

**ASKFOOD – Alliance for Skills and Knowledge to Widen
Food Sector-related Open Innovation, Optimization and Development**



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Intellectual Property Rights (IPR) Guidelines

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Dissemination Level		
PU	Public	
PP	Restricted to other programme participants (including Commission services and projects reviewers)	
CO	Confidential, only for members of the consortium (including EACEA and Commission services and projects reviewers)	X

Summary:

This Deliverable includes the Intellectual Property Rights Guidelines of the ASKFOOD Project outcomes, as agreed by the ASKFOOD Consortium and which are in line with the constitutional requirements set between the Consortium and the European Commission.

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1 Introduction

The Intellectual Property Rights (IPR) Guidelines have been defined in accordance to the articles 7, 8 and 9 of the Consortium Agreement.

The definition of the IPR guidelines are required for the following four classes of the ASKFOOD project outcomes:

- Virtual tools (e.g. WP1, WP4).
- Virtual platforms and Hubs along with the provided services and activities (e.g. WP2, WP4).
- Copyright on dissemination materials and publications.
- Products/services that will be developed within WP activities in collaboration with business entities and enterprises.

2 Definitions

2.1 Confidential Information

Confidential Information means any data or information that is proprietary to or possessed by a Party and not generally known to the public or that has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- a) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- b) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
- c) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Party's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
- d) any other information that should reasonably be recognised as Confidential Information by the Parties.

2.2 Intellectual Property

This term, often known as IP, describes the capitalisation of creative thought processes of a wide variety of inventors (e.g. scientists, authors, inventors). It covers a wide range of human activity from patents for inventions, literary and artistic works, symbols, names, images, designs used in commerce, trade marks for brand identities, passing off laws, trade secrets protection, conditional access and data rights management systems, design rights, copyrights and performers' rights. The owner of intellectual property can control and be rewarded for its use, thereby it is protected from competition and steal; further innovation and creativity is encouraged, too. Intellectual Property is divided in two main categories: copyright (applied to literary and artistic works such as novels, films, web sites, drawings, photographs, and architectural designs) and property applied to inventions or patents, trademarks, designs, and geographical indications of source.

2.3 Intellectual Property Right

A right that is given to a person or a company/organisation/entity under exclusivity conditions to use its/their own plans, ideas, creations or other intangible assets. It lasts for a specific period of time. These rights can

include copyrights, patents, trademarks, and trade secrets. These rights may be enforced by a court via a lawsuit.

2.4 Copyright

Copyright gives creators the exclusive rights to use or authorise others to use their work and deals with the rights connected to the publication and dissemination of original works. Different rights apply according to the nature of the work (literary, artistic or communicative including web publication and broadcasting). The rights include reproduction (copying), publication, performance, broadcasting or communicating to the public, translation and adaptation). An author's permission is needed to use these rights. It also gives moral rights to be identified as the creator of certain works, and to object to distortion or mutilation of it.

3 Confidentiality within the ASKFOOD consortium

3.1. Information in any form or mode of communication, which is disclosed by the “*Disclosing Party*” to any other Party (“*Recipient*”) pertaining to the Project during its implementation, has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally and has been confirmed and designated in writing to either the project coordinator or WP8 coordinator within 15 calendar days from oral disclosure at the latest as such by the Disclosing Party.

3.2. The *Recipients* hereby undertake without prejudice every commitment of nondisclosure under the Consortium and the Grant Agreement, for a period of 4 years after the end of the Project, in particular:

- not to use Confidential Information otherwise than for the purpose intended;
- not to disclose Confidential Information to any third party without prior written consent from the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient takes place on a strict need-to-know basis; and
- to return on demand to the Disclosing Party all Confidential Information that has been supplied to or acquired by the Recipients including all copies thereof and to permanently delete all information stored in a physical or digital form. The Recipients may keep, archive or store such Confidential Information to the extent required due to compliance with applicable laws and regulations or for the proof of on-going obligations.

3.3. The *Recipients* shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

3.4. The above provisions shall not apply to disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party which is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, is developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information is already known to the Recipient prior to disclosure; or
- the Recipient is required to disclose the Confidential Information to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 3.7 hereunder.

3.5. The Confidential Information disclosed within the scope of the Project shall draw the same degree of care by the Recipient as its own confidential and/or proprietary information, but in no case less than reasonable care.

