



**Contract No. 004420**

**eu-DOMAIN - enabling users for  
Distance-working & Organizational Mobility  
using Ambient Intelligence Networks**

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**D9.6 Exploitation Plans (Preliminary Version)**

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**Index:**

<b>1. Introduction</b> .....	<b>4</b>
1.1 Contents of this document .....	5
1.2 Background .....	6
<b>2. Executive summary</b> .....	<b>7</b>
2.1 Exploitation.....	7
2.2 Industry analysis .....	7
2.3 Service level agreements .....	9
2.4 Conceptual framework for exploitation .....	9
2.5 Exploitation plans for consortium partners .....	10
<b>3. Exploitation of results</b> .....	<b>11</b>
3.1 Exploitation strategies.....	11
3.2 Exploitation of project results .....	11
3.3 Exploitation roles.....	13
3.4 Expected impact from exploitation of the results .....	14
<b>4. The eu-<b>DOMAIN</b> product portfolio</b> .....	<b>16</b>
4.1 Description of products .....	16
<b>5. Technology watch</b> .....	<b>20</b>
5.1 Ambient Intelligence.....	20
5.2 Service-Oriented Architectures (SOA) .....	20
5.3 eu- <b>DOMAIN</b> Aml and SOA.....	21
5.4 Future and Emerging Technologies .....	21
<b>6. Industry analysis</b> .....	<b>22</b>
6.1 The industrial service sector .....	22
6.2 The Facility Management sector .....	24
6.3 The building automation sector .....	28
6.4 A common business framework for the industrial sector.....	29
6.5 The healthcare sector .....	30
6.6 Service level agreements .....	42
<b>7. Contractual framework for exploitation</b> .....	<b>42</b>
7.1 Industrial property rights and partners responsibilities .....	42
7.2 Availability of infrastructure for demonstration .....	42
<b>8. Individual industrial exploitation plans</b> .....	<b>42</b>
8.1 C International Ltd. (CIL) .....	42
8.2 Innova S.p.A. (INNOVA) .....	42
8.3 CNet Svenska AB (CNET) .....	42
8.4 T-connect s.r.l. (T-CON).....	42
8.5 Software AG (SAG) .....	42
8.6 Telefónica I+D (TID) .....	42
<b>9. Individual academic exploitation plans</b> .....	<b>42</b>
9.1 University of Aarhus (UAAR).....	42
9.2 Foundation for Research and Technology – Hellas (FORTH) .....	42
<b>10. Individual user exploitation plans</b> .....	<b>42</b>
10.1 Grundfos Management A/S (GMA) .....	42
10.2 Eastern Birmingham Primary Care Trust (EBPCT) .....	42
<b>11. Joint exploitation plan</b> .....	<b>42</b>
<b>12. Appendix</b> .....	<b>42</b>
12.1 Appendix A: Model Service Level Agreement for eu- <b>DOMAIN</b> .....	42
12.2 Appendix B: Exploitation Interest Questionnaire .....	42

## 1. Introduction

The project's exploitation plans provide a comprehensive view of the expected results, their possible contribution to new or existing products, services, infrastructures and knowledge bases, the intended exploitation, dissemination and use by the consortium ensemble and by the individual participants. The objectives of the exploitation plans are to use the results for the benefits of the collaborative partners and potential customers.

The eu-DOMAIN consortium has developed a full set of draft exploitation plans (the present drafts will be updated to the final plans in M34), which identify the key success factors, trends, threats, and opportunities pertinent to eu-DOMAIN's deployment. The exploitation plans are fully coordinated with the project's dissemination activities and take full advantage of the 'potential-market' feedback available from the dissemination activities as these are undertaken.

An integral part of the project has been the development of realistic business models for users and service providers. The business models' emphasis has been on identifying value creation and new business opportunities for SMEs as service providers.

The final eu-DOMAIN exploitation plan awaits the validation of the platform and associated business models in the two user domains: Healthcare and Industrial Services. Based on these findings, the final exploitation plans will define precisely how eu-DOMAIN should be "taken to market" – continued, extended to other services and supported after the project's work is completed. The various exploitation options pertinent to each of the project's results will be assessed to provide recommended exploitation actions and supporting business plans, which will then commence at the end of the project.

The intention is to establish eu-DOMAIN as a stand-alone business available to potential users throughout Europe initially, and then potentially Europe wide and worldwide. It is expected that the joint venture will cover sufficient technological ground to be able to offer and operate a complete Europe-wide eu-DOMAIN platform. The most effective Europe-wide exploitation will be for the partners to continue to work together in a more formal cooperation after the project has ended. Discussions regarding the nature of such a joint venture are currently ongoing. CIL has recently set up two similar spin-off web services joint ventures coming out of EU-funded projects and is currently raising finance for a third. CIL will use the experience it has gained through these other ventures to assist the Consortium partners to launch a successful commercial venture after the end of the project.

In addition to providing the eu-DOMAIN service, some partners will also exploit the knowledge from participation in the project to improve their consultancy services and/or research activities to all types of private and public sector organisations who are interested in exploiting emerging technologies to implement new and better ways of working.

eu-DOMAIN exploitation is thus planned at three levels:

- Exploitation by individual partners of their own IPR initially within healthcare, industrial services and building Facility Management
- Exploitation of the results jointly by several partners in a pan-European approach
- Exploitation by some individual partners of their own IPR across consultancy markets.

Potential target groups in different sectors have been identified, analysed and prioritised according to commercial attractiveness. In order to optimise time-to-market, the first eu-DOMAIN deployment initiatives will be focused on the most commercially attractive customers. A major instrument in this approach will be the availability of a fully working eu-DOMAIN platform for a prolonged period after the end of the project, so that on-going customisation and trials can be performed for potential customers.

## 1.1 Contents of this document

This present document represents the first draft of the eu-DOMAIN exploitation plans. The project plan identifies two versions of the exploitation plans: A draft version to be developed in the middle of the project (Month 16, September 2005) when the general architecture and applications of eu-DOMAIN are known and a final and fully operational version of the exploitation plans to be developed towards the end of the project (Month 34, March 2006).

The final exploitation plan will be further developed post-project as a set of detailed operational business plans for commercial deployment of eu-DOMAIN across the identified industry sectors.

At the time of writing, the full scope and detail of the project's results are not known, especially as far as fully operational and deployable software modules and services are concerned. Furthermore, the important work of validation of business models and developing sustainable business cases is still on going and will not be completed until Month 22 of the project. Hence, very important aspects of industry analysis, market analysis and exploitation strategies cannot be fully described in this draft version which focuses on exploitation principles and outlines exploitation strategies.

At this stage the document discusses:

- The projected results and related product portfolio
- IPR approach
- The eu-DOMAIN's commercial and societal impact
- Potential markets and industry analysis
- Overall exploitation approach and the roles of the consortium partners.

Each of these aspects will be further iteratively developed over the course of the project and the exploitation plan draft updated accordingly. Detailed exploitation strategies will be developed after the societal issues have been clarified and realistic business models have been developed. From this framework, potential target customer groups in different market sectors will be identified and prioritised according to commercial attractiveness. The exploitation activities will be focused on the most potential customers, in order to optimise time-to-market. When the exploitation strategy has been decided, detailed exploitation plans will be developed including comprehensive sales and marketing plans.

In the final version of this deliverable D9.6 Exploitation Plan we will perform a more precise market study for the relevant sectors.

The deliverable is structured as follows:

The remainder of this chapter includes a summary of the background for the eu-DOMAIN project and its objective.

Chapter 2 provides a condensed summary of the work reported in this deliverable.

Chapter 3 analyses the exploitation possibilities and identifies the roles of the project partners. The expected results and impacts of the projects are also defined.

In Chapter 4 the eu-DOMAIN product portfolio is described in more detail.

Chapter 5 provides a draft version of the Technology watch report. This report will be updated in the final version of the D9.6 Exploitation plan with the results obtained in WP8 and documented in the D8.4 Take-up guideline and technology watch report.

Chapter 6 analyses the industrial services domain and the healthcare domain. It looks at the market structures, market trends and economic trends relevant for the exploitation of eu-DOMAIN, as well as the relevant legal and regulatory aspects to consider. The actors necessary to consider in relation to business modelling are defined and the main features of a service level agreement structure are outlined.

Chapter 7 describes the conceptual framework for exploitation.

Chapter 8 analyses individual industrial exploitation plans for the industrial partners, while chapter 9 analyses individual academic exploitation plans for the two academic partners. Finally, the user exploitation plans for the two user partners will be described in chapter 10; however, at the time of writing this is still awaiting the results of the user validation following the European Awareness Scenario Workshops (which has yet to be completed).

Chapter 11 gives a brief overview of the plans for joint exploitation of eu-DOMAIN.

In Chapter 12 you find Appendix A: Model Service Level Agreement for eu-DOMAIN and Appendix B: Exploitation Interest Questionnaire.

## 1.2 Background

The specific aim of the eEurope 2005 action plan is to “stimulate secure services, applications and content based on a widely available broadband infrastructure”. The realization of this vision is today still obstructed by a huge variety of proprietary systems not being able to communicate across platforms and users struggling to make systems from different manufacturers operate together. This is especially true when services are needed outside fixed workspaces like homes, offices or factories.

An estimated 12 million Europeans travel everyday across Europe to do their work outside their normal workspace. eu-DOMAIN will dramatically improve their ability to deliver quality services, optimise their professional work, increase the competitiveness and visibility of their host organisations and generally improve the quality of life for Europe’s citizens.

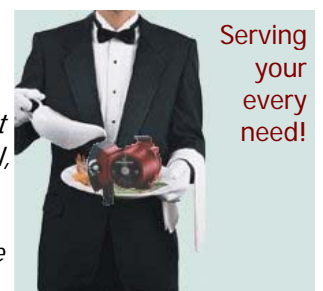
eu-DOMAIN is a new, innovative European Ambient Intelligence service platform for automatic, context sensitive offering and contracting of mobile web services across heterogeneous networks. The eu-DOMAIN service platform can not only connect people and content but also buildings, devices and machines in an interoperable network and so contribute to the first structured Ambient Intelligence middle-layer widely available.

eu-DOMAIN enables mobile workers to access their “conceptual user domain” wherever they need to work, intelligently accessing the services and devices they need. It allows content providers and domain service providers to offer advanced augmented reality services to such users, creating new ways of collaborative working.

The eu-DOMAIN platform is going to be deployed in a broad range of industrial, government, healthcare and other citizen centred applications. The eu-DOMAIN project will prove the feasibility of this in a practical way by developing and validating demonstrators in two different domain scenarios:

In the field of Industrial Services the focus is '**Serving your every need!**':

*In a world where customers are the primary driving force in shaping product characteristics, features and use of pumps, combined with the existence of a sophisticated communication infrastructure, i.e. the eu-DOMAIN, the basic product function of a pump will shift from simply moving water (or fluids) to be an integral, maybe even a crucial part, of the customer’s solution. The value created by the “ambient intelligence” functionality of the pump becomes a major part of the customers’ overall value creation. The pumps are “serving you – wherever you are – whatever you do – whenever you want it”.*



In the field of Healthcare the focus is '**Patients as customers!**':

*The healthcare system is multi-faceted. A large amount of new methods, devices and medication are available from various service providers, each of them offering their services to an informed patient - sometimes in competition; sometimes in cooperation. The patient chooses the providers that are most suited to her/his needs.*



## 2. Executive summary

### 2.1 Exploitation

The exploitation plans are developed according to an overall exploitation strategy to optimise the exploitability and the impact of the eu-DOMAIN platform. The partners bring together a unique combination of both technical and business skills and experience necessary to form an effective business venture.

The exploitation of the project is expected to have an impact on European businesses' strategies and economies, on business innovation, quality of life and health and safety, on the environment due to energy saving and finally eu-DOMAIN will add value to cross European communication infrastructure.

A range of commercially exploitable products which apply to the consortium as a whole and its individual partners have been identified. Moreover, each of these has been evaluated and included in the partners' individual exploitation plans as appropriate and represented in the individual exploitation plans, identifying the best way in which they may be exploited.

From the range of potentially exploitable products, three main categories have been selected for further analysis and business planning. The selected product categories are:

1. The eu-DOMAIN **AmI service platform**: A web based service that offers all eu-DOMAIN functionalities to service providers
2. The eu-DOMAIN **web service components**: Different components, applications and services can be plugged in and services and application can be developed in order to adapt it to the special needs and requirements of a given domain
3. The eu-DOMAIN **consultancy services**: New and improved consultancy services originate from all parts of the project's results, including technical infrastructure architecture, conceptual models, web service components, research and educational programmes and business and value modelling.

### 2.2 Industry analysis

The Industrial Service sector, the Facility Management sector, the Building Automation sector and the Healthcare sector are analysed according to market structures, trends, economies and legal and regulatory aspects.

#### 2.2.1 The industrial service sector

The main stakeholders in the Industrial Services Business are: Component manufacturers, System integrators and Customers.

Traditionally, capital goods industries founded their strategies on products, while they are now increasingly considering service business as an opportunity for growth. This means that successful component manufactures will have to make long-term service contracts more attractive to their customers by offering individually designed service solution bundles, which could be based on the model of risk and gain sharing and, additionally, the speed of successful new technology development and its application to products or solutions is one of the key success factors today, and it will become more critical still in the future.

Studies show that the industrial services market offers considerable growth and profit opportunities across many industries with an estimated annual growth rate of services (2000-2005) from 5-10%. Moreover, service margins could be as high as 15-20%, exceeding the average margins in the product business by a factor of 4 to 5.

### 2.2.2 Facility Management

Facility Management is thus a profession that encompasses multiple disciplines to ensure functionality of the building environment by integrating people, place, process and technology. Facility Management is not confined to business-oriented activities such as manufacturing. Public services (water supplies, emergencies, buildings, sports arenas, etc.) are typical targets for Facility Management.

In the eu-DOMAIN context we use the term "Facility Management" to also include the business activities related to "Operations Management" and "Total Management" including process equipment, installations, buildings, infrastructures, services and all other material activities needed to fulfil a specific business or technical goal.

Facility Management can be re-conducted to two main types of demand: 1) related to Space & Infrastructure and 2) related to the People & Organisation.

The present deliverable addresses the following Facility Management sectors: Property Management, Asset Management, Enterprise Asset Management, End-of-Life Asset Management and Recycle Services and Total and Operational Management.

One theme that emerges repeatedly among Facility Managers is the move from "property management" to "infrastructure management". Facility managers are now embracing for "transformational technologies" that completely reshape their markets such as the convergence of technologies that make building intelligence possible.

The European market for Facility Management is the second largest in the world with an estimated value of €343 billions in 2003. The three main European markets for outsourced services were the United Kingdom, Germany and Italy.

### 2.2.3 The building automation sector

Facility owners and managers expect today that all control systems can be integrated to provide a high level of "building intelligence." The driver of building intelligence and many other major trends is economic pressure to increase efficiency and productivity continuously and to do more with less.

Facility managers are pushing building automation systems vendors to transform today's closed technologies into Web-enabled applications running over industry-standard IP networks.

Facility managers are driving building automation systems by demanding more-open systems. The open architecture approach means widespread acceptance and sharing of hardware and software designs, standards, and protocols and is seen as being critical to the successful spread of intelligent building technology. It will lead to a greater interoperability of various systems.

A survey conducted by the Wireless LAN Association and NOP World Technology concluded that the average wireless user is 22% more productive than his or her wired counterparts. Productivity benefits are quantified at 48% of the total return on investment of a wireless network.

### 2.2.4 The healthcare sector

The structures of European healthcare systems are diverse and it is therefore necessary to be aware of fundamental differences in order to be able to commercially exploit eu-DOMAIN successfully across Europe. Please refer to deliverable *D2.5 Societal user requirements specifications (annex)* for details on the main characteristics of the EU Member States' healthcare systems.

The European healthcare sector is dominated by public provisioning and funding of healthcare services. The central governments are responsible for national legislation and policies on healthcare. National budgets for healthcare are generally set at central level based on both historical data and negotiation with healthcare providers.

Healthcare expenditure as a proportion of the national GDP has increased in all Member States in recent years. The average percentage of national GDP expenditure on health for the eight EU Member States analysed here increased from 8.5% in 1998 to 9% in 2002. Therefore cost-



containment and cost-efficiency have been important issues in recent years in most EU Member States.

The European population is aging due to the falling birth rate and the increased life expectancy. At the same time, the number of people with chronic conditions associated with old age and/or unhealthy lifestyles is increasing. A major challenge for the EU Member States will therefore be how to pay for the increasing costs of healthcare services.

There will also be an increase in need for day centres and for smart homes. Telecommunications will be essential in order for those with restricted mobility to keep in touch with essential support services. Responding in an adequate manner to these growing needs presents a number of significant challenges to service provision, which ICT can in significant ways help to meet.

EU Member States are already working towards various eHealth strategies, policies and goals in order to meet the future challenges of healthcare provisioning. Although there are some variations as to the present stage of eHealth developments in the different EU Member States the incentives are there, and as general IT infrastructure and Internet access continues to improve across Europe the differences between Member States' eHealth developments should decrease.

Enabling patients with chronic diseases to manage and monitor their condition from home or away, thus avoiding spending hours in the doctor's office for regular check-ups, will not only mean that patients are more mobile and less dependent on their GP or the surgery's opening hours, it will also enable patients to take control of their disease. eu-DOMAIN will allow patients to self-manage their disease through the use of home testing devices and two-way remote communication with their GP, nurses and the hospital.

### **2.3 Service level agreements**

To manage the quality of service delivered by a eu-DOMAIN Service Provider, Service Level Agreements (SLA) must be agreed.

The Service Level Agreement define the legal status and responsibilities of eu-DOMAIN Service Provider and what kind of contracts are required between service providers (e.g. healthcare provisioning bodies or industrial domains), customers or patients, and the eu-DOMAIN Service Provider.

### **2.4 Conceptual framework for exploitation**

Each contractor is bound by the terms and conditions of the Commission contractual rules, Annex II General Conditions - Part C entitled "Intellectual Property Rights" as complemented or amended in the consortium agreement.

The following issues relevant for exploitation are defined: Ownership, Pre-Existing Know-How, Access rights, "have manufactured" rights and the use of marks.

A major tool for exploitation will be the availability of a fully working eu-DOMAIN platform towards the end of the project and in a prolonged period thereafter, on which demonstrations can be performed.

The demonstration platform provides the possibility to perform demonstration services to various potential service providers, system integrators, component manufacturers and governments across Europe, allowing them to test out new services.

## 2.5 Exploitation plans for consortium partners

### 2.5.1 Individual industrial exploitation plans

C International Ltd. (CIL), UK: CIL's focus will be upon the healthcare market as a priority and will use this as basis for moving forward in other market segments.

Innova S.p.A. (INNOVA), Italy: Innova will target a part of the organization, both large industries and SME's, that composes its large customer base: major promising markets will include healthcare, Facility Management and environmental services.

In-JeT ApS (IN-JET), Denmark: In-JeT's objectives are to enhance its portfolio of licensing opportunities and to offer high-level services to both large industrial enterprises and SME's in Denmark. These objectives will be achieved by offering eu-DOMAIN services as an Application Service Provider (ASP).

CNet Svenska AB (CNET), Sweden: CNet expects that the Facility Management sector and the building sector will be the first target exploitation markets. Some possible prospects also include Securitas and Swedish Road Authority.

T-connect s.r.l. (T-CON), Italy: Sales Force Management and Field Force Automation of SMEs mobile workers is a potential market that could be interesting for the exploitation of eu-DOMAIN platform or, at least, part of it including features as location based services, remote device configuration.

Software AG (SAG), Germany: Software AG will target customers in areas of both healthcare and Industry that could be interested in the services of the eu-DOMAIN platform.

Telefónica I+D (TID), Spain: The results of the eu-DOMAIN project will provide users with web service-related data through which the end-users will consume the Telefónica group's basic products and services. There are a lot of health and industrial companies that "buy" Telefónica Group companies' products and results. Telefónica I+D also have direct clients related to the eu-DOMAIN market, both from the health and industrial sectors.

### 2.5.2 Individual academic exploitation plans

University of Aarhus (UAAR), Denmark: The Department of Computer Science is conducting extensive research in pervasive computing and "pervasive healthcare" in particular. The research activities here may indirectly relevant to exploitation and dissemination in eu-DOMAIN.

Foundation for Research and Technology – Hellas (FORTH), Greece: FORTH is currently finalising its business plan for a possible formation of a spin off company in the healthcare domain to undertake the responsibility to market and exploit relevant technologies. If such a company is finally established in the near future, it would be the natural channel for exploiting potential results of eu-DOMAIN.

### 2.5.3 Individual user exploitation plans

The individual user exploitation plans in this section will be developed after the result of the user validation has taken place using the concept of European Awareness Scenario Workshops

The two user partners are Grundfos Management A/S (GMA), Denmark and Eastern Birmingham Primary Care Trust (EBPCT), UK.

### 2.5.4 Joint exploitation plans

The partners involved in the project can individually realise economic benefits from the results of the project in a number of ways. However, since the product contains a wide range of diverse technologies, the most effective exploitation will be for the partners to continue to work together in a more formal cooperation after the project has ended.

### 3. Exploitation of results

#### 3.1 Exploitation strategies

The Consortium partners have a priori identified individual exploitation objectives. The exploitation plans are developed according to an overall exploitation strategy to optimise the exploitability and the impact of the eu-DOMAIN platform.

The industrial partners involved in the project can individually realise commercial benefits from the results of the project in a number of ways. For the exploitation, some industrial partners will exploit research results by enhancing existing or creating new products and services. These products and services will lead to a competitive advantage for these partners and will create substantial benefits for the end users. Users and some smaller SME's will exploit the project results by incorporating eu-DOMAIN components in existing and new domain applications and thus improve performance and marketability of their products.

In order for the exploitation to be effective an integrated approach will be necessary, combining experience and expertise from the development department, market specialists, and involvement of the user base represented in the consortium.

This exploitation approach has been accompanied by the following tasks:

- Transfer of research results into actual developments, products, and services
- Gaining feedback on economic benefits and impact of the research projects especially through surveys and personal interviews
- Market examinations for the best use of research results and for creating new business opportunities
- Achieving high exploitation through the feedback from large user groups and other technical and scientific networks of the consortium partners.

The industrial partners are presently exploring the possibility of a joint exploitation strategy. Alongside a possible joint exploitation of the eu-DOMAIN platform and components, each individual partner will exploit the results of the project as part of their corporate business strategy.

#### 3.2 Exploitation of project results

eu-DOMAIN's technical and business innovation, geographic and commercial scope, and uniqueness in the market place gives rise to a number of project results (outputs) that will be exploitable by the consortium as a whole and/or by its individual partners. The project results are being validated in two business sectors: *Building Facility Management and eHealth services*, but the platform can and will be exploitable in a number of other industry and government domains along with a number of other results. The eu-DOMAIN project thus has the potential to provide a wide range of exploitation opportunities for the Consortium and the individual partners.

The primary objective of the project is to develop innovative applications with on-demand delivery of services in order to enhance the work environment for mobile users and workers and to integrate them with intelligent surroundings wherever they are: In buildings, vehicles, public spaces, etc. The services will be seamlessly accessibly through the use of mobile and fixed service gateways imbedded in the surrounding structures, e.g. buildings or vehicles, and support completely new ways of collaborative working. Such services will, as our market studies show, provide timely and highly relevant exploitable products for the very near future.

As can be seen from the following table there are a range of commercially exploitable products, which apply to the consortium as a whole and its individual partners. Each of these has been evaluated and included in the partners' individual exploitation plans as appropriate and represented in the individual exploitation plans, identifying the best way in which they may be exploited.

Exploitable Knowledge	Exploitable products	Application sectors	Timetable for commercial use	Patents/ IPR	Owner
Ambient Intelligence (AMI) solutions development and deployment	AMI web services based platform	Initially National Healthcare Services and Industrial Pumps. Then a wide range of industries. Such as: Construction / Automotive industry (maintenance management).	2008	Being evaluated	eu-DOMAIN consortium
	AMI services components	"	"	"	eu-DOMAIN consortium and/or individual technical partners
	AMI platform services including end-user services, development & maintenance services	"	"	"	Individual consortium technical partners
Healthcare and Pump Industry user requirements	Consultancy and Advisory services	National Healthcare Services and Industrial Pumps	2005	"	Consortium's user and business partners
New working processes and analysis skills	Business processes consultancy services	"	2007	"	Individual consortium business partners
eu-DOMAIN infrastructure implementation skills	Consultancy solutions development and deployment	"	2008	"	Individual consortium technical partners
Business modelling skills	Consultancy Programmes and solutions	"	2008	"	Individual consortium technical and business partners
State of the art knowledge for AMI	Consultancy and updated products portfolio	"	2006	"	Individual consortium technical partners
Technical skills gained from development of eu-DOMAIN	Consultancy and extended products portfolio	"	2006	"	Individual consortium technical partners

Table 1 Commercially exploitable eu-DOMAIN products

### 3.3 Exploitation roles

The amount of leading-edge technologies needed to realise the eu-DOMAIN platform, requires a multi-skilled/cross-border/cross-sectored approach and the eu-DOMAIN partners represent a wide-range of technical and business skills and cover a wide European and multi-national commercial scope.

