FAIRWAY

Farm System Management and Governance for Good Water Quality and Drinking Water Supplies

Data Management Plan

FAIRWAY Deliverable number: 1.2

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History of changes		
Version	Date	Change
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Preface

The European Commission is running a flexible pilot called the Open Research Data (ORD) Pilot in H2020 projects. The ORD pilot aims to improve and maximize access to and re-use of research data generated by H2020 projects. The ORD pilot is complementary to the open-access publication of research papers which is an obligation in H2020 projects. As a part of the open access publication of research papers, data needed to validate the results in publications should become publicly available. In addition, the ORD pilot encourages beneficiaries to give open access to any other research data generated within the project. Requirements of the data pilot are to i) develop a Data Management Plan, ii) deposit data in a research data repository, iii) deliver open data and open access publications, freely to use, modify and share by anyone, and iv) provide information, tools and instruments needed to validate results.

The terms and conditions for open access publishing of research data are laid down in the Data Management Plan (DMP) which is an obligatory deliverable for projects under the ORD pilot and should be handed in within six months after the start of the project. Within the DMP, the consortium describes the data management life cycle for the data to be collected, processed and/or generated by the H2020 project.

FAIRWAY will take part in the Commission's Pilot on Open Research Data. The present document is the first version of the FAIRWAY Data Management Plan (DMP).

1 Introduction

Data management is an important subject in research projects, and is of particular importance for FAIRWAY as data obtained from various sources and from the 13 different case study sites should be made available within the project to e.g. Work Package (WP) leaders in appropriate formats.

WP leaders need these data to perform their tasks and to compare the different study sites. Furthermore, data generated by FAIRWAY may also be of interest to scientists and other stakeholders that are not part of FAIRWAY. As the FAIRWAY consortium recognises the need to make data available where this is possible, FAIRWAY has decided to join the Data Management Plan (DMP) pilot. FAIRWAY will thus endeavour to make its data FAIR (findable, accessible, interoperable and reusable). As part of this effort, a DMP plan will be devoloped that covers the main datasets developed in FAIRWAY.

In the Grant Agreement (GA), the EC distinguishes two types of data regarding the open access publication of research data: (article 29):

- the data, including associated metadata, needed to validate the results presented in scientific publications as soon as possible;
- other data, including associated metadata, as specified and within the deadlines laid down in the DMP.

Additionally, the beneficiaries are obliged to provide any metadata necessary for validation of the results (GA, article 29)

Open access publication of Data management is an important subject in research projects, and is of particular importance for FAIRWAY as different types of data (should be made available for reuse within the project. Part of the data will eventually become publicly available in order to enable re-use by others not related to the project. In all cases, FAIRWAY will be transparent on the origin of the data and the management of the collected information.

As part of this effort, a DMP has been developed (and will be extended in 2018) that covers the main datasets build in FAIRWAY. This DMP will, for each dataset, explain the following topics:

- The handling of research data during and after the end of the project.
- What data will be collected, processed and/or generated.
- Which methodology and standards will be applied.
- Whether data will be shared/made open access (data to be used in report/publications).
- How data will be curated and preserved (including after the end of the project).

Data management is a complex issue that also has links to e.g. property rights and publications. Beneficiaries do not have to ensure open access to specific parts of their research data if the achievement of the action's main objective would be jeopardised by making those specific parts of the research data openly accessible (GA article 29). In such a case, the reason for not giving access to the data should be described in the DMP. For example, some data that are being used in FAIRWAY are not owned by the FAIRWAY consortium, and therefore FAIRWAY partners are not at liberty to make these data available to others.

Privacy issues may play a role as there is the obligation to protect results as in described in the GA in Article 27 GA (confidentiality obligations), Article 36 (the security obligations), Article 37 (obligations to protect personal data) and Article 39 (EU 2016/679 General Data Protection Regulation). All these issues require careful consideration, also in the light of what is written about these topics in the Grant Agreement (Annex 2), Consortium Agreement (Annex 2) and Deliverable D9.1 *"Ethics POPD Requirement No. 1."* These need to be considered in this DMP in order to make sure that no conflicts exist between documents, and that the interests of the different FAIRWAY partners are not harmed. For these reasons, data cannot always be open to others. This fact is also recognised in the Guidelines on FAIR Data Management in Horizon 2020, which state that data should be 'as open as possible and as closed as necessary'.

