideas and information, will not be sufficient to create co-ownership. Joint ownership may arise with regard to all the forms of IP, such as patents, copyright, trademarks and even trade secrets.

Each party retains exclusive property of its background. Modifications to or derivative works of the parties’ background shall be the sole property of the contributing party. Foreground developed in connection with the collaboration project shall be jointly owned in equal shares by parties.

There are several ways to allocate the respective shares of each joint owner, regarding the jointly generated IP results. One of the most common options is to equally share the results among the partners. Of course, the partners can also split the shares according to their involvement in the development of the results. But for the SINTETIC project the rule would be to equally share the results among the partners with and “active contribution”.

The beneficiaries may grant licences to their results (or otherwise give the right to exploit them), including on an exclusive basis, provided this does not affect compliance with their obligations.

Exclusive licences for results may be granted only if all the other beneficiaries concerned have waived their access rights.

Following generation of a joint Result, the joint owners shall enter into good faith discussions in order to agree on an appropriate course of action for filing application(s) for Intellectual Property Rights in

such joint Result, including the decision as to which Party is to be entrusted with the preparation, filing and prosecution of such application(s) and in which countries of the world such application(s) for Intellectual Property Rights are to be filed. Except for any priority application(s), the filing of any application(s) for Intellectual Property Rights on joint Results shall require mutual agreement between the joint owners. Save as otherwise explicitly provided herein, all costs related to application(s) for Intellectual Property Rights in joint Results and Intellectual Property Rights resulting from such application(s) shall be shared equally between the joint owners.

In the event that one of the joint owners of an Intellectual Property Right or an application for an Intellectual Property Right on a joint Result wishes to discontinue the payment of its share of the maintenance fees or other costs in any particular country or territory (the “Relinquishing Owner”), the Relinquishing Owner shall promptly notify the other joint owner(s) of its decision, and the other joint owner(s) may take over the payment of such share. The Relinquishing Owner shall forthwith relinquish to the other joint owner(s) who continue such payments, its right, title to and ownership in such jointly owned Intellectual Property Right for the countries or territories concerned, subject, however, to the retention of a non-transferable, non-exclusive, royalty-free and fully paid-up license, without the right to grant sub-licences, for implementation of the Action and for Exploitation, for the lifetime of the jointly owned Intellectual Property Right in or for the countries or territories concerned in favour of, and for the use by, the Relinquishing Owner as well as such Relinquishing Owner’s Affiliates.

The [IP Joint ownership Agreements](#) shall include information regarding:

Identification of Joint owners

Allocation of shares (i.e. equally split, split in proportion to individual contributions)

Conditions of non-commercial use of jointly owned IP

Conditions of commercial exploitation of jointly used IP

Rules on licensing/Sub-licensing, transfer of shares

IP protection maintenance

IP monitoring and enforcement

Governing law jurisdiction

#### RIGHT OF USE

Co-ownership arrangements usually grant each party an unrestricted use of the jointly owned IP. Should, however, restrictions on one party’s use be necessary, due to the interests of other partners or its use in further research activities, two options can be envisaged:

- The joint ownership will be maintained with the provision of mutual restrictive conditions on the joint results’ use.

- One party will be assigned the property of the entire asset – hence supporting all the related costs – and will grant licenses to other partners on an “as-needed” basis, according to the interests in the balance.

Regulations regarding the use of the background, brought to the project as part of the collaborative effort, should also be part of the contractual arrangements. Each party should grant access rights to the respective other parties, allowing them to use the background in accordance with the project’s scope (usually royalty-free), and within their business activities (usually royalties-bearing).

#### RIGHTS OF EXPLOITATION

Joint ownership arrangements should also define the conditions under which each co-owner can assign, license and exploit jointly owned results.

Each joint owner may grant non-exclusive licences to third parties to exploit the jointly-owned results (without any right to sublicense), if the other joint owners are given:

- at least 45 days advance notice and
- fair and reasonable compensation.

The joint owners may agree —in writing —to apply another regime than joint ownership. Another important issue that partners should agree upon from the outset, is the compensation, the other partners will receive, with regard to the exploitation of the joint results.