3.6. If any Party becomes aware of any unauthorised disclosure, misappropriation or misuse of Confidential Information, it shall promptly advise in writing the other Parties.

3.7. If any Party becomes aware that disclosing Confidential Information is or is likely to be required in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent that it is lawfully able to do so, prior to any such disclosure:

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The confidentiality obligations under the Consortium Agreement shall not prevent the communication of Confidential Information to the European Commission.

4 Background

Background knowledge is the knowledge that is relevant to a collaborative venture or open innovation project that is supplied by the partners **at the start of the project**. The Parties acknowledge that all Background is and shall remain the sole property of the Party concerned.

The Parties have identified and listed in **Appendix 1** of this document the background needed for the Project which is explicitly excluded from Access Rights under the Consortium Agreement.

The Appendix 1 is subject to change and the final version will be included in the Deliverable 8.6 "Template IPR Agreements (for collaboration)".

5 Foreground

Foreground knowledge is all the knowledge produced within the collaborative venture or open innovation project **during the project's tenure**. The Foreground includes all generated results under the Project. This includes without limitation:

- all knowledge, results and conclusions related to the Project
- all dissemination and training material, including web resources, posters, logos, leaflets and press releases
- all developments concerning training tools and training methodology

- all concepts for auditing and quality management

as well as any additional result or information generated under the Project as documented in the contractual deliverables of the Project and the meeting minutes or transferred in any way physically or electronically to the Parties under the Transaction.

The Parties have identified and listed in **Appendix 2** of this document the foreground needed for the Project which is explicitly excluded from Access Rights under the Consortium Agreement.

The Appendix 2 is subject to change and the final version will be included in the Deliverable 8.6 “Template IPR Agreements (for collaboration)”.

5.1 Ownership and protection

Each Party remains the exclusive owner of the results it produces.

If two or more Parties own results jointly, each of the Party is granted a non-exclusive licence to exploit the jointly owned results, without the need to inform or pay compensation to the other joint owners, unless otherwise agreed between the joint owners. The Parties of the joint ownership agree in advance on protecting their results by any means and, if needed, on sharing the costs for protection.

In the third year, and before the end of the project, the coordinator and the lead partner of the WP involved in the generation of outcomes and products (foreground) that require specific protection and definition of the ownership beyond the end of the project for sustainability purposes, will open a specific call for interested Parties and agreements will be made with the members of the Consortium.

All Parties are collectively responsible for the preparation, filing and prosecution of any protection mechanism to the Foreground and maintenance and extension of any and all protection mechanism and protection rights. The Parties also bear all costs related to such actions.

5.2 Use and dissemination

5.2.1 Dissemination of own results

Dissemination of own Results by one or several Parties including, but not restricted to, publications and presentations, during the Project and for a period of 1 year after the end of the Project, shall be governed by the respective procedure of the Grant Agreement based on the following provisions:

- Parties shall receive prior notice of any planned publication at least **45 calendar days** before the publication.
- Parties proposing the dissemination, or the Coordinator of the Project shall receive in writing any objection to the planned publication in accordance with the Grant Agreement within 30 calendar days after the receipt of the notice. If no objection is made within the aforementioned time limit, the publication is permitted.
- An objection is justified if: i) the protection of the objecting Party's Results or Background would be adversely affected; ii) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed. The objection must include a precise request for necessary modifications.
- In case of a justified objection, the involved Parties shall examine how to overcome the grounds for the objection on a timely basis, i.e. by amending the planned publication and/or by protecting information

before publication, and the objecting Party shall not unreasonably continue the opposition provided that appropriate measures are taken.

- In case of a justified objection, the objecting Party can request a publication delay of no more than 90 calendar days from the time of the objection. After this period of time the publication is permitted, provided that Confidential Information indicated by the objecting Party has been removed.
- Parties are required to explicitly acknowledge their membership to the Network and its EU funding in all publications relevant to the Project.

The above procedures shall not apply to written articles or other forms of publicity of the Project containing only information that arises directly or indirectly from the Project, which has previously been approved and published in other formats. Notwithstanding this, copies of any and all such publications shall be sent to the coordinator of WP8 for inclusion in the Project's records.

