



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

**Istituto Nazionale di Geofisica  
e Vulcanologia  
AOO INGV**

**Protocollo Generale - U**

N 0002701

del 27/02/2020



Gestione WEB

Alla Dott.ssa Laura BERANZOLI  
Ai Direttori di Dipartimento  
Ai Direttori di Sezione  
Al Responsabile del Centro Servizi Contabilità e Bilancio  
All'Ufficio Bilancio  
Al Responsabile del Centro Servizi per il Coordinamento delle Attività a  
Supporto della Ricerca  
Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 37/2020 del 30/01/2020 - Allegato T al Verbale n. 01/2020 concernente: "Joint Ownership Management Agreement (JOMA) between the Istituto Nazionale di Geofisica e Vulcanologia (INGV) and the Institut Francais de Recherche pour l'exploitation de la mer (IFREMER) and others.

Dott. Giovanni TORRE



Delibera n. 37/2020

Allegato T al Verbale n. 01/2020

Oggetto: Joint Ownership Management Agreement (JOMA) between the Istituto Nazionale di Geofisica e Vulcanologia (INGV) and the Institut Francais de Recherche pour l'exploitation de la mer (IFREMER) and others.

### IL CONSIGLIO DI AMMINISTRAZIONE

- VISTO il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);
- VISTO il Decreto Leg.vo 25/11/2016, n. 218, concernente "Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge 7/08/2015, n. 124";
- VISTO lo Statuto dell'INGV, approvato con Delibera del Consiglio di Amministrazione n. 372/2017 del 9 giugno 2017, come modificato con Delibere del Consiglio di Amministrazione n. 424/2017 del 15 settembre 2017 e n. 501/2017 del 21 dicembre 2017, pubblicato sul Sito WEB istituzionale (Avviso di emanazione pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie generale - n. 27 del 2 febbraio 2018), in particolare, l'art. 8, comma 6, lettera f), il quale prevede che il CdA "*omissis....delibera la partecipazione a società, fondazione e consorzi, nonché la stipulazione di accordi con organismi nazionali, europei e internazionali*";
- VISTO il Regolamento di Organizzazione e Funzionamento dell'INGV, emanato con Decreto del Presidente n. 45/2018 del 21/2/2018, pubblicato sul Sito WEB istituzionale e, in particolare, l'art. 29 il quale disciplina le Collaborazioni con soggetti esterni, stabilendo al primo comma che: "*I rapporti di collaborazione nell'attività di ricerca tra l'Ente e soggetti pubblici e privati, italiani e stranieri sono regolati attraverso contratti aventi come riferimento di massima la seguente tipologia: protocolli d'intesa, accordi di programma quadro, convenzioni operative*";
- VISTO il Regolamento del Personale emanato con Decreto del Presidente n. 118/2018 del 14/5/2018, pubblicato sul Sito WEB istituzionale;
- VISTO il Regolamento di Amministrazione, Contabilità e Finanza, emanato con Decreto del Presidente n. 119/2018 del 14/5/2018, pubblicato sul Sito WEB istituzionale;
- VISTO il Joint Ownership Management Agreement (JOMA) between the Istituto Nazionale di Geofisica e Vulcanologia (INGV) and the Institut Francais de Recherche pour l'exploitation de la mer (IFREMER) and others;
- VALUTATA l'opportunità di procedere alla sottoscrizione del predetto Accordo, finalizzato alla proprietà intellettuale di una piattaforma multiparametrica, EGIM-Emso Generic Instrument Module, corredata di specifiche tecniche, software di acquisizione e di manuale d'uso;
- CONSIDERATO che le Parti, con il presente Accordo, istituiscono una cooperazione, a livello internazionale, avente a oggetto l'EGIM che è stato sviluppato dal consorzio di *partners* del progetto Europeo EMSODEV;

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- CONSIDERATO che l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV;
- VISTI i pareri favorevoli del Direttore di Sezione e del Direttore di Dipartimento,

DELIBERA

L'approvazione dello schema del Joint Ownership Management Agreement (JOMA) between the Istituto Nazionale di Geofisica e Vulcanologia (INGV) and the Institut Francais de Recherche pour l'exploitation de la mer (IFREMER) and others, allegato alla presente quale parte integrante e sostanziale (all. 1).  
Viene dato mandato al Presidente dell'INGV alla sottoscrizione definitiva dell'atto in questione.

