



**AAL-2012-5**



**CaMeLi**

**Care Me For Life**

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This document is the first version of the Intellectual Property Rights (IPR) Directory of the project CaMeLi. It provides a summary of the most widely used terms and concepts within Intellectual Property, and presents some of the basic rules governing access to and use of Intellectual Property. In continuation, the document presents those elements relevant for the CaMeLi partners regarding the outcomes of the project. Specifically, the ownership and rights to use the different results of the project and the future exploitation of those results by the partners are discussed.

Keywords: Intellectual Property, outcomes of the project

## Classification and approval

### Classification:

This document has the status 'Public' and is public for everyone with no restriction.

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# 1 Introduction

## 1.1 Summary

Dissemination, use of knowledge and results generated in the CaMeLi project are governed by the terms of the Consortium Agreement (CA). In order to make sure that these terms are followed, to avoid disputes and to facilitate business planning, this IPR Directory will be maintained throughout the lifetime of the project (D6.5a, D6.5b). Two versions of this document will be produced to list all items of knowledge relating to the work of the project (both pre-existing know-how and results developed in the project), and make explicit for each item:

- The owner(s).
- The nature of the knowledge, and its perceived potential for exploitation.
- The currently agreed status of the item concerning access rights, plans to use the knowledge in exploitation, or plans to disseminate it outside the Consortium.
- Measures required, or in place, to ensure protection of IPR for the item.

## 1.2 Structure of this Document

In this deliverable some general considerations on Intellectual Property Rights are presented, including important concepts that need to be clearly defined and distinguished. Then, the main aspects of IPR concerning the CaMeLi project and its results are described, particularly the Background, the Foreground and Access Rights. A detailed plan for the use and dissemination of Foreground overview of the ownership and rights to use the various outcomes of the project will be present in the next version of this document.

## 1.3 Relationships with other Deliverables

The elaboration of this document takes into consideration deliverables already produced within the project, namely:

- **D6.2 Dissemination strategy and plan:** identification of target groups for dissemination activities, which might be also interested in the CaMeLi results in terms of commercial exploitation.
- Additionally, the second version of this deliverable will take into consideration the following deliverables:
- **D6.3 Exploitation and Standardization Strategy and Plan:** a description of the CaMeLi exploitable results and of their value proposition.
- **D6.4 – Business Strategy:** presents the CaMeLi outcomes that are likely to be exploited and a market analysis for their future commercialization.

## 1.4 Contributors

**Table 1: Revision History**

Version	Date	Reason	Revised by
V1	10-02 -2014	Initial version	Christiana Tsiourti (UniGe)
V1.1	28-02-2014	Revision and draft contribution	João Quintas (IPN)
V2	13-03-2014	Updated Version	Ines Steinke (Siemens)
V3		Final Version	
V4		Reviewed Version	

**Table 2: Authors**

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## 2 General Considerations on IPR

### 2.1 Background, Foreground and Access Rights

The regime of the Seventh Framework Programme (RfP) distinguishes between information, knowledge and IPR which have been generated previously of the project (“Background”) and those generated during the execution of the project (“Foreground”):

**Background** means the information and knowledge which is held by the project partners prior to their accession to the Grant Agreement (GA), as well as copyrights or other IPR pertaining to such information, including any applications which have been filed before their accession to the aforementioned agreement, and which is needed for carrying out the project or for using Foreground.

**Foreground** means the – tangible and intangible – results, including for example information and knowledge, whether or not it can be protected, which is generated under the project. Such results include rights related to copyright, design rights, patent rights, plant variety rights, and similar forms of protection.

**Intellectual Property Rights (IPR)** means patent, patent applications and other statutory rights in interventions; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs and other similar or equivalent forms of statutory protection, wherever in the world arising or available; but excluding rights in Confidential Information or trade secrets.

**Sideground** means information, other than Foreground developed or otherwise acquired by a Party after entering into the CA, as well as copyright or other IPRs pertaining to such information, and that is introduced into the Project by that Party for use in execution of the Project.

**Access rights** mean licenses and user rights granted to another project partner’s Foreground or Background. Thus, they allow project partners to benefit from each other’s resources, taking full advantage of the collaboration.

