



Deliverable D8.07

Report of IPR & licensing policies

WP 8 – Openness with other activities, dissemination and exploitation of results

Task 8.2 – Exploitation, business planning and IPR & licensing policies

Revision: Final

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Statement of originality

This deliverable contains original unpublished work except where clearly indicated otherwise. Acknowledgement of previously published material and of the work of others has been made through appropriate citation, quotation or both.



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Acronyms

| | |
|-------------|-------------------------------|
| CA | Consortium Agreement |
| CC | Creative Commons |
| CPL | Common Public License |
| DB | Data Base |
| EC | European Commission |
| EU | European Union |
| EULA | End-User Licence Agreement |
| EUPL | European Union Public License |
| FOSS | Free and Open Source Software |
| GA | Grant Agreement |
| GPL | GNU Public License |
| IPR | Intellectual Property Rights |
| OSL | Open Software License |
| QoS | Quality of Service |
| PSI | Public Sector Information |
| SLA | Service Level Agreement |

1 Introduction

The human society has always been interested in economic development and increasing the quality of life. In order to achieve it, there is a great need for continuous technological development. The main role play inventions and just a brief insight into the world statistics can confirm this. Nowadays, there are more patents and other forms of protection of property rights than ever before. The society is interested to support the research and development, to stimulate them, but also to protect inventors giving them the monopoly on the exploitation of their creativity. The protection of intellectual property rights encourages the creativity and economic activity, and contributes to the economic development.

Intellectual property protection is one of the most harmonized legal areas. The laws on the protection of intellectual property in most countries in the world follow the same principles and only slightly differ. There are two main world organizations that follow the protection of property rights: World Intellectual Property Organization and the World Trade Organization. The Agreement on Trade-Related Aspects of Intellectual Property Rights is one of the most important international documents that defines minimum standards for many forms of intellectual property regulation.

The SLOPE project introduces an integrated forest information system for the optimization of forest production where remote sensing (UAV) and on-field surveying systems are used to build a 3D forest model to support the entire wood process, from tree RFID tagging to cut and debranched logs sent to the sawmills. All the elements used and generated by the SLOPE project should be protected by the appropriate IPR and licensing policies. Therefore, the goal of this document is to provide a clear definition of IPR and licensing policy, to identify each element used or generated by the project that can be under a license, and to define which kind of license should be applied to them.

The document is structured in two main parts. The first part of the document brings definitions of IPR and licensing policies that have to be adopted by the partners, while the second part defines all the resources used and generated by the project to which will be assigned a license. For each resource is indicated the corresponding license.

2 Definitions of IPR and licensing policies

IPR and licensing policies are based on declarations and rules contained in the Grant Agreement document (Annex II - General conditions, Part C), signed by all the partners at the beginning of the project.

Intellectual property rights are the exclusive rights given to a person over the creations of his mind. There is a large variety of intellectual property rights, such as patents, copyright, industrial design rights, trademarks, plant variety rights, trade dress, etc.

A license can be defined as a permission or authorization to use certain (licensed) material.

A number of elements were used and generated by the SLOPE project (hereafter “resources”) that can be under a license. In particular, there are two main groups of resources:

1. The ones used by the project and provided by third parties (like operative systems, hardware, data that generally inherit the license’s conditions set by the original producer) and that are grouped as “Background”;
2. The new ones, generated by the SLOPE partners and that are under a license defined and agreed by the partners. These resources are grouped here as “Foreground”.

Both, “background” and “foreground” SLOPE resources are hereafter considered:

| Types of resources | Examples | Background / Foreground |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Data | <ul style="list-style-type: none"> - Input - Output (generated) - Mailing lists contacts - Social media accounts | B / F |
| Documents | <ul style="list-style-type: none"> - Literature and reference documents - Scientific papers - Project reports - Project training manuals - Methods and algorithms - Project logos, images, acronym and templates - Project videos, presentations and multimedia - Project newsletters, leaflets and other dissemination material | B / F |

| | | |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Hardware | <ul style="list-style-type: none"> - Processor head prototype - Rope Launcher Easer - Intelligent chockers - Tracking prototype | F |
| Software | <ul style="list-style-type: none"> - SLOPE platform <ul style="list-style-type: none"> o Server-side components o Clients-side components (Mobile and Desktop) o Algorithms and processing workflows - Project website | F |

Table 1: SLOPE types of resources

2.1 Background resources

The “Background” resources are intellectual property rights owned by or licensed to a project partner at the start of the project. They are regulated on the access rights defined by the original owner of them. It is important to note that when the resource has been modified or elaborated in the project, it is not possible to overtake the original license constraints.

Although there may be some peculiarities, the following “general” statement may be applied to background resources:

Each partner is to be considered the responsible party of the “background” resources produced by the partner itself (owner), or used by the partner during the project (manager).

All the other partners of the project may ask for freely use all the resources brought and shared from the other partners.

If known and feasible, a licence should be assigned by the responsible partner to all resources owned or managed.