The technology and application development partners belong to the most innovative knowledge bases within the current state-of-the-art software architecture, web services and telecommunication infrastructures. The partners also bring together a unique combination of both technical and business skills and experience necessary to form an effective business venture.

This is illustrated in the following table:

Partner	Individual partner exploitation	Transfer to other markets
CIL	Strengthen business credentials and reputation, and widen client base in Health consultancy to increase revenues in addition to eu-DOMAIN implementations	Lead the adaptation of eu-DOMAIN to other applications
INNOVA	Extend existing client base through enhanced technical consultancy knowledge applied to new technology exploitation services.	Extend SME market by adding to technology transfer product and service portfolio.
IN-JET	Productise and support eu-DOMAIN and derivative ambient intelligence platform services to existing and extended market.	Further develop market to other ambient intelligence application areas.
UAAR	Research benefits from project involvement and exploitation of outcomes.	Not applicable.
FORTH	Research benefits from project involvement and exploitation of outcomes. Commercial exploitation through collaborations.	Not applicable.
CNET	Productise and support eu-DOMAIN XML web-services and derivative applications for existing and new clients. Further develop products/services portfolio through enhanced technical skills.	Further develop market to other XML and web-service applications.
T-CON	Productise and support eu-DOMAIN communication facilities and derivative applications for existing and new clients. Further enhance company's products/services portfolio through eu-DOMAIN acquired technical skills.	Further develop R&D activities based upon eu-DOMAIN experience.
SAG	Supporting the productisation of eu-DOMAIN XML web-services and derivative applications for existing and new clients. Further enhance company's products/services portfolio through eu-DOMAIN acquired technical skills.	Further develop market to other XML and web-service applications.
TID	Productise and support eu-DOMAIN communication facilities and derivative applications for existing and new clients. Further enhance company's products/services portfolio through eu-DOMAIN acquired technical skills.	Further develop products and R&D activities based upon eu-DOMAIN experience.
GMA	End-user benefits from roll-out. Further enhance company's products/services portfolio through eu-DOMAIN experience.	Not applicable
EBPCT	End-user benefits from roll-out. Advisory service/consultancy to peer healthcare organisations.	Not applicable

Table 2 Exploitation roles

### **3.4 Expected impact from exploitation of the results**

#### **3.4.1 Strategic impact**

By helping to place European companies at the forefront of the development and deployment of ambient intelligent technologies eu-DOMAIN has the potential to significantly increase the competitiveness of European businesses in two main ways. In the first instance, it will provide SMEs with an easy-to-deploy strategic platform for using ambient intelligence technologies in their products thereby giving them a comparative advantage against large firms, who have much larger resources for developing proprietary platforms. In the second instance, small companies can drastically improve time-to-market of new products and services by simply renting access to the ambient intelligence platform from external providers. This will also ensure that European companies are amongst the first to realise the strategic advantages of an ambient intelligent platform to support mobile workers and hence will provide them with tools to stay in the forefront in their respective markets in a global competitive environment.

The eu-DOMAIN project is also focused on correlating socio-economic, regulatory and policy issues with the deployment and widespread use of ambient intelligence platform. Aspects of e.g. social acceptance, economic performance, regulatory frameworks for surveillance and control of private citizens, privacy of data, governmental provisions for health and safety, etc. will be addressed and integrated with the functional and trust and security user requirements to round off the package of specifications for socially acceptable new ways of working.

The applications and services to be provided as a result of the project have the potential to make a major contribution to solving societal problems both through their support in the delivery of directly relevant public services, as illustrated by the Healthcare for tomorrow scenario to be validated during the project, and indirectly by facilitating the full set of benefits that can be realised from a proper knowledge based economy.

#### **3.4.2 Economic impact**

The eu-DOMAIN service platform represents a specific application of the integration of a number of emerging technologies in the form of an infrastructure and set of applications and services. The specific scenarios being validated are in the eBusiness and eHealth domains but the results will have wider applicability in many other domains, which will be further explored in the exploitation phase.

The scenario domains selected play highly important economic and social roles in Europe. A platform that significantly improves both the efficiency and effectiveness of a market of this size and importance will have a major economic impact at the European level.

The platform will have a clear economic impact on the business users of the platform. By opening up the possibilities that ambient intelligence offers to all businesses, no matter how large or small, eu-DOMAIN has the potential to make a significant economic impact on their operations through improved competitive positioning. The potential for generating economic benefits is further enhanced by the efficiency gains that will arise from the possibilities for introducing the new and more effective collaborative ways of working that are enabled by the technologies embedded in the eu-DOMAIN platform. All of this has been provided in a business-modelling framework for direct implementation in the companies.

#### **3.4.3 Business innovation**

New research into defining and measuring value creation in web service networks will be undertaken, leading to innovative business structures involving content providers and service providers in collaborative systems.

Network operators and others will be provided with a novel framework for increasing business opportunities, by setting up platforms for collaborative value nets based on eu-DOMAIN. Acting as service providers or service aggregators, they will be able to offer services to a large amount of content providers and thereby overcoming uncertainty about precisely what services will be successful.

Industrial companies in a wide range of sectors will be provided with a business model for implementing eu-DOMAIN to support ubiquitous intelligence in their entire product range with a standardised, easy to use interface. This will further enable them to bring out new, innovative services to enhance customer satisfaction.

Specific emphasis will be made on identifying new business opportunities for SMEs. Especially SMEs with few products and limited resources find it difficult and expensive to embed ubiquitous intelligence in their products, because they need to communicate via e.g. GSM and Internet. eu-DOMAIN will benefit SMEs because it will provide an open, secure, affordable and accessible platform for communication to their products and delivery of new, innovative services, including easy and open interaction with other manufacturers' products.

Governments, especially in the healthcare and social services area, will be provided with a fully developed platform for delivering public services directly to the citizens' homes and integrate mobile workers in the platform using existing communication networks. The potential is enormous for improving quality and reduce costs in this area.

#### **3.4.4 Added-value at the European level**

Interoperability is a serious issue for cross-European infrastructures, requiring automatic roaming across heterogeneous structures in order to provide interoperable services across national and regional boundaries. This problem can only be solved by a network topology as proposed in the eu-DOMAIN.

The broad acceptance of new communication infrastructures is a major European concern. EU has, through ETSI and other bodies, been instrumental in the development of these new infrastructures. Widespread public and business use of new services provided on these infrastructures are eagerly sought after. The aim is to speed up the deployment of eu-DOMAIN as a pan-European infrastructure.

#### **3.4.5 Quality of life and health and safety**

The outcome of this project could have an impact on the quality of life of European citizens in a number of ways. It will result in the delivery of higher quality and more timely services to citizens wherever they happen to be, particularly in the collaborative healthcare and customer support fields that form the foci of the scenarios, but also more generally as the results of the work are deployed elsewhere. It will also significantly improve the quality of life of a very large number of mobile workers across Europe who will, for the first time, be provided with effective, customised support for new and collaborative ways of working wherever they happen to be.

#### **3.4.6 Environmental enhancement**

One of the specific aims of the project is to improve energy conservation in pumping and heating systems by improved preventive maintenance and upkeep of components. It is estimated, that 1½% of the world's production of electricity is consumed by Grundfos pumps worldwide. A slight improvement in the pumps' operating conditions due to continuous monitoring and better service can save large amounts of energy, resulting in reduced ash generation and less emission of CO<sub>2</sub>, SO<sub>2</sub> and NO<sub>x</sub>. Emission of CO<sub>2</sub> alone amounts to 0.5 metric tons per MWh electricity generated. Community research is aiming at reducing EU energy requirements in buildings by 30% by 2010 and 50% in the longer term. Currently, the built environment in the EU accounts for about 40% of the total energy requirements. eu-DOMAIN will be an important step towards realisation of these goals.

The healthcare applications will inevitably lead to more efficient and effective use of resources in the healthcare area as more co-ordinated ways of working are enabled. This will have significant impact on travel levels and patterns leading to major energy savings. Also here, eu-DOMAIN will help to achieve community goals of improving the energy and environmental performance of vehicles and the related infrastructure.

## 4. The eu-DOMAIN product portfolio

### 4.1 Description of products

From the range of potentially exploitable products, three main categories have been selected for further analysis and business planning. The selected product categories are:

1. The eu-DOMAIN **Aml service platform**
2. The eu-DOMAIN **web service components**
3. The eu-DOMAIN **consultancy services**

In the following, a further description of each of the products will be offered. For each product we will also identify which of the partners intend to exploit such product or service.

#### 4.1.1 The eu-DOMAIN Aml service platform

The eu-DOMAIN Ambient Intelligence (Aml) Service Platform is a web based service that offers all eu-DOMAIN functionalities to service providers as described in Figure 1.

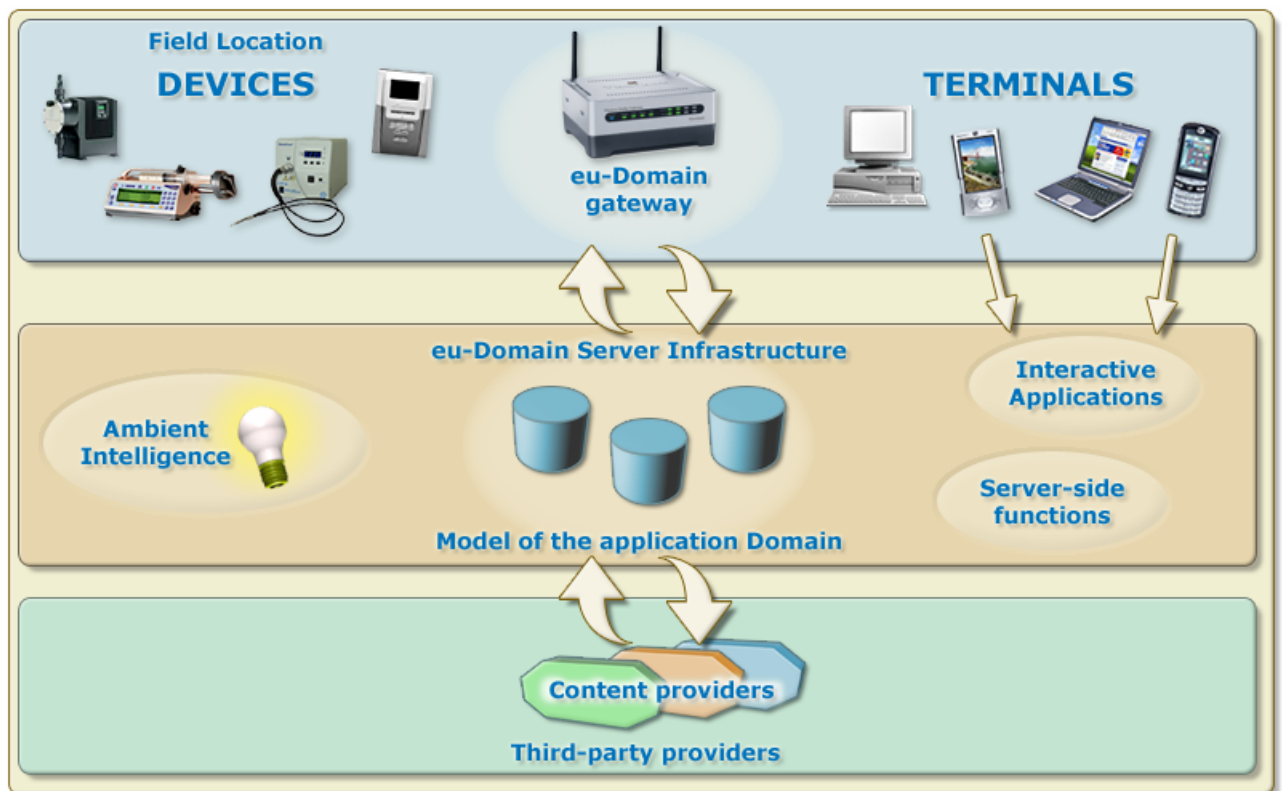


Figure 1 Logical overview of eu-DOMAIN architecture

The upper layer of the eu-DOMAIN platform comprises user and device interfaces, geographically distributed and designed for mobility and automatic configuration across heterogeneous networks. All conceivable devices will interact with the platform through existing networks and through local service gateways. In this context, a device means any sort of equipment, sensor control installation, sensor, actuator, etc. Further, the users may use any kind of known terminal type including mobile devices such as phones and PDA's as well as stationary devices such as PC's.

The central layer of the eu-DOMAIN platform consists of the actual web services and software architecture providing the ambient intelligence functions. This allows the user to interact with any



device, terminal or external repository, acquire and store data, and activating devices and terminals using rules-based ambient intelligence functionalities programmable in the system. Web based communication is providing the connectivity between the eu-DOMAIN central server and the physically distributed service gateways and the mobile and fixed users.

The bottom layer of the eu-DOMAIN platform consists of external Service Providers providing data, services or other content to be delivered through the eu-DOMAIN infrastructure. Typical examples of data repositories are product databases, electronic patient records and weather forecasts.

Each physical location must have one or more service gateways installed. They form dynamic, local intelligence clusters and access points to existing local area networks, through which, two-way communication with devices and other control systems in the location (e.g. alarm systems, energy control, etc.) can be established. The gateway can communicate via build-in device nets, e.g. LONWorks, WLAN or ZigBee wireless data protocol. The gateway also facilitates access to the eu-DOMAIN server and to local user terminals.

Service gateways are configured with an OSGi Framework for bundled services and are able to download a wide variety of services made available by the eu-DOMAIN server. Examples of typical service bundles are: Device monitoring interfaces, user profiles for access to content repositories, local alarm handling in emergency cases, etc.

The service gateways also provide Location Specific Intelligence, i.e. intelligence that can and should be provided locally, without involving higher hierarchy intelligence layers. This intelligence is either provided through active bundles developed for dedicated eu-DOMAIN applications, or the intelligence can be provided through interfacing to local control systems depending on the customer's application. Bundles and data are downloaded on demand through the eu-DOMAIN server, either from domain specific repositories or as a result of semantic search on the web.

The actual behaviour of the eu-DOMAIN platform must be customised for each domain by the Service Provider, as part of the application development work.

The hardware can be any kind of computing devices, which suites the application purpose in technical and economic terms. For private homes (healthcare) or small business, a number of different types of in-door residential service gateways are emerging on the market. They are cost efficient and most are prepared for OSGi frameworks. For demanding industrial purposes, heavy-duty industrial computers may become necessary. In either case, the hardware needs to be configured with the relevant interfaces (WLAN, LONworks, EIB, etc) and the corresponding network protocols must be installed.

The gateway software components comprise the operating system, a JAVA VM, the OSGi framework and other relevant system components. The actual application functionality must be developed in the server side framework and downloaded to the service gateway for execution in the form of OSGi compliant bundles.

When an extended local intelligence is needed, such as the use of existing control or monitoring systems in the application, the customer must also specify or develop the necessary interface and communication protocols.

The eu-DOMAIN infrastructure is capable of delivering application services directly to the remote locations. External services are negotiated from a third party Service Provider, e.g. an Electronic Patient Record system. Free web-content services, such as general health information related to the patient's current status, can also be searched and delivered to the user. Services can either be one-way service delivery or two-way interactive services.

Figure 2 below shows the perceived service provisioning platform as it would be implemented by a eu-DOMAIN Service Provider.

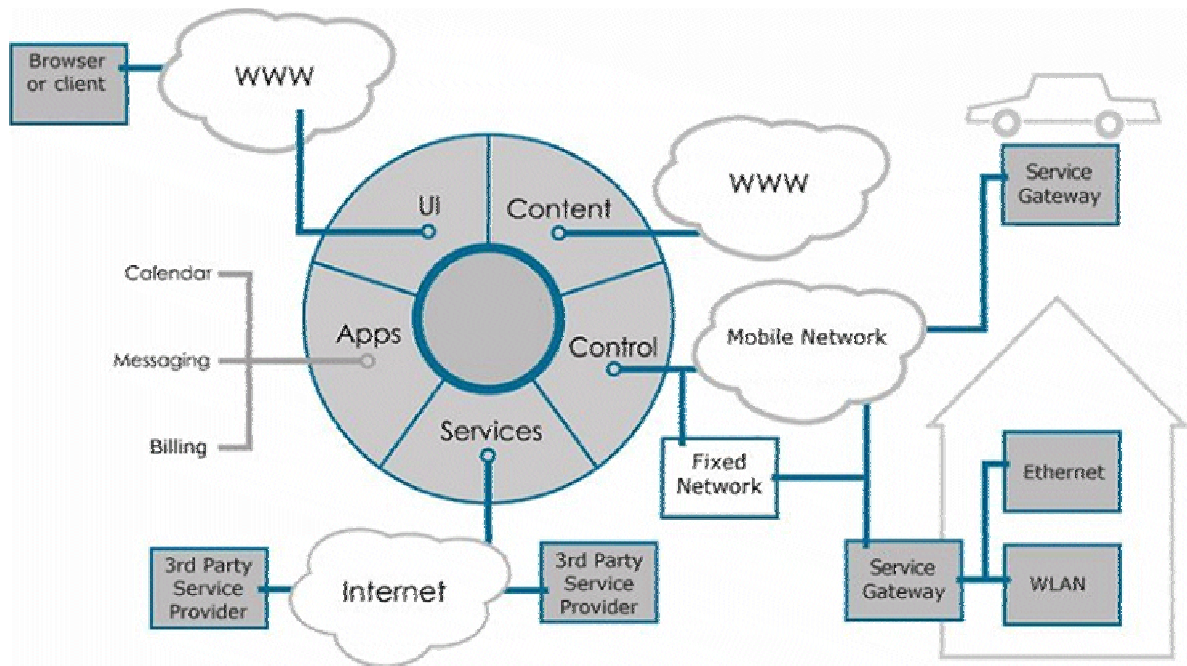


Figure 2 Typical service provisioning structure

The eu-DOMAIN service platform is hosted on a server park consisting of a set of powerful servers performing various tasks in the eu-DOMAIN platform and the ambient intelligence functionality. The server park typically consist of front-end interaction servers for user access, a gateway server for gateway connectivity, web service servers for third party service provider connectivity, an application server for domain models and application intelligence and data base server for data storage.

The server park is set up by a eu-DOMAIN Service Provider. IN-JET, CNET and TID are all planning to position themselves as service providers in selected markets. IN-JET and CNET will be covering the Scandinavian markets and possible provide services for CIL in the UK market as well. TID is considering setting up the service to serve clients in Spain. Both users GMA and EBPCT are awaiting keen to exploit the full service either as domain service provider or in collaboration with an external service provider. They are presently awaiting the outcome of the validation phase to make the final assessment of their possibilities.

#### 4.1.2 eu-DOMAIN web service components

The eu-DOMAIN platform is an infrastructure where different components, applications and services can be plugged in and services and application can be developed in order to adapt it to the special needs and requirements of a given domain. The project itself demonstrates that the same platform can be used in two very different environments, such as industrial services and healthcare, just by adapting the conceptual domain model and adding the particular services.

The basic feature is that the same infrastructure can be used for several domains by changing the conceptual domain model that defines the elements and the relations inside the application. Thus, it is very important that application developers will have access to the software components for web service provisioning in order to develop eu-DOMAIN compatible applications and services, which can be automatically deployed in the specific environment. The web service components can be made available as a toolbox library or as a full Software Development Toolkit (SDK).

The set of tools should come with all the needed facilities such as libraries, APIs, programming tools, documentation and interfaces needed by developers in order to develop suitable eu-DOMAIN applications and services. Common tools include debugging aids and other utilities. SDKs also frequently include sample code and supporting technical notes or other supporting documentation to help clarify points from the primary reference material.

Regarding the exploitation of the SDK some issues should be taken into account. Many SDKs are provided for free to encourage developers to use the system or language. Sometimes this is used as a marketing tool. For example, eu-DOMAIN platform might provide the SDK for free to encourage people to use it. In turn, more people will be encouraged to buy more of their widgets since they can program them for free. Another way of seeing it is that the platform itself is sent and thus the SDK comes with the platform to allow the developers defined and create their own eu-DOMAIN services.

Another feature to bear in mind is that usually SDKs have attached licenses that make them unsuitable for building software intended to be developed under an incompatible license. For example a proprietary SDK will likely be incompatible with free software development and a GPL licensed SDK will likely be incompatible with proprietary software development. LGPL SDKs are typically safe for proprietary development.

A number of eu-DOMAIN web service components will be developed in the project and aiming at the emerging market for online, reusable, composable services (also known as SaaS – Software as a Service). These components will be made available on an Open Licence basis for free usage. Industrial partners SAG and CNET will incorporate some of the web service components and architecture into their commercial products to be marketed throughout Europe.

#### **4.1.3 eu-DOMAIN consultancy**

New and improved consultancy services originate from all parts of the project's results.

New and improved knowledge on the technical infrastructure architecture, conceptual models and web service components and their methods of interaction can be turned into valuable consulting services for several partners. The expertise can be used to provide general consultancy platform for innovative technologies and new services. The exploitation of these services can take place through national and regional innovation networks and through the industrial partners existing business networks.

The academic partners may use the results for inclusion in and upgrade of their research and educational programmes and for improving research collaborations with companies.

Finally, the work on business modelling has provided valuable insight into the value creation process in e-Business environments and the experiences has already turned into concrete consultancy offerings for other user domains.

INNOVA and T-CON will promote technology innovation services and the use of new technologies to make R&D efforts more cost-effective, in particular in the mobile service industry. IN-JeT and INNOVA are offering value modelling consultancy services based on the approach used in eu-DOMAIN.

UAAR and FORTH will exploit the project results through their academic programmes as well as in collaboration projects with industry.

## 5. Technology watch

This section comprises a draft version of the Technology watch report. It will be updated in the final version of the D9.6 Exploitation plan with the results obtained in WP8 and documented in the D8.4 Take-up guideline and technology watch report

The core, interesting technology areas of eu-DOMAIN lie at the intersection of Ambient Intelligence (AmI) and Service-Oriented Architectures (SOA). Here we review AmI and SOA briefly and point to trends in these technologies.

### 5.1 Ambient Intelligence

Ambient Intelligence (AmI) is an emerging paradigm for user-centred computing and interaction in which ubiquitous computing, natural interaction, and “intelligence” are combined. Ubiquitous computing is concerned with systems in which computing permeates all aspects of human life and work, is available anytime and anywhere, and disappears into the background of human activities. Natural interaction is concerned with providing easy and meaningful interaction with such systems. Finally, “intelligence” in this context refers to systems having social interaction with people. Examples of social interaction include context awareness and systems learning from the interaction of its users.

### 5.2 Service-Oriented Architectures (SOA)

SOA is a feasible approach to build integrated computing environments such as NOMADS (Network of Mobile, Adaptive and Dependable Services). SOA may also be thought of as a novel way to structure computing, not just a new mean of integration for existing applications. In a world of ambient intelligence, services typically reside on small, embedded devices that feature certain communication capabilities and are spread to cover wide areas with the services offered.

The hardware requirements and communication paradigms of a middleware framework define a certain range of platforms. They should be capable of running a component framework, or its version for embedded devices, e.g., J2ME, .NET Compact Framework. They should also have standard-based extensibility that allows the usage of different wireless communication modules, e.g., Bluetooth, WLAN, Radio, based on cost analysis and quality of service requirements.

A main future challenge in the combination of SOA and AmI is the design of a SoA architecture so that services of each device can share functionalities easily and openly and be able to be accessed by different client entities. It will be possible thanks to the maturity of the standards that support this architecture, SOAP, WSDL, BPEL. These allow the use of standard information, cooperation among applications and a model of integration processes.

To realize open architectures supporting the integration of SOA and AmI, the Semantic Web and Semantic Web Services (e.g., OWL-S) are key technologies. The Semantic Web (Figure 3) provides a universally accessible platform that allows data to be shared and processed by automated tools, and by providing the machine-understandable semantics of data and information that will enable automatic information processing and exchange.

