

D 1.1.1 Industry Board and Memorandum of Understanding (v2)

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Abstract.

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Establishment of an industrial board composed of industrial organizations that can clearly benefit from ontology technologies. The board is considered representative of the current or prospective benefactors of Semantic Web technologies. Members are classified under two main classes: Pull technology organizations that are more client of the Semantic Web technology and Push technology organizations that are more technology and solution providers.

Annexed are the Memorandum of Understanding specifying the working rules agreed by all the members of the industrial board, the invitation letter sent to potential partners and a statement of interest filled by interested companies to join the board.

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Knowledge Web Consortium

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Version	Date	Author	Changes
2.1	18-05-2005	David HAMON	First draft
2.9	06-07-2005	Alain LEGER	Checking
2.10	19-07-2005	David HAMON	Final Changes following Quality Control
2.11	16-08-2005	Alain LEGER	Executive Summary focusing and reviewing

Executive Summary

This document (D 1.1.1 v2 (M18 June 2005)) is an updated version of the Industry Board related activities (D 1.1.1 v1 delivered in M12 December 2004) giving the current situation in the consolidation of our relationship with companies that shows clear interest in joining Knowledge Web for a faster transfer of the technology to the business.

It strongly takes into account the two recommendations made after the first review meeting (Karlsruhe, March 2005):

- 1. "The objective of the WP is to determine requirements analysis from different business uses cases that will permeate the overall activities of Knowledge Web, in particular in the Research and Education areas."
- 2. "The activities of the Research area should be permeated with the requirements coming from the business cases of the Industrial area to make sure that the problems tackled by researchers satisfy the business objectives."

The elaboration of **an industry consortium (or Alliance)** for sharing industry needs and tools developed within Knowledge Web is one of the main durable structures that can be proposed to industry. This consortium is used as a tool user club, as a test lab or a development consortium. In Knowledge Web the primary intention of this industry consortium is to collect business use cases to anticipate opportunities for ontology technologies and applications, and to detail high level Ontology and Knowledge processing needs for existing and emerging applications in services and business scenarios. Members are firstly classified under two main classes: Pull technology organizations that are rather client of the Semantic Web technology and Push technology organizations that are rather technology and solution providers. In Knowledge Web our goal is to achieve a good balance between these two classes. We also propose to categorize client companies into economic sectors for a better needs analysis and promotion. Application requirements and their related prototypical case studies are thus classified, studied and shared in a coherent and efficient manner according to these economic sectors.

From this industry consortium an **industry board (IB)** is constituted. Formally, it corresponds to the set of companies that have agreed (sign up) the Early Access Policy (EAP) that strengthen our willingness to speed up the technology transfer from Knowledge Web to Industry and Commerce. **So far about: 63 companies, 15 countries, 14 economic sectors.**

In addition to the Industry Board (IB), an **Ontology Outreach Authority (OOA)** whose requirements has been studied and defined (D 1.3.3 M18) is currently set up (mid-2005). The OOA will lead to recommendations of ontologies. Several initiatives such as W3C (best practices working group), SDK (standardization working group), OASIS (content pre-standardization organization) etc. have been and will continue to be monitored for this purpose. The OOA will in this period concentrate on two or three

domains for which ontology content standards are emerging, viz. including (at least) the domain of Human Resources and Employment (HRE), Regulations and Law, and of Healthcare and Life Sciences (HLS).

So far, about 80 companies have been contacted, and 36 of them have shown their clear interest in joining the board. The interested and contacted companies are respectively described in chapter 2.2.1 and 2.2.2. As it was decided by the reviewers at the pre-review meeting (Amsterdam, 7 December 2004), the original plan, to invite up to 200 companies to join us, is no longer our goal. **The focus is on the most promising fields**, like Human Resources and Employment (HRE), and of Healthcare and Life Sciences (HLS) sectors and few others **which promise to show early convincing results**. For example, **in the HLS sector**, we have so far:

Robotiker (Spain),	AstraZeneca (Sweden)	Novartis (Switzerland)
Biovista (Greece)	Synthematix (USA)	Entelos Inc (USA)
L&C (Belgium)	Roche (Switzerland)	

In order to be very effective in transferring the best of the knowledge and technology produced, a charter of working rules (see annexes) clarifying our mutual obligations between each industry board members and Knowledge Web partners has been approved by all the Knowledge web partners. This charter (Early Access Policy) is progressively signed by the companies that show clear willingness to be **committed partners** to the Knowledge effort **toward faster take up of the technology in industry**. Up to date 10 companies have signed the EAP.

In conclusion, compared to the version v1 delivered M12, the Industry Area has clearly and fully considered the EU recommendations into our strategy for the new JPA (M13-M30), and namely:

- **Focusing on key and earliest promising areas** (Healthcare and Life Sciences, HRE, ...). Implemented during 1st Semester 2005.
- Consolidating the companies alliance (IB and OOA) to foster those key economical sectors (1st Semester 2005 and still on going effort),
- Collect concrete business use case needs and give priority to the promising areas (see D1.1.4 v1 M18),
- **Permeate the research and education areas** with those concrete needs (first meeting between Research and Industry on answering Use Cases during KW Plenary meeting June 2005 and continued effort).

This is the status of a 6 months effort (Dec. 2004 – June 2005) of focusing and is to be considered still underway.