Regarding “background” of hardware tools and machines, the intellectual property of single solutions or the whole resource is protected by national or international patents. Furthermore, hardware resources used in the project must fulfil and feature the European conformity marking (CE), which is compulsory for goods marketability in the EU area. This is, for instance, the case of the processor head used as base for the development of the prototype.

Machines, instruments and tools are accompanied by a “User Manual”, setting the instructions for the appropriate use of the item as well as its technical limits, and safe use prescriptions. By following the guidelines of the “User Manual” of a CE marked machine, the use of the device falls within the local laws regulating the specific commercial activity (e.g. forest works).

As anticipated, the CE marking is lost if the resource has been modified within the project's activity, and shall be classified as "prototype", whose use and testing is regulated by specific rules.

2.2 Foreground resources

The "Foreground" resources are the elements (information, materials, knowledge etc.) generated in the project, whether or not they can be protected. "Foreground" includes intellectual property rights, similar forms of protections (e.g. *sui generis* right for databases) and unprotected know-how (e.g. confidential material).

According to the Grant Agreement (Annex II - General conditions, Part C), the foreground resulting from the project should be the property of the partner that has generated it. When the foreground is generated jointly, it will be jointly owned, unless the partners concerned agree on a different solution.

Licensing terms are not backed by the international IP treaties, nor by IP law. The law of each nation regulates the use, or proper use may be defined within the license itself.

There are many licenses and probably neither one license meets everybody's needs. For example, for software, licensing decisions can affect which libraries can be used as well as the size and character of the community that gathers around a project. In this case, licensing decisions have to be taken and subscribed by the partners all together, considering the project's goals, resources, community and philosophy.

The choice of the most suitable intellectual property protection tool has to be carefully made, in order to make the resources protected in the most adequate and effective manner and in accordance with the other partners' legitimate interests. The following table shows different types of IPR for foreground resources.

| Types of intellectual property rights for the protection of foreground | | | | | | |
|------------------------------------------------------------------------|--------|---------------|-------------------|-----------|------------|--------------------------|
| Subject matter | Patent | Licence model | Industrial design | Copyright | Trade mark | Confidential information |
| Invention (e.g. device, process, method) | x | x | | | | x |
| Software | x | x | | x | | x |
| Scientific article | | | | x | | |
| Design of a technology | | | x | x | | x |
| Name of a technology | | | | | x | |
| Know-how | x | x | | | | x |
| Website | | | x | x | x | x |

Table 2: Types of IPR for foreground resources¹

The protection of intellectual property rights for hardware resources developed within the project will be protected by “Patents” covering single solutions and designs or whole systems. Otherwise, the resources will be classified as “Confidential Information” used for the development of the project, for instance in the case of hardware whose patent has not been requested yet for lack of all the necessary elements or where patent is pending.

2.3 License types

There is a large number of licenses that can be applied to a certain resource. It is noteworthy that data and software without license are not free nor may be assumed in public domain; if the license is not specified, it should be assumed that they are copyright protected².

Copyright is a legal right created by the law of a country that grants the creator of an original work the exclusive rights to its use and distribution, usually for a limited time, with the intention of enabling the creator to receive compensation for his intellectual effort³. It is a form of intellectual property, applicable to any expressible form of an idea or information that is substantive and discrete.

Directive 2006/116/EC of the European Parliament⁴ on the term of protection of copyright and certain related rights determined the harmonised duration of copyright at 70 years from the death of the author (*post mortem auctoris*) or 70 years after the work is lawfully made available to the public, and for related rights at 50 years after the event which sets the term running.

The directive also accords copyright to the publisher of a public domain work which was previously unpublished, for 25 years after the date of lawful publication or lawful communication to the public.

At the European level the subject matter of copyright is not completely harmonized. This phenomenon concerns public sector works as well. The result of the merely partial harmonisation of originality is that not even the same works will be deemed as copyrightable (public sector information specific or not).

¹ IPR Management in the Competitiveness and Innovation Framework Programme (https://www.iprhelpdesk.eu/sites/default/files/newsdocuments/IP_Management_in_CIP.pdf)

² <http://www.gnu.org/licenses/license-list.en.html> - NoLicense

³ Copyright, <https://en.wikipedia.org/wiki/Copyright>

⁴ Directive 2006/116/EC of the European Parliament, http://eur-lex.europa.eu/legal-content/EN/ALL/;ELX_SESSIONID=hdCFJp6hpJdZDDDFYhQ2Gy49m81D1FmkZ1JrHXNI24xyWW4yHpLP!2139346679?uri=CELEX:32006L0116

However, the respective Directives impose the threshold of originality (“author’s own intellectual protection”) on the databases and software.⁵

2.3.1 Licenses for software and hardware

A software license is a legal instrument governing the use and distribution of software. It usually grants an end-user permission to use one or more copies of software.

