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1 INTRODUCTION

1.1 Deliverable goals

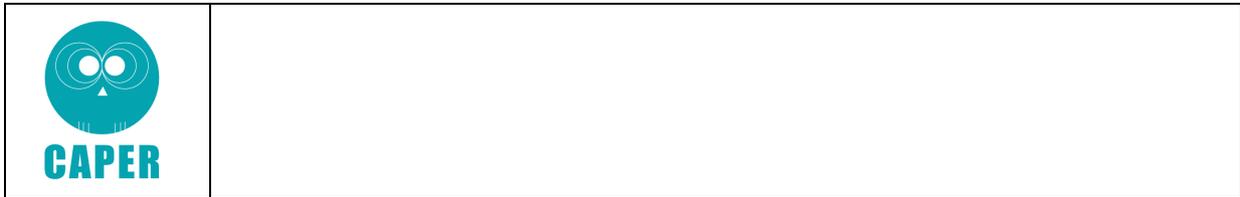
The present deliverable occurs at month 18 of the CAPER project. It aims at providing an overview on the planned goals, results obtained to date and future initiatives to be taken in both the fields of usage of the knowledge relating to the CAPER project and of dissemination of the project itself in all of its aspects.

1.2 Corresponding planned work in Annex I

The present deliverable remains included in WP9 "Dissemination and Exploitation" and is one of the goal of Task 9.1 dedicated to the spread of the project's achievements. The latter is described, by Annex I to relevant Grant Agreement (hereinafter, "Description of Work"), as:

«Extensive and broad ranging dissemination work, aimed at promoting awareness for the project activities and results, and relevant dissemination, will be provided by all partners and sought through various means, including: Website, technical papers, demonstrations or talks, speaking contributions at relevant national and international conferences, workshops, technical events, industrial forums, submission of papers to journals, and white papers or public reports made available on the project's website. Periodic email newsletters will be distributed to all concerned actors to ensure high visibility of the project progress. Targets for dissemination will include: related European and International projects, research community and business stakeholders. The following subtasks are envisaged:

- *Prepare a detailed dissemination plan including:*
 - *Project description (website): development/maintenance of a website providing the latest information on the project activities and achievements;*
 - *Production of leading-edge research material suitable for dissemination through publication in international journals, magazines, conferences and events;*
 - *Project presentation in conferences, workshops and panels*
 - *Promotion of project results and methods in carefully selected technical and industrial forums*
- *Coordinate and execute the realization of the dissemination plan: the viability of the introduction and exploitation of the project concepts and technology in e-Government procedures and scenarios will be explored.*
- *Scientific dissemination: publishing of technical papers, participation in national and international conferences, workshops, events.».*



2 EXPLOITATION OF KNOWLEDGE

2.1 Management of project partners' knowledge

The goal of the CAPER project is to create innovative technologies in the fields of visual analytics and data mining to be integrated in a platform which has the goal to fight organised crime. Namely, the CAPER platform will foster this goal allowing users, such as public authorities and law enforcement agencies in charge to maintain public security, to share, exploit and analyse either open and closed information sources¹.

The CAPER project is focused on the fusion and validation of existing state of the art to solve current bottlenecks in order to produce advanced solutions needed to successfully overcome the difficulties faced by law enforcement agencies in their daily investigative, crime prevention and suppression activities. To this end, the CAPER platform will be built recurring to the diversified knowledge of the partners. Further, the same partners have identified specific benefits they aspect to obtain by taking part to the CAPER project.

It is clear that, in order to successfully reach the desired results and benefits, a strict cooperation and interaction among the partners involved is required. This cooperation leads to the sharing of partners' knowledge as well as to the joint achievement of commercially profitable results. Therefore, the correct development of the CAPER project, the competitiveness of the project and outcomes with respect to potential competitors projects as well as the protection of the partners' interests, as identified above, are strictly depending on the correct management of the intellectual property rights (hereinafter, "IPRs")² that may arise in connection with such a cooperation. What is more, IPRs represent a key element in FP7 (the 7th Framework Programme) and therefore in the CAPER project, since at the basis of the rationale of the Commission to fund research projects it is the aim to foster and strengthen the level of competitiveness of the European market and industry and therefore protection and management of the results of the funded projects is of essence in terms of carrying out of the project and after completion, dissemination and exploitation of project results.

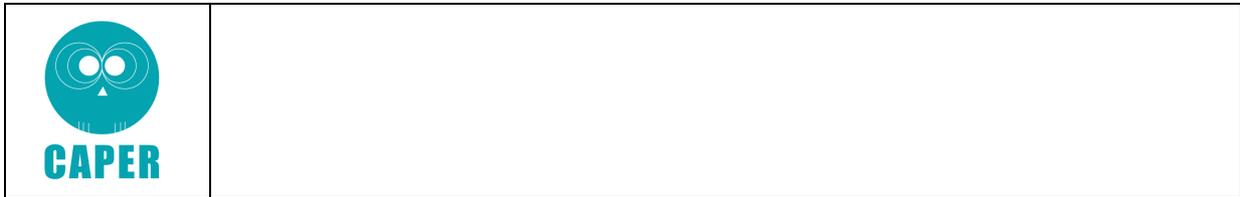
Within the CAPER project, the management of IPRs is tackled by either Task 9.2 "Exploitation plan" and by Task 9.3 "Intellectual Property Management".

The first one requires the development of an exploitation plan for the results of the CAPER project by partners as a way to maximise the impact of the CAPER project's outputs. Such a plan shall take into consideration, as key point, the identification of partners' undertakings in respect of the CAPER project's results. The second one, expressly asks the partners to elaborate an IPRs management guide laying down binding rules connected to the exploitation of the partners' previous knowledge made available in due course of the project and of the knowledge generated during the same.

To achieve the above illustrated results, at month 6 of the project the partners have produced D9.4 "IPR Management Guide" clarifying and elaborating the IPRs management structure and procedures for the correct exploitation of background information, which include any intellectual property that partners possess and that may be brought to the project and may somehow be accessed as a side effect of co-operation in the project, and foreground information which include the tangible and intangible results generated during or after completion of the CAPER project lifecycle.

¹ According to the CAPER's Description of Work open source information can be defined as information gathered notably from the Internet, from public sources, e.g. online newspapers, video sharing providers, social networks, etc., while closed source information refers to data collected through exploitation of LEAs' already existing databases.

² The definition of IPRs includes all the rights that may be legally protected, such as invention (e.g. patents and utility models); the appearance of a product (e.g. industrial designs); distinctive signs for goods and services (e.g. trademarks); and also copyrights and related rights (e.g. audio-visual works, databases, computer programs, etc.).



In particular, the deliverable at stake provides for:

- Guidance on potential issues such as ownership, registration, transfer and right to access either background and foreground information; and
- Clear instructions on the obligations resting on partners with regard to protection, use, and dissemination of either background and foreground information.

The IPR Management Guide is modelled on the basis of the relevant provisions laid down by the Grant Agreement No 261712 between the European Commission and the consortium generated among Partners and which details the duties and liabilities of the Partners vis-à-vis the European Commission. The same duties and liabilities also find further specification in the Consortium Agreement entered into by the partners and which sets forth, among the others, binding obligations with regard to IPRs.

In spite of the above, it remains understood that partners' obligations, additional to those already described in the IPR Management Guide, can find their origin in possible future undertakings occurred among partners, provided that the latter obligations do not prove to be contrary to the other partners' interests in the CAPER project, as described in the relevant contractual documentation above mentioned, and do not represent a violation of their obligations already undertaken.

2.2 Partners' expected benefits

Within the framework of the exploitation of the partners' knowledge, it is necessary to take into consideration the benefits the partners expect from their participation to the CAPER project. Of course, the benefits expected, although most commonly having economic nature, vary according to the nature of the relevant partners. It is in fact worth noting that certain partners are not-for-profit entities, while others are educational institutes or professional advisors.

The following table summarizes the benefits expected by each partner.

Partner	Knowledge/result	Use for the partner & targeted market	Benefits
S21sec	<ul style="list-style-type: none"> • Create a LEAs' knowledge engine for open source information. • Provide multilingual and semantic support for specific organised crime related needs. 	<ul style="list-style-type: none"> • Launch a new specific digital surveillance service focused on public and private security agencies. 	<ul style="list-style-type: none"> • Increase the market position and revenues of the current digital surveillance services (currently focused on digital brand surveillance, IPR protection, fraudulent marketing, executives' reputation etc...)



	<ul style="list-style-type: none"> • Correlation engine capable to link information from different sources to provide intelligence to the surveillance service. • Visual tools able to provide information and intelligence in an efficient way. 	<ul style="list-style-type: none"> • Value added service to the digital surveillance service, providing automatization of service provision. 	<ul style="list-style-type: none"> • Be able to provide high value services to current customers and LEAs.
	<ul style="list-style-type: none"> • Increase the format searching power including different type of formats (audio, video, biometrics) as well as new valuable type of sources (social networks) 	<ul style="list-style-type: none"> • Increase the capability of searching, crawling and filtering to provide useful information to the digital surveillance customers. 	<ul style="list-style-type: none"> • Better differentiation of S21sec from its competitors.
<p>VICOM</p>	<ul style="list-style-type: none"> • Real-time image tracking and object detection. 	<ul style="list-style-type: none"> • Internet monitoring applications in applied research. 	<ul style="list-style-type: none"> • Build recognition as computer vision experts at an EU level and in the LEAs' sector.
	<ul style="list-style-type: none"> • Basque Speech Recognition and NLP 	<ul style="list-style-type: none"> • General NLP applications and research interest to the Basque NLP community. One PhD student will be involved in related project tasks. 	<ul style="list-style-type: none"> • Build on current expertise in the field and aid in bringing Basque NLP further in line with Spanish and English NLP state of the art.
	<ul style="list-style-type: none"> • Internet content monitoring. 	<ul style="list-style-type: none"> • Allow further research applications of multilingual information analysis in non security related domains. 	<ul style="list-style-type: none"> • Will prove expertise necessary to engage in R&D projects related to internet marketing and sentiment trend analysis



			in the tourism and public administration sectors.
IGD	<ul style="list-style-type: none"> • Visual analytics tools. 	<ul style="list-style-type: none"> • Increase the portfolio of VA (visualisation and data-mining) tools. 	<ul style="list-style-type: none"> • The enlarged portfolio will give more freedom to combine VA tools into new experimental software prototypes. The tools will be applicable not only in prototypes in the field of security, but also in the field of business intelligence.
	<ul style="list-style-type: none"> • Visual analytics (VA) platform. 	<ul style="list-style-type: none"> • Create an extensible framework to use as a basis for new experimental VA prototypes. 	<ul style="list-style-type: none"> • The VA framework will significantly reduce the effort required to produce a VA prototype. It will allow us to spend more time focusing on innovative content rather than the nuts-and-bolts requirements.
	<ul style="list-style-type: none"> • Semantic analysis and visualisation. 	<ul style="list-style-type: none"> • Semantic analysis visualisation will support the ad-hoc inclusion of heterogeneous data sources in visual analytics (VA) applications by enabling the visualisation of information about the data to be 	<ul style="list-style-type: none"> • The inclusion of semantic analysis and visualisation will reduce the programming and integration overhead for the import of data from unfamiliar



		imported.	sources. This will allow the quick application of VA tools to new data sources and the rapid testing of tool suitability.
IIT	<ul style="list-style-type: none"> • Social Content Analysis and Exploitation. 	<ul style="list-style-type: none"> • Techniques for gathering and addressing specific social contributions such as health questionnaires. • Techniques to automatically build or enrich existing knowledge resources from socially collected data like for instance Wikipedia. 	<ul style="list-style-type: none"> • The study of methodologies and techniques to gather and mine social contents is a core issue in the context of current web information mining; the fields of application of the related results are wide and a better experimentation in the context of CAPER could be of great value for our research group at IIT. • Also the collaborative construction of knowledge resources is a fundamental topic in current information management trends; the possibility to study new techniques to involve non



			<p>expert users and to exploit as much as possible social contributions is extremely relevant for our research.</p>
	<ul style="list-style-type: none"> • Semantic web services and tools. 	<ul style="list-style-type: none"> • Methodologies and interfaces to effectively navigate and visualise linked data, by exploiting and aggregating the information coming from different data-sources. 	<ul style="list-style-type: none"> • The definition of the best patterns to navigate and aggregate Semantic Web data represents a relevant issue that deserves to be better analyzed so as to really realise semantic web global vision of Web contents structuring; we have begun to face this problem when we have tried to access or integrate semantic web datasets.
	<ul style="list-style-type: none"> • Rich user interfaces and mash-up applications. 	<ul style="list-style-type: none"> • Different visualisation paradigms of cultural heritage data. 	<ul style="list-style-type: none"> • The definition of highly interactive and usable user interfaces, often web based is a core issue in order to make possible the access to any kind of resources on a global scale;



			we are interested in better understand the contexts of applications of rich user interfaces so as to exploit them in different contexts.
UAB	<ul style="list-style-type: none"> • Database on national and EU legislation on the CAPER topics. 	<ul style="list-style-type: none"> • Further research on coordination and interoperability of national legislations and EU institutions (Eurojust, Europol, Schengen). 	<ul style="list-style-type: none"> • Strengthen UAB expertise on coordinating national and EU legislation on security and organised crime.
	<ul style="list-style-type: none"> • Ontologies on the domains of data protection and security. 	<ul style="list-style-type: none"> • Further development, merging, and reusability of legal ontologies. 	<ul style="list-style-type: none"> • Strengthen UAB position in the semantic web market applied to the legal domain.
	<ul style="list-style-type: none"> • Protocols related to implementation of ISO standards. 	<ul style="list-style-type: none"> • Procedural methodologies to implement ISO and ENs standards. 	<ul style="list-style-type: none"> • Strengthen UAB expertise by offering legal and technical guidelines to comply with ISO and ENs standards.
BAK	<ul style="list-style-type: none"> • Strengthen knowledge in the technical areas tackled by the project. • Expand knowledge in legal and also technical field. • Enhance capacity to interact with technicians. 	<ul style="list-style-type: none"> • Better understanding of technicalities linked to legal issues. • Cutting edge knowledge in very update legal and technical matters. • Better understanding of problems of clients. 	<ul style="list-style-type: none"> • Strengthen market position as IT focused legal firm. • Enhanced services to clients. • Better management of clients relationships.