5.2.2 Dissemination of another Party's unpublished Results or Background

Parties shall not include other Party's Results or Background in any dissemination activity without obtaining the owning Party's prior written approval, unless they are already published.

5.2.3 Cooperation obligations

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

The content of such dissertations shall be communicated to Parties whose pre-existing know-how could be threatened by its disclosure in the dissemination no later than 60 calendar days prior to the date of the dissemination. The involved Parties may request the removal of certain content and/or, where legally possible, require the defence of the dissertation to be closed to the public within 30 calendar days from the date of receipt of the dissertation in which to issue their written response. The confidential nature of such dissertations shall be brought to the attention of each of the jury members.

5.3 Transfer and licensing

Each Party remains free to transfer the ownership rights of its results following the procedures of the Grant Agreement and of the Consortium Agreement.

The transferring Party is allowed to identify specific third Parties for the transfer of its results ownership. The other Parties hereby waive their rights to prior notice and to object to a transfer to listed third parties.

The transferring Party is obliged to notify the other Parties at the time of the transfer and guarantee that their rights will not be affected by such transfer.

These obligations are relevant only if the other Parties still have - or may still request - Access Rights to the results.

6 Access rights to results

6.1 General principles

Parties shall be responsible for the implementation of their tasks according to the Consortium Plan and for the assurance that their acts within the Project do not knowingly infringe third party's property rights.

All requests for Access Rights shall be made in writing, and the requesting Party must demonstrate that the Access Rights are needed.

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

Access Rights are granted on a non-exclusive basis and shall be free of any administrative transfer costs.

Any Access Rights granted expressly exclude any sublicense rights, unless expressly stated otherwise.

Results and Background shall be used only for the purposes for which Access Rights have been granted.

6.2 Access rights for implementation

The Parties shall give each other access, on a royalty-free basis, to results and background needed for the implementation of their own work under the Project, unless otherwise agreed.

6.3 Access rights for exploitation

The Parties shall give each other access, on a royalty-free basis and under fair and reasonable conditions, to results and background needed for the exploitation of their own results or for research on behalf of a third party, unless otherwise agreed.

A request for access rights may be made up to 6 months after the end of the Project or after the termination of the requesting Party's participation in the Project.

6.4 Access rights for affiliated entities

The Parties which hold the results or background shall give access rights, under fair and reasonable conditions and upon written bilateral agreement, to the affiliated entities provided that the latter have requested for the results or background.

Affiliated Entities that obtain access rights shall fulfil the confidentiality and other obligations accepted by the Parties under the Grant Agreement or the Consortium Agreement as if they were Parties.

In case the granting of Access Rights is contrary to the legitimate interests of the Party owning the Background or the Results, Access Rights may be refused to Affiliated Entities.

Access Rights granted by a Party to any Affiliated Entity are subject to the continuation of the Access Rights of the Party and shall automatically terminate upon termination of the Access Rights granted to the Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

6.5 Access rights for parties entering or leaving the consortium

In case of a New Party entering the consortium, Access Rights will be granted on the conditions applying for Access Rights to Results and Background.

In case of a Defaulting Party, the right to request Access Rights or granted Access Rights shall be ceased immediately upon the receipt of the formal notice of the decision of the Management Board to terminate its participation in the consortium.

In case of a Non-defaulting Party leaving voluntarily and with the other Parties' consent, Access Rights will be available to the Results developed until the date of the termination of its participation.

In case of a Leaving Party, Access Rights shall continue to be granted in accordance with the Grant Agreement and the Consortium Agreement as if the Party had remained for the whole duration of the Project.

6.6 Specific provisions for access rights to software

The general principles for Access Rights provided in this Section are applicable also to software. Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

6.7 Additional access rights

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

Acting in good faith, when a Party believes that for carrying out the Project or Use of Foreground from the Project:

- it might require Access Rights to another Party's Background, or
- another Party might need Access Rights to that Party's Background,

it will promptly notify such other Party of the Background Needed.

7 Project's name, acronym and logo

Nothing contained herein shall be construed as conferring rights for advertising, publicity or other similar use of the Parties' name or logo or trademarks without their prior written approval.

