

VAMDC Publication policies

- VAMDC Missions
 - Exchange of AM data
 - Common data-transfer formats
 - Common data models
 - Common dictionnaires
 - Promote data publishing
 - Promote user programming
 - Service standard protocols
- Consortium agreement
 - VEB : VAMDC Executive Board
 - VPB : VAMDC Project Board one representative from each legal entity signing the contract (Contractual Legal Entity: CLE) final control of the budget and allocation of tasks and resources (27 people)
 - SAB : Strategic Advisory Board
 - EPT : Executive Project Team
 - CTC : Communication and Training Committee

Some vocabulary....

- “Background” means information which is held by the parties prior to their accession to this agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filled before their accession to this agreement, and which is needed for carrying out the project or for using foreground
- “Foreground” means the results, including information, whether or not they can be protected, *which are generated under the project*. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.

From Consortium agreement (I)

Section 8: Foreground

Regarding Foreground, Grant Agreement Article II.26. - Article II.29. shall apply with the following additions:

A Third Party Linked to a Beneficiary and a Signatory Party have the same rights regarding the ownership of Foreground.

8.1 Joint ownership

In case of joint ownership of Foreground each of the joint owners shall be entitled to Use the joint Foreground as it sees fit, including to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

at least 45 days prior notice must be given to the other joint owner(s); and
fair and reasonable compensation must be provided to the other joint owner(s).

Parties' shares of ownership shall be proportional to the intellectual and financial contribution invested in generating that specific Foreground. If the joint owners do not reach an agreement on the respective shares within one year after this foreground has been identified, the shares of each Party shall be considered as equal.

- Any relevance in VAMDC ?

From Consortium agreement (II)

8.2 Transfer of Foreground

Each Party may transfer ownership of its own Foreground following the procedures of the Grant Agreement Article II 27.

It may identify specific third parties it intends to transfer Foreground to in Attachment 4 to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the Grant Agreement Article II.27.3.

The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment 4 after signature of this Agreement requires a decision of the VPB.

Any transfer of Foreground to a third party established in a country not associated to the Seventh Framework Programme requires the prior approval of all the Parties of the Project, even if such third party is listed in Attachment 4.

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice foreseen in Grant Agreement Article II 27.2.

From Consortium agreement (III)

8.3 Dissemination

8.3.1 Publication

Dissemination activities including but not restricted to publications and presentations shall be governed by Article II.30 of the Grant Agreement.

The parties acknowledge their common interest in publishing the Foreground to obtain recognition within the scientific community and to advance the state of scientific knowledge in their scientific field.

The Party(ies) wishing to make the publication will provide a copy of such proposed abstract or publication manuscript (and a reasonably detailed description of any such oral presentation or other public disclosure) to the other Parties by writing to the Coordinator at the earliest practicable time, but in any event within the following time frames:

- at least thirty (30) calendar days in case of any proposed submission for publication of any manuscript or,
- fifteen (15) calendar days in case of any presentation or other public disclosure date (abstract submission).

Save as provided below, the other Parties may comment upon, but may not change, the conclusions and content of any such publication or presentation. Each of the other Parties is however entitled to request that its proprietary confidential information, Background and/or Foreground be deleted from any such publication or communication. Each of the other Parties may also request, by presenting strong arguments, to delay the publication up to ninety (90) additional calendar days to allow for the filing of a patent application.

From consortium agreement (IV)

The Party objecting a publication has to show that its legitimate interests will suffer disproportionately great harm and shall include a 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) shall seek in good faith to agree a solution on a timely basis the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

If a dispute regarding a publication cannot be settled amicably within two (2) calendar months, the matter may be referred for dispute resolution under article 11.8.

8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party may not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.3 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 Foreground or Background. However, confidentiality and publication clauses have to be respected.

Deliverables (I)

following mail discussions by MLD and GR

- The consortium agreement has being signed between partners
- property rights are part of this consortium agreement
- Opening of software, applications outside the network is subject to agreement

Deliverables (II)

- Should there be one support channel for VAMDC service providers and a separate one for end users?
 - The service-provider channel would be accessible only by invitation, but the end-user channel would be open (Unless we are going to require all VAMDC end-users to register before using our science services)
 - The openness of the software is an interesting point.
 - Is there any advantage in restricting distribution?
- EuroVO is also an EU project and there, they try to promote reuse of their software.

3 options to discuss

1. Copyright in our code remains with the originating partner and we agree to share inside VAMDC : legally complicated if partners collaborate on a software product.
2. All VAMDC official software is copyright VAMDC and the source is not available outside VAMDC : works legally if VAMDC counts as a legal entity that can own a copyright.
3. We make all the software open source and/or free: simplest, acceptable by EU? GNU public license is an option

AOB

- Reference to VAMDC in meetings, publications, seminars, ...
- Wiki pages (open/close) ?
- Mirroring
- Continuity ...