



Edible Cities Network – Integrating Edible City Solutions for social, resilient and sustainably productive Cities

## Refinement of the plan for the exploitation of the project's results

Deliverable D6.1



EdiCitNet has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No. 776665



**About this document**

**This deliverable is related to:** WP6 Consultancy, Business, Development and Market uptake

**Deliverable lead beneficiary:** Humboldt-Universitaet zu Berlin (UBER)

**Dissemination Level:** PU (Public)

**Date of submission:** 30 November 2019

**Authors:**

Humboldt-Universitaet zu Berlin (UBER): Ina Säumel, Suhana Reddy, Thomas Wachtel, Chiara Bearzotti

**For any comments please contact:** [edicitnet-coordinator@eurtd.com](mailto:edicitnet-coordinator@eurtd.com)

The document reflects only the views of the authors and the Executive Agency for Small and Medium-sized Enterprises and the European Commission are not responsible for any use that may be made of the information that the document contains.

## **Table of Contents**

<b>1.Executive Summary</b>	<b>3</b>
<b>2. Work done</b>	<b>4</b>
Terminology adopted by the consortium	4
EdiCitNet setup for IP exploitation	5
Open Access and IP	7
Soft IP and protection	8
Long-term planning of exploitation	9
References (Bibliography)	9
<b>Glossary</b>	<b>10</b>

## 1. Executive Summary

---

Horizon 2020 is a Research and Innovation programme aiming at fostering competitiveness and growth and increasing benefits to the European Union economy and citizens. Public investment in projects are to be converted into socio-economic benefits for the society, as clearly indicated in the Horizon 2020 Rules for Participation<sup>(1)</sup>, with a clear accent to the beneficiaries' obligations to exploit the outcomes of the funded activities. The Horizon 2020 work programme explicitly specifies that project proposals *shall include a draft Plan for the Exploitation of Results*. The present document summarises the beneficiaries' strategy and concrete actions related to the exploitation of the project results. This Plan indicates how the partnership has established the basis for the intellectual property strategy and exploitation activities, and summarises the concrete actions related to the protection, dissemination and exploitation of the project results.

But one of the key features of EdiCitNet is that Intellectual Property is most likely to be generated not within the consortium partners (i.e. beneficiaries of the action), but rather in the enlarged city teams, which are local teams, communities of knowledge and practice , and consists of the consortium partners and a wider group of stakeholders which are not consortium partners (members of NGOs, GOs, businesses, citizens etc.).

## 2. Work done

---

During the first months of the project, the consortium partners have agreed on a common terminology to adopt for the exploitation strategy in EdiCitNet, and on the key pillars for managing intellectual property generated in the project activities.

### Terminology adopted by the consortium

The term "exploitation" is defined under the Horizon 2020 Rules for Participation as follows and have been adopted by our project.

**Exploitation** (*EC definition*) means the use of results in further research activities other than those covered by the action concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities.

**Innovation Management** (*EC Definition*) is the "overall management of all activities related to understanding needs, with the objective of successfully identifying new ideas, and managing them, in order to develop new products and services which satisfy these needs."

---

<sup>1</sup> See Article 43 Horizon 2020 Rules for Participation  
[http://ec.europa.eu/research/participants/data/ref/h2020/legal\\_basis/rules\\_participation/h2020-rules-participation\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/legal_basis/rules_participation/h2020-rules-participation_en.pdf)

**Results** generated under the project could be any tangible or intangible output, more particularly data, knowledge or information whatever its form or nature, whether it can be protected or not.

**Intellectual Property (IP)** includes:

- Products of the mind;
- Products of research & experimentation;
- Products of creativity;
- Intellectual Property, like Physical Property can be a valuable asset.

Like physical property, intellectual property is an asset which can be traded (sold, bought, leased, used as collateral, or given away).

**Intellectual Property Rights (IPR):** The law provides legal “rights” to protect your Intellectual Property, known as Intellectual Property Rights (IPRs).

- Patents (technical inventions);
- Copyright (Software, Written works, Engineering drawings, Semiconductor Topologies, etc);
- Design Rights (appearance);
- Database Rights (creation and arrangement of data);
- Trade marks;
- Utility Models/petty patents etc.

