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# IMMERSE

Immersive Virtual Tours on Critical  
Minerals for Clean Energy Transition

## IMMERSE Open Access Manual

Authorship

Technical University of Crete

## Respecting the



## EU Grants

### AGA – Annotated Grant Agreement

EU Funding Programmes 2021-2027

Version 2.0  
01 April 2025

## Disclaimer

This guide is aimed at assisting EU grant beneficiaries. It is provided for information purposes only and is not intended to replace the binding legal agreements themselves, nor professional legal advice for specific cases.

Neither the EU Commission nor its agencies and funding bodies (or any person acting on their behalf) can be held responsible for the use made of it.



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| List of Abbreviations |   |
|-----------------------|---|
| Acronym               | Definition  |
| AGA                   | Annotated Grant Agreement                           |
| EU                    | European Union                                      |
| EUCI                  | European Union Classified Information               |
| GDPR                  | General Data Protection Regulation                  |
| IPR                   | Intellectual Property Rights                        |
| OA                    | Open Access   |
| RWTH                  | Rheinisch-Westfälische Technische Hochschule Aachen |
| TUC                   | Technical University of Crete                       |
| UHU                   | Universidad de Huelva                               |
| UTas                  | University of Tasmania                              |
| VE                    | Virtual Excursion                                   |

## 1. Introduction

This OA manual highlights the most important guidelines that each operator, institution, and co-beneficiary of the IMMERSE project must conform to. It is essential to mention that the entire OA manual is created in accordance with both the principles of the AGA Version 2.0 and the sufficient declarations of the approved proposal encoded as KA220-HED-C4DBCEC6, regarding all the Work Packages' responsibilities<sup>12</sup>, including the responsibilities of each beneficiary (e.g. WP4-licence policy).

Respecting the principles of the Annotated Grant Agreement (AGA) Version 2.0<sup>3</sup>, this Open Access manual (OA) report has been created to ensure the appropriate use and application of the Content Creation results of the IMMERSE project (Immersive Virtual Tours on Critical Minerals for Clean Energy Transition) Grant Number 2023-1-DE01-KA220-HED-000165332.

<sup>1</sup> Erasmus+ Programme Guide Version 2 20/01/2025 (2025). Retrieved from [Erasmus+ Programme Guide 2025 \(Version 2\) - Erasmus+ \(europa.eu\)](https://erasmusplusprogrammeguide.europa.eu/)

<sup>2</sup> Erasmus+ and European Solidarity Corps. [Register of the Data Protection Officer](https://erasmusplusprogrammeguide.europa.eu/). Retrieved from [DPO Public register \(europa.eu\)](https://erasmusplusprogrammeguide.europa.eu/)

<sup>3</sup> Annotated Grant Agreement. EU Funding Programmes 2021-2027. Version 2.0. 2025. Retrieved from <https://european-digital-innovation-hubs.ec.europa.eu/knowledge-hub/guidance-documents/annotated-grant-agreement-all-eu-funding-programmes-2021-27>



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## 2. Open Access Rules & License Conditions (Based on Appendix A)

### 2.1. Purpose and Scope

This Open Access Manual defines the framework for the use, distribution, and access to Virtual Excursions (VEs) developed within the project. It aims to:

- Protect sensitive and confidential information, including industrial assets and processes.
- Ensure compliance with the **EU (AGA, IPR, GDPR)** Principles.
- Specify access rights and responsibilities for beneficiaries, partners, and third parties.
- Define the license conditions for VE usage and distribution.

This manual applies to **all project beneficiaries, industrial partners, students, and external users** seeking to access or use the VEs.

### 2.2. Licensing Framework

All VEs and associated digital content (images, videos, 360° assets, narration, voice and face recordings, metadata, scripts, 3D models, and annotations) are distributed under:

**Creative Commons License that are displayed in Table S1**

Users **may**:

- ✓ View, display, and reference the VEs
- ✓ Share links for educational & non-commercial training

Users **must NOT**:

- ✗ Edit, modify, remix, or extract content
- ✗ Use for commercial purposes
- ✗ Publish or redistribute modified versions
- ✗ Remove ownership or institutional credits



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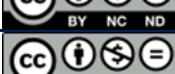
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### 3. Summary

Summarizing what follows from the Sections 1, and 2 mentioned above in this OA manual in combination with the obligations of the beneficiaries in each work package (declared in the approved proposal encoded as KA220-HED-C4DBCEC6), the commitments to maintain confidentiality regarding personal data as well as sensitive material received from the visited companies for the creation of the virtual tours, the representatives of the IMMERSE Project approve to apply the Creative Commons Licenses **CC type** as shown in **Table S1**, respectively to the created VEs. **Table 1** presents the Creative Commons License for the Created VEs by each partner, separately.

