



EFORWOOD

Sustainability Impact Assessment
of the Forestry - Wood Chain



Project no. 518128

EFORWOOD

Tools for Sustainability Impact Assessment

Instrument: IP

Thematic Priority: 6.3 Global Change and Ecosystems

Deliverable D6.3.1
Post-project exploitation plan - Update

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Final version

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Dissemination Level		
PU	Public	
PP	Restricted to other programme participants (including the Commission Services)	X
RE	Restricted to a group specified by the consortium (including the Commission Services)	
CO	Confidential, only for members of the consortium (including the Commission Services)	

Post-project exploitation plan

A post-project strategy has been developed based on the recommendations of the small working group set up by the IP Board in 2009. The first important step in the strategy is the set-up of a ToSIA Management and User Group (TMUG). The first draft Memorandum of Understanding for this group has been agreed and the inaugural meeting is scheduled for Spring 2010.

(For more see TMUG Memorandum of Understanding document)

1 MEMORANDUM OF UNDERSTANDING (MoU)

2 ToSIA Management and User Group (TMUG)

1. Background

The EFORWOOD project (EU FP6 Contract no. 518128-2) ends on January 31, 2010 (hereafter referred to as the Project). The Project has dealt with methods for Sustainability Impact Assessment (SIA) of the forest-based sector and has for this purpose developed certain Deliverables listed below. The Project has advanced the concept of SIA considerably, but will not result in a finished tool or a final approach to SIA-studies of the forest-based sector.

Conditions regulating the rights and obligations for Partners of the Project (hereafter referred to as Partners) are defined in the Contract with the European Commission and in the Consortium Agreement and a subsequent Amendment (hereafter jointly referred to as CA) between the Partners. The CA stipulates, among other things, under which conditions access rights to knowledge from the Project can be made available to third parties.

This MoU is concerned with the following Deliverables from the Project.

Joint ownership:

- a) ToSIA Indicator Framework set-up (characterisation and definition of indicators) and ToSIA Data Collection Protocols
- b) ToSIA Engine, including the Data Client
- c) ToSIA Evaluation Modules (Cost Benefit Analysis and Multi-Criteria Analysis)
- d) EFORWOOD Portal (website)

Restricted ownership:

- e) ToSIA Databases: (European, Scandinavian, Baden-Württemberg and Iberian)
- f) Partial Models and Tools developed within EFORWOOD (“transport tool”, regional growth models, EFISCEN-Space etc.)

The ToSIA Engine and the ToSIA Evaluation Modules together constitute the so called ToSIA Model. They may, being separate Deliverables, be subject to independent developments after the Project.

Concerning jointly owned Deliverables (a to d) it has been the understanding between the Partners that these shall be made publicly available after the end of the Project. There are, however, limited specifications in the CA that outline under which conditions this shall be done. One objective of forming TMUG is to handle this issue. Due to additional work with Deliverables after the formal ending of the project, Deliverables may not be released to third parties until the European Commission has approved the final report from the Project.

Concerning Deliverable d) (hereafter referred to as the Portal), the Partners have agreed that the Partner InnoVAWood is responsible for managing the Portal for one year after the project. After that, TMUG will be responsible for assigning a manager of the Portal, if maintained.

Some ToSIA data are subject to restricted ownership (deliverables under e) and will only be made available after agreements with the respective owner. Ownership and terms of restrictions are dealt with in Appendix 2.

The Deliverables under f) are owned by the Partner(s) who have developed them, and if so decided by the respective owner, may on a case-by-case basis be made accessible to members of TMUG (hereafter referred to as Members), to Partners not being Members and to third parties (hereafter referred to as Third Parties) through TMUG on conditions decided by the respective owner(s).

Regarding the use of Deliverables by any user, the Project has made efforts to secure the fitness and quality of software and data, but takes no responsibility whatsoever for the consequences of any use, being it by a Partner, a Member of TMUG or a Third Party.

