

Deliverable No. 6.5

Project acronym:

PrimeFish

Project title:

"Developing Innovative Market Orientated Prediction Toolbox to Strengthen the Economic Sustainability and Competitiveness of European Seafood on Local and Global markets"

This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No. 635761

Start date of project: **1st March 2015**

Duration: **48 months**

Due date of deliverable:	31/12/2018
Submission date:	05/02/2019
File Name:	D6.5_PrimeFish_ IPR Strategy
Revision number:	02
Document status:	Final ¹
Dissemination Level:	PU ²

Revision Control

Role	Name	Organisation	Date	File suffix ³
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¹ Document will be a draft until it was approved by the coordinator

² PU: Public, PP: Restricted to other programme participants (including the Commission Services), RE: Restricted to a group specified by the consortium (including the Commission Services), CO: Confidential, only for members of the consortium (including the Commission Services)

³ The initials of the revising individual in capital letters

Deliverable D6.5

IPR Strategy: The Utilisation of PrimeDSF and PrimeDSS

05/02/2019

Executive Summary

This report describes the strategy that the PrimeFish project has undertaken regarding its Intellectual Property Rights (IPR) and Confidentiality policies. The implementation of the PrimeDSS is subject to commercial exploitation beyond the lifetime of this project when PrimeFish concludes end of February 2019.

It is expected that one of the consortium members, Kontali, will exploit the results and tools at projects end. If the consortium member decides not to exploit the PrimeDSS tools commercially, then an alternative private company will be found who will commercially exploit the PrimeDSS toolbox. This document will be used to support the transition of IPR from the project to commercialisation.

As such, an agreement will be drafted between Syntesa (The developer of the PrimeDSS platform), MATIS, and the private company ready to exploit the toolbox. The said agreement will be designed to ensure the smooth transition to commercialisation through the migration of the technology and related IPRs. To facilitate the transition, funding options will be explored throughout Europe to support the post-project commercialisation of the platform. The agreement will include information to acknowledge funding: "The PrimeFish tools were developed in a project that received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 635761."

The report is public and open but is written for professionals with expertise within intellectual property rights especially those interested in commercially exploiting the PrimeDSS tools after the completion of the project.

The report covers IPR and confidential policies for the PrimeFish project. Consideration has also been given to the recent implementation by the European Union of the General Data Protection Regulation (GDPR).

