



Project *Life*-NEEVE:

Innovative technologies to monitor and reduce Non-Exhaust Emissions, particles and microplastics of VEHICLES and pavements to improve air quality and human health

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(Circular Economy and Quality of LIFE-Standard Action Projects (SAP))



Deliverable D6.2:

**First report of NEEVE IPR and knowledge protection and exploitation**

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**D6.2** First report of NEEVE IPR and knowledge protection and exploitation





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## SUMMARY

*Deliverable D6.2 presents the first report on Intellectual Property Rights (IPR) management, knowledge protection, and exploitation strategies within the LIFE-NEEVE project. NEEVE develops innovative technologies to monitor and reduce non-exhaust emissions, including particles and microplastics from vehicles and pavements, to improve air quality and human health. This deliverable outlines the methodology for identifying and protecting exploitable results, the roles of CIEMAT and partner institutions, and coordination mechanisms across the consortium. A workflow diagram illustrates the stepwise approach to safeguard project outputs prior to dissemination.*

*Key achievements during the first 24 months include:*

- *Identification of exploitable results in innovative pavements, brake systems, on-board emission monitoring, CFD-based dispersion modelling, and human organoid studies.*
- *Implementation of initial IPR protection measures (patentability assessments, NDAs, know-how safeguarding).*
- *Development of qualitative indicators to track innovation and knowledge generation.*

*D6.2 sets the foundation for systematic IPR management, ensuring NEEVE results can be protected, disseminated, and translated into societal and market impact. Next steps include refining patentability assessments, defining quantitative IPR KPIs, and preparing final protection strategies for Deliverable D6.4.*

## List of abbreviations and symbols

In this Deliverable abbreviations or symbols in the table below are often used.

Abbreviation	Explanation	Comment
<b>Partners, companies or institutions related to this project</b>		
US	Universidad de Sevilla	Partner
CHM	CHM Obras e Infraestructuras S.A.	Partner
CIEMAT	Centro de Investigaciones Energeticas Medioambientales y Tecnologicas	Partner
HORIBA	HORIBA Europe GmbH	Partner
ICER	ICER Brakes SA	Partner
PAUDIRE	Paudire Innova S.L.	Partner
RDT	RDT Ingenieros Madrid S.L.	Partner
UMH	Universidad Miguel Hernandez de Elche	Partner
VTI	The Swedish National Road and Transport Research Institute	Partner
CTCON	Centro Tecnológico de la Construcción de la Región de Murcia	Partner
<b>Technical terminology</b>		
CFD	Computational Fluid Dynamics	Numerical simulation method
CPC	Cooperative Patent Classification	Patent classification system
EPO	European Patent Office	
FTO	Freedom To Operate	IP risk assessment
GA	Grant Agreement	
GTR24	Global Technical Regulation No. 24	Standard for brake emission testing
IPR	Intellectual Property Rights	
IPC	International Patent Classification	
KPI	Key Performance Indicator	
KTC/OTC	Knowledge Transfer Office / Oficina de Transferencia del Conocimiento	Entity responsible for knowledge transfer, intellectual property management and exploitation activities at CIEMAT. The term OTC will be used by default throughout the document.
NEE	Non-Exhaust Emissions	
NDA	Non-Disclosure Agreement	
PM	Particulate Matter	



PM10	Particulate Matter $\leq 10 \mu\text{m}$	
PM2.5	Particulate Matter $\leq 2.5 \mu\text{m}$	
TRL	Technology Readiness Level	
WIPO	World Intellectual Property Organization	
WP	Work Package	
<b>Measures and units</b>		



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## 1. Introduction

The LIFE NEEVE project addresses one of the emerging challenges in urban air quality and environmental protection: mitigating non-exhaust emissions (NEE) from road transport, including particulate matter and microplastics generated by brakes, tires, and road surfaces. This project integrates experimental research, technological development, modelling activities, and health impact assessments, generating a wide range of scientific, technical, and industrial outcomes.

Thanks to the innovative and multidisciplinary nature of the LIFE NEEVE project, a diverse set of results with significant scientific, technological and commercial value is already emerging. These include new products, experimental systems, methodologies and technical know-how, some of which are currently under assessment for intellectual property protection, including potential patentable developments. Ensuring the adequate protection of these results through appropriate Intellectual Property Rights (IPR) mechanisms is essential to:

- Prevent the misuse or uncontrolled dissemination of valuable knowledge.
- Enable the effective exploitation and scaling up of the project's results.
- Foster collaboration with industrial stakeholders.
- Maximize the long-term environmental, social, and economic impact of the project.

An initial list of potential exploitable results was defined at proposal stage and included in the Grant Agreement (Annex I, Part B). This list represents the expected exploitable outcomes of the project and constitutes the baseline for all exploitation and IPR-related activities. In addition to the exploitable results explicitly listed in the Grant Agreement, LIFE NEEVE also foresees the generation of further protectable knowledge and innovations. In particular, the Grant Agreement anticipates the registration of at least two patent applications related to low non-exhaust emission brake systems and innovative low-emission pavement solutions, while leaving open the possibility of additional IPR outcomes depending on the maturity and novelty of the results obtained during the project implementation.

This deliverable, D6.2, presents the first interim report on IPR, knowledge protection and exploitation activities carried out under Task T6.2 during the first 24 months of the project. The document takes the Grant Agreement list of exploitable results as a reference and analyses its status and evolution considering the activities carried out so far, without anticipating final exploitation decisions, which will be addressed in later project stages and reported in D6.4.

## 2. Purpose and objectives

Task T6.2 aims to develop and implement a coherent, effective IPR and exploitation scheme for the LIFE NEEVE project, in line with EU policies on innovation, knowledge transfer, and environmental sustainability. The specific aims of this deliverable include:

- Describe the IPR strategy adopted by the project, including patents, confidentiality, know-how protection, and alternative mechanisms.
- Present the initial list of exploitable results as defined in the Grant Agreement, which serves as the reference framework for exploitation activities.
- Report on the status of protection activities for the first 24 months, regarding patent planning and confidentiality.



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- Delineate the legal and organisational framework for ownership, access rights, and compliance with the applicable regulations, provide a structured document to be updated with the evolution of the project and the consolidation of the results. This final document will be delivered as deliverable D6.4 at the end of the project.

## 3. Methodology for Knowledge Management and IPR Protection

### 3.1. Overall approach to IPR and exploitation in NEEVE

LIFE NEEVE applies a structured approach to knowledge management and IPR, coordinated by CIEMAT, with the support of its Knowledge Transfer Office (OTC). The strategy covers all technical innovations generated within the project, particularly those arising from WP2 and WP3, which constitute the main sources of exploitable results.

