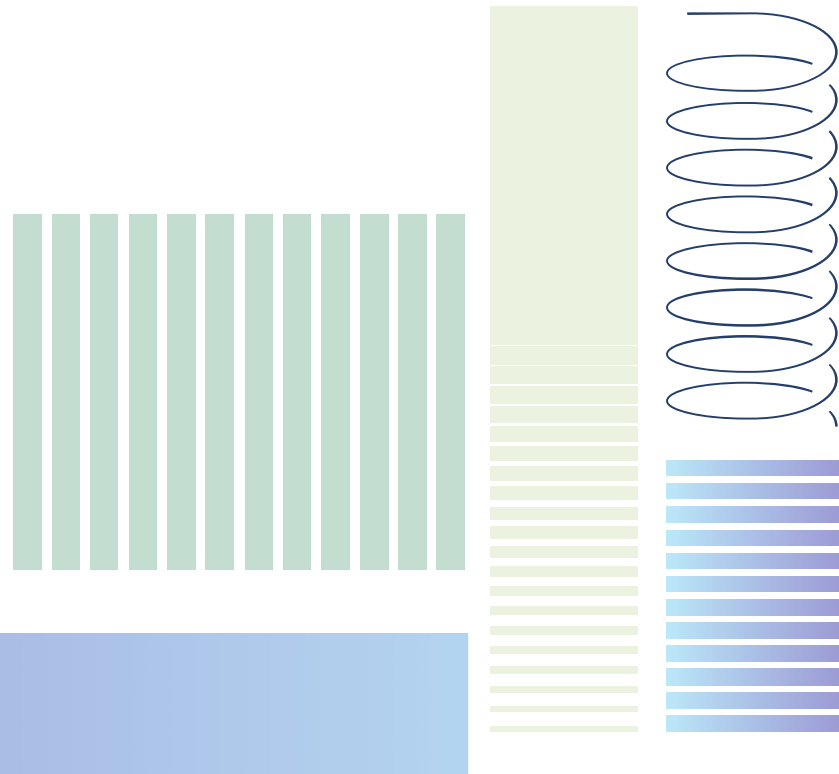


D8.1

Intellectual Property and knowledge management strategy



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List of acronyms	
AAT	Getty Foundation's Art and Architecture Thesaurus
CA	Consortium Agreement
DEM	Dissemination & Exploitation Manager
DoA	Description of the Action
EB	Executive Board
GA	Grant Agreement
IPR	Intellectual Property Rights
JSI	Institut Jozef Stefan
ORD Pilot	Open Research Data Pilot
UNIPA	Università degli Studi di Palermo
UVEG	Universitat de València - Estudi General
WP	Work Package

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Executive Summary

This document presents the strategy for the Intellectual Property Rights (IPR) management of the SILKNOW project. It outlines the management structure set in place to manage issues concerning IPR and includes a discussion of the background provided for the project by some of the partners, when this involves some kind of limitations for implementation and exploitation. Finally, it also develops the policies related to open access to the project's results, in a number of areas.

1 INTRODUCTION

This deliverable presents SILKNOW's IPR and knowledge management strategy, outlining initial aspects and specific procedures to ensure the wide accessibility and availability of all outcomes produced by the project. The main goals for these tasks are the following:

- To share effectively the knowledge among partners in order to advance the research objectives.
- To disclose the project's knowledge and results safely.
- To promote rapid dissemination of information and project results for the public good.
- To prevent or discourage its unauthorised use by others.
- To provide proof of knowledge ownership.

Each project partner will make reasonable and good faith efforts in order to achieve these goals. Additionally, the handling of IPR in SILKNOW will respect Horizon2020's rules concerning exploitation and dissemination of project results, including their protection through intellectual property. This deliverable is in line with the provisions laid down in the Consortium Agreement (CA) and the General Agreement (GA).

