



Innovative multi-use prototype combining offshore renewable energy and aquaculture in the Atlantic Basin

D5.1 KNOWLEDGE AND IP PLAN FOR CONSORTIUM TECHNOLOGIES

Grant Agreement n°. 101077600



Co-funded by
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¹ PU= Public, SEN=Sensitive



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Acronyms & Abbreviations

CO	Project Coordinator
EC	European Commission
EU	European Union
CINEA	European Climate, Infrastructure and Environment Executive Agency



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Executive summary

This document outlines the procedures for managing Intellectual Property Rights (IPR), based on the provisions outlined in both the AquaWind Grant Agreement and Consortium Agreement. It provides a comprehensive process that includes the identification of potential innovations, documentation, tracking, and safeguarding of Intellectual Property arising from the AquaWind project.

1.0 Introduction

Based on the AquaWind Consortium Agreement and as stated in the project's Grant Agreement, this document is aimed at providing guidelines on how Intellectual Property Rights will be managed by the AquaWind consortium. More specifically, the objective of this task, started in M1 and to be carried out until the end of the project in M36, is to provide AquaWind members with a clear identification and fair allocation of intellectual rights and patent contributions.

Additionally, this document establishes rules for the use of foreground, side ground and background knowledge and its distribution within the project as well as the rules for handling sensitive and confidential information.

It is also important to mention that this document will monitor the protection of IPR within and outside the Consortium and will be integrated in AquaWind overall Communication, Dissemination and Exploitation Plan (CDEP).

The consortium members are: the Government of the Canary Islands through the Canary Islands Agency for Research, Innovation, and Information Society (ACIIS, coordinator); the Oceanic Platform of the Canary Islands (PLOCAN, testbed); the University of Las Palmas de Gran Canaria (ULPGC); the Canary Islands Science Park Foundation (FCPCT); Consulta Europa; the Canary Islands Maritime Cluster (CMC); EnerOcean S.L; Innosea S.A; Wavec; and Canexmar S.L.

The objective of AquaWind is to carry out a demonstration test of a multi-use (MU) solution that combines an adapted offshore aquaculture cage integrated into a floating wind turbine prototype (W2Power).





Figure 1 Schematic view of the joint unit W2Power with aquaculture cage

This involves the structural, economic, environmental, and biological validation through different tests and research campaigns, including three short fattening trials (3-4 months duration) with live specimens of gilthead seabream (*Sparus aurata*) initially as the model species, and later with greater amberjack (*Seriola dumerili*) as an alternative species. The cultivation will take place in a remotely operated cultivation cage prototype integrated into the floating wind energy prototype, which has already been tested previously at the PLOCAN testbed, albeit without the structural coupling of the designed cage prototype and the inclusion of live fish specimens (Figure 1).



2.0 AquaWind Intellectual Property Rights Management

As agreed on the Grant and Consortium agreement documents, one of the main objectives of the IPR management is to control knowledge transfer and IP rights from the onset of the project. For this purpose, this document includes a well-defined strategy as well as the main mechanisms and procedures to be designed and controlled by ENEROCEAN, as the project's IPR manager, and implemented by all partners.

2.1 Definitions

Access Rights: Means rights to use the Results or Background as set out in the Grant Agreement.

Affiliated Entities: Means (a) any legal entity which Controls, is controlled by, or is under common Control with that Party, for so long as such Control lasts; and (b) any other legal entity that is listed in Attachment 3 to this Consortium Agreement as being an Affiliated Entity of that Party, where such legal entity is one in which that Party (or a legal entity qualifying as an Affiliated Entity of that Party under (a) (directly above) has a 50% equity share or is the single largest equity shareholder.

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:

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

Consortium body: Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

Consortium plan: Consortium Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Steering Committee.

Defaulting Party: Defaulting Party means a Party which the Steering Committee has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

Granting Authority means the body awarding the grant for the Project.

IP (Intellectual Property): Intellectual Property means intangible creations. It is protected by various legal mechanisms and rights, such as patents, copyrights,



trademarks, and trade secrets, which grant creators or owners exclusive rights to their intellectual creations for a specified period. This protection allows creators to control and benefit from their creations and encourages innovation and creativity in various fields.

The difference between **Knowledge** and **IP**, whereas IP refers to specific legally protected creations with commercial value, whereas knowledge is a broader concept encompassing information, skills, and understanding that may or may not be legally protected and is often more freely shared and used.

IPR (Intellectual Property Rights): Intellectual Property Rights refer to the legal rights that individuals or entities have over their intellectual creations, such as inventions, artistic works, brand names, and trade secrets. These rights are designed to protect the interests of creators and innovators by granting them exclusive rights to their intellectual property for a certain period. IPR include various forms of intellectual property, including patents, copyrights, trademarks, and trade secrets, and it provides the owners with the legal authority to control and benefit from their creations, whether by preventing others from using, reproducing, or distributing their intellectual property or by licensing it to others for a fee or royalty. Intellectual Property Rights are governed by laws and regulations specific to each type of intellectual property and can vary from one jurisdiction to another.

Joint IP: Joint IP means to the intellectual property that is jointly owned by two or more parties. This can occur when multiple individuals or entities collaborate on the creation or development of a particular invention, creative work, or innovation.

Joint IP ownership typically entails shared rights and responsibilities among the co-owners, which may include the right to use, license, or enforce the IPR, as well as the obligation to share any benefits or profits derived from it.

Needed means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.



Software: Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

2.2 Management of Intellectual Property Rights

The AquaWind project is dedicated to upholding the principle of unrestricted access to novel research data generated as an outcome of the project, aligning with one of the primary objectives of the European Commission's open-access initiatives for communicating and exploiting research and innovation results beyond the EMFAF project consortia. Consequently, the AquaWind Consortium is firmly committed to openly disseminating both content and data engendered within the project, adhering to the gold model and the FAIR (Findable, Accessible, Interoperable, and Reusable) data principles.