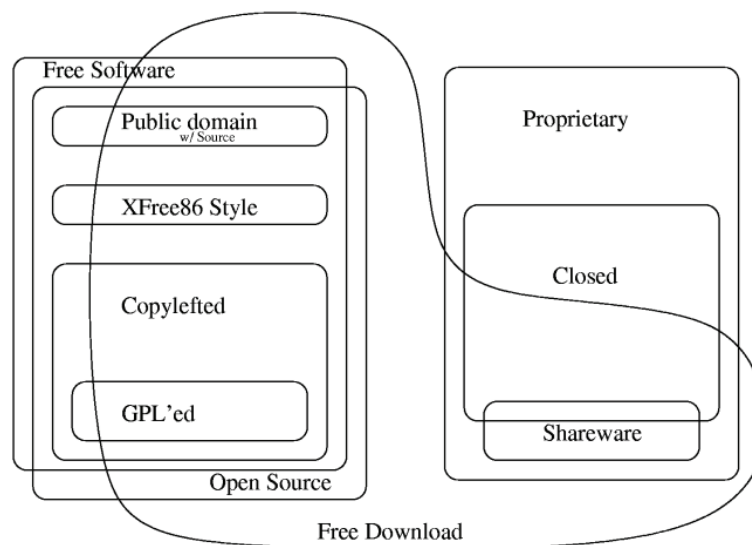


Figure 1: Software licenses⁶

Different components may be covered by different licenses. Therefore, determining whether the various licenses involved are compatible is important, especially when the aim is to redistribute the application to third parties.

There are two general categories of software licenses:

1. **Proprietary licenses**, where the software publisher grants the use of one or more copies of software to the end-user, but the ownership of those copies remains with the software publisher (certain rights regarding the software are reserved by the software publisher).
2. **Free and open source licenses**, that comprise those licenses with the aim to have minimal requirements about how the software can be redistributed (*permissive licenses*), and the other ones that aim to preserve the freedoms that are given to the users by ensuring that all

⁵ Best practices in IP, <http://www.lapsi-project.eu/sites/lapsi-project.eu/files/D3.1BestPracticesIPPO.pdf>

⁶ Software license, https://en.wikipedia.org/wiki/Software_license

subsequent users receive those rights (*copy left licenses*). Licenses for open source solutions grant the recipient a piece of software extensive rights to modify and redistribute that software. The development of open source solutions is generally done by adapting and integrating multiple existing components.

Permissive licenses (BSD, MIT, X11, Apache, Zope) are generally compatible and interoperable with the most of other licenses, tolerating to merge, combine or improve the covered code and to redistribute it under many licences (including proprietary).

Copy left licenses impose the use of the same license as soon the distributed work is a derivative of the covered work. To avoid software appropriation by third parties, a majority of open source projects have adopted copy left licensing terms.

According to the *gnu.org* website "free software" definition, there are four levels of freedom⁷:

- 0 – The freedom to run the program, for any purpose.
- 1 – The freedom to study how the program works, and change it to have the desired behaviour. Access to the source code is a precondition for this.
- 2 – The freedom to redistribute copies to help your neighbour.
- 3 – The freedom to distribute copies of the modified versions to others. This can give the whole community a chance to benefit from the changes made. Access to the source code is a precondition for this.

Possible Free and Open Source Software copy left licenses are:

- European Union Public License (EUPL)⁸
- GNU General Public License (GPL)⁹
- Open Software License (OSL)¹⁰
- Common Public License (CPL)¹¹
- Eclipse Public License¹²
- CEA CNRS INRIA Logiciel Libre (CeCILL)¹³

Other possible licenses are available on the *Open Source Initiative* website¹⁴.

⁷ GNU, <http://www.gnu.org/philosophy/free-sw.en.html>

⁸ EUPL, <https://joinup.ec.europa.eu/software/page/eupl/licence-eupl>

⁹ GNU General Public License, <http://www.gnu.org/licenses/gpl.html>

¹⁰ Wikipedia: Open Software License, http://en.wikipedia.org/wiki/Open_Software_License

¹¹ Wikipedia: CPL, http://en.wikipedia.org/wiki/Common_Public_License

¹² Wikipedia: Eclipse Public License, http://en.wikipedia.org/wiki/Eclipse_Public_License

¹³ Wikipedia: CeCILL, <http://en.wikipedia.org/wiki/CeCILL>

The protection of hardware is different as it relies more heavily on the patent law, than on copyright law. Copyright license may control the distribution of the source code or design documents, while the patent license may control the use and manufacturing of the physical device build from the design documents.

Similarly to open source software, some of the licenses mentioned above may also be applied to “*open source hardware*” (e.g. GPL). Open source hardware is hardware whose design is made publicly available so that anyone can study, modify, distribute, make, and sell the design or hardware based on that design¹⁵.

Some of the noteworthy open hardware licenses are:

- TAPR Open Hardware License¹⁶,
- CERN Open Hardware License¹⁷,
- The Solderpad License (closely based on the Apache software license, but more appropriate for hardware use)¹⁸.