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1. Scope

1.1 Outreach to Industry Area

The main objective of the theme "Outreach to Industry" is to promote greater awareness and faster adoption of Semantic Web technology in industries. It requires effective dialogue between industry and academia. Outreach to industry means the research community takes the initiative to:

- Assess whether there is a need for Semantic Web Technology. What current problems do companies have that cannot be solved without SW technologies;
- understand the needs, difficulties and problems of migrating Semantic Web technologies to current industrial systems (*Industrial application needs*);
- survey and profile the existing ontologies, tools, infrastructures and methodologies in the light of the understood industrial requirements for the adoption of the Semantic Web technologies (*Evaluation for technology selection*);
- make recommendations, guidelines and standards to help industry organize, design and implement their migration into Semantic Web technology enabled IT systems (*Technology recommendation*);
- promote awareness of the added value of the Semantic Web technologies in the increasingly competitive knowledge economy, by demonstrating convincing cases (*Promotion of ontology technology*).

These activities can be characterized as research and work driven by **industrial problems**. The evaluation for technology selection is a technology centric perspective, so is focused by **industrial needs**. Based on the input from these two activities, technologies are recommended and promoted. The activities focus on delivering information and support both to industry (in understanding the potential of adopting semantic web technologies), and to academia (in seeing which of the needs and requirements expressed by industry open research opportunities).

The early strategic phase of ontology-based system development in industry is the primary target. Recommendation and guidelines are also valuable for industries in performing requirements analysis, ontology system architecting and management of the development. The upper stream of the system development lifecycle is the crucial stage of **effective adoption of ontology technologies by industries**.

1.2 D 1.1.1 Deliverable scope

This deliverable addresses precisely **the set up of an industrial board** (WP1.1: Task 1).

Establishment of an industrial board composed of industrial organizations that can clearly benefit from ontology technologies. The current network of industrial partners put in place by IST-OntoWeb SIG4 (http://www.ontoweb.org) has been an initial main foundation for this activity, but **the need to get final client industrial companies** entails a large restructuring and development of the Ontoweb industrial network.

The board is considered to be representative of the current or prospective benefactors of Semantic Web technologies.

The board is an informal working group representative of a "laboratorial" target market where the Knowledge Web partners can study industrial requirements, test the industrial value of their ideas and collect inspiration for new research opportunities. The board members can benefit from early and customized adoption of the recommended technologies. They support and facilitate migration requirements analysis and problem identification in current IT systems. The board holds periodical meetings but, in the main, it acts to establish point-to-point relationships between researchers and practitioners in order to enable cooperation and partnerships for joint effort towards technology adoption.

Two main chapters compose this deliverable:

Industry Board: the elaboration of an Industry Board for sharing the tools developed within Knowledge Web is one of the main durable structures that can be proposed to industry. This can be a tool user club, a test lab or a development consortium. It is also expected that Integrated Projects which may grow out of the network will provide sustainable activity for industry

Memorandum of Understanding: A charter of working rules to be agreed between the members of the Industry Board and the Knowledge Web partners.

We can find in Annexes, the Web Early Access Policy, the Application Form, the Invitation Letter and the Statement of Interest.

This deliverable is delivered in 2 versions

- Month 6: first starting Industry Board
- Month 18: consolidated Industry Board

2. Industry Board

2.1 Organization and continuous maintenance

The elaboration of an industry consortium (or Alliance) for sharing industry needs and tools developed within Knowledge Web is one of the main durable structure that can be proposed to industry. This consortium can be used as a tool user club, as a test lab or a development consortium. In Knowledge Web the primary intention of this industry consortium is to collect application requirements and their prototypical case studies, to anticipate opportunities for ontology technologies and applications, and to detail high level Ontology and Knowledge processing needs for existing and emerging applications in services and business scenarios.

From this industry consortium an industry board has been constituted, thus considered representative of the current or prospective benefactors of Semantic Web technologies. Members are firstly classified under two main classes: Pull technology organizations that are rather client of the Semantic Web technology and Push technology organizations that are rather technology and solution providers. In Knowledge Web our goal is to achieve a good balance between these two classes. We also propose to categorize client companies into economic sectors for a better needs analysis and promotion. Application requirements and their related prototypical case studies are thus classified, studied and shared in a coherent and efficient manner according to these economic sectors.

We have chosen 20 sectors illustrated by a particular "logo" on Figure 1.



Figure 1: Industry classification into sectors and their related logo

So far, about 63 companies have been contacted, and 36 of them have shown their interest in joining the board. The interested and contacted companies are respectively described in chapter 2.2.1 and 2.2.2.

As it was decided by the reviewers at the pre-review meeting (Amsterdam, 7 December 2004), the original plan, to invite up to 200 companies to join us, is no longer our main goal. The focus is on the most promising fields, like health care sector and few others which promise to show early convincing results.

In order to be very effective in transferring the best of the knowledge and technology produced, a charter of working rules (see annexes) clarifying our mutual obligations between each industry board members and the Knowledge Web consortium has been approved by all the Knowledge web partners. This charter (Early Access Policy) is presently and progressively signed by the companies that show clear willingness to be close partners to the Knowledge effort toward faster take up of the technology in industry. Up to date 11 companies have signed the EAP.

The network of industrial partners put in place by IST-OntoWeb SIG4 (http://www.ontoweb.org) has been an initial main foundation for this activity, but the need to get more final client industrial companies entails a large restructuring and development of the Ontoweb industrial network. Added to direct or private contacts, a complementary solution consists in the development of a portal dedicated to Outreach To Industry: the industrial portal http://knowledgeweb.semanticweb.org/o2i/. As shown on Figure 2, it contains a public and a restricted area for members only. The latter allows industrial members to participate and consult business cases scenarios. An interested industry can thus download a statement of interest (Annex 3) sent to O2I managers, contributing to the Industry Board elaboration.