Letto, approvato e sottoscritto seduta stante.

Roma, 30/01/2020

La segretaria verbalizzante  
(Sig.ra Silvana TUCCI)

*Silvana Tucci*

IL PRESIDENTE  
(Prof. Carlo DOGLIONI)

*Carlo Doglioni*

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**JOINT OWNERSHIP MANAGEMENT AGREEMENT**

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**Réf.IFREMER : 17/2216043**

**BETWEEN:**

**ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA (INGV)**, established in Via di Vigna Murata 605, ROMA 00143, Italy

**INSTITUT FRANÇAIS DE RECHERCHE POUR L'EXPLOITATION DE LA MER (IFREMER)**, a French public scientific research agency, whose headquarters are at ISSY-LES-MOULINEAUX - 92138 CEDEX - 155, rue Jean-Jacques Rousseau, represented by its Chief Executive Officer or its duly appointed representative

**HELLENIC CENTRE FOR MARINE RESEARCH (HCMR)**, established in LEOFOROS ATHENS SOUNIO 46.7KM, ATTIKIA ANAVISSOS 19013, Greece

**CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS (CSIC)**, established in CALLE SERRANO 117, MADRID 28006, Spain

**NATURAL ENVIRONMENT RESEARCH COUNCIL - NATIONAL OCEANOGRAPHY CENTRE (NERC)**, established in Polaris House, North Star Avenue, SWINDON WILTSHIRE SN2 1EU, United Kingdom

**MARINE INSTITUTE (MI)**, established in Rinvilla, Oranmore, Co. Galway.H91 R673, Ireland

**UNIVERSITAET BREMEN (UniHB)**, established in Bibliothekstraße 1 - 28359 Bremen, Germany

**INSTITUTO PORTUGUES DO MAR E DA ATMOSFERA (IPMA)**, established in Rua C do Aeroporto 1749-077 Lisboa, Portugal

**INSTITUTUL NATIONAL DECERCETARE-DEZVOLTARE PENTRU GEOLOGIE SI GEOECOLOGIE MARINA (GEOECOMAR)**, established in 23-25 Dimitrie Onciul Street, RO-024053, Bucuresti, Romania

**SLR CONSULTING Ireland Ltd (SLR)**, established in 7, Dundrum Business Park, Dundrum Road, Windy Harbour, Dublin 14, D14 N2Y7, Ireland

**ENGINEERING - INGEGNERIA INFORMATICA SPA (ENG)**, established in Piazzale dell'Agricoltura, 24 - 00144 Roma, Italy.

Collectively designated as "Co-owners", hereinafter individually or collectively referred to as "Party" or "Parties".

## **PREAMBLE**

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Whereas the Grant Agreement n°676555 referred to as "GA" and the Consortium Agreement (CA) about EMSO implementation and operation: DEVelopment of instrument module (EMSODEV).

In the scope of the CA "EMSODEV", the Parties have agreed in article 8 of the CA to conclude a Joint Ownership and Management Agreement (JOMA) regarding the roles, responsibilities and management of the results of EMSODEV.

The Co-owners wish to set the terms and conditions for sharing of their joint ownership and use of these results.

This JOMA excludes Background of the Parties which require a special authorisation by the Owner as it mentioned in Appendix 1 of the CA.

This JOMA includes all the knowhow and results which are described in Appendix A.

This JOMA also sets out the terms and conditions of the mandate given to the leading party dedicated to the management of the Joint Results.

## **DEFINITIONS**

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**Background** means any data, know-how or information - whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights that is held by the beneficiaries before they acceded to the Grant Agreement (GA), and is needed to implement or exploit the results.

**Commercial Exploitation** means any direct or indirect use of the results by a Party for direct or indirect industrial or commercial activities, generating financial income for this Party:

- to its own benefit (or one of its Affiliates),
- to the benefit of third parties, such as sales, material or product leasing, provision of services, grant of licenses, conducted by the Party alone or in association with a third party, or
- to the benefit of any association, grouping and/or consortium, including joint venture, with or without legal personality, with an industrial purpose involving one or more third parties, within which a Party or Affiliate discloses or contributes by disclosure of the results, in whole or in part, to this association, grouping and/or consortium.