2. Purpose of TMUG

As a response to the situation described above, it has been decided to form a group, TMUG, with the following main purposes:

- maintain and promote the further development of the jointly owned Deliverables
- regulate conditions regarding ownership and use of post-project developments of Deliverables by Partners, Members and Third Parties
- define the means and conditions by which Partners, Members and Third Parties can have access to Deliverables
- handle the licensing of user rights to jointly owned Deliverables
- manage the information flow between Members and to be a contact forum for EFORWOOD matters
- manage the ToSIA Databases and act as a controlling body for acceptance of new data into them
- accept Associated Members
- keep record as far as possible of development work regarding Deliverables
- keep record as far as possible of applications of Deliverables and their developed versions

3. Membership

Membership is open to Partners as well as to Third Parties with an interest in the Deliverables. Membership is not open to individuals.

A Partner or a Third Party who have signed this MoU at the time of the official establishment of TMUG becomes a Member.

A Partner or a Third Party who has not signed this MoU at the time of the official establishment may at any time thereafter apply in writing to become a Member. Such membership shall normally not be refused, provided the applicant is ready to fulfil the obligations that follow from this MoU and its Appendices 1 and 2.

Application for membership in TMUG should be addressed to the TMUG Assembly, which takes the decision on membership. Membership is confirmed in a Letter of Acceptance between TMUG and the Member.

4. Costs and Membership fee

Members are expected to cover their own costs generated by TMUG activities, unless otherwise agreed.

TMUG has the right to charge an annual membership fee. For the first calendar year the fee is set at €200. For coming years the annual membership fee will be set on by the Members at TMUGs assembly. The annual fee is meant to cover administrative expenses for basic functions of TMUG (e.g. invitations, meetings, secretariat, handling of Members and Third Parties, agreements, keeping of records, storage of Deliverables and TMUG developments). The annual fee shall be the same for all Members. The annual membership fee shall be paid for the year of entrance to the administrating organisation.

A Partner or a Third Party, which choose to apply for membership in TMUG after the time of the establishment, may be subject to a special entrance fee or other special conditions. Such an entrance fee or special conditions may be set in cases where substantial developments of the Deliverables have taken place after the establishment of TMUG. If an entrance fee or other special conditions are in question, they are decided by the TMUG Assembly on a case by case basis.

5. Membership rights

All Members have a right to use and develop Deliverables under joint ownership (a to d), under the terms described under item 1. ToSIA Data, Deliverable e, are subject to restrictions and will only be made available after agreements with the respective owner(s) (c.f. Appendix 2).

The access rights to Deliverables under f), shall be authorized by the respective owner(s). This can, from case-to-case, be handled through a standard authorization, managed through the TMUG administration.

Members share the information channelled through TMUG at no extra cost besides the annual membership fee. This includes additional developments to the Deliverables (see item 10) unless they are of substantial magnitude, in which situation the originator has the right to negotiate special conditions for the use such of improved deliverables. Developments of Deliverables under joint ownership (a to d) are owned by the member creating the development.

If a Member has not been granted access to developments, authorised by TMUG, that have taken place between the release of the Deliverable for use by Members of TMUG and the time of entrance, then no entrance fee is expected. Otherwise TMUG can request an entrance fee in addition to the annual membership fee (c.f. Item 4).

6. Membership obligations

Besides adhering to this MoU and its Appendix 1 and 2, Members are expected to inform through the TMUG administration (see item 10) other Members about activities, including developments and applications, related to the Deliverables. If possible, Partner Members should have a first option to act as partners in such activities.

7. Third Party rights and license agreements

The Project has undertaken to allow Third Parties access to the Deliverables, as they stand at the end of the Project. Deliverables under joint ownership (a to d), as they stand at the release of the Deliverables for use by Members of TMUG, will be made available free of charge to

Third Parties. The conditions for access to other Deliverables under restricted ownership (e to f), shall be defined case by case. Should a Third Party wish to have access to further developments of Deliverables authorised by TMUG, then conditions for this shall be decided by TMUG assembly or by the Member having ownership of the development in question.

In order to keep the use and developments of Deliverables under joint ownership (a to d) by Third Parties under control, TMUG will request that interested parties sign a non-exclusive and royalty-free license agreement. This agreement regulates the conditions for use of said Deliverables and how EFORWOOD and the Deliverables may be referred to. An outline of such an agreement is attached as Appendices 1 and 2.