		<ul style="list-style-type: none"> Ability to spot issues even when clients are not aware of technical implications and problems. Better management of relationship with IT people within the client organizations. 	
	<ul style="list-style-type: none"> Visibility at national, EU and International level. 	<ul style="list-style-type: none"> Present the firm as a partner in EU founded projects underlying firm's capacity and knowledge. 	<ul style="list-style-type: none"> Visibility as IT focused firm in the national and international markets.
IKUSI	<ul style="list-style-type: none"> Mapping and identification of connections between entities in multilevel complex networks. 		<ul style="list-style-type: none"> A significant step forward in current ongoing research.
	<ul style="list-style-type: none"> Identification of intrinsic patterns and connections. 		
	<ul style="list-style-type: none"> Integration and interfacing of multiple sources based on consortium capabilities into a coherent network for end user navigation and complex querying. 		
VI	<ul style="list-style-type: none"> Application of our speech recognition systems, segmentation algorithms and semantic indexing methods to the security area and the web in general. 	<ul style="list-style-type: none"> Create products and services for crawling, filtering and searching of useful information on specific data (under investigation) or generic data (web) for LEAs. 	<ul style="list-style-type: none"> Create a strong position on the market to the LEA operating on Portuguese data, both in Europe, South America and Africa.
	<ul style="list-style-type: none"> Adding additional features to our algorithms in order to process different kind of data, as broadcast, telephone speech, home and personnel videos. 	<ul style="list-style-type: none"> Increase robustness of our systems and enlarge the scope our products. 	<ul style="list-style-type: none"> Better retrieval of results improving our competitiveness.
Technion	<ul style="list-style-type: none"> Mapping and identification of connections between entities in multilevel complex networks. 		<ul style="list-style-type: none"> A significant step forward in current ongoing
	<ul style="list-style-type: none"> Identification of intrinsic patterns and connections. 		



	<ul style="list-style-type: none"> Integration and interfacing of multiple sources based on consortium capabilities into a coherent network for end user navigation and complex querying. 		research.
Synthema	<ul style="list-style-type: none"> Analysis, classification and filtering of multilingual and speech information, and semantic mesh-up. 	<ul style="list-style-type: none"> Synthema, having a long lasting working experience with operative structures of government institutions and agencies, will exploit Caper in order to tune up a new solution for law enforcement. 	<ul style="list-style-type: none"> Create a new market, leveraging on a leadership in the IA domain.
	<ul style="list-style-type: none"> Development of linguistic processors for non european languages. 	<ul style="list-style-type: none"> Synthema, as a provider as enterprise semantic search solutions, will easily propose new languages to its customers. Synthema will also target new foreign markets. 	<ul style="list-style-type: none"> Provide new offers to customers, provide access to larger information in new languages. Increase revenues and market.
	<ul style="list-style-type: none"> Availability of new linguistic processors and domain name resources (like Arabic or LEA ontology). 	<ul style="list-style-type: none"> Synthema can access to linguistic processors for new languages; Synthema can offer linguistic processors to Caper partners. 	<ul style="list-style-type: none"> Strong development of new partnerships, access to new foreign markets. Provide new offers to customers, provide access to larger information in new languages.
	<ul style="list-style-type: none"> Availability of new speech processors. 	<ul style="list-style-type: none"> Synthema can access to new speech processing features. Very useful will be word 	<ul style="list-style-type: none"> Strong development of speech processing features,



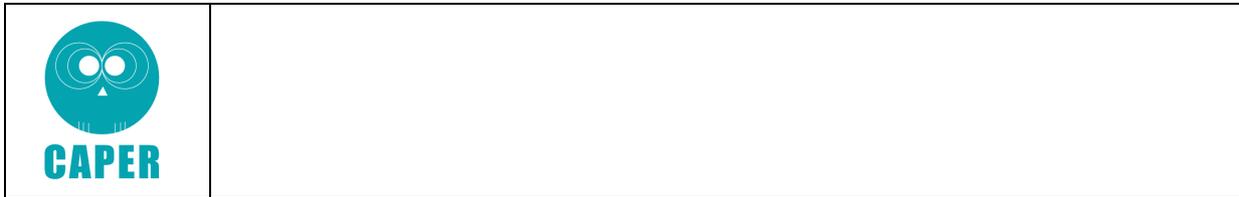
		spotting and ASR, which could be integrated into existing solutions for partners.	integration of audio mining in all the search platforms and in the text mining solution. <ul style="list-style-type: none"> • Provide new offers to customers, provide access to audio and video in new languages.
	<ul style="list-style-type: none"> • Standardisation, via KAF format, of tools and data. 	<ul style="list-style-type: none"> • Interchangibility of data and tools and easy integration of new data sources, both for structured text and multimedia data. 	<ul style="list-style-type: none"> • Innovative best of class solution to customers, providing all-in-ole access to audio, speech and structured information. • Strong consolidation of the position in the market.

2.3 Patenting

The research activities carried out by partners in accordance with the terms specified in each work package may lead to realization of patentable technical solutions.

A patent is an exclusive right granted for an invention, which is a product or a process that provides, in general, a new way of doing something, or offers a new technical solution to a problem. A patent provides protection for the invention to the owner of the patent.

Patent protection means that the invention cannot be commercially made, used, distributed or sold without the patent owner's consent. These patent rights are usually enforced in a court, which, in most systems, holds the authority to stop patent infringement. Conversely, a court can also declare a patent invalid upon a successful challenge by a third party. A patent owner has the right to decide who may - or may not - use the patented invention for the period in which the invention is protected. The protection is granted for a limited period, generally 20 years. The patent owner may give permission to, or license, other parties to use the invention on mutually agreed terms. The owner may also sell the right to the invention to someone else, who will then become the new owner of the patent. Once a patent expires, the protection ends, and an invention enters the public domain, that is, the owner no longer holds exclusive rights to the invention, which becomes available to commercial exploitation by others.



In order to be patentable, the invention must fulfill certain conditions. An invention must, in general, fulfill the following conditions. It must be of practical use; it must show an element of novelty, that is, some new characteristic which is not known in the body of existing knowledge in its technical field. This body of existing knowledge is called "prior art". The invention must show an inventive step which could not be deduced by a person with average knowledge of the technical field. Finally, its subject matter must be accepted as "patentable" under law.

A patent is granted by a national patent office or by a regional office that does the work for a number of countries, such as the European Patent Office. Under such regional systems, an applicant requests protection for the invention in one or more countries, and each country decides as to whether to offer patent protection within its borders.

Procedural and substantive requirements for the grant of patents are different from one country/region to the other. In particular, practices and case law regarding the patentability of software-related inventions vary significantly in different countries. For example, in some countries, inventions within the meaning of patent law must have a technical character and software as such is not considered a patentable invention, while in others, such requirements do not exist, so that software is generally patentable subject matter. On the other hand, computer programs may be protected under copyright. However, according to a well-established principle, copyright protection extends only to expressions, not to ideas, procedures, methods of operation or mathematical concepts as such.

In order to let the partners understand whether there might be room for patenting of the technical solutions produced during the project, during the consortium meetings of the second half of the project there will be scheduled dedicated sessions during which partners may discuss the possibility and the convenience to have recourse to the patent protection. Similarly, during the monthly conference calls the partners will have the possibility to raise questions on the same matter.

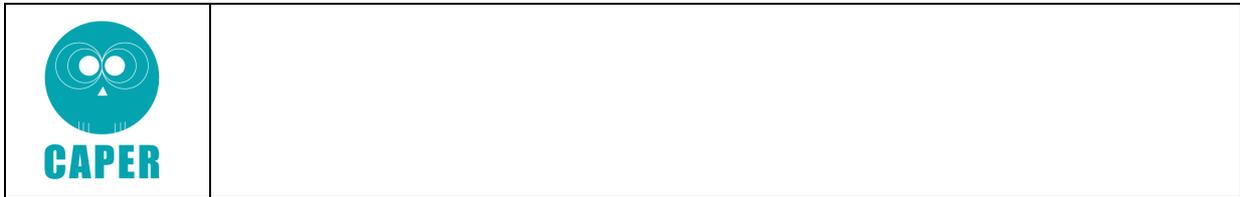
2.4 Exploitation plan

The proper handling of IPRs will help the partners to maximise the returns from their research efforts and investments. With particular regard to commercial relationships with third parties, the partners have identified in the Description of Work the means through which they wish to approach the exploitation of their rights on the CAPER platform.

The main instrument is the licencing of the software developed upon terms and conditions to be agreed upon with the relevant parties taking into consideration the material circumstances from time to time relevant for the negotiations.

The partners have discussed how such a licencing should take place and which are the forms of exploitation of the project's results that meet their business needs. After the initial discussion, the partners have proposed the following forms of exploitation:

- Set up of a new legal entity (so called New-co) which should become the exclusive beneficiary of the partners' exploitation rights connected to the CAPER platform. All partners, having rights on the CAPER platform, would assign their respective rights of economic exploitation to the New-co which would become the only entity in the position to licence the CAPER platform to customers. By virtue of separate agreements then the New-co should award each partner with a share of the licencing royalties according to the percentage of work provided to produce the same CAPER platform.
- Assignment of the exploitation rights to a single-already existing entity. Opposite to the scenario above, all the partners should assign their respective exploitation rights to one of the partners that would become, in first instance, the lead beneficiary of each licencing agreement with customers. Similarly to the New-co above, such a lead beneficiary would then distribute among partners the relevant shares of licencing royalties according to separate agreements with each partner.



Partners have in the end decided to promote the second scenario, where one of them is elected as contracting entity in charge to develop and manage the licencing of the CAPER platform.

During the second half of the project partners will therefore discuss the following issues:

- election of the future contracting entity,
- forms of attribution of the exploitation rights,
- extent of each partner's assistance and involvement in possible services rendered to clients in connection with the licencing of the CAPER platform, and
- distribution of royalties.

The above discussion will take place either during the Consortium meeting to be celebrated according to the official calendar of the project, as well as during the monthly partners conference call.

2.4.1 Licencing terms

Within the framework laid down by the exploitation plan illustrated above in section 2.4, here follow an introduction and illustration of the main contractual issues the partners shall deal with when licencing the final version of the CAPER platform to customers.

Customers may include, of course, law enforcement agencies as well as any other type of entity that is directly involved in the prosecution of criminal offences and terroristic activities. For the present purposes, their recourse to the licencing of the CAPER platform can be qualified as the outsourcing of an internal "business" need to a third-party organization in the particular form of "offshoring". Offshoring means relocating a "business" function to another country.

What follows does not represent an exhaustive and comprehensive list of clauses and terms which each outsourcing agreement shall provide for. On the contrary, it represents a list of the most common terms which are usually negotiated between customers and suppliers of outsourcing services, usually accompanied by other provisions which may vary, and therefore depend on, the material circumstances relating to, by way of example, the service rendered, the nature of the contracting parties and the like.