The principles of the IPR strategy are:

- Early identification of innovative results with potential for protection and exploitation considering the baseline of the list of exploitable results.
- Assessment of novelty and patentability before any public disclosure.
- Selection of the most appropriate protection mechanism depending on the nature of the result (patent, know-how, trade secret, copyright, confidentiality).
- Coordination among partners to ensure compliance with ownership and access rights.
- To reduce the risk of premature disclosure, the project applies a common results publication policy, whereby all partners adhere to a single clearance procedure before disseminating or publishing project results.
- At the start of the project, all partners commit to signing a confidentiality agreement, ensuring that sensitive technical and commercial information generated within LIFE NEEVE is adequately protected.

### 3.2. Role of CIEMAT Knowledge Transfer Office (OTC)

The Knowledge Transfer Office (KTO, Oficina de Transferencia del Conocimiento – OTC) of CIEMAT acts, within the framework of the NEEVE project, as a transversal support unit in matters related to intellectual property rights (IPR) and the potential exploitation of project results. Its involvement is intended to facilitate, where appropriate, the consideration of intellectual and industrial property aspects arising from the CIEMAT's activities carried out within the project.

Within the scope of its institutional functions, the office may provide general guidance on intellectual and industrial property matters to project partners, in cases where CIEMAT participates as author or co-author of the results generated within the project. Such guidance may include, where relevant, the identification of potential protection pathways and the consideration of possible intellectual property management approaches, in accordance with CIEMAT internal procedures and the provisions of the applicable grant and consortium agreements.



In addition, and independently of whether CIEMAT holds authorship or ownership of specific results, the OTC may review, where appropriate, the IPR strategy and related project documentation in which such strategy is presented, limited exclusively to those key aspects identified by the CIEMAT research team as relevant, with the objective of promoting general consistency with recognised practices in research results management and protection.

Furthermore, the OTC may provide advisory input, upon request, to the CIEMAT research team involved in the project as well as to the scientific and technical coordination of the project (also held by CIEMAT) on matters related to the protection, management and potential valorisation of project results. Such advisory input shall be provided within the limits of the office's advisory role and based on the information available at the time of consultation.

For the avoidance of doubt, the participation of the OTC in the activities described above does not imply the assumption of legal responsibility for the protection, management, ownership or exploitation of project results, nor does it constitute a commitment to pursue or support specific intellectual property protection actions. Decisions regarding the protection, ownership or exploitation of results shall remain the responsibility of the relevant project partners in accordance with the applicable grant agreement, consortium agreement and institutional policies.

Overall, the involvement of the OTC is intended to facilitate the consideration of intellectual property and exploitation aspects during the implementation of the project, in an advisory capacity to CIEMAT research team and without prejudice to the roles and responsibilities of the project beneficiaries

### **3.3. Partner involvement and coordination mechanisms**

During the first 24 months of the project, partners with a more direct role in the generation of potentially exploitable results, such as CHM/CTCON, HORIBA, UMH, ICER Brakes, and CIEMAT, have been identified as key contributors to IPR-related activities.

At the same time, all partners contribute to the overall IPR framework through dissemination activities, particularly via scientific publications and technical outputs.

Internal coordination is ensured through regular communication between partners and the scientific and technical coordination team, which periodically monitors the status of IPR-related aspects across work packages. These coordination mechanisms are directly linked to the workflow for identification and assessment of exploitable results described below, ensuring a consistent and transparent approach to IPR management across the consortium.

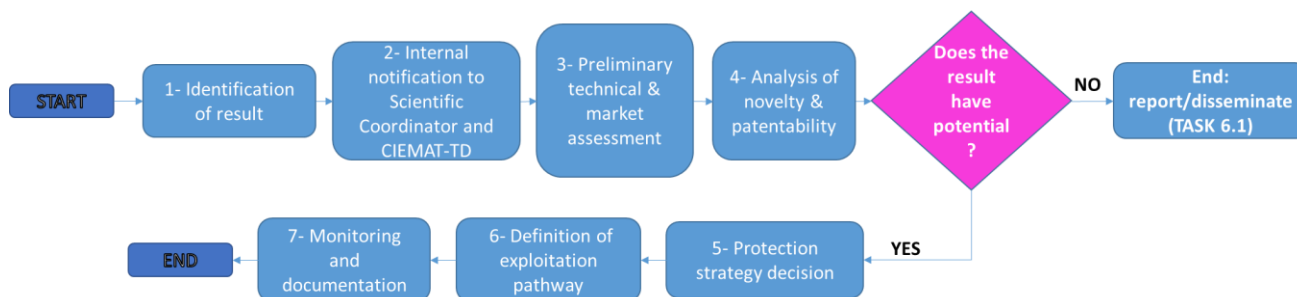
### **3.4. Workflow for identification and assessment of exploitable results**

The LIFE NEEVE project has defined a standard workflow for the identification and evaluation of exploitable results. This workflow includes the initial identification by the generating partner, the internal notification to the Scientific Coordinator, who then communicates it to CIEMAT-OTC,

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followed by a preliminary technical and market assessment and a novelty and patentability analysis.

Based on this evaluation, the appropriate protection strategy and potential exploitation pathways are defined, ensuring full traceability of the process. The workflow is illustrated in the flowchart presented below.



### 3.5. Initial list of exploitable results as defined in the Grant Agreement

According to the LIFE NEEVE Grant Agreement (Annex I, Part B), an initial list of potential exploitable results was identified at proposal stage. This list reflects the expected diversity of project outcomes, including products, services, software and know-how, and serves as the reference framework for Task T6.2.

*Table 1. Exploitable results identified in the Grant Agreement (Annex I, Part B), subject to review and update during project implementation.*

Key exploitable result	Type of result	Owner(s)	Foreseen IPR strategy and exploitation (as per GA)
Protocols and methodologies to measure non-exhaust emissions of vehicles	Know-how	CIEMAT, HORIBA, US	Scientific publications; repurpose in future research
On-board measurement system of particulates from non-exhaust sources	Product	CIEMAT, HORIBA	Patent; new product in portfolio
New brake pads/disks with low non-exhaust emissions	Product	ICERBRAKES	Confidentiality; new product in portfolio
New pavement solutions with low non-exhaust emissions	Product	CHM, CTCON	New product in portfolio
Specifications for new low-NEE tyres	Know-how / Service	VTI	Scientific publications; repurpose in future research
Modelling services of dispersion patterns and climate impact of NEE in urban areas	Software / Service	RDT	Industrial secret; new solution in the portfolio



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Impact of non-exhaust emissions on citizens' health	Know-how / Preliminary service	UMH	Scientific publications; repurpose in future research
Protocols for organoids obtention and the organoids themselves	Know-how / Preliminary service/Product	UMH	Scientific publications; repurpose in future research
Characterisation and chemical analysis of non-exhaust emissions	Know-how / Preliminary service	US	Re-purpose in future research and commercial projects

In addition to the exploitable results listed in Table 1, the Grant Agreement explicitly foresees the preparation of at least two patent applications related to key industrial developments of the project, namely new low non-exhaust emission brake systems and innovative pavement solutions with reduced microplastic generation. These patent-related results are considered strategic outcomes of LIFE NEEVE and are currently subject to ongoing technical development and assessment. Their effective protection through patent applications will depend on the maturity, novelty and exploitation potential of the corresponding results as evaluated during the project implementation.