#### DISSEMINATION AND CONFIDENTIALITY

Regarding the dissemination of the project’s results, parties can agree on limits and means to disclose data and research materials, bearing in mind that disclosures can be an impediment to future IP rights registration (i.e., patents, utility models and industrial designs). No dissemination of results may take place before decision is made regarding their possible protection.

When dissemination activities take place, careful attention should be paid to confidential information that are used to carry out the research. Partners might want to maintain secrecy on the knowledge, related to the collaboration project. Based on the contractual clauses, parties should therefore comply with the confidentiality rules. Also, all publications or any other type of dissemination (including electronic form) shall include a statement that the action received financial support from the European Union.

Before dissemination, a partner must inform other consortium partners in writing 45 days before the planned dissemination activities and include enough information to allow them to analyse whether their interest is affected or not. The partner must wait 30 days for any objection to the dissemination (agreed in the CA). The partner must beware not to infringe third parties’ intellectual property rights. A list of the dissemination activities should be included in the Exploitation and Dissemination Plan.

For more information regarding exploitation and dissemination regarding research results please visit:



[https://research-and-innovation.ec.europa.eu/strategy/dissemination-and-exploitation-research-results\\_en](https://research-and-innovation.ec.europa.eu/strategy/dissemination-and-exploitation-research-results_en)

It would be interesting to explore early in the process at least to make a draft regarding the joint ownership agreement for the KERs. In Table 3 the main actors regarding this matter can be observed:

Table 3: Partners involved in Joint ownership agreements.

RESULT	Application	Partners involved
<b>Entire value chain traceability system for forest products (mechanical and manual) (RES1)</b>	The traceability system, based on physical marking of roundwood (single logs) and deployed with a simplified data platform allows stock management, product invoicing and enables a highly precise certification of forest products, including georeferencing of origin.	TREE OTME SIMTRO CNR FMMF BLUE ARBO
<b>Identification and traceability system for sawn wood (RES5)</b>	This system when deployed within the primary processing industry allows: - Accurate traceability of resources along all log transformation steps - Link the final product (such as long-lasting structural components) to the unique tree standing in the forest	SIMTRO OTME MICRO TREE
<b>On-board LiDAR scanning for value recovery optimization and forest inventory (RES4)</b>	The elaboration LiDAR data can provide two independent services: - Real-time optimization of value recovery during tree harvesting - Elaborate a detailed post-harvest forest inventory	UEF CTFC CNR TREE INNO
<b>Smartphone APP for forest inventory and timber measure (RES2)</b>	It can be deployed in two different stages of the forest value chain: - Inventory of forests for value assessment - Measure of produced timber during manual harvesting	ARBO TREE UEF
<b>Illegal logging satellite detection (RES6)</b>	Early warning solution for the detection of forest cover changes based on free Copernicus data. Applicable to control illegal logging but also to monitor natural hazards (e.g. wildfire, gale)	UNITBV CNR TREE

# Access to critical infrastructure, commercial background and patents

All SINTETIC partners will contribute to the goals of the project with the unique expertise and competences of their highly qualified personnel (knowhow, information, expertise, etc.). Upon this, the members of the consortium will also guarantee the outstanding added value of their technology background, innovative facilities and up-to-date equipment. This will be done always according to the rules defined in the Consortium Agreement and within the frame of the IPR plan detailed in WP6, protecting intellectual and material properties. In Table 4 a list of the background patents included in the project.

Access rights to the partner requesting it, if already considered as needed under the project GA or CA, (incl. licenses) to results or background of project partners' background, shall be granted. The partners involved shall, when necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place. The access shall be requested in writing. Additional ones can always be negotiated. Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise. 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.

Requests to exercise access rights and the waiver of access rights must be done in writing.

Access rights do not include the right to sub-license.

If a partner is no longer involved in the action, this does not affect its obligations to grant access.

If a partner defaults on its obligations, the partner that gave the access rights might revoke its access.

The access to research infrastructure is regulated by the "Specific rules for access to research infrastructure" written in Annex 5 (page 296 of the [Annotated Grant Agreement](#))

APPS and software – Technology partners will provide access to their products and services by integrating or interfacing to the SINTETIC platform (Geodatabase) their commercial APPs, algorithms, databases and sensors.

TREE will make available the services "HarvestHQ" for forest inventory and harvest data management/visualization (WP3, WP5) and "HarvestSynk" for forest machine data backup and transmission (WP5).