2.3.2 Licenses for datasets, document and other types of resources

Except software and hardware licenses, datasets, documents and other resources used or generated in the SLOPE project can also be protected.

The European Commission’s “*Guidelines on recommended standard licences, datasets and charging for the reuse of documents*”¹⁹ refers to licensing provisions and states: “*In order to proactively promote the re-use of the licenced material, it is advisable that the licensor grants worldwide (to the extent allowed under national law), perpetual, royalty-free, irrevocable (to the extent allowed under national law) and non-exclusive rights to use the information covered by the licence*”.

In the case of SLOPE project, dataset used have been provided by local public sector bodies as well as private companies. More in details, the following cadastral and public data have been made available for free from the Trentino region:

- copse areas
- provincial forests areas

¹⁴ Open Source Initiative, <http://opensource.org/licenses/category>

¹⁵ Open Source Hardware Association, <http://www.oshwa.org/definition/>

¹⁶ TAPR Open Hardware License, <https://www.tapr.org/ohl.html>

¹⁷ CERN Open Hardware License, <http://www.ohwr.org/projects/cernohl/wiki>

¹⁸ The Solderpad Hardware License, <http://solderpad.org/licenses/>

¹⁹ EC Guidelines on recommended standard licences, datasets and charging for the reuse of documents, <http://ec.europa.eu/digital-agenda/en/news/commission-notice-guidelines-recommended-standard-licences-datasets-and-charging-re-use>



- forest roads
- high forest areas
- high voltage lines
- pipelines
- roads
- unproductive land areas
- wooden cliff areas

The following cadastral and public data have been made available for free from the Austrian Open Data Portal (www.data.gv.at) for the Salzburg region:

- Soil functions
- Biotope mapping
- Lakes
- Rivers
- Hydro power pipelines
- Hydro power stations
- Water protection areas
- Water conservation area
- Springs
- Lift systems
- Ski slopes
- EU Bird Protection Directive Areas
- EU Flora-Fauna-Habitat Directive Areas
- Ramsar Areas
- EU game reserve
- Flora reserve
- National parks
- Nature protection areas
- Nature parks
- Natural monument
- Landscape and lakes conservation area
- Nature reserves
- Landscape reserves
- EU protection areas
- Street and road network
- Footpaths
- Touristic bicycle lanes
- Forests
- Contours
- Slope
- Exposition
- Digital Terrain Model in 10 m resolution
- Hill shade
- Administrative boundaries
- Moor
- Geomorphology



- Grassland
- Shrubs
- Acres
- CLC 2012 - Corine Landcover Classification
- OneGeology GBA - Geological map of the bedrocks of Austria
- Cultural landscapes
- Geology
- Wetlands

The Austrian Federal Forests have provided a digital forest management plan for the forest district of Annaberg. The data may be used only for the SLOPE project and for non-commercial purposes.

DTM and DSM, derived from ALS, 1 m resolution, ASCII files, have been provided for free from SAGIS (www.salzburg.gv.at/sagis) for the Austrian demonstration area. The data may be used only for non-commercial purposes.

Satellite multispectral imageries such as:

- orthophoto CCCI
- orthophoto CHL
- orthophoto NDRE
- orthophoto NDVI

have been bought by partner FlyBy, while NIR and RGB imageries have been acquired by partner Coastway with a UAV flight. Additionally, terrestrial laser scan point cloud data has been provided by partner Treemetrics while DSM and tree models constitute part of the derived information build on top of the aforementioned data.

These datasets, as well as the derivative datasets created using the SLOPE platform, shall be licensed, possibly applying open standard licences, like the Creative Commons (CC) licenses, that allows the re-use of PSI without the need to develop and update custom-made licenses at national or sub-national level.

Possible licenses conformant to the Open Knowledge Definition²⁰ are:

- Creative Commons CCZero (CC0)²¹
- Creative Commons Attribution (CC BY)²²
- Creative Commons Attribution-ShareAlike (CC BY-SA)²³
- Creative Commons Attribution-NoDerivatives (CC BY-ND)²⁴

²⁰ Open Definition, <http://opendefinition.org/od/>

²¹ Creative Commons CC0, <http://creativecommons.org/publicdomain/zero/1.0/>

²² Creative Commons Attribution, <http://creativecommons.org/licenses/by/4.0/>

²³ Creative Commons Attribution-ShareAlike, <http://creativecommons.org/licenses/by-sa/4.0/>

- Creative Commons Attribution-NonCommercial (CC BY-NC)²⁵
- Creative Commons Attribution-NonCommercial-ShareAlike (CC BY-NC-SA)²⁶
- Creative Commons Attribution-NonCommercial-NoDerivatives (CC BY-NC-ND)²⁷
- Open Data Commons Attribution License (ODC-BY)²⁸
- Open Data Commons Open Database License (ODbL)²⁹
- Open Data Commons Public Domain Dedication and License (PDDL)³⁰

Manuals, textbooks or other written documents can also be protected by GNU Free Documentation License (FDL) that is a kind of copy left license, which means that derivative works of the document must be free in the same sense. It complements the GNU General Public License, which is, as mentioned before, a copy left license designed for free software. The GNU Free Documentation License is designed to be used for manuals for free software, because free software requires free documentation, but it can also be used for any textual work, regardless of subject matter or whether it is published as a printed book.

