



micaado

migrant integration cockpits & dashboards

D7.4

IPR and Ethics Guidelines



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Project

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Coordinator: Hafencity University Hamburg

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Website: www.micadoproject.eu

Consortium:

- **HAFENCITY UNIVERSITÄT HAMBURG** (HCU), Germany
- **FREIE UND HANSESTADT HAMBURG** (FHH), Germany
- **HAMBURGISCHES WELTWIRTSCHAFTSINSTITUT GEMEINNÜTZIGE GMBH** (HWWI), Germany
- **UNIVERSITEIT ANTWERPEN** (UANTWERPEN), Belgium
- **OPENBAAR CENTRUM VOOR MAATSCHAPPELIJK WELZIJN VAN ANTWERPEN** (OCMW Antwerpen), Belgium
- **INTEGRATIE EN INBURGERING ANTWERPEN** (Atlas Antwerpen), Belgium
- **DIGIPOLIS** (DIGIPOLIS), Belgium
- **ALMA MATER STUDIORUM - UNIVERSITA DI BOLOGNA** (UNIBO), Italy
- **AZIENDA PUBBLICA DI SERVIZI ALLA PERSONA CITTA DI BOLOGNA** (ASP Bologna), Italy
- **CONSORZIO PER IL SISTEMA INFORMATIVO** (CSI PIEMONTE), Italy
- **COLEGIO PROFESIONAL DE POLITÓLOGOS Y SOCIÓLOGOS DE LA COMUNIDAD DE MADRID** (CPS), Spain
- **CONSEJERIA DE POLITICAS SOCIALES Y FAMILIA COMUNIDAD DE MADRID** (CPSF-DGSSIS-CM), Spain
- **UNIVERSIDAD REY JUAN CARLOS** (URJC), Spain
- **TECHNISCHE UNIVERSITÄT WIEN** (TU WIEN), Austria
- **SYNYO GmbH** (SYNYO), Austria

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Executive summary

This deliverable is the first report related to IPR and Exploitation of the MICADO project outcomes. It is the first result of task 7.4 IPR and Ethics and it sets out guidelines and structures for enforcing them during the MICADO project implementation.

In the first chapter, a short overview of the MICADO project is presented, as well as the task and associated deliverable description.

The second part, concerning IPR, is structured in 3 main sections – IPR before, during and post project implementation. The chapter provides an overview on IPR strategy, guidelines, responsible structures, enforcement and detailed aspects of IPR. In the last part, the next steps and updates in various future reports are detailed.

The third section – Ethics – includes ethical aspects to be considered during the project implementation, references to WP 9 Ethics requirements, Data Collection and Management issues to be considered as well as requirements and legislation the different partners will follow in this regard.

Annexes attached to this report include extracts from the Consortium agreement regarding IPR, confidentiality and background of partners.

This report is being followed up in scope by various upcoming deliverables, such as D7.1 Exploitation and Dissemination plan and D7.6 Data Management Plan, it will be updated in the periodic and final reports of the MICADO project and is complemented by all deliverables in Work Package 9, focusing on Ethics requirements.

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1 Introduction

1.1. The MICADO Vision

In the near future, Migrants will easily access attractive services for job finding, health care, housing, or education. For this, they use on their mobile devices MICADO Cockpits with language interfaces and automated translation. From the earliest moment after their arrival, migrants can directly communicate their personal issues, thus establishing a direct and trustful relationship with authorities and administrations. While offering services and information, the cockpit collects, on a consensual basis, personal data e.g. on migrants' background and skills, in support of advanced integration measures. With this substantially enriched data basis, Public Authorities can effectively proceed key actions of migrant integration (accommodation search, job matching, or mentor assignment). Custom-tailored MICADO Data Dashboards allow them to manage complex migrant data and indicators, and to receive situational overview with diagrams and map visualisations. Task-oriented Cockpits enable administrative officers to communicate issues quickly and to exchange data between relevant institutions smoothly. In order to analyse needs and situations of migrants and communities, algorithms combine personal migrant data with information from urban, regional, and national databases, thus deriving valuable knowledge for the strategic design and management of integration measures. For Local Communities, interconnected MICADO Community Dashboards and Cockpits enable engaged citizens, volunteer helpers, and activist groups to coordinate their efforts with institutional and non-institutional actors, and to receive up-to-date information about the needs and demands of migrants and communities. These cockpit and dashboard tools are held together by an integrative data environment that fuses information from central top-level administrations together with information from a multitude of local, bottom-up actions and solutions. Open, modular, and scalable, the system evolves in a task- and user-driven way, spurred by activities of local communities and authorities, and is adaptable to any context.