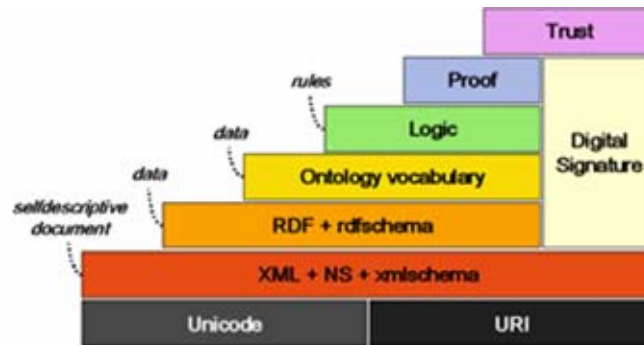


Figure 3 The Semantic Web Layers

### 5.3 eu-DOMAIN Aml and SOA

The eu-DOMAIN architecture is a hierarchical Aml/SOA architecture with devices, gateways, servers, and services providing layers. Many Aml scenarios may be mapped to this architecture, in particular if Internet connectivity of devices is feasible. Furthermore, eu-DOMAIN features SOA technology (in form of web services) extensively in connecting gateways and servers, in connecting managers within servers, and in connecting servers to external web services. In doing so it leverages relevant existing specifications and standards such as WS-I, WS-Security, and SAML.

### 5.4 Future and Emerging Technologies

A central issue in Aml is the administration of Aml systems. The eu-DOMAIN architecture goes a long way in its hierarchical design in enabling a layered, managed approach to administration. In large, heterogeneous and distributed networks' self-management is, however, beneficial and also a challenge. IBM's *autonomic computing* initiative aims at handling this for information systems and supporting hardware, operating systems, and middleware. There is however a need for and a move towards providing autonomic computing for embedded devices in general and for Aml systems in particular.

Further, to handle the complexity of actually designing and building these systems, *Model-Driven Architecture (MDA)* approaches will play a role. The core standards of the MDA (UML, MOF, XMI, CWM) form the basis for building coherent schemes for authoring, publishing, and managing models within a model-driven architecture. There is also a highly complementary trend currently building within the industry toward the realization of these MDA standards in the Java platform (i.e. standard mappings of platform-independent models to platform-dependent models, where the platform-dependent model is the Java platform).

*Grid computing* aims at sharing computing and information resources in a standard way. Most commonly, Grids solve massive computation or information problems such as protein folding or weather forecasting by dividing them into manageable parts by making use of available resources in the Grid. This has implications, among others, when scaling the eu-DOMAIN infrastructure.

## 6. Industry analysis

### 6.1 The industrial service sector

As we discussed in detail in the deliverable D2.5 Societal issues (annex), the term "Industrial Services" lacks a clear definition and there is a great deal of overlap with "Facility Management". For the purpose of maintaining a strict and rigorous methodology, we established a clear definition and a business framework for both of these terms in D6.1 Proposed business models and business cases. We will continue to use this definition in the present deliverable.

Hence, we use the term "Industrial Services" to identify the business activities related to the maintenance and upkeep of specific technical installations and production equipment in a wide variety of industries including in some instances also installations in private homes<sup>1</sup>. The business activities are aiming at absorbing outsourced tasks relating to the whole lifecycle from installation and commissioning over maintenance to end-of-life retirement and replacements of components and complete installations, as well as new value added services such as remote monitoring and compliance services.

#### 6.1.1 Market structure

##### Customer needs

The main stakeholders in the Industrial Services Business are:

- Component manufacturers
- System integrators
- Customers

*Component manufacturers* refer to companies that produce products and major components of products selling them to customers as new. Moreover, it can also happen that these companies acquire a product/component and then they incorporate it into a new product with their brand name or they proceed to modify or bundle it before distributing it to their customers.

Many European component manufacturers are operating in stagnating markets where the growth is limited: thus, they are forced to find new ways to enrich their offer. This means to bundle products with new services, to emphasize reliability, performances and customer satisfaction.

*System integrators* are value-added engineering organisations that focus on industrial control and information systems, manufacturing systems and plant automation systems. A system integrator is a contract-engineering firm that can supply the time, talent and technology required to integrate the disparate components of an industrial automation system with a facility's production equipment.

Control and Information System Integrators Association estimates that, worldwide, some 2,200 integrators fit its definition, but surely the total number that match the broader definition is much higher.

The following list divides the system integrator into several broad categories and describes some general characteristics of each:

- Application engineers work for vendors or distributors and generally concentrate on applying the vendor's equipment to a client's project. Some application engineering departments will offer design and implementation services as well; others will provide little more than technical advice. A few will even work with products from competing vendors if the client so desires.
- Consulting activities focus on providing consulting and design services in specific technical disciplines such as civil, mechanical, electrical, and automation engineering. Larger consulting firms may also assume ultimate responsibility for completing the entire project. Individual consultants and smaller consulting firms generally do not.

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<sup>1</sup> <http://www.fabricom-gti.com>

- Independent system integrators work on every aspect of an automation project other than actually manufacturing the control equipment. They design and implement the control system required by an overall plant design. They may perform all of these functions themselves or subcontract pieces of a project to specialists such as panel shops and software houses. A system integrator generally assumes ultimate responsibility for completing the entire project from initial consultation through final checkout. Truly independent integrators do so without favouring any particular vendor's products.
- Value added resellers (VARs) buy products from a vendor, add something of value and resell the complete package to the end-user. The value they add may be other compatible products or services such as software configuration, troubleshooting, or complete system integration. VARs generally focus on a particular vendor's products or a particular industry's applications. Value added distributors (VADs) also maintain product inventories and provide technical advice.

Beside their functions, it is worth mentioning that today's market and the availability of new ICT solutions impose a dramatic enrichment of their capability. First of all, the expectation among facility owners and managers is that control systems can be integrated and provide a high level of "building intelligence." This concept speaks to managing facilities as assets transforming building data into knowledge and using that to make intelligent business decisions in real time. The driver of building intelligence and many other major trends is economic pressure to increase efficiency and productivity continuously and to do more with less. In addition to this, facility management agreements are more and more based on incentives about savings: this implies that facility managers strive to find opportunities for savings in order to share them with the end users.

Moreover, according to LONmark, what most facility managers want today is plug-and-play interoperability. In fact, the concept of interoperability for facility executives can be traced back to three elements:

- Harmonic coexistence: in this case, what a facility executive wants for his buildings are products from different manufacturers that operate independently without interfering with each other
- Inter-changeability: in this definition of interoperability, all chillers operate so identically, for example, that only the nameplate distinguishes one from another
- Integration that allows for individuality: most facility executives, however, want interoperability somewhere between these two extremes. They want plug-and-play interoperability. They want products that can be integrated easily without using custom hardware or software. But they also want to leave room for supplier differences within product lines.

### 6.1.2 Market trends

Traditionally, capital goods industries founded their strategies on products, while they are now increasingly considering service business as an opportunity for growth.

Moreover, as the competition will drive prices down across the entire product and service life cycle management, product companies will only be able to maintain their profitability by:

- Enhancing customer retention through higher integration with service customers
- Increasing service buying frequency among existing customers
- Offering new service products to existing customers
- Clearly focusing on creating economic benefits for service customers
- Becoming a leader in innovation for technology as well as in creating value for customers.

This means that successful component manufacturers will have to make long-term service contracts more attractive to their customers by offering individually designed service solution bundles, which could be based on the model of risk and gain sharing and, additionally, the speed of successful new technology development and its application to products or solutions is one of the key success factors today, and it will become more critical still in the future.

### 6.1.3 Market economies

Industrial Services are closely related to manufacturer's products and no separate market analyses exist for these services. However, several estimates show that the European Industrial Service market could be as high as 3-4% of the total industrial market and could be as much as €60-70 billions annually.

Studies show that the industrial services market offers considerable growth and profit opportunities across many industries with an estimated annual growth rate of services (2000-2005) from 5-10%. Moreover, service margins could be as high as 15-20%, exceeding the average margins in the product business by a factor of 4 to 5.

### 6.1.4 Legal and regulatory aspects

Legal and regulatory issues concerning marketing and delivery of Industrial Services are not very different from the issues relating to marketing and delivery of traditional products. However, in Industrial Services delivered as e-Business services there are some important issues related to privacy, legal interception, ownership of location data and access to content that should be of concern to service providers, network operators, equipment manufacturers and of customers and users. The application of performance monitoring and work surveillance measures is regulated in the EU Directive on Data Protection (Directive 95/46/EC). These, and other political, ethical, economic and sustainability issues are dealt with in the main deliverable D2.5 Societal user requirements specifications.

Security and privacy issues are focused on maintaining operational availability, integrity and confidentiality in the day-to-day operations of the organisation. The ISO-17799 and related standards sets out guidelines for the security polices to be adopted for organisations. The effects on the eu-DOMAIN security policy framework are discussed in the annex to deliverable D2.4 Trust and security user requirements specifications.

## 6.2 The Facility Management sector

Facility Management<sup>2</sup> as "an integrated process to support and improve the effectiveness of the primary activities of an organization by the management and delivery of agreed support services for the appropriate environment that is needed to achieve its changing objectives", where primary activities are "activities that constitute the distinctive and indispensable competence of an organization in its value chain". Facility Management is thus a profession that encompasses multiple disciplines to ensure functionality of the built environment by integrating people, place, process and technology.

It is increasingly common for companies to outsource a larger part of their non-core business activities as a means of encouraging greater business flexibility. The flexibility derives from the ability to shift core resources with greater ease. Outsourcing targets are no longer confined to cleaning and catering but involve complete process facilities such as water purification plants, cold stores, logistics and many other areas that previously were accepted as "core-activities". Facility Management is not confined to business-oriented activities such as manufacturing. Public services (water supplies, emergencies, buildings, sports arenas, etc.) are typical targets for Facility Management.

In the eu-DOMAIN context we use the term "Facility Management" to also include the business activities related to "Operations Management" and "Total Management" including process equipment, installations, buildings, infrastructures, services and all other material activities needed to fulfil a specific business or technical goal.

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<sup>2</sup> prEN 15221:2005 Facility Management - Terms and definitions



## 6.2.1 Market structure

### Customer needs

Facility Management can be re-conducted to two main types of demand: 1) related to Space & Infrastructure and 2) related to the People & Organisation. Traditionally Facility management is closely related to buildings and the preventive and remedial upkeep of building components (HVAC, electrical, plumbing, elevators, carpentry and painting), sometimes excluding janitorial and grounds maintenance.

Facility Management was initially very much focused on non-strategic areas as property management and property maintenance. Today, the Facility Management sector is a large and complex industry, comprising a mix of in-house departments, specialist contractors, large multi-service companies and consortia delivering the full range of design, build, finance and management. As the actors become more and more experienced and knowledgeable, the expansion into Operational Management and Total Management including the management of an increasingly broad range of tangible assets, support services and people skills is progressing.

Facility Management is a vital strategic discipline because it translates the high-level, strategic change required by senior decision makers into day-to-day reality for people in their work or living space. The business activities are aiming at absorbing all task related to the management of the business process including technical, work process, human resource, legal, ethical, health and safety and social issues. It is thus the job of the Facility Manager to create an environment that:

- encourages productivity
- is safe
- is pleasing to clients and customers
- meets government mandates
- is efficient.

In the following we will address a number of Facility Management sectors:

### Property Management

Property (facility) managers have extensive responsibilities for providing, maintaining and developing services related to maintenance of all sorts of professional properties.

Running and managing a property requires time, overview and control. Often, time and resources are wasted because tasks are delegated to a range of different suppliers and partners, who rarely have the complete overview, nor think in terms of coordination and rationalisation of tasks. Property Management companies offer of a long list of services that contribute to optimising the value of a company's property service budget. The offers range from property strategy, space management and communications infrastructure to building maintenance, administration and contract management.

Property Management services are increasingly being combined in various ways as selected services or as a complete solution focused on resource optimisation, efficiency and systematic planning. Facility management companies must employ a diverse pool of highly skilled employees within a variety of service areas, as well as maintaining an extensive network of subcontractors in order to manage and deliver the type of service solution that their customers need. One of the largest European Facility Management companies, ISS Property Services, provides the following property services, either as stand-alone services or as complete property services.

#### Systematic Maintenance

- Building inspection
- Maintenance tasks
- Craftsmen
- Technical installations
- Daily ad-hoc tasks
- Rebuilding

#### Building Maintenance

- Janitor services
- Staircase cleaning
- Repairs

#### HVAC

- Ventilation system maintenance
- Air pollution prevention
- Minimisation of sick days

#### Landscaping

- Construction and maintenance
- Parking space management
- External cleaning

#### Pest Control

- Extermination
- Pest control systems and surveillance
- Risk analysis

**Asset Management**

Some customers request guarantees for smooth operation according to established Key Performance Indices for the entire life cycle of their installations. Traditional methods of maintenance such as Life Cycle Costing, Total Productive Maintenance and Reliability Centred Maintenance have shown to be less adequate and the maintenance problem needs to be seen in a wider context. This leads to the so-called Asset Management, an integrated management approach with various methods to manage the industrial assets by creating an added value for the industrial goods during their life cycle. Asset Management allows the customer to get more out of the optimum combination of tools and methods that are often used separately in industry.

**Enterprise Asset Management**

Traditionally Asset Management has been restricted to managing only the life cycle cost of assets. New concepts such as *Enterprise Asset Management* (EAM) services<sup>3</sup> focus on integrating people, technology and processes in industries to increase asset reliability, asset utilization and service reliability using information technology and is thus a prime target for integration using the eu-DOMAIN platform. A combination of functionalities through eu-DOMAIN and EAM enables a holistic approach in providing business solutions with an asset-centric focus through the integration of engineering, operations, procurement and service segments across the enterprise value stream.

Enterprise Asset Management solutions are increasingly integrated with *Collaborative Support Solutions* (CSS). These include ASP hosting for remote delivery of EAM functions, such as e-procurement for electronic purchasing and *Asset Information & Performance Management* (AIPM) for decision support. AIPM is an important CSS component for measuring and analyzing asset management performance, and for accessing and managing comprehensive and accurate asset information. AIPM is a relatively new market with strong growth potential, which is a direct result of a maturing EAM market where services have become the main focus in delivering *Collaborative Asset Lifecycle Management* (CALM). CALM is a comprehensive vision for capital asset management that addresses all classes of capital assets, all lifecycle stages and all stakeholder needs.

**End-of-Life Asset Management and Recycle Services**

Many service partners also provide full service for equipment clean-up, inventory, packaging and shipping to perspective parties at the end-of-life for equipment and installations.

Services provided range from multi-site equipment collection, reconditioning and re-sale of used equipment to environmental clean disposal through accredited recyclers.

**Total and Operational Management**

Total and Operational Management deals with more issues and parameters than any Facility Management scheme has ever seen before. Obtaining an asset or creating a technology is usually easier than knowing how to operate it efficiently, or at least how to do it better than the competitors. Total and Operational Management issues are the most complex, require huge expenditures, are the toughest to manage and are often simply the deciding factor between profit and loss. Successful firms have the ability to react to changing business patterns and services usages and are able to match the services requirements of their operations as the technologies, economic factors, demand trends and conditions change.

Effective Operational Management, combining resources and activities, is seen as a key success factor in many organisations. On a day-to day level, effective facilities management provides a safe and efficient working and manufacturing environment, which is essential to the performance of any business – whatever its size and scope, and the management must have answers to the extremely challenging question of who should do what and how they should do it.

Operational Management in industrial sectors include management of lifecycle services for every function of a business, across all phases of the business system and the equipment lifecycle.

Especially process industries are in a state of flux with dramatic changes occurring. To help companies stay abreast of these changes, actors need to address key issues like:

- How will outsourcing impact traditional operational and maintenance functions?

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<sup>3</sup> [www.tcs.com/eis/ServiceLines/EAM.aspx](http://www.tcs.com/eis/ServiceLines/EAM.aspx)

- What industries and segments of the market will lead the way in outsourcing?
- How do we outsource operational and maintenance functions?
- How are new technologies reshaping our business process and associated services?
- Which costs saving concepts are evolving for operating companies in the process industries?

The table below shows industries and market segments with strong potential for Total and Operational Management solutions:

Potential industries and markets for eu-DOMAIN and Total and Operational Management Services solutions	
<i>Energy, Utilities &amp; Natural Resources:</i> Oil & Gas Industry Refining & Petrochemical Industry Chemical Industry Water & Wastewater Power Industry	<i>Manufacturing:</i> Pharmaceutical Industry Food & Beverage Industry Metals Industry Pulp & Paper Industry Textiles & Apparel Industry
<i>Professional Services:</i> Engineering & Construction Services Operations Services Decommission Services Consulting Services Service Providers	

Table 3 Total and Operational Management users across industries

### 6.2.2 Market trends

Public/private partnerships are seen as being an important trend for Facility Managers in the coming years. In other major metropolitan areas large facilities, such as football, baseball and basketball facilities are public/private partnerships with a portion of funding from the private sector and a portion of funding from the public sector. Increasingly, cash-strapped local governments seek more resources for their facilities by creating partnerships with private companies.

Experts also see terrorism and security related issues as an important area of concern extending at least through 2010. Europe and Asia have unfortunately had to deal with issues of terrorism for a long time and incidents of terrorism have been frequent. European Facility Managers have thus developed both strategic as well as hands on tactical knowledge of how security challenges are handled at the facility level.

One theme that emerges repeatedly among Facility Managers is the move from “property management” to “infrastructure management”. Several studies of commercial and public buildings indicates that only about half of all the problems encountered is due to building problems with the balance being due to equipment, control and system problems. The benefits to facilities and to Facility Managers who grasp the potential of the intelligent building technology are thus potentially enormous. Facility managers are now embracing for “transformational technologies” that completely reshape their markets such as the convergence of technologies that make building intelligence possible.

### 6.2.3 Market economies

Key points in the historic development of Facility Management include widespread needs for cost-cutting initiatives in the 1970s and 1980s under which organisations began to outsource non-core services. This quickly led to integration of the planning and management of a wide range of services both “hard” (e.g. building infrastructures) and “soft” (e.g. catering, cleaning, security, mailroom, and health & safety) to achieve better quality and economies of scale.

In recent years, a heightened awareness of the FM sector has been evident, driven by a number of factors including:

- Interest in outsourcing as a management topic
- Heavy media coverage of PFI/PPP initiatives
- Increasing attention being paid to the sector by the financial community.

Many sources, such as Outsourcing Institute, European Facility Management Found, International Facility Management Association (IFMA), Centro Ricerche Economiche Sociali di Mercato per l'Edilizia e il Territorio (CRESME), point out that the world's largest market for Facility Management is the USA, which exhibited a turnover of €448 billions in 2003. The European market is the second largest in the world with an estimated value of €343 billions in 2003 or 5 times the core Industrial Services market estimated above. The three main European markets for outsourced services were the United Kingdom, Germany and Italy. Within the European outsourcing market the amount rate specifically related to Facility Management is about 16 billions euros, with a perspective of an increment up to 20 billions euros in 2006.

#### 6.2.4 Legal and regulatory aspects

Legal and regulatory issues concerning Facility Management can be very complicated indeed. As service providers are offering to take over larger and larger portions of the business processes, they also assume larger and larger liabilities. A strong contractual framework for the business relationship between supplier and customer is thus essential for the successful outcome of the venture. This contractual relationship typically takes the form of a Service Level Agreement.

The inclusion of eBusiness services also introduce new important issues related to privacy, legal interception, ownership of location data and access to content that should of concern to service providers, network operators, equipment manufacturers and of customers and users. The ISO-17799 and related standards sets out guidelines for the security polices to be adopted for organisations. The effects on the eu-DOMAIN security policy framework are discussed in the annex to deliverable D2.4 Trust and security user requirements specifications.

Also e-Business services are beginning to see extensive national regulation, such as anti-spam provisions, data security and privacy laws including general surveillance practice in different countries as well as implication from the proliferation of electronic commerce on the traditional regulatory framework for trade and commerce.

### 6.3 The building automation sector

The generally accepted definition of intelligent building technologies are "...integrated technological building systems, communications and controls to create a building and its infrastructure which provides the owner, operator and occupant with an environment which is flexible, effective, comfortable and secure".

#### 6.3.1 Market structure

##### Customer needs

Today's market and the availability of new ICT solutions impose a dramatic enrichment of the capability of intelligent buildings.

Fist of all, a new expectation among facility owners and managers is that all control systems can be integrated to provide a high level of "building intelligence." This concept speaks to managing facilities as assets transforming building data into knowledge and using that to make intelligent business decisions in real time. The driver of building intelligence and many other major trends is economic pressure to increase efficiency and productivity continuously and to do more with less. In addition to this, Facility Management agreements are more and more based on incentives about savings: this implies that Facility Managers strive for find opportunities for savings in order to share them with the end users.

Moreover, according to LONmark, what most Facility Managers want today is plug-and-play interoperability. In fact, the concept of interoperability for facility executives can be traced back to three elements:

- Harmonic coexistence: in this case, what a facility executive wants for his buildings are products from different manufacturers that operate independently without interfering with each other

- Inter-changeability: in this definition of interoperability, all chillers operate so identically, for example, that only the nameplate distinguishes one from another
- Integration that allows for individuality: most facility executives, however, want interoperability somewhere between these two extremes. They want plug-and-play interoperability. They want products that can be integrated easily without using custom hardware or software. But they also want to leave room for supplier differences within product lines.

### 6.3.2 Market trends

Facility managers are pushing building automation systems vendors to transform today's closed technologies into Web-enabled applications running over industry-standard IP networks. Facility managers are driving building automation systems by demanding more-open systems. The open architecture approach means widespread acceptance and sharing of hardware and software designs, standards and protocols and is seen as being critical to the successful spread of intelligent building technology. It will lead to a greater interoperability of various systems.

The price of energy is a driver of steep increase in intelligent building installations. As the world is experiencing a peak in oil production and a continuing rise in the need for energy, the trend to enable the rise of the true "smart building" is becoming more and more obvious. Experts seem to feel the time is finally "right" for the rise of the intelligent building<sup>4</sup>. In a scenario in which energy costs are increasing, a greater utilisation of building automation systems to manage costs and utilisation is expected, but efforts to improve indoor air quality are also an integral part of many intelligent building initiatives.

Another area of significant resource expenditure has been in the addition of wireless networks (WiFi). A survey conducted by the Wireless LAN Association and NOP World Technology showed that the average payback for a wireless installation is about nine months. The survey also concluded that the average wireless user is 22% more productive than his or her wired counterparts. Productivity benefits are quantified at 48% of the total return on investment of a wireless network.

## 6.4 A common business framework for the industrial sector

An appropriate business model was developed based on the industrial market segment comprising customers, owners and users in deliverable D6.1 Proposed Business models and cases. We suggest applying variants of this business model as part of the individual exploitation plans for each consortium partner.

The business model was based on an accurate identification of value objects, value offerings and value exchanges. The first value object consists of remote access to installations and facilities. This value offering is requested by industrial customers, facility managers, the building owner and tenants because it provides up to date information about the status of installed assets, early warning of malfunctions and specific information on consumptions and other operational parameters. It will also facilitate compliance monitoring and storing information as documentation.

The same value object may be requested internally in the Domain Service Providers organisation. In this respect, eu-DOMAIN platform allows key technical support personnel to remotely diagnose and support field service workers directly from the manufacturer's technical facilities, without having to make visits to customers' sites.

Finally, the remote accessibility provides for remote or automatic meter reading capabilities, a new commodity (or value object) which may be requested by various external companies. Offering this information against a fee provides new influx of money into the business system.

The underlying service platform providing the remote accessibility is provided by the eu-DOMAIN Service Provider, who receives compensation in the form of subscription and transaction fees.

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<sup>4</sup> The International Facility Management Association (IFMA): Current Trends and Future Outlook for Facility Management, March 2005

## 6.5 The healthcare sector

The healthcare sectors in EU Member States are tremendously complicated in terms of how healthcare services are delivered and financed. The structures of European healthcare systems are diverse and it is therefore necessary to be aware of fundamental differences in order to be able to commercially exploit eu-DOMAIN successfully across Europe. Therefore, the healthcare systems of eight chosen EU member States (UK, Denmark, Sweden, France, Germany, Italy, Spain and Greece) were analysed in the annex to the deliverable D2.5 Societal user requirements specifications, which the present deliverable draws upon. This deliverable also draws upon the findings in the deliverable D6.1 Proposed business models and cases. The structure of the healthcare system in the individual markets is extremely important for the exploitation vehicle to be chosen by the partners. We are thus providing a comprehensive description of the European healthcare markets in this chapter.

### 6.5.1 Market structure

The European healthcare sector is dominated by public provisioning and funding of healthcare services. The central governments are responsible for national legislation and policies on healthcare. National budgets for healthcare are generally set at central level based on both historical data and negotiation with healthcare providers. In most EU Member States, the healthcare system is decentralised (in Greece and France the systems are more centralised) with varying degrees of regional control and management of the allocated financial resources, as well as control of how to best meet national guidelines and standards (including public demands and requirements) on healthcare services.