**Consortium Agreement (CA)** means the consortium agreement signed by EMSODEV partners.

**Co-owners** mean the parties listed here above that own intellectual property rights on results of EMSODEV's project.

**EGIM** means the EMSO Generic Instrument Module developed by the Parties in the scope of the WP3 of the project and described in Appendix A. There are three EGIMs carried out during the project.

**Grant Agreement (GA)** means the Grant Agreement n°676555 signed by INGV as coordinator with European Commission (EC), and the Beneficiaries had access on.

**Internal Use** means any use of a result by a Party for activities of research, research and development, limited to its own benefit, excluding all Commercial Exploitation with benefits.

**Lead Party** is the Party which is nominated to take the lead in filing, prosecution and management of the Joint IP under Article 3. The European Union funded Horizon 2020 project “EMSODEV” agreement, relating to the Project.

**Needed** (for the implementation of the Project). Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

**Own Results** means any and all technical and/or scientific information and knowledge and/or any and all other type of information, in any form whatsoever, whether patentable or not, and/or whether actually patented or not, including know-how, software (in its source-code or object-code version), drawings, diagrams, designs, formulas, algorithm or any and all other type of information, in any form whatsoever and all the related intellectual property rights, belonging to a Party or held by the latter prior to the Effective Date of this Joint Ownership Management Agreement (JOMA), developed in the frame of the EMSODEV project.

**Project** means the programme of work carried out by the Parties as described in the project plan in the Consortium Agreement relating to the Action entitled EMSO implementation and operation: DEvelopment of instrument module, “EMSODEV”.

**Results** means any (tangible or intangible) output of the GA such as data, knowledge or information including but not limited to intellectual property rights such as technical information, know-how, patent application right, patent right, copyright and trade secrets, etc., whatever its form or nature, whether it can be protected or not that is generated in the GA, as well as any rights attached to it, including intellectual property rights. Results are described in Appendix A.

## **ARTICLE 1 – OWNERSHIP OF THE RESULTS, EGIM PROTOTYPE AND REPLICATED UNITS**

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Results are owned by the Party that generates them.

### **1.1. Joint ownership of results**

Where Results are generated from work carried out jointly by two or more Parties and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties shall have joint ownership of such Results (“Joint Results”).

### **1.2. EGIM prototype and replicated units (physical property)**

Each EGIM, prototype and replicated units assembled under EMSODEV Project, is owned by the Party that bought all its components.



## **ARTICLE 2 - CONDITIONS OF USE AND EXPLOITATION**

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### **2.1. Background**

In Appendix 1 of the CA, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

The Background included can only be used in the scope and during the duration of the Project (August 31<sup>st</sup>, 2019) except specific authorisation of his Owner.

Anything not identified in Appendix A shall not be the object of Access Right obligations regarding Background.

Any Access Rights granted expressly exclude any rights to sublicense unless expressly agreed otherwise in writing by all the Parties concerned.

All requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. The requesting Party must show that the Access Rights are Needed.

### **2.2. Use and Commercial Exploitation of Joint Results**

#### **2.2.1. Use of Joint Results for non-commercial research activities**

Each of the Co-owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other Co-owner(s).

#### **2.2.2. Commercial exploitation of Joint Results**

The Commercial exploitation of Joint Results is managed by the Lead Party.

The Lead Party is entitled to exploit on behalf of the other Co-owners the Joint Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other Co-owners are given:

- (a) at least 45 calendar days advance notice; and
- (b) Fair and Reasonable compensation.

Details on the management are listed in Article 3.

### **2.3. Access rights for Own Results**

#### **2.3.1. Access rights for non-commercial research activities**

Access rights to Own Results and Background for internal research activities shall be granted on a royalty-free basis unless otherwise agreed for Background in Appendix 1 of the CA.

### **2.3.2 Access rights for Commercial exploitation**

Access Rights to Own Results if Needed for Commercial Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access rights to Own Results for Commercial Exploitation shall be granted upon written agreement.