As an example, the licenses to be applied to “foreground” resources related to the SLOPE project may be the following:

| Types of resources | Foreground resource | Possible licenses |
|--------------------|--------------------------------------------------------------------------------------------------|-------------------|
| Data | <ul style="list-style-type: none"> - Tree models - Digital surface model | CC BY |

²⁴ Creative Commons Attribution-NoDerivatives, <http://creativecommons.org/licenses/by-nd/4.0/>

²⁵ Creative Commons Attribution-NonCommercial, <http://creativecommons.org/licenses/by-nc/4.0/>

²⁶ Creative Commons Attribution-NonCommercial-ShareAlike, <http://creativecommons.org/licenses/by-nc-sa/4.0/>

²⁷ Creative Commons Attribution-NonCommercial-NoDerivatives, <http://creativecommons.org/licenses/by-nc-nd/4.0/>

²⁸ Open Data Commons Attribution License, <http://opendatacommons.org/licenses/by/summary/>

²⁹ Open Data Commons Open Database License, <http://opendatacommons.org/licenses/odbl/summary/>

³⁰ Open Data Commons Public Domain Dedication and License, <http://opendatacommons.org/licenses/pddl/>



| | | |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Documents and other media-type resources | <ul style="list-style-type: none">- Scientific papers- Methods and algorithms- Videos- Presentations | CC BY-NC |
| Hardware | <ul style="list-style-type: none">- Intelligent Processor Head | Proprietary licenses |
| Software | <ul style="list-style-type: none">- SLOPE server-side components- SLOPE client-side components<ul style="list-style-type: none">o 3D web client | © <owner>, <year> Licensed under the EUPL V.1.1 |

3 IPR and licensing policies in SLOPE project

Based on the definitions provided in the previous section, the following paragraphs depict the application of IPR and licensing policies in the context of the SLOPE project.

The partners have identified resources used and generated within the project to which will be assigned a license, and for each resource is indicated the corresponding license.

The lists contain:

- Name of the resource,
- Licensing policies applied to the resource,

As already stated in the previous section, if the license is not specified it has to be assumed that it is copyright protected.

3.1 Background resources

The following paragraphs bring the list of used resources identified by the project partners and their corresponding licenses.

3.1.1 Data

| Resource | Partner | Licence |
|-----------------------------------------------|------------|-----------|
| Digital Terrain Model / Digital Surface Model | COASTWAY | Copyright |
| Ski areas | BOKU | CC0 |
| Wetland | BOKU | CC0 |
| Footpath | BOKU | CC0 |
| Rivers | BOKU | CC0 |
| Lift Systems | BOKU | CC0 |
| Natural Reserve | BOKU | CC0 |
| Street and Road Network | BOKU | CC0 |
| Forests | BOKU | CC0 |
| Forest management plan | BOKU | CC-NC-ND |
| Public roads | GRAPHITECH | CC0 |
| Forest roads | GRAPHITECH | CC0 |

| Resource | Partner | Licence |
|---------------------------------------------------------------------------------------|------------|---------|
| Position of the water and gas pipelines, as well as overhead power transmission lines | GRAPHITECH | CC0 |
| Copse areas | GRAPHITECH | CC0 |
| High forest areas | GRAPHITECH | CC0 |
| High voltage lines | GRAPHITECH | CC0 |
| Unproductive land areas | GRAPHITECH | CC0 |
| Wooden cliff areas | GRAPHITECH | CC0 |

3.1.2 Documents

| Resource | Partner | Licence |
|-----------------------------------------------------------------------------------|-------------|----------|
| D1.01 Users Requirements Report | ITENE | CC BY-NC |
| D1.02 Human Machine Interface | GRAPHITECH | CC BY-NC |
| D1.03 Data and Metadata Model Report | CNR | CC BY-NC |
| D1.04 Technical Requirements Report | KESLA (?) | CC BY-NC |
| D1.05 System architecture specifications | MHG | CC BY-NC |
| D2.01 Remote Sensing data and analysis | FLYBY | CC BY-NC |
| D2.02 UAV data and analysis | Coastway | CC BY-NC |
| D2.03 TLS data and analysis | TREEMETRICS | CC BY-NC |
| D3.02 RFID tag test | ITENE | CC BY-NC |
| D3.06 RFID tag survival test along the supply chain | ITENE | CC BY-NC |
| D3.08 Requirement analysis and market analysis and Purchase of the head processor | COMPOLAB | CC BY-NC |
| D3.09 Reverse engineering | COMPOLAB | CC BY-NC |