In the UK, Denmark, Sweden, Italy and Spain the healthcare system is tax-based, i.e. the funding of the healthcare sector is based on revenue from general national taxation. Healthcare services are provided free of charge by the public sector; however, Sweden and Italy have some limited user-charges for public primary healthcare service, such as a small fixed fee for visits to a GP. The private healthcare sector in these countries is thus minimal.

In France and Germany the healthcare system is based on statutory social health insurance funds, i.e. the funding of the public healthcare sector is based on non-risk related contributions to the statutory insurance schemes which provide public healthcare services. The private healthcare sector is more extensive and sources of finances more diverse. In Greece, the healthcare system is based on a mix between a tax-based system and a statutory insurance system. Greece has the most privatised healthcare system Europe with an almost equal divide between public and private sources financing the healthcare system.

Healthcare expenditure as a proportion of the national GDP has increased in all Member States in recent years. The average percentage of national GDP expenditure on health for the eight EU Member States analysed here increased from 8.5% in 1998 to 9% in 2002 (see Figure 2)<sup>5</sup>. It should be noted, however, that these statistics do not give us any precise information as to why the expenditure has increased. We may therefore question whether the rise in health expenditure has meant better high quality and more comprehensive healthcare services and whether the rise has been accompanied by a sufficient cost-efficient use of resources.

For example, in Germany and France, which have the highest percentage of health expenditure of the GDP, cost-containment and cost-efficiency have been important issues in recent years. In France, financial sustainability has been a central issue for the healthcare system since 1970s. The French healthcare system's organisational structure makes it difficult to control expenditure and, although relatively high levels of expenditure on health have resulted in patient satisfaction and good health outcomes, cost containment remains a permanent policy goal.

Figure 4 illustrates the development from 1998 to 2002 of total expenditure on health as percentage of gross domestic product (GDP).

<sup>5</sup> World Health Statistics 2005 ([http://www.who.int/whr/2005/annex/annexe5\\_en.pdf](http://www.who.int/whr/2005/annex/annexe5_en.pdf)). It should be noted that these figures are not necessarily the official figures from Member States, which may use alternative rigorous methods.

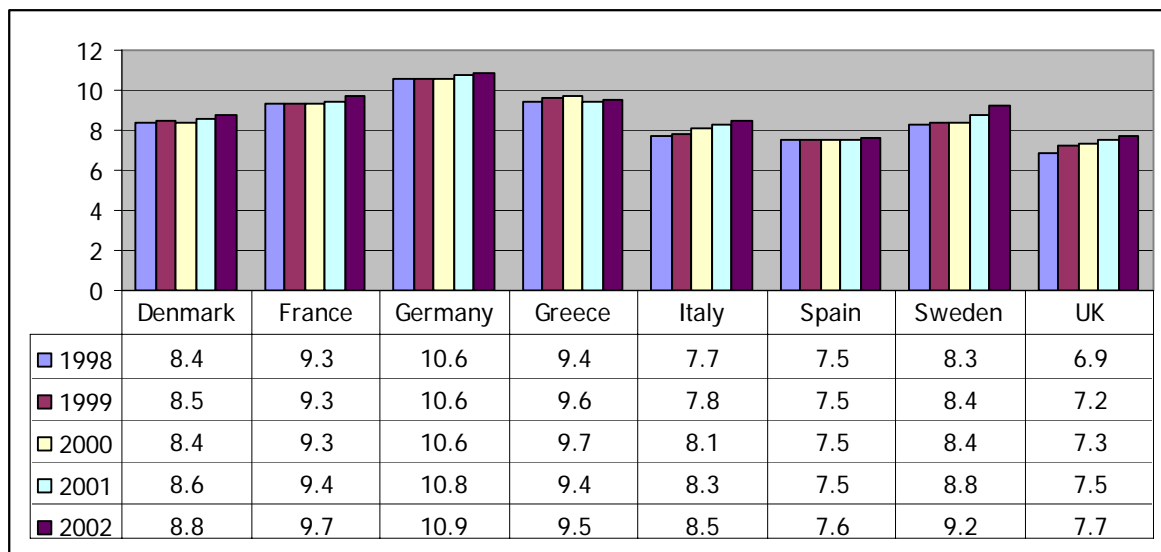


Figure 4 Total expenditure on health as % of gross domestic product. Source: World Health Organisation

As Figure 4 shows, France and Germany have the highest level of expenditure on health as percentage of the GDP, while Spain and the UK have the lowest with still less than 8% in 2002. In contrast to Spain however, there has been a significant increase of the total expenditure in the UK since 1998. In Sweden, total expenditure of GDP was 8.3% in 1998 compared to 9.2% in 2002, thus accounting for an increase of 0.9 % which is the highest increase among Member States. On the other spectra, we find Spain where total expenditure in 1998 was 7.5% compared to 7.6% in 2002, which is the lowest increase among Member States of only 0.1%.

Figure 5 illustrate the total general government expenditure on healthcare.

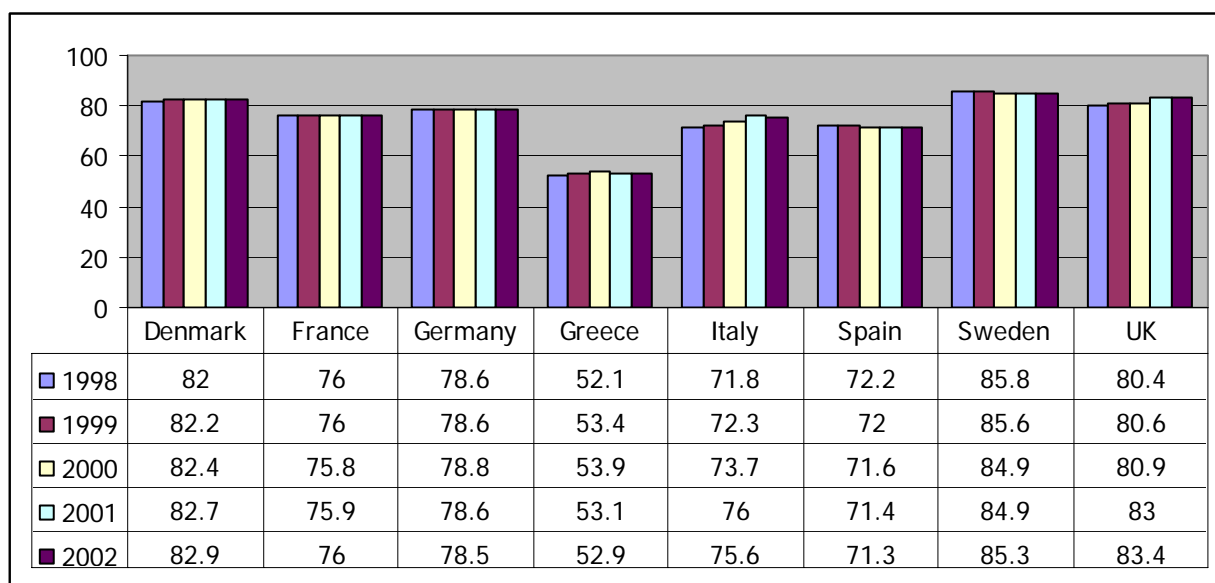


Figure 5 General government expenditure on health as % of total expenditure on health Source: World Health Organisation.

The average general government expenditure on health as percentage of total expenditure on health among the EU Member States was 74.9% in 1998 compared to 75.7% in 2002, i.e. a small overall increase of 0.8%. Accordingly, the average private expenditure on health as percentage of total expenditure on health has decreased from 25.1% in 1998 to 24.3% in 2002, also an overall decrease of 0.8%. Sweden, Denmark and the UK have the highest general government expenditure while Greece has the lowest.

Figure 6 illustrate the total private expenditure on healthcare.

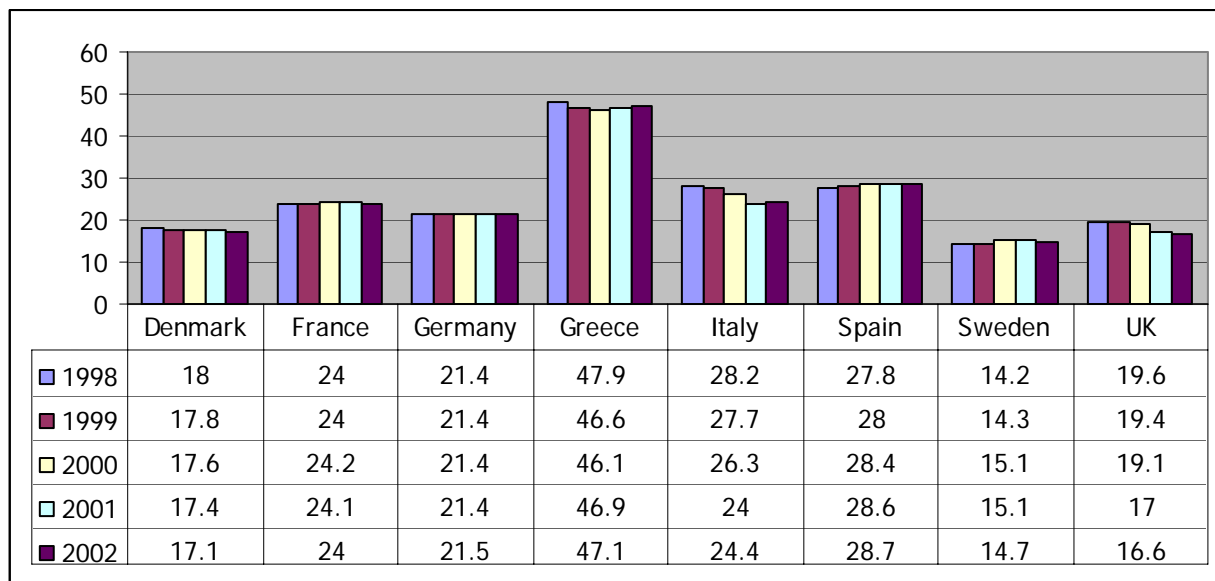


Figure 6 Private expenditure on health as % of total expenditure on health Source: World Health Organisation.

As the figures have shown, Italy and UK have had the largest change in general government and private expenditure on health from 1998 to 2002: Italy had an increase/decrease of 3.8% and the UK had an increase/decrease of 3%. Private expenditure mainly accounts for out-of-pocket payments for medical products, dentistry and voluntary health insurance. Of the EU MemberStates analysed, Greece has the most privatised healthcare sector.

**Healthcare providers**

The tax-based healthcare systems in Europe offer mainly publicly provided and managed healthcare services. Public bodies often act as both providers and commissioners (purchasers) of health services. In general, there is a very limited number of private healthcare providers who provide healthcare services directly to the patient on a fee-for-service basis. In the Scandinavian countries, national legislation, coupled with a comprehensive public healthcare sector and general consensus, places general restrictions on a specific development of a private healthcare sector. Generally, only specialists have private practices but their services are usually covered by the national health services when patients have been referred to specialist treatment by their GP.

Statutory insurance contribution-based healthcare systems in Europe have a greater mixture of public and private providers of both primary and secondary healthcare services. The statutory health insurance schemes mainly act as purchasers of healthcare services from both public and private providers, albeit they may provide some healthcare services as well (as in Greece). The statutory social health insurance schemes are responsible for providing public healthcare services and are the major source of financing healthcare. In France, statutory health insurance funds approximately three quarters of total health expenditure, while in Germany statutory health insurance funded approximately 57% in 2002, with other statutory insurance funds contributing 10%. Overall, public funding accounted for approximately three quarters of health expenditure in Germany in 2002.

Hospital care is generally delivered by a mixture of public and private providers. The number of private hospitals, and the percentage of total hospital beds which private hospitals cover, is still relatively low. In addition, there exist a number of non-profit hospitals which supplement public and private hospitals.

Table 4 below presents an overview of the main characteristics of the healthcare systems in the selected EU Member States.



	UK	Denmark	Sweden	Germany	France	Italy	Spain	Greece
<b>Healthcare system</b>	Tax-based	Tax-based	Tax-based	Statutory social health insurance-based	Statutory social health insurance-based	Tax-based	Tax-based	Tax and statutory social health insurance-based
<b>Main commissioning body</b>	Primary Care Trusts	Counties/Regions	County councils	Sickness funds	Statutory insurance funds	Regions/NHS	Autonomous communities/ regions	NHS and statutory insurance funds
<b>Primary care provider</b>	Self-employed GPs and NHS walk-in clinics	Self-employed GPs and municipal health services	Self-employed GPs, local health centres, hospital out-patient departments and private local clinics	Sickness fund contracted GPs and private specialists	Self-employed GPs and local health centres	Independent GPs contracted to NHS	Publicly employed GPs	Primary care centres and hospital outpatient centres, GPs employed by insurance funds
<b>Secondary and tertiary care provider</b>	Mainly public hospitals	Mainly public owned and run by counties/regions	Mainly public hospitals	Public hospitals (53%), private non-profit hospitals (39%) and private for-profit hospitals (8%)	Public hospitals (65%), private non-profit hospitals (15%), private for-profit hospitals (20%)	Mainly public hospitals	Mainly public hospitals	Public hospitals (63.5%), private hospitals (28.8%), military hospitals (7%)
<b>Public funding of total expenditure</b>	83%	83%	85.9%	79%	73%	75%	71.4%	52.6%
<b>Public expenditure as % of GDP</b>	6.2%	7.1%	7.4%	8%	7.2%	6.3%	5.4%	5.2%
<b>Private funding as % of GDP</b>	1.4%	1.3%	1.3%	2.8%	2.4%	2.1%	2.1%	4.2%
<b>Homecare delivery</b>	Primary Care Trusts and Social Services	Municipalities	Municipalities	Long-term Care Insurance fund	Self-employed health professionals and specialised home care services	Health districts, local health units, GPs	Primary care teams/INSALUD	Private sector
<b>eHealth initiatives</b>	"Transformational Government – Enabled by Technology 2005"; NHS website: <a href="http://www.nhs.uk">www.nhs.uk</a> and <a href="http://www.nhsdirect.nhs.uk">www.nhsdirect.nhs.uk</a> ; Connecting for Health	" IT Strategy for the Danish Health Care Sector 2003-2007"; establishment of e-Health Portal: <a href="http://www.sundhed.dk">www.sundhed.dk</a>	"An Information Society for All – a Publication about the Swedish IT-policy; establishment of Carelink: <a href="http://www.carelink.se">www.carelink.se</a>	"Information Society Germany 2006"; implementation of 2 <sup>nd</sup> Generation Health Cards	"The Government Action Plan 2004-2007"; Health smart cards implemented; general health information on: <a href="http://www.sante.fr">www.sante.fr</a>	"The Government's Guide for the Development of the Information Society 2002"; establishing an e-health portal; the government portal provide general health information: <a href="http://www.italia.gov.it">www.italia.gov.it</a>	The Ministry of Health and Consumer has its own portal with general health information: <a href="http://www.msc.es">www.msc.es</a> ;	"White paper: Greece in the Information Society – Strategies and Actions 2002": outlines goals, eg. IT systems in hospitals, tele-medicine; health information site: <a href="http://www.iatronet.gr">www.iatronet.gr</a> ; generally few and limited eHealth services; HYGIAnet

Table 4 Overall characteristics of healthcare sector in selected EU Member States

**General healthcare needs and trends in Europe**

Public health is a key priority for the EU Member States and an area which faces serious challenges in the near future. The European population is aging due to the falling birth rate and the increased life expectancy. At the same time, the number of people with chronic conditions associated with old age and/or unhealthy lifestyles is increasing. For example, diabetes, asthma and cardiovascular diseases have become more widespread in Europe. These demographic developments will increase the demand for healthcare services as more people will need long-term healthcare. This fact is also likely to require significant changes to the structure and organisation of existing healthcare and social services in order to meet the demand in an efficient and economically feasible manner.

A major challenge for the EU Member States is how to pay for the increasing costs of healthcare services. The per capita expenditure on healthcare services is much greater for the old than for people at working age. The challenge for Europe is how to pay for the needs of the aging population when the working age population is at the same declining due to a continuous decrease in birth rates. Figure 7 below illustrates the total expenditure (public and private) on health as of per capita US\$ PPP (purchasing power parity). All EU Member States have had an increase between 2001 and 2002. Spain and Greece have the lowest per capita expenditure, while Germany and France have the highest. France, Germany, Greece and Sweden have had the highest increase from 2001 to 2002, approximately 100 US dollars higher than the remaining Member States.

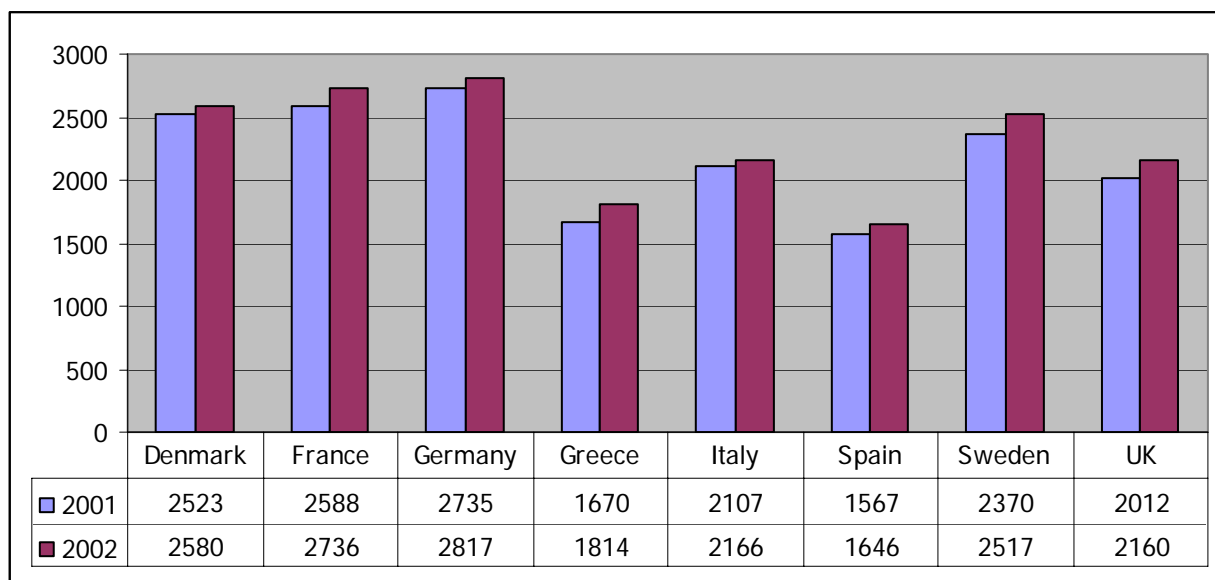


Figure 7 Total expenditure on health per capita US\$ PPP (private and public) Source: OECD Health Data 2004.

There is a noticeable difference in the prevalence of the private healthcare sector across the different EU Member States, as is the use of direct private out-of-pocket payment for certain healthcare services. However, most recent trends point toward a potential development of user-charges for primary care services even in those Member States where such payments have been unthinkable in the past and where the basic cornerstone of the public healthcare system is to provide universal free-of-charge healthcare services to the population. In the UK and Denmark, for instance, there is currently talk about introducing user payment for primary healthcare services, albeit with annual ceilings to set a limit to private spendings. Whether this will be introduced remains to be seen but it may reflect a development towards a more customer-provider relationship between patient and the healthcare system.

The European population has become more knowledgeable about their nation's healthcare system (not least to widely accessible information on the Internet) and they expect high quality healthcare that can meet their individual needs. These public demands are increasingly reflected in EU Member States' structural organisation of the national healthcare system. For example, in Denmark and the

UK the national governments have implemented "waiting time guarantees" which promises hospital treatment within a fixed period of time. This means that the patient is offered treatment at private hospitals or abroad free of charge if treatment at a public hospital is not available within the fixed time period.

Other similar changes are occurring in order to focus healthcare services on the needs of the patient, thus placing the patient in the centre. For example, another trend is the general emphasis on providing for chronically ill and old patients in their own home in response to patients' and their families' wishes. In France, "hospitalisation at home" has been introduced and in the UK some rehabilitation care is being carried out at community level or at home rather than at hospitals as traditionally done. Such developments not only meet the needs and wishes of the patient, in addition, they may also reduce hospital costs significantly.

The development of innovation medical technologies and information and communication technologies can contribute significantly to improve the delivery of healthcare services and to overall health status. eHealth plays an important role in the future of healthcare in Europe; eHealth can meet the challenges of healthcare provisioning in the future. It can deliver time efficient and better care within citizen-oriented healthcare systems. The EU Member States have already shown commitment to developing national eHealth strategies which will improve the healthcare system and thus benefit both healthcare professionals and patients.

#### **Homecare in Europe**

All EU countries are confronted with increasing demand for home care; the main reasons are the aging population, the smaller family size, the increased female participation in the labour market and the continuous attempts to control health care expenditures. There are differences among the countries in definition and the development of home care services. In countries such as Denmark, the Netherlands, Belgium, Finland, Ireland, Sweden and U.K. home nursing and home help services are fairly developed compared to Austria, Greece, Italy and Spain.

In general, there is also a trend in the UK, Denmark, Sweden, France and Germany towards moving some healthcare services traditionally provided by hospitals (e.g. rehabilitation and monitoring) to the local health clinics and/or into the patient's home. Such developments depend to a great extent on the implementation of eHealth service and mobile health service such as the services realised by the eu-DOMAIN. In Spain and Greece home-care services are still lagging and face a serious challenge with the overall European demographic development with an aging population requiring care and support in their own home.

#### **eHealth**

The demographic trend across Europe means that life expectancy is increasing every year, thanks to good economical and social conditions and good healthcare services. Extended life expectancy coupled with decreasing birth rates in recent decades will lead to a general ageing of the population in Europe who needs more health care; elderly people need more healthcare than younger people. As the European population grow older, the demand for health care will rise accordingly. Information technologies can be very useful in managing the flows of supply and demand, just as it could be for waiting lists. Electronic "brokerage" of services will link excess supply in one place with excess demand in another, thus, increasing access.

There will be an increase in need for day centres and for smart homes. Telecommunications will be essential in order for those with restricted mobility to keep in touch with essential support services. Responding in an adequate manner to these growing needs presents a number of significant challenges to service provision, which ICT can in significant ways help to meet.

eHealth can deliver significant improvements in access to care, quality of care, and the efficiency and productivity of the health sector and it is a key priority of the European Union's eEurope strategy. The EU Members States have already showed their commitment to promote eHealth strategies and initiatives.<sup>6</sup> By the end of 2005, each Member State is to develop a national or regional roadmap for

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<sup>6</sup> Ministerial Declaration at Ministerial e-Health 2003 Conference  
([http://europa.eu.int/information\\_society/europe/ehealth/conference/2003/index\\_en.htm](http://europa.eu.int/information_society/europe/ehealth/conference/2003/index_en.htm))

eHealth. Each roadmap will address the challenges of providing citizen-centred healthcare services in a context of rising expectations, increased mobility, ageing population and limited budget conditions<sup>7</sup>. There is therefore great potential for the commercial exploitation of eu-DOMAIN because it is precisely capable of meeting these challenges; it is with these challenges in mind that eu-DOMAIN has been designed and developed.

The deliverable D2.5 Societal requirements specification and regulations, and the annex attached to it, outline the main EU eHealth targets and policies as defined in the eEurope Action Plan 2005 and i2010 – European Information Society 2010. The latter (which is a strategic follow-up on the former) has a particular focus on the further development of eHealth strategies and it sets out an interoperability roadmap for greater use of technologies, new services and systems, to create a “European e-Health Area”. The i2010 Action Plan states that ICT can contribute strongly to improvements in the quality of life. ICT are capable of improving the health of our citizens via new ICT enabled medical and welfare services. In light of the demographic challenges facing Europe, ICT can help make public health and welfare systems more efficient and effective<sup>8</sup>.

There should be no doubt of the advantages of eHealth developments and EU Member States are already working towards various eHealth strategies, policies and goals in order to meet the future challenges of healthcare provisioning. Although there are some variations as to the present stage of eHealth developments in the different Member States the incentives are there, and as general IT infrastructure and Internet access continues to improve across Europe the differences between Member States’ eHealth developments should decrease.

It is noteworthy also, that for example in Spain, where the IT infrastructure and general IT skills are somewhat lower compared to other EU Member States, the Internet penetration among physicians is one of the highest in Europe. This indicates that the “working culture” among Spanish physicians is a great potential market for ICTs and the services offered by eu-DOMAIN; they are, despite the relatively poor overall Internet penetration in the country, actively using online services in their professional life, thus demonstrating a demand for improved and more comprehensive ICT services.

Table 5 on the following page provides an overview of available online health services in each of the eight EU Member States analysed in this deliverable. The table is intended to serve as an indicator of each Member State’s developments in eHealth areas, as well as the public use of e-services related to healthcare.