For the present purposes, the entity which provides the service (i.e. provides the CAPER platform) is defined as "supplier(s)", while the entity(ies) which licence the CAPER platform are defined as "customers(s)".

2.4.1.1 Preliminaries

Recitals

Recitals – usually bland introductory statements – are evidence of intentions pursued by the parties through the outsourcing. They may also be admissions.

Customers prefer broad statements of intention and goals. Customer may propose flattering statements about the supplier's qualifications, experience, sophistication, and proposal (on which they have, naturally, relied). These provide a nice gloss for scope documents and other terms. To the court (and especially jurors) these smell like promises, and the proposal begins to resemble a warranty (and the proposal, a representation).

Suppliers prefer brief, muted recitals with a passing reference to the supplier's desire to make a profit. Suppliers are reluctant (with good reason) to refer to (let alone incorporate) the sales talk in their proposal, or to appear to guarantee business results.



Contract Structure

Outsourcing contracts usually consist of a service contract and a dozen or more attachments or schedules. Of these, the most important are usually the statement of work or service description, pricing, service levels and transition plan, although others concerning such matters as employee transfers, disengagement, governance, and disaster recovery (among others) are also important. Many schedules are lists of locations, assets, contracts, key personnel, competitors and so on.

2.4.1.2 Term and renewal

Duration

Ten year contracts were once common, but technology and business change rapidly and comparatively few transactions now involve asset purchases (which suppliers prefer to amortize over long periods in order to minimize service charges). For these reasons, five to seven year terms have become more typical, and three year terms are not unusual. Suppliers still prefer longer terms.

Supplier likes longer terms and bigger backlogs. Longer terms may permit more favorable pricing. Suppliers will make concessions for longer term contracts. The longer the term, the greater their ability to spread costs.

Whatever the term, clients on both sides should expect more or less continuous negotiation of scope, service, change orders and other issues; plus significant re-negotiations every three to four years, as issues arise, technology evolves, and business requirements change. From the customer's standpoint, the nominal initial term may matter less than commonly supposed, provided termination charges are modest after the first two or three years.

Renewals

Suppliers often propose "soft" clauses: give notice, and then negotiate in good faith. Customers prefer flat renewal rights, without preconditions. Suppliers may propose to condition renewal options on the absence of any default, or circumstances that might constitute default, given sufficient time or notice, at both the time of notice and the effective date of renewal. Suppliers may also want CPI and other price adjustments to apply during any extension period.

In a business where costs have tended to decline, and many contracts are re-negotiated long before they expire, renewal options have modest practical importance (but can be useful to customers who dally, and leave insufficient time to investigate and pursue alternatives before the contract expires – and leaves them no practical alternative to renewal upon whatever terms the incumbent then offers).

2.4.1.3 Service obligations

Scope

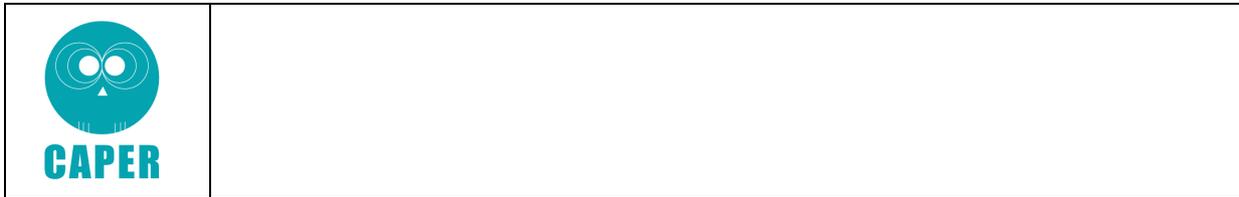
The scope represents the most important issue in the outsourcing agreements, this being the final goal pursued by the contracting parties. On both sides, the parties should advocate clarity and precision in order to minimize the risk of future misunderstanding with regard to the scope pursued through the contract.

Service Descriptions

Forms for service descriptions (or statements of work) vary a good deal. The best describe what the supplier must do and deliver, without specifying how services are performed – for that is largely up to the supplier, and methods are likely to evolve.

Quality

Many contracts include general commitments to use qualified staff, provide good quality, professional service, or other general language. Suppliers sometimes object, citing vagueness or inconsistency with specific service levels. However, sales teams can rarely object very convincingly. Service levels cannot measure everything, and the net effect of a general quality commitment is simply to hold the



supplier to the standards of its business, measured by its competitors. To avoid potential conflicts, contracts may state that general standards do not alter specific service levels.

Service Levels

Service levels are objective, repeatable measures of performance, such as system availability or response time. They are measured and reported regularly (typically, monthly) and be subject to audit. Unexcused failures may cost money, in the form of service credits. Suppliers prefer (and, as a practical matter, insist upon) service levels they are virtually certain to meet.

Suppliers may request incentive payments for superior performance. Customers respond skeptically, questioning the value of modest improvements in availability, response times and the like that confer little benefit upon the business. Customers are more likely to consider credits (or credits against future miscues) for prolonged superior performance (e.g., twelve months without a hiccup), outstanding user satisfaction, or timely completion of projects that yield tangible benefits.

Often, there are two classes of service levels: a short list of critical service levels (for which credits may be paid) and a longer list of reporting or management service levels that are measured and reported, but bear, at most, modest financial consequences. The former should be measurements that matter to the customer's business, and ideally, at least some should capture performance of various related processes.

Service Credits

Unexcused failures to meet key service levels obligate the supplier to pay credits (or in the vernacular, "penalties"). Their purpose is deterrent rather than compensatory.

Excused Failures

Suppliers generally do not accept responsibility for incidents beyond their control, caused by:

- *Force majeure*, broadly defined as matters beyond the supplier's control, but excluding failures to execute disaster recovery plans or to provide customary redundant equipment, such as emergency power for data centers.
- Acts or omissions of the customer, its agents and contractors, including negligence, violations of law and breaches of contracts with the supplier or third parties, changes in the customer's environment, and failures to take action reasonably recommended by the supplier (e.g., additional investment in its systems).
- Unexpected surges in service volumes.

2.4.1.4 Operation and management

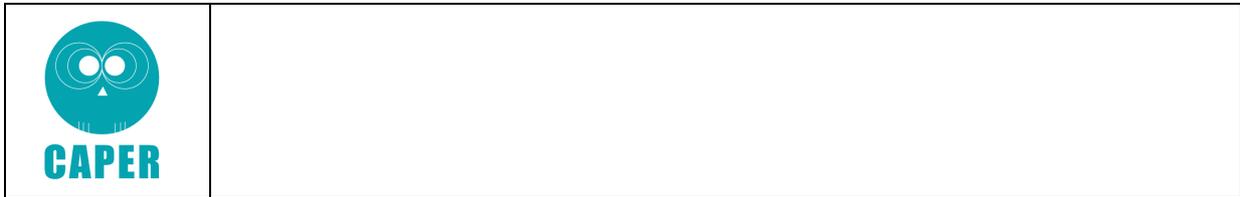
Contract Managers and Other Key Personnel

On each side, someone must take charge. The customer's various business units need to speak with one voice. Before and after signing, the customer should try to maintain a consensus among business units and its central organization.

Suppliers fairly expect a single representative, authorized to speak for the customer. Companies outsourcing on a large scale are well advised to build appropriate organizations (often described as "project management offices") with the skills, training and other resources necessary to manage outsourced operations. Their functions – relationship and contract management, contract administration, operational oversight, finance, planning and so on – correspond at least approximately with those on supplier account teams.

Governance

Oversight used to be an afterthought, written into forms but neglected after signing, to both parties' ultimate regret. Failures to manage outsourced relationships effectively are now widely recognized as one common reason for disappointment, and some suppliers now promote their ability to build strong relationships. Troubled contracts sour because of, among other things, poor communication. Good



governance and successful outsourcing require clear, candid and continuous communication at all levels. Steering committees and other mechanisms help to assure regular communication and attention to both problems and strategy. Regular meetings and executive attention also help solve problems, obliquely as well as directly.

Operational Management (or Micromanagement)

Customers sometimes tend to specify how services will be performed, and require certain activities. For example, the customer may require that equipment be maintained in accordance with manufacturers' specifications. Suppliers resist these kinds of requirements, insisting that they must have discretion to manage their operations. If service levels are achieved, for example, how equipment is maintained need not concern the customer. Suppliers expect to be held accountable for the service they deliver, but resist being told how to perform. Suppliers hope for economies of scale through standard methods, procedures, and services. Often, the customer may be better served by adopting the supplier's standard processes – which should be cheaper than any custom variant, and are more likely to be performed well.

Keeping Technology Current

Many outsourcing contracts include some general commitment to use current technology and generally keep operations up-to-date. Suppliers fear vague commitments that might imply “free” upgrades, or major investments in new equipment or other technologies not contemplated by original cost models. Customers fear being left with obsolete, museum-piece environments. These positions may be reconciled by:

- Making general obligations to use current technology subject to specific commitments concerning, for example, scheduled replacements (called “refresh”) software upgrades, and the like. Here, as elsewhere, clear, specific understandings help to prevent later misunderstandings.
- Excluding transformational rather than evolutionary changes (e.g., from conventional to wireless telephony).
- Obligating the supplier to update and upgrade its practices and procedures on the same basis as for other commercial customers and the supplier's internal operations.

Subcontracts

Customers usually insist upon the right to approve major subcontracts (such as those above an agreed compensation threshold, or involving critical services). Suppliers want as much flexibility as possible, especially with respect to “master” or “leveraged” subcontracts that may already be in place and support many of their customers. Customers may require that subcontracts incorporate or conform to key prime contract provisions (e.g., concerning performance standards, audit, termination, intellectual property, and confidentiality, among others). Initial subcontractors may be approved in the contract. Customers are especially concerned about subcontracts when they expect that work may move offshore.

2.4.1.5 Financial issues

Base Charges

Contracts generally specify charges for the basic services, with adjustments for fluctuations in volume, changes in scope, and the like.

Generally, the supplier's charge should be all-inclusive, with limited exceptions for specific reimbursable expenses or “pass-throughs.” Customers dislike surprises on invoices. IT services are typically priced based on consumption of various chargeable resources (machine cycles, numbers of servers or other devices, gigabytes of storage, full-time equivalents [FTE's] and so on). Charges for business process services are sometimes fixed, but they too may be tied to volumes (e.g., numbers of employees for HR services). Pricing methods and metrics can be complex, but at the risk of some oversimplification, the following approaches are common, though not necessarily typical:



- **Fixed Charges**
Fixed charges (\$x per month, or one-twelfth of an “annual service charge”) are paid for consumption within a narrow range.
- **Consumption-Based Charges**
Consumption-based or “cafeteria” pricing (\$x per CPU minute, \$y per gigabyte of storage, \$z per user or “seat” supported or connected to a network, and so on). The more the customer uses, the more the customer pays, in much the same way that consumers pay utility bills.
- **FTE Charges**
Software development and maintenance are sometimes charged based on the number of full-time equivalents (“FTEs”) or time and materials rates (often at a discount from standard rates).
- **“Open Book” Charges**
“Open Book” or “cost-plus” pricing is comparatively rare, arguably advantageous to the customer, and a very disarming marketing strategy because it seems transparent. Rather than pay so much per device, call or transaction, the customer agrees to pay the supplier’s costs plus a percentage markup.

Adjustments

Since consumption changes over time, forecasts based on history are inevitably wrong. Adjustments to charges are therefore at least as important as the base charge.

Taxes

It is good practice to ask a tax advisor to check whether any tax may apply to IT and business process services. Most contracts pass through sales taxes, just as retailers pass sales taxes through to the consumer. Each side pays its own income and property taxes, of course, as well as taxes upon equipment and other goods purchased for use in connection with performance.

Invoices and Payment

Agree, if possible in advance, upon the form and level of detail. Customers may want billing by business unit or other variations in order to charge costs back to business units. Supplier billing systems may or may not provide the desired level of detail, and variations in their systems, if feasible, may take time and money to create.

Audits

Customers require rights to audit their own data and systems, in connection with regular audits of their business (including regulatory audits or examinations, for customers in regulated industries), as well as rights to audit the outsourcer’s charges, service levels, performance, security, controls, and disaster recovery tests. Both sides’ internal auditors usually review these provisions. The outsourcer’s costs are generally off-limits (except for expense reimbursements, and any project or other work undertaken on an “open book” or cost reimbursement basis).

2.4.1.6 Regulatory and compliance

Compliance With Law

Both sides should agree to obey the law, and outsourcing contracts used to do little more than obligate the parties to comply with applicable laws. In an increasingly regulated world, this is rarely sufficient. Depending upon the geographic footprints of the customer’s operations and the supplier’s solution, a variety of laws and regulations may merit specific attention.