| Resource | Partner | Licence |
|----------------------------------------------------------------------------------------------------------------------------------|-------------|----------|
| of the head processor for virtual model, simulation and integration design | | |
| D4.01 Existing grading rules for log/biomass | CNR | CC BY-NC |
| D4.02 On-field survey data for tree characterization | TREEMETRICS | CC BY-NC |
| D4.03 Establishing NIR measurement protocol | CNR | CC BY-NC |
| D4.04 Establishing hyperspectral imaging measurement protocol | BOKU | CC BY-NC |
| D4.05 Establishing acoustic-based measurement protocol | CNR | CC BY-NC |
| D4.06 Establishing cutting power measurement protocol | CNR | CC BY-NC |
| D4.12 Implementation and calibration of prediction models for log/biomass quality classes and report on the validation procedure | CNR | CC BY-NC |
| D6.01 System Integration and Validation Plan | GRAPHITECH | CC BY-NC |
| D6.03 SLOPE System Field Trials Readiness Assessment Report | GRAPHITECH | CC BY-NC |
| D6.021 System Integration Report I | GRAPHITECH | CC BY-NC |
| D6.022 System Integration Report II | MHG | CC BY-NC |
| D6.023 System Integration Report III | GRAPHITECH | CC BY-NC |
| D6.041 SLOPE System Techno- Economic Evaluation Report I | CNR | CC BY-NC |
| D6.042 SLOPE System Techno- Economic Evaluation Report II | CNR | CC BY-NC |

| Resource | Partner | Licence |
|-------------------------------------------------------------------------|------------|----------|
| D6.043 SLOPE System Techno- Economic Evaluation Report III | CNR | CC BY-NC |
| D7.01 Protocol for the definition of evaluation methodology | BOKU | CC BY-NC |
| D7.02 Protocol for the experimental design of demonstration activities | BOKU | CC BY-NC |
| D7.04 Demo report for quality control 7 6 7.00 R PU 36 | BOKU | CC BY-NC |
| D7.05 Demo report for timber supply performance & ERP | CNR | CC BY-NC |
| D7.06 Reports and manuals for off-the-job training | CNR | CC BY-NC |
| D7.07 Manuals, guidelines and learning packages for on-the-job training | CNR | CC BY-NC |
| D7.031 Demo report for data collection | GRAPHITECH | CC BY-NC |
| D7.032 Demo report for data collection II | MHG | CC BY-NC |
| D8.01 Project website | GRAPHITECH | CC BY-NC |
| D8.03 SLOPE conference | CNR | CC BY-NC |
| D8.04 Reports of workshops | BOKU | CC BY-NC |
| D8.05 Presenting Industrial Advisory Board | MHG | CC BY-NC |
| D8.06 Exploitation plan handbook | ITENE | CC BY-NC |
| D8.07 Report of IPR & licensing policies | FLYBY | CC BY-NC |
| D8.021 Dissemination strategy and materials I | ITENE | CC BY-NC |
| D8.022 Dissemination strategy and materials II | ITENE | CC BY-NC |
| D8.023 Dissemination strategy and Materials III | ITENE | CC BY-NC |

| Resource | Partner | Licence |
|----------------------------------------|------------|----------|
| D9.01 Project Handbook | GRAPHITECH | CC BY-NC |
| D9.021 Six-Monthly Progress Report I | GRAPHITECH | CC BY-NC |
| D9.022 Six-Monthly Progress Report II | GRAPHITECH | CC BY-NC |
| D9.023 Six-Monthly Progress Report III | GRAPHITECH | CC BY-NC |
| D9.025 Six-Monthly Progress Report IV | GRAPHITECH | CC BY-NC |

3.1.3 Hardware

| Resource | Partner | Licence |
|----------------|-------------|-------------|
| SLOPE servers | All | GPL |
| Processor head | COMPOLAB | User Manual |
| | GREIFENBERG | User Manual |
| Sensors | CNR | User Manual |
| Cable Carriage | GREIFENBERG | User Manual |
| UAV | COASTWAY | User Manual |
| Laser Scanner | TREEMETRICS | User Manual |

3.1.4 Software

| Resource | Partner | Licence |
|--------------|------------|----------------------------|
| GeoBrowser3D | GRAPHITECH | Proprietary license - EULA |

3.2 Foreground resources

The following paragraphs bring the list of resources generated within the project and identified by the project partners, as well as their corresponding licenses.