The DMP does not cover agreements or procedures related to data ownership or data publishing because these issues are already covered by the General Agreement (GA) and Consortium Agreement in the following articles, as decribed in detail in Annex 2.

Within FAIRWAY, data management is an issue for all Work Package (WP) leaders. Development of the DMP will be an interactive effort initiated by the project coordinator and executed by the coordination team and WP leaders. The underlying document is the first version of the DMP. The DMP is a living document in which information will be made available on a finer level of granularity through yearly updates.

2 FAIR Data management

The DMP is written following the template delivered by the EC and based on the FAIR (Findable, Accessible, Interoperable, Reuse) concept. A summary of the template and FAIR concept is available in Annex 1.

2.1 Data summary

2.1.1 Data management and FAIRWAY objectives

The overall objective of the FAIRWAY project is to review current approaches and measures for protection of drinking water resources against pollution caused by pesticides and nitrate from agriculture in the EU elsewhere, and to identify and further develop innovative measures and governance approaches for a more effective drinking water protection, together with relevant local, regional and national actors.

The FAIRWAY partners form a unique blend of researchers, farm advisors and consultancies and is built on 13 case studies ('living labs') in 11 different EU countries. These cases will form the core of a multi-actor platform, underpinning all FAIRWAY work packages. FAIRWAY will extract lessons learned from the case studies and use other sources of information, including literature and other projects to identify success and failure factors for wide-ranging and long-duration implementation of cost-effective mitigation options. Measures will be evaluated with focus on evaluation of the social, economic and technical barriers to the effective implementation.

Throughout FAIRWAY, data will be collected and generated about water pollution with nutrients and pesticides, farm practices, mitigation measures, and farm advice and other decision support tools. This data will originate especially from the 13 case studies. Data will be delivered by involved scientists and stakeholders.

Open and accessible research data of FAIRWAY will maximize the usefulness and reuse of the data. In addition, it will foster creative use, transparency and public participation. To achieve the mentioned objectives of data management, the digital data collected and generated by FAIRWAY will be deposited in a research data repository (which repository will be used, has to be decided).

Measures will be taken to make it possible for third parties to access, mine, exploit, reproduce and disseminate — free of charge for any user — the following: (i) the data, including associated metadata, needed to validate the results presented in scientific publications as soon as possible; and (ii) other data, including associated metadata, as specified and within the deadlines laid down in the present data management plan.

2.1.2 Types and formats of data

Fairway will collect and generate data with respect to (Table 1):

- Harmonized dataset of water quality Indicators for nitrate
- Harmonized dataset of water quality Indicators for pesticides

- Measures aimed at decreasing nitrate pollution
- Measures aimed at decreasing pesticide pollution
- Existing Decision Support Tools for farm management

Table 1. Data collected in FAIRWAY.

Data	**Work package**	**Origin**
Harmonized dataset Water quality Indicators for nitrate	WP3; deliverable D3.3	Existing sources: • 13 case studies • Literature • EU-wide data-bases
Harmonized dataset Water quality Indicators for pesticides	WP3; deliverable D3.3	Existing sources: • 13 case studies • Literature • EU-wide data-bases
Measures aimed at decreasing nitrate pollution	WP4	Existing sources: • 13 case studies • Literature
Measures aimed at decreasing pesticide pollution	WP4	Existing sources: • 13 case studies • Literature
Existing Decision Support Tools for farm management	WP5	Literature, internet, FAIRWAY partners

Part of the data will be collected and generated in the case-studies. For several case-studies, new data will be generated by monitoring of water and soil quality and other agri-drinking water indicators. In other cases, existing (monitoring) data will be used to describe the environmental situation. In several case-studies, farmers cooperate on a voluntary basis with local governments to improve their mineral or crop protection management that result in less losses to the environment. In such cases, agreements with the farmers sometimes exclude that this information will be made public or must be edited to anonymize.