8 ASKFOOD Project Activities and IPR issues

The ASKFOOD project activities and IPR issues can be seen in the following Table:

Type	Issues	Solutions/IPR issues
Publications	- Authorship - Dissemination and Open Source availability	- Copyright (editor) - Creative Commons (www.creativecommons.org)

Virtual tools	- Ownership and sustainability beyond end of the project	- Agreements with partners
Services and virtual Hubs with private entities	- Ownership and sustainability beyond end of the project	- Agreements with members
Products and inventions outcomes of the training activities (WP4)	- Ownership	- IPR agreements for the involved companies/enterprises
Innovative training tools and methodologies	- Authorship - Dissemination and Open Source availability	- Copyright (editor) - Creative Commons (www.creativecommons.org)
ASKFOOD Observatory	- Definition of the structure, board and activities - Affiliation of new partners - Membership (if defined)	- By laws - IPR agreements

9 Appendix 1

The following Table includes the identification of every Party's Background needed for the Project.

(Information which is held by a Party prior to its accession to this agreement, as well as the intellectual property rights pertaining to such information, including the application that has been filed before its accession to this agreement, which is needed for carrying out the Project or for using Foreground.)

Party	Background
UniTE	UNITE (Faculty of Bioscience and Technology for Food, Agriculture and Environment) being a constituent unit of the University of Teramo, performs both education and research in the fields of food science and technology and biotechnology). It includes undergraduate, graduate and postgraduate education, in the Food Science and Technology sector. Main mission is: i) to generate and transfer new knowledge, thereby to contribute to the sustainable development of the local community and wider region in a national and international perspective; ii) to lead and perform the formation of professionals in various fields and creative experts as a result of educational processes based on research, innovations and practical training in a lifelong learning perspective. In addition, UNITE with reference to the Faculty of Communication Sciences holds expertise on innovative teaching tools and methodologies.
BOKU	BOKU is represented with the Department of Food Science and Technology, which carries out research and undergraduate, graduate and postgraduate education in the fields of food science and technology and biotechnology. The expertise covers also the application of innovative teaching methods and tools.
UHOH	UHOH is the leading University in agricultural research and food sciences in Germany. The Hohenheim Research Center for Bioeconomy (RCB) is a

	<p>central inter-faculty research management institution at UHOH aiming to strengthen UHOH’s scientific potential in the field of Bioeconomy with special emphasis on sustainable agricultural production, digitization and bio-based products. RCB has extensive know-how in:</p> <ul style="list-style-type: none"> • the coordination of international and national cooperation projects and platforms. • the organization of dissemination, knowledge transfer and innovation supporting activities for the agri-food sector (with special emphasis on the multi-stakeholder approach). <p>The communication with and participation in relevant networking initiatives.</p>
CUT	<p>CUT has knowhow on most food science and technology subjects and in addition on matters related with primary production (since programs in Plant and Animal Science are also in place). CUT has also good expertise on industry services (analytical and consultancy). As an academic institution has all the facilities and technical capacity for distance learning and/or traditional learning for both tertiary education level and vocational training of all levels.</p>
WUR	<p>WUR is represented by the group Food Quality & Design (FQD) of the department Agrotechnology and Food Sciences. WUR-FQD is responsible for education and research in the field of food science and technology. Moreover, FQD develops and implements new learning and teaching methods (like new multidisciplinary curricula, learner-centred and real problem-based teaching and learning, and distance learning).</p> <p>UZAG The Faculty of Food Technology and Biotechnology, being a constituent unit of the University of Zagreb, performs undergraduate, graduate and postgraduate education in the fields of food technology, biotechnology and nutrition, aimed at creating new knowledge and ideas and at fostering critical thinking and creativity, and knowledge, as well as innovation transfer towards industry.</p>
UZAG-PBF	<p>UZAG The Faculty of Food Technology and Biotechnology, being a constituent unit of the University of Zagreb, performs undergraduate, graduate and postgraduate education in the fields of food technology, biotechnology and nutrition, aimed at creating new knowledge and ideas and at fostering critical thinking and creativity, and knowledge, as well as innovation transfer towards industry.</p>
CASSIOPEA	<p>CASSIOPEA has extensive know-how on skills assessment and innovative training models that apply reverse incubation and flipped interdisciplinary methodologies.</p>
LVA	<p>LVA obtains expertise in food technology and processing, food law and on-site vocational trainings (e.g. hygiene, food law, HACCP, food standards,</p>