Within this framework, all participating entities will be strongly encouraged to contribute their expertise, thereby augmenting the caliber of the work carried out within the AquaWind initiative. While most knowledge sharing is anticipated to proceed seamlessly, instances may arise wherein the shared knowledge bears significant intrinsic value to its possessor. In such cases, the matter of intellectual property (IP) ownership necessitates consideration.

The establishment of ownership can take shape through one of the ensuing delineations:

- **Background:** Knowledge originating from external sources and introduced into the project constitutes background knowledge. The owners of the IP are to be duly recorded alongside the IP details. Prudent practice dictates the preliminary recording of background knowledge before any disclosure within the project's context. It is important to note that background knowledge may be withheld from registration if ambiguity surrounds its ownership or if its relevance to the project is deemed negligible. Background knowledge registration ought to be withheld for information demonstrably in the public domain.
- **Project Results:** Outcomes achieved during the project, whether independently or through collaborative efforts with fellow partners, fall under this category. As a general principle, contributors who have participated in the development process will be established with collective ownership of the IP. To obviate potential misconceptions about ownership, disclosure of the IP should be relayed to the IP Manager.



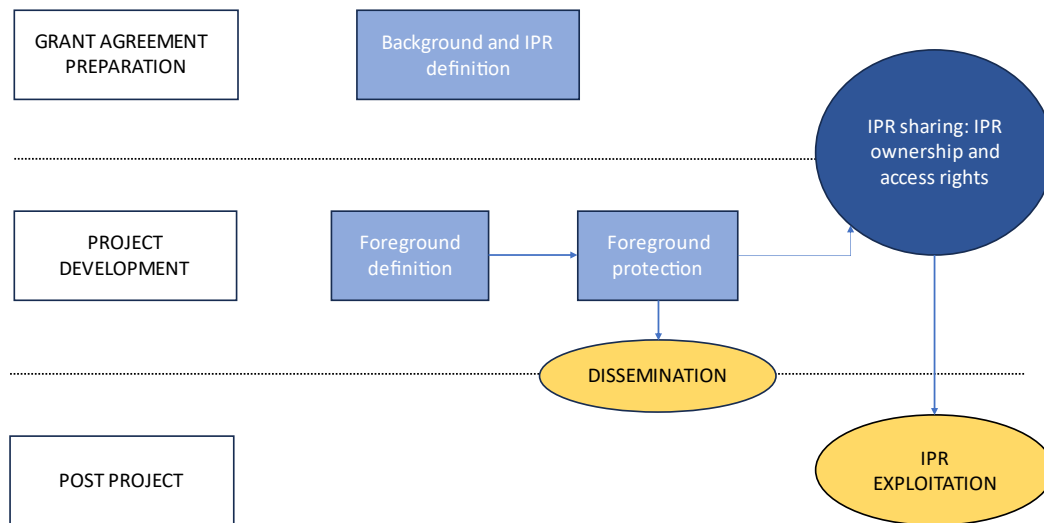


Figure 2 IPR MANAGEMENT OVERVIEW

By adhering to these provisions, the AquaWind project aims to strike an equitable balance between knowledge sharing and IP ownership, ensuring the sustained advancement of the project's objectives and outcomes.

The Intellectual Property Rights (IPR) Management within the AquaWind project is a pivotal component, meticulously addressing IPR concerns that hold strategic significance to expedite the effective utilization of the project's solutions. Its primary objective is to establish a conducive milieu that upholds the tenets of IPR, fostering a prudent approach among AquaWind participants, complemented by ongoing vigilance over IP matters throughout the project's duration. The structure, workflows, and tools pertinent to IP management will be meticulously devised, ensuring the safeguarding, and leveraging of knowledge, while simultaneously accommodating multifaceted IPR objectives. These embrace the harmonization of the necessity to shield IPR assets – thereby forestalling untimely disclosure – with the aspiration to expeditiously unveil a surplus of research outcomes into the public domain.

Consequently, the IPR plans principally encompass the following aspects:

- **Innovation Schedule Maintenance:** A systematic record of innovations developed during project evolution will be upheld, affording the opportunity for patent applications or copyright declarations.

- IP Management Database: A dynamic IPR management repository will be constructed and consistently expanded to encompass emerging knowledge (foreground) as project progression unfolds.
- Strategic Patent/IP Search and Filing: A meticulous strategy for patent/IP searches and applications will be devised and executed, optimizing the protection and commercialization of intellectual property.

A dedicated focus will be allocated to the dissemination efforts of AquaWind. Partners will judiciously select appropriate avenues for sharing project outcomes, encompassing scientific publications, online platforms, conferences, open access channels, among others. These choices will align with the stipulations outlined in the Consortium Agreement (CA) and specific confidentiality accords, ensuring confidentiality's preservation throughout and beyond the project's culmination. In this endeavor, the collaborative efforts of Work Package 5 (WP5) and Work Package 7 (WP7) Communication, Dissemination, and Exploitation Activities will harmonize.

In alignment with the consensus, a comprehensive Plan for Communication, Dissemination, and Exploitation of Project Results (CDEP) as defined in WP7. This plan guide beneficiaries in shaping their intellectual property strategies, dissemination methodologies, and exploitation undertakings.

This business-oriented approach underscores a pivotal dimension, steering AquaWind's anticipated research outputs and technological advancements toward the creation of value-driven products and/or services. To transition IP assets into viable business prospects, the AquaWind Consortium will comprehensively survey the landscape within which project solutions will be deployed. This encompasses market assessment (including size, growth, segments, and regions), technological landscape analysis (identifying alternative solutions to the same problem), and thorough consideration of prospective competitors or collaborators.



3.0 The AquaWind IP Management

In accordance with the terms featured in the Consortium Agreement, ENEROCEAN assumes the pivotal role of overseeing the Intellectual Property (IP) Management Plan, being the owner and developer of the W2Power technology, a strategic framework aimed at safeguarding intellectual rights through a robust IPR strategy. In a more granular context, the responsibilities delegated to ENEROCEAN encompass the following:

IP Management Oversight: ENEROCEAN is tasked with the comprehensive administration of IP management, entailing the dissemination of procedural guidelines to project partners. These guidelines serve to facilitate the meticulous recording of IP, while concurrently preserving its potential for patent protection and confidentiality. This entails the active promotion of IPR exploitation wherever deemed feasible. ENEROCEAN further undertakes the responsibility of vigilantly tracking potential patent prospects and ensures unfettered access to both Results and Background materials when requisite.

