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Miraculous-Life

Miraculous-Life for Elderly Independent Living

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Miraculous-Life Consortium

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Table of Contents

<i>Release History</i>	II
<i>Miraculous-Life Consortium</i>	III
<i>Table of Contents</i>	IV
<i>Table of Figures</i>	V
<i>List of Tables</i>	VI
<i>Abbreviations</i>	VII
<i>Executive Summary</i>	1
<i>1 About this Document</i>	2
1.1 Role of the deliverable	2
1.2 Relationship to other Miraculous-Life deliverables	2
1.3 Structure of this document	2
1.4 Differences with previous version	2
<i>2 General Considerations on IPR</i>	4
2.1 Background, Foreground and Access Rights	4
<i>3 Miraculous-Life IPR Strategy</i>	5
3.1 Description of main Miraculous-Life outcome	5
<i>4 Miraculous-Life Foreground: Ownership, Protection, Use and Dissemination</i>	13
4.1 Ownership of Foreground	13
4.2 Joint ownership of Foreground	13
4.3 Protection of Foreground	13
4.4 Use of Foreground	13
4.5 Transfer/Dissemination of Foreground	13
<i>5 Access Rights</i>	15
5.1 Access rights to foreground and background	15
5.2 Access rights for execution of the Project	18
5.3 Access rights for use	18
5.4 Access rights concerning project partners leaving the consortium	18
5.5 Provisions for access rights to Software	19
<i>6 Non-disclosure of information / confidentiality / privacy</i>	20
<i>7 Plan for the Use and Dissemination of Foreground</i>	21

Table of Figures

No table of figures entries found.

List of Tables

Table 1: Related Miraculous-Life Deliverables	2
Table 2: Initial agreement on IP and use rights for main Miraculous-Life Foreground	5
Table 3: Background included. Access Rights to Background made available to the Parties.	15
Table 4: Background excluded.	16

Abbreviations

<i>Abbrev.</i>	<i>Description</i>
AAL	Ambient Assisted Living
CA	Consortium Agreement
GA	Grant Agreement
ICT	Information and Communication Technology
IP	Intellectual Property
IPR	Intellectual Property Rights
RfP	Seventh Framework Programme

Executive Summary

This document is the final version of the Intellectual Property Rights (IPR) Directory of the project Miraculous-Life. It provides a summary of the most widely used terms and concepts within Intellectual Property, and presents some of the basic rules governing access to and use of Intellectual Property. Further on, the document presents the elements relevant for the Miraculous-Life partners regarding the outcomes of the project. Specifically, the ownership and rights to use the different results of the project are specified for each partner. The specific plans to disseminate foreground has been described in D7.3c Exploitation and Standardization Strategy and Plan.

1 About this Document

1.1 Role of the deliverable

Dissemination, use of knowledge and results generated in the Miraculous-Life project is governed by the terms of the Consortium Agreement (CA). In order to make sure that these terms are followed, to avoid disputes and to facilitate business planning, this IPR Directory will be maintained throughout the lifetime of the project (D7.5a, D7.5b). Two versions of this document will be produced to list all items of knowledge related to the work of the project (both pre-existing know-how and results developed in the project). Each of the following items will be made explicit:

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

1.2 Relationship to other Miraculous-Life deliverables

The deliverable is related to the following Miraculous-Life deliverables:

Table 1: Related Miraculous-Life Deliverables

<i>Del</i>	<i>Relation</i>
D7.2	Dissemination strategy and plan: identification of target groups for dissemination activities, which might be also interested in the Miraculous-Life results in terms of commercial exploitation.
D7.3	Exploitation and Standardization Strategy and Plan: a description of the Miraculous-Life exploitable results and of their value proposition.
D7.4	Business Strategy: presents the Miraculous-Life outcomes that are likely to be exploited and a market analysis for their future commercialization

1.3 Structure of this document

In this deliverable general considerations on Intellectual Property Rights are presented, including important concepts that need to be clearly defined and distinguished. Then, the main aspects of IPR concerning the Miraculous-Life project and its results are described for each partner, particularly the Background, the Foreground and Access Rights. And finally a plan for the use and dissemination of Foreground.

1.4 Differences with previous version

The main differences between this version (b) of the IPR Directory report and the previous version (a) are:

- Section 3.1: Description of the Miraculous Life outcome is described together with the component subparagraphs.

- Section 5.1: Some entries of Table 3: Background included. Access Rights to Background made available to the Parties. have been updated.