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<sup>7</sup> [http://europa.eu.int/information\\_society/activities/health/policy\\_action\\_plan/working\\_group/national\\_roadmaps/index\\_en.htm](http://europa.eu.int/information_society/activities/health/policy_action_plan/working_group/national_roadmaps/index_en.htm)

<sup>8</sup> [http://europa.eu.int/information\\_society/europe/i2010/docs/communications/com\\_229\\_i2010\\_310505\\_fv\\_en.doc](http://europa.eu.int/information_society/europe/i2010/docs/communications/com_229_i2010_310505_fv_en.doc)

	UK	Denmark	Sweden	Germany	France	Italy	Spain	Greece
<b>General information</b>	Yes: <a href="http://www.nhs.uk">www.nhs.uk</a> <a href="http://www.nhsdirect.nhs.uk">www.nhsdirect.nhs.uk</a>	Yes: <a href="http://www.sundhed.dk">www.sundhed.dk</a> <a href="http://www.netdokter.dk">www.netdokter.dk</a>	Yes; county councils have their own eHealth portals	Yes; regional health portals at <i>Länder</i> level	Yes: <a href="http://www.sante.fr">www.sante.fr</a>	Yes: <a href="http://www.italia.gov.it">www.italia.gov.it</a>  But there are distinct regional differences in quality and level of online information on health issues	Yes, run by the autonomous counties: <a href="http://www.msc.es">www.msc.es</a>	Yes: <a href="http://www.iatronet.gr">www.iatronet.gr</a>
<b>Online consultation</b>	No	Yes	No, but possible to post questions to a doctor via <a href="http://www.infomedica.se">www.infomedica.se</a>	No, Internet-based communication only allowed after face-to-face consultation	No	Not encouraged and very rare	No (not developed)	No
<b>Diagnosis</b>	No	Yes	No	No	No, only between health professionals to confirm a diagnosis	Commercial web sites offer diagnosis online; patients may get second opinion on diagnosis online; online diagnosis generally not encouraged	No	No
<b>Electronic prescription</b>	Is being developed	Yes	Yes	Yes, but are low although demand is high	No	No	No	No
<b>Medicine sale</b>	Non-prescription medicines only	Yes	Non-prescription medicines only; pilot programme running for selling prescription medicine online	Yes	No	Non-prescription medicines only and only available from some pharmacies	Not allowed by law	No
<b>Overall user accessibility</b>	Very good; 70%+ with broadband connection by 2005; average of 500,000 visits per month to NHS Direct	Very good; approx. 47% use Internet for health information (2003)	Very good; 80% have Internet access at work or at home	83% of web users search for health and medicine information (2004)	Low penetration and usage of Internet but is improving quickly	Low public demand for eHealth services	Infrastructure and general IT skills are low	Infra-structure is poorly developed; two thirds of population do not use Internet; only 7.4% have used Internet to search for health related information

Table 5 Overview of main eHealth initiatives in EU Member States

## 6.5.2 Business models

In the healthcare domain, enabling patients with chronic diseases to manage and monitor their condition from home or away, thus avoiding spending hours in the doctor's office for regular check-ups, will not only mean that patients are more mobile and less dependent on their GP or the surgery's opening hours, it will also enable patients to take control of their disease. Studies have shown that when patients are more involved in their own health care, they monitor and manage their chronic disease more efficiently, for example by taking their medicine as required. This is particularly crucial for diabetic patients who must follow a strict diet, monitor their glucose level and take injections. eu-DOMAIN will allow patients to self-manage their disease through the use of home testing devices and two-way remote communication with their GP, nurses and the hospital.

In the PaC Scenario "Patients as Customer", which we use as our starting point for creating sustainable business models, we learn that remote monitoring not only benefits the patient's health condition by the improved monitoring of the disease, thus keeping it in check, but it also makes life with diabetes easier, more mobile and involves relatives in family-oriented assisted care.

In the deliverable D6.1 Proposed business models and cases, we developed a sustainable business model for our user partner Eastern Birmingham PCT (EBPCT), as well as for the eu-DOMAIN Service Provider. In the following, we will use this business model as our reference point for defining the various actors involved in a similar business model for the selected EU Member States: UK, Denmark, Sweden, Germany, France, Spain and Greece. For this purpose, we will draw on the analysis of these member states' healthcare system in the deliverable D2.5 Societal user requirements specification (Annex). Generally, eu-DOMAIN services should be offered to the actors responsible for commissioning (financing) primary and secondary healthcare services.

### UK

In the UK, NHS healthcare is free of charge at the point of use for all residents in the UK. The 303 Primary Care Trusts (PCTs) are responsible for commissioning and providing NHS healthcare services to the residents in their respective geographical area. Both primary care (provided by GPs) and secondary care (provided by hospitals) are commissioned by PCTs.

The budgets for PCTs are historically set and funds allocated by the Department of Health. The healthcare system is predominantly publicly funded through revenues generated by general taxes (national insurance contributions based on income).

The business model will involve the following actors:

- Diabetic patients
- GPs
- Hospitals
- The PCTs
- eu-DOMAIN Service Provider

The PCTs would purchase eu-DOMAIN services directly from the eu-DOMAIN Service Provider. The improved monitoring and care of diabetic patients realised by eu-DOMAIN will allow PCTs to save significantly on commissioning costs to hospitals as the frequency and length of hospital stays for diabetics will be reduced. GPs are paid on basis of a combination of capitation and quality points. PCTs will therefore not be able to reduce the capitation fee per patient. However, GPs themselves will be able to cut down on consultation time as remote consultation of diabetics will be less time consuming. This will mean that GPs' overall cost per consultation will be reduced.

### Denmark

In Denmark, NHS healthcare is free of charge at the point of use. A structural reform is currently underway in Denmark (completed 2007), which will establish five health regions in the country. The health regions will be responsible for commissioning and providing both primary and secondary healthcare services.

The healthcare system will continue to be publicly funded through revenue generated from general taxes and paid to the health regions as a block grant from the state. This block grant is based on objective criteria for the expenditure needs of each health region.

The business model will involve the following actors:

- Diabetic patients
- GPs
- Hospitals
- Health regions
- eu-DOMAIN Service Provider

The respective health region would purchase eu-DOMAIN services directly from the eu-DOMAIN Service Provider. The improved monitoring and care of diabetic patients realised by eu-DOMAIN will allow health regions to save significantly on commissioning costs to hospitals as the frequency and length of hospital stays for diabetics will be reduced, thus indicating savings on hospital budgets on healthcare for diabetics. GPs are paid on a basis of capitation (a third of their remuneration) and a service fee. Health regions will therefore not be able to reduce the capitation fee per patient. However, GPs themselves will be able to cut down on consultation time as remote consultation of diabetics will be less time consuming. This means that GPs' overall cost per consultation will be reduced.

#### **Sweden**

In Sweden, NHS healthcare is free of charge at the point of use. The 21 county councils are responsible for providing, organising and financing primary and secondary healthcare services. The county councils decide on the allocation of resources to health services and are responsible for the overall planning of these services.

Healthcare in Sweden is mainly financed by local taxation, i.e. municipal, county and parish taxes. The county councils and the municipalities have the right to levy income tax on their residents and to decide the rates of taxation. Local taxes are proportionate to income.

The business model will include the following actors:

- Diabetic patients
- GPs
- Hospitals
- County councils
- eu-DOMAIN Service Provider

The county councils would purchase eu-DOMAIN services directly from the eu-DOMAIN Service Provider. The improved monitoring and care of diabetic patients realised by eu-DOMAIN will allow county councils to save significantly on commissioning costs to hospitals as the frequency and length of hospital stays for diabetics will be reduced, thus indicating savings on hospital budgets on healthcare for diabetics. GPs are paid on a basis of capitation or global budgets. County councils will therefore not be able to reduce the capitation fee per patient. However, GPs themselves will be able to cut down on consultation time as remote consultation of diabetics will be less time consuming. This means that GPs' overall cost per consultation will be reduced.

#### **Germany**

In Germany, the healthcare system is based on statutory social health insurance funds (sickness funds). The healthcare system is characterised by federalism and delegation to non-governmental corporatist bodies as the main actors in the social health insurance system. Sickness funds and their associations purchase healthcare services from healthcare providers.

The 292 sickness funds collect contributions and purchase proactively or pay retroactively for health and long-term care services for their members. In ambulatory physician care, a regional physicians' association negotiates a collective contract with a single sickness fund in the form of a quasi-budget for physician services. The association distributes the funds among GPs and specialists who claim reimbursement mainly on a fee-for-service basis. Hospitals are financed on a dual basis: investments are planned by the governments of the 16 Länder, and subsequently co-financed by the Länder as well as the federal government, while sickness funds finance recurrent expenditures and maintenance costs.

The business model will involve the following actors:

- Diabetic patients
- GPs
- Hospitals
- Regional physicians' associations
- Sickness Funds
- eu-DOMAIN Service Provider

The sickness funds would purchase eu-DOMAIN services directly from the eu-DOMAIN Service Provider. The improved monitoring and care of diabetic patients realised by eu-DOMAIN will allow sickness funds to save significantly on hospital expenditure as the frequency and length of hospital stays for diabetics will be reduced, thus indicating savings on hospital budgets on healthcare for diabetics. The Länder are not included in the business model as we assume that their investment in the hospitals will not be affected by the savings made to recurrent expenses as realised by the introduction of eu-DOMAIN services.

Regional physicians' associations are mainly paid on a basis of capitation. Sickness funds will therefore not be able to reduce the capitation fee per patient. However, the associations distribute the funds to GPs according to a fee-for-service basis. Therefore, GPs may be able to include remote monitoring as an extra service but at the same time as a service that replaces the traditional direct consultation. We may therefore assume that this service collects a smaller fee from the association because it is less time consuming. Subsequently, the association will be able to save on fees to GPs. GPs themselves will be able to cut down on consultation time as remote consultation of diabetics will be less time consuming. This means that GPs' overall cost per consultation will be reduced proportionately to the reduced service fee income.

At the same time, we may assume that the associations will be charged a commission fee by the sickness funds for the use of eu-DOMAIN services.

#### **France**

France's health system is based on a statutory national social insurance system complemented by elements of tax-based financing (especially the General Social Tax) and complementary voluntary health insurance. It relies on a combination of public and private supply, even in the hospital sector.

Public hospitals (65%) are allocated funds every year by the government through the Ministry of Finance. The Ministry of Health controls a large part of the regulation of healthcare expenditure on the basis of the overall framework established by parliament. Private hospitals charge higher fees to patients and receive no fixed funds by the government. Patients have to pay to see a GP or a specialist but get their expenses partially reimbursed by the statutory health insurance system. Patients may get all their expenses reimbursed if they hold a voluntary health insurance (90% of population).

The business model will involve the following actors:

- Diabetic patients
- GPs
- Public hospitals
- Private hospitals
- Statutory social health insurance schemes
- Ministry of Health

eu-DOMAIN could be offered to statutory national social insurance schemes and the Ministry of Health who will make eu-DOMAIN services available to patients, GPs and hospitals. eu-DOMAIN would bring about savings on hospital budgets.

#### **Italy**

The healthcare system in Italy grants universal access to healthcare services, although there are out-of-pocket co-payments for e.g. diagnostic procedures and specialist consultations. The 20 health regions are responsible for organizing and administering the healthcare system, including allocating funds to public hospital trusts and local health units. There are significant differences in healthcare provision between the north and south regions.



The healthcare system is financed by regional business taxes and revenues from general taxation. GPs are paid mainly on a capitation basis. Hospitals are financed by a predefined overall budget.

The business model will involve the following actors:

- Diabetic patients
- GPs
- Public hospitals
- Health regions
- Local health units
- eu-DOMAIN Service Provider.

The eu-DOMAIN Service Provider may offer eu-DOMAIN services directly to the health regions or to local health units. There would be significant savings on hospital budgets and GPs would be able to cut consultation expenses. eu-DOMAIN would mean enormous benefits to diabetic patients particularly in the south and rural areas where access to and the quality of healthcare services is not as good as in the north.

#### **Spain**

In Spain, the healthcare system is tax-based and free at the point of use. However, it does not offer a completely universal coverage because it is still linked to social security on an employment-related basis and not to citizenship and residence. The responsibility for healthcare has largely been devolved to Spain's 17 regions, the autonomous communities. The healthcare system is concentrated on hospital care, despite efforts to promote primary care as patients' first point of contact with the healthcare system.

The healthcare system is financed out of general taxation such as value-added tax and income tax but also regionally raised taxes. GPs are paid a capitation fee. Public hospitals are financed through a global budget, set against individual spending headings. The regions and the National Institute of Health (INSALUD) allocate funds to public hospitals. INSALUD manages the social security health care services in the 10 Autonomous Communities (of 17) which have not yet assumed full political responsibility for health services.

The business model will involve the following actors:

- Diabetic patients
- GPs
- Public hospitals
- Regions (autonomous communities)
- INSALUD
- eu-DOMAIN Service Provider.

eu-DOMAIN services can be offered directly to the regions and to INSALUD (for those regions it manages healthcare services) who will make eu-DOMAIN services available to patients, GPs and hospitals. There will be savings on hospitals budgets and GPs will be able to cut overall consultation expenditure per patient.

#### **Greece**

The healthcare system in Greece is based on a combination of a tax-based NHS and a compulsory social insurance system. Healthcare services are delivered by both the NHS and the social insurance funds. The largest insurance fund is IKA which is mainly responsible for providing primary care. The Ministry of Health and Social Solidarity defines the extent of funding and allocates financial resources.

The healthcare system is financed almost equally by public and private resources. Public resources come from revenues from general taxes and compulsory contributions to social insurance funds. GPs are salaried government officials. Public hospitals are funded by both social insurance fund and state subsidies.

The business model will involve the following actors:

- Diabetic patients
- GPs
- Public hospitals

- Private hospitals
- Ministry of Health and Social Solidarity
- Insurance funds
- eu-DOMAIN Service Provider.

eu-DOMAIN services could be offered to statutory insurance funds and/or the Ministry of Health and Social Solidarity who will make eu-DOMAIN services available to patients, GPs and hospitals. eu-DOMAIN would enable these actors to save money on GP consultations and hospital expenditure.

The table below summarises which actors are most relevant customers of eu-DOMAIN services.

UK	Denmark	Sweden	Germany	France	Italy	Spain	Greece
PCTs	Health regions	County councils	Sickness funds	Statutory social health insurance schemes Ministry of Health	Health regions Local health units	Regions (autonomous communities) INSALUD	Ministry of Health and Social Solidarity Insurance funds

Table 6 Relevant customers of eu-DOMAIN services

The exploitation approach to these service providers will be further developed, once the validation results are available. The results will be included in the final version of the D9.6 Exploitation Plans.

### 6.5.3 Legal and regulatory aspects

EU-countries have the freedom to organise their own healthcare system and European countries have very different:

- national legislation for health care
- definitions of the ownership of health data
- rules of access rights
- rules for consent management
- responsibilities for service providers.

In deliverable D2.5 the following regulations or documents have been mentioned to impact on delivery of healthcare services:

- Data Protection Directive (95/46/EC)
- Regulation 1408/71
- Electronic Commerce Directive
- Communication, COM (2004) 301
- e-Europe action plans.

Hence, a specific legal and regulatory analysis is required for each consortium partner wishing to exploit eu-DOMAIN services in a national healthcare setting before actual exploitation starts. The result of these analyses will then need to be incorporated in the Service Providers standard Service Level Agreement framework for that particular market segment.

## 6.6 Service level agreements

To manage the quality of service delivered by a eu-DOMAIN Service Provider, Service Level Agreements (SLA) must be agreed.

The Service Level Agreement define the legal status and responsibilities of eu-DOMAIN Service Provider and what kind of contracts are required between service providers (e.g. healthcare provisioning bodies or industrial domains), customers or patients and the eu-DOMAIN Service Provider.

Service Level Agreements are thus agreements that any company purchasing eu-DOMAIN services from a eu-DOMAIN Service Provider must agree to.

As discussed in D2.5 Societal user requirements specifications (Annex), a good Service Level Agreement:

- Provides permanence
- Provides clarity
- Serves as a communications vehicle
- Guards against “expectations creep”
- Sets mutual standards for service
- Defines how a level of service will be measured.

The following is a general structure of a Service Level Agreement containing the most relevant conditions and specific clauses that should be considered:

- **General description** of the eu-DOMAIN service, i.e. clarification of the extent of the services that form part of the Service Level Agreement
- **Definitions** of all special terms related to specific eu-DOMAIN elements (including previously referenced standards)
- Definition of the **agreed output/targets**, through a list of specific performance criteria for the eu-DOMAIN service
- **Properties and assets related to the eu-DOMAIN service**, as well as definition of ownership, definition of the methodology for additions, omissions and variations of the affected assets and ownership, definition of the responsibilities and risks and warranties
- **Specification of the eu-DOMAIN service** to be provided. For example: Quality of service, volume of service (parameters), place of performance, applicable standards, timing (duration, frequency, delays), schedules (start and end of facility service), up time, front-end support facilities and back-end support (if applicable)
- **Description of the customisation process**, i.e. clarification of the process and time constraints (for example: parties involved, process owner, flow of information, flow of material, flow of documents, flow of money, interaction and interfaces from/to other processes)
- **Organization and parties involved**, i.e. clarification of the relationship and interface between parties (who is who, function and role, contact persons for specific tasks, authorization)
- **Client’s participation and commitments** (for example: training, cooperation, assistance, supervision, access, infrastructure, utilities, space, equipment, material, data, documentation, facilities, testing, inspection, etc.). Defining conditions of participation (extent of eu-DOMAIN Service Provider’s empowerment and authorization) is basic
- **Equipment, material and media** (including means – also transport -, tools, materials, devices, gateways, spare parts, consumables, etc.). The intention is to identify also any specific notification/information required by the client and/or the eu-DOMAIN service provider. Some examples, in this sense, can be supply procurement process and supply strategy including information, consequences of not or late ordering by the eu-DOMAIN Service Provider, supply source, procedure for ordering spare parts, changes of types of spare parts, availability and delivery time, discounts, responsibility for and location of storage, etc.
- Creation of an efficient **communication and documentation** process

- Definition of **customisation process requirements** and critical dates
- Clarification of **safety precautions** and requirements
- **Conflict resolution process and non-compliance procedures** (dealing with differences from the agreed service level and their consequences)
- **Price, payment and accounting.** For example: specific invoicing requirements, performance payment system, etc.
- **Changes of the agreement** (methodology for change of the SLA: variations, additions and omissions).

It has been suggested to present the result of the legal and regulatory requirements as “sample clauses” from a hypothetical eu-DOMAIN Service Level Agreement specifying the guarantees that the eu-DOMAIN organisation makes to customers and partners.

Since the risks involved in people care are not the same as those for industrial services it will be required that Healthcare and Industrial Services be treated separately in the specific Service Level Agreements that the consortium partners will have to develop during exploitation.

However, many clauses will be the same, and a provisional Service Level Agreement for common eu-DOMAIN services is provided in annex A.

## 7. Contractual framework for exploitation

### 7.1 Industrial property rights and partners responsibilities

Each contractor is bound by the terms and conditions of the Commission contractual rules, Annex II General Conditions - Part C entitled "Intellectual Property Rights" as complemented or amended in the consortium agreement.

#### 7.1.1 Ownership

The partners of the project are not only partners in the development phase, but are equally partners in the consortium agreement and contractors in a legally binding contract with the European Commission. Hence, a thorough determination of the ownership associated with each part of the project results must be undertaken before commercial exploitation can be planned and carried out.

As the main rule, knowledge generated in the course of carrying out work on the project shall be the property of the contractor generating it. This means that the partners can freely use their individual knowledge and inventions in commercial exploitation without regard to the other partners, except as specifically agreed in either the consortium agreement or in the present exploitation plans.

If a *joint* invention, design or work is made with at least two contractors as contributors and the concerned contractors shall seek to set up appropriate IPR agreements to protect the rights to these inventions. The contributors shall be entitled to use and to license such rights in accordance with the rules in said IPR agreement, without owing any financial compensation to or requiring the consent of the other contributors.

In the case where a contractor decides that it does not intend to seek protection, it shall inform the other contractors and any other contractor interested in applying such protection shall advise the other contractors. If several contractors are interested, they shall strive to set up amongst themselves and with the original inventors' appropriate agreements in order to do so.

The foregoing shall be without prejudice to the Access Rights of all Contractors that will remain.

#### 7.1.2 Pre-Existing Know-How

Except for "The Grundfos Monitoring and Control System" provided by Grundfos Management A/S, none of the contractors have identified Pre-Existing Know-How to which they need to grant Access Rights.

The contractors have agreed that in order to fully exploit the results of the eu-DOMAIN project, all contractors will need to use certain Pre-Existing Know-How, products, software components and other products and services belonging to certain contractors. An example of this is e.g. the Tamino XML database products marketed by Software AG.

The contractors have thus agreed that the Access Rights on any Pre-Existing Know-How, products, software components and other products and services needed for use of a contractor's own Knowledge shall be granted on fair and non-discriminatory market conditions [the contractors may decide to agree otherwise and to grant such Access Rights on more favourable conditions].

#### 7.1.3 Access rights

According to the consortium agreement and Commission rules, each contractor shall take appropriate measures to ensure that it can grant Access Rights and fulfil the obligations notwithstanding any rights of its employees, or any person it assigns or engages to perform its own Work Package for the Project. The Contractors have agreed that Access Rights are generally granted on a non-exclusive, no-cost basis and shall not include the right to grant sub-licenses.

Access Rights when applying to software do not comprise access to source code but only to object code, unless otherwise expressly provided. For software, which is either Pre-Existing Know-How or knowledge generated in the project, the contractors have also agreed that they shall have limited source code access for carrying out their work package under the project but they shall not have any access to source code [How does this apply to exploitation?].

Limited source code access shall mean access to source code and also to software documentation, provided in any case that an API including software documentation for the respective software is not available; and also that use of the software in object code form alone is not meaningful.

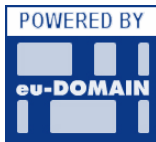
Each contractor licensing its software shall have the right to ask for a prior written agreement with the contractor(s) licensed specifying and protecting its proprietary rights.

#### 7.1.4 “have manufactured” rights

Each of the contractors have agreed that, before any agreement concerning the application of the “have manufactured” rights is reached with a third party, the other Contractors shall themselves have a prior right to agree to undertake such manufacturing on fair and reasonable terms and conditions.

#### 7.1.5 The use of marks

Each contractor retains all rights, title and interest in any of its trade and business names, service marks, trade marks, logos or other symbols it uses to identify itself or any of its activities and no contractor shall acquire any general license or any other right to any marks of any other contractor. Each contractor shall also obtain the other contractors’ prior written approval of any publication or any press releases or public announcement making reference to the other contractors and specifically on the marks to be used and on the manner it will be used.



All contractors have further agreed, that every exploitation activity involving all or substantial elements of the projects results must carry the mark of eu-DOMAIN (as represented in the logo shown here) as well as the sentence: “Powered by eu-DOMAIN”. The reference to eu-DOMAIN must be on all published material, both printed and in electronic form.

## 7.2 Availability of infrastructure for demonstration

A major tool for exploitation will be the availability of a fully working eu-DOMAIN platform towards the end of the project and in a prolonged period thereafter, on which demonstrations can be performed.

The demonstration platform provides the possibility to perform demonstration services to various potential service providers, system integrators, component manufacturers and governments across Europe, allowing them to test out new services. During this process, the industrial partners will work on implementing their exploitation strategies for the ultimate goal: A Europe wide deployment and commercial exploitation of the eu-DOMAIN platform.

The demonstration platform, together with supporting descriptive information material, will be used for take-up activities and exploitation by the consortium partners.

## 8. Individual industrial exploitation plans

### 8.1 C International Ltd. (CIL)



#### Company background

Established in 1987, C International has developed to become one of the leading European management consultancies in the field of business improvement. Based in the UK but operating throughout Europe CIL has developed a substantial reputation for supporting a wide range of different types of organisation to introduce more effective and efficient ways of working.

Partner identity:	C International Ltd.
Country:	UK
Web site:	<a href="http://www.cinternational.co.uk">www.cinternational.co.uk</a>

A particular feature of the CIL approach involves making the best possible use of the whole range of emerging technologies that are becoming available at an ever-increasing rate but which can lead organisations along expensive and unproductive paths. The CIL philosophy is to identify where new technologies can help organisations to work better but never allow the technologies to be the driver or try to fit working practices around them.

#### Core competencies

Since it was established CIL has supported over 500 organisations in various business sectors to improve their performance in a wide variety of ways. Whilst the company has particular expertise in financial services, healthcare and most types of small and medium size enterprises (SMEs) it is increasingly often being asked to apply its skills and experience to a wider range of business sectors and types of organisation.