3.2.1 Data

| Resource | Partner | Licence |
|--------------------------------------------------------------------------|-------------|------------|
| Orthoimages | All | Copyright |
| Polygonal models | All | CC BY-NC |
| Individual position of trees (data derived from Laser scan data and UAV) | TREEMETRICS | CC BY-NC t |
| Tree Height | TREEMETRICS | CC BY-NC |
| Stand volume | TREEMETRICS | CC BY-NC |
| Tree 3D quality index | All | CC BY-NC |

3.2.2 Documents

| Resource | Partner | Licence |
|---------------------------------------------------------------------------------|---------|-------------|
| Newsletters | All | CC BY-NC |
| Presentations (technical meetings, review meetings, dissemination events, etc.) | All | CC BY-NC |
| Meeting minutes and internal documents | All | CC BY-SA-NC |
| Public project report and deliverables | All | CC BY-NC |
| Papers | All | CC BY |
| Visual identity material | All | CC BY-NC |
| Leaflets | All | CC BY |
| Dissemination videos | All | CC BY |
| Training videos | All | CC BY |
| Training material | All | CC BY |

3.2.3 Hardware

| Resource | Partner | Licence |
|----------|---------|---------|
|----------|---------|---------|

| | | |
|-------------------------------------------------------------------------|-------------|--------------|
| Intelligent chockers | GREIFENBERG | Proprietary* |
| Rope Launcher Easer | GREIFENBERG | Proprietary* |
| RFID stapler – processor head component | COMPOLAB | Proprietary* |
| Stiffness timber sensor (laser displacement) – processor head component | CNR | CC BY-NC |
| Stiffness timber sensor (free vibrations) – processor head component | CNR | CC BY-NC |
| Branchiness timber sensor – processor head component | CNR | Proprietary* |

* Patenting is considered in the short term, as soon as the prototype will be ready for commercialization

3.2.4 Software

| Resource | Partner | Licence |
|-----------------------|---------|---------|
| SLOPE project website | All | EUPL |
| SLOPE platform | All | EUPL |

Annex 1: Terms of use for SLOPE 3D Harvesting Planner

READ CAREFULLY THE FOLLOWING LICENCE AGREEMENT! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

BY CLICKING ON THE “ACCEPT” BUTTON, OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE AND SERVICES, YOU AGREE TO BE BOUND BY AND BECOME SUBJECT TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “DO NOT ACCEPT” BUTTON OR LEAVE THE WEBSITE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE AND SERVICES.

Definitions

- “LICENSE” shall mean the present Terms of Use.
- “SERVICE PROVIDER” shall mean Fondazione GraphiTech.
- “LICENSEE” shall mean the entity or individual that downloads and uses the SOFTWARE, SERVICE or WEBSITE.
- “SOFTWARE” shall mean the deliverables provided pursuant to this Agreement, any software owned, hosted by, developed by or for the Licensor.
- “SERVICE” shall mean the services provided by the Licensor for improved inclusion and personal mobility, optimization of energy consumption and environmental noise mapping.
- “WEBSITE” shall mean any website owned, hosted, administered or operated by The Licensor.

1 Terms and conditions for the services being offered

This section provides standard terms of use for the 3D Harvesting and Planning Tool offered in SLOPE “*Integrated proceSsing and controL systems fOr sustainable forest Production in mountain arEas*” (G.A. 604129, www.slopeproject.eu) project. Those terms and conditions define the standard rights and obligations of end users when connecting and using the system. The current template includes generic terms of use only.

1.1 Acceptance of the Service

By accessing or using the Service, or by registering individually or on behalf of your organisation as a Service’s user, you signify that you have read, understood and agreed to be bound by these Terms of Use, whether or not you are a registered user of the Service.

These terms and conditions for your use of the Service (“Terms of Use”) set forth the legally binding terms for your use of the Service. By accessing or using the Service in any manner, you signify your agreement to these Terms of Use and any other legal notices, conditions or guidelines associated with the Service. If you do not agree to any of these Terms of Use, please do not use the Service. You agree that should you fail to comply with these Terms of Use in any way, Service Provider reserves the right to revoke your registered user status and/or disable or block your access to the Service at its sole discretion and without prior notice to you.

Service Provider may add to, update, delete from or modify the Service at any time in its sole discretion. Service Provider reserves the right, at any time and from time to time, for any reason and in its sole discretion, to change these Terms of Use. Service Provider may post or display notices of changes to the Terms of Use on the Service, publish them on its website, or notify you of such changes in some other manner. Once posted, these changes to the Terms of Use become effective immediately. If any change that Service Provider makes is not acceptable to you, promptly stop using the Service. Any use by you of the Service after any changes to the Terms of Use become effective will signify your agreement to be bound by those changes. You should check back regularly and review these Terms of Use so that you are aware of the most current rights and obligations which apply to your agreement with Service Provider.

These Terms of Use will remain in full force and effect as long as you continue to access or use the Service, or until terminated by either you or Service Provider as follows:

You may terminate your agreement with Service Provider at any time and for any reason by ceasing to use the Service and/or cancelling your registration to the Service or your user account. Service Provider may terminate its agreement with you at any time and for any reason whatsoever, including but not limited to for

improper use of the Service or if you have breached any term or condition of these Terms of Use. In any case, no notice shall be required by Service Provider to effect such termination. Upon termination for any reason, you agree to stop using the Service immediately. Upon Termination for any reason, Service Provider may terminate or suspend your account and/or bar access to the Service immediately, without prior notice or liability of any kind.