Access Rights to Background if Needed for Commercial Exploitation of a Party's Own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

A request for Access Rights may be made up to twelve months after the end of the Project or after the termination of the requesting Party's participation in the Project.

### **2.4. Additional access rights and exclusive licences**

For the avoidance of doubt any grant of Access Rights or exclusive licences on oOwn Rresults, Background or Joint Results not covered by the Grant Agreement or this the Consortium Agreement shall be at the absolute discretion of the owning Party or Co-owning Parties and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

## **ARTICLE 3 - MANAGEMENT OF THE JOINT RESULTS**

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IFREMER (the "**Lead Party**") shall be responsible for the preparation, filing and prosecution of any applications for patents, designs or other registered rights in respect of the Joint Results, and in which countries of the world such application(s) are to be filled.

The Lead Party shall consult with the Co-owners in good faith regarding the filing, prosecution, exploitation and maintenance of any such applications or granted rights. This consultation shall be carried out in a period of time of 45-days to allow the other Party sufficient time to consider and respond, otherwise it will considered accepted. Any requests by the other Co-owners have to be delivered to the Lead Party in sufficient time in advance to allow it to implement the request. The final decision on the actions to be taken at majority among the Co-owners:

- (a) All direct costs relating to any such applications and granted patents or other registered rights (including filing, prosecution, and renewal fees) shall be borne by the Parties equally.
- (b) The Lead Party shall provide the other Party with invoices for the Fees due to the Lead Party.
- (c) The other Parties shall pay all valid invoices. Interest shall be automatically applied in the event of late payment.
- (d) All amounts stated are to be paid in Euro.

If one Party or the Lead Party does not wish to continue to bear its share of the costs of filing and maintenance of a patent or other registered right in any jurisdiction or territory, then the other Parties shall have the right to file, maintain, and prosecute such protection at its own expense and shall have full control over such filing, maintenance and prosecution, even though the title to any issuing patent will be joint.

## **ARTICLE 4 - DISSEMINATION**

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### **4.1. Dissemination of own Results**

For a period of one (1) year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the GA subject to the following provisions.

Prior notice of any planned publication shall be given to the other Co-owners at least 45 calendar days before the publication.

Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection is justified if:

- the protection of the objecting Party's Results or Background would be adversely affected;
- the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications.

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

#### **4.2. Dissemination of another Party's unpublished Results or Background**

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

In accordance of the GA Article 29.4 and 29.5 all publications or any other dissemination relating to Results shall include the following statement: *"This work is a result of the EMSODEV project that has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 676555."*

The deliverables will also include the following sentence: *"The publication reflects only the author's views and the Community is not liable for any use that may be made of the information contained therein. Neither the EMSODEV consortium as a whole, nor a certain participant of the EMSODEV consortium, warrant that the information contained in this document is capable of use, nor that use of the information is free from risk, and accepts no liability for loss or damage suffered by any person using this information"*.

These statements will have to be translated into the language of the dissemination activity.

### **4.3. Cooperation obligations**

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

## **ARTICLE 5 - MONITORING AND ENFORCEMENT**

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Each Party shall be responsible for monitoring and defending the joint results.

Each Party will, however, notify the other Parties promptly if it has a reasonable basis for believing that the intellectual property attached to the Joint Results has been infringed by a third party or if intellectual property attached to the Joint Results would infringe any intellectual property right of a third party.

The Parties shall equally bear any costs in connection with the law prosecution of third parties infringement of the joint results.

The Parties shall equally bear any costs in connection with claims that the joint Results infringes third parties' intellectual property rights.

## **ARTICLE 6. - IMPROVEMENTS**

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The Parties shall be entitled to continue to carry out the research on the Joint Results.

If at any time during the term of this agreement, one Party discovers or comes into the possession of any improvements or further inventions relating to the Joint Results, the Party shall provide the other Party with information on such improvements or inventions without any delay and free of charge.

In case of exploitation of improvements relating to the Joint Results, the Parties may decide by mutual consent to conclude a new agreement governing those improvements or settle the conditions of this exploitation by amendment.

## **ARTICLE 7. - CONFIDENTIALITY**

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As it provides in section 10 of the CA, 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 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 of non-disclosure under the Grant Agreement, for a period of 3 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

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a machine readable form. 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.