**City Teams:** According to the DoA, in EdiCitNet, each front runner city (FRC) and follower city (FC) set up **City Teams**, who are managing the implementation of the Living Labs in the FRCs and the Transition Pathway of FCs. These are **local communities of practice** consists of consortium partners and non-consortium partners<sup>2</sup>. **City Teams** are open and flexible teams with a permanent core group, building up a wider ECS City Community, involving larger stakeholder groups to ensure local participation and support. The city teams organise regular coordination meetings and round-tables for a large number of stakeholders, for instance for ECS practitioners and entrepreneurs<sup>3</sup> who are given the opportunity to knit contacts and exchange with competent representatives of the municipality and potential public or private sponsors to develop joint strategies and projects.

**EdiCitNet ECS Business Consulting Team (BCT):** According to the DoA, skills and expertise are required to facilitate the key-activities in the EdiCitNet City Teams. With respect to exploitation, one of the tasks of the BCT is to facilitate **the business planning and development of the ECS businesses and initiatives evolving in the Living Labs (FRC)**. The BCT includes consortium partners, but also external experts who might be contracted by the consortium partners to offer additional skills and expertise needed on the basis of service contracts.

---

<sup>2</sup> More about the City Teams and their functions can be found in our description of the action, part B.

<sup>3</sup> These could be single individuals, for profit organisations, not for profit organisation, or a combination thereof.

## EdiCitNet setup for IP exploitation

IPRs provide a framework for the consortium partners for exploiting intellectual property and underpin how the consortium promotes innovation, encourages invention and creativity, and thereby helps the broader society to benefit from IP generated in the project.

In EdiCitNet we have to take into consideration the following elements:

- A number of bodies and teams (e.g. the city teams and the BCT) include **both partners and non partners**. Some of them, as partners, must comply with the obligations underlying the consortium agreement, when it comes to exploitation, and to the obligations arising from the signature of the grant agreement. Some of them are instead not bound by the project consortium agreement nor by the grant agreement.
- It is the **task of a specific work package (WP6) and of a specific governance body in the project (BCT<sup>4</sup>)**, to focus on business development and market upscale of ECS, by supporting and empowering local initiatives in exploring their potential to start a social business activity (social entrepreneurs).
- It is the focus of another work package (WP7) to develop comprehensive **dissemination and training measures<sup>5</sup>** to ensure that the ECS network will grow and develop a self-sustainability strategy.
- Another work package (WP3) is tasked with the set up of **Standard Operating Procedures**: From the results and experiences of the co-developed Living labs in the front runner cities, the WP3 will set up Standard Operating Procedures for rapid exploitation and up-scaling in follower cities and in further interested cities outside the project.

Taking into consideration the above inputs, the consortium has agreed on an innovation management system relying broadly on the **following pillars**:

Phases	Responsibilities	Description
1. Securing the foundations	Top level management: Coordination, WP leads, representatives of the partners in the General Assembly	In the Consortium Agreement (CA) each partner identified the background brought into the project and agreed on rules for the IP and innovation management. The CA defines Access rights, Results ownership, Joint Ownership, Transfer of result, Protection of results. The CA implementations is monitored by the legal advisors of the partner institutions. The innovation management starts at the point of capturing the creative works and finishes when a product or service is deployable.

<sup>4</sup> D6.4 Action plan of EdiCitNet Business Consulting Team and also D6.7 Final EdiCitNet ECS business development and sustainability plan, including methodologies and formats for successful ECS upscaling and replication

<sup>5</sup> We refer here both to education and vocational training measures: See in particular Task 7.4 (development of new curricula and ECS Master Programmes, training materials, webinars, workshops/summer schools, etc.)

		The innovation management principles are rooted in the Consortium Agreement.
2. Proactive monitoring of project outputs	WP leads	Proactive monitoring of outputs - regular reviews within the work packages. Identifying all relevant IP such as software, papers, know-how, etc.
3. Management and protect the project outputs	Legal advisors of the project partners' organisations	<ul style="list-style-type: none"> <li>• Clarify ownership in compliance with the clauses of the consortium agreement</li> <li>• Check for "hidden traps" (publications, etc), which might affect potential patentability.</li> </ul>
4. Dissemination of the project outputs according to the timeline	Coordination and WP leads, individuals involved in the project (working for partner organisation).	Regular record keeping at project level.