2 BASES FOR AN EFFICIENT KNOWLEDGE MANAGEMENT

The proper management of IPR and knowledge generated or involved in SILKNOW is a shared responsibility of all partners. Additionally, project partners that are public research bodies and universities have committed to take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the [Commission Recommendation on the management of intellectual property in knowledge transfer activities](#), in accordance with article 23a1 of the GA.

At the operational level, UVEG is responsible for Task 8.1 (IPR and knowledge management). Prof. Ester Alba holds the position of Dissemination & Exploitation Manager within SILKNOW, and is thus in charge of this area, as set forth in section 3.2.1.1 of the Description of the Action (DoA), Part B:

The Dissemination & Exploitation Manager (DEM) will be responsible for the exploitation and dissemination of the results obtained within the project. The DEM will be supported by the Technical Managers within the Executive Board. The exploitation of individual project results will be carried out straightforward by the involved partners. The DEM will coordinate these activities and [...] the exploitation and dissemination possible interests in the consortium regarding IPR.

Knowledge management within SILKNOW, therefore, is a mutual obligation between all partners. Any relevant knowledge generated within the project must be notified to the DEM, who in turn must identify any possibly protectable IPRs, including those not foreseen in this document, and specify their treatment. In that regard, she must (see section 3.2.2 of the the DoA, Part B):

- “address the ownership of anything new that is developed within the project”, that is, determine whether it is a case of individual or joint ownership;
- and take action regarding “all those new elements to be exploited by both the consortium and third parties”.

Handling IPR properly during the project implementation assumes particular importance as the management and ownership of the results is the basis for any future exploitation. As regards ownership of results, the traceability of people involved with each item of generated knowledge will be enforced from all partners. Both the GA and the CA specify the treatment due for individual results (see GA article 26.1 and CA section 8.1) and joint results (see GA article 26.2 and CA section 8.2). The DEM is tasked with enforcing compliance with the principles established in those sections of the agreements.

Any possible disputes about IPR will be settled, initially, through deliberation within the project’s Executive Board (EB). If it becomes impossible to reach a consensus on the issue between the EB and the involved partner(s), the next General Assembly will have authority to make a decision, after due deliberation and respecting all the formal procedures established in this regard within the CA (section 6). Any further resource to arbitration or mediation mechanisms will have to be approved by the General Assembly. Beyond that, any legal action started by any of the project partners should follow the stipulations in sections 11.7 and 11.8 of the CA.

3 ACCESS TO BACKGROUND FOR IMPLEMENTATION AND EXPLOITATION

Each partner has identified the know-how and background¹ that they are bringing to project, specifying their intended usages, without infringing existing IPR obligations. The consortium and each partner have determined the protection to establish for any presumable usage of background outside the project. Background access rights are established in article 25 of the GA and section 9.1 of the CA.

With the limitations listed below, all partners have agreed that no data, know-how or information of their own shall be needed by another partner for implementation or exploitation of the project.

Background subject to limitations...	... for implementation	... for exploitation
<p>JSI:</p> <ul style="list-style-type: none"> • Videlectures.net • Wikifier.ijs.si • XLing.ijs.si • http://qminer.ijs.si/ 	<p>The described background will be made accessible to project partners for the purpose of the project as defined by its tasks.</p>	<p>Prior to exploitation involving any of the stated background, consent must be obtained from JSI.</p>
<p>UNIPA contributes to the project with historical research and technical analysis of textile artefacts, belonging to a network of ecclesiastical museums in Sicily, which hold important valuable digital collections and textile artefacts.</p>	<p>No limitations.</p>	<p>Subject to the conditions established within the network of ecclesiastical museums to which UNIPA belongs.</p>
<p>Garín 1820 contributes to the project with its knowledge about weaving with 19th-century manual looms, in order to understand the inner structure of historical fabrics. Additionally, it contributes with cataloging records from its collection.</p>	<p>No limitations.</p>	<p>Since a small number of historical patterns are still employed by today's textile industries, there is a slim chance that some versions or variants might have been patented by third parties. In order to avoid lawsuits for copyright infringement, Garín 1820 will be entitled to reduce information about some pieces from its collection, on a case-by-case basis. These limitations or conditions for exploitation will be clearly indicated alongside those images or associated records.</p>

¹ GA, article 24.1: "‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that: (a) is held by the beneficiaries before they acceded to the Agreement, and (b) is needed to implement the action or exploit the results."