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1 Definitions and Acronyms

GDPR: General Data Protection Regulation

IP: Intellectual Property

IPR: Intellectual Property Rights

WP: Work Package

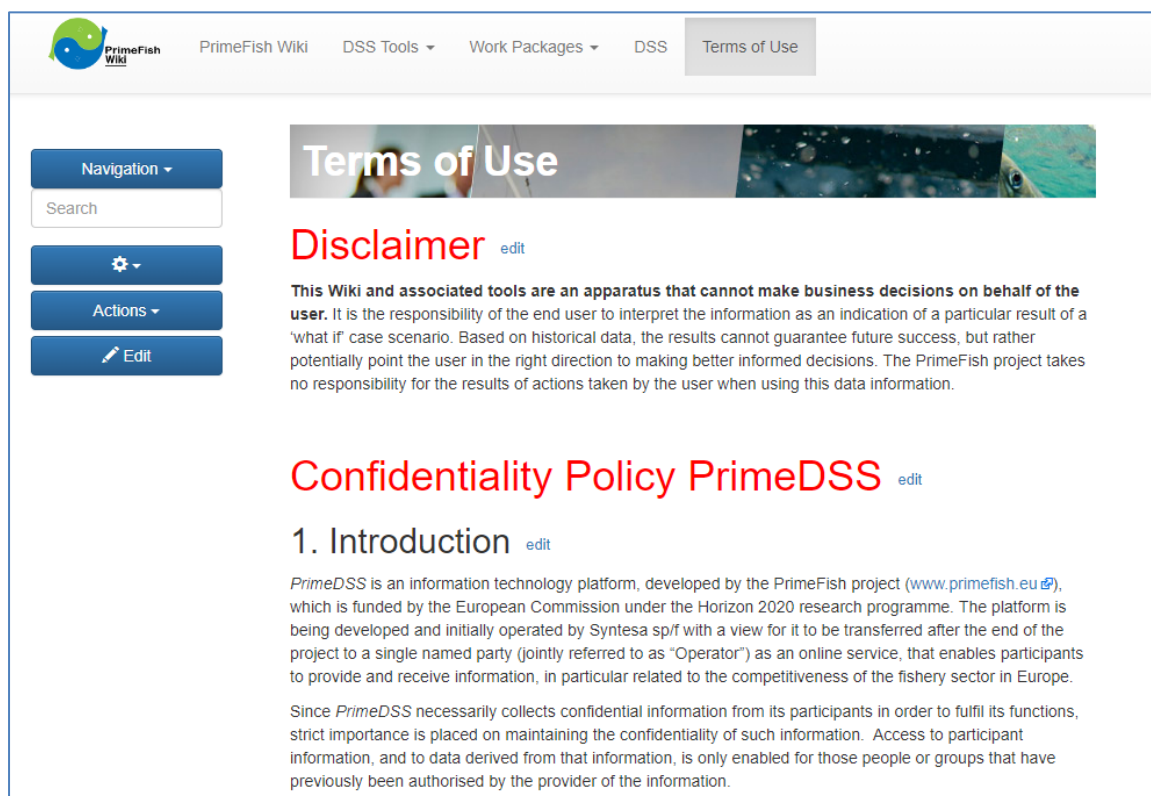
2 Introduction

This deliverable sets out to explain the IPR and Confidentiality policies that will be in place regarding the commercialisation of PrimeDSS beyond the lifetime of the project.

The collected data as well as the methods, assumptions, models and algorithms that the PrimeDSS builds on and the rest of the PrimeDSF will be public and open knowledge available to anyone at project end.

Consideration is given to the users right under the EU General Data Protection Regulation (GDPR) to 'The Right to erasure ('right to be forgotten')'.

The IPR, Confidentiality and reference to GDPR are made publically available through the PrimeDSF wiki: http://www.dsf.primefish.eu/wiki/Terms_of_Use