1.2. This report

The current report is the result of task 7.4 IPR and Ethics, which is described as follows:

[This task] ensures that the project consortium fulfils relevant ethical, personal rights, and data protection standards, and that it adequately protects / shares IP generated within MICADO partnership. The task leader and Exploitation Manager SYNYO drafts a guideline for IPR and ethics and updates it periodically, in accordance with new products and output from the project. At the same time, SYNYO acts as ethics advisor, who will ensure that the project consortium fulfils all ethical standards, personal rights and data protection requirements according to the new GDPR (Data Protection Impact Assessment) and as laid out in WP9.

The 7.4 deliverable (this report) IPR and Ethics guideline, is outlined in the proposal as:

This document ensures that the project consortium fulfils relevant ethical, personal rights, and data protection standards, and that it adequately protects / shares IP generated within MICADO partnership. The task leader and Exploitation Manager SYNYO drafts a guideline for IPR and ethics and updates it periodically, in accordance with new products and output from the project. At the same time, SYNYO acts as ethic advisor, who will ensure that the project consortium fulfils all ethical standards, personal rights and data protection requirements according to the new GDPR (Data Protection Impact Assessment) and as laid out in WP9.

2 Intellectual property

2.1. What is IP and why is it important?

According to European IPR Helpdesk, IP includes all results of creative efforts from the human intellect, which having an intangible nature. In order to protect their ownership protection, the creator(s) need(s) to ensure IPR (Intellectual Property Rights) on the newly developed product/service. It is important to mention that “IPR is territorial and exclusive rights are only applicable in the country or region in which a patent has been filed or granted, in accordance with the law of the country or region” (IPR Helpdesk, 2018). Furthermore, IPR grants the owner(s) monopoly over their product and nobody else is allowed to use, possess, manufacture, import or commercialize it without being granted permission.

2.2. IPR strategy before the project implementation

As a key activity within WP7, intellectual property will be considered at different levels of the MICADO project to make sure that a suitable strategy and management is implemented.

Proposal stage

At the proposal stage, patent databases were already used to assess the state-of-the-art. Further IP protecting measures may include the securing of valuable IP generated in the project e.g. by registering patents or trademarks. The specific conditions for the protection and exploitation of assets is worked out with all partners in detail in WP7 in the first months of the project. To avoid any potential misappropriation and misuse of such information, non-disclosure agreements (NDA) was signed by the partners before the project implementation. This agreement establishes the conditions under which partners disclose information in confidence. Dissemination and exploitation of the results will be executed in accordance with EU laws and with respect to specific laws in the participating countries. In the event that the project generates technologies suitable for economic exploitation, these departments will manage the patenting process.

Grant agreement

The main aspects referring to IPR in the Grant Agreement document are in “Section 3 Rights and obligations related to Background and Results”, which sets out a range of guidelines for the beneficiaries, varying from obligations to take measures to implement the Commission recommendation on the management of intellectual property in knowledge transfer activities, rights and obligations related to background, access rights to background, ownership, protection and visibility of results as well as dissemination and exploitation of the project outcomes. These issues have been agreed by the consortium partners also in the separate Consortium Agreement.

Consortium agreement

In order to ensure efficient implementation of dissemination and exploitation activities amongst the participants, a Consortium Agreement was drafted and signed by all partners. The Consortium Agreement deals with, in addition to important topics such as governing structure and liability, the exact details on the participants’ background, the rights to, the protection of, and the exploitation of results generated solely and/or jointly during the project. Moreover, the Consortium Agreement sets up specific rules on how to deal with dissemination activities and

how to ensure open access to all peer-reviewed scientific publications. The model used is the DESCA template, which has been a successful base for H2020 and FP7 projects before. The Consortium Agreement was scheduled to be complete before the Grant Agreement with the European Commission will be signed. The following basic rules apply to the Consortium Agreement accordingly:

- Before the start of the project, participants have defined their individual background (see Annex 2) required for their successful participation in the project. The rights to this background remain with the respective owner but royalty-free access to other participants shall be granted if it is required to enable other participants to carry out their research and development activities in the context of the project.
- The rights to results generated during the project belong to those involved in its generation. When more than one consortium member is involved in the creation of results, it will be jointly owned by the respective consortium member.