As a matter of fact, the communication and interaction among the Industrial Board are based on:

- Industry requirements and use cases (F2F meetings to collect the needs), with a short summary of each use case under development publicly available on the Industrial Portal
- Feedbacks from KnowledgeWeb (realizing the use cases, access to the key expertise in Europe, Education for young researchers and adapted contents to practitioners, competence centres for technology transfer sessions, best practices for deployment)
- Information on the web site (Newsletters, repository of semantic Web demonstrations, "join us" section)
- Private lounge for Industrial board: sensitive information protected by private logins.

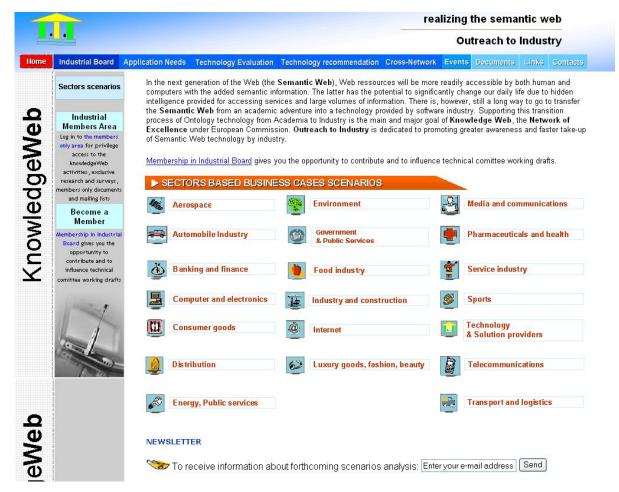


Figure 2: last version of the Industrial Portal

Mutual benefits resulting from industrial board cooperation can already be noticeable:

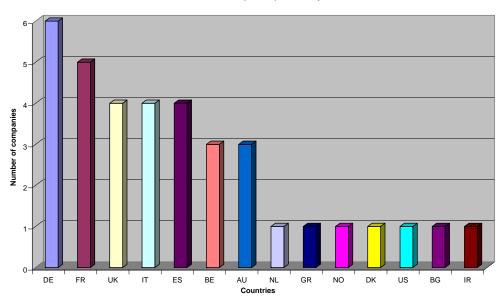
- Answering of concrete industry needs
- Focusing research agenda towards business needs
- Sharing and promoting innovations in European IT industry
- Co-organizing industry events
- Technology roadmap developed and shared with industry
- Promotion in showing the value of IT companies
- Adaptation of Academic contents to Industry needs
- Set up of EU competence centers transferring research to R&D
- Creating new project ideas and partnerships

2.2 Industry Board members

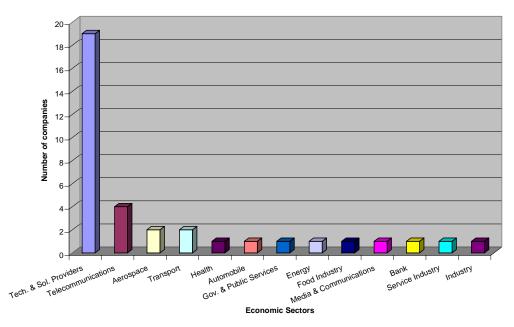
2.2.1 Companies on Board

So far, 36 companies have joined the Industrial board, 10 of them having signed the EAP. The following figures present respectively the composition of the board by sector and by country, before naming each member.

Number of companies per country



Number of companies per economic sector



As shown on the graphs, 14 nationalities are represented in the board, with 13 economic sectors.

The 36 companies, having joined the board are described hereafter.

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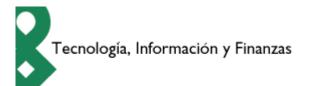
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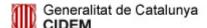
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Phone: +39 059 894011 Fax: +39 059 894099 e-Mail: info@expertsystem.it

http://www.expertsystem.it

Fiat Centro Ricerche

IT

Automobile

CRF S.C.p.A. Strada Torino, 50 10043 Orbassano (TO)

taıy

Phone: +39 011 9083.111 Fax +39 011 9083.670

http://www.crf.it/uk/home.htm

GlaxoSmithKline

UK

Health



GlaxoSmithKline 980 Great West Road Brentford, Middlesex TW8 9GS United Kingdom

http://www.gsk.com

http://www..com/

IFREMER FR Environment Technopolis 40 155 rue lean-lacques Rousseau



155 rue Jean-Jacques Rousseau 92138 ISSY-LES-MOULINEAUX France

Phone: +33 1 46 48 21 00 Fax: +33 1 46 48 21 21

http://www.ifremer.fr

KBC BE Bank and Insurance



Bankverzekeringsholding KBC Bank SA Avenue du Port 2 B-1080 Bruxelles Belgium

https://www.kbc.be

KITH AS NO HEALTH



KITH Sukkerhuset N-7489 Trondheim Norway Phone: +47 73598600

Fax: +47 73598611 E-mail: firmapost@kith.no

https://www.kith.no

KnowledgeStones



IT Technology and Solutions provider

SEDE di Roma via Cristoforo Colombo, 456 - 00145 Roma, Italy

Phone: +39 06 594725.1 Fax: +39 06 59854400

http://www.knowledgestones.com

Labein



ES Technology and Solutions provider

Labein Cuesta de Olabeaga 16 48013 Bilbao Spain Phone: 944892400

Phone: 944892400 Fax: 944411749

http://www.labein.es

L & C Language and Computing NV



BE Technology and Solutions provider

Language and Computing nv Maaltecenter Blok A 3 Derbystraat 79 B-9051 Sint-Denijs-Westrem Belgium Tel: +32 (0)9 280 84 00