Allocation of Risks and Responsibilities

Many “standard” forms attempt to shift most risk across the table. For example:



- Supplier-oriented forms may limit supplier responsibilities to laws affecting its business as a service provider, and treat changes in “customer” laws and regulations (that is, everything else) as opportunities to propose changes, at unknown cost to be determined at the time.
- Customer-oriented forms may “guarantee” compliance and effectively oblige the supplier to absorb all costs of future changes in laws and regulation.

Negotiated allocations of risk will vary with circumstances, including the context, bargaining leverage and other particulars, but the following approaches to these issues are often helpful:

- Break the questions down into manageable pieces, by considering what laws have greatest importance. Analyze those in depth and seek a common understanding with the other side about their application to the particular service offerings and customer.
- Consider where, logically, primary responsibility should rest, and what secondary responsibilities may appropriately be imposed upon the other party.

Regulatory Changes

Changes in laws and regulations may require one-time investments to update systems, or increase costs of performance. Suppliers, naturally, prefer to treat these as changes for which the customer pays. Customers, not surprisingly, prefer to pay as little as possible. Ideally, they wish suppliers would absorb the risk, but that is not usually realistic.

Codes of Conduct and Social Responsibility

In recent years, many companies have adopted codes of conduct or ethics. Customers commonly require that suppliers comply, and major suppliers have their own codes, which may be as stringent as their customers’ or more so. In Europe (and, increasingly, elsewhere) contracts may require adherence to other “social responsibility” policies concerning environmental protection, labor standards and the like. All may applaud the good intentions and favor good corporate citizenship, but these obligations should not be lightly or carelessly undertaken. Keep the following points in mind:

- Codes written for employees may not apply in all respects to third party contractors.
- Legal requirements vary from place to place.

Managing Compliance

Periodic review of actual or anticipated changes in relevant laws, regulations and trends should be part of normal governance, and involve the parties’ legal counsel, compliance teams or other relevant internal experts.

2.4.1.7 Proprietary rights

Confidentiality

Each side has secrets to protect, so confidentiality is rarely very controversial. Terms usually resemble nondisclosure agreements. Issues include:

- Designation of confidential information – must it be marked? Or is all data in certain categories confidential? All disclosures made in circumstances that a reasonable person would recognize as confidential (at least if later designated)?
- “Need to know” disclosure of especially sensitive information (and each company will have its peculiar concerns).
- Use restrictions (typically, limited to performance of services).



- Standard of protection (typically, at least as strict as the recipient's own sensitive information).
- Return (or destruction) of documentation and data when a contract expires or terminates. The customer will require waiver of any lien on its data, and an absolute obligation to return its data – enforceable, if necessary, by mandatory injunction.
- Confidential information should exclude, as always, matters in the public domain, commonly known in the relevant industry, independently developed, or legitimately obtained from others.
- Confidential information may be limited to matters identified as such, or in accordance with the customer's classification system, but many customers wish to define confidentiality very broadly – and appropriately so, since outsourcers may see many aspects of the business, and possess, in some form or another, much of the customer's most sensitive information. Suppliers are most concerned about competition-sensitive information, such as price quotations and change proposals.
- Definition of software and other intellectual property as “Confidential Information” may have unintended consequences, such as conflicts with licensing provisions of the contract.

Supplier Software

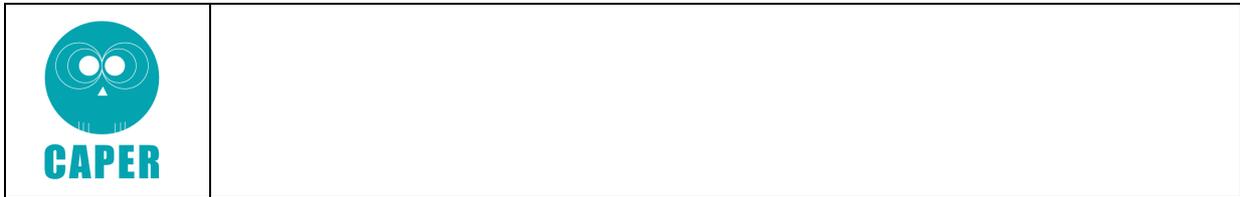
Most IT service providers rely upon standard commercial products, but occasionally, they may provide proprietary software for the customer's use during the contract term. If so, the customer must confirm that the supplier's software will be available to the customer (or a successor supplier) after expiration or termination, on commercially reasonable terms for support, upgrades, and the like. Alternatively, the supplier may (i) provide a commercial substitute when the contract expires or (ii) commit to use only third party commercial products during the contract term. In the past, proprietary systems sometimes handcuffed customers to the incumbent. Generally, suppliers of IT services do not leave their proprietary tools behind, but competing suppliers who might take over have either their own tools or commercial equivalents.

New Developments

Where scope includes software maintenance and development projects, ownership of intellectual property can be a touchy point – and one that requires review with an intellectual property specialist. This is especially important with industries or technologies – such as call centers, telecommunications, or “open source” software – known for patent litigation. These issues may play out quite differently, depending upon the context. With IT contracts, new developments may well be enhancements of the customer's proprietary systems; but with business process services, new developments are more likely to be improvements to the supplier's proprietary methods.

In IT contracts, the customer typically wants ownership of all new developments, including rights to obtain copyright, patent, and similar protection. So, for its own reasons, does the supplier. In customer forms, new developments are denominated “works for hire,” with rights assigned to the customer to the extent they are not “works for hire.” The customer may propose tough restrictive covenants, limiting work for competitors by members of the supplier's technical staff.

The supplier may respond that industry experience necessarily involves work for others, so that conceding patent rights may foreclose future opportunities because of the patent monopoly. If the parties should agree that the customer owns new developments, the supplier may (i) condition passage of title upon payment, (ii) seek a royalty-free license to use (except for competitors, and excluding proprietary aspects unique to the customer), and (iii) reserve all rights in its methods, architecture, design, and any objects, code or components that it brought to the work.



2.4.1.8 Representations, warranties and covenants

Distinctions

Contracts should (but often fail to) distinguish representations (“snapshots” of the state of affairs at a particular point in time) from warranties (factual commitments, often concerning quality) and covenants (affirmative obligations to take or refrain from particular action during the term of the contract).

Mutual Representations and Warranties

Outsourcing contracts often contain customary representations and warranties concerning corporate power and authority, good standing, authorization by appropriate corporate action, the absence of any defaults, or conflicts with any law, judgment, or other obligation. These are rarely controversial.

Customer Representations, Warranties, and Covenants

The supplier may request a variety of representations and warranties. Where assets change hands, many resemble those requested in asset purchases. Typical requests include:

- Ownership and freedom from liens and security interests (which may be false, if the customer’s assets are subject to blanket liens, but is nonetheless worth having).
- Transferred equipment is in good working condition (excluding wear and tear). Customers prefer to transfer equipment “as is” and without warranties. Given a reasonable opportunity to inspect, test, and verify that equipment is under manufacturers’ maintenance contracts, suppliers may agree.
- Transferred equipment has been maintained to manufacturer’s specifications under maintenance contract.
- Absence of defaults under leases, maintenance contracts, software licenses, and other third party contracts.
- Delivery of complete sets of all transferred licenses, leases, and other agreements.
- Accuracy of operational and other data provided, on which pricing may have been based.
- Sufficiency of hardware, software, and other assets to perform services.
- Absence of infringements.
- No violations of law (especially health and safety, environmental, etc. concerning transferred employees) or proceedings concerning transferred assets, contracts, and employees. The customer should also covenant to comply with applicable laws and regulations.

Supplier Representations, Warranties, and Covenants

Customers often request the following commitments, variously phrased as representations, warranties, or covenants:

- Compliance with laws and regulations. There may be specific provisions concerning particular laws, such as export controls, privacy or regulations applicable to particular industries.
- Authority to use all required software (a point which the supplier may want to qualify, bearing in mind the hazards of obtaining consent).
- Cooperation with other contractors (suppliers will request compliance with their reasonable security and other procedures, and compensation for material, incremental effort in support of other contractors).



- As noted elsewhere, a warranty that the supplier will deliver good professional service, that meets or exceeds good industry standards, or some similar form of words (suppliers may wish to clarify that general language will not supersede specific service levels. Generally, suppliers will agree to be measured against good industry standards – meaning, in practice, that they must at least match their competitors).
- Commitments to manage resources efficiently and minimize costs (generally, acceptable to suppliers, if tempered by a reference to reasonable efforts. In practice, efficient use of some resources may depend in part upon the customer's operations).
- Current technology will be used (this is generally acceptable to suppliers, so long as general language does not supersede specific commitments – such as scheduled replacement or “refresh” of equipment – or involve unusual costs).
- No infringement (Suppliers may request a knowledge qualification, and this should be acceptable, provided the corresponding indemnity is unqualified).
- No viruses or disabling code (Suppliers readily agree not to introduce such things, but regard viruses as a kind of vandalism outside their control, and will note that some disabling code may be a license management tool introduced and invoked by third party suppliers. Virus protection and remediation precipitates a scope discussion. What tools and procedures will be used? What disciplines must the customer impose, such as “locked-down” PC configurations without floppy disc drives? How much virus remediation does the price include? How should costs be allocated, if at all, depending upon the reasons for infection by viruses?)

2.4.1.9 Remedies

Indemnities

Usual mutual indemnities are:

- Willful misconduct, gross negligence, violations of law;
- Breaches of confidence;
- Infringements; and
- Breaches of representations and warranties.

Indemnities are generally symmetrical (or approximately so), and liability is usually proportional. Some of these kinds of claims, such as personal injury and property damage, are, typically insured.

Special Issues for Infringements

The indemnitor typically reserves rights to obtain a license, procure or develop a substitute, or withdraw the allegedly infringing matter (though the customer will want some assurance of continuous service and, if appropriate, an adjustment in the charges). Liability for infringements is often unlimited, so the indemnitor will want full control of defense and wide discretion. The indemnitor should not be liable for the indemnitee's acts or omissions, or those of third parties, such as modifications of custom software. The customer who modifies a custom system may jeopardize indemnity (and warranty) protection.

Indemnification Procedures

The usual drill applies:

- Prompt notice, with full particulars, and sometimes with time limits (and in any event without prejudicial delay).



- Indemnitees must cooperate in the investigation and defense of claims.
- Indemnitors control the defense of claims and generally choose counsel reasonably acceptable to the indemnitee.
- Settlements require both sides' approval, which should not be unreasonably withheld or delayed.
- When the parties share responsibility, liability should be proportional, lest either party be responsible for the other's acts or omissions.
- Indemnity protection usually extends beyond the parties to include their respective officers, directors, employees and agents.

Termination

- **Customer Default**

Ideally, suppliers would prefer the usual rights to terminate for material default, with relatively short notice and cure periods, and very short ones for nonpayment. Customers prefer to restrict the supplier's termination rights to some very specific, serious situations:

- Specific, egregious breaches (such as deliberate and serious misappropriation of the supplier's intellectual property), or
- Nonpayment – or more precisely, failure to pay a substantial, undisputed bill. (Even then, the supplier should provide normal termination assistance, if given reasonable assurances of payment, or prepayments, during the transition period). Watchful suppliers define nonpayment to include failures to pay disputed, material sums into escrow (when disputed payments are required to be paid into escrow).

- **Supplier Default**

Customers prefer more extensive rights to terminate for default (and suppliers negotiate cure periods, materiality, and other details).

- **Insolvency**

Most contracts contain provisions for termination upon insolvency. These are invalid under the federal bankruptcy laws. The customer will want assurance that the supplier cannot walk away, so long as bills are paid, even if the customer is insolvent.

- **Change of Control**

Customers frequently request the right to terminate without charge (or for a reduced convenience termination charge) if there is a change in control of the supplier through merger, acquisition, or otherwise. Suppliers resist this, as it can affect their company's value and the owners' ability to sell.

- **Force Majeure**

If the supplier is unable to restore service within a reasonable period after a fire, flood, or similar event, the customer may want a right to terminate without charge (and if the supplier fails to execute a disaster recovery plan, then to terminate the contract for default).

- **Termination for Convenience**

Most contracts allow the customer to terminate without cause, upon reasonable notice, by paying a termination charge. Typical issues include the following:

- Length of the notice period (which may be tacked onto or equal the probable disengagement period).



- Duration of the customer's right.
- Disposition of assets.

The termination charge is usually a lump sum that declines over time as the supplier recovers its initial costs (bid, proposal, sales, assets, transition).