Participants inform other consortium members if they intend to publish or disseminate any results, whether in a direct way or indirectly. Before any dissemination activity takes place, the participants must examine the possibility of protecting generated results.

2.3. IPR aspects during the project implementation

During the project, exploitation experts of the partnership (SYNYO, FHH, HCU, CSI Piemonte) will secure a sound dealing with IP. While the consortium as a whole complement each other with skills in dealing with intellectual property (companies like CSI Piemonte or DIGIPOLIS have in-house personnel with experience in the field; academic partners like UNIBO, HCU, UANTWERPEN, URJC have skilled advisors), basically all partners have expertise in managing intellectual property.

The exploitation-related partners, lead by SYNYO and advised by the whole partnership, will deal with a range of IP and exploitation issues along the project implementation:

Knowledge management

The consortium will work together on shared instances. The Consortium has set up repositories at the platforms Nextcloud and GitHub (which includes the MICADO Wiki) for the storing and exchanging knowledge generated in MICADO, but also for data protection and compliance with the EU General Data Protection Regulation (GDPR). The EIM will be notified or it will take action by itself whenever new IP is being generated. The rules followed will be the ones defined in the Grant Agreement and/or Consortium Agreement in order to ensure fairness in case of conflict and misunderstandings, but also to make sure the maximum protection of the creator's IP is looked after.

Ownership and transfer of ownership of results

Both the Grant Agreement and the Consortium Agreement state that results belong to the partner(s) who generated them. As MICADO is a collaborative project, several outcomes will be the result of joint efforts and thus joint ownership will arise, whenever the case. The EIM and the exploitation-related partners will manage the process of agreeing on ownership of joint efforts and written agreements will be made available. Ownership decisions will be ratified by the Steering Committee.

Protection of project results

IP protection character will be dependent on the type of results generated by the MICADO consortium. Since there will be multiple types of outcomes (e.g. software, research results, etc) available to be registered, disseminated and exploited, various updates will be done to this report, where all outcomes and individual agreed strategies will be described.

Innovation management

Since MICADO is an Innovation Action, the consortium is putting strong focus on solving users' problems and bringing innovative solutions to them. Thus, innovation management falls as well under the responsibility of the EIM and the exploitation-related partners mentioned earlier. As the above points, specific details will be made available in future updates for individual outcomes.

Open access

The information included in the public deliverables of the MICADO project will be published open access on the MICADO project website. This practice will be applied also to any scientific publications triggered by the project. Furthermore, if any confidential deliverables include information which might be of use to the project target group, the Steering Committee together with the EIM and the exploitation-related partners will assess the option of offering them open access, taking into account the reasons why they were marked as confidential.

Confidentiality

According to the Consortium Agreement, all partners agreed to non-disclosure of information related to the MICADO project to any other party. The Confidentiality clause is detailed in Annex 3 of this report and it will be enforced by the EIM and the exploitation-related partners.

2.4. IPR after the project implementation

The final project report will include the final update to the IPR and Exploitation strategy, as well as updates to dissemination and communication plan. The document will describe the MICADO outcomes, the IP considerations and strategies for exploitation and dissemination after the funding from the European Commission ends. The MICADO partners will also provide their final individual dissemination, exploitation and IPR strategies. The multiple updates of these strategies until the end of the project will ensure a fair assessment of all possibilities for technology transfer, potential commercialization of developed solutions and a great visibility of the MICADO outcomes, as well as sustainability after the project ends.

2.5. Next steps

In Deliverable 7.1 Exploitation and Dissemination Plan, the initial exploitation and IPR strategies of different outcomes of the MICADO project will be detailed. However, the most accurate exploitation and IPR actions conducted along the MICADO project duration as well as after the funding ends, will be detailed in the final technical report. Updates will be available in between also in the periodic reports.

3 Ethics

3.1. Ethics aspects

The EU commission introduces ethics as a fundamental key within its Horizon 2020 Research and Innovation Programme. The European Code of Conduct for Research Integrity aims to guide researchers in their work with the practical, ethical and intellectual challenges of the research process and describes good research practices for research activities. In literature, ethics is often being discussed as one criterion “in greatest need of new concepts and designs for indicators” (EU Commission, 2015).