IP Management Repository: An essential facet of ENEROCEAN's role involves the meticulous upkeep of a comprehensive registry that documents any instances of IP categorized as Results or Background. This repository serves as a consolidated reference point for tracing and monitoring the evolution of identified intellectual property.

Primary IPR Liaison: ENEROCEAN serves as the primary focal point for addressing queries pertaining to IPR and ownership matters. This involves offering informed guidance concerning the interpretation and implementation of rules and regulations enshrined within both the Grant Agreement (GA) and the Consortium Agreement (CA). The role extends to providing insights that aid in navigating the intricacies of IPR frameworks.

By shouldering these responsibilities, ENEROCEAN contributes indispensably to the fulfillment of the AquaWind project's IPR objectives, thereby ensuring the prudent management, protection, and exploitation of intellectual property assets.



4.0 IPR Management Strategy

To ensure the security and integrity of intellectual property (IP) within the AquaWind project, several key practical procedures will be implemented. These procedures are designed to govern the handling and dissemination of project-related information, in adherence to established guidelines and principles:

Project Management Team: AquaWind's project management consists of the following structures:

- Project Coordinator (PC): Dr Javier Roo (GOBCAN)
- Financial Manager (FM): Dr Michelle Perello (CE)
- Gender Auditor (GeA): Dr Michelle Perello (CE)
- Dissemination Manager (DM) Tamara Ventura (CE)
- Innovation and IPR manager (IM): Dr Pedro Mayorga (EO)
- WP Leaders (PLOCAN, EnerOcean, ULPGC, GOBCAN, CE).

Invention Disclosure Forms (IDF): A standardized IDF is adopted for the project, and it will be distributed to all participating entities. The Project Management Team (PMT), will provide clear instructions on how to complete the IDF during the project lifespan. Also, the PMT will be available to address any queries related to the IDF, ensuring that accurate and comprehensive information is recorded.

Non-Disclosure Agreement (NDA): As part of the proposal development process, all participants were required to sign a 'Confidentiality Agreement' and/or a "Letter of Intent" Form. The Confidentiality Agreement (CA) established the confidential framework governing interactions among AquaWind partners throughout the project's execution, safeguarding sensitive information.

Publication Approval Process: Any drafts of scientific publications, conference papers, posters, articles, or other forms of public dissemination of project information will be subject to a pre-submission review. Participants are expected to communicate such intentions to the Project Management Team (PMT) before submitting the material to a publishing body or other public platform. The PMT will assess the appropriateness of the proposed publication and recommend necessary amendments to the information to ensure alignment with IP protection and project goals.

Open Access Principles: The AquaWind Consortium embraces the principles outlined in the EC sustainable development targets, as well as the EC Guidelines on Open Access to Scientific Publications and Research Data in Horizon Europe. This includes the recognition that broader access to scientific publications and data leads to improved



research quality, greater collaboration efficiency, accelerated innovation, and enhanced transparency of the scientific process. Open access to peer-reviewed scientific publications aligns with the project's vision and goals.

IPR Management Strategy Phases: The strategy devised by the Intellectual Property Rights (IPR) Management Team has been tailored to align with the different phases of the project. This approach, described in the following sections, recognizes the evolving nature of IP considerations throughout the project's lifecycle, enabling strategic adjustments and effective management in line with project progress.

By implementing these comprehensive measures, the AquaWind project establishes a robust framework for IP security, while also promoting transparency, collaboration, and the responsible dissemination of knowledge.

4.1 Proposal phase

In this phase of the process, the AquaWind Consortium has deliberated upon the critical aspects of IPR and innovation management while developing the project proposal in response to the EMFAF Call for funding. The primary objective has been to attain a shared understanding among consortium members regarding vital elements, such as background, foreground developments, ownership delineations, knowledge transfer mechanisms, as well as dissemination and access rights Access rights.

The outcomes of these discussions have been explicitly articulated in the AquaWind grant proposal. To facilitate effective governance, upon the project approval by the EC, the consortium has formulated a Consortium Agreement (CA), structured upon the Horizon DESCA (Development of a Simplified Consortium Agreement) model. This CA serves as a pivotal document, offering clarification on key aspects:

Access Rights to Background and Foreground IP: The CA delineates the parameters within which consortium IPR owners grant access rights to other project participants or external third parties. This ensures a well-defined framework for leveraging and utilizing existing background and the innovative developments (foreground) generated during the project's course.

Access Rights to IPR Post-Project Completion: The CA not only addresses access rights during the project's duration but also extends its purview to the post-completion phase. This ensures that the benefits of the project's intellectual assets are used in a controlled and mutually agreed-upon manner beyond the project's conclusion.



Dissemination Control: The Consortium Agreement establishes a comprehensive procedure to govern partner rights concerning the dissemination process within the AquaWind project. This framework aligns harmoniously with the activities outlined in Work Package 7 (WP7), ensuring that dissemination activities are coordinated and adhere to established guidelines.

The strategic inclusion of this section in the AquaWind grant proposal, underscores the consortium's dedication to structured IPR management, knowledge protection, and the facilitation of a collaborative environment conducive to achieving the project's objectives. This proactive approach, guided by the Consortium Agreement and its strategic principles, ensures that IPR are respected, while also fostering efficient knowledge transfer and dissemination, ultimately contributing to the success of the AquaWind project.