ARBO will integrate, adapt and improve the smartphone APP "Arboreal Forest" (WP2).

BLUEB will interface to the platform the service and database ForestSharing.

MICRO will interface to the platform the Smart Link framework to exchange data acquired in the sawmill. In addition, Table 4 lists the main patents and trademarks™ that will be deployed in the project.

Equipment

CNR will host and maintain the Geodatabase in its server farm through the whole duration of SINTETIC and will guarantee its maintenance, activity and public accessibility for at least 5 years after the end of the project (WP3).

SILVA will make available its forest harvester by installing a HarvestHQ system (TREE) to provide one year-round operational data for satellite monitor training (WP5, T5.4).

UEF, CNR and UNITBV will deploy field instruments for timber quality and volume measure, time studies and forest inventory (WP2 and WP4).

Industrial facilities

The industrial partners PIVET and FISKAR (WP2 and 4) will grant access to their sawmilling line and the installed sensors constituted by a full array of MICRO's products: CTLog (X-ray scanner), Goldeneye and Logeye300 (optical scanner).

OTME will allow the access to its mechatronic workshops to INNO for common prototype development (WP2).

Other

FMMF will allow the use of the proprietary brand of certified timber products (registered logo visible on the right) to test the chain of custody function of the traceability system (WP4).



*Table 4 Main patents and trademarks made available by the project partners*

Nr.	Partner	Patents and TMs	Description
2	MiCRO	<a href="#">EP3540426A1</a> ; <a href="#">EP3767583A1</a> ; <a href="#">EP3798908A1</a>	Software for CTLog™ data acquisition, processing and training.
2	MiCRO	<a href="#">EP3916378A1</a>	Software for image analysis of sawnwood
2	MiCRO	<a href="#">EP2202039B1</a>	Algorithm for cutting optimization based on CTLog™ scanner data
4	OTME	<a href="#">EP258224B1</a>	Marking device and harvesting arrangement (stepladder swing)

Nr.	Partner	Patents and TMs	Description
4	OTME	<a href="#">EP2523544B1</a>	Marking device and harvesting arrangement for tree harvesting (code with two levels)
4	OTME	<a href="#">EP2271198B1</a>	Harvesting arrangement for tree harvesting (harvester with striking arm)
4	OTME	<a href="#">EP1886090B1</a>	Contactless measurement on a tree harvester
4	OTME	<a href="#">SE2050719-0</a>	Log marking device with a setting unit for the striking head (KEY BOX)
4	OTME	Trade Marks – 018312678; 01839753; 018397527; 018397524	<b>ForestQR:</b> overall traceability system. It is composed of physical marking system ( <b>LogMarker</b> ), database handling ( <b>LogTrace</b> ) and ID retrieval system ( <b>LogVision</b> ).
4	OTME	Trade Mark - 017884071	<b>OTMETKA_ID:</b> Data system and code system.
5	SIMTRO	Trade Mark – 14171640.7 – 1806 / 2816508 <a href="#">EP2816508B1</a>	<b>SMART NAIL:</b> RFID tags designed to mark standing trees, roundwood and any type of wooden product.

## Results Ownership List (ROL)

During the final reporting period, this mandatory form needs to be filled out. It will detail the final owners of IP after the project is over and can consist of singular or multiple owners to enable EC follow up of exploitation.

## Business Model

At present, the preferred business model of the project consortium assumes that PIVET, FISKAR and EOS will implement modular up-scaling and commercialization activities of the project results.

However, given the results from stakeholder engagement, exploitation workshops and exploitation studies foreseen to be implemented during the project (Pestle, Competitiveness techno-economic studies, etc) an appropriate business model will be developed based on two different strategies:

1. The direct commercialization of the obtained software (e.g., digital platform dedicated to comprehensive forest value chain data management) and hardware (e.g., prototype of timber processor head)
2. The protection of the developed processes and technologies and their exploitation through licenses and royalties.

The potential for developing consultancy services will also be examined. This business model will aim to maximise market entry potential through the removal of barriers along the supply chain as well as minimise scale-up and investment risks. Such barriers include supply chain volume constraints and/or high prices of natural resources, logistic in materials supply, customer scepticism.