Tel: +32 (0)9 280 84 00 Fax: +32 (0)9 280 85 00 info@landcglobal.com

http://www.landcglobal.com

Ministère de l'Industrie



FR Government and public services

Ministère de l'économie, des finances et de l'industrie 139 r. Bercy, 75012 Paris France

http://www.industrie.gouv.fr/

Ministerio de Defensa

ES

Government and public services



Ministerio de Defensa Paseo de la Castellana, 109 28071-Madrid Spain

Phone: + 34 91 395 50 00 Email: infodefensa@mde.es

http://www.mde.es/

Möbius

BE

Consulting-Services



Latemstraat 93 9830 St-Martens-Latem Belgium Phone: +32(0)9-280 74 20

fax: +32(0)9-280 74 21

http://www.mobius.be

Reader's Digest

FR

Media and Communications



Sélection du Reader's Digest 5/7 Avenue Louis Pasteur 92220 Bagneux France

http://www.rd.com/

Tele Atlas Data Gent N.V.

BE

Digital Map



Moutstraat 132 B-9000 Gent Phone: +(32) 9 244 88 11

Fax: +(32) 9 222 74 12

Belgium

http://www.teleatlas.com

Telecom Italia IT Telecommunications



Telecom Italia Corso d'Italia 41 00198 Rome Italy

http://www.telecomitalia.it

Tiscali AU Telecommunications

tiscali.

Tiscali Österreich Austria

http://www.tiscali.at

VAT Applications N.V. BE Customs and VAT



O.L.Vrouwstraat 6 b4 1850 Grimbergen Belgium

http://www.vatat.com

3. Memorandum of Understanding

3.1 Main Principles of the working rules

Basic principles

No interferences with the current KW contract and Consortium Agreement (CA): just a supplement to the CA

Knowledge Web Early Access Policy

The aim is to have a panel of industrial corporations, third-parties to the Project, working as an informal group representative of a "laboratorial" target market where the Knowledge Web Contractors can study industrial requirements, test the industrial value of their ideas and collect inspiration for new research opportunities.

Setting-up and Accession

Any third parties may apply. The terms and conditions ("Knowledge Web Early Access Policy) and the Application Form are to be available on-line.

Vrije Universiteit Amsterdam (VUA) will be authorised to sign with the Acceding third party on behalf of all contractors. Nonetheless, contractors have a two weeks term to express their opposition to any accession, on the grounds of Legitimate Interests.

Membership Validity: maximum of 24 months, but may be terminated at any time before

Early Knowledge transfer

"Early Releases" ie. Results and deliverables from the KW technical committees, are to be made available to Panellists at the respective owners' discretion; preferably in the form of executable code or such other forms as do not give immediate access to confidential Knowledge.

Early Releases have to be treated as confidential by the Panellist, and used for the sole purpose of the Policy.

Where Confidential Information owned by a Contractor may prove necessary for organizing Early Access, the owning Contractor shall decide whether or not he in principle is willing to enter into negotiations with the Panellist on a bilateral agreement on fair and non-discriminatory terms,

The Panellists agree

- To test the Early Releases diligently and to communicate to the Contractors sufficient progress and error reports,
- To provide inputs such as but not limited to, recommendations, or industrial requirements, feedback to the Contractors in relation to its own use of the Semantic Web services & technology,

O2I managers responsibility

ensuring timely achievement of the Panellists' tasks in consideration for their Early Access,

ensuring and organizing feedback and information for the benefit of all Contractors in relation with the Early Access and any outcomes, results or proposals procured by the Panellists.

3.2 Addendum 1 to the KW Consortium Agreement

Entered into as of .../.../2004

by and between

University of Innsbruck, Institut für Informatik

having its registered office at *Austria* hereinafter referred to as " *UIBK* " which shall also be the "Coordinator" of the Project

and

École Polythechnique Fédérale de Lausanne

having its registered office at *Switzerland* hereinafter referred to as " *EPFL* "

and

France Telecom SA

a company existing and organized under the French law, with a capital of $9\,609\,267\,312$ €registered in the French Business Office with the number PARIS B 380 129 866, hereinafter referred to as "FT"

and

Freie Universität Berlin

having its registered office at *Germany* hereinafter referred to as " *FU Berlin* "

and

Free University of Bozen-Bolzano

having its registered office at *Italy* hereinafter referred to as " *FUB* "

and

Institut National de Recherche en Informatique et en Automatique

having its registered office at *France* hereinafter referred to as " *INRIA* "

and

Centre for Research and Technology Hellas / Informatics and Telematics Institute

having its registered office at *Greece* hereinafter referred to as " *ITI-CERTH* "

and

Learning Lab Lower Saxony

having its registered office at *Germany* hereinafter referred to as " *L3S* "

and

National University of Ireland Galway

having its registered office at *Ireland* hereinafter referred to as " *NUIG* "

and

The Open University

having its registered office at *UK* hereinafter referred to as " *OU* "

and

Universidad Politécnica de Madrid

having its registered office at *Spain* hereinafter referred to as " *UPM* "

and

University of Karlsruhe

having its registered office at *Germany* hereinafter referred to as " *UKARL* "

and

University of Liverpool

having its registered office at *UK* hereinafter referred to as " *UniLiv* "

and

University of Manchester

having its registered office at *UK* hereinafter referred to as " *UoM* "

and

University of Sheffield

having its registered office at *UK* hereinafter referred to as " *USFD* "

and

University of Trento

having its registered office at *Italy* hereinafter referred to as " *UniTn* "

and

Vrije Universiteit Amsterdam

having its registered office at *the Netherlands* hereinafter referred to as " *VUA* "

and

Vrije Universiteit Brussel

having its registered office at **Belgium** hereinafter referred to as " **VUB** "