*Table 1 Creative Commons Licenses and Recommended Measures to be implemented for the Appropriate Use and Dissemination of the Created VEs of the IMMERSE Project, by the corresponding Beneficiaries-Creators*

| Partners | Creative Commons License | Creative Commons License Logo   | Recommended Actions to be Applied  |
|----------|--------------------------|---|--|
| TUC      | CC BY-NC-ND 4.0          |    | For protected VEs: Access rights after password request, Form in Table S2. |
| RWTH     | CC BY-NC-ND 4.0          |   | -  |
| UHU      | CC BY-NC-ND 4.0          |  | -  |
| UTas     | CC BY-NC-ND 4.0          |  | -  |

### 4. Summary of User Obligations

Users must:

- Respect CC BY licenses, as they are enacted by the corresponding VEs Creators
- Maintain confidentiality
- Request access to password-protected VEs
- Avoid commercial or modified reuse
- Comply with GDPR, IPR, and restrictions



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# A. Appendix

## A1. General

The purpose of this manual is to present the standard operating procedures for the optimal use of the Content Creation results from the IMMERSE project. The present guide provides sufficient instructions for each beneficiary, institute, or other organization concerned about the use and dissemination of the information included in the IMMERSE project's Virtual Excursions (VEs). The provided guidance meets the requirements of the AGA – Annotated Grant Agreement (Version 2.0) regarding Confidentiality, Security, and the General Data Protection Regulation (GDPR).

It is essential to note that all beneficiaries, or each beneficiary separately, reserve the right to take legal action in the event of improper use of the IMMERSE project's exported results.

## A2. Confidentiality and Security - Guidelines regarding the Confidentiality and Security of Sensitive Information

Respecting the principles of Confidentiality and Security as they are declared in Article 13.1 in the AGA – Annotated Grant Agreement Version 2.0, the beneficiaries of the IMMERSE project approved to implement the mandatory obligations focusing on the Confidentiality and Security of Sensitive Information.

### Sensitive Information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') - during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

### Sensitive Information - Confidentiality

If the project involves, uses or generates information that should not be made public (e.g. commercially sensitive information, business or trade secrets, confidential market data, valuable results not yet protected by intellectual property rights, security-sensitive information, etc), it should be identified and handled as 'sensitive' in accordance with the provisions in Article 13.1 (and Annex 5, if the Grant Agreement sets out specific rules for the programme, e.g. HE).

Sensitive information (former 'confidential'; new for 2021-2027) must be kept confidential - during the action and for at least five years afterwards (see Data Sheet, Point 6) — meaning that they may be disclosed only within the strict limits of what is allowed under Article 13, in particular to implement the Grant Agreement or protect the EU financial interests.

The confidentiality obligation is a minimum obligation: Beneficiaries may extend the period and agree to additional confidentiality-related obligations among themselves (for example,



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for access for other participants). Moreover, they may ask the granting authority to extend the period. This request must explain why and clearly identify the sensitive information concerned.

Best practice: In order to avoid issues, it is recommended that beneficiaries inform each other and the granting authority in case they know about laws that would require disclosing sensitive information. This can allow to work together to minimise any negative effects.

## A3. Classified Information - Guidelines regarding the Classified Information

Respecting the principles of Classified Information as they are declared in Article 13.2 in the AGA – Annotated Grant Agreement Version 2.0, the beneficiaries of the IMMERSE project approved to implement the mandatory obligations focusing on the Classified Information.

### **Classified Information**

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444 and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in Annex 5.