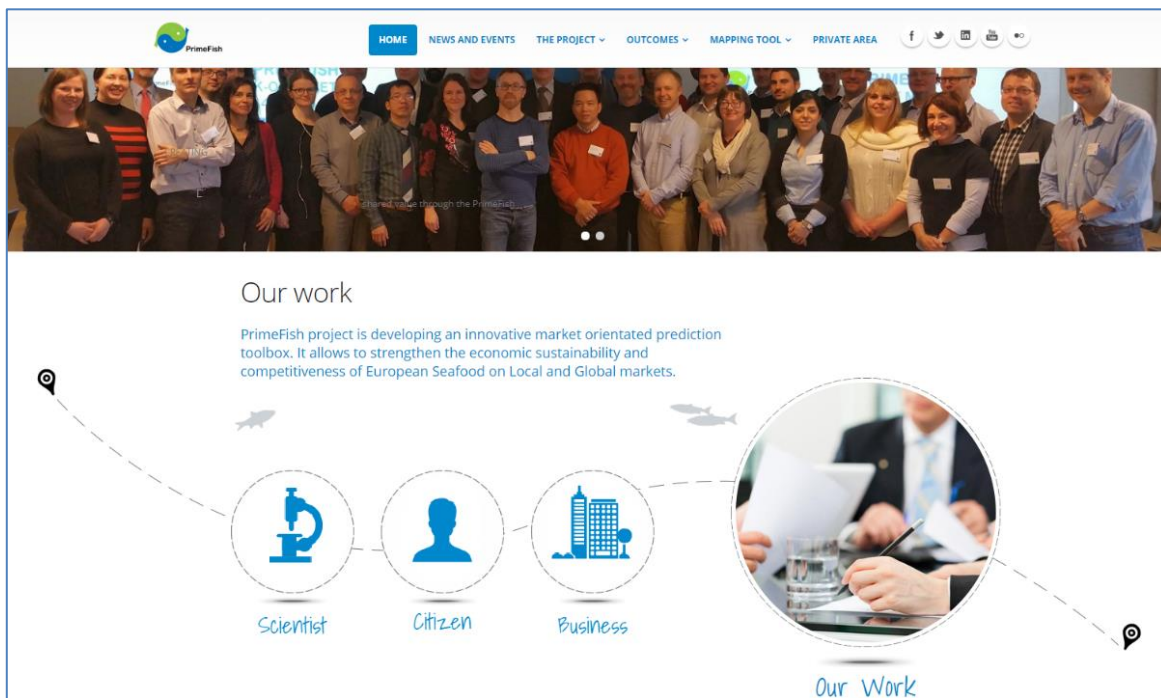
The screenshot shows the PrimeFish Wiki interface. The top navigation bar includes 'PrimeFish Wiki', 'DSS Tools', 'Work Packages', 'DSS', and 'Terms of Use'. A left sidebar contains 'Navigation', 'Search', 'Settings', 'Actions', and 'Edit'. The main content area features a 'Terms of Use' header with a background image of a fish. Below the header is a red 'Disclaimer' section with an 'edit' link. The disclaimer text states: 'This Wiki and associated tools are an apparatus that cannot make business decisions on behalf of the user. It is the responsibility of the end user to interpret the information as an indication of a particular result of a 'what if' case scenario. Based on historical data, the results cannot guarantee future success, but rather potentially point the user in the right direction to making better informed decisions. The PrimeFish project takes no responsibility for the results of actions taken by the user when using this data information.' Below the disclaimer is a red 'Confidentiality Policy PrimeDSS' section with an 'edit' link. Underneath is a '1. Introduction' section with an 'edit' link. The introduction text reads: 'PrimeDSS is an information technology platform, developed by the PrimeFish project (www.primefish.eu), which is funded by the European Commission under the Horizon 2020 research programme. The platform is being developed and initially operated by Syntesa sp/ř with a view for it to be transferred after the end of the project to a single named party (jointly referred to as "Operator") as an online service, that enables participants to provide and receive information, in particular related to the competitiveness of the fishery sector in Europe. Since PrimeDSS necessarily collects confidential information from its participants in order to fulfil its functions, strict importance is placed on maintaining the confidentiality of such information. Access to participant information, and to data derived from that information, is only enabled for those people or groups that have previously been authorised by the provider of the information.'

2.1 PrimeFish project objectives revisited

The overall aim of the PrimeFish project was to improve the economic sustainability of European fisheries and aquaculture sectors. PrimeFish gathered data from individual production companies, industry and sales organisations, consumers and public sources. The data is related to the competitiveness and economic performance of companies in the fisheries sector including data on price development, supply chain relations, markets, consumer behaviour and successful product innovation. The large industry reference group (IRG) has facilitated access to data on specific case studies. A data repository has been created, and PrimeFish has joined the H2020 Open Research Data Pilot to ensure future open access to that data.

The effectiveness of demand stimulation through health, label and certification claims has been evaluated and compared with actual consumer behaviour. PrimeFish has assessed the non-market value associated with aquaculture and captured fisheries as well as the effectiveness of regulatory systems and thereby provided the basis for improved societal decision making in the future. The collected data has been used to verify models and develop prediction algorithms that have been implemented as the decision support system: PrimeDSS.

The lead users, typically fishermen, aquaculture producers and production companies, can use the PrimeDSF to improve understanding of their markets and in setting strategic plans for future production and innovation which in turn will strengthen the long-term viability of the European fisheries and aquaculture sectors. This will also benefit consumers, leading to more diversified European seafood products, enhanced added value, novel products and improved information on origin, certification and health claims.⁴



The screenshot shows the PrimeFish website interface. At the top, there is a navigation menu with links for HOME, NEWS AND EVENTS, THE PROJECT, OUTCOMES, MAPPING TOOL, and PRIVATE AREA, along with social media icons. Below the menu is a large group photo of project members. The main content area features a section titled "Our work" with a descriptive paragraph: "PrimeFish project is developing an innovative market orientated prediction toolbox. It allows to strengthen the economic sustainability and competitiveness of European Seafood on Local and Global markets." Below this text is a diagram illustrating the project's stakeholders and their interaction. The diagram consists of three circular icons labeled "Scientist" (with a microscope icon), "Citizen" (with a person silhouette icon), and "Business" (with a building icon). These three icons are connected by a dashed line to a larger circular image on the right showing a person in a suit working at a desk with a laptop and a glass of water. The text "Our Work" is written below this larger image.