IPR provisions related to Background and Foreground are detailed in the CaMeLi CA which has been signed by all the consortium partners. Specifically, Section 6 of the CA establishes the general rules regarding IPR and Access Rights for the Project and in Annex 3 of the CA partners have defined the Background which is excluded from obligations to grant Access Rights. Sections 3 and 4 of this document present the main rules as they are as stated in the Project CA.

### 3 CaMeLi IPR Strategy

The IPR directory forms a key tool to enable knowledge management within the CaMeLi project. An initial version of the IPR directory was included in the CA, which was signed by all the partners at the start of the project. Thereafter, this directory is regularly updated and distributed to all partners.

To maximise societal impact, the project disseminates some knowledge outside the Consortium, to allow other actors to contribute to technology development and deployment. Decisions about exactly what should and should not be disseminated (and when) is proposed by the leader of WP6- Dissemination, Exploitation strategy and Standardization. The leader of WP6 has also the role of Exploitation Manager for the project, overseeing the business plan and IPR related issues. The Exploitation Manager is responsible for ensuring, on behalf of the Executive Board, that the IPR Directory is kept up-to-date.

#### 3.1 Description of main CaMeLi outcome

All results generated from the activities carried out within the CaMeLi Project constitute the Foreground. The main outcomes of CaMeLi are classified in: research results, models and designs, software tools, software services, etc. The basic principle on which partners agreed is that research and development results must be available to large audience to facilitate wide adoption of project results, while in the meantime having options in place for rewarding those that invested.

The description of work (DoW) and CA define the initial agreement on IP and use rights for the main CaMeLi Foreground. Table 3 presents the current status of agreement on IP and use rights. During the whole project time, developed ideas are evaluated in terms of their appropriability as IPR. The ideas will be described by the contributors to the IPR and the percentage of each contributor will be defined.



**Table 3 : Expected topics for IP and use rights for main CaMeLi Foreground**

Foreground topic	<i>Potential Owner / Partners involved (preliminary status)</i>
Overall System Design and specification	
Avatar emotional, multi-modal dialogue Component	UniGe
Dispatching component	SAG
Co-Care Tool	Citard
Home daily activity services (split by services)	UniGe, IPN, NetUnion
Care Services	IPN
Behaviour analysis component	IPN
Environment analysis component	IPN
Natural interaction by speech component	Noldus IT
Kinect acquisition tool	Noldus IT
Real-time decision module for the ViP	Noldus IT

### 3.1.1 Overall System Design and specification

The overall CaMeLi system provides for an adaptable multi-modal avatar interface and integrates a set of software services, that can be personalized to end user needs and preferences, targeting daily activities support and stimulation of senior citizens to remain as long as possible independent at home.

### 3.1.2 Avatar emotional, multi-modal dialogue Component

Development of a Virtual Partner (ViP) model and software able to show a wide variety of human-like understanding and responding to answer the user's needs/requests offering real time complimentary feedback through voice and a wide spectrum of animated facial expressions. The functionality is based on a real-time multimodal event recognition and feedback component, which implements the top-level decision making logic. The "action selection" which determines what the avatar should be doing at each moment in time is based on the ongoing verbal dialogue, non-verbal communication signs (facial expressions, voice intonation) and context information (home environment, user behavior).

### 3.1.3 Dispatching component

Design and development of an intelligent system dispatching/routing alerts and information, to both the elderly and formal and informal carers, in the sense of instant communication and mobilization of all kinds of relevant daily activities support services. The dispatching will be based on the priority of a triggered event based on behaviour changes of the elderly physical and emotional state considering context awareness.

### *3.1.4 Collaborative Care (Co-Care) Tool*

Adaptation and enhancement of the elderly centric social care community network (SoCo-net), developed in the frame of the AAL Co-Living project, to enable formal and informal carers' to support the elderly. The new Co-Care tool will promote collaboration and communication between the elder and formal/informal carers, but also between formal and informal care. Alerting and information both between the elderly and formal and informal carers will be made through an intelligent dispatching/routine system.

### *3.1.5 Home daily activity services*

A set of interoperable software services will be developed to improve the quality of life and autonomy of the elderly and aid in the execution of determined daily life activities at home. The services are organized into two functional categories: Care & Wellness and Guidance services.

### *3.1.6 Behaviour analysis component*

The behaviour analysis component includes the design and implementation of algorithms and software modules that allow the recognition of human activities.