All activities in the MICADO project will comply with ethical principles and relevant national, EU and international legislation. These include the Charter of Fundamental Rights of the European Union and the European Convention on Human Rights. In relation to questions of empirical research, data collection and privacy, which are important issues for the MICADO project, the OECD Privacy Guidelines on the Protection of Privacy and Transborder Flows of Personal Data are the most widely used privacy framework internationally. The guidelines were first developed in 1980 and were revised in 2013. The OECD privacy guidelines from 2013 refer to 8 guiding principles:

- Individual Participation Principle: An individual should know whether there are data relating to him/her, know what data there is, and be able to correct or delete these data
- Accountability Principle: Data controller should be accountable for effectively implementing these principles
- Collection Limitation Principle: Collection should be limited and consented.
- Data Quality Principle: Personal data should be relevant to the purposes, accurate, complete and kept up-to-date
- Purpose Specification Principle: Purposes should be specified not later than at the time of data collection
- Use Limitation Principle: Personal data should not be disclosed, made available or used for purposes other than specified except: a) with consent or b) by the authority of law
- Security Safeguards Principle: Personal data should be protected
- Openness Principle: A general policy of openness about developments, practices and policies with respect to personal data

The OECD guidelines are closely related to data protection legislations by EU member states. A basic EU-document related to privacy is the EU Directive 95/46/EC Data Protection Directive. It refers to the protection of individuals with regard to the processing of personal data and on the free movement of such data. In accordance with this directive, member states should protect the fundamental rights and freedoms of natural persons and in particular their right to privacy with respect to the processing of personal data.

Written information will be provided to participants before informed consent is obtained for study participation. Information will be presented in a clear, easily understandable form, and provided in the participants' own languages. Consent must be proved before any research activities start, and consent may be withdrawn without any negative consequences and all collected data concerning the restoring person be deleted. Templates of the informed consent/assent forms and information sheets (in language and terms intelligible to the participants) will be submitted as a deliverable before the commencement of the relevant research (D9.2).

Privacy settings will be at high level throughout the whole process and records of processing activities will be maintained accordingly. In addition, MICADO foresees principles of data protection by design (pseudonymising) and data protection by default. Users of the migrant cockpits will have full access to and control of their data and retention time for personal data.

Regarding the processing of data during data visualization activities, the MICADO consortium will align with the systemic standardisation approach to empower smart cities and communities (ESPRESSO), the regulations for spatial data (INSPIRE 2009) and obeys local data policies of the respective partner locations.

The MICADO consortium ensures that all activities comply with ethical principles (including the highest standards of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity — and including, in particular, avoiding fabrication, falsification, plagiarism or other research misconduct). This applies both to the use of secondary data and the collection and use of field data.

The consortium partners possess the necessary competencies to deal with ethical, legal and security issues in an efficient and effective way. For the further processing of previously collected personal data, an explicit confirmation that the beneficiary has lawful basis for the data processing and that the appropriate technical and organisational measures are in place to safeguard the rights of the data subjects will be submitted as a deliverable (D9.4). Copies of opinions/approvals by ethics

Associated committees and/or competent authorities for the research with humans will be submitted as a deliverable prior to the commencement of the relevant research (D9.5).

Given the innovation focus of the MICADO project, it is fundamental to discuss the ethical issues related to the project in greater depth, especially regarding the data collection and processing. The project structure of MICADO has therefore foreseen its own work package (WP9) to ensure compliance with the 'ethics requirements' set out in the project. Ethical guidelines are – especially in context of migrants – important, as they are being continuously involved in research activities as well as in data collection.

3.2. Data collection and management

As MICADO will collect and process personal data retrieved from migrants, data protection is a central issue in the project. The collection and processing of personal data includes interviewing people, co-creation workshops and discussions with users and stakeholders as well as the input of personal data via ICT-based migrant cockpits and dashboards. The procedures and criteria that will be used to identify/recruit research participants will be submitted as a deliverable before the relevant research commences (D.9.6).

In regards to interviews, co-creation workshops and discussions (WP2), guidelines (T2.1) will be designed to ensure compliance with relevant ethical and security regulations during the data collection itself. All data collected during WP2-tasks will be anonymised and only used for research and development purposes regarding MICADO's ICT-solution.