In the Consortium Agreement, it has been agreed that each partner in the consortium takes measures to allow 'exploitation' of joint results by using them in further innovation/research activities (outside the action).

The consortium partners have an initial opportunity to prevent unauthorised use of IP by others, unless a specific agreement is reached. As a general rule, preventions measures can be either taken by a single partner organisation directly or by a number of partners jointly.

In the project, **exploitation (or use/uptake)** will be done through the innovation activities described in the project, transfer of know-how, coaching for business development, ECS upscaling and replication, educational and training programmes, targeting a broader audience of stakeholders connected to the city teams.

**Individuals and organisations** outside the consortium, as the members of the City Teams for instance, will also be able to benefit from our results, given our requirement to share the project's outcomes in 'open access' formats. This approach stimulates wider innovation, enriching society.

## Open Access and IP

Scientific publications are not considered a main activity in the project, because EdiCitNet is an innovation action. Nevertheless, the consortium is aware of the obligations deriving from the signature of the grant agreement and has agreed on the following:

**Peer-reviewed scientific publications:** We are open, i.e. we support full open access: The scientists in the teams ensure that electronic copies of peer-reviewed scientific publications become freely available to anyone as soon as possible and in all cases **no later than six months after publication**. **As a general rule**, we will strive to use Open Access Journals for publishing our articles. Authors will

avoid signing any copyright agreements with publishers that do not allow them to fulfil the EC Open Access (OA) requirements. If, for any reason, our scientists prefer to publish their articles in journals which are not Open Access Journals, authors pay the extra fee for fulfilling the EC Open Access requirements, opting thus for the so called **Golden OA option**. If the Golden OA is considered too expensive for the budget of the partner, or if it is not offered by the chosen publisher, the **Green OA option** will be applied. In this case, authors deposit their final manuscript or the published article in an institutional or subject-based repository. In this case, the publisher's policy allows the author to archive the final manuscript in a repository, before peer review (pre-print version) or after peer-review (post-print version). In order to apply this option, authors first retain their copyright and provide the publisher with a license to publish, instead of signing a simple copyright transfer agreement (CTA).

**Scientific peer-reviewed articles** will be made available:

- in the institutional repository of the institutes where the authors work. Scientists will provide communication to the Coordination with indication of the open repository used;
- in the subject repository for the specific topic of the article, if available;
- on OpenAIRE <http://www.openaire.eu>

**Use of Zenodo for granting open access to project materials:** Reports, dissemination materials and deliverables are going to be made available in **Zenodo** <http://www.zenodo.org> to ensure a long-term life and accessibility to broader audiences. Deposit in public repositories such as Zenodo will be done after checking that the potential IP can be protected.

## Soft IP and protection

On the one hand, we are aware that the project might generate IP during the implementation and this IP requires action, both in terms of ownership, protection and enforcement. On the other hand, it is more likely we will have **soft IP generated in this project**: The terms “Soft IP” can be used to describe the intellectual assets which are not included in industrial property or in literary and artistic works, but have an important value for the organisations. Usually, this refers to know-how, trade secrets, confidential information. Soft IP is very common, but it is more difficult to protect: Soft IP protection is not achieved by registration, it normally falls under the category of intangible rights – associated with other IPR, it is free of charge and does not involve long or complex registration processes, BUT requires appropriate internal management. The role of Coordination cannot be an active one in the protection of Soft IP because the Soft IP needs to be directly protected by the organisations where the individuals generating the IP belong to. The role of the Coordination will be limited to raising the awareness and making sure individuals involved are coached on ways to protect their soft IP.