2.2 FAIR Data Management

In this paragraph, a general overview of FAIR data management of the FAIRWAY project is given. In next version of the DMP (2018), the FAIR data management (Annex 1) will be applied to all of the data base that will be delivered by FAIRWAY (Table 1).

2.2.1 Findable: Making data findable including provisions for metadata

- Each FAIRWAY report with the dissemination level ‘public’ will receive a DOI (Digitial Object Identifiers) number for identification purposes. The library of Wageningen UR can assign

DOI numbers to FAIRWAY reports but the WP-leader has the liberty to allocate this task to the library of his own institute. The institute who assigns the DOI number becomes automatically the formal publisher of the report (this will not affect the format of the report).

- FAIRWAY reports and peer-reviewed papers will be stored in the Wageningen Library Repository or other repository to ensure that reports remain accessible after the end of the project.
- Other non-official documents, such as presentations, press releases, articles, can be stored in the Wageningen Library Repository, if desired and appropriate.
- Small datasets, covering less than 1 A4, will be included as appendices in the report or paper (pdf format).
- Larger datasets will be stored in an online repository preferably in platforms that are supported by the Wageningen Library Repository (DANS EASY or 4TU) or in another public repository to ensure that the data can be linked with the report or paper. The choice of the repository will be made in the next version of the DMP (2018).
- All FAIRWAY reports and peer-reviewed papers will be stored in the Wageningen Library Repository or repository of libraries of partners of FAIRWAY to ensure that reports remain accessible after the end of the project.
- General metadata allow the dataset to be found and will include a short description of the data, keywords, and link to the accompanying report/paper/document.
- More detailed metadata (such as analytical procedures, model assumptions) will be given in the main text or appendices of the accompanied paper or report.

2.2.2 Accessible: Making data openly accessible

It should first be decided whether the database needs to be made openly available and if there are any restriction (next version of DMP in 2018). The reason is that all data that are to be included are openly available elsewhere already. If the data will be made available, this will be done by a data repository (decision in 2018). Most data will be available by standard software, e.g. Microsoft Excel of Access.

2.2.3 Interoperable: Making data interoperable

The WP-leader responsible for the database/data collection will be responsible for collecting and archiving the data of different sources in the correct format, same units and with the necessary meta-data. The data will be available in formats compatible with Microsoft office. To allow interoperability, only standard vocabularies and units will be used (to be defined by the WP-leader responsible for data archiving).

2.2.4 Reuse: Increase data reuse

The open-access data will be available free of charge and without further restrictions. How long the data will be preserved in an open-access repository will be decided in a later stage. Procedures on data quality assurance will be discussed in a later stage. If needed, licensing is dealt with by the original sources.

2.3 Allocation of resources

Costs for data archiving are covered by the projects budget. No additional costs for usage of the open-access repositories are foreseen. The WP-leader is responsible for the collection and archiving of the data. Costs are expected to be low, as all data are already available. Resources for long-term preservation will be discussed at a later stage.

2.4 Data Security

To be determined in a later stage of the project. For part of the data, the original sources (i.e. the case studies) have arranged this.

2.5 Ethical aspects

No ethical issues foreseen for the database indicated in Table 1.

According to the H2020 Guidance on ethics, personal data is 'any information, private or professional, which relates to an identified or identifiable natural person.' For example: name, address, e-mail, CV, medical records, etc. Sensitive data - e.g. health, sexual lifestyle, ethnicity, political opinion, religious conviction - require specific authorization by the national data protection authority. ` Processing of personal data means any operation which is performed on personal data. For example: collection (digital audio recording, video caption), recording, disclorsure by transmission (share, exchange, transfer), retrieval and consultation etc. In FAIRWAY no sensitive personal information will be recorded or stored during this project. Therefore, there are no permissions from competent local/national ethic/legal bodies required.

FAIRWAY will collect personal information which is usually provided on the experts or stakeholders business cards and which is usually accessible in the public space, or e.g. on their institutions' websites (i.e. information necessary to identify an expert or stakeholder in his or her official or professional role, i.e. name, country of residence, represented institution, role in this institution, and email-address. This information and a photo of each participant is used for the FAIRWAY website. A consent form has sent by Wageningen Research to the all participants of FAIRWAY in which they could indicate that they agree that the information will be posted on the FAIRWAY website.