4.2 Development phase

During this stage of project development, the Consortium will undertake the establishment and implementation of comprehensive IP handling systems and procedures. Several key IP-related matters are pivotal in this phase, as depicted in Figure 3:

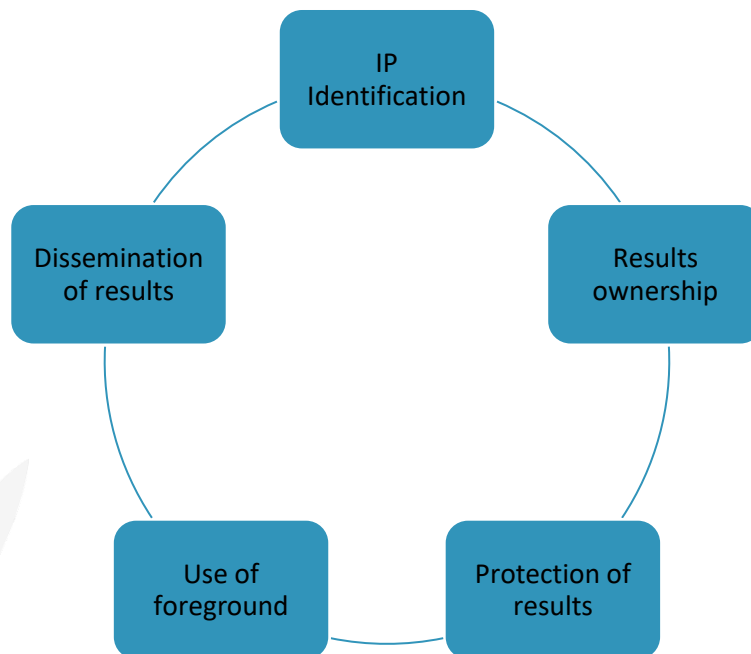


Figure 3 IPR MANAGEMENT – DEVELOPMENT PHASE

Results Ownership: The partners within the AquaWind component are actively encouraged to refine the provisions within the Consortium Agreement (CA) to address any aspects that might lack comprehensive coverage, particularly those related to joint ownership scenarios. This effort aims to establish equitable ownership arrangements for the project's results.

Protection of Results: Each partner has the responsibility to discern and select the most suitable and effective IP protection mechanisms for the individual pieces of foreground. This decision-making process must consider the legitimate interests of other partners and align with the intended future usage, particularly when direct commercial exploitation or further research is contemplated. Partners are advised to communicate their individual protection strategies to other project members, especially when dealing with potentially shared IP.

Use of Foreground: The use of foreground encompasses both direct and indirect utilization. Direct use pertains to instances where partners engage in industrial or commercial exploitation of the results, encompassing the production and marketing of new products and services. Indirect use involves transferring the foreground to other project partners or third parties, who subsequently exploit the results, possibly through licensing agreements. Additionally, the foreground may be employed in subsequent research initiatives aimed at enhancing the developed outputs further.

Dissemination of Results: Partners shall diligently select appropriate means for disseminating project results, such as scientific publications, web-based platforms, conferences, and open-access channels. This selection process adheres to the conditions stipulated in the Consortium Agreement (CA) and any other specific confidentiality agreements that might be in place. The aim is to ensure the preservation of confidentiality during and even after the project's completion, as deemed appropriate.

4.3 Post project phase

At the conclusion of the AquaWind project, documents D5.1, D5.2 and D5.3 will include AquaWind's final outputs and D7.1 the Dissemination and Communication Plan. These documents will include the following essential elements:

Targeted Audience and Plan Overview: The CDP will define the intended AquaWind project's target audience, as well as the members of the project's Advisory and Stakeholders Board. This section will outline the selected measures for communication, dissemination, and exploitation activities.



Business Plan and Commercialization Potential: The consortium's overarching business plan, as well as individual partner plans, will be defined in D5.2, emphasizing the innovation and commercialization potential embedded within the project outcomes.

Mechanisms for Data Management and Publications: This section will elaborate on the established mechanisms for managing project-related data and ensuring the responsible dissemination of research findings through publications.

Knowledge Protection and IPR Procedures: The CDP will present the main procedures for knowledge protection and safeguarding of Intellectual Property Rights (IPRs), both during the project's lifespan and beyond.

Concurrently, the Consortium partners will undertake several critical tasks:

Update Final Findings on IPR Issues: This involves revisiting and summarizing the final findings concerning IPR matters that have emerged over the course of the project. This ensures that the Consortium has a comprehensive record of its IPR considerations and outcomes.

Final Update of IPR Repository: A thorough update of the Intellectual Property Rights (IPR) Repository will be provided, documenting in detail the intellectual property rights that have been applied for and registered by the Consortium.

The primary steps for IPR Management during this stage of the project are visually depicted in Figure 3, and the following sub-sections offer a detailed description of each step:

IPR Assessment: This step involves the development of a comprehensive business plan within Work Package 5 (WP5), which integrates into the project's Dissemination and Communication Plan (CDP) produced in Work Package 7 (WP7). The plans address the exploitation of AquaWind results, spanning from technological innovations to product and service innovations that promote the sustainability of the floating offshore wind (FOW) and aquaculture.

Risk Management: With the aim of minimizing risks and facilitating the commercialization of AquaWind IPR, preventive identification, assessment, and management of IPR-related risks will be undertaken. The likelihood and importance of various risk events (e.g., ownership disputes, third-party IPR infringement) will be analyzed through risk assessment. Appropriate risk management actions, such as insurance or contract revisions, will be taken based on the assessment.



IPR Commercialization and Exploitation: Various practices for IP commercialization will be considered at the project's end. These include internal product development, license agreements, transfer of IPR ownership, establishment of spin-off companies, and joint ventures. Each option will be evaluated based on the partner's capabilities and the project's goals.

IPR Enforcement: In the event of IPR infringement, partners will be prepared to defend their IPR using appropriate legal means, such as letters of demand, custom notices, alternative dispute resolution mechanisms, or court actions. It's important to note that IPR enforcement can be time-consuming and expensive, and lightweight methods can help identify and protect claimed IPR but don't eliminate enforcement costs.

By adhering to these comprehensive steps, the AquaWind Consortium ensures effective IPR management, protection, and exploitation, safeguarding the project's outcomes and promoting the responsible use of intellectual property rights.



5.0 Monitoring IPR Protection

This section includes the main features of the tools and processes that will be used for implementing IPR monitoring and surveillance.