Furthermore, the Grant Agreement and the specific Key Performance Indicators (KPIs) defined for certain partners foresee the possibility of additional IPR outcomes beyond those explicitly detailed in Table 1. In particular, research-oriented partners may generate further exploitable knowledge, including potentially patentable results, depending on the novelty and applicability of the developments achieved during the project.

Consequently, the list of exploitable results defined in the Grant Agreement should be considered as a dynamic baseline reference. The effective protection, exploitation pathways and applicable IPR mechanisms will be progressively confirmed and refined as the project advances and results reach higher levels of maturity.

Based on this baseline, the following section analyses the status and evolution of these exploitable results after the first 24 months of implementation.

## 4. Status of exploitable results after 24 months of implementation

### 4.1. Overview

This section provides an overview of the status of the exploitable results identified in the Grant Agreement after the first 24 months of project implementation. The Technology Readiness Level (TRL) values presented here are assigned at result level and reflect the specific development status, validation environment, and degree of integration achieved for each exploitable result within the project. TRL values are therefore not homogeneous across partners or technologies, as they depend on the nature and maturity of each individual output. The section distinguishes



between results that remain under development, those that show clear exploitation potential, and those for which protection or exploitation actions are foreseen in later stages. It also identifies any new potentially exploitable results not originally foreseen at proposal stage.

## 4.2. Status per exploitable result

### 4.2.1. CIEMAT

Type of result: Product / Know-how / Methodology

During the first 24 months of the LIFE NEEVE project, CIEMAT has contributed to the development of several complementary exploitable results combining technological developments and experimental activities. On the one hand, a key product under development is an innovative enclosure for the measurement of non-exhaust emissions from brake systems. This development has reached an advanced stage, and a patent application is currently being prepared following a positive patentability assessment carried out by OTC-CIEMAT. In parallel, CIEMAT is developing an additional experimental mechanism designed to reproduce the tyre–pavement contact under controlled conditions. Although this system is not currently foreseen for patent protection, it represents a relevant technical asset for experimental validation purposes, and its potential for protection will be reassessed as the project progresses.

In addition to these developments, a significant part of CIEMAT’s contribution relates to the generation of experimental results and methodologies. These include comparative analyses of different pavement solutions, results obtained from pilot-scale scenarios, and the validation and optimisation of the on-board measurement system developed in collaboration with HORIBA. These results, currently at an indicative TRL of 3–5 depending on the specific activity, are expected to play a key role in supporting the validation of other partners’ technologies and in contributing to scientific dissemination and future research activities.

From an IPR perspective, protection efforts are currently focused on the enclosure system, while other results are primarily managed as know-how or are intended for dissemination, ensuring an appropriate balance between protection and knowledge transfer. Further developments and potential additional patentable results will be assessed in the next phases of the project as technologies mature.

### 4.2.2. HORIBA

Type of result: Product

Within the framework of the LIFE NEEVE project, HORIBA is adapting its PMP-compliant onboard particle emission measurement systems OBS-ONE PN and OBS-ONE PM for particle number and mass, respectively, to meet the requirements of on-road brake and tyre particle emission measurements

During the first half of the project, the candidate units were evaluated against HORIBA GTR 24-compliant laboratory brake-emission analysers (MEXA-SPCS and a special version of OBS-ONE PM), as well as additional state-of-the-art analysers used to measure the number and size distribution of brake and tyre particle emissions (Exhaust Engine Particle Sizer, TSI; Electrical



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Low Pressure Impactor, Dekati). The evaluation was performed on a brake dynamometer with a GTR 24-compliant measurement setup and procedure, and also with a transferable housing that enabled the measurements to be reproduced on a chassis dynamometer. The results show an excellent correlation between the OBS-ONE units and the GTR 24-compliant laboratory equipment.

At the current stage, the TRL is 4.

OBS-ONE is proprietary to HORIBA. At the current stage, the modifications do not infringe any third-party IP rights. As next steps, the onboard instrumentation must be integrated with the sampling system, followed by validation of its operational compatibility within the vehicle platform. To facilitate these activities, HORIBA Europe has procured a Mitsubishi Outlander to enable parallel development and testing of the sampling system with CIEMAT.

### 4.2.3. ICERBRAKES

Type of result: Product

As part of the LIFE NEEVE project, ICER Brakes is developing an innovative brake pad formulation that reduces the amount of particles released into the environment by the braking system (pads and discs). In parallel, the company is working to select a suitable disc treatment that can contribute to the same emission reduction objective.

During the first 24 months of the project, ICER has focused primarily on the development of the new brake pad formulation. This work has involved raw material characterization, formula design, prototype manufacturing, laboratory physico chemical testing, and dynamic bench testing.

To quantify emission reduction, ICER has conducted GTR 24 standard tests on its brake dynamometer. Using an OPS particle counter, the reduction in PM10 emissions has been measured. The results achieved so far are satisfactory and are described in detail in Deliverable 3.5. Nevertheless, ICER Brakes will continue optimising the friction material during the second half of the project.

Preliminary tests have also been performed on several disc coating alternatives, although no final candidate has been selected at this stage. This research activity will continue throughout the second half of the project.

Based on the current progress, the technology can be considered at TRL 3–4.

The new brake pad formulation is proprietary to ICER Brakes, and no associated patent development is currently planned.

The next steps include finalising the brake pad formulation and determining the appropriate disc coating. Once both components are ready, they will be validated at vehicle level in collaboration with CIEMAT and HORIBA using at least a Mitsubishi Outlander as the test platform.

### 4.2.4. CHM

Type of result: Product



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Within the framework of Work Package 3.2, CHM has developed an innovative formulation for pavements designed to reduce non-exhaust particle emissions. This development forms part of the research and innovation activities aimed at improving the environmental performance of materials used in road infrastructure.

During the research process, work has been carried out on the design and development of a new formulation intended to reduce the generation of particles resulting from the interaction between vehicle tyres and the pavement surface. Following its development, comparative tests and trials have been conducted, confirming that this new formulation reduces particle emissions compared to the initial reference test.

As a result of this innovation process, CHM plans to protect this new formulation through a patent, with the aim of safeguarding the knowledge generated and consolidating the technological advancement achieved.

Furthermore, one of the main objectives of this development is to expand CHM's product portfolio, incorporating innovative solutions that contribute to improving the sustainability of infrastructure.

In this regard, CHM intends to make this new solution available to public administrations across Spain, enabling its incorporation into public works and road infrastructure projects. The implementation of this formulation will help reduce particle emissions associated with road traffic, contributing to improved air quality and the development of more environmentally friendly infrastructure.