Customers naturally prefer to keep termination charges as low as possible, minimizing their cost, maximizing the credibility of the termination option, and thus their leverage. Suppliers value termination charges as a deterrent, and a way to be made whole if the dreaded day ever comes. Customers dislike paying any compensation for unearned profit on the remaining term of the contract, where suppliers wish to preserve (as they see it) the benefit of the bargain and secure some compensation for the time required to redeploy their resources to other opportunities in a business where lead times for new opportunities may be a year or more.

- **Convenience Termination by Supplier**

Until recently, this was unimaginable. So long as bills were paid, the supplier had to perform. Recently, however, some advisors have suggested allowing the supplier to terminate when the relationship becomes uneconomic. Why? When contracts are "under water" suppliers may act unilaterally to cut costs, and thus quality, but avoid material breach and termination. The customer may have to live with mediocre service, but be unable to terminate without paying a substantial convenience termination charge. The customer cannot in any event recover consequential damages, or damages in excess of liability limits. In such circumstances, allowing the supplier an escape hatch may be an acceptable outcome for both sides.

From the customer's standpoint, any termination rights should be conditioned upon the following: (i) proof of dire financial circumstances through confidential disclosure, in reasonable detail, of financial particulars, (ii) payment by the supplier of an amount sufficient to cover transition costs, (iii) ample notice, (iv) normal termination assistance, and (v) waiver and release of claims against the customer.

Disputes

Since default termination is a kind of nuclear option, it is wise to exhaust diplomacy before launching missiles. Often, contracts refer disputes to a joint steering committee, or to disinterested executives. Their deliberations should be confidential, so the parties should agree that settlement communications are confidential and inadmissible in evidence for any purpose (a broader privilege than rules of evidence to the effect that compromise offers are inadmissible to prove liability). For similar reasons, mediation can be useful and productive.

Continuing Performance

While disputes are resolved, the parties carry on (except perhaps in certain infringement disputes, where continuing performance may expose the infringer to additional damages). The supplier must perform and the customer must pay. Suppliers often attempt to limit setoffs and withholding to a fixed percentage of monthly charges, and require customers to pay disputed amounts into escrow (reducing the ability to apply severe pressure, protecting cash flow, and depriving the customer of the use of any funds withheld).

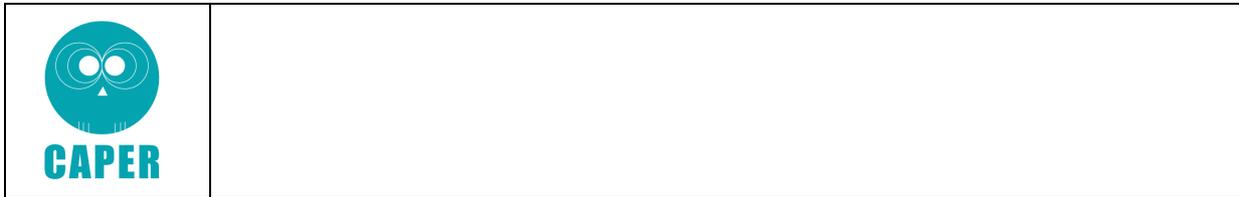
Limits of Liability

Contracts inevitably bar recovery of consequential and punitive damages, and limit at least the supplier's (and perhaps both parties') liability for actual damages to some upper limit, often expressed as a multiple of the monthly charge (excluding reimbursements) at the time the dispute arises.

Disclaimers

Suppliers commonly disclaim liability for:

- Accuracy of reports produced from customer data.
- Results obtained based on reports, advice, and recommendations.



- Uninterrupted, error-free operation of any computer, network, or service.
- Adequacy of software supplied by the customer.
- Implied warranties of all kinds.

Suppliers commonly warrant that services will meet good industry standards and the like, but disclaim implied statutory warranties of merchantability, fitness for a particular purpose, and all other implied warranties.

Termination Assistance

Well-written contracts spell out, in the contract or an attachment, precisely what the supplier must do when the contract expires or terminates. Typically, the supplier must deliver all the customer's data and technical information, cooperate in the development and execution of a migration plan, transfer dedicated assets, and complete a variety of other tasks. When representing customers, consider allowing for termination in phases (by location, business unit, or other logical sequence) and relief from any minimum payment obligations during the final wind-up. Usually, the customer may recruit dedicated staff (an increasingly sensitive point with suppliers, who use shared or leveraged facilities to provide many services).

Many customers propose catch-all commitments to provide whatever assistance is reasonably requested or required to effect a smooth transition. Suppliers generally propose to be paid for additional effort, if reverse transition (as it is sometimes called) requires additional capacity or special skills.

2.4.1.10 General provision

Assignment

Assignment raises many of the same issues as termination for change in control. Customers want approval rights. Suppliers resist, lest any customer be able to veto a corporate transaction (or extract ransom). Suppliers may propose instead that the contract be assignable to a buyer with adequate net worth, who carries on the business and assumes financial and performance obligations.

Good Faith and Fair Dealing

This implied covenant is worth reciting, along with a statement to the effect that (unless otherwise expressly agreed) when consents are required, they will not be unreasonably withheld or delayed. This helps to restrain either side's inclination to act arbitrarily when seas are rough. In a few cases, the party asked to consent may want complete discretion ("sole but reasonable" or even "sole and absolute"). Such situations should be called out specifically.

Publicity

Generally, the parties agree to keep contracts and terms confidential, but sales-driven outsourcers like to tout their latest deal. Either or both parties, if publicly held, may be obligated to make public disclosures. When contracts are material (as large ones may be) and must be filed with the SEC, suppliers may ask that the customer request confidential treatment, so that charges, service credits, and other competition-sensitive details are not made public. News releases (starting with the one issued after signing) are joint exercises (which should be reviewed for accuracy, consistency with the contract, and securities law compliance). Customers are generally require prior approval for uses of their names, logos and other marks, but sometimes give blanket approval to (i) display of their name and logo on a supplier's web site, or (ii) use of the customer's name on a list of customers.

Miscellany

Most other usual miscellaneous terms apply to these contracts as well as others (notice, severability, further assurances, captions, survival, etc.).



2.5 Licencing to current LEAs Partners

To date there is no on-going negotiations with third parties. This is due to the early stage of the platform development. As a matter of fact, the project is only half way from its start. What is more, the dissemination activities of the CAPER project carried out so far, as better explained in Section 3 below, have not focused yet on bringing knowledge of the realization of the CAPER platform among potential customers.

Nevertheless, the partners are currently discussing the platform licencing terms and conditions to be eventually granted to law enforcement agencies which are contributing to the development of the CAPER project.

The goal of the agreement is to compensate them, in the best way possible, for their efforts taking into due consideration their not-for-profit nature and the impossibility to benefit from any revenues upon commercialization of the CAPER project's final product.

As a matter of fact, the relevant law enforcement agencies are contributing in many different ways which can be summarized as follow:

- Providing Users requirements, to allow the platform to meet their needs,
- Revising documentation concerning technical aspects,
- Participating and organizing bilateral and multilateral meetings, proposed by other partners, to further define the platform 's requirements,
- Organising workshops showing how the overall CAPER platform will meet LEA's system and software requirements, as well as working out integration between CAPER and LEA's systems,
- Providing any other information needed to technical partners to develop a successful tools for crime prevention,
- Contributing to dissemination of the CAPER project.

In the light of the above, the relevant law enforcement agencies ask to see acknowledged the following rights:

- To licence the CAPER platform free of any royalty
- To maintain the licence without time limitation
- To receive maintenance assistance for free
- To benefit of an help-desk assistance
- To receive updates to the platform

In turn of the above, the relevant LEAs have expressed their willingness to waive any and all the intellectual property rights which may get rise in their favour on the results produced by technical partners with their contribution.

2.5.1 Licencing Roadmap

In order to accomplish the negotiation of the licencing terms, the partners will put their best efforts to follow the roadmap outlined below.



Step 1 - Letter of Intent Negotiation

A letter of intent is a document outlining an agreement between two or more parties before the actual agreement is finalized.

Letters of intents might be either binding or not binding according to the parties goals pursued, and their goal is fix the main terms of a future contract, thus facilitating the negotiation of the main terms of the same. As a matter of fact, the most common purposes of a letter of intent is to clarify the key points of a complex transaction for the convenience of the parties, and to declare officially that the parties are currently negotiating.

Proposed deadline: the partners plan to finalized the terms and conditions of the letter of intent, in agreement with the relevant LEAs, by the end of M23, during the Consortium Meeting to be held in Barcelona on the 25th, 26th and 27th of June 2013. At present, all the parties (technical partners on the one side, and the relevant LEAs on the other side) have already discussed certain terms of such a letter.

A draft of the letter of intent, as to be further discussed by partners, is attached to this document as Annex 2.

Step 2 - Letter of Intent Signature

After finalization of the terms and conditions of the Letter of Intent, this must be executed by and between the applicable parties.

On the one side, the licensees will be the relevant LEAs, partners of the project, who have expressed their interest in using the final product of the CAPER project.

On the other side, the licensor will be the contracting entity nominated in accordance with the proposed actions illustrated under the exploitation plan described in section 2.4 above.

Proposed deadline: the partners plan to execute the Letter of Intent by the end of M25.

Step 3 - Negotiation of the terms of the final licencing agreement

On the basis of the main terms already agreed upon through the Letter of Intent, the partners shall negotiate all the other licencing terms and conditions not included therein. As working terms and conditions checklist, partners shall use the licencing summary illustrated in-depth under section 2.4.1.

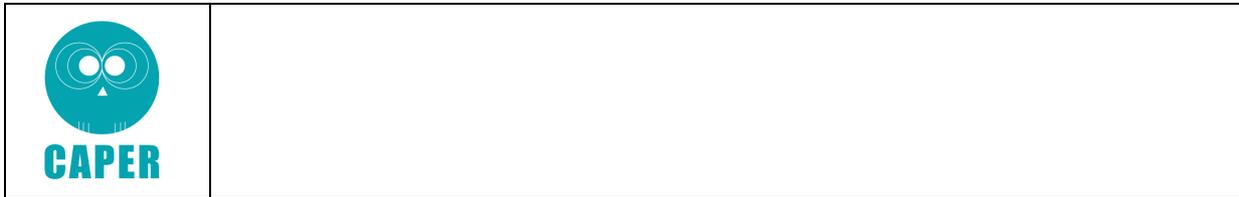
This particular negotiation phase shall take into particular consideration the partners' participation any of the services actually rendered to LEAs under the final agreement.

Proposed deadline: the partners plan to execute the Letter of Intent by the end of M32.

Step 4 - Signature of the licencing agreement

After having agreed upon any and all the terms and conditions under which the technical partners are available to licence the CAPER platform to the relevant LEAs, they relevant parties shall proceed with execution of the agreement.

Proposed deadline: in consideration of the material delays which usually occur either during the negotiation phase and during the execution phase of an agreement, the partners plan to accomplish this last step by no later than the end of the CAPER project at M36.



3 DISSEMINATION OF KNOWLEDGE

3.1 Dissemination goals

The general objectives of the dissemination of the technical knowledge, results and experiences achieved and/or developed by the partners during the CAPER project are summarized in the description of WP9. It in fact clearly lays down a framework according to which, among the others objectives, the partners shall provide visibility and acceptance of the project itself and of its results, and seek for interaction opportunities with EC regulation authorities and other research projects funded under the FP7 to foster integration of the new technical solutions as developed during the project.

More in detail, Task 9.1 of WP9 lays down the description of the work and roles of the partners with regard to the dissemination exercise. According to Task 9.1, the partners shall achieve an extensive and broad ranging dissemination work to promote awareness of the project activities and results. As a matter of fact, by undertaking the obligations set forth by the relevant Grant Agreement, the partners have committed to nurturing and informing of the CAPER project and of its results, various stakeholders having different nature and belonging to different communities.

It can therefore be said that the CAPER project advocates a facilitative, multi-stakeholder model for knowledge sharing, which emphasises open access, wherever possible, to the solutions elaborated by the same partners for completion of the project itself.

What is more, dissemination of the project results is of essence for the successful achievement of the CAPER project's goals as well as to ensure maximum benefits for the European scientific community.

The goals illustrated above materially aim at generating an effective flow of information and publicity about the objectives targeted, the results obtained, the contributions made to the European knowledge and scientific excellence, as well as the value of collaboration on a Europe-wide scale, and the benefits to EU citizens in general.