5.1 IPR Repository

Creating a concrete IP mapping and a comprehensive exploitation plan for AquaWind necessitates a systematic approach to identify and analyze the project's IPR assets. This process entails a series of steps as outlined below:

Identification of AquaWind IPR Assets: All anticipated IPR values within the project must be systematically identified, listed, and analyzed. This involves creating a project IPR portfolio that encompasses the full spectrum of expected IPR assets.

Key Elements Identification: For each project result, crucial elements will be identified. This includes partners contributing to the development, required background, ownership rights, and potential licensing schemes. These elements enable a comprehensive understanding of each result's composition and attributes.

Evaluation of Exploitable Results: By identifying exploitable results, partners will have essential information for making informed decisions about the sustainability and commercial viability of these outcomes post-project.

IPR Rights Search and "Freedom to Operate" Assessment: The Consortium will conduct in-depth searches for existing third-party IPR rights, including patents and trademarks, as well as assessing "Freedom to Operate" or infringement clearance. This ensures that AquaWind results do not infringe upon pre-existing rights and establishes a strong foundation for IPR protection decisions.

Patent Searches and Market Surveillance: The Consortium plans to perform thorough patent searches and market surveillance tailored to the project's needs. These searches serve multiple purposes:

Partners' Rights Protection: Identifying any potential infringement of project partners' rights.

Preventing Post-Project Problems: The findings of the "infringement clearance search" are vital for preventing or mitigating potential issues that may arise after the project's completion. This includes identifying potentially relevant patents and published patent applications that could intersect with the project's outcomes.



The systematic execution of these steps ensures that the AquaWind Consortium has a clear understanding of its IPR assets, is well-informed about potential infringement risks, and is equipped to make strategic decisions for IPR protection and exploitation. This meticulous approach strengthens the Consortium's ability to navigate the complex landscape of intellectual property rights and maximize the value of its innovations.

5.2 Market surveillance

From the beginning of the project, the AquaWind Consortium has made a collective commitment to engage in continuous market surveillance and competitor monitoring, focusing on products and entities that hold potential significance. Throughout the project's lifecycle, the Consortium acknowledges the importance of staying attuned to market dynamics, legal obstacles, and Intellectual Property Rights (IPR) protection measures. To facilitate this endeavor, the Consortium will employ the concept of Competitive Intelligence, a systematic approach to gathering and analyzing information about competitors in an ethical and lawful manner, contributing to informed business decision-making.

Competitive Intelligence encompasses two primary categories of activities:

Tactical Competitive Intelligence: This approach centers on short-term objectives and aims to provide insights relevant to capturing a larger market share or augmenting revenues. It involves acquiring real-time information that informs immediate business tactics and maneuvers.

Strategic Competitive Intelligence: Focusing on long-term perspectives, strategic competitive intelligence delves into broader considerations such as identifying key risks and opportunities that the enterprise may encounter. This approach assists in shaping the organization's overarching strategies and directions.

Importantly, competitive intelligence transcends surface-level internet searches. A comprehensive competitive intelligence study involves sourcing information and analysis from a diverse range of sources:

News Media: Tracking relevant news articles and publications to stay informed about industry trends, competitors' activities, and market developments.

Customer and Competitor Interviews: Engaging with customers and competitors through interviews to gain insights into their preferences, strengths, and weaknesses.

Industry Experts: Leveraging insights from experts within the field to gather nuanced perspectives on market dynamics and emerging trends.



Trade Shows and Conferences: Attending industry events to gather firsthand information about product developments, technological innovations, and competitor activities.

Government Records and Public Filings: Exploring government records and public filings to uncover valuable data about competitors' legal and financial positions.

To achieve accurate results, it is crucial to identify the pertinent topics of interest and formulate precise assumptions, including selecting relevant keywords and determining their interrelationships. The correct formulation of these assumptions ensures that the collected data aligns with the objectives of the competitive intelligence initiative.

By engaging in continuous market surveillance and employing a rigorous approach to Competitive Intelligence, the AquaWind Consortium is well-equipped to make informed decisions throughout the project's lifecycle. This approach empowers the Consortium to navigate challenges, seize opportunities, and optimize the utilization and protection of Intellectual Property Rights.



6.0 Conclusion

The management of Intellectual Property Rights (IPR) within the AquaWind project adheres to the regulations stipulated in Regulation (EU) No 1290/2013 of the European Parliament and the Council of 11 December 2013, governing participation, and dissemination within EMFAF. Recognizing the paramount significance of effective IPR and innovation management in the knowledge-based economy, AquaWind project management has strategically formulated guidelines for a knowledge and IPR management plan. This plan is oriented towards achieving the following objectives:

Effective Knowledge Sharing:

Facilitate robust knowledge exchange among partners to drive advancements aligned with the project's research objectives.

Rapid Dissemination for Public Benefit:

Promote the swift dissemination of information and discoveries for the betterment of the public.

Strategic Use of Patents and Licensing:

Advocate for patenting and licensing approaches where they serve the public interest by either regulating the activities of those commercializing inventions or incentivizing commercial partners to invest in transitioning early-stage technology to the market.

To actualize these objectives and in line with the IPR management plan, each participating party commits to undertaking reasonable and good faith efforts:

Informing Stakeholders:

Regularly communicate to employees, faculty, and staff engaged in the project the importance of research serving the public good and the necessity for prompt disclosure of developments and potential inventions.

Background IPR Disclosure:

Identify pertinent documents and share information regarding existing Background Intellectual Property or previous contractual agreements that could impact rights associated with Project Intellectual Property or Background Intellectual Property.

Expedited Disclosure and Dissemination:



Accelerate the disclosure and assessment of Project Intellectual Property, Background Intellectual Property, Project Research Data, and relevant Background Research Data. Enable efficient dissemination of Project Intellectual Property for public benefit.

Timely Patent Filing:

Encourage researchers to disclose project-related content to publications, presentations, website postings, and article submissions before public disclosure. This ensures timely filing of patent, trademark, or copyright applications for Project Intellectual Property.

Promotion of Licensing Opportunities:

Actively promote and make known the availability of Project Intellectual Property for potential licensing opportunities.