**Use of NDAs during the coaching sessions with BCT:** Information about technology that makes a company's product unique, prototypes, or a list of key customers are just a few examples of **business information**. Business information can have a great commercial value and significant importance for an entrepreneur/enterprise, despite its size and maturity level. The uncontrolled



disclosure of business information might potentially lead to serious consequences. Entrepreneurs and enterprises may not be aware of this risk and thus of the importance of keeping this valuable information “confidential”. Indeed, such information relates to intangible assets and falls under the category of intellectual capital, but its protection is not regulated within the intellectual property rights (IPR) system and it belongs instead to the so-called Soft IP. There are many ways to protect confidential business information<sup>6</sup>.

Obligation of confidence arises when an agreement has been reached between parties to maintain the information confidential, for instance, for the coaching provided by the BCT, we plan to offer to the ECS we advise to sign a Non-Disclosure Agreement (NDA). NDAs are called confidentiality agreements, private contracts whereby valuable information is kept safe. All types of information can be transmitted in these agreements, such as ideas, know-how, business information and negotiations, among others. The common characteristic though is that the disclosed information is valuable for the disclosing party to the extent that it must be kept away from the public domain. We plan to use the templates made available by the EU IPR Helpdesk.

## Long-term planning of exploitation

In the long-term, we plan to pursue the following activities:

- **Regular updates of the Plan for Exploitation:** Updates of the present plan for Exploitation are also going to be highlighted in the Project Periodic Reports, and will be submitted to the EC as an integral part of the Project Periodic Reports, as stipulated in the Grant Agreement.
- **Updates of the Data Management:** The Data Management Plan evolves during the lifetime of the project and represents faithfully the status of the project reflections on data management. Updates of the data management plan are thus planned and are also going to be submitted to the EC as an integral part of the Project Periodic Reports.
- **Actions at the end of the project lifetime (last three months before closure):** best practices in capturing and assessing the Intellectual Property and providing measures for exploitation will be provided to the consortium at the end of the project.
- **Actions after the conclusion of the project (after the end date of the project):** IPR provisions remain in force, such as the obligations regarding confidentiality, exploitation and dissemination.

## References (Bibliography)

- Annotated Grant Agreement (version June 2019)
- European IPR Helpdesk, PowerPoint presentation on “Managing H2020 projects to maximise impact and innovation”, Dr. Eugene Sweeney, 8th July 2015
- European IPR Helpdesk, Fact Sheet How to manage IP in Horizon 2020: project implementation and conclusion

---

<sup>6</sup> Confidential information may refer to personal information, professional information and information in the context of business, commerce or trade.

- European IPR Helpdesk, Fact Sheet The Plan for the Exploitation and Dissemination of Results in Horizon 2020
- European Commission, H2020 Programme Guidelines on Open Access to Scientific Publications and Research Data in Horizon 2020
- European IPR Helpdesk, Introduction to Intellectual Property and Intellectual Property Rights European IPR Helpdesk online training, February 08th, 2017
- European IPR Helpdesk, Fact sheet Managing H2020 projects to maximise impact and innovation
- European IPR Helpdesk, IP in EU funded projects, European IPR Helpdesk online training, 14 June 2017
- European IPR Helpdesk, Impact and Innovation in H2020, European IPR Helpdesk online training, 05 July 2017
- European IPR Helpdesk, Maximise the Impact of Horizon 2020 project results, European IPR Helpdesk online training, 19 July 2017
- Fact sheet on “Non-Disclosure Agreement: a business tool” 2018

## Glossary

---

Abbreviation	Description
ECS	Edible City Solutions
CA	Consortium Agreement
EC	European Commission
FC	Follower City
FRC	Front runner city
IP	Intellectual Property
IPR	Intellectual Property Rights
NDA	Non-Disclosure Agreement
OA	Open Access

## About the EdiCitNet project

EdiCitNet is demonstrating innovative nature-based solutions (NBS). Edible City Solutions (ECS) are going one step further: We include the whole chain of urban food production, distribution and utilisation for inclusive urban regeneration and address societal challenges such as mass urbanisation, social inequality and climate change and resource protection in cities.





Thank you!



Twitter: @edicitnet



Insta: edicitnet



edicitnet-coordinator@eurtd.com



EdiCitNet has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No. 776665



Reports in #openaccess #OA in Zenodo  
<https://zenodo.org/communities/edicitnet/>