### 4.2.5.RDT

Type of result: Know-how / Methodology / Software

The exploitable result developed by RDT within the LIFE NEEVE project consists of a modelling and simulation methodology based on Computational Fluid Dynamics (CFD) to analyse the dispersion and transport of non-exhaust emission (NEE) particles generated by vehicles and their interaction with the surrounding environment. During the first 24 months of the project, work has focused on the definition and initial development of the simulation framework, including the setup of numerical models and preliminary simulations using input data and parameters derived from the scientific literature. At this stage, experimental datasets generated within the project are not yet available, as the corresponding measurement activities are still ongoing by other partners. Therefore, current work is mainly devoted to testing the numerical models, analysing their stability and convergence behaviour, and preparing the simulation environment that will later allow the integration of project-specific experimental data. The result can currently be considered at an indicative maturity level of around TRL 3-4, corresponding to an early-stage modelling methodology under development and initial verification.

Regarding intellectual property, the work mainly relies on specialised know-how and modelling expertise developed by RDT, with internal confidentiality measures applied to protect modelling approaches and simulation workflows. In the next phases of the project, the methodology will be further developed and validated using experimental data generated by project partners, enabling the execution of project-specific simulations, optimisation of sensor placement strategies, and support for the analysis of non-exhaust emission dispersion in real-world conditions.



### 4.2.6. UMH

Type of result: Product (New organoids for testing pollutant particles toxicity and their impact on human health). During the first 24 months, UMH has completed the generation of skin organoids using two different protocols (co-culturing and bioprinting) and is now completing the molecular characterisation of the models to confirm that true skin organoids have been obtained at molecular level. UMH has also developed different protocols to test the impact of pollutant particles on organoid viability and oxidative stress and has performed initial tests with particles obtained from HORIBA and CIEMAT. The TRL for this product is 4.

Regarding the lung organoids, UMH has acquired the know-how required to develop them after a collaboration with the University of London and is now creating the first prototypes of these new organoids. The viability and oxidative-stress protocols already developed for skin organoids will also be used for the lung organoids. The TRL for this product is 2.

No IPR actions are currently foreseen, as the organoids have been developed on the basis of already published information.

Next steps: final molecular characterisation of both organoid models and testing with the particles generated within WP3.

## 5. Novelty Assessment and Patentability Analysis

### 5.1. Process for Novelty and Patentability Assessment

Prior to any relevant public disclosure, results identified as potentially exploitable are subject to a preliminary novelty and patentability assessment. This process is based on a detailed technical description of the result and an initial evaluation against the main patentability criteria, namely novelty, inventive step and industrial applicability.

The purpose of this assessment is to determine whether the result should be subject to specific protection measures, such as intellectual property rights (IPR) protection, or whether it may be disseminated without restrictions.

### 5.2. Patent Search Methodology and Sources

Patent searches are carried out using internationally recognised patent databases, including Espacenet (European Patent Office – EPO), PATENTSCOPE (World Intellectual Property Organization – WIPO) and Google Patents.

The search methodology combines the use of relevant keywords, International Patent Classification (IPC) and Cooperative Patent Classification (CPC) codes, as well as the analysis of patent families and related documents. These searches provide a preliminary overview of the state of the art and help identify the relevant technological and intellectual property landscape associated with the project developments.



### 5.3. Preliminary Results of Patent Searches

The preliminary searches conducted so far indicate that the project developments are positioned within a competitive technological landscape. However, no clear or direct conflicts with existing patents have been identified for the results analysed at this stage.

These findings should be considered preliminary, as the technological developments within the project are still ongoing. The patent landscape analysis will therefore be updated as the project progresses and new results are generated.

A patentability report summarising the results of the preliminary analysis is provided in Annex B (CIEMAT patent). Patent searches related to the CHM developments are scheduled for the coming months.

### 5.4. Assessment of Freedom-to-Operate (FTO) Risks (if applicable)

A preliminary Freedom-to-Operate (FTO) assessment may be conducted for results showing a higher potential for exploitation. The objective of an FTO analysis is to evaluate whether a given result can be used, manufactured, further developed, scaled up or commercialised without infringing valid third-party intellectual property rights in a specific jurisdiction.

At this stage of the project, no formal FTO assessment has been carried out. This is consistent with the current focus of the consortium on the implementation of methodologies, models, tools and workflows based on established approaches available in the scientific and technical literature, as well as on the early-stage development of solutions with potential for future commercialisation.

FTO analyses may be performed at later stages of the project, particularly prior to commercialisation or technology transfer activities, if deemed necessary. The consortium will monitor potential FTO aspects as project-specific developments are further advanced and integrated, in coordination with the project's overall IPR management structure. The final consolidated assessment will be included in Deliverable D6.4, ensuring consistency across all exploitable results and partners involved.

## 6. IPR Protection Measures Implemented

### 6.1. Overview of Applicable IPR Instruments

The LIFE NEEVE project foresees the application of different Intellectual Property Rights (IPR) protection instruments depending on the nature of the results generated and their potential for exploitation or further development.



### *6.1.1. Patents*

Patent protection is considered for those results that meet the established patentability criteria and demonstrate a clear potential for industrial exploitation, technology transfer or commercial application. Decisions regarding the filing of patent applications are taken on a case by case following the novelty and patentability assessments that we described in Section 5.

### *6.1.2. Copyright and Software Protection*

At the current stage of the project, no results requiring protection through copyright or specific software protection mechanisms have been identified.

However, should software tools, computational models, databases or other copyright-protected materials be generated in the course of the project, they will be protected in accordance with the applicable legislation and the provisions established in the Consortium Agreement (CA).

### *6.1.3. Trademarks (if applicable)*

At the current stage of the project, no trademark registrations are foreseen. However, this option may be considered at later stages of the project if specific products, services or technological solutions developed within LIFE NEEVE require branding or market identification for their exploitation.

## **6.2. Contractual Protection Mechanisms**

### *6.2.1. Non-Disclosure Agreements (NDAs)*

Confidentiality agreements are used where necessary to protect sensitive technical, scientific or commercial information exchanged among consortium partners or with external entities involved in project-related activities. These agreements contribute to preventing premature disclosure of potentially protectable results. (Template provided in Annex A.)

### *6.2.2. Trade Secrets and Confidential Know-how*

Non-patented know-how generated during the project may be protected as trade secrets through a combination of organisational, contractual and information-access control measures. Such measures aim to ensure that confidential technical knowledge remains restricted to authorised project participants and relevant stakeholders involved in its development or potential exploitation.



## 6.3. Joint Ownership Considerations and Preliminary Agreements

In cases where project results are jointly developed by several partners, the provisions on joint ownership established in the Consortium Agreement (CA) apply.

Where necessary, specific joint ownership arrangements may be defined between the concerned partners to regulate the conditions for the use, protection and potential exploitation of such jointly generated results.

# 7. Publication and Results Dissemination Policy

## 7.1. Common Clearance Procedure for Publications

In line with the NEEVE Publication Policy (Annex C) and the NEEVE Dissemination Methodology related to sensitive information (Annex D), all dissemination activities within the project follow a structured internal clearance procedure prior to any public disclosure.