In conclusion, AquaWind has successfully devised a comprehensive IPR management strategy that aligns with best practices to achieve the overarching project objectives. The dissemination policies and IPR foreground schemes have been outlined to reflect the project's commitment to making its outcomes accessible and open, within the bounds defined by the Consortium Agreement. The processes and mechanisms articulated in this document encapsulate AquaWind's dedication to fostering innovation and maximizing the societal benefits of its endeavors.



ANNEX 1- Non Disclosure Agreement template

NON-DISCLOSURE AGREEMENT

BETWEEN

(Party A)

And

CONSORTIUM FOR THE DESIGN, CONSTRUCTION, EQUIPMENT AND EXPLOITATION OF
THE OCEANIC PLATFORM OF THE CANARY ISLANDS

Address, [Month] [day], 20(...)

Mr./Ms.[...], with ID number [...], acting on behalf of [name of the Company and/or institution, hereinafter referred to as], with registered office at [include address], with tax identification number [...], duly registered in the Companies Registry of [...] under number [...] and acting in his/her capacity as [...].

AND

Mr./Ms.[...], with ID number [...], acting on behalf of [name of the Company and/or institution, hereinafter referred to as], with registered office at [include address], with tax identification number [...], duly registered in the Companies Registry of [...] under number [...] and acting in his/her capacity as [...].



Both Parties mutually acknowledge their legal capacity to enter into and be bound by this non-disclosure agreement.

WHEREAS

I. COMPANY DESCRIPTION

COMPANY DESCRIPTION

II. That *XXX is XXX... (purpose of the Party A)*

III. That both parties are willing to exchange certain information concerning **XXXX** with the object of **XXXX...**

IV. That both Parties wish to protect the aforementioned information from unauthorized use and disclosure, and for this purpose, are interested in signing this Confidentiality Agreement (hereinafter, the Agreement) according to the following.

CLAUSES

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions that shall govern the disclosure of Confidential Information between the Parties to evaluate a possible collaboration, according to what is set out in “whereas III”.

DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” means any information which is disclosed, either orally, in writing or visually, by a Party to this Agreement (hereinafter, “Disclosing Party”) to the other party (the “Recipient”) for the purpose of evaluating a possible collaboration between the Parties, including but not limited to scientific information, technical



information, financial, legal and commercial information, business models and strategies, know-how, potential clients and partners, projects and transactions of any type or proposals under consideration, reports, plans, forecasts and market data, along with reports and working papers, compilations, comparisons, studies and in general, all the information which the Parties disclose either before or after the signature of this Agreement.

2.1 In particular, Confidential Information shall include, but not be limited to, any information related to technical collaboration in the framework of activities subject to European Union funding.

2.2 The Parties agree to identify and stamp the documents to be considered Confidential Information. The Parties shall make a record of the meetings in which Confidential Information has been orally exchanged.

Furthermore, Confidential Information shall mean the Information which is acquired by the Receiving Company as a result of visiting a plant, laboratory, offices or facilities belonging to the Disclosing Company or their client (including but not limited to the shape, components and designs of various features of the apparatus that can be seen in said plant, laboratory, offices or facilities, as well as the plant as a whole and its methods of operation and various applications).

1. OBLIGATIONS OF THE PARTIES

3.1 The Parties shall exchange Confidential Information to explore possible ways of collaboration and are committed to take necessary and appropriate steps to preserve the confidentiality of the information so defined, and in particular:

- a. Keep the Confidential information in secret and confidential.
- b. Neither disclose nor communicate the Confidential Information provided by the Disclosing Party.
- c. Prevent the copy or disclosure of such information to third parties unless there is a written authorization of the Disclosing Party and only in accordance with the approved terms of such authorization.
- d. Restrict access to Confidential Information to their respective employees, partners, subcontractors and any person who, due to their relationship with the Parties, could or should have access to such information, warning them of the duty of confidentiality.
- e. Use Confidential Information or parts thereof exclusively for the purposes of implementing this Agreement, refraining from any other use.



- 3.2 The Parties will be liable to each other for the compliance of the above obligations, either by its employees, partners, subcontractors or any person to whom Confidential Information was disclosed.
- 3.3 The Parties agree to comply with applicable data protection legislation on each case.

2. LIMITATIONS ON THE PROCESSING OF CONFIDENTIAL INFORMATION

- 4.1 Without prejudice to the obligations described in the previous clause, the Parties may use or disclose Confidential Information that:
 - a. is in the public domain or come into the public domain through means different to an infringement of the present Agreement by any of the Parties, or
 - b. has been independently developed by or for the Recipient Party, without any connection to the Confidential Information, and as long as such development can be documented by the Disclosing Party, or
 - c. was already known by the Recipient Party prior to the disclosure by the Disclosing Party, as long as the Recipient has documental evidence of such knowledge, or
 - d. the information comes from a third party not obliged by a confidentiality duty, or
 - e. should be disclosed pursuant to law or court or administrative order. In such a case, the Recipient Party shall immediately notify to the Disclosing Party such requirement so the Disclosing Party may exercise any interim measures that may be available by law and shall not disclose any further Confidential Information to that strictly requested by court or administrative order.

3. PROPERTY OF CONFIDENTIAL INFORMATION AND LACK OF WARRANTY

- 5.1 The Disclosing Party has exclusive ownership over the Confidential Information. The exchange of information does not involve a transfer or license of rights to the Confidential Information.
- 5.2 The Disclosing Party makes no warranties in respect to the condition, accuracy, fitness for any purpose, correction, completeness or performance of the Confidential Information.

4. TERM

- 6.1 The present Agreement shall enter into force upon its signature. It shall terminate in the cases provided in Clause 11 below; however, the obligations of confidentiality and non-use of Confidential Information by the Parties shall not be



extinguished and will remain in force for a period of two years since the last disclosure of Confidential Information.

- 6.2 The period established in the previous paragraph may only be changed by subsequent agreement with express, explicit and written reference to this Clause.
- 6.3 The Parties undertake to ensure that agreements with persons and entities to which THIRD clause paragraph d) above refers, are obligations with the same term, and in particular that such obligations will not be affected by the termination of employment, statutory or any other legal relationship.
- 6.4 The Receiving Company agrees upon request by the Disclosing Company to return within one month all of the Confidential Information received, including all copies that may have been made of it, in whatever format, and all the documents drawn up using said Confidential Information.