#### 8.1.1 Exploitation strategy

##### Target markets and segments

eu-DOMAIN has a very wide potential in terms of the target markets that it may go on to be deployed in. The initial focus of the validation of its potential is in two areas; healthcare and building maintenance. With its background as it is CIL's focus will be upon the healthcare market as a priority and will use this as basis for moving forward in other market segments.

##### Geographic and organisational coverage

CIL will operate as the main commercial representative of the consortium in the United Kingdom and work closely with the other UK partner (Eastern Birmingham PCT) who will be very active in promoting eu-DOMAIN across the National healthcare arena. CIL will also use its contacts in other European countries, particularly Eastern Europe, to enable the deployment of eu-DOMAIN as agreed with the consortium partners.

##### Product strategy

CIL will take the opportunity provided by eu-DOMAIN deployment to offer enabling and value-added services on top of the basic eu-DOMAIN product/service set. These services will, in the main, consist of implementation and benefits-realisation support and may involve 'partnerships' with other organisations.

CIL will use the results of the eu-DOMAIN project to strengthen its business credentials and reputation, to extend its service portfolio and to widen its client base, initially in healthcare consultancy and then further a field.

CIL is neither a service delivery nor technical development company and their interest in eu-DOMAIN deployment lies in four areas.

- Firstly, providing customisation and installation consultancy (with support of technical partners) to UK customers
- Secondly, providing consultancy to ensure that the eu-DOMAIN customers exploit the products and services to their optimum benefit. This may involve a number of consultancy services from benefits-realisation planning through process re-engineering and operational change management.
- Thirdly, providing marketing and demonstration support to the UK exploitation of eu-DOMAIN. Some of this in conjunction with healthcare organisations and healthcare service and ICT suppliers

- Fourthly using the knowledge gained from the project and early deployment experience to further develop the CIL services portfolio and customer base directly; as eu-DOMAIN services to the healthcare service and industry suppliers, and indirectly; to enhance provision of other consultancy disciplines in other industry sectors.

**Strategic partnerships**

CIL sees it vitally important that sound strategic partnerships are developed with key market players and influencers in order that the eu-DOMAIN service offering is 'credible' to its target markets. This is particularly important, in fact critical, in the healthcare market and equally as important in the other target domains.

CIL will use its wide network with healthcare organisations to fully explore the best opportunities and criteria for the deployment of eu-DOMAIN. CIL will also use its contacts with the suppliers of ICT and services to the UK healthcare market to explore the best opportunities for commercial alliances to support the commercial exploitation of eu-DOMAIN.

CIL will use these to support both the UK and Europe-wide exploitation of eu-DOMAIN.

**Strengths and threats**

This area is an on-going analysis as the actual product portfolio and target customers profiles are finalised.

There is no doubt that the healthcare market, which will be the main priority for CIL, is a very competitive one. The key to commercial success is not simply having a good product but also:

- Credibility in the marketplace
- Clear ability to significantly impact and support the strategic objectives (political and operational) of the healthcare market
- Cost reduction and quality of service improvement capabilities.

CIL believes that the eu-DOMAIN ambition encompasses all of these and that its deployment will be well supported at the end of the project through a successful validation and demonstration period and strategic partnering with the appropriate market players.

**8.1.2 Implementation**

In the final version of this exploitation plan, FORTH will describe the implementation of our exploitation strategy in terms of:

- Marketing
- Publications
- Training and education
- Management
- Organisation
- Financial estimates of revenues and costs
- Financial expectations
- Action plans



## 8.2 Innova S.p.A. (INNOVA)



### Company background

Innova's profession is transferring technologies from the world of research to industry. Innova was set up in 1993 in response to a demand by business for technological innovation and a need on the part of research institutes to promote industrial applications of the results of their laboratory experiments.

Partner identity:	INNOVA S.p.A.
Country:	Italy
Web site:	www.innova-eu.net

Innova helps enterprises to acquire new technologies and research institutes to develop systems and applications in response to industrial demand. Easy access to world-class R&D institutions, international partnership and constant monitoring of the most advanced technology solutions are the visible indications of Innova's commitment to technology transfer and exploitation, its main priority and mission. Since 1996 it has promoted more than 1500 international projects of R&S and technology transfer actions on a European scale

### Core competencies

Innova is made up of a pool of 40 professional consultants and experts who have developed a long standing and consolidated knowledge in the R&D and marketing activities conducted with highly qualified European companies and universities. More specifically, Innova provides expertise to promote innovative technologies and inventions with commercial value and affect the timely transfer of knowledge and technology for development of products and processes towards the marketplace. Resources, expertise and a project-oriented team is committed to make commercial and industrial R&D efforts more cost-effective for successful commercialisation of research ideas and new technology solutions. Innova focuses on technology evaluation, protection, development and marketing. Starting from the identification of technical opportunities and market requirements Innova transforms them into strategic plans for a successful technology commercialisation process through:

- acquisition of basic information on a new technology
- research collaboration
- funding new company spin-offs

A worldwide network and strategic partnerships with leading research institutes and industrial companies allow Innova to commercialise the technology also at international level.

Specific strengths for exploitation of research results can be listed as follows:

- Since 1994 we have helped the European Commission evaluate and exploit the commercial potential of new technologies.
- Since September 2000 we have been carrying out and co-ordinating training and technical assistance activities for the network of Innovation Relay Centres and Regional Innovation Centres consisting of the 68 most important innovation centres in Europe and forming the world's largest technology transfer network.
- With our experience of technology assessment we represent an important observatory of trends in innovation and assessment of the technical and economic potential of new technology solutions, thereby strengthening our acknowledged position among industrial and scientific operators.

### 8.2.1 Exploitation strategy

#### Target markets and segments

Initially, Innova will target a part of the organizations, both large industries and SMEs that compose its large customer base: major promising markets will include health-care (e.g.: A.I.O.P. Associazione Italiana Ospedalità Privata, Regina Elena National Cancer Institute, etc.), Facility Management (e.g.: E.S.M. Consorzio Sistemi Esperti per la Manutenzione) and environmental services (e.g.: ACCAM Consorzio Intercomunale Servizi Ambientali). Furthermore, Innova will aim to widen its client portfolio launching exploitation activities (i.e.: presentation to selected potential new customers, participation to conferences and seminars, etc.) quite early in order to get first inputs and feedback from end users and therefore to sound out the market.

**Geographic and organisational coverage**

During the past years INNOVA has been engaged in a programme of continuous expansion. We have set up subsidiaries in Italy and abroad and signed partnership agreements with universities and technology development agencies as part of our strategy to establish an international network for technology transfer and the promotion of innovation.

INNOVA Consulting Group Inc. This company, with headquarters in San José IBI, California, was set up in April 2000. INNOVA C.G. is an observatory for monitoring new technologies. It conducts surveys for Italian clients interested in US technologies. It promotes trade with Italy by North American high-tech companies. The new company has signed co-operation agreements with Monterey Bay International Trade Association and UCLA (University of California Los Angeles).

INNOST. This company was set up in December 2000. INNOST has strengthened INNOVA's presence in the Northwest of Italy, which boasts the largest concentration of SMEs. The company works in partnership with universities and local research centres.

INNOVA EUROPE. This company, a joint venture with a Portuguese partner, was set up in November 2000. Its objective is to assist and co-ordinate the network of Innovation Relay Centres, Europe's 68 largest technology transfer centres.

INVENT S.A.S. Invent, a joint venture with a highly specialised company in venture capital fund and consultancy services, was born in the 2001 to support development projects of high-tech companies combining Technology Transfer know-how and investment funds.

**Product strategy**

So far, Innova has been a consulting firm. If there will be strong commitment and interest for eu-DOMAIN, it could be envisaged to create a spin-off company whose mission would be to provide organisations with eu-DOMAIN platform.

A comprehensive product strategy for Innova including analysis of the relevant market sectors, definition of the appropriate product features, etc. will be defined in detail as part of the project's exploitation plans, once the functionalities and the characteristics of the eu-DOMAIN offerings are settled.

**Strategic partnerships**

Innova has a wide network of existing partnerships (i.e.: customers, collaborating organizations, etc.) all over Europe and with Asian organisations (e.g.: China, India).

**Strengths and threats**

Innova considers eu-DOMAIN a promising business opportunity, as several of Innova's current customers could be interested in adopting the solutions provided by eu-DOMAIN. For instance, Innova has good relations with Italian Health Organizations, regulated by the central Ministry of Health.

However, competition seems to be quite fierce, especially in the health sector, often subject to governmental and/or centralized decisions that strongly influence the market and the competition itself.

**8.2.2 Implementation**

In the final version of this exploitation plan, FORTH will describe the implementation of our exploitation strategy in terms of:

- Marketing
- Publications
- Training and education
- Management
- Organisation
- Financial estimates of revenues and costs
- Financial expectations
- Action plans

## In-JeT ApS (IN-JET)



### Company background

In-JeT ApS has been engaged in Ambient Intelligence and Pervasive Computing since 1998 and has extensive knowledge about concepts, technologies, user needs and business model creation. In-JeT ApS is working with researchers and commercial partners across Europe formulating concepts for Ambient Intelligence platforms for applications such as eHealth, security and surveillance.

Partner identity:	In-JeT ApS
Country:	Denmark
Web site:	www.in-jet.dk

### Core competencies

In-JeT has participated in a joint research project "Enabling Pervasive Computing in Reality" (EPCiR), with the aim to build a rapid research prototype of a Pervasive Computing infrastructure based on gateways with OSGi frameworks. Other partners in the project include the Alexandra Institute - Centre for Pervasive Computing, Aarhus University, Innovation Lab and the largest Danish Telco TDC. In-JeT ApS has pioneered the LinkWatch Ambient Intelligence Infrastructure project in the period 2000 - 2003. The project resulted in a prototype service platform for the private homes to be used by various service providers.

## 8.2.3 Exploitation strategy

In-JeT's objectives are to enhance its portfolio of licensing opportunities and to offer high-level services to both large industrial enterprises and SME's in Denmark. These objectives will be achieved by offering eu-DOMAIN services as an Application Service Provider (ASP).

### Target markets and segments

The project showed a tremendous market potential for connected homes and delivery of digital services directly to the homes. Studies also show that service providers were increasingly looking for bundling of services, either in order to increase their share of the total market or because they want to maintain their market position through customer loyalty. Even though the prospects were extremely promising, the market was not really developing then due to lack of a commercially available infrastructure to support the delivery of services. Most potential market players like Telco's could not produce the necessary business models, because the investment in infrastructure was too large and too complicated for a single service provider to handle.

### Product strategy

With the appearance of eu-DOMAIN, all the smaller domain service providers will now have a commercially available infrastructure and it is believed that the market will be immediately rejuvenated when attractive business cases can be presented. In-JeT wants to exploit the eu-DOMAIN by offering the service in Denmark (and possible other places). In-JeT will market eu-DOMAIN at two levels:

In-JeT will operate its own eu-DOMAIN service. We will build our own servers and licence the software architecture from relevant partners. The service will be offered to smaller service providers, where the volume is not sufficient to justify a proprietary installation. In-JeT will provide customisation and installation consultancies both at start-up and during operation. Care must be taken to clearly separate these services from the services offered by the service provider customers.

The eu-DOMAIN infrastructure will most likely be installed in proprietary installations with the largest service providers. They have a huge amount of customers and very dense traffic and will need to keep traffic and data inside their own networks. These service providers include: Telco's, cable companies, ISP's, health authorities, etc. At least 15 of these service providers have been identified in Denmark, each having between ½ and 3 million users.

### Strategic partnerships

The service providers will license the eu-DOMAIN infrastructure from In-JeT and the individual software components in the architecture from the relevant partners (Software AG and CNET).

### Strengths and threats

This is too early to discuss. There are many competitive services offered for very narrow services, but they are domain specific (e.g. surveillance, intelligent home, automatic meter reading, telematics, health,

etc.) and none of them have the general structure and they don't have any intelligence. The subject will be discussed in detail during W6 and when defining the actual exploitation plans.

### 8.2.4 Implementation

In the final version of this exploitation plan, FORTH will describe the implementation of our exploitation strategy in terms of:

- Marketing
- Publications
- Training and education
- Management
- Organisation
- Financial estimates of revenues and costs
- Financial expectations
- Action plans

## 8.3 CNet Svenska AB (CNET)



### Company background

CNet enables content and information commerce by providing actors in the new media and publishing industry with software products to fully exploit their digital assets using the web and XML technology. Our solutions are used for news publishing, news brokering, multi web publishing, e-learning, e-book publishing, market research publishing and many more applications.

Partner identity:	CNet Svenska AB
Country:	Sweden
Web site:	www.cnet.se

### Core competencies

### 8.3.1 Exploitation strategy

#### Target markets and segments

CNet expects that the Facility Management sector and the building sector will be the first target exploitation markets. We already have an existing customer base in these sectors, which makes us well positioned to exploit the eu-DOMAIN results. This is where we see the greatest potential for eu-DOMAIN-related software and services. Some possible prospects include Securitas and Swedish Road Authority. Another well-known business segment for CNet is the construction sector. The construction sector, especially in Facility Management is still immature with regards to using IT. A huge problem in a construction project is often Information Management, to get the right information and documentation to the right persons in time for them to do their job properly. There is a huge potential creating more effective work processes based on IT-solutions. Examples of potential customers are again Securitas and the Swedish Construction Society.

A third possible business segment is in the car and vehicle industry. There is a potential for exploiting eu-DOMAIN for service and maintenance of trucks. The market is huge and also multinational. Potential customers would be Volvo and Scania.

#### Geographic and organisational coverage

CNet operates mainly in the Scandinavian market. Recently we started expanding outside of Scandinavia with our first customer in England. Our main aim is to start exploiting eu-DOMAIN on the Scandinavian market.

#### Product strategy

Our route to exploitation will be to exploit the software of eu-DOMAIN as a product both at a system level as well as at the component level. We plan to incorporate eu-DOMAIN components into our current product offerings. Our experience from exploiting results from other European R&D projects (Intuitive, Multimedia Broker and Metis) has shown that the most effective way is if exploitation starts very early, long before the project ends. There are several reason for this - by presenting the concepts at an early stage to customers we get feedback that can be incorporated into the project, the project also gets valuable feedback from testing the software in real commercial applications. The component-oriented

development approach of the project will allow us to exploit the project incrementally. eu-DOMAIN will strengthen our position as a provider of solutions for semantic-based knowledge and content systems.

#### Strategic partnerships

Strategic partnerships will be considered when implementation plans are being developed.

#### Strengths and threats

The most likely competition in Sweden will be from tailored-made systems produced by software consultants.

### 8.3.2 Implementation

In the final version of this exploitation plan, FORTH will describe the implementation of our exploitation strategy in terms of:

- Marketing
- Publications
- Training and education
- Management
- Organisation
- Financial estimates of revenues and costs
- Financial expectations
- Action plans

## 8.4 T-connect s.r.l. (T-CON)

#### Company background

T-Connect main business is focused on developing software for the Sales Force Management and Field Force Automation of SMEs mobile workers.



Partner identity:	T-Connect S.r.l.
Country:	Italy
Web site:	www.t-connect.it

T-Connect is set up in AREA Science Park, in Trieste, one of the leading multi-sectorial Science Parks in Europe (<http://www.area.trieste.it/>). The location enjoys one of the highest concentrations of IT and Telecommunication Research competencies in Italy and is the ideal working environment for R&D activities.

#### Core competencies

T-Connect is engaged in research and development of wireless applications on third generation platforms (UMTS/WLAN) for mobile communications services. The innovative value of the T-Connect technical approach is represented by: Supporting customer in the acquisition of localisation data referred to their mobile's users; Developing software solutions laying on a server that, elaborating localisation info, will allow mobile clients to get access to specific areas of available data banks limiting queries, data exchanges and therefore warranting high traffic saving; Developing software interfaces on client terminals for the correct usage of the services.

### 8.4.1 Exploitation strategy

#### Target markets and segments

Sales Force Management and Field Force Automation of SMEs mobile workers is a potential market that could be interesting for the exploitation of eu-DOMAIN platform or, at least, part of it including features as location based services, remote device configuration.

SMEs represent 42% of IT expenditure in Italian market and recent studies have pointed out their interest in innovative wireless solutions.

The eu-DOMAIN platform is able to provide significant opportunities to meet Italian SMEs requirements in wireless solutions, such as access to company applications, agenda or order tracking with an efficient solution.

**Geographic and organisational coverage**

T-Connect operates mainly in the Italian market.

**Product strategy**

At this stage of the project, more work is needed on the business model aspects over the course of the project to carefully separate and analyse the necessary 'value adding links' in the value chain that will support commercial viability. It must demonstrate clear value added user benefits through supporting a range of innovative 'value-adding' applications, which can be interfaced with the eu-DOMAIN core service. It's not easy to envisage a concrete perspective of the way market is likely to develop because of the so different actors and potential providers involved.

**Strategic partnerships**

Strategic partnerships will be considered when implementation plans are being developed.

**Strengths and threats**

A significant improvement in internal know-how, thanks to eu-DOMAIN project, will certainly represent a competitive advantage; in fact the experience obtained in specific areas of knowledge management and software interfaces on client terminals will certainly help on providing more efficient and appealing services.

A known fact is that in health and maintenance fields many initiative have been carried on to develop innovative solutions and services and some of them have already led to concrete commercial products; for this reason we can deduce that the actual market is already characterized by some competition that will certainly grow in the following years.

**8.4.2 Implementation**

In the final version of this exploitation plan, FORTH will describe the implementation of our exploitation strategy in terms of:

- Marketing
- Publications
- Training and education
- Management
- Organisation
- Financial estimates of revenues and costs
- Financial expectations
- Action plans

## 8.5 Software AG (SAG)



### Company background

With its headquarters in Darmstadt, Germany, Software AG was founded 1969 by entrepreneurial mathematicians to become one of the world's first hardware-independent software vendors. Software AG is a major supplier of enterprise software for electronic business, Web services, content management, business integration and enterprise transaction processing. Software AG's products control the central IT processes of thousands of renowned companies worldwide to include Lufthansa, Siemens, Citibank, Merck, DaimlerChrysler, Sony, BP and Telefónica.

Partner identity:	Software AG
Country:	Belgium
Web site:	www.softwareag.com

### Core competencies

In recent years, Software AG has focused its R&D activities on products and solutions that support the XML (eXtensible Markup Language) standard. Software AG is the leader in XML technology and solutions. The XML standard is the enabling technology for solving today's business problems. Because XML is the universal format for cross-enterprise data exchange and integration, Software AG develops XML-based products, solutions and services to address today's and tomorrow's business needs.

Software AG's core competencies lie in the following areas:

- Database management systems
- Application engineering
- Enterprise application integration
- XML storage/management/publishing/integration
- Professional services

In cooperation with partners, Software AG focuses on providing solutions in the areas of web services, content management and mobile computing. By teaming up with leading technology and distribution partners, Software AG provides best-of-breed solutions to customers' needs in these segments.

### 8.5.1 Exploitation strategy

#### Target markets and segments

Following is a list of some of the Software AG customers in the areas of healthcare and Industry that could be interested in the services of the eu-DOMAIN platform. However, promoting eu-DOMAIN to them would depend on the commercial strategy of Software at the time of exploitation.

In the healthcare sector, the following entities are customers of Software AG:

Customer	Description	Country	Services from Software AG
SERGAS	Coordinator of the public health services for the Galicia region	Spain	Database products
SESCAM	Coordinator of the public health services for the Castilla-La Mancha region	Spain	Custom Business Intelligence solution Database products

And for the industry sector:

Customer	Description	Country	Services from Software AG
Ferrovial	Large building and services company	Spain	Custom systems built on database and development products XML Integration products B2B integration solution
Miguélez	Electric components wholesaler	Spain	Custom systems built on database and development products
FCC	Large building and services company	Spain	
Telefónica de España	Largest Spanish operator of fixed phone network	Spain	Custom systems built on database and development products

			Some mobile solution
PSA / Peugeot	Automotive manufacturer	Spain and France	
Defense Ministry of Spain	Public defense. They have a large network for field service.	Spain	Custom systems built on database and development products XML Integration products
Gas Natural	Large provider of energy	Spain	Custom systems built on database and development products
Metro de Madrid	Underground of Madrid	Spain	Mobile solutions platform
Iberdrola	Large provider of energy	Spain	
Schipol Airport	Netherlands biggest airport	The Netherlands	Database products Integration products
Grupo Antolin	Manufacturer of automotive components	Spain	
Codere S.A.	Manufacturer and distributor of gaming machines	Spain	
Emalsa	Water provider of Gran Canaria	Spain	
Canal de Isabel II	Water provider of Madrid	Spain	Custom systems built on database and development products

#### Geographic and organisational coverage

Software AG is a multinational company divided into several regions. The best suited of them for eu-DOMAIN includes the following countries: Spain, France, Belgium and Luxembourg (Benelux), The Netherlands, Denmark, Italy, Turkey, and all of Latin-America.

#### Product strategy

An information platform will usually be caused by the initiative of some large domain service providers, joining up with a Telco, that start marketing limited proprietary services to customers. The service then grows as needed.

Since the eu-DOMAIN platform is based on open standards and XML, it will help the adoption of eu-DOMAIN services by smaller domain service providers, as plugability of their services is facilitated through the eu-DOMAIN architecture.

#### Strategic partnerships

For making eu-DOMAIN a reality in some specific region, two things are needed: a Telco providing the communication services, and some large domain service providers. eu-DOMAIN has these partners; however, they are from different countries, so their synergies are smaller than if they were from the same country.

#### Strengths and threats

The strengths are linked to ability to providing unique services enabling domain service providers to reach their end customers, like:

- Real time device monitoring and access
- Alerts
- Location of people and devices
- Access to relevant documentation
- Videoconferencing and collaboration among workers in general
- Leveraging information and services from devices from other organisations

In doing so, it allows the end customers to buy unique services from these providers, like:

- 24x7 surveillance, monitoring and security. This in turn allows for things like e.g. 24x7 operation of some other services.
- Real time emergency handling
- Which besides the own service provided they also allow for:
- Ubiquitous service (anywhere, anytime)



- Access to all information related to the services (from EPR to device incidence history)
- Full configuration and customization

The biggest threats we see now are:

- Final implementation not up to the commercial expectations
- Lack of the communication infrastructures
- Immature domain service providers that are not prepared to buy such services because of its novelty or fear of “big brother”

Competition could mainly come from telecommunication operators (Telcos), i.e. fixed and mobile phone operators, which are the enablers for such a service. They have the basic means for a platform like eu-DOMAIN (i.e. the communication infrastructure), and they also have a huge customer base to become end customers of eu-DOMAIN services, and also a big potential for attracting domain service providers.

In Spain the largest Telco is the Telefónica Group. However, luckily one of the enterprises in this group is also a partner of eu-DOMAIN, so in Spain competence will come mainly from Vodafone and Auna, the other two relevant Telcos.

### 8.5.2 Implementation

In the final version of this exploitation plan, FORTH will describe the implementation of our exploitation strategy in terms of:

- Marketing
- Publications
- Training and education
- Management
- Organisation
- Financial estimates of revenues and costs
- Financial expectations
- Action plans

## 8.6 Telefónica I +D (TID)

### Company background

Telefónica I+D performs research and development activities mainly for the Telefónica Group companies. The Telefónica Group Companies (Telefónica Móviles, Telefónica de España, Telefónica Soluciones) will be in charge of exploiting the eu-DOMAIN results.



Partner identity:	Telefónica I+D
Country:	Spain
Web site:	www.tid.es

### Core competencies

TID bases its work on the use of the most advanced and competitive concepts and media. This requires thorough knowledge of the suitable technical capabilities over a range of basic technologies. Its artificial intelligence and software engineering experts have skills in formal methods, object oriented design and programming systems, software engineering tools, real time systems, databases and knowledge bases, Artificial Intelligence tool kits, knowledge representation and reasoning, man-machine interface, and software tools for network simulation. Its hardware and hardware-software integration groups have an in depth expertise in microprocessor-based system development, custom and semi-custom VLSI integrated circuits development, electronic component testing and characterization and microwave circuits. All the activities in TID are carried out conforming to an in-house methodology, supported with tools, which has been awarded an ISO 9001 Certification in 1994.

### 8.6.1 Exploitation strategy

The eu-DOMAIN project matches perfectly with the Telefónica interest and therefore Telefónica I+D will exploit the eu-DOMAIN platform results in different ways. The results of the eu-DOMAIN project will provide users with web service-related data through which the end-users will consume the Telefónica group basic products and services. On top of the communication infrastructure, several services will be deployed. In this way, we will target fixed and mobile users, by granting worthwhile services accessible

from very different terminals. This way TID and the Telefónica Branch companies will increase their business activities.