It will be important to think about how IP management will continue after the project end. Also, who will be in charge during the project's duration.

# Knowledge management strategies

Knowledge Management (KM) is considered the process of identifying, organizing, storing and disseminating information within an organization.

KM for the Consortium is one of the biggest challenges as to find the right strategy and tools to manage our knowledge effectively is a key to succeed. Not getting the right information at the right time affects the productivity through increased search time, cost to recreate lost information and faulty decisions because of improper information.

The key components of KM are creation, organization and storage, sharing and knowledge application. As so it is interlinked with protecting Intellectual Property (IP) as Knowledge Management (KM) processes involves implementing measures to safeguard and control the access, use, and dissemination of valuable intellectual assets, such as patents, utility models, trademarks, copyrights, and trade secrets, to prevent unauthorized disclosure or misuse and maintain the consortiums' competitive advantage.

Transfer of material/equipment between partners inside the consortium need to be signed prior to any shipment. In a model type can be found out and could be modified to fit each MTA. This will also be the case in case of a data transfer, with a Data Sharing Agreement (DSA). Information transfer can be protected via a Non-Disclosure Agreement (NDA) or follow the specifications to make effective the one between partners in the Consortium Agreement. If you prefer to create one, there are templates from the European IP Helpdesk ([https://intellectual-property-helpdesk.ec.europa.eu/system/files/2021-03/Mutual-Non-Disclosure-Agreement-EN\\_2021.pdf](https://intellectual-property-helpdesk.ec.europa.eu/system/files/2021-03/Mutual-Non-Disclosure-Agreement-EN_2021.pdf)).

The same can be found out regarding the DSA (<https://gdpr.eu/data-processing-agreement/>).

Additionally, project partners that are Public Research bodies and Universities must commit to take measures to implement the principles on the management of intellectual property in knowledge transfer activities. Also, before any dissemination is done decisions should be made about the IP protection and exploitation strategy inside the consortium.

EOS will be responsible for the exploitation and dissemination of the results obtained within the project as task and work package leader. EOS will be supported by the PCU as well as the CTF. The exploitation of individual project results will be carried out straightforward by the involved partners. EOS will coordinate these activities as well as the exploitation and dissemination possible interests in the consortium regarding IPR.

Knowledge management within SINTETIC, therefore, is a mutual obligation between all partners. Any relevant knowledge generated within the project must be notified to EOS, who in turn must identify any possibly protectable IPRs, including those not foreseen in this document, and specify their treatment.

There are many popular Knowledge Management Systems used nowadays. Some of these tools are used as part of the SINTETIC development and are listed below:

- Microsoft Teams: Online collaborative system that connects the entire business, where everyone can create, share, discuss and discover a lot of resources.
- Website (<https://sinteticproject.eu/>) containing a description of project goals, partner descriptions, discussion forum, calendar of events, etc.
- Regularly telephone calls, Zoom or Skype chats for informal exchange.
- Mailing Lists: several mailing lists are in place, organized by topic and Work Package that can be checked in Microsoft Teams.
- Teams Meetings: Allows hosting an online meeting and sharing any screen on your computer in real time. It enables regular synchronization and collaborative work of project partners. Other platforms with enough encryption and system security can also be used.

Minutes from the minutes are to be stored in each Teams' work package for each partner with access to look up if needed.

All the information on how to use these tools was introduced in a meeting on 29<sup>th</sup> of June 2023. The video and the presentation is uploaded in [Microsoft Teams](#) for everyone to check if needed. Apart from support by those technical systems, knowledge is shared among project partners in the regular project and work package meetings with talks, brainstorming and workshops.

Also, in the [Project Management Plan](#) under the header "Information management exchange and communication" on page 36 it is thoroughly explained the means of communication with other partners and the procedures as well as where to storage information to share among work packages.

# ANNEX I: Material Transfer Agreement



## MATERIAL TRANSFER AGREEMENT (MTA)

<https://sinteticproject.eu/>

Terms and conditions applicable to the use, handling and return of the Material/Equipment transferred among partners for the SINTETIC project.

As stated in the terms of the Consortium agreement on section 9 and subsequent:

All requests for Access Rights or equipment transfer shall be made in writing. The granting of it may 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.

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

Therefore, the following document ensures that the material or equipment transfer between parties is acknowledged and done inside the consortium framework.