Furthermore, at the request of the Receiving Company within the same aforementioned period, the Disclosing Company must eliminate or delete all Confidential Information that may have been stored in a format that cannot be returned.

5. PROHIBITION OF ASSIGNMENT

- 7.1 Neither of the Parties shall assign its rights and obligations under this Agreement without the prior written consent by the other Party.

8. BREACH

8.1. Both Parties acknowledge that any unauthorized disclosure and use of confidential information may cause damages to the Disclosing Party that may be difficult to quantify. Therefore, the Parties agree that the Disclosing Party shall have the right to claim before the competent courts and to obtain from the other Party compensation for the damages that such disclosure and unauthorized use have generated for it



9. AMENDMENT TO THE AGREEMENT

9.1 Any amendment to the Agreement shall be previously agreed by the Parties in writing and including an explicit reference to this Agreement in the new document.

10. PARTIAL INVALIDITY

10.1. In the event that any provision of this Agreement is held to be unlawful, invalid or unenforceable in whole or in part the remaining provisions shall be considered valid. Before declaring any provision unlawful, invalid or unenforceable it shall be construed, limited or amended where necessary.

The parties shall be obliged to replace the aforementioned clause with another that pursues the same interest intended by the parties by means of the clause declared null and void.

11. TERMINATION

11.1 In addition to the cases specifically regulated by the applicable legislation in force, the Agreement shall be terminated in the following cases:

- a. By the expiration of the contractual term agreed.
- b. At any time, by mutual agreement in writing.
- c. By the breach by a Party of any of the obligations under the Agreement, as long as such breach is not remedied within a maximum period of thirty (30) days after written request for the remedy, unless such breach is irreparable or makes impossible the fulfilment of this Agreement to the complaining Party, in which case the termination may be immediate, and in any case without prejudice to any claim for damages that may correspond to either Party.

11.2 Whatever the cause of termination of the Agreement, the provision of clause SIX above shall apply.

12. APPLICABLE LAW AND JURISDICTION

This Agreement is a private agreement in its nature and shall be governed by the laws of Spain.



The Parties agree that any dispute, controversy, or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be in Las Palmas de Gran Canaria, Spain. The language to be used in the mediation shall be Spanish.

If the dispute, difference, or claim has not been resolved in the mediation, or to the extent that it has not been resolved within 60 calendar days from the beginning of the mediation, it will be submitted to a judicial procedure before the Courts of Gran Canarias that are competent.

13. ENTIRE AGREEMENT

13.1 The Agreement, including all its annexes, shall be considered as the whole Agreement between the Parties and supersedes all other agreements or communications, written or oral, concluded between the Parties prior to the execution of the Agreement in relation to the purpose contemplated herein. The Agreement shall only be amended by virtue of written document signed by the Parties authorized representatives. The non-exercise of a right or power, whether before the courts or in any other means, does not imply waiver of such rights or powers hereinafter.

14. NOTICES

14.1 Any notices, requests, agreements, consents, acceptances, approvals or communications that are necessary in accordance with this Agreement, or which are associated therewith, shall be in writing.

14.2 Communications between the Parties relating to the exchange of Confidential Information and other aspects of ordinary execution of the Agreement will be made to the following persons:

"INSERT INITIAL"	COMPANY
Name and surname:	Name and surname:



Address:	Address:
Email:	Email:

14.3. Notifications between the Parties for matters of a legal nature, in particular those relating to non-compliance with the Agreement, shall be made to the following persons:

“INSERT INITIAL”	COMPANY
Name and surname:	Name and surname:
Address:	Address:
Email:	Email:

14.4. The change of the data provided by each of the Parties in the preceding paragraphs shall be notified to the other Party by certified means.

14.5. Other notifications may be made by fax or electronic mail as long as its source and destination can be demonstrated; written communication with notarial involvement; or any other written form that could reasonably provide evidence that the communication was made and the recipient should have received it.

15. INTERPRETATION

15.1. Both parties declare that the terms and conditions of this Agreement have been negotiated by the parties on an equal footing and both have freely and expressly expressed their consent, therefore, it is not appropriate to interpret the provisions of this Agreement against the drafter.

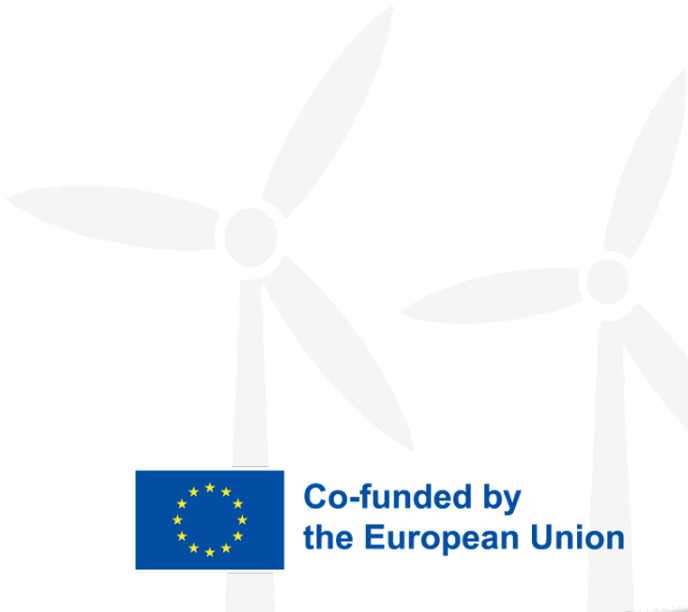
16. NATURE OF THE AGREEMENT



16.1. None of the clauses in this Agreement may be interpreted as a way of beginning any kind of contractual relationship other than the one arising from this Agreement. In addition, the Parties agree that no document or other communication, whether it contains Confidential Information or not, which has been given to the Receiving Company or its Staff during or as a result of negotiations or conversations related to the Project, constitutes a contractual offer or an offer to create a company or take part in a common company by or on behalf of the other Party. Any business relationship between the Parties must be subject to an independent contract.