Hereinafter referred to individually or collectively as the "Contractor(s)" and together constituting the "Consortium"

WHEREAS, in consideration of the Decision No 1513/2002/EC of the European Parliament and of the Council of 27 June 2002 concerning the Sixth Framework Programme of the European Community for research, technological development and demonstration activities, contributing to the creation of the European Research Area and to innovation (2002 to 2006), OJ EC L 232/1 and of the Regulation of the European Parliament and of the Council concerning the Rules for the participation of undertakings, research centres and universities and for the Dissemination of research results for the implementation of the European Community sixth Framework Programme 2002-2006, the Contractors have committed themselves to establish and run a 'Network of Excellence' within the Framework Program 6 of the European Union (hereafter 'the Project');

WHEREAS, for this purpose, the Contractors have entered into the 'EU Contract' (a FP6 shared-cost research contract between the Commission on the one part and the Contractors on the other part), and a Consortium Agreement specifying between the Contractors certain provisions with respect to their participation in the carrying out of the Project;

WHEREAS, it has been agreed in the Consortium Agreement that one target for the Project was for the Contractors to establish a mutually profitable relationship with a panel of industrial corporations;

WHEREAS, the Contractors are willing to provide for the conditions of the setting up of the said panel and the rules governing the communication and use of the Project's technology;

NOW, THEREFORE, the Contractors agree as follows:

- 1. The words bearing a capital letter in this Addendum shall have the same definition and meaning as those contained in the Contract and the Consortium Agreement. Other words bearing a capital letter (unless the context otherwise requires) shall have the meaning ascribed to them below:
 - 'Panel' means the pool of industrial corporations having Acceded to the Knowledge Web Early Access Policy.
 - 'Panellist' means an industrial corporation incorporated and resident in, and subject to the laws of, a Member State or an Associated State, having Acceded to the Knowledge Web Early Access Policy pursuant to the terms hereof.
 - 'Accede', including its possible substantive or other forms such as 'Accession', means the acceptance of a third party becoming a Panellist, at any time during the term of this Addendum.
 - 'Application Form' means the document attached as Annexe 2 to this Addendum.
 - 'Writing' or 'in writing' means: transcribed in human-intelligible signs or language in any durable medium, 'durable medium' meaning any instrument (including e-mail) which enables the receiving Contractor to store information addressed to him in a way accessible for future reference.

'Knowledge Web Early Access Policy' means the document attached as Annexe 1 to this Addendum, which constitutes a part of this Addendum and is contractually binding with regards to the Contractors and the Panellists.

'Early Access' and Early Release" have the meaning given to such terms in the Knowledge Web Early Access Policy

2. Subject matter

The aim of this Addendum is the setting-up by the Contractors of a panel of industrial corporations, third-parties to the Project. This panel will be an informal working group representative of a "laboratorial" target market where the Knowledge Web Contractors can study industrial requirements, test the industrial value of their ideas and collect inspiration for new research opportunities. The members have opportunities to use early and customized adoption of the recommended technologies for the purposes and on terms and conditions set forth in the attached Early Access Policy. They will support and facilitate migration requirements analysis and problem identification in current IT systems. The panel will hold periodical meetings but, in the main, it will act to establish point-to-point relationships between researchers and practitioners in order to enable cooperation for joint effort towards technology adoption.

3. Accession

Each Contractor may propose to the other Contractors the Accession to the Panel of a third party. Should a third party request Accession from the Project Management Board, from the Assembly or from individual Contractors, then as soon as possible the entity receiving the request shall notify the other Contractors in writing, or request the Coordinator to do so, for acceptance by all Contractors as aforesaid.

Any third party willing to candidate ought to file and sign in counterparts an Application Form, including the identity and planned contribution of the third party. For this purpose, the text of the Application Form is to be made available on the Knowledge Web internet site, together with the Knowledge Web Early Access Policy, which contains the terms and conditions of the third party's accession and membership.

Provided no Contractor shall have opposed to the Accession of said third party on the grounds of its Legitimate Interests, within two (2) weeks of the circulation of the Application Form, the Contractors shall be deemed to have accepted the Accession of the third party.

When the third party is accepted or deemed accepted as aforesaid, *Vrije Universiteit Amsterdam* (*VUA*) will sign the counterparts of the Application Form received form the third party and send back to the third party one of said counterparts. The Contractors expressly grant *VUA* the authority to sign said documents on their behalf.

The third party shall then be deemed to have duly Acceded to the Panel.

The University of Innsbruck, Institut für Informatik (UIBK) shall keep one countersigned copy of all Application forms as a record of all Panellists having accepted the Knowledge Web Early Access Policy, and shall maintain a list of the Panellists for the Consortium.

A Panellist's participation may be terminated at any time as provided in the Knowledge Web Early Access Policy.

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4. Nothing in this Addendum may be construed as compelling any Contractor to disclose any of its Confidential Information to the Panellists, including any part of its Knowledge or Pre-existing

Know-How. Access to the Confidential Information, Knowledge or Pre-existing Know-How of a Contractor through Early Access is at the Contractor's sole discretion.