For standard dissemination purposes, partners shall use the official NEEVE general presentation materials (e.g. general PowerPoint and flyer), which have been pre-approved and do not contain sensitive or confidential information. These materials may be used without further internal approval.

For any dissemination activity involving scientific publications, conference contributions, technical documents or presentations, the concerned partner must inform the Scientific Coordinator and the relevant Work Package (WP) Leader at an early stage (preferably at draft level), in accordance with the internal review and approval procedures defined in the Publication Policy.

Where dissemination involves results with potential intellectual property implications or includes technical, commercial or otherwise sensitive information, prior internal consultation with the concerned partners is required. In such cases, the clearance procedure may involve CIEMAT to assess potential IPR protection needs before any public disclosure.

Public dissemination may only proceed once it has been verified that:

- no protection measures are required, or
- any necessary IPR actions have been secured, and
- all concerned partners have provided their agreement.

## 7.2. Measures to Avoid Premature Disclosure

To minimise the risk of premature disclosure of potentially exploitable or protectable results, the project applies the measures defined in the NEEVE Dissemination Methodology related to sensitive information.

In particular:



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- Only pre-approved, non-sensitive dissemination materials shall be used for general communication purposes.
- Any request from third parties for additional technical, commercial or potentially sensitive information must be handled through an internal approval process involving the partners concerned.
- Where appropriate, disclosure of such information shall be subject to the prior signature of a Non-Disclosure Agreement (NDA), defining the scope, duration and conditions of confidentiality.
- These measures are implemented in compliance with the confidentiality obligations established in Article 13 of the GA, ensuring that sensitive information is only disclosed when strictly necessary and under controlled conditions.
- In addition, all partners are responsible for ensuring that dissemination activities do not compromise ongoing patentability assessments, trade secrets or other forms of intellectual property protection.

### 7.3. Coordination between Scientific Dissemination and IPR Protection

The LIFE NEEVE project ensures continuous coordination between scientific dissemination activities and the protection of intellectual property, in accordance with both the Publication Policy and the project's IPR management framework.

All scientific outputs are subject to:

- language and quality checks,
- internal technical review by qualified consortium members, and
- approval by the relevant WP Leaders and, where applicable, the Scientific Committee, as defined in the Publication Policy.

In parallel, any dissemination involving potentially exploitable results is aligned with the IPR workflow described in previous sections, ensuring that:

- novelty and patentability are assessed prior to disclosure,
- ownership and access rights are respected in accordance with the Consortium Agreement, and
- any potential conflicts related to sensitive information are addressed following the procedures established in the Dissemination Methodology.

This coordinated approach ensures that dissemination activities contribute to the visibility and impact of the project while safeguarding the protection and future exploitation of its results.



## 8. Compliance with Ownership and Access Rights

### 8.1. Applicable rules from the Grant Agreement and Consortium Agreement

The management of ownership and access rights within the LIFE NEEVE project is governed by the provisions set out in Article 16 of the Grant Agreement (GA) and further specified in the Consortium Agreement (CA), particularly Section 9.

In accordance with Article 16.2 of the GA, ownership of results remains with the beneficiaries that generate them. The granting authority does not acquire ownership of the results but retains specific rights of use for policy, communication and dissemination purposes, as defined under Article 16.3. These rights are granted on a royalty-free, non-exclusive and irrevocable basis and apply exclusively to non-sensitive information.

Access rights to background and results are regulated under Article 16.1 of the GA and detailed in the CA. Background is defined as any pre-existing data, know-how or information necessary for the implementation of the action or exploitation of results. Access to such background is granted only when needed and subject to any restrictions identified by the respective partners.

The Consortium Agreement establishes the general principles governing access rights, including that such rights are granted on a non-exclusive basis, without the right to sublicense unless explicitly agreed, and limited strictly to the purposes for which they are granted (CA Section 9.2). Access rights for implementation purposes are provided on a royalty-free basis, whereas access rights for exploitation are granted under fair and reasonable conditions (CA Sections 9.3 and 9.4).

Furthermore, all access requests must be justified as “needed”, formally requested in writing, and may be subject to specific conditions to ensure appropriate use and confidentiality of the accessed information.

### 8.2. Support provided to partners on ownership and access rights

Within the framework of the project, CIEMAT provides advisory support to partners on matters related to ownership, access rights and intellectual property management, in line with its institutional role and without assuming legal responsibility for the outcomes.

This support includes guidance on the interpretation and application of the Grant Agreement and Consortium Agreement provisions, particularly regarding the identification of background, the allocation of ownership of results, and the conditions under which access rights may be granted for implementation or exploitation purposes.

In addition, the internal coordination mechanisms established within the project — including communication with the Scientific Coordinator and periodic follow-up of IPR-related activities — contribute to ensuring that partners are aware of their rights and obligations and that any potential issues related to ownership or access are identified at an early stage.



Where relevant, CIEMAT-OTC may also provide preliminary input on specific cases involving joint ownership, access requests or the need for additional agreements, always on a non-binding and advisory basis.

### 8.3. Identified issues and mitigation actions

At this stage of the project, no significant issues related to ownership or access rights between partners have been formally identified.

At the same time, several results with potential for intellectual property protection—including potential patentable developments—have been identified and are currently under assessment as part of the project's IPR strategy

The current governance framework, based on the Grant Agreement, the Consortium Agreement and the internal coordination procedures, has proven adequate to ensure compliance with applicable rules and to prevent conflicts among partners.

Nevertheless, given the collaborative nature of the project and the potential generation of jointly developed results, particular attention will be paid in the forthcoming phases to:

- the identification and formalisation of joint ownership situations, where applicable;
- the definition of specific agreements regulating the use and exploitation of jointly owned results;
- the verification that access rights requests are properly justified and aligned with the “need-to-know” principle established in the CA;
- the continued protection of confidential information in accordance with Article 13 of the Grant Agreement and Section 10 of the Consortium Agreement.

Should any issue arise, mitigation actions will be implemented through internal coordination, consultation with the Scientific Coordinator, and, where appropriate, the involvement of CIEMAT-OTC to provide advisory support on possible solutions.

## 9. Interim Exploitation Strategy

### 9.1. Preliminary exploitation pathways per result type

At this stage, exploitation pathways are defined at a preliminary level and aligned with the typology of exploitable results identified in the Grant Agreement and detailed in [Section 4.2](#), which provides the current status and technical maturity of results across partners.

The exploitation strategy distinguishes four main categories of results: product-oriented developments, know-how and methodologies, software and modelling tools, and scientific outputs.



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Product-oriented results are expected to follow a pathway of progressive technical maturation, validation and potential integration into industrial development and testing activities, with a view to future exploitation by the relevant partners.

Know-how, methodologies and experimental protocols are oriented towards reuse in future research activities, contribution to standardisation processes and potential transfer through technical collaboration or specialised services.

Software and modelling tools will be further developed and may be integrated into data analysis, emissions assessment and testing service environments, depending on their level of maturity and validation outcomes.

Scientific results are primarily intended to support dissemination activities, inform policy development and contribute to ongoing regulatory and standardisation discussions at EU level.