### *3.1.7 Environment analysis component*

The environment analysis component includes the design and implementation of algorithms and software modules that allow the recognition of environment features. These include but are not limited to recognition of spatial features (e.g. home infrastructure), household objects (e.g. furniture, utilitarian objects) .

### *3.1.8 Natural interaction by speech component*

*Wrapper software around existing speech recognition tools to support predetermined commands in multiple languages including French and Dutch. This tool facilitates simple, but natural interaction between the elderly and the CaMeLi system.*

### *3.1.9 Kinect acquisition tool*

Tool to acquire color images, depth images and skeleton information from a Kinect for Windows sensor to provide robust input for other modules like behaviour analysis and context analysis modules.

### *3.1.10 Real-time decision module for the ViP*

A real time multi-modal measurement and control tool that aggregates events from various modules like the facial expression analysis module, the behavior analysis tool and the context analysis tool, that performs event recognition by rule based reasoning and event evaluation and can trigger actions

### *3.1.11 Other software tools*

Additional software tools might result during the project development phase.

## **4 CaMeLi Foreground: Ownership, Protection, Use and Dissemination**

### **4.1 Ownership of Foreground**

Foreground shall be owned by the Party who carried out the work generating the Foreground, or on whose behalf such work was carried out (c.f., Table 3). In order to avoid or resolve conflicts between project partners about the origin of the results, all the project partners shall maintain evidence showing the development of the generation of its Foreground in order to be able to prove its ownership and the date of its generation.

### **4.2 Joint ownership of Foreground**

When Foreground has been developed jointly by several project partners, and it is not possible to distinguish their individual contributions, the Foreground generated will be jointly owned, unless the project partners concerned agree on a different solution. To better manage joint ownership, project partners shall agree on its terms and conditions, either by incorporating the necessary provisions in the CA or by signing a joint ownership agreement. In the absence of such an agreement (or pending its conclusion), a default joint ownership regime applies.

### **4.3 Protection of Foreground**

CaMeLi participants will, individually and collectively, reflect on the best strategy to protect in view of the use of the Foreground both in further research and in the development of commercial products, processes or services. Foreground which is capable of industrial or commercial application should be protected by its owner, having due regard to its legitimate interests and the legitimate interests of the other project partners. In case that a participant does not intend to protect its foreground, it may first offer to transfer it to another participant or even to certain third parties, which may consider it worthwhile protecting this piece of Foreground, rather than leaving it unprotected and available for use by competitors

### **4.4 Use of Foreground**

Project partners shall use the Foreground which they own or ensure that it is used. "Use" means 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 or process, or for creating and providing a service.

### **4.5 Transfer/Dissemination of Foreground**

Each participant shall ensure that the Foreground it owns is disseminated as swiftly as possible, always in a way that is compatible with the protection of the IPR, confidentiality obligations and legitimate interests of the owners (any disclosure, prior to filing for protection, may invalidate a subsequent or potential valuable protection). Therefore, before any Foreground is made available to the public, a decision on its possible protection should be made. The other project partners should be previously informed and may object to the dissemination activity if their legitimate interests in relation to their Foreground could suffer great harm.

## 5 Access Rights

### 5.1 Access rights to foreground and background

In order for the CaMeLi partners to be able to achieve better cooperation and execution of the project, they will exchange some background and Foreground (in the form of patents, know how, etc.). This will imply a grant of access rights. The provisions of RfP concerning access rights to Foreground and Background constitute the minimal rules that cannot be restricted or set aside. In addition, Parties have defined specific Background as excluded from obligations to Access Rights; this is listed in ANNEX 3 of the CA. For the avoidance of doubt, all Background not listed there is available for the granting of Access Rights in accordance with the provisions of the CA. The Party which owns the Background may limit at any time the existing list by removing Background. However, any expansion to ANNEX 3 of the CA after its signature requires an acceptance of the Project Executive Board.

**Table 4 : Access Rights**

	<b>Access to background</b>	<b>Access to Foreground</b>
<b>Project implementation</b>	Royalty-free, unless otherwise agreed before acceding to the Grant Agreement	Royalty-free
<b>Use of results (exploitation or further research)</b>	Royalty-free, or on fair and reasonable conditions	Royalty-free, or on fair and reasonable conditions

### 5.2 Access rights for execution of the Project

Access Rights to Foreground, Background and Sideground needed for the execution of the Project are requested, and shall be deemed granted, as of the date of the CA entering into force, on a Royalty-Free basis to and by all Parties.