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 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 confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence 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; or
- 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 provision 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, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

### **ARTICLE 8. - USE OF NAMES AND LOGOS**

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The acronym "EGIM" means EMSO Generic Instrument Module and includes the reference to the EMSO observatory array.

Consequently, the Parties are entitled to use the name of EGIM only as "EMSO EGIM" in all their technical or commercial documents or scientific publications.

Any application for a Trademark using or containing the term "EGIM" shall be delegated to the Lead Party which shall be responsible for the completion of formalities and/or granting license agreements in accordance with the common interests of the Parties and pursuant to the mission defined in Article 3 here above.

#### **ARTICLE 9. - APPLICABLE LAW**

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As it provides in article 11.7 of the CA, this agreement shall be construed in accordance with, and governed by the Law of Belgium.

#### **ARTICLE 10. - SETTLEMENT OF DISPUTES**

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As it provides in article 11.8 of the CA, the parties shall endeavour their disputes amicably.

Should a dispute arise between the Parties concerning the validity, the interpretation and/or the implementation of this agreement, they will try to solve it through mediation, according to the rules of Mediation, Brussels.

The Parties undertake not to put end to the mediation before the introductory statement made by each party in joint section.

Should the mediation fail to bring about a full agreement between the Parties putting an end to the dispute, the Parties will submit the dispute to the exclusive court of competent jurisdiction that shall be the Court of Brussels.

#### **ARTICLE 11. - DURATION**

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This agreement shall come into force on the date of signature by each party and shall remain in force and effect for the duration of 10 years after its signature.

The provisions of Article 10 hereinabove shall survive for its own term, notwithstanding the expiration or termination of the Agreement.

#### **ARTICLE 12. - TERMINATION**

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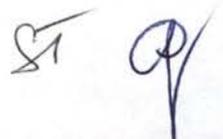
This Agreement shall automatically cease to bind the Parties in respect of any item of Joint Results upon either Party ceasing to hold any legal ownership interest in that Joint Ownership in accordance with this Agreement.

On termination or expiration of this Agreement for any reason, all rights and duties of the Parties with regard to each other shall cease except for rights and remedies which may have accrued prior to termination or expiration and any rights and/or obligations which expressly or by implication are intended to commence, survive or continue in effect on or after termination or expiration.

#### **ARTICLE 13. - NOTICES**

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For all technical notices pursuant to this Agreement, the Parties appoint the following representatives:



Co-owners:

- INGV: Giuditta Marinaro
- IFREMER: Nadine Lanteri
- HCMR: Paris Pagonis
- CSIC: Jaume Piera
- NERC: Andrew Gates
- MI: Diarmuid O'Conchubhair
- UniHB: Robert Huber
- IPMA: Pedro Terrinha
- GEOECOMAR: Vlad Radulescu
- SLR: Nick O'Neill
- ENG: Orazio Viele

**ARTICLE 14. LIST OF APPENDIX**

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APPENDIX A: Description of background and the results.

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In witness whereof, the Parties hereto have caused this Agreement to be executed in 11 (eleven) original documents by their duly authorized representative.

For INGV,

Name: \_\_\_\_\_

Function: \_\_\_\_\_

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Signature \_\_\_\_\_

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**INSTITUT FRANCAIS DE RECHERCHE POUR L'EXPLOITATION DE LA MER**  
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For IFREMER,

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For HCMR,

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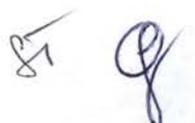
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## APPENDIX A

The instrument module called EGIM, designed during the project EMSODEV, consists in the assembly of existing components, either available off-the-shelf or partner's background and results of the project.