For the collection and processing of personal data within the local piloting via the migrant cockpits and dashboards (WP5), the MICADO consortium will ensure through separate guidelines for piloting (T5.1) that personal data will be only processed when subjects have given explicit consent to the processing of personal data for specific purposes. Valid consent must be explicit with regard to the data collected and the purposes for which they are used. In

case the research should involve profiling, the beneficiaries will provide explanation how the data subjects will be informed of the existence of the profiling, its possible consequences and how their fundamental rights will be safeguarded. This will be submitted as a deliverable D9.3.

An ethics advisor SYNYO will overview the Data Protection Assessment process of MICADO and ensures that the project consortium fulfils all ethical standards, personal rights and data protection requirements according to the EU Charter of Fundamental Rights and the new General Data Protection Regulation (GDPR) applied from 25 May 2018 for the collection and processing of personal data and for dissemination activities. The Project Coordinator has appointed a Data Protection Officer (see D.9.1) for the project.

In case of conflicts, the ethic advisor SYNYO will report to the Project Coordinator HCU and prepares appropriate measures.

The consortium will fully take into account opinions of advisory bodies, in particular the Article 29 Working Party and its successor, the European Data Protection Board. Furthermore, National and Local Data and Protection Authorities (e.g. Data Privacy Commissioner for the Federal State of Hamburg) will be consulted and reported during the project run-time.

The use of the data and the ownership rights must be specifically addressed in these activities due to their collaborative nature. Data use, processing and management will be described in more detail in Deliverable 7.5 Data management plan, due in month 6.

3.3. Ethics and security requirements legislation

During project execution, the MICADO consortium will comply with the ethics and security requirements as set out in the Grant Agreement and in following international conventions and declarations in their latest version:

- the Charter of Fundamental Rights of the European Union (in particular Art. 8 on the protection of personal data);
- the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
- the Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data;
- the Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in Horizon 2020 (2014-2020) and repealing Regulation (EC) No 1906/2006;
- the Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 (Art. 19 on ethical principles) establishing Horizon 2020 (2014-2020) and repealing Decision No 1982/2006/EC.

Regarding national and local requirements, the MICADO consortium will comply with the following conventions and declarations in their latest valid version:

Hamburg / Germany

Hamburg Data Protection Act (Hamburgisches Datenschutzgesetz, HmbDSG, in particular § 8) Data mapping and process activities, that will be conducted by HWWI in Hamburg will be controlled by the Data Privacy Commissioner for the Federal State of Hamburg.

In addition, the collection of field data requires the approval of a respective research design by the Institute for Educational Monitoring and Quality Development (Institut für Bildungsmonitoring und Qualitätsentwicklung, IfBQ - www.hamburg.de/bsb/ifbq/) as far as migrants will be surveyed or interviewed in compulsory or vocational schools in Hamburg. The IfBQ will also advise the fördern und wohnen AöR (f&w; <http://www.foerdernundwohnen.de/>) correspondingly as far as migrants will be surveyed or interviewed in centres of initial reception or centres for longer stay in Hamburg that are managed by f&w.

Bologna / Italy

With regard to the collection and processing of data carried out in Italy, the processing operations will be carried out in full compliance with the Italian Legislative Decree no. 196 of 30 June 2003, Personal Data Protection Code and the Code of conduct and professional practice applying to processing of personal data for statistical and scientific purposes (published in the Official Journal no. 190 of August 14, 2004).

Madrid / Spain

With regard to the collection and processing of data carried out in Spain, the processing operations will be carried out in full compliance with the Spanish Data Protection Act LOPD 15/199 (Ley Orgánica de Protección de datos de Carácter Personal) and the Royal Decree 12/2007 that supplements it.

Antwerp / Belgium

With regard to the collection and processing of data carried out in Belgium, the processing operations will be carried out in full compliance with the Belgium Data Protection Act dated 8 December 1992 as amended in 1998 (Act). Data Protection Act dated 8 December 1992 as amended in 1998 and 2006 (Act of 11 December 1998 and of 26 February 2006).

4 Annex

Annex 1: Ownership, protection and transfer of results as set out in the MICADO Consortium Agreement

Ownership of Results

Results are owned by the Party that generates them.

Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Unless otherwise agreed or in absence of a joint ownership agreement:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial purposes, including research or educational activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

Notwithstanding letter a), in case the non-exclusive licenses are granted to third parties for commercial purposes, the prior written consent of the joint owners shall be obtained.