8. Use of EFORWOOD and ToSIA labels

Deliverables under joint ownership (a to d) are, at the end of the Project, labelled as 1.0 (e.g. ToSIA Engine 1.0). A minor change of a Deliverable which is authorised by TMUG will be labelled 1.1 etc. A major change which is authorised by TMUG will be labelled 2.0 etc.

Any other change of these Deliverables, made by a user may not use neither the name ToSIA nor EFORWOOD unless approved in writing by TMUG. Developments not authorised by TMUG shall always make proper reference to the original Deliverable.

9. Introducing changes to Deliverables

Should a Member wish assistance from another Member when further developing a Deliverable, the assisting Member has the right to be reimbursed.

10. TMUG administration

In order to facilitate taking simpler decisions, the TMUG assembly will establish a small decision-making body among its Members.

The administration of TMUG will be handled by one of its members, appointed by the TMUG assembly. A decision of a change of the administering organisation shall be taken by the TMUG assembly at least six months ahead of a change.

11. TMUG responsibilities

TMUG will not take any responsibility whatsoever for any use of Deliverables whole or in part or developments thereof. TMUG will, however, make best efforts to secure the quality of such developments.

12. Withdrawal from TMUG

A Member can withdraw in writing from TMUG at any time, but is bound to pay the annual membership fee under the year of withdrawal. A notice of withdrawal should be addressed to the TMUG administering organisation. The withdrawing Member maintains all rights obtained until the time of withdrawal, but is thereafter considered a Third Party. Any undertakings by the withdrawing Member with respect to other Members shall, however, remain in force.

13. Exclusion from TMUG

A Member violating this MoU, and which despite warnings and unwillingness to take corrective action within 30 days, can be excluded from TMUG and lose all rights earned as a Member. The decision is taken by the TMUG assembly (c.f. article 14). Any undertakings by an excluded Member with respect to other Members shall, however, remain in force.

14. TMUG assembly and voting rules

The Members shall assemble, in physical meeting or otherwise, at least once a year. Each Member has one vote. All decisions are taken with a 2/3 majority. In case of a tied voting, the opinion of the meeting chairperson shall be the decision.

If 1/3 of the Members request in writing to the administrating organisation that a TMUG assembly shall meet, such a meeting shall be organised by the administrating organisation within 30 days.

15. Changing the MoU

A change of this MoU shall be agreed by the TMUG assembly and confirmed in writing.

Any Member can propose in writing a change of the MoU. This shall be done at the minimum one month ahead of an assembly meeting.

16. Resolution of disputes

The members agree to use reasonable endeavours to try to amicably settle any dispute arising among them in relation to the implementation of the this MoU.

Failing the reaching of an amicable settlement within 60 days, the dispute arising out of this or in connection with the present MoU shall be settled by the TMUG assembly.

17. Dissolution of TMUG

Dissolution of TMUG is done by a decision at a TMUG assembly. TMUG shall be considered dissolved one month after such a decision.

18. Legal status of TMUG

For the sake of clarity, it is understood that TMUG does not constitute a legal body.

Appendices:

- Appendix 1. Licensing conditions for Third Parties regarding Deliverables a) to c)
- Appendix 2. Background information and exemplified licensing conditions when ToSIA Databases (Deliverables under d)) are made available to Members and Third Parties

Licensing conditions for Third Parties regarding Deliverables a) to c)