2 General Considerations on IPR

2.1 Background, Foreground and Access Rights

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

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

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

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

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

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

IPR provisions related to Background and Foreground are detailed in the Miraculous-Life CA which has been signed by all the consortium partners. Specifically, Section 8 and 9 of the CA establishes the general rules regarding IPR and Access Rights for the Project and in Attachment 2 of the CA partners have defined the Background which is excluded from obligations to grant Access Rights. Section 5 of this document presents the main agreement on Foreground and Background as they are stated in the Project CA.

3 Miraculous-Life IPR Strategy

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

To maximize societal impact, the project disseminates some knowledge outside the Consortium, to allow other actors to contribute to technology development and deployment. Decision making about exactly what should and should not be disseminated is the responsibility of the exploitation board (EB).

3.1 Description of main Miraculous-Life outcome

All results generated from the activities carried out within the Miraculous-Life Project constitute the Foreground. The main outcomes of Miraculous-Life are classified in: research results, models and designs, software tools, software services, etc. The basic principle on which all partners agreed is that research and development results must be available to a large audience to facilitate wide adoption of the project results, while in the meantime having mechanisms in place for rewarding those that invested time and effort. The main research and development results (Foreground) will be listed in Table 2 with the owner(s) specified and the expected IPR protection and partner access indicated. The table will be regularly updated to ensure that agreement can be reached at an early stage:

Table 2: Initial agreement on IP and use rights for main Miraculous-Life Foreground

Foreground	IPR Protection (expected)	Partners Access (expected)	Owner / Partners involved
Overall System Design and specification	Shared	Royalty-free	All partners
Face Analysis Server	Copyright, License protected	fair and reasonable conditions	Noldus
Emotion from activity	Copyright	Royalty-free or fair and reasonable conditions	Noldus
Emotion Fusion	Copyright	Royalty-free or fair and reasonable conditions	Noldus
Noldus Communication Framework (NCF)	Copyright	Royalty-free or fair and reasonable conditions	Noldus
Speech acquisition	Copyright	Royalty-free or fair and reasonable	Noldus/UniG e

		conditions	
Kinect acquisition	Copyright	Royalty-free or fair and reasonable conditions	Noldus
Calling/SMS Service	Copyright	Royalty-free or fair and reasonable conditions	AIT
Windows/Sleeping Reminder based on HOMER (AIT HOME Event Recognition system)	Copyright	Royalty-free or fair and reasonable conditions	AIT
Dangerous Object Advisor	Copyright	Royalty-free or fair and reasonable conditions	Fraunhofer
Fall Detection	Copyright	Royalty-free or fair and reasonable conditions	Fraunhofer
Object Localisation	Copyright	Royalty-free or fair and reasonable conditions	Fraunhofer
Automatic generation of 3D animated videos based on lipsync animation from audio	Copyright / Patent	Fair and reasonable conditions; Licensing on commercial use.	Zoobe
Co-Net Tool	Copyright	Fair and reasonable conditions; Licensing on commercial use.	Citard
Co-Net Services	Copyright	Fair and reasonable conditions; Licensing on commercial use.	Citard/UCY
Intelligent Data Sharing System	Copyright	Fair and reasonable conditions; Licensing on commercial use.	Citard
Data of elderly	Copyright	Royalty-free or fair and reasonable conditions;	Zuyderland
KnowledgeBase	Copyright	Royalty-free or fair and reasonable conditions	UCY

Data of elderly	Copyright	Royalty-free or fair and reasonable conditions;	MPRS
Dialogue Management Component	Copyright	Royalty-free or fair and reasonable conditions	UniGe
Environment and Behaviour Analysis Components	Copyright	Royalty-free or fair and reasonable conditions	UniGe
Services Interaction Workflows	Copyright	Royalty-free or fair and reasonable conditions	UniGe
Guidance Services	Copyright	Royalty-free or fair and reasonable conditions	UniGe

3.1.1 Short description of the component/system for each foreground item

3.1.1.1 Overall System Design and specification

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

3.1.1.2 Face Analysis Server

A real time tool that classifies facial expressions from images in six universal emotions. The actual classification is done by applying a new developed deep learning algorithm as a trained artificial neural network.

3.1.1.3 Emotion from Activity component

A real time component that aggregates the emotion from activity using an algorithm based on the circumplex model of Russell.

3.1.1.4 Emotion Fusion component

A real time component that aggregates the emotion from face, speech and activity using pre-defined time bins and specialized algorithms.