Transfer of Results

Each Party may transfer ownership of its own Results or, unless agreed otherwise in a joint ownership agreement, of its own share of jointly owned results following the procedures of the Grant Agreement Article 30. To clarify ownership of results from multi-party collaboration, and to justly identify individual contributions, parties shall maintain lab reports documenting their contribution and allowing the assignment of respective work credits where needed.

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties and to the partner's official affiliates, now or in the future, according to the Grant Agreement Article 30.1.

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and

acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement. In this case, notice of the transfer will be given as soon as possible and, in any case, not later than 30 (thirty) days after the transfer.

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

Annex 2: Background of different partners as defined in the Consortium Agreement

HAFENCITY UNIVERSITÄT HAMBURG

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>Interactive multi-touchable technology: hardware and software solutions for interactive multi-touch-tables, including web-based GIS applications, API, user friendly GUI</p> <p>City Scope Technology: hardware and software solutions for interactive modeling tables, including user-friendly tangible interfaces, map projections, camera detection</p> <p>Natural Language Processing / Text Analysis: Algorithmic analysis of natural language including visual representations and learning pattern learning</p> <p>Research Data: Data obtained from own research work or from partner projects, such as urban GIS data, social monitoring data, housing, mobility and transportation data</p>	<p>During project implementation, CSL will not provide source code, compiled versions of source code, data, or other solutions if not otherwise published as open source, or under similar public licence. Access to results will be solely through software interfaces (APIs)</p> <p>During the implementation phase, CSL will grant to the parties on a royalty-free basis a special licence to use specific data, code, and configurations of applications (as needed) to support the implementation of the Parties' own tasks under the Action.</p>	<p>HCU will provide the Parties with access to its Background as needed in order for the Parties to exploit their own results.</p> <p>Access will be provided on the basis of mutual agreement between parties and / or fees basis. Depending on the beneficiary type, educational license or standard license are foreseen.</p> <p>Access is likely to be provided in one of the following ways; either on a free or a chargeable basis, depending on the circumstances</p> <p>a) Via an own-use licence; for example for a Party to use for educational purposes, on a free of charge or preferential terms basis.</p> <p>b) Via a revenue-sharing distributor agreement with HCU</p> <p>c) Via a fee-structure introducer agreement with HCU.</p> <p>For project exploitation, access to CSL background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel).</p>

CONSEJERIA DE POLITICAS SOCIALES Y FAMILIA COMUNIDAD DE MADRID

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
data base on migration in the Region of Madrid, data on integration of migrants, refugees and asylum seekers, knowhow in direct work with migrants, piloting and its evaluation, communication and dissemination at regional level	contracts of personnel and third parties	contracts of personnel and third parties

SYNYO GMBH

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Project website programming, market platform, dissemination contacts and partner networks, outcomes of partners from other projects	SYNYO hereby informs that the following information is excluded: (i) All Background developed by SYNYO personnel not participating in the Project; (ii) All Background developed by SYNYO researchers participating in the Project and which is outside the scope of the tasks allocated to SYNYO under the Project. (iii) All Background, which SYNYO, due to existing or pending third party rights, is unable to grant Access Rights to.	SYNYO hereby informs that the following information is excluded: (i) All Background developed by SYNYO personnel not participating in the Project; (ii) All Background developed by SYNYO researchers participating in the Project and which is outside the scope of the tasks allocated to SYNYO under the Project. (iii) All Background, which SYNYO, due to existing or pending third party rights, is unable to grant Access Rights to.

Annex 3: Non-disclosure of information in the Consortium Agreement

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which the Recipient can reasonably expect to be confidential or has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

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

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

The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

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

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

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

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

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

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

5 References

All European Academies (2017) *The European Code of Conduct for Research Integrity*, Berlin;

European Commission (2015) *Indicators for promoting and monitoring Responsible Research and Innovation*. Report from the Expert Group on Policy Indicators for Responsible Research and Innovation;

European Commission (2018) *Grant Agreement number 822717 MICADO*;

European IPR Helpdesk (2014) *How to manage IP in Horizon 2020: grant preparation*, Luxembourg;

European IPR Helpdesk (2015) *IP management in Horizon 2020: project implementation and conclusion*, Luxembourg;

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European IPR Helpdesk, *Your guide to IP in Horizon 2020*, Luxembourg;

MICADO Consortium, (2018) *MICADO Consortium Agreement*;