The Contractors only agree to make reasonable endeavours to propose Early Access to Project's Deliverables or results in such a manner that the Panellists do not have direct access to confidential Knowledge or Pre-existing Know-how generated by the owning Parties (as examples, producing research results which are available to the third party but which contain hermetically-sealed Knowledge; using Knowledge for in-house testing or diagnosis purposes)

Where access to Confidential Information owned by a Contractor may prove necessary for organizing Early Access, the owning Contractor shall (i) not unreasonably delay its decision on whether or not he in principle is willing to enter into negotiations with the Panellist on a bilateral agreement on fair and non-discriminatory terms, and (ii) not unreasonably refuse to enter into negotiations with the Panellist on a bilateral agreement but may, in good faith, so refuse on the grounds of its Legitimate Interests.

- 5. the Industry Area Management Team will use reasonable endeavours for :
 - ensuring timely achievement of the Panellists' tasks in consideration for their Early Access,
 - ensuring and organizing feedback and information for the benefit of all Contractors in relation with the Early Access and any outcomes, results or proposals procured by the Panellists.
- 6. This Addendum supplements the terms and conditions of the Consortium Agreement. Unless as expressly provided in this Addendum or expressly required for the implementation of this Addendum, no change whatsoever is brought to the terms and conditions of the Consortium Agreement. Without limitation to the generality of the foregoing, all provisions of the Consortium Agreement relating to interpretation and construction, applicable law and jurisdiction, settlement of disputes, are applicable to the present Addendum.
- 7. This Addendum may be executed in any number of counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES1

AS WITNESS thereof, the *Contractors* have caused this Addendum 1 to the Consortium Agreement to be duly signed by the undersigned authorised representatives the day and year first above written.

All pages for signature of the KW consortium members have been removed from this document

Annexe 1 Knowledge Web Early Access Policy

1. "Confidential Information" or "Information" means any information proprietary and/or confidential related to the Project, disclosed by any Contractors to the Panellist, in writing on whatsoever support provided that is clearly and conspicuously marked or designated by the Contractor(s) as being confidential or if originally disclosed orally, provided that it is confirmed in writing as being Confidential Information by the Contractor(s) within thirty(30) days after oral disclosure. Confidential information shall not include information which the Panellist can prove by documentary evidence (i) was known to the Panellist prior to the disclosure (ii) has come within the public domain through no fault or action of the Panellist; (iii) has been developed by employees of the Panellist independently without benefit of the Confidential Information, or (iv) becomes rightfully available to the Panellist from any third party that has the right to disclose it or (v) has to be disclosed pursuant to a court order or as otherwise required by law or any regulation. Information not publicly available which is obtained by the Panellist, contained in, or revealed by the use of software or prototypes comprised in the Early Releases, is to be treated as Confidential Information. This expressly includes the contents of the tests and error reports pursuant to Clause 2 hereof.

The definition of "Confidential Information" also includes the existence of the present Policy.

"Contract" means the contract n° 507482, concluded between the Commission of the European Community and Universität Innsbruck (UIBK), the latter acting for the purposes of contract n° 507482 on its behalf and for its account but also on behalf and for the account of the Contractors.

"Project" means the Network of Excellence entitled **Knowledge Web**, for which Project the Contract has been concluded.

"Contractors" means: University of Innsbruck, Institut für Informatik, École Polythechnique Fédérale de Lausanne, France Telecom SA, Freie Universität Berlin, Free University of Bozen-Bolzano, Institut National de Recherche en Informatique et en Automatique, Centre for Research and Technology Hellas / Informatics and Telematics Institute, Learning Lab Lower Saxony, National University of Ireland Galway, The Open Universit, Universidad Politécnica de Madrid, University of Karlsruhe, University of Liverpool, University of Manchester, University of Sheffield, University of Trento, Vrije Universiteit Amsterdam, Vrije Universiteit Brussel, provided that the details of such entities are publicly available with the EU resources (Cordis).

"Application Form" means the document signed by both the Panellist and *Vrije Universiteit Amsterdam (VUA)* on behalf of the Contractors, which causes the terms and conditions of the present Policy to enure for the benefit of the Panellist and the Contractors.

"Knowledge" means the results, including information, whether or not they can be protected, arising from the Project governed by the Contract, as well as copyrights or rights pertaining to such results following applications for, or the issue of, patents or similar forms of protection...

"Pre-Existing Know-How" means the information which is held by Contractors prior to the entering into force of the Contract and the Consortium Agreement, or acquired in parallel with but independently from the Project which is the subject of the Contract and the Consortium Agreement, as well as copyrights or rights pertaining to such information following applications for, or the issue of, patents or similar forms of protection..

2. Early Access

The Panellist agrees and understands that the Contractors may provide him with some of their Confidential Information which, in the Contractors' sole discretion, may comprise executable copies of software, or other elements, in test versions, that may represent or contain Knowledge or Pre-existing Know-How from the Project. All such releases to the Panellist shall be covered hereunder as "Early Releases". The Contractors concerned grant a limited, non-exclusive, non-transferable, royalty-free license to use the Early Releases for in-house evaluation and testing purposes.

Use of the Early Releases shall be restricted to the Panellist and legitimate employees of the Panellist who have a need to use it for this Policy's authorized purpose.

The Panellist undertakes that he shall never disclose Information to third parties, or keep copies of the same after expiration or termination of his membership to the Panel unless otherwise agreed, or use Information for purposes not authorized in this Policy.

No part of the Early Releases or Information, nor any copy thereof, shall be sold, hired or otherwise made available to third parties by the Panellist.

All uses which are not expressly permitted hereunder are prohibited.