**Target markets and segments**

There are a lot of health and industrial companies that “buy” the Telefónica Group companies products and results. Telefónica I+D also have direct clients related to the eu-DOMAIN market, both from the health and industrial sectors.

**Geographic and organisational coverage**

Telefónica I+D is a multinational company divided into several regions. Telefónica is represented in Spain (Valladolid, Madrid, Barcelona, Huesca), Brazil and Mexico. Due to our geographical diversity the eu-DOMAIN platform will be very useful for us.

**Product strategy**

Once the project has finished, TID will exploit the eu-DOMAIN platform and the services developed, which allow us to charge for data traffic and architecture and service maintenance. Besides, new services can be built using the project’s web based architecture. TID will use the eu-DOMAIN platform for selling new value added services to its customers.

Another key point is that this project is going to be very valuable for TID’s research department, which is researching and building prototypes for many domestic applications, based on wireless communications.

**Strategic partnerships**

Strategic partnerships will be considered when implementation plans are being developed.

**Strengths and threats**

Apart from similar projects related to ambient intelligence and collaboration, eu-DOMAIN services will have to compete with specific and concrete technologies, which are not oriented to a collaborative (with other fields of application) environment. Tele-assistance global solutions, local intelligent (expert) process control systems, and of course, conventional monitoring and non computer-based systems, which will have to be proved obsolete in a convincing way.

## 8.6.2 Implementation

In the final version of this exploitation plan, FORTH will describe the implementation of our exploitation strategy in terms of:

- Marketing
- Publications
- Training and education
- Management
- Organisation
- Financial estimates of revenues and costs
- Financial expectations
- Action plans

## 9. Individual academic exploitation plans

### 9.1 University of Aarhus (UAAR)



#### Institution background

The first chapter of the University of Aarhus' history began with the inauguration of "University studies in Jutland" in Aarhus Technical College's ceremonial hall on the 11th of September 1928. The Department of Computer Science is a part of the Faculty of Science. The faculty's research efforts are supported both by grants for basic research from the Danish government and by external sources of funding. A growing part of the faculty's research activities are managed via its centres, and the centres listed are evaluated and financed by the Danish National Research Foundation, the research councils, the EU, and a number of private foundations. These centres represent special areas of strength in the faculty's research profile. In 2003, the faculty has 45 professors, 224 associate professors out of a total staff of 729 persons. 3.327 students are registered at the faculty together with 260 PhD students and 73 foreign students.

Partner identity:	University of Aarhus
Country:	Denmark
Web site:	www.daimi.au.dk

#### Core competencies

The object-oriented software systems group has more than 25 years of experience in programming languages, programming, modelling, software architecture, language implementations and software development tools. The group has been at the forefront of research within object-technology for more than 25 years and has participated in a range of national and international projects.

The main activities of the security group fall within: Digital signatures and certificates, public key infrastructures and usability aspects of security solutions. Special focus is put on security solutions for mobile and wireless applications.

#### 9.1.1 Exploitation strategy

##### Target areas and segments

The Department of Computer Science is conducting extensive research in pervasive computing and "pervasive healthcare" in particular. The research activities here may indirectly relevant to exploitation and dissemination in eu-DOMAIN. Furthermore, we have for several years worked closely in research collaborations with companies producing equipment for the industrial sector.

##### Geographic and organisational coverage

The University of Aarhus attracts international students from across the world and has a truly international research profile.

##### Research strategy

The Object-Oriented Software Systems group at the University of Aarhus has further strengthen its strong focus on software engineering for ambient intelligence and embedded systems development through among others employing PhD students in the eu-DOMAIN project. Collaboration with the technical partners will strengthen our research potential in the areas of security engineering, semantic modelling, and Grid technology.

Furthermore, graduate courses at the Computer Science Department on Software Architecture and Pervasive Computing will benefit from the experiences of eu-DOMAIN through the dissemination of achieved experiences.

##### Strategic partnerships

University of Aarhus is liasing with the public/private partnership the 'Alexandra Institute' which among others provides a way of bringing researchers and practitioners together. The results of the eu-DOMAIN project will strengthen the potential for the Alexandra Institute to further interest private companies in research collaboration.

##### Strengths and threats

If the eu-DOMAIN platform would be built on open standards, it could provide a great opportunity for integrating diverse back-end services and front-end devices in complex ways. A threat is that the

consortium itself is not sufficiently strong to bring this forward by itself; rather it needs to rely on collaboration and precisely open standards.

### 9.1.2 Implementation

In the final version of this exploitation plan, FORTH will describe the implementation of our exploitation strategy in terms of:

- Marketing
- Publications
- Training and education
- Management
- Organisation
- Financial estimates of revenues and costs
- Financial expectations
- Action plans

## 9.2 Foundation for Research and Technology – Hellas (FORTH)

### Institution background

Since its establishment in 1983, the Institute of Computer Science, Foundation for Research and Technology – Hellas (ICS-FORTH) has a relatively long history and an established tradition of internationally acknowledged excellence in conducting basic and applied research, developing applications and products, and providing services. The research directions take into consideration the state of the art, international trends, research and technological challenges worldwide, as well as the needs of the public and private sector in Greece. ICS-FORTH, always maintaining close links with industries, is a pioneering contributor towards the deployment and adoption of Information Society Technologies in Greece and plays a leading role in worldwide efforts towards the development of an Information Society accessible and acceptable by all citizens. The Centre for Medical Informatics and Health Telematics Applications (CMI/HTA) of ICS-FORTH, (the group of ICS-FORTH involved in eu-DOMAIN) was founded in 1985.

It is FORTH's strategy to make every effort to exploit its IPR and research results in whatever possible way. As an example FORTH has created a spin off company, FORTHnet S.A., which is today listed in the Athens Stock Exchange in the Telecommunications And Internet Service Provision sectors. FORTHphotonics is an other example of such a spin-off company.

### Core competencies

The R&D activities of CMI/HTA are focused on the development of innovative computer methods and tools in the area of medical informatics, eHealth, mHealth, medical imaging and bioinformatics. A number of innovative technological platforms in those areas have been developed and some of these have already reach deployment.

For a number of years, CMI/HTA worked on the development of HYGEIANet, the Integrated Regional Health Information Network of Crete (RHIN), as a pilot and a model for RHIN at a national and European level. HYGEIANet represents a systematic effort toward the design, development and deployment of advanced eHealth and mHealth services at various levels of the healthcare hierarchy, including primary care, pre-hospital health emergency management, and hospital care. Specifically, eHealth and mHealth services support the timely and effective management of patients, the synchronous and asynchronous collaboration of healthcare professionals, and the remote management of patients at home.

### 9.2.1 Exploitation strategy

In order to realise its individual exploitation opportunities CMI/HTA at ICS-FORTH, based on its previous experiences, will evaluate the possibility to exploit the eu-DOMAIN results related to the healthcare services either through the creation of a spin-off company with or without the cooperation of other consortium partners or through the licensing of its generated knowledge to commercially interested third-parties. In general, feasibility studies for creation of spin-offs, exploration of take-up activities and



Partner identity:	FORTH
Country:	Greece
Web site:	<a href="http://www.ics.forth.gr">www.ics.forth.gr</a>

establishment of a clear business framework for the commercial exploitation will be performed in cooperation with the Exploitation Manager (EM).

The exploitation activities will be focused on the most potential customers, in order to optimise time-to-market. The various exploitation options will be fully assessed and evaluated to provide recommended exploitation actions (including comprehensive future sales and marketing plans) which will then commence at the end of the project.

#### Target areas and segments

FORTH is currently finalising its business plan for a possible formation of a spin off company in the healthcare domain to undertake the responsibility to market and exploit relevant technologies. If such a company is finally established in the near future, it would be the natural channel for exploiting potential results of eu-DOMAIN.

Elderly, chronically ill and citizens in remote and isolated areas represent the obvious groups that would potentially subscribe to a eu-DOMAIN type of service. For example, in Greece both FORTHnet and the National PTT (OTE) are already operating a service (call centre) offering medical advice to citizens/customers at home, with close to 15,000 customers. Also, a dedicated private company named CardioExpress S.A. is also commercially offering similar services focused on cardiological related problems, etc. The need for the envisaged eu-DOMAIN services is very urgent for a number of population segments, such as elderly, home rehabilitation, high risk patients, and people in very remote and isolated areas.

The eu-DOMAIN service platform could also, if extended beyond individual countries into a pan-European Service Platform, address the needs of other markets, such as the travelling citizen. This could prove a very important market if we take into consideration that 1) the tourist "influx" in the Mediterranean Region in 2010 is expected to rise to approximately 210 millions people from something close to 190 millions which is today, and 2) a taxonomy of health related problems in the "travelling population" is as follows:

- |   |             |
|---|-------------|
| • some minor health problem(the traveller took some medication) | 1 : 2       |
| • serious health problem without communication with a doctor    | 1 : 4       |
| • serious health problem and communication with a doctor        | 1 : 12      |
| • stayed in bed   | 1 : 17      |
| • could not go to work upon return                              | 1 : 50      |
| • got hospitalized upon return (0,5%)                           | 1 : 200     |
| • required a air-transportation back to his/her country(0,6‰)   | 1 : 1,700   |
| • died abroad   | 1 : 125,000 |

Available estimates indicate that there is approximately 400,000 medical assistance cases annually in Europe and they are increasing with a rate of 10% annually.

#### Geographic and organisational coverage

FORTH is primarily located in the island of Crete. Greece overall is an area with high geographical diversity, a large numbers of small and medium sized islands and very many sparsely populated or isolated areas in the mainland. In such an environment the need for exploiting technology to bridge distance and to deliver quality services for healthcare monitoring and remote health management is obvious. FORTH would be interested to exploit eu-DOMAIN results nationally, in Cyprus (due to language) and in the wider Balkan Region.

FORTH will mainly be involved in support for Greek-speaking market and in the investigation of research benefits from project involvement and exploitation of outcomes. Thus, FORTH will cooperate with the consortium partners in the preparation of a project brochure and a newsletter to potential service providers, in the promotion in trade fairs and in the design of a business environment which can provide the framework for post-project commercial exploitation.

#### Research strategy

The R&D directions of CMI/HTA are carefully selected based on international trends in state-of-the-art solutions for the healthcare sector, R&D challenges world wide, as well as the needs of the public and private sector in Greece. The eu-DOMAIN will continue to contribute directly to our research activities.

FORTH will also take part to clustering activities in order to disseminate and increase awareness of the eu-DOMAIN services, stimulate synergies and avoid duplication of work, possible integrating functionality with other projects, finding collaboration partners in the new member states and last, but not least, facilitate exploitation of the eu-DOMAIN services.

#### **Strategic partnerships**

FORTH, as a research institution, public body and no-profit organization, will cooperate with the partners of the consortium in Greece and in Europe in order to build a critical mass for the exploitation of eu-DOMAIN.

FORTH will participate in the development of detailed joint exploitation strategies once the platform has been clearly defined, societal issues have been clarified and realistic business models have been developed. From this framework, potential target groups in different sectors will be identified, analysed and prioritised according to commercial attractiveness.

Such exploitation would take place either through FORTH's spin-off in the healthcare domain or through collaborations with other ICT companies. Amongst its close and strategic partners are:

- FORTHnet S.A. a telecommunications and Internet Service Provider (a spin-off company of FORTH)
- SIEMENS and Siemens Medical. They are not involved in eu-DOMAIN, although they would be interested to explore commercialisation of the eu-DOMAIN platform and services.

CMI/HTA at ICS-FORTH has always had its main focus within the healthcare market. However, FORTH will fully cooperate in the discussions amongst partners about the creation of a joint venture vehicle in order to support the availability of a working eu-DOMAIN platform in a prolonged period after the end of the project.

#### **Strengths and threats**

Based on our experiences from analysing service offering at a national level and from our knowledge of the European and international state of the art, we believe that the envisaged eu-DOMAIN service offering of mobility and autonomy of the citizen will be the key advantage of eu-DOMAIN when compared with current service offering. The present technological solutions are at a primitive level of technological development and do not encompass substantial technological innovation. Although one expects significant competition and barriers to market entry of new entities from existing stakeholders, we believe that the technological advantages of eu-DOMAIN are such that no real competition will exist. Obviously channels to market, collaborations and service packaging will play an important role for market acceptance.

### **9.2.2 Implementation**

In the final version of this exploitation plan, FORTH will describe the implementation of our exploitation strategy in terms of:

- Marketing
- Publications
- Training and education
- Management
- Organisation
- Financial estimates of revenues and costs
- Financial expectations
- Action plans

## **10. Individual user exploitation plans**

The individual user exploitation plans in this section will be developed after the result of the user validation has taken place using the concept of European Awareness Scenario Workshops.

### **10.1 Grundfos Management A/S (GMA)**

Company background

Core competencies

#### **10.1.1 Exploitation strategy**

Target markets and segments

Geographic and organisational coverage

Product strategy

Strategic partnerships

Strengths and threats

### **10.2 Eastern Birmingham Primary Care Trust (EBPCT)**

Company background

Core competencies

#### **10.2.1 Exploitation strategy**

Target markets and segments

Geographic and organisational coverage

Product strategy

Strategic partnerships

Strengths and threats

## 11. Joint exploitation plan

The partners involved in the project can individually realise economic benefits from the results of the project in a number of ways. However, since the product contains a wide range of diverse technologies, the most effective exploitation will be for the partners to continue to work together in a more formal cooperation after the project has ended. The nature of such a 'joint venture vehicle' is in the progress of being determined using the questionnaire in Appendix B.

If the consortium can agree on a joint venture vehicle, we will build model for this and provide a full description in the final version of this deliverable. The model will be influenced by the business model analysis.

The early intention is to establish eu-DOMAIN as a stand-alone business available to potential users throughout Europe initially, and then potentially worldwide. It is expected that the joint venture will cover sufficient technological ground to be able to offer and operate a complete Europe-wide eu-DOMAIN platform.



## 12. Appendix

### 12.1 Appendix A: Model Service Level Agreement for eu-DOMAIN

The following framework for a Service Level Agreement is intended to serve as a model for the partners individual exploitation of the eu-DOMAIN service in their respective markets.

## **Service Level Agreement**

This agreement, including all its Annexes (the "Contract") is made effective  
as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007 (the "Effective Date") by  
and between

### **CUSTOMER**

Address  
CUSTOMER

**AND**

### **Service Provider**

Address  
(SERVICE PROVIDER)

**FOR**

**A eu-DOMAIN - Ambient Intelligence System**

## Table of Contents

<b>SECTION</b>	<b>PAGE</b>
1 Introduction	
2 Definitions	
3 Scope of Supply	
4 Requirements and Specifications	
5 Time Schedule	
6 Delivery	
7 Acceptance Procedure / Plan	
8 Obligations of the Parties	
9 Changes	
10 Warranty	
11 Prices	
12 Payment	
13 Agreed Penalty	
14 Liability	
15 Intellectual Property Rights (IPR)	
16 Force Majeure	
17 Miscellaneous	
18 Assignment	
19 Contract Period	
20 Termination	
21 Cancellation	
22 Applicable Law/Jurisdiction	
23 Disputes	
24 Notices	
25 Signatures	

## **LIST OF ANNEXES TO THE CONTRACT:**

<b>ANNEX</b>	<b>TITLE</b>
01.	Definitions
02.	Aml Solution to CUSTOMER
03.	Training and Documentation
04.	Testing and Acceptance test
05.	Time Schedule
06.	Prices
07.	Service Level Agreement – SLA
08.	Maintenance Agreement
09.	Marketing Plan
10.	Special Developments
11.	Security and Privacy Agreement
12.	Options

### **NOTE:**

The Annexes form an integral part of this Contract.

# 1. Introduction

In connection with the implementation of an Ambient Intelligence System and software services hereinafter called the "SYSTEM", SERVICE PROVIDER and CUSTOMER referred to as the parties, have entered into this Agreement ("Contract").

The purpose of this Contract is to ensure deliveries and services defined in the Scope of Supply to CUSTOMER and legal successors, with the correct quality and function, at the correct time, at the correct delivery address, in the correct quantities and at agreed prices, all in accordance with the provisions given in this Contract.

## 2. Definitions

For the purpose of this Contract, words and abbreviations shall have the meaning assigned to them in Annex 00, unless the subject matter or context would obviously require otherwise.

## 3. Scope of Supply

SERVICE PROVIDER undertakes to supply to CUSTOMER the hardware and services as described in Annex 01, comprising the following deliverables:

- Gateways and Devices (Hereinafter referred as hardware)
- Software Services Rights of use
- Access to SERVICE PROVIDER Aml Server
- Installation & commissioning
- Maintenance and support services, as set out in Annex 09.
- Training of CUSTOMER's personnel as set out in Annex 03.
- Documentation as set out in Annex 03.

SERVICE PROVIDER undertakes to implement the SYSTEM in accordance with the specifications set out in Annex 01.

For a period of 2 years after the acceptance of a delivery, SERVICE PROVIDER is obliged to carry out repairs at CUSTOMER's request on the components delivered under this Contract.

Subject to a valid Maintenance Agreement between the Parties, SERVICE PROVIDER is obliged to carry out maintenance and support at CUSTOMER's request on the system.

## 4. Requirements and Specifications

SERVICE PROVIDER shall be responsible for ensuring the overall technical and functional performance of the SYSTEM and services set out in Annex 01.

## **5. Time Schedule**

### **5.1 General**

SERVICE PROVIDER and CUSTOMER undertake to fulfil their obligations under this Contract in accordance with the agreed Time Schedule set out in Annex 06 and any agreed extensions thereto.

### **5.2 Delays**

A Party to this Contract shall immediately inform the other Party in writing whenever there is reason to believe that circumstances exist or might arise which may result in the Party in question not being able to fulfil its obligations under this Contract according to the Time Schedule.

If the Parties at any time consider it likely that either of the Parties will not be able to fulfil its obligations on the dates set out in the Time Schedule, then the Parties shall meet and negotiate to determine what action is required. Any action that might be taken as a result does not prejudice the rights or remedies the Parties may have under this Contract.

## **6. Delivery**

### **6.1 Contractual Date of Delivery**

The SYSTEM shall have been delivered and successfully tested according to Article 7 and Article 6.2 on the Contractual Date of Delivery set out in the Time Schedule as given in Annex 06.

Terms of delivery under this Article 6 shall be interpreted in accordance with the provisions of the INCOTERMS 1990.

### **6.2 Actual Date of Delivery**

The acceptance of the SYSTEM or parts thereof shall be the date when it has been demonstrated that all relevant requirements of this Contract are met and the Acceptance Certificate has been issued.

It is recognised by the Parties that even after the Actual Date of Delivery, some minor defects and deficiencies that are non-essential for the proper operation or maintenance of the SYSTEM might exist. The Parties shall by agreement in writing enter these defects or deficiencies into a list of defects, which shall include a time schedule for the necessary corrective measures to be taken by SERVICE PROVIDER.

CUSTOMER shall without undue delay give a written statement of acceptance or reject the SYSTEM in writing when the acceptance test has taken place.

### **6.3 Delivery time**

#### **6.3.1. The SYSTEM**

The Contractual Date of Delivery for the system or parts thereof is set out in the Time Schedule and Project Plan Annex 06, and any agreed amendments thereto.

#### **6.3.2. Installation**

Installation of Equipment shall be performed in a professional and careful manner in accordance with the Contract.

### 6.3.3 Commissioning

[To be inserted and relating to the SLA from Hosting organisation]

### 6.3.4 Training and Documentation

SERVICE PROVIDER shall provide training and documentation in accordance with Annex 02 – Training.

## 6.4 Place of delivery

The SYSTEM: *Place*

Trial installation: *Place*

Components: *Place*

Deliveries shall, unless otherwise agreed, be made FCA pursuant to INCOTERMS 1990, including packing, but excluding other taxes.

## 6.5 Subsequent deliveries

Deliveries set out in Annex 06 – Time Schedule shall be made FCA at \_\_\_\_\_ premises or at third party premises given by SERVICE PROVIDER. Subsequent orders will be subject to a separate time schedule to be regulated in a separate amendment to the Contract.

## 6.6. Risk Passing

The risk for the Equipment shall pass to the CUSTOMER at the actual date of delivery.

## 7. Acceptance Procedure / Plan

The detailed acceptance procedure/plan and criteria are set out in Annex 04 - Testing and Acceptance Test.

Except to the extent otherwise specifically provided for in this Contract, SERVICE PROVIDER shall according to Annex 04, be obliged to

- 1) prepare reports and Acceptance Certificates as to the results of the acceptance procedure.
- 2) perform and supervise all agreed tests needed for CUSTOMER's successful acceptance of the SYSTEM delivered.

and

- 3) provide with or place at CUSTOMER's disposal, as the case may be, all agreed special equipment, special tools, programmes (software), labour, supplies, and services required for the performance of the said acceptance procedure,

If SERVICE PROVIDER is prevented from performing the acceptance testing by a cause for which CUSTOMER is responsible, CUSTOMER shall be deemed to have taken over the SYSTEM not later than 30

days from the date when acceptance testing would have been completed but for such prevention, and a certificate shall be issued accordingly and payment effected.

## **7.1 Acceptance of the SYSTEM & Products by CUSTOMER**

To the extent provided for in this Contract, all deliveries included in the Scope of Supply shall be subject to CUSTOMER's acceptance. No such acceptance shall affect SERVICE PROVIDER's obligations hereunder or at any time limit CUSTOMER's right to demand that the Scope of Supply shall satisfy the agreed specifications and requirements of this Contract, unless otherwise agreed.

Should CUSTOMER not inform SERVICE PROVIDER of any defects in accordance with Annex 03 within the stated timeframe, the Products shall be considered delivered without defects and accepted by CUSTOMER.

## **8. Obligations of the Parties**

### **8.1 General**

Should the agreed Time Schedule and/or Contractual Date of Delivery be delayed due to any act or default on the part of the CUSTOMER, its servants or agents or other contractors and/or subcontractors employed by CUSTOMER, or any event for which CUSTOMER is responsible, reasonable extension of time for completion shall be given and CUSTOMER shall compensate SERVICE PROVIDER for any resulting waiting time at prevailing daily rates and documented extra expenses, if any, resulting from such delay which are brought upon him due to CUSTOMER.

### **8.2 Obligations of SERVICE PROVIDER**

#### **8.2.1 Services**

SERVICE PROVIDER shall

- Make available to CUSTOMER with the defined Services in accordance with the eu-DOMAIN Solution Description listed in Appendix 02

- Ensure the services availability and performance levels stipulated in the SLA attached as Appendix 10

- Ensure that security and privacy aspects are in full accordance with the security levels stipulated in the Security and Privacy Agreement attached as Appendix 11

- Provide second line telephone support set out in Appendix 09 and perform the backup procedures set out in Appendix 10 and ensure the security and surveillance level set out in Appendix 11.

SERVICE PROVIDER shall endeavour to maintain reasonable security procedures to prevent any third party's unlawful access to the Services and data processed by the Services. However, in no event may SERVICE PROVIDER be held responsible for (i) a third party attempting to or gaining access to the Services or data processed by the Services, (ii) a third party's surveillance or collecting of traffic or data, or (iii) a third party's deliberate attack on the Services, Licensee's or any End User's data or Licensee's or End User's systems or network units resulting in breakdowns or reduced availability.

### **8.3 Obligations of CUSTOMER**



### **8.3.1 Information and Access**

CUSTOMER shall provide the following:

- i) ( data connection \_\_\_\_\_ )
- ii) ( e-mail to (service) gateway, \_\_\_\_\_ )
- iii) ( End User information, choice of services \_\_\_\_\_ )

### **8.3.2 "CUSTOMER"'s Installation, Maintenance and First Line Support**

CUSTOMER shall undertake to arrange installation of hardware with End Users via a third party installer in accordance with the system description in Annex 02., and is responsible for all matters in this regard, including connection and introductory testing as described.

CUSTOMER shall not interfere with, alter or modify the Hardware.

### **8.3.3 CUSTOMER's Marketing Activities**

CUSTOMER shall make reasonable endeavours to actively promote the sale of the Services and the Products, always provided that the marketing activities are carried out in accordance with fair marketing practices and in a manner which favourably preserves the goodwill and market position of the Services, Products and SERVICE PROVIDER.

The Licensee shall establish and maintain a sales and local systems organisation with a high competence level.

The Business, Marketing and Budget Plan applicable from the time of conclusion of the Agreement are set forth in Annex 12. No later than 3 months before the end of a calendar year the Licensee shall complete and forward to SERVICE PROVIDER for approval a Business, Marketing and Budget Plan for the following year. In the event that CUSTOMER's Business, Marketing and Budget Plan is not approved by SERVICE PROVIDER, SERVICE PROVIDER is, irrespective of any other notice periods, termination conditions, etc., contained in the Agreement, entitled to terminate the Agreement by giving at least 3 [three] months notice in writing to expire on the first day of a month.