These exploitation pathways will be refined as the results progress in maturity, in line with the evolution of the exploitable results described in [Section 4.2](#) and the outcomes of WP2–WP5 activities.

### 9.2. Role of industrial vs. academic partners

The exploitation strategy builds on the complementary and clearly defined roles of industrial and academic partners within LIFE NEEVE, reflecting the project structure and technical responsibilities across WP2–WP5.

Industrial partners (HORIBA, ICERBRAKES, CHM, RDT and PAUDIRE) are primarily responsible for the development, optimisation, scale-up and potential market uptake of product-oriented results. This includes instrumentation for non-exhaust emission measurement, brake system innovations, tyre/road interaction solutions and associated validation activities in real or representative operational environments. Industrial partners also lead the assessment of integration pathways into commercial portfolios and testing services.

Academic and research partners (US, VTI, CTCON, CIEMAT and UMH) contribute through the generation of scientific knowledge, experimental validation, data analysis and methodological development. CIEMAT, through its Knowledge Transfer Office (OTC, entity responsible for knowledge and IPR management), ensures coordination of intellectual property protection and exploitation alignment across partners, while also supporting regulatory relevance and standardisation input.

This integrated structure ensures a continuous feedback loop between technological development, scientific validation and exploitation planning, enabling both technical robustness and realistic pathways towards implementation and market uptake.



### 9.3. Expected contribution to market uptake, policy, and standardisation

The LIFE NEEVE project is expected to contribute directly to the development and validation of innovative solutions for the quantification and reduction of non-exhaust emissions from road transport, addressing a key regulatory gap in current EU emissions frameworks.

From a market perspective, the project results will support the emergence of new testing and measurement solutions for brake, tyre and road-related emissions, enabling industrial stakeholders to integrate non-exhaust emission performance into future product development cycles and compliance strategies.

From an industrial and market perspective, the exploitable results identified in LIFE NEEVE show potential application in several sectors, including automotive components, road infrastructure, environmental monitoring and regulatory testing services.

Preliminary analysis indicates the following potential market pathways:

- Brake systems (ICERBRAKES): Target market includes OEMs and aftermarket suppliers. The main value proposition lies in compliance with future regulations (e.g. Euro 7) and reduced particulate emissions.
- Pavement solutions (CHM/CTCON): Potential clients include public administrations and infrastructure operators. Market uptake will depend on performance validation and integration into procurement specifications.
- On-board measurement systems (CIEMAT/HORIBA): Target users include testing laboratories, regulatory bodies and vehicle manufacturers. These systems may become relevant in future homologation frameworks.
- CFD modelling tools (RDT): Potential application in consultancy services, urban planning and environmental assessment studies.
- Organoid-based testing (UMH): Long-term potential in toxicological assessment services and regulatory science.

At this stage, business models are still under definition and will be further developed in T6.4.

From a policy and regulatory perspective, the scientific and technical results will provide evidence to support ongoing EU discussions on non-exhaust emissions, particularly in the context of upcoming regulatory frameworks (e.g. Euro 7 implementation context and related measurement harmonisation needs). The project will contribute to improving the scientific basis for emission quantification methodologies and to reducing current uncertainties in regulatory assessment approaches.

In terms of standardisation, LIFE NEEVE results are expected to inform the development and refinement of measurement protocols for non-exhaust emissions, including potential contributions to harmonised methodologies for brake wear, tyre wear and road surface interaction. These contributions will support the work of relevant European and international standardisation bodies by providing validated experimental evidence and methodological frameworks.



## 9.4. Links with future activities in T6.3 and T6.4

This interim exploitation strategy is closely aligned with the planned activities under Tasks T6.3 and T6.4, which will ensure the progressive consolidation, refinement and implementation of the exploitation and knowledge management framework within the project.

T6.3 will focus on the further development and consolidation of the exploitation pathways identified in this deliverable, supporting the maturation of results towards higher Technology Readiness Levels (TRLs) and the definition of concrete exploitation routes for each exploitable result. This will include the refinement of business and exploitation plans, the identification of potential end-users and markets, and the update of protection strategies where applicable.

T6.4 will focus on the development and refinement of the project's business strategy, ensuring alignment between exploitation plans and market needs. In this context, it will contribute to the identification of viable business models, target markets and value propositions for the project results. Close coordination with IPR management activities will be ensured to guarantee that protection strategies are consistent with the envisaged exploitation and commercialization pathways, avoiding potential conflicts between dissemination, protection and business objectives.

Overall, the outcomes of T6.3 and T6.4 will directly feed into the final version of the exploitation strategy (D6.4), ensuring that it reflects the final status of results, their maturity, and the consolidated exploitation and protection strategy at project completion.

## 10. Progress Achieved and Key Indicators

### 10.1. Summary of actions completed under T6.2

During the first 24 months of the project, the main activities under Task T6.2 have focused on establishing a structured framework for IPR management and exploitation.

This includes the definition of an initial list of exploitable results based on the Grant Agreement, the implementation of internal coordination mechanisms for result identification and reporting, and the development of procedures for novelty assessment and patentability analysis.

In addition, initial IPR-related activities have been carried out, including preliminary patent searches, identification of potential protection strategies, and the implementation of confidentiality and dissemination control measures in line with project policies.

### 10.2. IPR-related KPIs and qualitative indicators

During the first 24 months of the LIFE NEEVE project, progress has been made in defining and implementing a common KPI monitoring methodology under WP5, as described in Deliverable D5.1. While no specific quantitative KPIs have been defined to directly measure intellectual property, some of the indicators included in Section 4.9 of D5.1 can be considered relevant to indirectly assess aspects related to innovation, exploitation potential and knowledge generation.



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These include KPIs related to innovative pavement materials and brake systems aimed at reducing non-exhaust emissions, as well as the advancement of on-board measurement systems for accurate real-time monitoring of particulate emissions under representative conditions. In addition, progress in CFD-based dispersion modelling contributes to improving the understanding of particle transport and accumulation in urban environments, supporting more informed mitigation strategies. Similarly, the development and analysis of human organoids enables the assessment of the impact of non-exhaust particles on human health, providing a direct link between technological developments and their biological effects.

In practice, qualitative indicators are being used, such as the identification of exploitable results, the application of confidentiality measures among partners, and the protection of knowledge prior to dissemination. In parallel, under WP6, initial activities have started to assess the novelty and potential patentability of project results and to define appropriate protection strategies, including patents and know-how. Although no IPR KPIs are currently quantified, the project is expected to generate protectable knowledge and potential patent applications as results mature.

### 10.3. Alignment with LIFE impact expectations

The activities carried out under T6.2 are aligned with the objectives of the LIFE programme in terms of supporting innovation, facilitating knowledge transfer and promoting the uptake of environmentally relevant solutions.

The structured approach to IPR management and exploitation contributes to ensuring that project results can be effectively protected, further developed and, where appropriate, transferred to relevant stakeholders, thus maximising their potential environmental and socio-economic impact.