3.1.1.5 Noldus Communication Framework (NCF)

A messaging framework developed by Noldus for communication between components and applications. NCF uses the open source RabbitMQ message broker modules that supports the Advanced Message Queuing Protocol (AMQP). The NCF framework has been improved and extended to fulfil the Miraculous Life system needs.

3.1.1.6 Speech acquisition tool

Tool to acquire speech from a Kinect for Windows sensor or from the smart device (e.g. Tablet) microphone and converts the speech into speech fragments (MP3 format) which can be processed by other modules.

3.1.1.7 Kinect acquisition tool

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

3.1.1.8 Calling/SMS Service

This service enables users to call both 1) users on the same SIP server, and 2) users on conventional telephone and mobile networks (all over the world). It is also possible to send 1) text/SMS messages to conventional telephone and mobile networks, and 2) multimedia messages (if correctly setup), including text messages to other SIP clients.

3.1.1.9 Windows/Sleeping Reminder based on HOMER (AIT HOME Event Recognition system)

The Window Reminder was developed to provide a reminder functionality to facilitate 1) opening the windows on a regular basis or based on certain (environmental) conditions for proper air circulation (fresh air), and 2) reminding about open windows that should be closed due to a dropping or raising temperature in the room or if the user is about to leave the apartment.

3.1.1.10 Dangerous Object Advisor

Tool to find objects in the potential walking paths of a person, by analyzing depth images for surfaces and tracking appearing objects on those.

3.1.1.11 Fall Detection

Tool to detect falls from skeleton information acquired by a Kinect sensor. The movements of joints are classified into potential fall situations.

3.1.1.12 Object Localisation

Visual tracking system for markers in an open environment that can be attached to numerous objects. This includes various calibration tools, required for adjustments to the environment.

3.1.1.13 Automatic generation of 3D animated videos based on lipsync animation from audio.

Zoobe has developed a high performance system that creates 3D animation videos from an automatically generated animation script. The used content (characters, animations, background, sound) can be selected by the user, a voice recording of the user can be added, and the system returns a unique video within seconds. A core technology of Zoobe is the creation of lipsync information from speech audio analysis and from text input directly. The component also detects important parts like words or phrases of the voice recording that can trigger specific animations, i.e. gestures, in the automatic video generation (patent holding). Zoobe has modified this system to meet the requirements of the project. That included a rework of the Text-to-Speech component, direct generation of lipsync information from Text-to-Speech, extraction of emotional information from speech audio and using them for selection of dedicated animation cycles.

3.1.1.14 Collaborative Care Network (Co-Net) Tool

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

3.1.1.15 Co-Net Services

Citard and UCY have develop and integrated in Co-Net tool four component each providing a number of services/functionalities. These are the: **i)** Virtual Care Team (VCT) Management service which enables the effective administration and coordination of Virtual Care Teams (VCTs) around the elderly; **ii)** Message Management service which enables the management, organization and communication of messages between the users; **iii)** The User Profile Management service which enables the administration and management of the users' profiles; and **iv)** Notification Management service which enables the management and provision of reminders and alerts to users.

3.1.1.16 Intelligent Data Sharing System

Citard develop an Intelligent Data Sharing service which provides an intelligent data sharing system for alerts and information, in the sense of instant communication (real-time), promoting collaboration between the elderly and his/her formal and informal caregivers, in a more intelligent, personalized (i.e., the content of the message is adapted according to the role of the receiver, the type of the event occurred and the profile of the elderly) and automatic (i.e., alerts are produced directly by the system) manner, in case of emergency triggered events (e.g., fall detection, call for help, etc.) that needs immediate actions from the formal and informal caregivers, in order to better and more efficiently support the elderly.

3.1.1.17 Data of elderly of Zuyderland

As protector of clinical data, client data and all other data, Zuyderland stores and owns the data mentioned before, conforming to the Dutch regulations which take care and protect individuals by giving their data to others than in private settings (for these Dutch Law regulations see: 'Wet Bescherming Persoonsgegevens' (Dutch Protection of Personal Details Act) <http://wetten.overheid.nl/BWBR0011468/>, which is the Dutch implementation of the European Directive 95/46/EC, which defines rules and procedures how organizations have to deal with personal details. Applied to the Miraculous-Life project this means that collecting and processing of data must meet the conditions defined by law.

In this context the meaning of clinical data is displayed as the needs of clients, which provides a clear understanding about the client and his surroundings within the aforementioned model and on individual level on well-being and health.