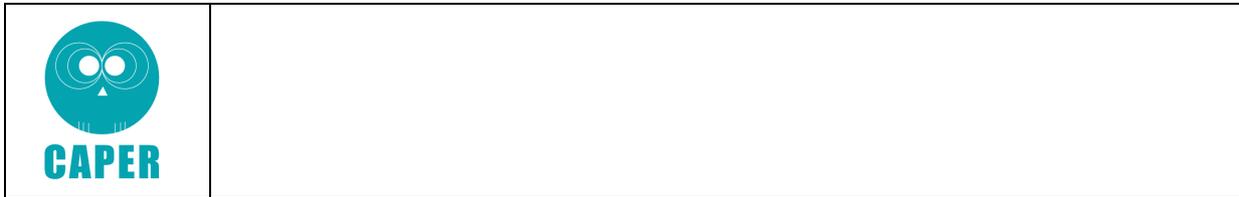
All the above results are meant to be achieved through the dissemination plan illustrated in the following Section 3.2.

3.2 Dissemination plan

The above Section 3.1 illustrates the general goals of Task 9.1 which, within WP9, tackles the dissemination efforts the partners have undertaken to put in place during the project lifecycle.

In order to properly achieve the desired level of dissemination, the partners have undertaken to put in place the following activities:

- Develop and maintain a website dedicated to the CAPER project which is intended to provide internet users with all the information publicly available on the project's activities and achievements,
- Produce scientific materials including, without limitation:
 - Technical papers,
 - Publications suitable for international journals and magazines,
 - Leading-edge research materials suitable for dissemination,



- Take part to national and international conferences, events, etc.,
- Promote the project's results and methods to LEAs other than those taking part to the CAPER project, as identified from time to time by the partners according to material circumstances,
- Promote the project's results and methods in carefully selected technical and industrial forums, conventions, etc., possibly addressing potential end users of the same technologies and results produced during the project itself,
- Present the CAPER project in conferences, workshops, panels and other events open to the general public.

The potential addresses of the dissemination and sharing of knowledge have been identified in the following categories of recipients:

- Research community (European and non-European),
- Law enforcement agencies (European and non-European),
- Policy makers (on European, national and local level),
- Other stakeholders (targeted user groups, trade unions, national government organisations, professional associations, etc.), and
- General public.

Within the framework of the present dissemination plan, the partners have also decided to split the above referenced steps into two separate phases which follow the temporal development of the project.

Phase 1 of the dissemination plan is represented by the "Communication" of the project. It represents the basic part of the dissemination. It consists of raising awareness on CAPER project's aims and objectives. The main targets of this exercise can be identified in members of the research community, LEAs and, possibly, policy makers.

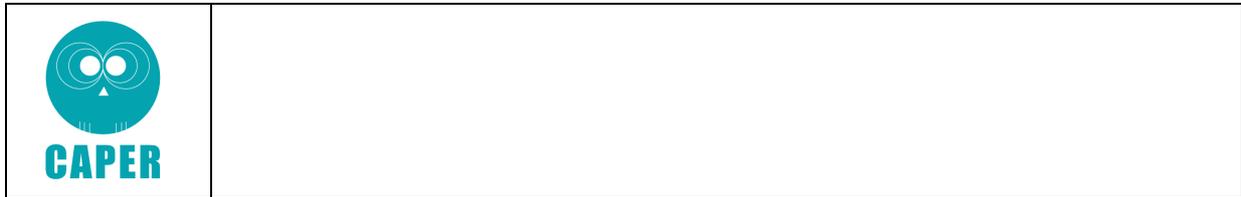
Phase 2 is represented by the "Dissemination" of the project's results. It consists in producing and spreading, in the most extensive way possible, any publication concerning the specific knowledge, technical results and information generated within the CAPER project. The main targets of this second phase can be searched in a wide range of stakeholders, having different natures, as well as in potential customers of the final product of the CAPER project.

This partition inevitably follows, and it is therefore due to, the developments achieved from time to time by the partners according to the relevant tasks as scheduled in the DOW. During the first half of the CAPER project (from July 2011 to December 2012) in fact the partners have focused on the Communication of the CAPER project, as described above. While during the second half of the project (from January 2013 to June 2014), the partners, having produced material results on the basis of the preparatory work carried out during the first 18 months, shall focus on the Dissemination.

The Communication activities put in place so far are better described in the following Section 3.4, while the Dissemination activities planned by the partners for the second half of the project are illustrated in-depth in Section 3.5.

3.2.1 Targeted means

The partners have identified in general terms the categories of instruments they wish to exploit for either the Communication and the Dissemination exercise, as illustrated in the previous section 3.2. In



the present Section are illustrated in detail the instruments the partners have identified as suitable to put in place the dissemination plan. These instruments are the following:

- Development and maintenance of the official CAPER website www.fp7-caper.eu, which is intended to provide internet users with all the information publicly available on the project's activities and achievements,
- Articles in journals and conference papers,
- Scientific technical reports,
- Conferences, seminars and meetings with potential end users and other stakeholders at EU / national / local level
- Exhibitions and trade fares,
- Press releases (also to be submitted on CORDIS website: CORDIS NEWS, CORDIS Express, CORDIS Wire (<http://cordis.europa.eu/en/home.html>)),
- Project newsletters,
- Project case history sheet,
- Project synopsis publication (on EUROPA SSH website) (<http://ec.europa.eu/research/socialsciences>),
- Project executive summery published via CORDIS-EU RTD (project based Information and Dissemination Service- PIDS),
- Briefing of relevant Associations and Networks of Excellence,
- Briefing of relevant EU technology platforms (e.g. SECURE FORCE),
- Final project workshop (engaging dialog between researchers, EU & national policy makers and other stakeholders).

The partners have also identified in detail the dissemination tools they wish to have recourse to, listing all the eligible journals and conferences which represent, in their opinion, the best way to achieve both Communication of the CAPER project as well as Dissemination of the relevant results.

Here follow a detailed list of relevant journals and events partners wish to exploit for the present purposes. The relevant tables briefly illustrate: (i) the targeted journal/event, (ii) the territory extent of the dissemination mean, (iii) the type of audience targeted by the journal/event, and (iv) the CAPER project's knowledge which is of interest for the relevant dissemination instrument.

Papers / Journals	Countries addressed	Targeted Audience	Caper related Work Package
Information Processing and Management	International	Research	WP7
Journal of Artificial Intelligence and Law	International	Research	WP7



IEEE TVCG 2500	International	Research	Visual Analytics
Annals of the CIRP	International	Academic	WP6 and WP 5
International Journal of Police Strategies & Management	International	Police	CAPER in general
Crime and Justice	International	Police	CAPER in general
Crime Prevention & Community Safety	International	Police	CAPER in general
Webinars	Europe	IT Professionals	ETL
Road shows	Europe	IT Professionals	ETL
Journal of Web Semantics	International	Research	Semantic Web and Web information management and integration
International Journal on Semantic Web and Information Systems	International	Research	Semantic Web and Web information management and integration
Speech Communication	International	Research	Audio and speech analysis
Natural Language Engineering	International	Research	Multilingual Linguistic Analysis
Research on Language and Computation	International	Research	Multilingual Linguistic Analysis
Computational Linguistics	International	Research	Multilingual Linguistic Analysis
IEEE Transactions on Image Processing	International	Academic	Image Processing
Computer Vision and Image Understanding	International	Academic	Computer Vision
Image And Vision Computing	International	Academic	Image processing
IEEE Transactions on Image Processing	International	Academic	Image Processing
Computer vision and image understanding	International	Academic	Computer Vision

Herein below is reported an abstract of the conference, initially indicated by the partners in the DOW, which represent suitable means to inform the targeted communities on the achievements of the CAPER Project.



Conferences	Countries addressed	Type of audience	Caper related work
e-crime congress	International	LEA, RTD providers	WP9
ISS World MEA	Middle East	LEA, RTD providers	WP9
International Conference on Artificial Intelligence and Law (bi-annual)	International	Research	WP7
Legal Knowledge and Information Systems	European	Research	WP7
European Semantic Web Conference (ESWC) (annual)	European	Research	WP7
European Semantic Technology Conference	International	Industry	WP7
EuroVis/EuroVAST	European	Research	Visual Analytics
VAST	International	Research	Visual Analytics
CeBIT	International	General Public, IT Industry	Visual Analytics
SpeechTek	International	Industry	WP8
PROPOR	Portugal & Brazil	Research	WP5
Post graduate Lectures at Universities and/or Post graduate courses (e.g. master)	National and International	Higher education	Project motivation and results
Newsletters and alerts of the BAK network	International	Industry	Project motivation and results
LREC - The International Conference on Language Resources and Evaluation	International	Academic and Industry	WP5
CIRP General Assembly	International	Academic	WP6 and WP 5
Open Source Intelligence and Web Mining (OSINT-WM) – part of International Conference on Information Visualisation	International	Researchers, professionals, LEA practitioner	Open Source processing, Semantic mash-up Data visualisation Multimedia mining
International Conference on Data	International	Professionals, practitioner, Security	ETL, Multilingual Text mining



Mining, Detection, Protection and Security		Industry	
International Conference on Advances in Social Networks Analysis and Mining (SNAM)	International	SNAM researchers and practitioners	Social networking analysis and mining
The IEEE International Conferences on Intelligence and Security Informatics (ISI)	International	LEA and IA experts, IT consultants and practitioners	Open Source processing, Social networking analysis and mining
International World Wide Web Conference (WWW)	International	Researchers, innovators, decisionmakers, standards bodies	Data Mining, Web Mining, Multimedia search, Bridging Structured and Unstructured Data Search in Social Networks
European Security Research Conference (SRC)	International	Researchers, innovators, institutions, public bodies	Security
Annual Meeting of the Association for Computational	International	Linguistics Research	Semantic Web, text mining
International conference on Language Resources and Evaluation (LREC)	International	Research	Semantic Web, knowledge resources, information integration
VISIGRAPP	International	Academic	Image Processing
EGPGV	European	Academic	Parallel Graphics
Interspeech	International	Research	Audio and speech analysis
ICASSP	International	Research	Audio and speech analysis
ISUC	International	Industry	Information analysis (image, text, audio, speech and video)
ACM Multimedia	International	Research; Industry	Information analysis (image, text, audio, speech and video)
ACL Conferences	International	Research/Industry	Multilingual Linguistic Analysis
EMNLP	International	Research/Industry	Multilingual Linguistic Analysis
COLING	International	Research/Industry	Multilingual Linguistic Analysis



LREC	International	Research/Industry	Multilingual Linguistic Analysis, Ontologies
AAAI	International	Research/Industry	Multilingual Linguistic Analysis
Shared Evaluation Tasks (e.g., SemEval, TREC, TAC, CLEF)	International	Research	Multilingual Linguistic Analysis, Evaluation

The partners have also identified suitable channels to be deployed for purpose of Communication and Dissemination of the CAPER project. The potential channels are the following:

- Participants' own initiative
- DG Research Activities
- CORDIS Activities (e.g. CORDIS Technology Market, Cordis Focus-RTD Result Supplement, Cordis Wire, RTD Info)
- Technology platforms, Technology Transfer Institutions etc.

In addition to the above channels partners also wishes to exploit the following channels:

- AthenaWeb (portal for dissemination of scientific films/videos)
- AlphaGalileo (portal for dissemination of press releases, books, event information to journalists around the world) and
- Research TV (produces ten minutes video news which are distributed over 2000 broadcasters worldwide)

The above does not represent an exhaustive list since the partners may wish to approach any other related project of which they become aware in due course of the CAPER project.

3.3 Communication achievements

According to the dissemination plan, to date the partners' dissemination strategy has mainly focused on the Communication of the CAPER projects' aims and objectives, rather than the Dissemination of any result obtained so far.

This approach reflects the partners' strategy referred to development of results exploitable for third parties. The latter, in fact, will be the main goal of the second half of the CAPER project. As a consequence the Communication actions carried out so far mainly served to establish the CAPER project presence and awareness within the research/technical environment. As soon as the partners achieve consolidated results, the dissemination focus will shift to include a wider range of activities tailored for stakeholders categories encompassing potential customers.

Herein below it follows an highlight of the principle Communication activities realized for international audiences. The list below illustrates how the communication efforts have involved different categories of recipients, and basically have privileged the general public as well as LEAs. Such communications activities are the following:

- Realization of the CAPER official website (www.fp7-caper.eu)



Through the CAPER official website any internet user may easily retrieve information on the CAPER projects' features. The website illustrates in depth the functionalities to be implemented for assistance to LEAs activities against any kind of crime, the technical challenges to be faced when dealing with processing of data gathered through open and closed sources, and the methodology adopted in CAPER to overcome the current status of art in the relevant fields.