<p>EURECOM</p> <ul style="list-style-type: none"> • Meta Named Entity Extractor NERD: https://github.com/NERD-project • Named Entity Extraction and Disambiguation framework ADEL: https://github.com/D2KLab/adel • Named Entity Contextual Disambiguation: https://github.com/D2KLab/relink • Sentiment Analysis framework SentiME: https://github.com/D2KLab/sentime • entity2vec: https://github.com/D2KLab/entity2vec • HyperTED: https://github.com/D2KLab/HyperTED • Exploratory Search Engine Overture and DORE-MUS music dataset + recommendation tool: https://github.com/DORE-MUS-ANR 	<p>Licensed under Apache 2 license</p>	<p>Licensed under Apache 2 license</p>
<p>EURECOM</p> <ul style="list-style-type: none"> • Exploratory Search Engine City Moove and tourism dataset: https://github.com/3cixty/ 	<p>Commercially exploited by Data Moove SAS</p>	<p>Commercially exploited by Data Moove SAS</p>

4 ACCESS TO RESULTS

SILKNOW fully adheres to Horizon2020's [open access policy](#). Accordingly, and in order to advance the full accessibility of cultural heritage and promote the re-use of its data by anyone interested, the project is going to ensure open access to its research results. As established in the Programme's regulations, this includes both scientific publications and research data. In this last regard, the project has also adhered to the Open Research Data Pilot (ORD Pilot). Since ORD's stipulations mostly concern

the Data Management Plan (to be developed within Deliverables 2.5 and 8.6), only a brief introduction will be provided here.

4.1 Results: open access to publications

A first venue for the access to the project's results will be scientific publications, as established in article 29.2 of the GA. SILKNOW will exploit both routes to open access publishing:

1. "Gold" open access for all scientific peer-reviewed publications that are going to be made available by the publisher immediately after peer-review and editorial processing, at no cost to the readers. For that purpose, the corresponding economic cost has been considered in the project budget. These articles will also be made accessible through other repositories upon publication.²
2. "Green" open access (self-archiving) for all other publications. Authors will deposit the final peer-reviewed manuscript in a public repository, thus ensuring access to the publication within at most 6 months (12 months for publications in the social sciences and humanities). This will be done by agreement with the publisher of the text, or independently from them in no such agreement was deemed necessary by both parties.

SILKNOW's main resource for the dissemination and permanent hosting of the project's publications is Instituto Cervantes' Electronic Library. The project will actively disseminate any of its publications through its main website (www.silknow.eu) and other websites, too. Data repositories from project partners are available, such as RODERIC from UVEG, an open access repository of scientific information. In addition, each partner may make accessible this information through its own institutional websites or digital repositories.

Finally, the project foresees a variety of deliverables as confidential (see table 1.3.2. in Part A of the DoA). The reasons for these limitations are either administrative or in order to protect the results before they can be published through ordinary scientific channels.

4.2 Results: open access to research data

SILKNOW involves the gathering, harvesting, processing, elaboration and open dissemination of large amounts of digital data. The particular treatment of each data variety is specified in the following pages

² The 'underlying data' (the data needed to validate the results presented in scientific publications), including the associated metadata (i.e. metadata describing the research data deposited), will also be made accessible on a digital repository, as soon as possible.

of this document. Some general provisions apply, however, following the stipulations in the ORD Pilot³ and in article 29.3 of the GA.⁴

The project will present all the digital information delivered by its data providers within an interactive digital repository accessible in its own website. The underlying dataset will be openly accessible/re-usable. Accessible means Open Access, defined as free internet access for anyone, be it immediately or after an embargo period. Re-usability encompasses both the technical (the technical standards used are compatible) and legal (the necessary rights are in place for other users to use the dataset) aspects. This includes curated data, not directly attributable to a publication, and raw data, including the associated metadata, as specified and within the deadlines to be laid down in the Data Management Plan.