3. Feedback from Panellist

The Panellist agrees:

- to test or evaluate the Early Releases diligently and to communicate to the Contractors sufficient progress and error reports, and/or
- to provide inputs as to:
- what is currently being done in the Panellist's organization in the area of Semantic Web and/or Semantic Web services technology,
- what the key barriers are to making use of Semantic Web and/or Semantic Web services technology in Panellist's organization,
- How Panellist can make a business case for using Semantic Web services. For example, opportunities that Panellists sees in its organisation, either as a user or provider of Semantic Web technology,
- what key challenges are faced in Panellist's organisation that Semantic Web services can address.
- what specific requirements Panellists has that should influence the development of software architectures, languages and tools to support Semantic Web services.

All inputs and feedback are provided by the Panellist free from any charges or fees and without any undertaking or obligation from the Contractors in consideration for such communication. Any and all feedback shall be subject to Contractors' underlying rights in the subject matter of such feedback and Panellist hereby grants to concerned Contractors a non-exclusive, royalty-free, worldwide, irrevocable, sublicensable, non-terminable, transferable, assignable license to reproduce, distribute, publicly perform, publicly display, make, sell, import, modify and make derivative works based on, and otherwise use and exploit any and all feedback.

Inputs from Panellists that do not constitute feedback but represent prior-owned and privileged information or know-how from the Panellist may be used by the Contractors for evaluation and testing purposes in the performance of the Project.

All uses which are not expressly permitted hereunder are prohibited.

- 4. The Early Releases and all parts thereof and all Information, copyrights, patent, design and other intellectual property rights therein remain the property of the concerned Contractors. Subject to Clause 5 below, copying the Early Releases is prohibited. The Panellist undertakes not to attempt any reverse-assembling or reverse-compiling of the Early Releases.
- 5. the Panellist may either make one copy of the Early Releases for backup and/or archival purposes or copy the Early Releases to another medium and keep the original the Early Releases for backup and/or archival purposes.

- 6. the Panellist undertakes to take all appropriate steps so that his employees will comply with the requirements of this Policy.
- 7. Each Early Release is provided "as is" without warranty of any kind. The Contractors makes no warranty, express or implied including but not limited to, any warranty of merchantability or fitness for a particular purpose in relation to the Early Releases, which is provided "as is".
- 8. The Contractors shall not be liable for any claim made against the Panellist by a third party, in relation to the Early Releases. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE CONTRACTORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF THE CONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Contractors shall be under no obligation or liability in respect of any infringement of statutory monopoly or intellectual property rights of third parties by the use of elements of the Early Releases and the Panellist shall in any case be entirely responsible for the use to which he puts such elements.
- 9. The Panellist acknowledges that the Contractors have not publicly announced the availability of any Early Releases, that the Contractors have not promised or guaranteed to the Panellist that such Early Releases will be announced or made available to anyone in the future, and that the Contractors have no express or implied obligation to announce or introduce the Early Releases or any similar or compatible product, or to continue to offer or support in any manner the Early Releases in the future.
- 10. This Policy shall come into force as of signature of the Application Form by the Panellist and *Vrije Universiteit Amsterdam (VUA)*. At any time, the Panellist and the Contractors may terminate the Panellist's membership to the Panel. Unless otherwise agreed in writing, the Panellist's membership to the Panel shall in any cases expire twenty-four (24) months after its coming into force. Termination of Panellist's membership for any reasons will be effective on receipt by the Contractors of: (i) the Early Releases and all extant copies on any tangible medium, (ii) the results of the in-house evaluation and testing carried out by the Pannellist pursuant to the provisions hereof, and (iii) a written certification by an authorised representative of the Panellist that all tangible copies of the Early Releases have been returned to the Contractors or completely destroyed and that all electronic memories have been purged of the Early Releases.
- 11. The terms hereof shall be governed and construed in accordance with the laws of Belgium and the Panellist irrevocably agrees to submit to the exclusive jurisdiction of the competent Courts of Brussels, Belgium.

Annexe 2 Application Form

for accession to the Knowledge Web Early Access Policy

[full name and legal form of the Panellist], represented for the purposes hereof by [name of authorised representative],

hereby applies for becoming a Panellist within the Panel of industrial corporations set up by the Contractors to the Project entitled **Knowledge Web**, for which Project the Contract n° 507482 has been concluded between the Commission of the European Community and Universität Innsbruck (UIBK), the latter acting for the purposes of the Contract on its behalf and for its account but also on behalf and for the account of the Contractors, a list of which is given in the **Knowledge Web Early Access Policy**,

and, in the event that this application is accepted,

accepts in accordance with the provisions of the **Knowledge Web Early Access Policy** all the rights and obligations of a Panellist as defined in that **Knowledge Web Early Access Policy**, which, from the date of acceptance by the **Knowledge Web** Contractors, will become legally binding.

AS WITNESS thereof, this *Application Form* has been signed in counterparts by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

Vrije Universiteit Amsterdam (VUA), The Netherlands,

acting for the purposes hereof on its behalf and for its account, but also on behalf and for the account of the **Knowledge Web** Contractors,

Signature:	-
Name: Guus Schreiber	
Title: Prof. Dr.	
Name of Legal Entity: [full name of th	e Panellist]
Name of legally authorised representative:	(written out in full)
Title of legally authorised representative:	[title]
Signature of legally authorised representative:	
Date:	

Invitation to become Industrial partner

Alain Léger, Robert Meersman, Dieter Fensel, Guus Schreiber

Dear Colleague,

We kindly invite you to become an Industrial Partner in the Knowledgeweb Network of Excellence, please see http://knowledgeweb.semanticweb.org for detailed information.