The CAPER official website, in addition, provides for sections dedicated to news and events celebrated, such as partners' meetings, which relate to the lifecycle of the CAPER project, as well as information and contacts of each partners taking part of it.

- [Publication of the official CAPER brochure](#)





The brochure illustrates the objectives and the innovations that will be brought in the fields of visual analytics and data mining by the CAPER project.

- Presentation of the CAPER Project to Europol

On March 2011 S21sec and Vicomtech have presented to Europol at The Hague, the Netherlands, the theme Information management in law enforcement, also illustrating the CAPER project.

- Presentation of the CAPER Project to Guardia Civil

On June 2011 Guardia Civil has hosted in its headquarter in Madrid, Spain, a presentation of the CAPER project.

- Presentation of the CAPER Project to IBEROSINT forum

On September 2011 Guardia Civil has given a presentation of the expectations, functions, and peculiarities of the CAPER platform during the IBEROSINT forum.

- Presentation of the CAPER Project at CeBIT 2012

During the CeBIT in Hannover, Germany, IGD has given a presentation of the CAPER project to the audience attending the event which included representatives from different industries, policy makers, scientific community representatives, medias and other general audiences.

- Poster session on Language Processing and Linguistic Data in the CAPER Project

On May 2012 Synthema and Vicomtech have presented a poster session, in a meeting hosted in Istanbul, on language processing and linguistic data issues in the CAPER project.

- Presentation of the CAPER Project in Münster, Germany

IGD has also given a presentation of the CAPER project on June 2012 in Münster, Germany, at the Forschungssymposium der Deutschen der Polizei (German Police University) before various representatives of the industry and scientific community.

- Presentation of the CAPER Project to German Police

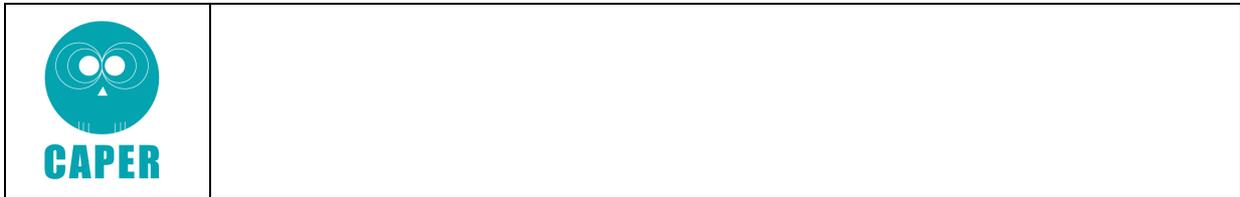
On June 2012 S21sec and Vicomtech has given a presentation of the CAPER project to the German Police Bundeskriminalamt in Madrid, Spain.

Annex 2, Template A2 lists all the communication activities through which the partners have disseminated information on the existence of the CAPER and of its goals.

3.4 Dissemination achievements

Although the dissemination plan demands the proper Dissemination to a later stage - second half of the project lifecycle - the partners have produced anyway scientific publications, as illustrated below.

These publications tackles different areas of the CAPER project. In particular, the partners have produced the following publications:



- Title: "Sentiment Analysis on Social Media", authors: Federico Neri, Carlo Aliprandi, Federico Capeci, Montserrat Cuadros and Tomas By, publisher: International Symposium on Foundation of Open Source Intelligence and Security Informatics³.
- Title: "The Semantic Web Linker: A Multilingual and Multisource Framework", authors: Mariantonietta Noemi La Polla, Angelica Lo Duca and Andrea Marchetti, publisher: Springer Berlin Heidelberg⁴.

Annex 2, Template A1 illustrates in more details the features of each paper.

In the end, the partners have integrated the Dissemination exercise seeking for synergies with other projects funded by the FP7 programme. The goal to be achieved is the exchange of the knowledge produced so far. To this end, the following research projects have already been identified and approached:

- VIRTUOSO (Versatile InfoRmation Toolkit for end-Users oriented Open-Sources exploitation)
The partners have put in place an efficient stream of communication with this project. Namely, the projects representatives' have been invited to join the workshops organised by the other project and there is an on-going efficient exchange of information between the technical experts belonging to either the projects.
- SCIIMS Project (<http://sciims.co.uk>)
The partners are currently in contact with this project's representative, pursuing the goal to establish a mutual cooperation.
- INSEC (Innovation and Research within Security Organizations)
- MOSAIC (Multi-Modal Situation Assessment & Analytics Platform).

3.5 Future Communication and Dissemination

For the second half of the project lifecycle, the partners wishes to continue reaching the stakeholders already targeted during the first half. In this way, the goal pursued is to keep them up to date with the evolution of the project. In this regard, the partners will have a major recourse to general press in order to facilitate the coverage of the general public.

³ *Abstract:* The Web is a huge virtual space where to express and share individual opinions, influencing any aspect of life, with implications for marketing and communication alike. Social Media are influencing consumers' preferences by shaping their attitudes and behaviours. Monitoring the Social Media activities is a good way to measure customers' loyalty, keeping a track on their sentiment towards brands or products. Social Media are the next logical marketing arena. Currently, Facebook dominates the digital marketing space, followed closely by Twitter. This paper describes a Sentiment Analysis study performed on over than 1000 Facebook posts about newscasts, comparing the sentiment for *Rai* - the Italian public broadcasting service - towards the emerging and more dynamic private company *La7*. This study maps study results with observations made by the *Osservatorio di Pavia*, which is an Italian institute of research specialized in media analysis at theoretical and empirical level, engaged in the analysis of political communication in the mass media. This study takes also in account the data provided by *Auditel* regarding newscast audience, correlating the analysis of Social Media, of Facebook in particular, with measurable data, available to public domain.

⁴ *Abstract:* in this demonstration is present the Semantic Web Linker (SWL), a framework for helping Name Entity Recognition (NER) procedures. The strength of the SWL is the integration of data coming from different Web sources, such as Wikipedia and DBpedia. The SWL also provides a multilingual repository, in the sense that every entity is associated to its synonyms and translations in many languages. Furthermore, the SWL manages a classification of entities through their hierarchical categorization. The SWL can be browsed through a Web interface.



partners also wish to increase the dissemination towards potential end users. The goal is reach the desired level of Dissemination among potential customers that might be interested to adopt, and therefore licence, the final outcome of the CAPER project.

The approach described above reflects the dissemination plan as illustrated in section 3.2, where the partners will focus on spreading the material results produced on the basis of the preparatory work carried out during the first half of the project.

Either activities will be carried out through the dissemination tools illustrated in section 3.2.1 and through any other opportunities the partners may find from time to time value as the most suitable.

3.6 Collection of information on Dissemination

During the second half of the project, it will be implemented a specific plan to collect and organize all the information relevant for the dissemination exercise.

Namely, partners will be regularly requested to report:

- The dissemination activities they have put in place, in whichever form, during the 30 days prior to any request of information, and
- The dissemination they plan to accomplish, in whichever form, in the 30 days following any request of information.

The information above shall include every action which falls, or should fall, under the dissemination plan, as described under section 3.2 above, and regardless of the recourse to the dissemination tools listed under section 3.2.1 above.

The request of information will be delivered to partners in the following ways:

- During the monthly conference calls organized for update purposes, where every partners may contribute to the dissemination also proposing participation to activities not described in the dissemination plan,
- Through an email newsletter dedicated to collection of information on dissemination,



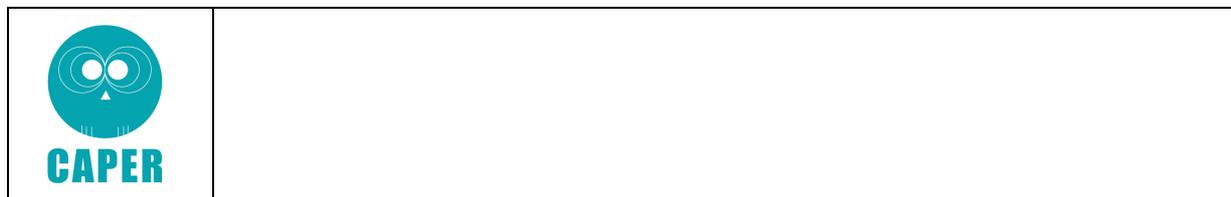
4 CONCLUSIONS

With regard to exploitation of partners' knowledge, either of partners' property or generated while participating to the CAPER project, the goals planned included formulation of binding rules for the correct management of the relevant partner's IPRs and exploitation of the project's results, and implementation of a licencing system for commercial exploitation of the platform upon completion of the same.

To date the above planned results have been achieved through deliverable D9.4 "IPR Management Guide". In addition, the partners have started assessing and managing the extent of their licencing efforts which, when elaborated in their final version, will represent the standards for every future negotiations, to be fine tuned according to the material circumstances from time to time to be faced.

With regard to dissemination of any form of knowledge connected to the development of the CAPER project the main goal pursued it has been the attempt to establish in identified targets, research community, law enforcement agencies and, possibly, policy makers, awareness on caper project's aims and objectives. The communication activities carried out to date clearly demonstrate the partners' intention to initially approach peers and potential addresses of the CAPER platform to arise their interest in the same. As a matter of fact, the CAPER project has reached a large number of various recipients at both national and international levels.

Partners have also demonstrated their ability to elaborate scientific papers on material results obtained to date from their research activities, thus starting the proper Dissemination of the CAPER project's results. The Dissemination will benefit in the future of an increasing attention by the partners in light of the upcoming developments of projects' results.



5 ANNEX 1

5.1 List of dissemination activities

This section includes two templates.

Template A1: List of all scientific (peer reviewed) publications relating to the foreground of the project.

Template A2: List of all dissemination activities (publications, conferences, workshops, web sites/applications, press releases, flyers, articles published in the popular press, videos, media briefings, presentations, exhibitions, thesis, interviews, films, TV clips, posters).

TEMPLATE A1: LIST OF SCIENTIFIC (PEER REVIEWED) PUBLICATIONS, STARTING WITH THE MOST IMPORTANT ONES		
No.	1	2
Title	Sentiment Analysis on Social Media	The Semantic Web Linker: A Multilingual and Multisource
Main author	Federico Neri, Carlo Aliprandi, Federico Capeci, Montserrat Cuadros, Tomas By	Mariantonietta Noemi La Polla, Angelica Lo Duca, Andrea Marchetti,
Title of the periodical or the series	International Symposium on Foundation of Open Source Intelligence and Security Informatics, FOSINT-SI 2012, IEEE Computer Society (27-28/08/2012)	Web Information Systems Engineering - WISE 2012
Number, date or frequency	-	-
Publisher	International Symposium on Foundation of Open Source Intelligence and Security Informatics,	Springer Berlin Heidelberg
Place of publication	Istanbul (TK)	Berlin
Year of publication	2012	2012
Relevant pages	-	792-795
Permanent identifiers ⁵ (if available)	FOSINT-SI-2012 (Forthcoming)	-
Is/Will open access ⁶ provided to this	Yes	Yes

⁵ A permanent identifier should be a persistent link to the published version full text if open access or abstract if article is pay per view) or to the final manuscript accepted for publication (link to article in repository).

⁶ Open Access is defined as free of charge access for anyone via Internet. Please answer "yes" if the open access to the publication is already established and also if the embargo period for open access is not yet over but you intend to establish open access afterwards.



TEMPLATE A2: LIST OF DISSEMINATION ACTIVITIES

N O.	Type of activities ⁷	Main leader	Title	Date	Place	Type of audience ⁸	Size of audience	Countries addressed
1	Workshop	S21sec Vicom	Information Management in law enforcement	17 March 2011	The Hague	Public institutions Europol	N/A	N/A
2	Presentation	GC	CAPER Project	5 September 2011	IBEROSINT Forum	Public institutions belong to the Spanish intelligence community	15 people	Spain
3	Presentation	GC	CAPER Project	22 June 2011	GC Intelligence Headquarter	German public institutions (SFZ TK and BKA)	10 people	Spain, Germany
4	TV News <i>TVE 1 Desconexion Pais Vasco</i>	S21sec	N/A	20 July 2011	N/A	N/A	N/A	Spain
5	TV News <i>ETB2 – Teleberri 1 (ETB 2)</i>	S21sec	N/A	20 July 2011	N/A	N/A	N/A	Spain
6	TV News <i>ETB1 – Gaur Egun 1 (ETB 1)</i>	S21sec	N/A	20 July 2011	N/A	N/A	N/A	Spain
7	News Article <i>Abc.es</i>	S21sec	A platform will allow personal data processing to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
8	News Article <i>And.es</i>	S21sec	A new platform will allow personal data processing to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain

⁷ A drop down list allows choosing the dissemination activity: publications, conferences, workshops, web, press releases, flyers, articles published in the popular press, videos, media briefings, presentations, exhibitions, thesis, interviews, films, TV clips, posters, Other.