UVEG is committed to the hosting and maintenance of the web server in its Data Center during the entire project and for -at least- three years after its finalization. Beyond that, additional resources and partnerships will be actively promoted, in order to find long-term solutions for this digital repository, but no permanent commitment can be made in this regard.

4.2.1 Records from silk heritage collections

4.2.1.1 *General issues*

Two kinds of institutions can act as data providers for SILKNOW:

- Project partners: some of them are direct content providers of historical information, digital records from their silk heritage collections, etc.
- Collaborating institutions: museums, collections and any other institutions that own or manage historical silk heritage, and agree to provide all or part of their digital information about that heritage, for its usage within the project. These institutions are not formally “project partners”, but they are close collaborators with SILKNOW. While they receive no funding from the

³ See https://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/oa_pilot/h2020-hi-oa-pilot-guide_en.pdf, p. 10, steps 1 and 2.

⁴ “Regarding the digital research data generated in the action (‘data’), the beneficiaries must:
(a) deposit in a research data repository and take measures to make it possible for third parties to access, mine, exploit, reproduce and disseminate — free of charge for any user — the following:
(i) the data, including associated metadata, needed to validate the results presented in scientific publications as soon as possible;
(ii) other data, including associated metadata, as specified and within the deadlines laid down in the ‘data management plan’
(b) provide information — via the repository — about tools and instruments at the disposal of the beneficiaries and necessary for validating the results (and — where possible — provide the tools and instruments themselves).”

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Commission, they can benefit from the guidance and support provided by the project, if so they wish.

Regarding IPR for this data, SILKNOW builds on existing practices and frameworks: mostly, on [European Licensing Framework](#) and its four elements. [Europeana Fashion's IPR guidelines](#) are also an invaluable source of guidance.

Records usually comprise text and images of the pieces in the collection. Data providers have full choice as to what records they wish to provide to the project, whether in part or in full, and the degree to which they are to be made available online, in accordance with national laws and local management rules. The project is interested only in information that might be of scholarly use. Administrative data about the objects (such as their economic value, insurance, transport restrictions, storage location, etc.) is not interesting for the project, and therefore will not be used.

SILKNOW will not resell or in any other way obtain economic profit from the exploitation of the digital records. The project will always give credit to the digital record's owning institution. All usage or visualization of the digital information about the object will include a link in order to direct users towards the owning institution's website, catalogue, or electronic resource of their choice.

Regarding long-term sustainability, the project's main policy is to accompany and guide collaborating institutions in becoming data providers for Europeana, thus ensuring their own responsibility and proper management of digital information. Data providers should not rely on SILKNOW as an independent, long-term repository of their collections' digital information.

4.2.1.2 Agreements

The technical possibilities for the input of existing data are very diverse, and involve different IPR requirements. No agreement will usually be necessary to harvest data from institutions that have already made their collections openly accessible as Linked Open Data, since they usually provide them within very broad schemes of access and reuse. In other contexts, often involving the input of large data dumps from the providers' collections management systems, IPR agreements will be necessary.

The general outlines mentioned in the previous section can be adapted to the particular circumstances of each data provider, as long as such adaptations do not render impossible the project's main goals. Where restrictions on images may apply, for instance, a data provider may choose to provide high-resolution images only for the internal operation of the system, but to supply the general repository users with a low-resolution version instead.

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For the preparation of specific agreements, the models provided by RightsStatements.org are a trusted reference. Agreements with data providers will be based on the rights' structure devised within [Europeana Digital Licensing Framework](#) (p. 8).