### **EU-classified Information**

If the project uses or generates information that is (or must be) classified, additional rules and procedures will apply in line with Article 13.2 (and Annex 5, if the Grant Agreement sets out specific rules for the programme). These are in particular:



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- security rules for protecting EU classified information set out in Decision No 2015/444<sup>4</sup> and its implementing rules on classified grants<sup>5</sup> and programme security instruction (PSI), if any (e.g. HE, DEP, EDF) and
- national rules on the protection of classified information.

In addition, security of information agreements concluded by the EU with third countries or international organisations may also be indirectly relevant (*for instance, may be a precondition for awarding (or not) the grant by the granting authority*), but they do not impose any direct obligations for on the consortium (do not directly apply to them).

Projects expected to involve EU classified information (EUCI) will have to undergo a security review procedure before selection, to set EU classification levels and other security recommendations (e.g. HE, DEP, EDF, CEF).

## **A4. Guidelines regarding the Background and Accessibility Rights – Specific Rules on Intellectual Property Rights (IPR)**

Respecting the principles of Background and Accessibility, considering the Specific Rules on Intellectual Property Rights (IPR) as they are declared in Article 16.1 in the AGA – Annotated Grant Agreement Version 2.0, the beneficiaries of the IMMERSE project approved to implement the mandatory obligations focusing on the Industrial and Intellectual Property Rights (IPR).

### **Background and access rights to background**

The beneficiaries must give each other and the other participants access to the background identified as needed for implementing the action, subject to any specific rules in Annex 5.

‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

- (a) held by the beneficiaries before they acceded to the Agreement and

- (b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

### **ANNEX 5 SPECIFIC RULES ON IPR (all programmes)**

<sup>4</sup> Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p.53).

<sup>5</sup> Commission Decision (EU, Euratom) 2021/259 of 10 February 2021 laying down implementing rules on industrial security with regard to classified grants (OJ L 58, 19.2.2021, p. 55).



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## INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16) (all Programmes except HE, RFCS, DEP, EDF)

*[OPTION for programmes with rights of use not only on communication material, but also on results: Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes]*

The beneficiaries must ensure these rights of use [for a period of [...]]/[for the whole duration they are protected by industrial or intellectual property rights]/[during the action].]

If results are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).]

## A5. Guidelines regarding the Ownership of Results

Respecting the principles of Ownership of Results as they are declared in Article 16.2 in the AGA – Annotated Grant Agreement Version 2.0, the beneficiaries of the IMMERSE project approved to implement the appropriate measures focusing on the maintenance of Ownership of Results.

### Ownership of results

The granting authority does not obtain ownership of the results produced under the action.

‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

### Ownership of results

Results belong to the beneficiary(ies) that generated them. The granting authority does not obtain ownership of the results produced under the action. ‘Results’ include the action’s tangible effects (e.g. data, prototypes, microorganisms), intangible effects (e.g. know-how, formulas), as well as any attached rights (e.g. patent rights and database rights). Results do not include the effects generated/produced by activities outside of the project — be it before the action starts, during its course or after it ends.

**Best practice:** To avoid or resolve ownership disputes, beneficiaries should keep documents such as laboratory notebooks to show how and when they produced the results.



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## A6. Guidelines regarding the Communication – Dissemination - Promotion

### Communication – Dissemination – Promoting the action

Unless otherwise agreed with the granting authority, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategic, coherent and effective manner.

Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

## A7. Data processing by the beneficiaries

### Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679<sup>6</sup>).

They must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

The beneficiaries may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiaries must ensure that the personnel is under a confidentiality obligation.

---

<sup>6</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).



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The beneficiaries must inform the persons whose data are transferred to the granting authority and provide them with the Portal Privacy Statement.

## A8. Other Suggested Linked Articles and Annexes to be Considered

- Article 11: Proper implementation of the action—requires compliance with all provisions, including confidentiality, data protection, and dissemination rules throughout the project.
- Article 12: Conflict of interests—which may impact confidential handling and dissemination activities, requiring notification and mitigation.
- Article 14: Ethics—covers obligations related to sensitive information, privacy, and responsible dissemination, particularly in ethics-sensitive projects.
- Article 16: Intellectual property rights (IPR)—sets rules for handling and disseminating project results, including those that may be confidential or proprietary.