Films and videos are means to disseminate results of FAIRWAY to large audiences across Europe. For this reason, a professional film maker is part of the consortium. The films will be made available on YouTube, and other media such EIP Agri website, and relevant professional web portals, which are used by farmers. Ae consent form will be used to be filmed during an interview and for the film to be released on the FAIRWAY project website and various social media platforms.

2.6 Other issues

Not relevant.

Annex 1. FAIR Table format used for each data set

DMP component	Issues to be addressed
1. Data summary	• Purpose of the data collection/generation • Relation to the objectives of the project • Types and formats of data generated/collected • Existing data that is being re-used (if any) • Origin of the data • Expected size of the data (if known) • Data utility: to whom will it be useful
2. FAIR data	
2.1 Make data findable, including provisions for metadata	• Discoverability of data (metadata provision) • Identifiability of data and refer to standard identification mechanism. Do you make use of persistent and unique identifiers such as Digital Object Identifiers? • Naming conventions used • Approach towards search keyword • Approach for clear versioning • Standards for metadata creation (if any). If there are no standards in your discipline describe what type of metadata will be created and how standards for metadata from existing datasets are adopted (FADN, Eurostat, CLC, LUCAS).
2.2 Making data openly accessible	• Data that will be made openly available If some data is kept closed provide rationale for doing so • How the data will be made available • Methods or software tools are needed to access the data? Is documentation about the software needed to access the data included? Is it possible to include the relevant software (e.g. in open source code)? • Where the data and associated metadata, documentation and code are deposited • How access will be provided in case there are any restrictions
2.3 Making data interoperable	• Interoperability of your data. Specify what data and metadata vocabularies, standards or methodologies you will follow to facilitate interoperability.

	• Standard vocabulary for all data types present in your data set, to allow inter-disciplinary interoperability? If not, will you provide mapping to more commonly used ontologies?
2.4 Increase data re-use (through clarifying licences)	• How the data will be licenced to permit the widest reuse possible • When the data will be made available for re-use. If applicable, specify why and for what period a data embargo is needed • Whether the data produced and/or used in the project is useable by third parties, in particular after the end of the project? If the re-use of some data is restricted, explain why • Data quality assurance processes • Length of time for which the data will remain re-usable
3. Allocation of resources	• Costs for making your data FAIR. Describe how you intend to cover these costs • Responsibilities for data management in your project • Costs and potential value of long term preservation
4. Data security	• Data recovery as well as secure storage and transfer of sensitive data
5. Ethical aspects	• To be covered in the context of the ethics review, ethics section of DoA and ethics deliverables. Include references and related technical aspects if not covered by the former
6. Other	• Refer to other national/funder/sectorial/departmental procedures for data management that you are using (if any)

Annex 2. Data sharing, use and publication in FAIRWAY

Introduction
Data sharing, data ownership and publishing are to a large extent arranged within the FAIRWAY project documents, in particular in the Terms and Conditions of the Grant Agreement (GA) and in the Consortium Agreement (CA). Below these 3 subjects are discussed separately in 3 sections. Each section starts with the relevant text from the Terms and Conditions and from CA, and concludes with a summary of what this means for FAIRWAY, and a proposal for additional agreements where needed.

Data sharing

Terms and Conditions GA

7.1 General obligation to properly implement the action
The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.

31.2 Access rights for other beneficiaries, for implementing their own tasks under the action
The beneficiaries must give each other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.

31.3 Access rights for other beneficiaries, for exploiting their own results
The beneficiaries must give each other — under fair and reasonable conditions (see Article 25.3) — access to results needed for exploiting their own results.
Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

Consortium Agreement (CA)

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

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The texts fromt then GA and CA above make clear that if the contract demands that data are shared, parties are obliged to deliver the data. This means, for example, that if the DOA (which is part of the contract!) states that in one the WPs will assemble data from all study sites, study sites are obliged to provide these data to that WP. This is done in a manner of good faith.