SERVICE PROVIDER shall make brochures and other standard sales materials available to CUSTOMER at the prices set by SERVICE PROVIDER.

### **8.3.4 Branding**

CUSTOMER is obliged to make use of the SERVICE PROVIDER eu-DOMAIN logo in all marketing and sales initiatives on the market.

### **8.3.5 CUSTOMER's Training Obligations**

CUSTOMER shall purchase training services to the extent and at the prices set forth in Appendix 03 in order for CUSTOMER at all times to be able to provide installation and support to the End Users on a high competence level and in accordance with best industry practices.

## **9. Changes**

## 9.1 General

The Parties recognise that changes to SERVICE PROVIDER's Scope of Supply and to the Parties obligations under this Contract may be necessary or desirable after the Parties have entered into this Contract.

## 9.2 Changes requested by CUSTOMER

SERVICE PROVIDER agrees to effect all reasonable changes which CUSTOMER may request, in accordance with the terms and conditions of sub-Article 9.5. SERVICE PROVIDER reserves a right not to effect such changes that are proven to have significant and fundamental effect on the SERVICE PROVIDER product programme.

## 9.3 Changes proposed by SERVICE PROVIDER

SERVICE PROVIDER shall inform CUSTOMER in writing about any change that SERVICE PROVIDER deems necessary to improve its Scope of Supply or to implement new technology that comes to SERVICE PROVIDER's knowledge during the term of this Contract and which is not already known to CUSTOMER.

## 9.4 Change of SYSTEM software

"CUSTOMER" shall at any time default accept that, SERVICE PROVIDER or a subcontractor "third party licensor", system software and parts hereof is subject to general changes, upgrades and corrections defined and set out by SERVICE PROVIDER, at the time and interval proposed by SERVICE PROVIDER. The change of system software will not negatively affect the performance and functionality of the software installed and operational at the CUSTOMER's system installation.

CUSTOMER and SERVICE PROVIDER shall in cooperation, arrange to test and verify the change to the software in such manner, that the change will make no damage to the system in operation.

## 9.5 Supplementary Agreements

For each change, whether proposed by SERVICE PROVIDER or required by CUSTOMER, SERVICE PROVIDER shall provide CUSTOMER with a written Change Proposal. Such a Change Proposal shall set forth in detail the change to SERVICE PROVIDER 's Scope of Supply, any change to CUSTOMER's obligations, and the consequences of the proposed change on the prices, Time Schedule and other terms and conditions. Any options or alternatives shall also be described.

Any change made pursuant to this Article must be agreed between the Parties in the form of a written Change Order.

SERVICE PROVIDER shall not commence any work based on such a Change Proposal until a signed Change Order is submitted by CUSTOMER. If CUSTOMER so requests in writing, SERVICE PROVIDER shall nevertheless be obliged to commence and carry out minor or urgent changes, notwithstanding that a written Change Order may not have been prepared.

# 10. Warranty

## 10.1 General

SERVICE PROVIDER warrants the Hardware to be free from defects/errors in material and workmanship for a period of 24 months from Actual Date of Delivery and the Software to function in all respects in accordance with the agreed specifications and requirements of this Contract for a period of 90 days from Actual Date of Delivery.

SERVICE PROVIDER warrants that the SYSTEM delivered to CUSTOMER conforms to the agreed specifications and requirements as specified in Annex 02.

Any defect covered by the above warranty arising during the applicable warranty period, will be repaired or the defective item or media will be replaced, at SERVICE PROVIDER's option, when returned by CUSTOMER, freight prepaid - to the designated place of repair in accordance with SERVICE PROVIDER's authorisations and instructions. SERVICE PROVIDER shall bear the freight costs when returning repaired/replaced units to CUSTOMER.

This warranty does not cover defects which are caused by faulty maintenance from CUSTOMER's side, by alterations or repairs undertaken without SERVICE PROVIDER's written approval or which are caused due to misuse, negligence, or accident.

Additionally extended warranty and Support/Maintenance can be provided under a Support and Maintenance Agreement, if so ordered by CUSTOMER. Reference is made to Annex 09.

## **10.2 Notification of Defects**

CUSTOMER shall without undue delay notify SERVICE PROVIDER of any defect. Notification of defects and requests for Corrective Measures shall be made in writing, accompanied by sufficient documentation. Any notification shall include a detailed description of the defect.

## **10.3 Corrective Measures**

During the warranty period SERVICE PROVIDER shall without undue delay attempt to correct all defects reported by CUSTOMER within 10 working days calculated from receipt at the SERVICE PROVIDER's Service Centre of the defective Equipment and up to return-shipment to the CUSTOMER. If SERVICE PROVIDER can document that the time needed for correction is longer than 10 working days, the Parties shall agree on a time schedule for correcting the defect.

## **10.4 Warranty for software in service**

SERVICE PROVIDER warrants that the Software service licensed under the Contract satisfies the agreed specifications of Annex 02, and is reasonable bug free.

During the applicable warranty period, SERVICE PROVIDER undertakes to correct any faults or defects covered by the warranty and to deliver Software bug fixing to CUSTOMER, at no extra cost.

If CUSTOMER so requests, SERVICE PROVIDER shall co-operate with other suppliers to CUSTOMER regarding contributions which may interface the SYSTEM with CUSTOMER's systems.

Assistance will be provided at SERVICE PROVIDER's then current hourly rates and material and travel charges, unless the rates/charges have been agreed in Annex 07.

## **10.5 Assistance by CUSTOMER**

During the warranty period, CUSTOMER shall place the SYSTEM at the disposal of SERVICE PROVIDER in such a manner that SERVICE PROVIDER can commence correction of faults without any further preliminary work. CUSTOMER shall provide reasonable assistance, including making available fault

reports, data files, logs and similar items concerning the SYSTEM, as well as additional computer resources required to reproduce the conditions existing at the time the defect appeared.

CUSTOMER shall make remote diagnostic access available to SERVICE PROVIDER. Routines to this effect shall be separately agreed between the parties.

## 11. Prices

### 11.1 General

All prices under this Contract are given in (currency) and are specified in Annex 07.

Subject to the above, SERVICE PROVIDER reserves the right to adjust all prices respectively. The adjustment will take place annually or if the general market price index reflects a significant change.

## 12. Payment

### 12.1 Payment Terms

At instalment: (\_\_\_\_\_)

After acceptance test: (\_\_\_\_\_).

### 12.2 Invoicing

SERVICE PROVIDER will invoice CUSTOMER in accordance with Article 13.1.

The invoice shall be forwarded to CUSTOMER at the following address:

Name

Street

Postal, City

Country

Reference

### 12.3 Payment

Payment shall be effectuated by CUSTOMER within (thirty) 30 Days after receipt of a correct invoice.

### 12.4 Interest

In the event of delay in payment, CUSTOMER shall pay an interest of 3% above the basic interest rate of the European Central Bank on any outstanding amounts.

## 13. Agreed Penalty

### 13.1 Delays Caused by SERVICE PROVIDER

If the Actual Date of Delivery for a specified delivery, ref. Annex 05 - Time Schedule, is later than the Contractual Date of Delivery for that delivery, and the delay is not caused by CUSTOMER or a Force Majeure occurrence, SERVICE PROVIDER shall pay CUSTOMER an agreed penalty according to Article 14.2.

## **13.2 Agreed Penalty**

SERVICE PROVIDER shall pay an agreed penalty amounting to (X) per cent of the agreed price based on service in operation for each commenced calendar week of delay up to a maximum of ten (10) calendar weeks (max. X%) of the calculation basis.

If CUSTOMER cannot accept the SYSTEM as such, the penalty as set out in this sub clause shall be calculated on the full price for the ordered SYSTEM in question.

The agreed penalty shall be payable irrespective of whether the delay has caused CUSTOMER to suffer financial loss or not.

Payment of penalties shall be SERVICE PROVIDER's sole liability and CUSTOMER's sole remedy in case of delay during the first 10 weeks of delay. There after CUSTOMER may subject to prior written notice and Article 20 cancel the order in question and/or, subject to Article 15.3, claim compensation for direct costs due to the delay.

Already paid penalties shall be deducted from CUSTOMER's claim.

## **14. Liability**

### **14.1 General**

Any damage to the SYSTEM or Documentation supplied or to be supplied by SERVICE PROVIDER occurring before the relevant time according to Article 12.1 when the risk of damage or loss to the SYSTEM passes to the CUSTOMER shall be remedied by SERVICE PROVIDER at its own expense, provided that the damage or loss has not been caused by negligent or will full act or omission by the CUSTOMER or anybody employed by CUSTOMER. If the damage or loss has been so caused by the CUSTOMER, SERVICE PROVIDER shall nevertheless, if CUSTOMER so requests, remedy the damage and loss, at the expense of the CUSTOMER at a reasonable price to be agreed between SERVICE PROVIDER and CUSTOMER.

### **14.2 Other indemnification**

Either Party shall indemnify and hold the other Party, and its officers, servants and employees harmless from any direct loss, damage or expense on account of damage to property and injury , including death, to all persons, including but not limited to employees of the suffering Party, arising out of or resulting from any act or omission of the failing Party, its subcontractors, or anybody for which the failing Party or its subcontractors are responsible, in performance of its obligations under this Contract. With respect to the SYSTEM and Documentation this sub clause 15.2 shall apply only after the time risk of loss and damage has passed to CUSTOMER. Before that time sub clause 15.1 shall prevail.

### **14.3 Limitation of Liability**

Neither Party shall be liable for indirect or consequential damages or losses, including but not limited to loss of income or profit, loss of data and/or loss of opportunities and use.

The total aggregate liability of SERVICE PROVIDER under this Contract shall in no event exceed the price for the order giving rise to a claim.

## 15. Intellectual Property Rights (IPR)

### 15.1 General

SERVICE PROVIDER agrees to indemnify and hold CUSTOMER harmless against any claim for an infringement or alleged infringement of any IPR relating to the use of the Scope of Supply delivered under this Contract, provided the Scope of Supply has not been changed by CUSTOMER or by any third Party for which CUSTOMER is responsible without the prior written consent of SERVICE PROVIDER.

SERVICE PROVIDER undertakes to defend at its own expense any claim, suit or proceeding based upon any claim that the Scope of Supply or the use thereof infringes any IPR, property right or pending IPR or property right, and to hold CUSTOMER and its employees and representatives harmless against any cost and liability therefore.

In the event the Scope of Supply or the use of the Scope of Supply under this Contract is held to constitute infringement, and where its use is enjoined, SERVICE PROVIDER will without undue delay at its own option and expense:

- i. procure for CUSTOMER the right to continue the use; or
- ii. replace or modify the Scope of Supply so that it no longer infringes, while maintaining full compliance with the specifications set out in Annex 01.

Any such replacement or modification shall, however, be approved in advance by CUSTOMER, whose approval shall not be unreasonably withheld. CUSTOMER shall without delay inform SERVICE PROVIDER in writing of any claim that has come to the attention of CUSTOMER. SERVICE PROVIDER shall have sole control of the defence against such actions and of all negotiations for settlement and compromise thereof.

If SERVICE PROVIDER is unable to successfully procure the right to continue the use for CUSTOMER or to replace or modify the Scope of Supply as described in ii. above, SERVICE PROVIDER shall have the right to terminate the Contract upon repayment to CUSTOMER of all payments of any kind made by CUSTOMER to SERVICE PROVIDER under this Contract, less a reasonable amount for use and wear and tear and CUSTOMER's return of the Equipment. Subject to agreement between the Parties the Contract may be terminated partly, with a corresponding obligation on SERVICE PROVIDER to repay only parts of payments made by CUSTOMER to SERVICE PROVIDER under the Contract.

CUSTOMER shall provide all available information necessary to support SERVICE PROVIDER or its subcontractors if they are alleged to have infringed upon a third party's IPR. Such support shall, however, be within reasonable limits, and shall be without expense to CUSTOMER.

### 15.2 Software License

### 15.3 General

The following license terms shall apply for" CUSTOMER's" use of any software made available by SERVICE PROVIDER hereunder. "Software" shall mean any digital instruction sequences or control data contained on any media, as well as associated documentation used to describe and use the same. The term "Software" shall also include any enhancement, modification, extension, part, portion or expansion thereof or implementation or downloading from network of any of the foregoing, or back-up copies.

### 15.4 Grant of license rights

CUSTOMER is hereby granted a non-exclusive right of use of the Service made available for its own internal business purposes within the scope of the Contract and subject to the particular type of license acquired.

CUSTOMER shall not without the prior written consent of SERVICE PROVIDER (a) modify the Software; (b) transfer or copy the Software except for temporary transfer in the event of computer malfunctions and a single backup or archival copy; (c) remove any trademark, trade name, copyright notice or other proprietary notice from the Software, and the CUSTOMER shall be responsible for the conservation of the same in and on any back-up copy of the Software; (d) disclose or make the Software available to any other party or permit others to use it except "CUSTOMER's employees and agents who use it on "CUSTOMER's" behalf and who have agreed to these license terms, (e) translate, reverse engineer, decompile or disassemble the Software unless otherwise provided for under mandatory laws and regulations; or (f) perform or release benchmarks or other comparisons of the Software. CUSTOMER shall comply with all relevant export control regulations and restrictions of the United States of America and Denmark to assure that the Software shall not be exported/re-exported, directly or indirectly, in violation of the laws of the United States of America and Denmark.

The Software may contain authorisation keys and license control utilities, which may not be modified or made inoperable by CUSTOMER. Authorisation keys may be installed and enabled for use in only one license control utility.

This software license also comprises third party software forming part of the Software delivered hereunder, it being understood that the third party licensors' liabilities for damages relating to such software do not extend to CUSTOMER.

Ownership to the Software shall always remain with the SERVICE PROVIDER and its licensors.

CUSTOMER shall maintain adequate records of the installation and site of the Software and make such records available to SERVICE PROVIDER or the relevant third party licensor at SERVICE PROVIDER's request.

If CUSTOMER materially breaches this software license, SERVICE PROVIDER may, subject to a prior written notice of 5 working days, terminate the license with immediate effect, whereupon CUSTOMER shall discontinue use and return to SERVICE PROVIDER all Software, associated documentation and copies thereof within 10 days.

## **16. Force Majeure**

If an extraordinary situation arises as defined in Annex 00 - Definitions - and the Parties are thereby prevented from fulfilling their obligations under this Contract, the obligations of the Parties shall be suspended for the period during which the extraordinary situation exists.

If one of the Parties is affected by Force Majeure as described above, the other Party shall have the right to cancel the Contract with 14 (fourteen) Days' written notice if the situation lasts for more than 90 (ninety) Days.

Immediately after the coming into existence of a Force Majeure situation which will cause a delay, and immediately after the situation ceases to affect the contractual relationship or the performance of obligations under this Contract, the Party intending to plead Force Majeure shall notify the other Party of the relevant dates. If this is not done, the right to demand a suspension of obligations is forfeited.

No extraordinary situation shall be considered a case of Force Majeure if the Party concerned ought to have been aware of the situation at the time of signing this Contract.

Both Parties shall make all reasonable efforts to mitigate the effects of any delay caused by an event of Force Majeure.

## **17. Miscellaneous**

### **17.1 No-Waiver**

The failure of either Party to insist upon strict adherence to any term or condition of this Contract on any occasion shall not be considered a waiver of any right to insist upon strict adherence to that term or condition or any other term or condition of this Contract.

## 17.2 Confidential Information

All commercial and/or technical information, data, specifications, drawings, other documents and Software (collectively "the Confidential Information") supplied by a Party hereunder, shall remain the exclusive property of that Party and these terms shall under no circumstances be construed or interpreted as an assignment of present or future intellectual property rights or similar rights to CUSTOMER or visa versa.

A Party shall at all times treat Confidential Information received from the other Party as the other Party's confidential property and shall under no circumstances disclose the same to any third party or use the Confidential Information for any purpose other than that expressly contemplated hereby.

## 17.3 Language

Training to be provided by SERVICE PROVIDER shall preferably be in the (\_\_\_\_\_) language.

All notices and other communications between the Parties shall be in the (\_\_\_\_\_) language.

## 17.4 Project Management and Organisation

For the continuous supervision of the Parties' performance under this Contract, SERVICE PROVIDER and CUSTOMER shall form joint project groups and other reference groups dependent on the subject to be discussed. The project groups shall meet when decided upon by the Parties preferably at a given frequency, or when required by one of the Parties.

Each Party shall bear all costs for its own representatives. Minutes of all meetings shall be taken by CUSTOMER and signed by one authorised representative of each Party.

The technical project group is authorised to make decisions within the technical scope of the Scope of Supply only. A proposed technical change or correction which may effect prices or any contractual date of delivery, or otherwise influence on any commercial decisions shall be informed in writing to the Parties who may agree in a change or addition to this Contract, see sub clause 9.4 above.

A decision binding on the Parties shall be deemed to have been made only if it is of technical nature and all the representatives of both Parties agree and the decision is contained in duly signed minutes. It is understood that the technical project group shall not be authorised to make decisions that will affect prices or the Contractual Date of Delivery or otherwise decisions resulting in modifications of the Contract.

In the event that any of the representatives deems a question to fall outside the authority or competence of the technical project group, the question shall be referred to the Parties commercial group.

The Parties shall establish a commercial project group - meeting regularly, if so requested by one of the Parties - handling all commercial issues and preparing any Contract modifications.

## 17.5 Advertising

Each Party must obtain permission from the other Party in advance if he desires to disclose information about the Contract to the public, for advertising purposes or otherwise, beyond citing the delivery as a general reference. SERVICE PROVIDER undertakes to include a similar Article in all sub-contracts.



## **17.6 Options**

The provisions of this Contract shall apply to all options contained herein. CUSTOMER shall during a period of time commencing on the date of the Contract is signed by both parties and identified in Annex 07 (Prices) and Annex 08 (Options) have the right, but not the obligation, to order from SERVICE PROVIDER such optional Equipment and services as are set out in Annex 08 Options. SERVICE PROVIDER undertakes to deliver optional equipment, spare parts, documentation and training ordered in accordance with a time schedule agreed between the Parties.

## **17.7 Maintenance and Support**

SERVICE PROVIDER is obliged upon request of CUSTOMER to offer support and maintenance, Service level agreements as set out in Annex 08 Service Level Agreement.

## **18. Assignment**

Neither Party may assign its rights and obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld.

## **19. Contract Period**

This Contract comes into force when signed by both Parties, and is valid for two (2) from the date of signing,

The Contract may thereafter be renewed successively for periods of 12 - twelve- months at a time, provided the Parties agree of the renewal in writing prior to the expiry of the current period of validity.

Should the Contract cease to be valid and binding on the parties, the Contract's terminations, cancellation or expiry shall not result in any limitation of or have any effect on the Parties liabilities and responsibility for the individual orders placed under this Contract

## **20. Termination**

### **20.1 General**

The contract, may be terminated at any time by 180 – onehundred and eighty - Days written notice from CUSTOMER. Such notice shall specify the effective date of termination and the actions to be taken by SERVICE PROVIDER in connection with the termination. If such termination is not due to SERVICE PROVIDER's material failure to fulfil his obligations, which would entitle CUSTOMER to cancel the Contract, or parts of it, CUSTOMER shall pay the price for all work performed, for material and administration on the amount of work performed under the Contract, and refund any other direct cost incurred to SERVICE PROVIDER due to the termination, deducting amounts previously paid.

## **21. Cancellation**

### **21.1 General**

Either Party may cancel this Contract in its entirety with immediate effect by written notice, if the other Party:

- i. has become or has been declared bankrupt or otherwise insolvent, or has entered into liquidation proceedings; or
- ii. has entered into composition proceedings with its creditors or has taken any action in furtherance of such proceedings or has disposed or is contemplating disposing of all or a major part of its assets; or
- iii. is in material breach of Contract, and fails to cure the breach within a reasonable period of time not exceeding 30 (thirty) days or any agreed extension thereof after having received due written notice; or
- iv. has claimed Force Majeure, where such a Force Majeure occurrence is of more than ninety (90) days' duration.

Cancellation shall not apply to Equipment which already have been accepted and/or subjected to commercial use by CUSTOMER according to the Contract.

## **21.2 Consequences of Cancellation by a Party**

Cancellation of this Contract for any reason shall be without prejudice to any rights, liabilities and obligations that may have accrued to either Party hereunder prior to the cancellation.

If SERVICE PROVIDER cancels this Contract in accordance with the provisions of above Article 21.1, except in cases of Force Majeure, all amounts outstanding in respect of the Equipment and services shall be immediately due and payable and SERVICE PROVIDER shall have the right to demand payment of the Equipment set aside and/or ordered by him for the performance of this Contract at the value that can reasonably be attributed to such Equipment.

If CUSTOMER cancels this Contract wholly or partly in accordance with the provisions of the above Article 21.1, except in cases of Force Majeure, CUSTOMER shall be entitled to claim from SERVICE PROVIDER sums up to all amounts paid by CUSTOMER to SERVICE PROVIDER under this Contract prior to the effective date of the cancellation.

## **21.3 Consequences of Cancellation due to Force Majeure**

Cancellation due to Force majeure shall not lead to any claim for compensation by either Party.

## **22. Applicable Law/Jurisdiction**

### **22.1 Governing Law**

The rights and obligations of the Parties under this Contract shall be interpreted in accordance with the laws and jurisprudence of Denmark.

### **22.2 Compliance with the Law**

SERVICE PROVIDER and its employees shall abide by all applicable (\_\_\_\_\_) laws, regulations and ordinances, and shall obtain from the appropriate authorities all necessary permits, licenses and authorisations required to complete SERVICE PROVIDER's Scope of Supply.

SERVICE PROVIDER shall establish such standards and procedures on "CUSTOMER's" premises as are necessary to comply with regulations governing employment, with special reference to safety regulations

issued from time to time by CUSTOMER or any competent authority in (\_\_\_\_\_) and of which a copy has been provided to .

## 23. Disputes

If a dispute should arise over the interpretation or legal implications of this Contract, the Parties shall seek to solve the dispute through negotiations.

If the negotiations fail the Parties agree to submit the dispute to arbitration and finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

The fact that a dispute has been referred to arbitration does not in itself relieve the Parties from fulfilling their obligations under this Contract.

The venue shall be the Chamber of Commerce in (\_\_\_\_\_).

## 24. Notices

All notices and other communication between the Parties regarding this Contract shall be addressed as follows:

**For SERVICE PROVIDER:**

**For CUSTOMER:**

SERVICE PROVIDER

CUSTOMER

## 25. Signatures

Date: xxxx, 2002

Date: xxxx, 2002

SERVICE PROVIDER

CUSTOMER

.....

.....

Signature in block letters:

Signature in block letters:

.....

.....

This Contract has been issued in two (2) originals - one for each Party.

### 12.2 Appendix B: Exploitation Interest Questionnaire

**Q1. Are you engaged in commercial exploitation of eu-DOMAIN  
Yes/No?**

\_\_\_\_\_

**If No, Please go to Q2**

**If Yes, please answer the following questions:**

Are you interested in providing eu-DOMAIN as a service within your own organisation?

Are you interested in being part of a joint eu-DOMAIN company that may be formed to exploit the results of the project?

Are you interested in exploiting any of the components of the eu-DOMAIN system, e.g. a communications, server or client?

If the opportunity arose would you agree to the sale of the eu-DOMAIN IPR to an interested party?

Please indicate the particular role you would be able to adopt in any of the above exploitation scenarios, e.g. operations management, sales and marketing, technical support etc.

Please indicate if you have access to any funding bodies or agencies who would be able to provide capital to take eu-DOMAIN forward on a commercial basis (please provide details).

**Q2: If No, please answer the following questions:**

Are you prepared to transfer any interest in the IPR to the other partners? If this is not the case what terms would you require for this?

If you are not interested in commercial exploitation what are you looking for out of eu-DOMAIN?

What do you consider to be the main opportunity for eu-DOMAIN, i.e. what is the commercial model you see as offering the best opportunity (e.g. set up eu-DOMAIN as a direct offering, sell the software as a licence to interested parties, form partnerships with other companies)?

Please indicate any other opportunities or factors you think we should consider.

Are you prepared to transfer any interest in the IPR to the other partners? If this is not the case what terms would you require for this?

If you are not interested in commercial exploitation what are you looking for out of eu-DOMAIN?

What do you consider to be the main opportunity for eu-DOMAIN, i.e. what is the commercial model you see as offering the best opportunity (e.g. set up eu-DOMAIN as a direct offering, sell the software as a licence to interested parties, form partnerships with other companies)?

Please indicate any other opportunities or factors you think we should consider.