## 11. Risks, Challenges and Mitigation Measures

### 11.1. Identified risks related to IPR and exploitation

The LIFE NEEVE project has identified a range of potential risks affecting the achievement of project objectives, particularly in the areas of Intellectual Property Rights (IPR) and knowledge exploitation. These risks were initially documented in Deliverable D1.2: Risk Mitigation Plan and further refined through T1.3 activities. Key IPR-related risks include:

- IPR-related conflicts (Risk #3, WP1-6): Low likelihood, low impact. Potential disputes during the exploitation of results may arise. The Consortium Agreement (CA) and predefined exploitation strategies provide the framework to address these issues.
- Complexity in low-NEE technology development (Risk #4, WP2-3): Medium likelihood, medium impact. Mitigated through the experience of partners in similar R&I projects and technical oversight by the Scientific & Technical Committee (S&TC).
- Failure to secure protection and commercialization pathways (Risk #13, WP6): Low likelihood, high impact. Mitigation involves a joint exploitation plan, ongoing identification of exploitable results, and coordination between industrial and academic partners.



Other project risks indirectly affecting IPR are described in D1.2, including delays in deliverables, supply chain failures, limited pilot data for CFD modelling, and potential technical challenges in organoid development. These risks have been addressed through detailed contingency plans, monitoring mechanisms, and partner coordination.

## 11.2. Mitigation strategies implemented (IPR focused)

The LIFE NEEVE consortium has implemented mitigation strategies specifically aimed at protecting intellectual property and ensuring proper exploitation of results, in alignment with the project's IPR framework and the PDCA methodology:

- Identification of exploitable results: Partners systematically report potential innovations to WP6 and CIEMAT for evaluation.
- IPR protection: Preliminary patentability assessments have been conducted, NDAs are in place, and know-how is documented to safeguard confidentiality prior to publication.
- Internal governance: Coordination mechanisms ensure that all partners follow agreed procedures for ownership, access rights, and joint exploitation, avoiding conflicts or premature disclosure.
- Exploitation planning: Initial exploitation pathways per result type have been defined, with roles of industrial and academic partners clarified to support future commercialization, policy uptake, and standardization.

## 11.3. Open issues to be addressed before D6.4

At this stage of the project, several specific open issues have been identified that will need to be addressed before the finalisation of Deliverable D6.4, in order to ensure a consolidated Intellectual Property Rights and exploitation framework.

- **Final validation of exploitable results and maturity assessment**  
The final technical validation of certain results developed under WP2–WP5 is still ongoing. Their final classification in terms of exploitation potential and Technology Readiness Level (TRL) will be updated in D6.4, based on completed experimental and analytical results.
- **Patentability assessment of high-potential results**  
Several results with potential industrial application will require updated patentability analysis based on final technical configurations. This includes evaluation of novelty, inventive step and industrial applicability prior to potential filing decisions.
- **Consolidation of exploitation routes per result**  
Exploitation pathways defined in this interim phase will be further refined into concrete exploitation routes (industrial integration, licensing, service-based models or standardisation pathways) once final technical validation is completed.
- **Alignment of IP protection strategies across partners**  
The finalisation of protection mechanisms (e.g. patents, know-how, confidentiality agreements) will require continuous alignment among partners, particularly in cases of joint ownership or co-developed results.



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- **Update of the exploitable results catalogue**  
The final version of the catalogue of exploitable results will be updated to reflect the complete and validated foreground generated in the project, ensuring coherence between technical results, IP protection status and exploitation plans.

All these issues will be addressed progressively under WP6 activities, particularly T6.3 and T6.4, and will be fully consolidated in Deliverable D6.4.

## 12. Conclusions and Next Steps

### 12.1. Main conclusions from the interim phase

The interim phase has enabled the establishment of a structured Intellectual Property Rights and exploitation framework for LIFE NEEVE, ensuring coordination across partners and alignment with the Grant Agreement and WP6 activities.

A preliminary portfolio of exploitable results has been identified based on developments in WP2–WP5, covering measurement technologies for non-exhaust emissions, mitigation solutions for brake, tyre and pavement-related emissions, and associated modelling and data analysis tools.

The initial assessment confirms a clear potential for exploitation of several results, both in industrial applications and in standardisation and regulatory support contexts. However, most results remain at an intermediate stage of technical maturity, requiring further validation and consolidation before final exploitation decisions can be taken.

### 12.2. Planned actions until project end

Until the end of the project, activities will focus on the progressive consolidation of the exploitation and IPR strategy through WP6, particularly T6.3 and T6.4.

Key actions include:

- Finalisation of technical validation of exploitable results generated in WP2–WP5 and update of their maturity status
- Completion and updating of Freedom-to-Operate (FTO) and patentability analyses for selected high-potential results
- Refinement of exploitation pathways into concrete exploitation routes (industrial integration, licensing, service models and/or standardisation pathways)
- Consolidation of IP protection strategies, including potential patent filings, confidentiality frameworks and management of joint ownership situations
- Continuous update of the exploitable results catalogue to reflect the final foreground generated within the project

These actions will ensure full alignment between technical development, IP protection strategy and exploitation planning.



## 12.3. Inputs expected for Deliverable D6.4

Deliverable D6.4 will constitute the final consolidation of the LIFE NEEVE exploitation and IPR strategy. It will incorporate:

- The final validated list of exploitable results, fully aligned with their technical maturity and exploitation potential
- Completed Freedom-to-Operate (FTO) and patentability assessments, where applicable
- Finalised exploitation routes per result, including industrial, service-based and standardisation-oriented pathways
- Confirmed IP protection measures, including patents, know-how protection and contractual arrangements between partners
- Consolidated exploitation and business orientation inputs derived from T6.3 (replicability and transferability roadmap) and T6.4 (global market uptake strategy)
- Final coordination framework ensuring coherence between dissemination, IPR protection and exploitation activities

This deliverable will therefore represent the final integrated view of the project's Intellectual Property Rights strategy and exploitation potential.

## 13. Acknowledgements

The LIFE NEEVE project is funded by the LIFE Programme, as indicated on the title page. It is also co-funded by the partners represented by the authors, in this case CIEMAT.

The authors acknowledge the support of the Knowledge Transfer Office (OTC) of CIEMAT in IPR management activities. Special thanks to Miguel Burguera for his supervision and valuable advice.



## 14. Annexes



## 14.1. Annex A- Template of NDA (by US)

### NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (hereinafter, “Agreement”) is made and entered into as on (17-11-2025) (hereinafter, “Effective Date”)

#### BY AND BETWEEN

- University of Seville (US), the coordinator of LIFE NEEVE project, an entity registered under the laws of Spain, VAT number Q4118001I, and with its legal address at CALLE SAN FERNANDO, 4 - 41004 SEVILLA (Sevilla), duly represented by Paloma Alvarez Mateos, and
- ENTITY-NAME, an entity registered under the laws of COUNTRY, VAT number XXXX, and with its legal address at .....ADDRESS....., duly represented by Full Name of REPRESENTATIVE.