In our view, this is clear enough, so that strictly speaking no additional agreements are needed for FAIRWAY. However, we can add the following: WP leaders and others who receive data from study sites (or from other partners) promise to use the data they received only to fulfil their contractual obligation in FAIRWAY. This corresponds to clause 9.2.5. in the CA; "*Results and Background shall be used only for the Project and only for the purposes for which Access Rights to it have been granted*". Any other use of these data (e.g. direct or indirect use of the data in a publication of any sort, or make data available to third parties outside of the consortium) needs to be discussed with the data owner(s) first, and will only be allowed after the data owner has given written consent. In case of a publication, the data owner has the possibility to become co-author of the publication, see the section on publishing.

Data ownership and use

Terms and Conditions of GA

26.1 Ownership by the beneficiary that generates the results

Results are owned by the beneficiary that generates them.

'**Results**' means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

26.2 Joint ownership by several beneficiaries

Two or more beneficiaries own results jointly if:
(a) they have jointly generated them and
(b) it is not possible to:
(i) establish the respective contribution of each beneficiary, or
(ii) separate them for the purpose of applying for, obtaining or maintaining their protection (see Article 27).

The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership ('**joint ownership agreement**'), to ensure compliance with their obligations under this Agreement.

Unless otherwise agreed in the joint ownership agreement, each joint owner may grant non-exclusive licences to third parties to exploit jointly-owned results (without any right to sub-license), if the other joint owners are given:
(a) at least 45 days advance notice and
(b) fair and reasonable compensation.

Once the results have been generated, joint owners may agree (in writing) to apply another regime than joint ownership (such as, for instance, transfer to a single owner (see Article 30) with access rights for the others).

CA
8.0 Ownership of Results

Results are owned by the Party that generates them.

8.1 Joint ownership

Unless otherwise agreed:
- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties(without any right to sub-license), if the other joint owners are given:
  (a) at least 45 calendar days advance notice; and
  (b) Fair and Reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance

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Texts make clear who owns the data. It is clear that ownership rests with the partner or partners who did the work. In our view this remains the case also after data have been shared with other partners in the consortium. The focus of the texts is on exploitation of results, hence it is not about use of data within the project. Use of data within the project is taken for granted, as discussed in the section on data sharing. Of course data that are collected in the project should be used for the purpose for which these data were intended, in accordance with the DOA. The main point here is that beneficiaries who carried out the work are the data owners. This ownership remains after the end of the project, so that in a new project it would become part of the background of the partner.

In case data are used outside the FAIRWAY project, both the Terms and Conditions of GA and CA mention 'fair and reasonable compensation'. The form of this compensation should be agreed upon by the involved parties, and can be material or non-material in nature.

Publishing

Terms and Conditions GA

29.1 Obligation to disseminate results
Unless it goes against their legitimate interests, each beneficiary must — as soon as possible — '**disseminate**' its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

A beneficiary that intends to disseminate its results must give advance notice to the other beneficiaries of — unless agreed otherwise — at least 45 days, together with sufficient information on the results it will disseminate.

Any other beneficiary may object within — unless agreed otherwise — 30 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests.

If a beneficiary intends not to protect its results, it may — under certain conditions (see Article 26.4.1) — need to formally notify the *Agency* before dissemination takes place.

29.2 Open access to scientific publications
Each beneficiary must ensure open access (free of charge online access for any user) to all peer-reviewed scientific publications relating to its results. In particular, it must:

(a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications; Moreover, the beneficiary must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications.
(b) ensure open access to the deposited publication — via the repository — at the latest:
(i) on publication, if an electronic version is available for free via the publisher, or
(ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.
(c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.

The bibliographic metadata must be in a standard format and must include all of the following:
- the terms *"European Union (EU)" and "Horizon 2020"*;
- the name of the action, acronym and grant number;

- the publication date, and length of embargo period if applicable, and
- a persistent identifier.

29.4 Information on EU funding — Obligation and right to use the EU emblem
Unless the *Agency* requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must:
(a) display the EU emblem and
(b) include the following text:

"This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 677407 (FAIRWAY project)".

When displayed together with another logo, the EU emblem must have appropriate prominence.
For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the *Agency*.
This does not however give them the right to exclusive use.
Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

29.5 Disclaimer excluding *Agency* responsibility
Any dissemination of results must indicate that it reflects only the author's view and that the *Agency* is not responsible for any use that may be made of the information it contains.