Client data are in this context all data derived from Zuyderland clients, which can be used anonymously or identified to explore the possibilities of potential (technical) aids, which enables extended independent living for clients and which decreases the consumption of care and cure.

The data of elderly are substantial to all developments, it is the base on which development can take place anyway. One can see this in the process which is mostly parallel (in some stages even ahead) to the development process. It starts with user needs as input for the start of the development towards use cases and scenarios, then pre-trials with argued feedback which can be used for development, toward trials and their outcomes and at last the feedback at the usability of all different components of the system. In all these stadiums the data of the elderly is a relevant component. Therefore, the end user organizations (Zuyderland and MRPS) are involved in all foreground activities listed in table 2, which developments are directly influenced and/or driven by elderly data.

3.1.1.18 KnowledgeBase

The KnowledgeBase serves as data management server and is composed of highly structured information such as the user model (composed of demographics, preferences, user objects, etc.), and service-related information (e.g., care and wellness, security, guidance and education and leisure services).

3.1.1.19 Data of elderly of MRPS

MRPS data collected during the trials will be available on demand on partners after the end of the project. According to the article 40 of the LIPAD, public-law institutions must destroy or anonymize the personal data that they no longer need to perform their lawful duties. Personal data collected along the entire project will be thus destroyed as long as no MRPS researcher or project partner will use this data for research purposes or to improve the developed components of the system.

Data collected via questionnaires, individual or group interviews, observations are stored in paper and numeric documents and preserved by the MRPS Project Manager. Numerical data collected via the Miraculous-Life system during trials (event logs, data collected from sensors) are stored in an external SSD hard disk (preserved by the MRPS Project Manager) and on a server installed at the University of Geneva.

Data sharing and transmission between MRPS and UNIGE is governed by the article 39 comma 1, 2 and 3 of the LIPAD. Data sharing and transmission between MRPS and non Swiss-partners of the project is governed by the article 39 comma 6, 7 and 8 of the LIPAD.

The data of elderly are substantial to all developments, it is the base on which development can take place anyway. One can see this in the process which is mostly parallel (in some stages even ahead) to the development process. It starts with user needs as input for the start of the development towards use cases and scenarios, then pre-trials with argued feedback which can be used for development, toward trials and their outcomes and at last the feedback at the usability of all different components of the system. In all these stadiums the data of the elderly is a relevant component. Therefore, the end user organizations (Zuyderland and MRPS) are involved as partner (not owner) in all foreground activities listed in table 2, which developments are directly influenced and/or driven by elderly data.

3.1.1.20 Dialogue Management Component

Development of a dialogue management component which is able to show a wide variety of human-like understanding, while responding to user needs and requests by providing real time complimentary feedback by sending it to the Miraculous-Life avatar components. The functionality is based on a real-time multimodal event recognition and feedback component, which implements the top-level decision making logic. The “action selection” which determines what the avatar should be doing at each moment in time is based on the ongoing verbal dialogue, non-verbal communication signs (facial expressions, voice intonation) and context information (home environment, user behaviour). In Miraculous-Life, UniGe’s dialogue management component has been extended with interoperability components for different Miraculous-Life components and services and improved emotion simulation components. These improvements can be considered as foreground.

3.1.1.21 Environment and Behaviour Analysis Components

The environment and behaviour analysis components include the design and implementation of algorithms and software modules that allow the interpretation of human behaviour and environment changes.

3.1.1.22 Services Interaction Workflows

Service Interaction workflows define AI mechanisms for providing and facilitating the interaction of the users with the services. For each situation a number of AI plans (Update Rules) are implemented where all the possible user actions are considered and handled. Next to that, a number of natural language input and output utterances in English, Dutch and French are built also considering different user input.

3.1.1.23 Guidance Services

Guidance services are developed to support the end-user in her/his daily activity promoting physical activities and helping the user in object localization.

3.1.2 Other software tools

None of the partners did develop additional or other software tools which should be considered as a result of the project and wherefore intellectual property must be defined.

4 Miraculous-Life Foreground: Ownership, Protection, Use and Dissemination

4.1 Ownership of Foreground

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

4.2 Joint ownership of Foreground

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

4.3 Protection of Foreground

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

4.4 Use of Foreground

Project partners shall use the Foreground which they own or ensure that it is used. "Use" means direct or indirect utilization of foreground in further research activities other than those covered by the project, or for developing, creating and marketing a product or process, or for creating and providing a service.