- i. A Third Party is a party which is not a Member of TMUG.
- ii. A Third Party has a non-exclusive and royalty free right to use the following Deliverables (see MoU item 1) as they stand at the time of issuing the licence:
 - a. ToSIA Indicator Framework and ToSIA Data Collection Protocols
 - b. ToSIA Engine, including the Data Client
 - c. ToSIA Evaluation Modules (CBA and MCA)
- iii. Note 1: to the above list it is also possible to add other Deliverables. When issuing a license, TMUG will insert the appropriate version number of the respective Deliverable, e.g. (1.1)
- iv. Note 2: When Deliverables b) and c) are made available to a Third Party it does not include the source code. Members of TMUG have the right to receive the source code.
- v. If Deliverables are used unchanged, the Third Party shall use the name of the Deliverables as stated under item 2 and shall additionally make proper references to the EFORWOOD project and the Deliverables.
- vi. If the Third Party makes changes in a Deliverable, this changed Deliverable must be given a new name by the user and the names stated under item 2 above may not be used unless authorised by TMUG. However, the Third Party shall in such a case always give proper reference to EFORWOOD and the Deliverables.
- vii. This agreement gives the Third Party no right to use other Deliverables from EFORWOOD without the written permission from the owner(s) of such a Deliverable.
- viii. The Third Party may express an interest in obtaining access to further developments of the Deliverables mentioned in item 2 and which developments are under control of TMUG. It is understood that such access rights can be associated with a fee.
- ix. The Third Party has no right to sublicense without the written permission by TMUG.
- x. The Third Party agrees to inform TMUG about applications of Deliverables and of more significant additions to/changes of Deliverables.
- xi. The Third Party shall nominate a contact person to TMUG
- xii. If the Third Party makes commercial use of Deliverables, changed or unchanged, it shall be made known to the client under what conditions that Deliverables have been obtained by the Third Party.
- xiii. TMUG, represented by its administrating organisation, maintains the right to cancel this licence where the licensee is not adhering to the licensing conditions and if corrective actions have not been taken within 30 days after receipt of a written notice from TMUG.
- xiv. It is understood that neither TMUG nor any other body connected to EFORWOOD will take any responsibility, economic or other, for a Third Party's use of Deliverables or their developments. Additionally, TMUG or the Project takes no responsibility for the correctness or fitness for purpose of any Deliverable whole or in part.

Background information and exemplified licensing conditions when ToSIA Databases (Deliverables under d)) are made available to Members and Third Parties

The use of ToSIA Databases after the EFORWOOD project should be used based on specified licensing conditions, agreed upon by the owners of data and the user. A licence should be agreed for each specific case. A standard licence form will be developed by TMUG.

- i. This licence refers to ToSIA Data for the Case Study.
- ii. ToSIA Databases are stored and managed by the European Forest Institute (EFI). EFI will also manage the licensing to users.
- iii. Depending on origin and data owner, data in ToSIA Databases are to varying degrees subject to restrictions regarding the use.
- iv. A User has a non-exclusive and royalty free right to use the specified ToSIA Database as it stands at the time of issuing the licence.
- v. The user of ToSIA data (ii) accept the following conditions:
 - the right of the owner(s) review how data has been used and results interpreted, which means that the user of the data shall consult the data owners before any kind of use or publication of results
 - the right of the owner(s) to refuse publication and dissemination if the data are judged to be used in an inappropriate way
 - the right of the owner(s) to state how the data shall be referred to by the user
 - the user may get the right to make changes in the database provided such changes are agreed in advance with the data owners.
 - the user may receive the right to sublicense the database provided this has been approved in advance by the data owners
 - in certain circumstances, the data owners have the right to charge costs for access to their Data

The exact conditions included in a licence have to be agreed from case to case. It is foreseen that data owners can agree on formulating a “standard licence” which can be handled by the TMUG administrator in a standardized way.

- vi. It is assumed that Partners and Members can obtain access to ToSIA Data under favourable economic conditions.

Each owner has to assign a contact person with the authority to sign a license, and in order to facilitate the licensing process, to accept a “standard license form” developed by TMUG and managed by EFI. EFI will in such cases be given the authority to represent and sign the “standard license” after consultation with the data owners.

See also Appendix 1 for additional potential issues to cover.

The following partners are identified as owners of data of the respective Databases:

Scandinavian Case Study Database:

AIDIMA, FCBA, Innventia, Pöyry, Skogforsk, SLU, VTT,

Baden Württemberg Case Study Database:

ALUFR, BRE, FCBA, FVA, Innventia, KCPK, Pöyry, VTT

Iberian Case Study Database:

Pöyry, Skogforsk, VTT,

FCBA, Innventia, ISA,

EU Case Study Database:

AIDIMA, Alterra, ALUFR, BRE, FCBA, FR, FVA, Innventia, KCPK, Pöyry, Skogforsk, Tuzvo, VTT, *to be completed*