### 5.3 Access rights for use

Any Access Rights for Use which are deemed granted on a Royalty-Free basis shall be deemed granted for the lifetime of the relevant Foreground. Access Rights to all Foreground for Use are hereby requested, and shall be deemed granted, as of the date of the Foreground arising, on a Royalty-Free basis to and by all Parties. Access Rights to Background and Sideground needed for the Use of any Foreground to which a Party is entitled under this Consortium Agreement shall be granted on Fair and Reasonable Conditions subject to the following:

- The Party requiring the grant of such Access Rights (the Requesting Party) shall make a written request to the Party (the Granting Party) from which it requires the Access Rights.
- The written request shall identify the Foreground and the Background and/or Sideground concerned and shall provide reasons why Access Rights to such Background and/or Sideground are needed for the Use of such Foreground.

- Any such Access Rights shall only be granted upon the signature of a written agreement between the Granting Party and the Receiving Party and shall not be otherwise deemed granted.
- Any Access Rights granted shall be limited to those strictly needed for the Use of the identified Foreground.

#### 5.4 Access rights concerning project partners leaving the consortium

The termination of the participation of a Party shall in no way affect the obligation of the Party to grant Access Rights to the remaining Parties in the same Project. A Party leaving the Consortium shall have Access Rights to the Foreground developed until the date of the termination of its participation.

However, in case of a Defaulting Party, Access Rights granted to it shall cease and its right to request Access Rights shall end immediately at the moment of decision of the Project Executive Board to terminate Defaulting Party's participation in the Consortium. For the avoidance of doubt, Defaulting Party according to this Consortium Agreement means a Party which the Project Executive Board has identified to be guilty of irregularity specified in this Consortium Agreement.

#### 5.5 Provisions for access rights to Software

Access Rights to Software (Background, Sideground or Foreground) do not include any right to require creation and delivery of Object of Code or Source Code ported to any particular hardware platform or any right to require creation and delivery of any API or Software documentation in any particular form of detail, but only as the item is available from the Party granting the Access Rights. For the avoidance of doubt, such Access Rights do not imply any obligation by the Granting Party to provide any support or maintenance for the Software, nor bear any responsibility for any claims for defects in the Software. Transfer costs shall only be charged in exceptional circumstances.

Save as expressly otherwise provided in this Section 5.2, no Party shall be obliged to grant Access Rights to Source Code. All Access Rights to Software that is Foreground, whether for execution of the Project or for Use, shall be in form of Source Code Access. All Access Rights to Software that is Background, whether for execution of the Project or for Use of own Foreground, shall be in form of Limited Source Code Access, save that no Party shall be obliged to grant for Use any Access Rights to Source Code that is Background. All Access Rights to Software that is Sideground, whether for execution of the Project or for Use of own Foreground, shall be in form of Limited Source Code Access, save that no Party shall be obliged to grant for Use any Access Rights to Source Code that is Background and that is not listed in Annex 5 of the CA. Additional details concerning Software licence and sublicensing rights are described in Section 6 of the CA.

## **6 Non-disclosure of information / confidentiality / privacy**

During the Project and for a period of 2-4 years after its completion, the Parties undertake to preserve the confidentiality of any data, documents or other material that is identified as confidential in relation to the execution of the project (i.e., personal information of the end users, etc.)

The previous paragraph no longer applies where:

- The confidential information becomes publicly available by means other than a breach of the confidentiality obligations;
- The disclosing Party subsequently informs the receiving Party that the confidential information is no longer confidential;
- The confidential information is subsequently communicated to the receiving Party without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- The confidential information was already known to the receiving Party before the moment of disclosure;
- The disclosure or communication of the confidential information is foreseen by provisions of the Grand Agreement(s);
- The confidential information was developed by the receiving Party independently of any such disclosure by the disclosing Party;

## **7 Plan for the Use and Dissemination of Foreground**

The second version of the IPR Directory (D6.5b) will include detailed plan on the IP and Access Rights regarding the final version of the CaMeLi Solution, determining the rules partners shall follow for exploitation and dissemination of the projects outcomes and results, according to their intentions.

## 8 Glossary

**Table 5: List of terms, abbreviations and acronyms**

ICT	Information and Communication Technology
CA	Consortium Agreement
IP	Intellectual Property
IPR	Intellectual Property Rights
RfP	Seventh Framework Programme