⁴ Annex 1 – PrimeFish: Description of action (DOA) (part A)

3 PrimeFish Intellectual Property Rights (IPR) Policy

3.1 Introduction

PrimeDSS is an information technology platform, developed by the PrimeFish project (www.primefish.eu), which is funded by the European Commission under the Horizon 2020 research programme; grant agreement No 635761. The platform is being developed and operated by Syntesa sp/f with a view for it to be transferred after the end of the project to a single named party (jointly referred to as “Operator”) as an online service, that enables participants to provide and receive information, related to the competitiveness of the fishery sector in Europe.

As a part of determining competitiveness in the fishery sector, scientists (jointly referred to as “Party”) from various universities and institutions will be contributing their intellectual capacity, tools and data collection to develop the means by which the *PrimeDSS* tool will be able to support decision making processes to improve fishery industry competitiveness.

The project places strict importance on protecting the IPR’s of participating scientists to ensure that those participants can operate in an environment in which innovation and creativity is encouraged and flourishes.

In protecting IPRs, consideration is required to be given on how those IPR’s will be transferred to prospective commercial “operators” post project for commercial exploitation.

The “Party” will have the right to negotiate with the “Operator” to determine the correct entitlement amount especially in regards to further development of the *PrimeDSS* tool.

3.2 Governing principles

The fundamental purpose of *PrimeDSS* is to provide information to a company in the seafood sector to improve its competitive position. This information is derived from information collected through surveys, questionnaires and other public data. The data can be processed per the models or software developed by the scientists.

At all times, those “Parties” will have IPRs recognised where work is done on:

- The survey’s and questionnaires used to collect data
- The development of Models to describe how the *PrimeDSS* tools will process data
- The development of any software necessary to process data
- The development of any literature used to support the *PrimeDSS* tools

IPR’s will be non-transferable for commercial use unless given prior consent by the “Party” that is directly involved with the development of the tool concerned.

Non “Party” members cannot determine if a “Party” should be entitled to a specific remuneration. This is solely for the specific “Party” to determine and negotiate with the “Operator”.

3.3 Definition of IPR

For the purposes of the PrimeFish project, Syntesa has drafted a definition of IPR that reflects the work being done for the project. This definition is based on those defined by the WTO (World Trade Organisation) and WIPO (World Intellectual Property Organisation).

The WTO defines IPR's as:

rights given to persons over the creations of their minds. They usually give the creator an exclusive right over the use of his/her creation for a certain period of time.⁵

WIPO defines IP (Intellectual Property) as reference to:

creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce.⁶

WIPO also identifies two IP categories, Industrial Property (Inventions, trademarks, industrial designs) and Copyright (Literary/artistic works).⁷

In the context of the PrimeFish project, Syntesa defines IPR as:

Any intellectual input that has gone towards data collection, writings, models, software or any other physical input that has helped define the workings and output of the PrimeDSS tools for the PrimeFish project.

3.4 Intellectual Property Right ownership and control

For the lifetime of the PrimeFish project, Syntesa will be considered as the caretakers of "Party" IPR's (& Data as per the confidentiality policy) that form the backbone of the PrimeDSS tools. When the PrimeDSS tools prototype is transferred to a commercial "Operator" at the completion of the project, Syntesa's caretaker responsibility will be rescinded and transferred to a third party who will commercially exploit the tool.

The commercial "Operator" will discuss with the "Party" the terms for which the IPR can be transferred for commercial exploitation.

It is expected that a consortium member will act as the commercial "Operator" who will then exploit the results and tools at project end. If the consortium member known as the "Operator" decides not to exploit the PrimeDSS tools commercially, then an alternative private company will be sought as the "Operator" who will commercially exploit the PrimeDSS tools.