Mr. "Name of the person requesting the MATERIAL/EQUIPMENT", ".....Position name of the partner requesting material in the company/entity....." from ".....company/entity....." with VAT number ".....XXXXXXXXXX....." requests from ".....Name and person of contact from the partner that the MATERIAL/EQUIPMENT has been requested from....." from ".....company/entity....." with VAT number ".....XXXXXXXXXX....." the following MATERIAL/ EQUIPMENT:

1. ".....List of the MATERIALS/EQUIPMENTS required ....."
2. ".....List of the MATERIALS/EQUIPMENTS required ....."
3. ".....List of the MATERIALS/EQUIPMENTS required ....."

This above listed original MATERIAL/ EQUIPMENT transferred through this agreement between the parties.

The lending period is planned period of ".....XXX....." days from shipment.

This submission is made within the collaboration framework of the SINTETTIC project, for a NON-COMMERCIAL utilization of the MATERIAL/ EQUIPMENT in any lawful manner. The MATERIAL/ EQUIPMENT is transferred for USE only to carry out the following activities within the SINTETIC project:

1. ".....List of what they are going to do or what it is needed for....."
2. ".....List of what they are going to do or what it is needed for....."
3. ".....List of what they are going to do or what it is needed for....."

This Agreement DOES RESTRICT the right of the RECEIVER to transfer, supply or distribute the MATERIAL/ EQUIPMENT to other entities, for Commercial Uses or not, or to continue with its own research and development work in relation to the MATERIAL/ EQUIPMENT, or to publish, disseminate or disclose information related to MATERIAL/ EQUIPMENT.

Please be aware that for copyright, utility model or patent infringement this document could be used as proof in court.

The same Non-Disclosure Agreement as the one signed for the SINTITETIC Project is in force for this exchange of material. See chapter 10 Non-Disclosure of Information in the Consortium agreement for more information regarding period and requirements as the need to "explicitly" being marked as confidential.

Recognizing both PARTS sufficient legal capacity, they sign this document, and to that effect.

*City / Town, date*

*City / Town, date*

*Address*

*Address*

---

---

Name:

Name:

Title:

Title:

## ANNEX II: Related documentation in the GA & CA

### Inside the Consortium agreement:

In particular, the Parties shall, when necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place. (CA, page 7)

Information regarding the Non-disclosure of information can be found inside chapter 10 of the Consortium agreement (CA, page 30/82 onwards).

Chapter 9 verses to Access rights to software.

### Inside the Grant Agreement:

Its goal is to decide what project results should be protected, explore the best ways to protect and exploit them and support the partners in exploiting the project results. In this task, the best protection strategy that fits each exploitable result will be discussed to avoid future conflicts among the partners regarding (joint) ownership, access rights and freedom to operate. SINTETIC will include an IP directory listing all IP brought in and developed by the project partners. By keeping this directory, the development of agreements on use and access rights will be facilitated.

Document defining the plan approach to manage and protect the partners' intellectual property rights and knowledge management strategies. It will **identify and analyze the existing and potential IPRs from each partner for each SINTETIC output**. This will be used to utilize and exploit the consortium intellectual property assets (T6.4)

### ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE

#### 16.1 Background and access rights to background

The beneficiaries must give each other, and the other participants access to the background identified as needed for implementing the action, subject to any specific rules in Annex 5.

'Background' means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

- (a) held by the beneficiaries before they acceded to the Agreement and
- (b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

## 16.2 Ownership of results

The granting authority does not obtain ownership of the results produced under the action.

'Results' means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

## 16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes

The granting authority has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes — during the action or afterwards.

The right to use the beneficiaries' materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable license, which includes the following rights:

- (a) use for its own purposes (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) editing or redrafting (including shortening, summarizing, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) translation
- (e) storage in paper, electronic or other form
- (f) archiving, in line with applicable document-management rules
- (g) the right to authorize third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority
- (h) processing, analyzing, aggregating the materials, documents and information received and producing derivative works.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licenses and authorizations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”

#### 16.4 Specific rules on IPR, results and background

Specific rules regarding intellectual property rights, results and background (if any) are set out in Annex 5.

#### 16.5 Consequences of non-compliance

If a beneficiary breach any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.