	FCM, sensory) for employees of the Austrian food economy, as well as managing webinars and web conferences.
FED	Federalimentare represents, protects and promotes the Italian Food and Drink Industry, the second-highest-ranking Italian manufacturing sector which accounts for 8% of the national GDP, with an annual turnover of over 137 billion Euro. The 13 Italian trade Associations for each food and drink sector are grouped together under Federalimentare, which represents almost 7,000 companies with more than 9 employees each, located throughout Italy. The Federation is committed to working alongside the authorities in promoting a food model based on safety and quality requisites; moreover, the Federation is aware of the needs of food companies and promotes collective economic and social growth. FEDERALIMENTARE is member of FoodDrinkEurope and Confindustria (Confederation of Italian Industries). In addition, Federalimentare is the organiser of the international CIBUS Parma Fair and CIBUS TEC brand, together with Fiere di Parma.
FDE	FoodDrinkEurope represents individual industries, food national Federations, and sectorial associations in Europe. The main areas of expertise are: understanding food industry’s needs, and understanding European policies on environment, trade, consumers and diet, and food safety and R&D. It also includes the platform Food for Life where industries and universities are joined together for scientific expertise and social engagement activities, where the skills and human resources for big and small industries are discussed.
SEVT	SEVT is the official body representing the Hellenic Food and Drink Industries at National, European and International level. SEVT membership is made up of Branch Associations and individual food companies. SEVT has know-how in <ul style="list-style-type: none"> • exploring food industry’s needs • organizing dissemination, capacity building, knowledge transfer and innovation supporting activities • co-ordinating networks of food companies and HEI and bridging the gap between them • collecting data from the food industry • developing proposals and recommendations for the policy makers.
ISEKI-Food	ISEKI-Food has know-how in <ul style="list-style-type: none"> • the development, evaluation and accreditation of food study programmes • the development of certification schemes, certification of CPD trainings and professional certification

	<ul style="list-style-type: none"> • implementing innovative teaching methods and tools • e-training • website management • event organisation
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10 Appendix 2

The following Table includes the identification of every Party’s role in the exploitation of the Foreground needed for the Project.

(Information which is held by a Party prior to its accession to this agreement, as well as the intellectual property rights pertaining to such information, including the application that has been filed before its accession to this agreement, which is needed for carrying out the Project or for using Foreground.)

Party	Role in the exploitation of Foreground
UniTE	UNITE is interested to hold, sustain and exploit, also in collaboration with other parties, developed virtual tools, training material, tools and certification schemes. Interested in using developed material, which is considered as open source. Dissemination channel to Higher Education institutes, training providers, innovation centres, as well as private and public organisation at national and international level.
BOKU	BOKU is interested to hold, sustain and exploit, also in collaboration with other parties, developed virtual tools, training material, tools and certification schemes. BOKU is Interested in using any developed products.
UHOH	Interested in exploiting training material, tools and methods created within the ASKFOOD project that will be considered Open Source. Dissemination channel to academia, (food) industry/association.
CUT	Interested in exploiting developed training materials and tools. Interested in (co-) exploitation of certification schemes. Interested to disseminate into local and international food and food related industry directly or via professional training of industry staff.
WUR	WUR is interested in exchanging innovative teaching methods, materials and tools created within the ASKFOOD

	project that will be considered Open Source. Also, WUR is interested in understanding the specific needs and requirements for knowledge transfer of the food science industry.
UZAG-PBF	UZAG is interested in innovative specific training contents and methods created within the ASKFOOD project that will be considered Open Source. Dissemination channel to food industry.
CASSIOPEA	Innovative specific training contents and methods created within the ASKFOOD project, that will be considered Open Source.
LVA	Interested in exploiting developed training materials and tools. Interested in (co-) exploitation of certification schemes. Interested in using developed material, which is considered as open source. Dissemination channel to industry and policy makers.
FED	Federalimentare supports research and innovation, in keeping with tradition, by responding to market developments and new consumer needs. Moreover, it works as a dissemination channel to food industry.
FDE	Dissemination channel to food industry but also a channel to understand industry's requirements.
SEVT	Dissemination channel to food industry, academia and research institutions.
ISEKI-Food	Interested in exploiting developed virtual tools, training material, tools and certification schemes. Dissemination channel to academia and research institutions.

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