As such, an agreement will be drafted between Syntesa sp/f (The developer and caretaker of the PrimeDSS platform), MATIS, and the private company known as "Operator" to exploit the toolbox. The said agreement will be designed to ensure the smooth transition to commercialisation from the said "Parties" IPRs. To facilitate the transition, funding agreement options will be explored throughout Europe to support the post-project migration of the said "Parties" IPRs to the development and commercialisation of the platform. The agreement will include information to acknowledge funding: "The PrimeFish tools were developed in a project that received funding from

⁵ https://www.wto.org/english/tratop_e/trips_e/intel1_e.htm

⁶ <http://www.wipo.int/about-ip/en/>

⁷ http://www.wipo.int/edocs/pubdocs/en/intproperty/450/wipo_pub_450.pdf

the European Union's Horizon 2020 research and innovation programme under grant agreement No 635761.”

Syntesa has identified three potential options to manage IPR for the PrimeFish project and the eventual commercial transference. They are:

Option 1: Partners choose to opt in if they believe that they have made a substantial contribution* to the development of activities around a PrimeDSS tool. In this case, each member will be allocated a percentage based on their participation in the development of a PrimeDSS tool.

Option 2: As the PrimeFish project is a publicly funded by the EC, a commercial operative establishes a maintenance or service agreement with the contributors post project completion. This would include an agreement on the running systems and data, but not the source code.

Option 3: For each of the PrimeDSS tools, the group dedicated to developing each individual tool will decide who has IP (Intellectual Property) rights. In this case, each member will be allocated an equal participation right, with no one member receiving more financial reward than any other, no matter what the effort difference is to create the PrimeDSS tool.

Recommendation: Syntesa recommends the adoption of option 1. This option has been recommended because it is the fairest way to distribute reward based on contribution. A forum will be required to determine the agreed percentage of contribution made by each member scientist or institution which will require formalisation via a signed agreement of all parties concerned.

*Substantial contribution shall mean a reasonable contribution to a PrimeDSS tool that has supported its development and success. The PrimeFish project will allow a scientific member or body of the consortium to decide if they have made sufficient contribution to a PrimeDSS tool before submitting to the parties for agreement on contributions. Members who have contributed, but feel that their contribution has been insignificant, are not required to bid for a share of the IPR.

3.5 Concerns or grievances

Any participant who has concerns about the way in which their confidential information is being handled by Operator or any other party should raise the issue by addressing an email to legal@syntesa.fo. The issue will be treated seriously and with due process by the Operator, who will take any steps in its power to correct an identified problem and will report back on its conclusions, and any action taken, to the participant who raised the issue.

3.6 Updates to the IPR Policy

This IPR Policy will be updated from time to time by the Operator, giving at least three months' notice to participants (unless a serious issue is identified that must be addressed immediately). No update to the policy will reduce restrictions on the disclosure of confidential information that has already been entered.



All *PrimeDSS* participants and industry stakeholders are invited to provide their input to this Confidentiality Policy. Please send suggestions to legal@syntesa.fo.

4 PrimeFish Confidentiality Policy

4.1 Introduction

PrimeDSS is an information technology platform, developed by the PrimeFish project (www.primefish.eu), which is funded by the European Commission under the Horizon 2020 research programme. The platform is being developed and operated by Syntesa sp/f with a view for it to be transferred after the end of the project to a single named party (jointly referred to as “Operator”) as an online service, that enables participants to provide and receive information, in particular related to the competitiveness of the fishery sector in Europe.

Since *PrimeDSS* necessarily collects confidential information from its participants in order to fulfil its functions, strict importance is placed on maintaining the confidentiality of such information. Access to participant information, and to data derived from that information, is only enabled for those people or groups that have previously been authorised by the provider of the information.

Furthermore, *PrimeDSS* collects information that could potentially be used anti-competitively if this information were to be made available to the wrong company or group of companies for the wrong reasons or purpose. To avoid this risk, further restrictions are applied to the way in which certain data is grouped and shared to ensure compliance with relevant competition/anti-trust laws.