4.5 Transfer/Dissemination of Foreground

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

may object to the dissemination activity if their legitimate interests in relation to their Foreground could suffer great harm.

5 Access Rights

5.1 Access rights to foreground and background

In order for the Miraculous-Life partners to be able to achieve better cooperation and execution of the project, they will exchange some Background and Foreground (in the form of patents, know-how, etc.). This will imply a grant of access rights. The provisions of RfP concerning access rights to Foreground and Background constitute the minimal rules that cannot be restricted or set aside. Parties have defined access rights to specific Background made available to other parties, which can be seen in Attachment 1 of the CA. Table 3 gives an overview of the included Background.

Table 3: Background included. Access Rights to Background made available to the Parties.

Owner	Name	Nature of knowledge	Description
AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH	HOMER Core	Software	Basic Software Infrastructure of the system for Home Event Recognition (LGPL Licence) Bundles: database, event bus, gui, event processing, scheduler, unimod (state machines)
	HOMER extensions	Software	Extension Bundles for the Home Event Recognition System Hardware abstraction for KNX, EnOcean, Eaton Xcomfort, Ibernex, NFC; Notifications per Email, SMS, speech output, script, url; Notification Manager Processing activity index, calendar, device usage, energy, reminder, statistic; Connectivity REST
UNIVERSITY OF GENEVA	None		
UNIVERSITY OF CYPRUS	SoCo-Net core	Software	Collaborative Care Network software suite
	SoCo-Net services	Software	Set of supplementary services that are integrated in SoCo-Net, e.g., Group/Leisure Services, Activity Management, Disability Management
STICHTING ORBIS ZORGCONCERN	None		
FRAUNHOFER-GESELLSCHAFT ZUR FÖRDERUNG DER ANGEWANDTEN	Environment Analysis Core	Software	Basic software modules and methods for the analysis of an environment based on depth images, including object reconstruction and activity

FORSCHUNG E.V			recognition.
NOLDUS INFORMATION TECHNOLOGY BV	The Observer	Software	Software for behavioural observation, video annotation and integrated analysis.
	TrackLab	Software	Software for visualization and analysis of tracking data, spatial event detection and behaviour recognition
	FaceReader	Software	Software for automatic detection of facial expressions.
	Noldus Communication Framework (NCF)	Software	A messaging framework for communication between components and applications.
Citard	SoCo-Net	Software	Collaborative Care Network tool
	SoCo-Net enhancements	Software	Extension Bundles for the Collaborative Care Network tool
	SoCo-Net data sharing system	Software	Data Sharing System
ZOOBE MESSAGE ENTERTAINMENT GMBH	None		
MAISON DE RETRAITE DU PETIT-SACONNEX	None		

Additionally, Parties have defined specific Background as excluded from obligations to Access Rights; which is listed in Attachment 2 of the CA. Table 4 gives an overview of the excluded Background. For the avoidance of doubt, the general provisions for Access Rights provided in this Section are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Table 4: Background excluded.

Owner	Description
AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH	The AIT Austrian Institute of Technology GmbH excludes from its obligation to grant Access Rights to any and all Background owned by AIT which has not been generated by Andreas Hochgatterer or members of his direct research group directly involved in carrying out the project and furthermore are not necessary for realization of the Project.
UNIVERSITY OF GENEVA	- All Background generated by employees, agents or representatives of UNIGE, other than the research team of Prof. Dimitri Konstantas and Prof. Nadia Thalmann of the Département of Management Studies