In witness whereof, the Parties have executed two copies of the Agreement, in the place and on the date first above mentioned.

For and on behalf of _____.	For and on behalf of COMPANY
Mr. /Mss _____	Mr. /Mss



ANNEX 2 Confidentiality Agreement Template

This agreement is made between _____ ("Employee") and [Company Name] on _____ 20__.

Employee will perform services for [Company Name] that may require [Company Name] to disclose confidential and proprietary information ("Confidential Information") to Employee. (Confidential Information is information and data of any kind concerning any matters affecting or relating to [Company Name], the business or operations of [Company Name], and/or the products, drawings, plans, processes, or other data of [Company Name] not generally known or available outside of the company.)

Accordingly, to protect the Confidential Information that will be disclosed during employment, the Employee agrees as follows:

1. Employee will hold the Confidential Information received from [Company Name] in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
2. Employee will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by [Company Name] management.
3. Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for [Company Name].
4. Employee will, upon request or upon termination of his/her relationship with [Company Name], deliver to [Company Name] any drawings, notes, documents, equipment, and materials received from [Company Name] or originating from employment with [Company Name].
5. [Company Name] will have the sole right to determine the treatment of all inventions, writings, ideas and discoveries received from Employee during the period of employment with [Company Name], including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name, or to follow any other procedure as [Company Name] may deem appropriate.
6. [Company Name] reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.



7. This agreement will be interpreted under and governed by the laws of the state of _____.
8. All provisions of this agreement will be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this agreement invalid, illegal or unenforceable. If any provision of this agreement or any application thereof will be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of other provisions of this agreement or of any other application of such provision will in no way be affected thereby.

Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

(1) Immunity—An individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret, except pursuant to court order.

Employee represents and warrants that he or she is not under any pre-existing obligations inconsistent with the provisions of this agreement.

Signing below signifies that the Employee agrees to the terms and conditions of the agreement stated above.



Employee

[Company Name] Representative Name/Title

Employee Signature

[Company Name] Representative Signature

Date

Date

****This is only a model confidentiality agreement and may not be compliant with your local law. Please consult an attorney before you enter into a contract or agreement with any employee.**



ANNEX 3 Invention Disclosure Agreement template

		Procedure No	
		Revision	
		Form No.	
Group:	Technology Transfer	Date	
Procedure Title:	Invention Disclosure Form (IDF)		

Please note, to be patentable an invention must be:

- *Novel*: An invention has to be new i.e. not previously described or part of prior art
- *Non obvious*: If the invention can be deemed to be obvious to a person skilled in the art to which the patent relates then it is not patentable
- *Useful*: The invention must have industrial application

Title of invention

2. Inventors: Please list all inventors

A co-inventor is an individual who has made an intellectual or creative contribution to the invention. Co-authors are not necessarily inventors

Inventor	Position	Department	Phone/Fax/ email	Home address	Nationality



Contribution to the Invention

Note: Each contributor/potential inventor should write a paragraph relating to his/her contribution and include a signature and date at the end of the paragraph. The summary should include whether the individual was for example involved in deciding on a general programme of work or designing particular experiments as well as whether he/she was involved in carrying out experimental work and the extent to which he/she was carrying out other peoples' instructions.
Note: Co authors of publications are not necessarily inventors.

Lead Inventor Contribution

Inventor 2 Contribution

Inventor 3 Contribution

Contribution



Inventor 4 Contribution

3. Date of invention and public disclosure

Please include the following information

Date of invention and how this was documented (include Laboratory book details and reference no. where available)

*Have any disclosures been made? If so, when, where and how (this can include oral communication, journal, abstract, poster, newsletter publication (online or print), thesis). **Accurate data is essential as prior disclosure may affect the possibility of obtaining patent rights***

If planning any publication or disclosure, please provide details.

4. Description of Invention

a. *General purpose of the invention and the problem it solves (short paragraph)*

The purpose of the invention is :



- b. *How it works and commercial applications (short paragraph)*
- c. *Advantages and improvements of this invention over existing methods/ materials/ devices/current state of the art (short paragraph)*
- d. *Developmental stage of invention: e.g. idea, proven concept, prototype available (short paragraph)*

5. Prior Art

Please include a short summary report of your prior art (patents and publications) search as an appendix to this IDF. The report should list the closest related patents and publications. In the case of each item, please summarise that technology in a few lines and indicate why your invention is considered novel in comparison to that patent/paper.

Patent search tools you may wish to use include the following:

6 Sponsorship of research

a. *Was the invention developed with funding from any research grant/ contract?*

- Yes No

*If yes, please complete the following details. **Please note accurate details are needed to fulfil UCC's obligations under research contract.***

Contract Number	Project Title	Project Term	Sponsor	Principal Investigator

b. *Are there any agreements in place relating to this invention (e.g. Material Transfer Agreements (MTA), collaboration, IP Agreements)? If so, please outline.*

7. Please attach list of any companies that you think may be active in this area/ interested in the invention. Indicate also whether you have any contacts in these companies.



e. Signatures and Witnesses

Inventors' Signatures

I/We acknowledge that I/We have read and understood this form and UCC's Intellectual Property and Technology Transfer Policy and have replied to the questions to the full extent of any knowledge available to me/us.

Error! Reference source not found.

Error! Reference source not found.

Lead Inventor's signature:

Inventor 2's signature:

Date

Date

Error! Reference source not found.

Error! Reference source not found.

Inventor 3's signature:

Inventor 4's signature:

Date

Date

Witnesses' Signatures



Please have the IDF signed and dated by two independent witnesses. Neither witness needs to have any technical understanding of the invention. This sign-off is to verify the date of the completion of the IDF.

I acknowledge that this IDF was presented to me for witnessing on the date indicated below.

Error! Reference source not found.

Error! Reference source not found.

Witness signature:

Witness signature:

Date

Date



Co-funded by
the European Union





Innovative multi-use prototype combining offshore renewable energy and aquaculture in the Atlantic Basin

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