1.2 Eligibility

Any corporation, limited liability company, or other business or public entity user of the Service must be duly formed and in good standing in any applicable jurisdiction in order to be eligible to use the Service. Furthermore, any and all individual users must be at least eighteen (18) years old (or of a legal age to enter a contract in the applicable jurisdiction) and fully competent to be eligible to use the Service. If you do not meet any of the applicable criteria above, you shall not use the Service.

1.3 Device requirements

Your use of the Service may be possible only in connection with compatible devices capable of certain minimum functionalities. You acknowledge that not all devices are compatible with the Service and that device compatibility may change without notice.

If you are using your own corporate or personal device for accessing and using the Service, through your own carrier's communication, messaging or data services, you acknowledge that your carrier may apply communication rates and other fees for those services. It is your responsibility to check with your carrier about the pricing of such services and pay for the communication costs thereof, if any.

1.4 License granted

Subject to those Terms of Use, Service Provider is granting you a free, non-exclusive, non-transferable, non-sub-licensable and non-assignable fully-revocable license to access, field test and use the Service at applicable venues in all devices available in the market which are compatible with the Service and the current software versions thereof ("License"). Applicable venues may be limited to a number of specific supported zones and locations at the sole discretion of Service Provider. You acknowledge that devices supported and applicable venues can change any time without prior notice from Service Provider.

The License is granted solely for individual/internal personal or business use, solely for non-commercial purposes. To access or use the Service for any other purposes, a specific written authorisation must be sought and obtained from Service Provider. Nothing herein shall require Service Provider to issue such an authorisation.



The License shall be in effect for so long as access and use of the Service has not been disabled by Service Provider. At its sole discretion, Service Provider can disable access and use of the Service at any time.

1.5 Data collected

You understand and agree that the Service includes location-based services, which require you to share your position with Service Provider. That information will not be used for any other purposes than delivering the Service to you at applicable venues, as permitted by applicable regulations and to the strict extent needed for the delivery of the Service.

Service Provider may however be interested in gathering and processing crowd aggregated data for the purposes of analysing global use of the Service, the amount of traffic and main routes followed at applicable venues.

The data processing is carried out using computers and/or IT enabled tools, following limited retention rules, as well as organisational procedures and modes strictly related to the purposes of the Service. In addition, the data may be accessible to certain types of persons in charge, involved with the operation of the applicable venues (administration, sales, operational, legal, system administration) or external parties (such as third party technical service providers, mail carriers, hosting providers, IT companies, service agencies) necessary to the delivery of the Service and duly appointed by Service Provider. Full information about the privacy policy of Service Provider may be requested from you at any time to coordinator@slopeproject.eu.

1.6 User account

Parts of the Service may be restricted and made accessible to you only through a corporate or individual user account. You acknowledge to be fully responsible for maintaining the confidentiality of such account, including your login information and password. You agree to maintain your password securely and acknowledge to be responsible for all activities that occur under your account. If you suspect any unauthorised use of your account or any known or suspected breach of security, including loss, theft or unauthorised disclosure of your password, you agree to immediately notify Service Provider, which may block your account accordingly.

1.7 Feedback

You may be able to voluntarily share ideas, feedback, suggestions, or other information with Service Provider to help evaluate and improve the Service (“Feedback”). Service Provider owns the exclusive rights, including all intellectual property rights, to all Feedback. All Feedback is non-confidential and is the sole property of Service Provider. Service Provider shall be entitled to the unrestricted use and dissemination of the Feedback for any purpose without your further consent and without offering compensation.



1.8 Disclaimer

The Service may provide you with access to equipment, products and services not supplied, operated or controlled by Service Provider (“External Services”). The use of such equipment, products or services is out of the scope of the current Terms of Use and may be the subject of third party terms and conditions. Service Provider declines any responsibility and assumes no liability related to the use or availability of any and all External Services, even when accessed through or used in connection with the Service. You therefore release Service Provider from any actions, demands, suits or other claims arising from or arising out of those External Services.

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If you are prohibited under any applicable law or regulations from using the Service into a specific context or for specific purposes, you may not use them. Service Provider reserves the right to investigate complaints or reported violations of those Terms of Use and to take any action deemed appropriate, including but not limited to reporting any suspected unlawful activity to appropriate law-enforcement agencies.

1.10 Indemnification

You agree to defend, indemnify, and hold harmless Service Provider, its affiliates, partners, service providers, licensors, directors, officers, employees, agents, and assignees from and against all claims expenses, losses, liabilities, and costs, including reasonable attorneys' fees, resulting from (i) any breach of these Terms of Use or your negligent and wrongful conduct; (ii) use and access to the Service by you or any person using your account and password; and (iii) any violation by you of any applicable law, rule, or regulation, including the violation of any third party rights. Service Provider reserves the right to assume control of the defence of any third-party claim that is subject to indemnification by you, in which event you will cooperate with Service Provider in asserting available defences.

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1.12 Governing law

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