Wherever reasonably possible, the enforcement of the confidentiality policy is achieved automatically through the manner of operation of the platform.

4.2 Governing principles

The fundamental purpose of *PrimeDSS* is to provide information to a company in the seafood sector to improve its competitive position. However, it is **not** the purpose of *PrimeDSS* to provide information about a company's direct competitors on the platform.

Information will **not** be provided via *PrimeDSS* that assists companies to:

- Obtain details about competitors
- Learn about their competitors' competitive position or strategy

4.3 Definition of confidentiality

All information provided to the platform is considered *de facto* confidential, unless it is public.

Some information is public in one context but confidential in another. In particular, information that is essentially public (e.g. annual research spending) is considered confidential when it can be associated with a particular company, but not confidential otherwise.

Data derived and aggregated from confidential information, is not considered confidential if no individual information element is visible and if no individual company can be identified.

4.4 Information, ownership and control

The ownership of information does not change when it is entered or uploaded to *PrimeDSS*.

However, information ownership is not necessarily determined by who provides the data to *PrimeDSS*. Information might belong to a third party, and the Operator will obtain assurance from

the party providing the data that it has adequate permission from the original owner of the confidential information or, in the case that the third party is a *PrimeDSS* participant, will obtain any necessary permission for re-use directly from that third party.

Data collections that are derived and aggregated from information entered or uploaded to *PrimeDSS* will belong to the Operator, who may sell or license such data collections to other participants or third parties, but without limiting the rights of the owner of original data entered. Participants who have, with due permission, received information via *PrimeDSS*, will have ownership of any reports or derived works of their own.

4.5 Information, ownership and control

PrimeDSS is a platform that will continue to evolve to meet the needs of its participants and details of information collected on the platform will change with time – in agreement with the providers of the information.

Certain information that is provided by participants, termed here “Class A Data”, is subject to the greatest control on use and is never provided to any other participant. This includes:

- Names and financial information of a participant
- User activity on the platform, that might be related to a future company strategy

A second group of information, termed here “Class B Data”, is visible to the participants, *when they have been given permission to re-use data*. This includes at this stage:

- Success or failure stories

4.6 Derived data provided from PrimeDSS

Every participant on *PrimeDSS* who submits data to the platform is entitled to receive reports back that potentially help in improving the competitiveness of the participant's operation. Such reports are based on

- Original or existing research by PrimeFish participants
- Models and algorithms developed by PrimeFish participants
- Available data from either public sources or sources for which the Operator has the corresponding rights
- Data from other companies as filtered by search conditions

* The *PrimeDSS* platform will ensure that data is never attributable to a single company.

During the project lifetime, the *PrimeDSS* platform will be provided free of charge to its participants. After transfer to a named party (Operator) after the end of the project, it will become part of the commercial offering of that party.

Details of the reports provided to users are given in the *PrimeDSS* functional specification or Software Delivered Report, that is available on request from legal@syntesa.fo. The exact form of output is subject to change and new forms of aggregated and statistical data will be developed.

4.7 Access of Operator personnel to data

Only qualified personnel at the Operator may be given access to confidential information on *PrimeDSS* in order to ensure correct system operation and to provide support to users. The number of such personnel is limited to those necessary to carry out such functions and every such person is a signatory to a confidential agreement at least as strict as the Operator's confidentiality obligations to *PrimeDSS* participants. These confidentiality agreements bind the personnel during and after their employment with Operator.

4.8 Concerns or grievances

Any participant who has concerns about the way in which their confidential information is being handled by Operator or any other party should raise the issue by addressing an email to legal@syntesa.fo. The issue will be treated seriously and with due process by the Operator, who will take any steps in its power to correct an identified problem and will report back on its conclusions, and any action taken, to the participant who raised the issue.

4.9 Updates to the Confidentiality Policy

This Confidentiality Policy will be updated from time to time by the Operator, giving at least three months' notice to participants (unless a serious issue is identified that must be addressed immediately). No update to the policy will reduce restrictions on the disclosure of confidential information that has already been entered.

All *PrimeDSS* participants and industry stakeholders are invited to provide their input to this Confidentiality Policy. Please send suggestions to legal@syntesa.fo.