1. In the first layer are the (physical) objects held by the contributing organizations. In the case of SILKNOW, textiles, drawings, *mises-en-carte*, written records, or any other associated documentation. All intellectual property rights of the objects remain exactly the same. Since the project is focused on objects made between the 15th and the 19th century, this has no practical consequences, as they all have already entered the public domain.
2. In the second layer are digital objects representing these physical objects. These can be photographs, scans, transcriptions, models, videos, audio recordings or any other type of digital file that represents a physical object. There can be multiple digital objects relating to one physical object. All intellectual property rights that these digital records might have remain exactly the same.
3. In the third layer, and for the purpose of making them visible and therefore discoverable within the project's repository, SILKNOW creates previews of the digital objects. These previews can be versions of digital image files, excerpts from text files or other representations of the digital objects held by the contributing institutions. Data providers grant SILKNOW the right to publish this metadata.
4. In the fourth layer, SILKNOW collects descriptive metadata about the digital objects from its providers. This descriptive metadata contains information about the digital and physical object and includes factual information (such as titles, authors and dates) as well as descriptions and relationships to other objects. Data providers grant SILKNOW the right to publish this metadata.

4.2.2 Multilingual thesaurus

SILKNOW will produce a thesaurus specialized in silk heritage. It will be developed in four languages: English, Spanish, French and Italian. It will be built as an extension to the Getty Foundation's [Art and Architecture Thesaurus](#) (AAT), broadening and deepening its coverage of silk-related terms. Nevertheless, it will work as a standalone resource within SILKNOW's repository, allowing for multilingual access to information in any of these four languages.

IPR of the thesaurus will follow these general specifications:

- No economic rights will be derived from its development, usage or dissemination.
- It will be made available as Linked Open Data, following Horizon2020's policies, and the increasing practice among museums and heritage institutions.

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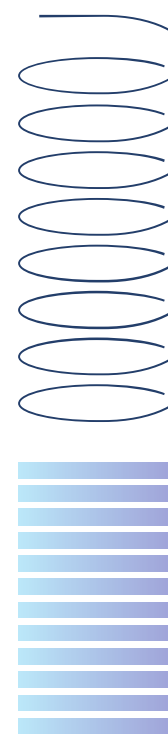
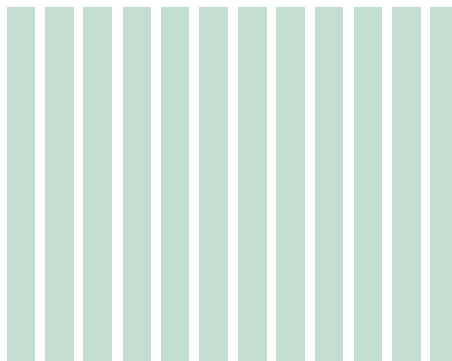
- Moral rights from the individual or institutional contributors will be duly acknowledged, following common usage.
- Since it will be built as an extension to the AAT, by the end of the project the resulting data will be freely offered to the Getty Vocabularies Program, in case they wish to improve and expand their coverage of information about silk, textiles, etc. In any case, the thesaurus as an autonomous resource will be freely available for re-use, download and further adaptation by anyone who wishes to do so.

4.2.3 Software and hardware

Project partners will distribute, under [free](#) and [open source](#) licenses, all software tools to be developed within SILKNOW: for instance, the visualization components of the spatio-temporal map and the Virtual Loom module integrated in the project's web based search engine, all developed in WP5.

When the project finishes, after an adaptation period time (less than six months) the source code of all the tools developed in the project will be uploaded in the [Github development platform](#). The URL of the published source code will be available in [the website of the project](#).

MonkeyFab may apply expertise and know-how gained through its involvement in SILKNOW for the development of new hardware products, such as 3D printers intended for the textile industry. Such developments (under Task 5.3) will be reported within Deliverable 5.3, and might result in actions by this partner, protecting their individual intellectual ownership.



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