### Ownership of results

- Article 17: Communication, dissemination, and visibility—directly governs how results, data, and outcomes are communicated and disseminated, with strict obligations to respect confidentiality and obtain permissions where needed.
- Article 19: Information obligations—including requirements to notify the granting authority about issues affecting confidentiality or dissemination.
- Annex 5: Specific rules on confidentiality and security—expands on the main articles for different programmes and outlines additional procedures and requirements (including for security-sensitive and EU-classified information).

All of these articles and annexes work together to set the complete framework for confidentiality and the dissemination plan under EU grants. Thus, beneficiaries must ensure compliance with all related articles and annex procedures, not just Article 13 and Annex 5.



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## S. Supplementary

Table S 1 **Table of Creative Commons License Abbreviations. Attribution-NonCommercial-NoDerivatives 4.0 International Deed. Hyperlink: <https://creativecommons.org/licenses/by-nc-nd/4.0/>**

| License name                            | Abbreviation | Icon  | Attribution required | Allows <a href="#">remix culture</a> | Allows commercial use | Allows <a href="#">Free Cultural Works</a> | Meets the <a href="#">OKF 'Open Definition'</a> |
|---|--------------|---|----------------------|--------------------------------------|-----------------------|--|---|
| Attribution                             | CC BY        |    | Yes                  | Yes                                  | Yes                   | Yes  | Yes   |
| Attribution-Sharealike                  | CC BY-SA     |    | Yes                  | Yes                                  | Yes                   | Yes  | Yes   |
| Attribution-NonCommercial               | CC BY-NC     |    | Yes                  | Yes                                  | No                    | No   | No  |
| Attribution-NonCommercial-ShareAlike    | CC BY-NC-SA  |   | Yes                  | Yes                                  | No                    | No   | No  |
| Attribution-NoDerivatives               | CC BY-ND     |  | Yes                  | No                                   | Yes                   | No   | No  |
| Attribution-NonCommercial-NoDerivatives | CC BY-NC-ND  |  | Yes                  | No                                   | No                    | No   | No  |



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Table S 2 Request Format to be submitted to the Beneficiaries of the IMMERSE project, regarding the Use-Communication-Dissemination of the Created VEs

|   |  |  |
|---|--|--|
| <b>Request Submitted by</b>   | <b>Organization/Institution/Person/Company/etc.</b>                      |  |
| <b>Request Submitted to</b>   | <b>IMMERCE Beneficiary/ies that created the VE</b>                       |  |
| <b>Description of the Requested Virtual Excursion (VE) to be used</b>   | <b>Name of the VE:</b>   |  |
| <b>Date of Request Submission</b>   | <b>YY/MM/DD</b>  |  |
| <b>Date of Reply</b>  | <b>YY/MM/DD</b>  |  |
| <b>Scope</b>  |  |  |
|                                  | <b>Creative Commons Licence: Attribution-NonCommercial-NoDerivatives</b> |  |
| <b><u>Request Description</u></b>   |  |  |
| <b>Please specify an Entire Analysis explaining the reason that you request to present to you the specific VE</b> |  |  |
|   |  |  |
| <b>Provided Link for Zoom Meeting in case of approval</b>   |  |  |
| <b>Final Decision of Stakeholders (Companies - Cooperators)</b>   | <b>Final Decision of the IMMERSE Beneficiary</b>                         |  |
|   |  |  |

Considering the IPR, GDPR, AGA Version 2.0, and the Guidelines of the IMMERSE OA Manual, it is comprehended that the approval or rejection of this request depends on the Beneficiaries' of the IMMERSE project or of the rest of Stakeholders' final decision.

| <b>Contact Emails</b>  |  |  |  |
|--|--|--|--|
| <b>Technical University of Crete (TUC)</b>                   | <b>University of Huelva (UHU)</b>                    | <b>University of Tasmania (UTAs)</b>                                     | <b>RWTH Aachen University (RWTH)</b>   |
| <a href="mailto:evarouchakis@tuc.gr">evarouchakis@tuc.gr</a> | <a href="mailto:jm Nieto@uhu.es">jm Nieto@uhu.es</a> | <a href="mailto:michael.roach@utas.edu.au">michael.roach@utas.edu.au</a> | <a href="mailto:lottermoser@mre.rwth-aachen.de">lottermoser@mre.rwth-aachen.de</a> |