5 PrimeFish and the European Unions GDPR

5.1 Introduction

The full **General Data Protection Regulation (GDPR)** is found [here](#).



The PrimeFish project recognises and takes seriously the recent implementation of the European Unions General Data Protection Regulation ([GDPR](#)) applicable as of May 25th, 2018 and the requirements with regards to the protection of and/or removal of user data from the PrimeFish project databases. Users (Data subjects) will have 'The Right to erasure ('right to be forgotten')' as outlined in the GDPR where the user will have the right to erase their data without undue delay (Chapter 3 Article 17)⁸.

5.2 PrimeDSS and Stored Data

Access to the PrimeDSS tools requires that a user (Individual or company) enters their personal details to create an account which will give them accessibility to the tools. Mandatory personal details include: Name, username, password and email address. Optional additional details can be submitted for the user profile including a users' address, phone number, website, favorite book, about me and date of birth.

Once the user has acquired access, there will be six tools available for use. Three of those tools, the Value Chain analyser, Product success Check and Willingness to Pay, use system input data to exploit the results and do not rely on additional user data input. The Growth Risk Analyser allows the user to upload a .CSV file or manually enter a time series of data, but this is not stored in the data base and is solely used to generate reports and then forgotten. The two tools that capture data information are:

- Competitive Position Analyser
- Success and Failure Stories

The Competitive Position Analyser allows the user to complete an online survey. The tool allows for the controlled input of data and only the answers to the survey are stored in the Database which are linked to the users account. The surveys can be updated at anytime depending on a users changing

⁸ <https://gdpr-info.eu/>

circumstances, with only the latest update saved to the database: no historical records of the survey answers are kept.

The Success and Failure Stories allow for data input which the users submit to the database when they upload a story. A story is defined by a title, story summary and a set of defined market/industry questions. The data is stored in the database and is not made public until it is approved by a PrimeDSS administrator. Specific rules apply before a story can be published/not published including whether stories are seen to breach privacy, used to attack a competitor for competitive advantage, include false or misleading information, are stories unrelated to innovation or unfit for publication.

5.3 PrimeDSS data removal process

Key user (data subject) data rights: Right of access, right to rectification and the right to erasure ('right to be forgotten').

During the PrimeFish project, a data manager (data controller) will be appointed who will oversee requests for the removal of personal data. The data management policy also covers requests for the removal of other data or aggregated data collected during the project where a company or individual believes that their privacy has been breached in the public domain as defined in the confidentiality policy above.

An individual or company (data subject) can at any time request from the Controller to have access to their details, be able to rectify details or have their details removed. Requests can be made by addressing an email to legal@syntesa.fo. The Controller will endeavor to ensure that such requests are met without undue delay and in any event within one month of receipt of the request as set out in the GDPR. Any delay will be notified to the data subject with explanation.

After a data removal request has been received, processed and approved, the data manager (data controller) will remove the said data without undue delay by performing the following:

- Searching and identifying all locations that the data is present
- Sanitising the data by removing/deleting it from all data bases and storage locations
- Confirmation that the data is removed by searching data bases and storage locations to ensure that the said data can no longer be found
- Sending confirmation via email or other communication format to the individual or company (data subject) that their data has been successfully removed.
- Follow up and additional removal/cleaning if the individual or company (data subject) finds traces of their data on the PrimeDSS website.

5.4 Updates to the data removal policy

The PrimeFish data removal policy will be subject to changes made to the GDPR and updated accordingly.

At the completion of the PrimeFish project, the ownership and responsibility for data in PrimeDSS will be transferred from Syntesa to other organisations and managed in 2 ways:

1. CETMAR/MATIS (For two years after the end of the project or up to the point where an Operator takes ownership and commercialises the PrimeDSS)

2. SME: A commercial entity (Operator) that takes ownership and assumes responsibility for data protection.

The changes with regards to ownership and responsibility will include changes to contact information for the Controllers assigned by each organisation at the time of transference of ownership of the PrimeDSS. Contact details will be updated in the PrimeDSF Wiki or other public facing forum.