38.1 Communication activities by beneficiaries
38.1.1 Obligation to promote the action and its results
The beneficiaries must promote the action and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.
This does not change the dissemination obligations in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.
Before engaging in a communication activity expected to have a major media impact, the beneficiaries must inform the *Agency* (see Article 52).

38.1.2 Information on EU funding — Obligation and right to use the EU emblem
Unless the *Agency* requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:
(a) display the EU emblem and
(b) include the following text:

For communication activities: *"This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 677407 (FAIRWAY project)".*

For infrastructure, equipment and major results: *"This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 677407 (FAIRWAY project)".*

When displayed together with another logo, the EU emblem must have appropriate prominence.
For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the *Agency*.
This does not, however, give them the right to exclusive use.
Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

38.1.3 Disclaimer excluding *Agency* responsibility
Any communication activity related to the action must indicate that it reflects only the author's view and that the *Agency* is not responsible for any use that may be made of the information it contains.

38.2 Communication activities by the *Agency*
38.2.1 Right to use beneficiaries' materials, documents or information
The *Agency* may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material that it receives from any beneficiary (including in electronic form).
This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.
However, if the *Agency's* use of these materials, documents or information would risk compromising legitimate interests, the beneficiary concerned may request the *Agency* not to use it (see Article 52).

The right to use a beneficiary's materials, documents and information includes:
(a) **use for its own purposes** (in particular, making them available to persons working for the *Agency* or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
(b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
(c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
(d) **translation**;
(e) giving **access in response to individual requests** under Regulation No 1049/2001, without the right to reproduce or exploit;
(f) **storage** in paper, electronic or other form;
(g) **archiving**, in line with applicable document-management rules, and
(h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b),(c),(d) and (f) to third parties if needed for the communication and publicising activities of the *Agency*.
If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the *Agency* will insert the following information:
"© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the *Research Executive Agency (REA)* under conditions.

CA

8.4Dissemination

8.4.1. For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

8.4.2 Dissemination of own Results

8.4.2.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2 An objection is justified if
(a) the protection of the objecting Party's Results or Background would be adversely affected
(b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications.

8.4.2.3 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) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.5. The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

8.5.1. Dissemination of another Party's unpublished Results or Background

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

8.5.2. Cooperation obligations

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

8.5.3. Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

FAIRWAY

The text from the GA and CA shows that no partner can publish work from another partner unless there is written approval for that. Hence, the key is timely communication about any intended publication.
This applies to all use of Foreground, which includes:

- Someone else using data that you have collected
- You applying a method or model that was developed by someone else

Text from GA and CA also indicates that objections should not be continued unreasonably, which means that if an effort was made to overcome your objections, you have to accept.
Hence, GA and CA in our view adequately cover how to deal with publishing results that is (partly) owned by other partners.

The GA and CA do not state rules about co-authorship. Based on the provisions on the use of Foreground above, we propose that the first author of an intended publication informs all the other partners (especially those that have shared results) as soon as an idea for a paper emerges. The first author makes a proposition for co-authors based on their role as either contributor or data provider and includes as much information about the intended paper as is available, such as key objectives, intended timeline for writing and proposed journal. We suggest that the webpage for intended publication on the FAIRWAY website, mentioned above, is used by first authors to propose co-authors.

Everyone who provides data, methods, models or any other form of contribution will be invited to become co-author, in accordance with general scientific practice. From co-authors it is expected that they actively contribute to the paper. If there are any objections against publication at this stage[1], these should be raised within 14 days. In that case, reasons should be provided, and if possible suggestions on how to overcome these objections should be included too. First author and partners shall then endeavour to reach a mutual conclusion about co-authorship in harmony before the paper is written. If agreement is not reached, the matter shall be discussed with the project coordinator, who shall then decide whether co-authorship is warranted or not.

[1] All partners will still be able to object when the paper is submitted, as described in section 8.3.1.1. of the CA. Hence, in the inception stage described here, objections should only be raised if there are objections against writing a paper on the intended subject at all.