	<p>(HEC) and the Institute of Services Sciences, who is directly involved in the Project.</p> <ul style="list-style-type: none"> - All Background generated by employees, agents or representatives of UNIGE that are directly involved in the Project, which is unrelated to the work plan, aims and objectives of the Project. - All Background which UNIGE, due to third Party rights, is unable to grant Access Rights to. - All Background in patents and current patent applications owned by UNIGE. - All UNIGE proprietary software, whether covered by patents or not. - All UNIGE proprietary materials, whether covered by patents or not.
UNIVERSITY OF CYPRUS	<ul style="list-style-type: none"> - All Background generated by employees, agents or representatives of UCY, other than the background generated by the research team of Prof. George Samaras of the Department of Computer Science, and is directly related to the Project. - All Background generated by employees, agents or representatives of UCY that are directly involved in the Project, which is unrelated to the work plan, aims and objectives of the Project. - All Background which UCY, due to third Party rights, is unable to grant Access Rights to. - All Background in patents and current patent applications owned by UCY. - All UCY proprietary materials and software whether covered by patents or not.
STICHTING ORBIS ZORGCONCERN	<p>Integrated community concept: a new social model for communities in which living, services, well-being activities, cure and care is provided in an integrated way. The concept enables extended independent living and a smooth transition through successive stages of dependency (assisted living, nursery home). The social model encourages social interaction of young and old. The most important aspect for the client is well-being and active participation, which results in a positive influence on health.</p> <p>Important Background for ORBIS is the clinical and client data. ORBIS is the owner and protector of these data and all data will be stored at ORBIS. Clinical data reflects the needs of the clients and provides a clear understanding about the client and his surroundings within the aforementioned model and on individual level on well-being and health.</p> <p>Client data: all data derived from ORBIS clients can be used anonymously or de-identified to explore the possibilities of potential (technical) aids, which enables extended independent living for clients and which decreases the consumption of care and cure.</p>
FRAUNHOFER-GESELLSCHAFT ZUR FÖRDERUNG DER ANGEWANDTEN FORSCHUNG E.V	<p>For the avoidance of doubt, the exclusion in Attachment 1 also encompasses Background accumulated and/or developed by Fraunhofer institutes other than Fraunhofer IGD Darmstadt.</p>
NOLDUS INFORMATION TECHNOLOGY BV	<p>None.</p>
Citard	<ul style="list-style-type: none"> - All Background generated by employees, agents or representatives of Citard, other than resources directly involved in the Project. - All Background generated by employees, agents or representatives of Citard that are directly involved in the Project, which is unrelated to the Work Plan, aims and objectives of the Project. - All Background which Citard Services, due to third Party rights, is unable to grant Access Rights to.

	<ul style="list-style-type: none"> - All Citard's proprietary products and software including CITARD Active product, its tool and services and their enhancements, whether covered by patents or not. - All Citard proprietary materials and data, whether covered by patents or not.
ZOOBE MESSAGE ENTERTAINMENT GMBH	None.
MAISON DE RETRAITE DU PETIT-SACONNEX	None.

5.2 Access rights for execution of the Project

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

5.3 Access rights for use

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

- The Party requiring the grant of such Access Rights (the Requesting Party) shall make a written request to the Party (the Granting Party) from which it requires the Access Rights.
- The written request shall identify the Foreground and the Background and/or Sideground concerned and shall provide reasons why Access Rights to such Background and/or Sideground are needed for the Use of such Foreground.
- Any such Access Rights shall only be granted upon the signature of a written agreement between the Granting Party and the Receiving Party and shall not be otherwise deemed granted.
- Any Access Rights granted shall be limited to those strictly needed for the Use of the identified Foreground.

5.4 Access rights concerning project partners leaving the consortium

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

However, in case of a Defaulting Party, Access Rights granted to it shall cease and its right to request Access Rights shall end immediately at the moment of decision of the

Project Executive Board to terminate Defaulting Party's participation in the Consortium. For the avoidance of doubt, Defaulting Party according to this Consortium Agreement means a Party which the Project Executive Board has identified to be guilty of irregularity specified in this Consortium Agreement.

5.5 Provisions for access rights to Software

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

Save as expressly otherwise provided in this Section 5.2, no Party shall be obliged to grant Access Rights to Source Code. All Access Rights to Software that is Foreground, whether for execution of the Project or for Use, shall be in form of Source Code Access. All Access Rights to Software that is Background, whether for execution of the Project or for Use of own Foreground, shall be in form of Limited Source Code Access, save that no Party shall be obliged to grant for Use any Access Rights to Source Code that is Background. All Access Rights to Software that is Sideground, whether for execution of the Project or for Use of own Foreground, shall be in form of Limited Source Code Access, save that no Party shall be obliged to grant for Use any Access Rights to Source Code that is Background and that is not listed in Attachment 2 of the CA.

6 Non-disclosure of information / confidentiality / privacy

All information in whatever form or mode of transmission, 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 has been explicitly marked as “confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 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 of non-disclosure under the EC-GA, for a period of 5 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 to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

More details about non-disclosure of information can be found in Section 10 of the CA.

7 Plan for the Use and Dissemination of Foreground

This final version of the IPR Directory (D7.5.2) describes a detailed plan on the IP and Access Rights regarding the final version of the Miraculous-Life Solution, determining the rules partners shall follow for exploitation and dissemination of the projects outcomes and results, according to their intentions. A detailed description of exploitation and dissemination plans has been described in Exploitation and Standardization Strategy and Plan D7.3c.