Our Mission

In the next generation of the Web (the *Semantic Web*), Web resources will be more readily accessible by both human and computers with the added semantic information in a machine-understandable and machine-processable fashion. The degree of formality employed in capturing these descriptions can be quite variable, ranging from natural language to logical formalisms, but increased formality and regularity clearly facilitate machine understanding. The Semantic Web has the potential to significantly change our daily life due to the hidden intelligence provided for accessing services and large volumes of information. It will have a much higher impact on e-work and e-commerce than the current version of the Web. Nonetheless, there is a long way to go to transform the Semantic Web from an academic adventure into a technology provided by the software industry. *Supporting this transition process of Ontology technology from Academia to Industry is the main and major goal of Knowledgeweb Network of Excellence*.

The main objective of Knowledgeweb's outreach to industry area is dedicated to promoting *greater awareness* and *faster take-up* of Semantic Web technology within Europe in full synergy with the research activity in order to *reduce time needed to transfer the technology to industry and so to market*.

The key focus is on **accelerating the rate of the technology transfer** from research which can be divided into the following tasks:

- -Show the value of Semantic Web technology applications (**innovation**);
- -Formulate new scientific challenges from market needs (**cross-fertilization**);
- -Create new commercial and business value (benefits and business model);
- -Show that the Semantic Web technology works (**reliability and scalability**);
- -Offer a framework for comparing technological results (benchmark);
- -Accelerate the rate of Semantic Web transfer to market (**transfer and deploy**);
- -Contribute to standards from an industry perspective (interoperability).

To that end the Industry area is split in the following main activities:

- Industrial application needs, in order to understand the needs, difficulties and problems of migrating Semantic Web technologies to current industrial systems.
- Evaluation for technology selection: survey and profile of the existing ontologies, tools, infrastructures and methodologies in the light of understood industrial requirements for the adoption of Semantic Web technologies.
- **Technology recommendations:** make recommendations, guidelines and standards to help industry organize, design and implement their migration towards Semantic Web technology enabled IT systems.
- **Promotion of ontology technologies:** promote awareness of the added value of the Semantic Web technologies in the increasingly competitive knowledge economy.
- Cross-network cooperation: organize cross-disciplinary research in related areas to provide joint education and promotional efforts, both in academia and industry.
- **Semantic portal infrastructure**, underpinning the integration of the activities of the Knowledgeweb partners.

Your Benefits

Being an Industrial Partner means getting:

- Exclusive access to targeted research that will help you achieve your business goals.
- Opportunity to contribute and to influence technical committee working drafts.
- Advice to your business cases from industry and research experts.
- Benefit from the networking opportunities: Establish new business relationships, trading opportunities and promote your company.
- Benefit from our educational program: stay ahead of the curve in semantic web technology to give you a competitive edge and learn how to achieve your business goals from industry and research experts
- Influence the Direction of Your Industry towards the most promising directions
- Benchmarking results of the emerging semantic web technology
- Privilege access to the NoE Knowledgeweb activities, exclusive Research & Surveys
- Your name listed as a member on the Web site and your participation to the Knowledgeweb member program
- Open attendance at F2F meetings that occur 3-4 times a year. They will be usually co-located with relevant conferences where industrial track are organised for papers and demonstrations presentations.

How can you be involved?

The role of the Industrial Partners is to provide feedback to the results and deliverables of the technical committees. It will help keep the scientific results aligned with the actual needs of industrial and governmental organizations and will also play a prominent role in disseminating these results to the user communities.

As an Industrial Partner, you will have the opportunity to influence the direction of Semantic Web technology development to better suit the needs of your company. The amount of time that you commit to this effort will depend on your level of interest. The kind of inputs we are looking for overall are:

- What is currently being done in your company in the area of Semantic Web and/or Semantic Web services?
- What are the key barriers to making use of Semantic Web and/or Semantic Web services technologies in your company?
- How are or can you make a business case for using Semantic Web services? For example, what are the opportunities that you see in your company, either as a user or provider of Semantic Web technology?
- What are the key challenges faced in your company that Semantic Web services can address?
- What specific requirements do you have that should influence the development of software architectures, languages and tools to support Semantic Web services?

Individuals may volunteer to lead efforts to produce white papers, to collate results of other Industrial Partners' inputs, etc. This is limited only by your level of investment and interest.

At present we have no plans for limiting the number of Industrial Partners. There are practical limits to how many could attend a single f2f. Partners who were most active would be given preference. If you would like to be an Industrial Partner, please take a few minutes and email us by reply the following information:

- 1. URL to your home page where we may find bio and other information about you.
- 2. A few sentences describing
 - o your technical background and expertise,
 - o your company interest and experience in the Semantic Web or Semantic Web services area
 - o what are your expectations from Knowledgeweb
 - o how do you expect to contribute

We look forward to hearing from you soon

Alain Léger, FT Direction Scientifique, Rennes Co-chair, Industrial Area, Knowledgeweb Robert Meersman, Professor Vrije Universiteit Brussel Co-chair, Industrial Area, Knowledgeweb Dieter Fensel, DERI Scientific Director, Galway, Scientific Director of the Knowledgeweb Guus Schreiber Professor, Vrije Universiteit of Amsterdam, Co-Scientific chair of Knowledgeweb

Annexe 4 Statement of Interest

Knowledge Web Industrial Partner: Statement of Interest
Organisation:
Website:
Contact:
Name:
Tel:
Fax:
1. The reasons to join Knowledge Web
2. Expected contributions to Knowledge Web objectives
3. Expected contribution to the integration of European Research on Semantic Web and Semantic Web Services
4. Expectation from Knowledge Web
5. Short CV of the organization (interest and experience in the Semantic Web or Semantic Web Services area):
6. Previous experience in international projects
7. Short CV of the key persons in the organization