#### WHEREAS

For the purpose of collaborating in the **Project 101148428 LIFE23-ENV-ES NEEVE** (the “Purpose”) the Parties intend to exchange certain confidential information.

The parties may, for the Purpose referred to above, disclose to each other Information (as defined herein) which is confidential and/or proprietary to the Disclosing Party or to its affiliated companies or to its business associates, and the Parties are willing to undertake to restrict the use and further disclosure of the Information for any other uses other than the Purpose.

#### NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

##### 1. Definition

The term “Confidential Information” or “Information” shall mean all information relating, directly or indirectly, to all data, reports, interpretations, forecast, records, drawings, documentation, samples, models, know-how, methods, techniques, communications, processes, designs, photographs, specifications, descriptions, samples, instructions, computer software, source and object codes, algorithms, engineering concepts, demonstrations, research and development efforts, development tools and business, commercial, financial and other information provided or disclosed whether in written, orally or any other form to the Receiving Party (as defined hereinafter) relevant to or in pursuance of the Purpose or in any way within the framework of this Agreement, regardless of whether such information is specifically identified as confidential.

However, the aforesaid Information shall not include the following contents:

Information which:

is now, or hereinafter becomes, generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as defined hereinafter) in breach of this Agreement; or



was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the contemporaneous written records of the Receiving Party, provided that the source of such information was not known by the Receiving Party to be bound by any obligation of confidentiality to the Providing Party or any other party with respect to such information ; or

What is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party and/or with direct or indirect infringement of the Disclosing Party rights;

(2) “Disclosing Party” means the party who discloses Information pursuant to this Agreement, including each party’s respective affiliated entities, successors and permitted assigns.

(3) “Parties” means the Disclosing Party and the Receiving Party.

(4) “Receiving Party” means the recipient of Information disclosed pursuant to this Agreement, including each party’s respective affiliated entities, successors and permitted assigns.

(5) “Representatives” means the directors, officers, employees, shareholders, subsidiaries, affiliates, or advisors who are given Confidential Information by or on behalf of the Receiving Party, including, without limitation, attorneys and accountants.

## 2. Obligations

Each party shall keep all Information received from the other party in whatever form as strictly confidential and shall not disclose it to third parties without the prior written consent of the Disclosing Party. In this regard, this Agreement shall apply to any Confidential Information that may have been provided to the Receiving Party before the Effective Date.

Information disclosed by the Disclosing Party shall be deemed and remain the property of the Disclosing Party, and the Receiving Party will, upon receipt of a written request from the Disclosing Party, return or destroy all Information received without retaining, in whole or in part, any copies, extracts or other reproductions (whatever the form or storage medium) of such Information. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party and its Representatives shall continue to be bound by the Receiving Party’s obligations under this Agreement.

The Receiving Party shall not use Information for any purpose other than the Purpose, without the prior written consent of the Disclosing Party.

Subject to the foregoing, the Receiving Party shall restrict access to Information received from the Disclosing Party to only those of its employees and advisers to whom such access is necessary for carrying out the Purpose. The Receiving Party shall ensure that each person to whom disclosure of any Information is made under this Agreement complies with all the provisions of this Agreement.

Each party agrees to exercise at least the same degree of care in protecting Information from such disclosure as it exercises in respect of its own confidential information and business secrets.

If, as a result of any request or requirement by law, court order or a governmental agency, the Receiving Party is legally compelled to disclose the Confidential Information, the Receiving Party may, without liability hereunder, disclose such Information, in which case the Receiving



Party will give the Disclosing Party as much notice thereof as reasonably practicable and disclosure will be done only to the extent required according to the applicable law, and subject to confidentiality protection to the extent reasonably possible.

### **3. Representation**

The parties mutually acknowledge that no license to the Receiving Party, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to the Receiving Party. The Parties expressly acknowledge that Disclosing Party shall be the sole owner of the Information provided as consequence of this Agreement. Thus, all the Information and the material on which it is based is and shall remain the exclusive property of Disclosing Party, and access to the same does not grant any right to the Receiving Party unless expressly provided otherwise herein.

Neither this Agreement nor the disclosure or receipt of Information shall be construed as creating any obligation of a party to furnish Information to the other party or to enter into any Agreement or relationship with the other party.

No failure or delay of either party in exercising its rights herein shall be deemed to be a waiver of such rights unless expressly made in writing by the party waiving its rights. This Agreement contains the entire understanding between the parties in respect of the subject matter described above and all modifications and amendments to this Agreement shall be made in writing. Neither party shall assign or transfer to any third party, without the prior written consent of the other party, this Agreement.

### **4. Term**

This Agreement shall be effective as of the of its execution by the Parties. This Agreement shall terminate one (1) year following the Effective Date, unless otherwise extended by the mutual written consent of the parties. All of Disclosing Party's rights hereunder and all of Receiving Party's obligations and undertakings hereunder shall be in full effect for the entire term of this Agreement and for a period of five (5) years after its termination, cancellation or expiration for any reason whatsoever, so long as any information disclosed by Disclosing Party to Receiving Party under this Agreement remains Confidential Information of Disclosing Party. Notwithstanding the above, trade secrets shall remain confidential and subject to the terms of this Agreement indefinitely.

### **5. Remedy**

The parties acknowledge that, in addition to any other remedies available in accordance with the applicable law, each party shall be entitled to injunctive relief to restrain any threatened or continued breach of this Agreement. The parties hereby waive any requirement for the posting of a bond or other security in connection with the granting to the party of such injunctive relief.

### **6. Applicable Law and Arbitration**

All modifications and amendments to this agreement must be made in writing.

If any provision of this Agreement or any portion thereof, shall be held to any extent invalid or unenforceable, the remainder of this Agreement (or such provision) and the application to other persons or circumstances or in other countries shall not be affected thereby.

This Agreement shall be governed by and interpreted in accordance with the European Law.



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Any dispute or conflict, which may arise upon or as a result of the interpretation or performance of this Agreement, shall be resolved by mutual agreement of the parties. Should it be impossible to reach an agreement on the matter under dispute, hereto agree that any dispute, claim, disagreement arising from the execution or the termination or the interpretation of this Agreement or directly or indirectly related to the same, will be decided by the exclusive jurisdiction of the Courts of London.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date last set forth below.

Date: XX-11-2025

Signature:

Signature:

\_\_\_\_\_

By: Dr. Paloma Alvarez Mateos

Title: Professor in University of Seville and  
the coordinator of the LIFE NEEVE project

\_\_\_\_\_

By: < Full Name of Representative >

Title: < Position in the entity >

## **14.2. Annex B- Patentability report (CIEMAT): in Spanish (confidential)**

## **14.3. Annex C- NEEVE Publication Policy**

[NEEVE Publication Policy](#)

## **14.4. Annex D- NEEVE Dissemination Methodology related to sensitive information**

[NEEVE Dissemination Methodology](#)