⁸ A drop down list allows choosing the type of public: Scientific Community (higher education, Research), Industry, Civil Society, Policy makers, Medias ('multiple choices' is possible).



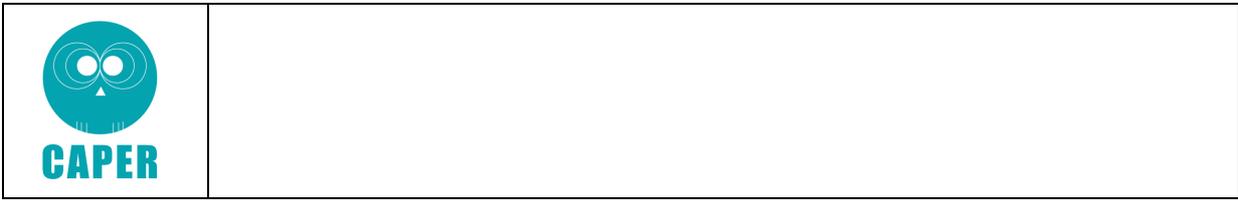
9	News Article <i>Atlantico.net</i>	S21sec	Creation of a platform allowing cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
10	News Article <i>Eleconomista.es</i>	S21sec	Creation of a platform allowing cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
11	News Article <i>Europapress.es</i> <i>Economia</i>	S21sec	Creation of a platform allowing cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
12	News Article <i>Europapress.es</i> <i>Tecnologia</i>	S21sec	A platform will allow cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
13	News Article <i>Finanzas.com</i>	S21sec	S21sec, IK-4 and Ikusi create a platform allowing Law Enforcement Agencies cooperation against organised crime	20 July 2011	N/A	N/A	N/A	Spain
14	News Article <i>Idg.es/ComputerWorld</i>	S21sec	"Caper" is launched, a new initiative to fight against organized crime	20 July 2011	N/A	N/A	N/A	Spain
15	News Article <i>Lainformacion.com</i>	S21sec	Creation of a platform allowing cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
16	News Article <i>Invertia.com</i>	S21sec	Creation of a platform allowing cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain



17	News Article <i>Laregion.es</i>	S21sec	Creation of a platform allowing cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
18	News Article <i>Lavozlibre.com</i>	S21sec	Creation of a platform allowing cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
19	News Article <i>Idg.es/PcWorld</i>	S21sec	"Caper" is launched, a new initiative to fight against organized crime	20 July 2011	N/A	N/A	N/A	Spain
20	News Article <i>Europapress.es</i> <i>Tecnologia</i>	S21sec	A platform will allow cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
21	News Article <i>Techweek</i>	S21sec	S21sec leads the EU CAPER Project for prevention of organised crime	20 July 2011	N/A	N/A	N/A	Spain
22	News Article <i>Telecinco.es</i> <i>Economia</i>	S21sec	Creation of a platform allowing cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
23	News Article <i>Telecinco.es</i> <i>Tecnologia</i>	S21sec	A platform will allow cooperation among Law Enforcement Agencies to fight organised crime	20 July 2011	N/A	N/A	N/A	Spain
24	News Article <i>Cicondias.es</i>	S21sec	S21sec leads the EU CAPER Project for prevention of organised crime	20 July 2011	N/A	N/A	N/A	Spain
25	News Article <i>Deia.com</i>	S21sec	Basque companies ideate new software against organized crime	21 July 2011	N/A	N/A	N/A	Spain



26	News Article <i>Portalic.es</i>	S21sec	A platform will allow cooperation among Law Enforcement Agencies to fight organised crime	21 July 2011	N/A	N/A	N/A	Spain
27	News Article <i>Diariovasco.com</i>	S21sec	CAPER, crime fear	21 July 2011	N/A	N/A	N/A	Spain
28	News Article <i>Elpais.com</i>	S21sec	Police cooperation from the computer science	21 July 2011	N/A	N/A	N/A	Spain
29	News Article <i>Madridpress.com</i>	S21sec	A new platform will allow personal data processing to fight organised crime	21 July 2011	N/A	N/A	N/A	Spain
30	News Article <i>Mkm-pi.com</i>	S21sec	S21sec leads the EU CAPER Project for prevention of organised crime	21 July 2011	N/A	N/A	N/A	Spain
31	News Article <i>Noticiasdegipuzkoa.com</i>	S21sec	Guipuzcoa leads the EU CAPER Project for prevention of organised crime	21 July 2011	N/A	N/A	N/A	Spain
32	Exhibitions	IGD	CeBIT 2012	06-10 March 2012	Hannover, Germany	Industry, Policy makers, Scientific Community, Civil Society, Medias	312.000 people	Germany, EU, others
33	Conference	IGD	Forschungssymposium der Deutschen Hochschule der Polizei (Germany Police University)	20 June 2012	Münster, Germany	Industry, Scientific Community	300 people	Germany
34	Poster session	Synthesma Vicom ???	Language Processing and Linguistic Data in the Caper project	27 May 2012	Istanbul	Scientific Community	N/A	All
35	Presentation	S21sec Vicom	CAPER Project	29 June 2012	Madrid	German Police Force Bundeskriminalamt	N/A	N/A
36	Website	S21sec	CAPER – Platform for prevention of organized crime	N/A	N/A	N/A	N/A	N/A



37	Website	ALMA	CAPER official website	N/A	N/A	N/A	N/A	N/A
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6 ANNEX 2

6.1 Letter of Intent, draft version.

Letter of Intent

By and between

[TBD]

(Hereinafter, jointly or individually referred to as "**Technical Partners**" or "**Technical Partner**")

and

[TBD]

(Hereinafter, jointly or individually referred to as "**Law Enforcement Agencies**", "**LEAs**" or "**LEA**")

Hereinafter, jointly or individually the "**Parties**" or the "**Party**"

whereas

- a) the Parties have entered into Grant Agreement No. 261712 and subsequent amendments (hereinafter, "**Grant Agreement**") with the Seventh Framework Programme of the European Union - Research Executive Agency (hereinafter, "**REA**"), the latter acting under powers delegated by the European Commission (hereinafter, "**Commission**"), for the implementation of the project called "*Collaborative information Acquisition, Processing, Exploitation and Reporting for the prevention of organised crime*" (hereinafter, "**CAPER**" or "**Project**");
- b) following the Grant Agreement, the Parties have concluded a consortium agreement regulating the internal organisation of the Parties and providing for binding commitments for the same, supplementing the provisions of the Grant Agreement, for the achievement of the goal of the Project (hereinafter, "**Consortium Agreement**");
- c) the Project's goal is to create a common collaborative and information sharing platform for the detection and prevention of organised crime (hereinafter, "**Platform**");
- d) either the Grant Agreement and the Consortium Agreement provides for binding rules concerning the ownership and use of any results, including information, whether protectable or not, which are generated by the Parties under the Project including the Platform (hereinafter, "**Foreground**");
- e) the Technical Partners wish to licence, and the LEAs wish to receive, the use of the Platform;
- f) the Parties now wish to agree in *bona fide* upon certain terms and conditions upon which Technical Partners wish to licence the Platform to LEAs (hereinafter, "**Proposed Licencing**") as envisaged under whereas e) and f) above. Namely, the Parties have agreed that the Proposed Licencing shall be performed through the following steps:



1. execution of this Letter of Intent,
2. execution of a framework licencing agreement having binding effects among the Parties (hereinafter "**Framework Licencing Agreement**").

g) the terms which follow shall be deemed as essential terms and conditions, from a factual and juridical stand point, for the completion of the Proposed Licencing through the Framework Licencing Agreement, to be integrally replicated in the Framework Licencing Agreement along with the additional terms and conditions to be negotiated among the Parties.

NOW, THEREFORE, in consideration of these premises, the Parties agree as follows

1. Licencing

LEAs shall be granted with the non-exclusive right to install and operate the Platform "as is" at the end of the Project in accordance with the Platform specifications provided for in the same Framework Licencing Agreement , for achievement of the purposes for which it has been designed under the Project (hereinafter, "**Permitted Uses**"). The Permitted Uses shall take place free of any charge.

2. Services

Technical Partners shall provide LEAs with the following additional services (hereinafter, "**Services**"):

- **Maintenance**
to indicate if - how - for how long - maintenance is supplied
- **Updates**
to indicate if - how - for how long - updates are supplied
- **Help-desk**
to indicate if - how - for how long - help-desk is supplied

3. Duration and Renewal

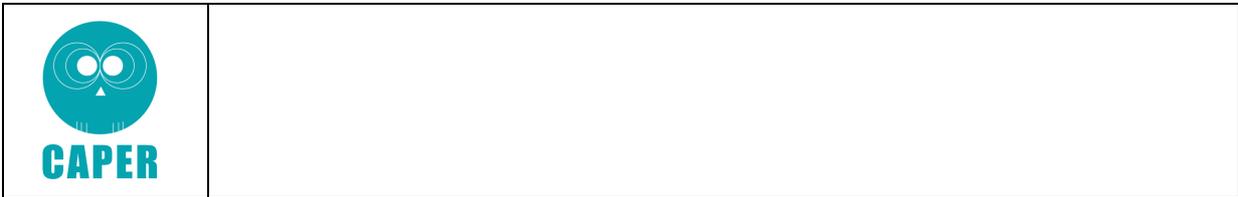
The Framework Licencing Agreement shall enter into full force and effect as of the date of signature by the last Party joining it and it shall produce effects for [TBD] and it shall renew [TBD].

4. Warranties

The Platform, the Services and any other information or material provided under the Framework Licencing Agreement, to the maximum extent permitted by the applicable law, shall be provided with no warranties, either express or implied by statute or otherwise in law or deriving from a course of dealing or usage of trade including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Nothing in the foregoing restricts the effect of warranties or conditions which may be implied by law which cannot be excluded, restricted or modified notwithstanding a contractual restriction to the contrary.

5. Limitation of liabilities

To the extent permitted by the applicable law and save for cases of wilful misconducts, no Party is liable for any direct, indirect, incidental, special, consequential or punitive damages,



for loss of profits, use, business interruption, revenues or data arising out of or related to Framework Licencing Agreement or the provisioning of the Services, however caused, whether under a theory of contract, warranty, negligence, product liability or otherwise. In no events the Technical Partners are liable for costs of procurement of substitute good or services. [The Parties' aggregate liabilities for any direct damage arising in connection with the breach of this Agreement shall be limited to]

6. Indemnification

Each Party shall indemnify and hold harmless the other Parties from and against any and all third parties' claim for any loss or damage they suffered arising out of or with respect to the Framework Licencing Agreement to the extent that the loss or damage is directly caused by the failure of the indemnifying party to fulfil its obligations under the same agreement.

The LEAs shall acknowledge that the Platform is intended to directly or indirectly process any information relating to natural persons that are or can be identified, even indirectly, by reference to any other information (hereinafter, "**Personal Data**"). The Parties shall agree and acknowledge that LEAs shall be and remain the sole controller of the personal data collected and subsequently processed through the Platform for pursuance of their relevant institutional purposes. Therefore, LEAs are the only subjects liable for any and all the relevant Personal Data processing activities and that any liabilities arising in this connection will vest in LEAs.

7. Intellectual Property

The information and materials provided by the Technical Partners for provisioning of the Services under the Framework Licencing Agreement shall remain sole property of the Technical Partner who has developed or produced them and each Party shall maintain the confidentiality of the information and materials received from the other Party for fulfilment of the obligations provided for in this Agreement as well as the terms and conditions of this Agreement using a reasonable degree of care.

8. Applicable Law and Exclusive Jurisdiction

The Framework Licencing Agreement shall be governed and construed in accordance with the laws of Belgium. The laws of such jurisdiction shall govern without reference to the conflicts-of-laws rules thereof.

The Parties shall undertake to firstly attempt to solve any possible dispute or claim arising from or in connection with the Framework Licencing Agreement, whether based on contract, tort, law, regulation, interpretation or otherwise, in an amicable fashion. To this end the Parties shall undertake that the Party(ies) involved in the dispute, upon request of the other Party(ies), shall appoint representatives who will meet, in the form they deem more appropriate, and attempt to resolve the dispute.

Notwithstanding the generality of the foregoing, the Party shall always be able to bring their claims or disputes before the Court of ----- that will have exclusive jurisdiction on all the disputes or claims arising from or in connection with the Framework Licencing Agreement.



[Party]

By: _____

Name: _____

Title: _____

[Party]

By: _____

Name: _____

Title: _____