### A1. BACKGROUND

According to the GA (Article n.24) Background is defined as "data, know-how or information (...) that is needed to implement the action or exploit the results". Because of this need, Access Rights have to be granted in principle, but parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTIES	DESCRIBE BACKGROUND
IFREMER	Front end electronic design and technologies of stand-alone observatories based on COSTOF2 as needed for the EGIM development.
	Developments of IFREMER from FixO3 WP12 Task 4 activities.
INGV	No data, know-how or information of INGV should be needed by another party for implementation of the project (art. 25.2 GA) or exploitation of that other Party's results (art. 25.3 GA).
HCMR	Scientific/technical information, data and knowhow (in any form whatsoever), infrastructure and assets belonging to the Hellenic Centre for Marine Research (HCMR) necessary for achieving the goals of the EMSODEV work plan, as specified in the project's Document of Action (DoA).
NERC	No data, know-how or information of NERC should be needed by another party for implementation of the project (art. 25.2 GA) or exploitation of that other Party's results (art. 25.3 GA).
CSIC	No data, know-how or information of CSIC should be needed by another party for implementation of the project (art. 25.2 GA) or exploitation of that other Party's results (art. 25.3 GA).

## A2. LIST OF RESULTS BY CO-OWNERS

ITEM	NATURE AND CONDITION OF USE
Sensors drivers	
Driver for the ADCP	<p>Joint result INGV/IFREMER</p> <p>The owners agreed to give free access to the sensor drivers: the driver library is to be considered as a collaborative work shared between the EGIM users</p>
Driver for the SBE54 and hydrophone	<p>Own result IFREMER.</p> <p>The owner agreed to give free access to the sensor drivers: the driver library is to be considered as a collaborative work shared between the EGIM users.</p>
Other software	
Sensor Software Development Kit	<p>Own result IFREMER.</p> <p>The software is available for the users to develop the sensor drivers for the COSTOF2.</p> <p>Adding a drivers to the software still requires a compilation phase made by IFREMER.</p>
On shore software	<p>Software tools developed by IFREMER-CSIC in order to manage the acquisition and configuration of EGIM in cabled mode. These tools are used to acquire and register sensor and engineering data, and provide mechanism to feed such data to the DMP. The part of these tool based on open source is not considered in the JOMA, only the original part developed during the project.</p>
Source code of the DMP ingestion flow realized within the NiFi tool	<p>Dual license option: 1) open source access (with AGPL V3.0 license) free of charge for no business/commercial usage as well as 2) commercial access with a proprietary software license distributed for a fee (terms and conditions have to be agreed with the owner in case of embedding in commercial solutions).</p> <p>Own result ENG.</p>
Source code of the DMP API ( <a href="https://github.com/EMSODEV/EMSODEV-api">https://github.com/EMSODEV/EMSODEV-api</a> )	<p>Dual license option: 1) open source access (with AGPL V3.0 license) free of charge for no business/commercial usage as well as 2) commercial access with a proprietary software license distributed for a fee (terms and conditions have to be agreed with the owner in case of embedding in commercial solutions).</p> <p>Own result ENG (90%), INGV (10% - the Source code</p>

	of DMP API that generate NetCDF format).
Design of the EGIM hardware	
3D design for a standalone module	Own results IFREMER.
Basic frame (BOM and drawings)	Own results IFREMER.
DPI	Own results IFREMER.
Mooring pin	Own result NERC.
Documents	MAIN AUTHOR &Contributors
D2.4, Final Technical specifications of the EGIM	HCMR, NERC, INGV, IFREMER, CSI, MI, UniHB, IPMA, GEOECOMAR, ENG
D3.1, Sensor test documentation	IFREMER, INGV, HCMR, CSIC, UniHB, IPMA, GEOECOMAR
D3.2, EGIM Design documentation	IFREMER, INGV, HCMR, IPMA, NERC, CSIC
D3.3, EGIM prototype	IFREMER
D3.4, Dry and wet tests report	NERC, IFREMER
D4.4, Final Release of EGIM Test-Bench Framework	CSIC, IFREMER, HCMR, NERC, MI, UniHB, IPMA, GEOECOMAR, ENG, INGV
D4.5, Shallow-water testing	CSIC, IFREMER, HCMR, NERC, MI, UniHB, IPMA, GEOECOMAR, ENG, INGV
D5.2, Tender issue	NERC, INGV, IFREMER
D5.5, Overall validation report and best practices	NERC, INGV,CSIC, IFREMER
D8.4 Exploitation plan	MI, INGV, IFREMER, HCMR, CSIC, NERC, UniHB, IPMA, GEOECOMAR, SLR, ENG
EGIM User Manual	IFREMER