

EBRAINS IPR Policy

1. Metadata

Title: EBRAINS Intellectual Property Rights (IPR) Policy

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Status: Approved

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Policy Owner: EBRAINS AISBL

Operational Owner: EBRAINS AISBL

Approving Body: EBRAINS Management Board

Informed Authority: EBRAINS Governing Board

Review Cycle: Every 2 years or upon material regulatory or organisational change

2. Purpose and Scope

This EBRAINS Intellectual Property Rights Policy ("EBRAINS IPR Policy") governs the ownership, licensing, protection, exploitation, and lawful reuse of Intellectual Property embodied in Products and Services made available through the EBRAINS Research Infrastructure ("EBRAINS RI").

The EBRAINS RI comprises Products and Services provided directly by EBRAINS AISBL as well as Products and Services provided by EBRAINS members, partners, and external parties ("Providers"), within a common governance, policy, and access framework.

For the purposes of this EBRAINS IPR Policy, EBRAINS Products include, without limitation, Datasets, Metadata, Software, Executable Artefacts, Specification Languages, documentation, training materials, website and communication content, and other digital or machine-actionable materials made available through or used within the EBRAINS RI.

This EBRAINS IPR Policy applies to all Product Providers, Rights Holders, and other persons or entities making EBRAINS Products available through the EBRAINS RI, including EBRAINS AISBL.

This EBRAINS IPR Policy governs Intellectual Property matters only. Conditions relating to access, use, privacy, ethics, security, and service operation are governed by the EBRAINS ToU and other applicable EBRAINS Policies and Binding Instruments.

By making Products available through the EBRAINS RI, relevant persons and entities agree to comply with this EBRAINS IPR Policy and the applicable EBRAINS Policies and Binding Instruments, as updated from time to time.

3. Relationship to Other Policies

This EBRAINS IPR Policy forms part of the EBRAINS Terms & Policy Framework and shall be read together with the applicable EBRAINS Policies and Binding Instruments relevant to its subject matter, including in particular:

- EBRAINS Terms of Use (EBRAINS ToU)
- EBRAINS Access Policy
- EBRAINS Data Policy
- EBRAINS Compliance & Enforcement
- Product- and Service-Specific Instruments

Where Products or Services contain Personal Data, Sensitive Data, Human-related Data, Animal-related Data, or other ethically sensitive material, the EBRAINS Privacy Policy, EBRAINS Data Policy, and EBRAINS Ethics Policy shall also apply and, to the extent of any inconsistency in respect of such data, shall prevail over this EBRAINS IPR Policy.

Where a conflict arises between this EBRAINS IPR Policy and another applicable EBRAINS Policy or Binding Instrument, the more specific Binding Instrument applicable to a particular Product or Service shall prevail, subject to mandatory law.

Nothing in this EBRAINS IPR Policy excludes or limits the application of mandatory law, including applicable Intellectual Property law, data protection law, or, where applicable, Regulation (EU) 2024/1689 laying down harmonised rules on artificial intelligence (the EU AI Act).

4. Definitions

Capitalised terms used in this EBRAINS IPR Policy shall have the meanings assigned in the EBRAINS Glossary, unless otherwise expressly stated in this EBRAINS IPR Policy.

5. Policy Provisions

5.1 Fundamental Principles

5.1.1 Retention of Rights

The provisioning of Products and Services through the EBRAINS Research Infrastructure by EBRAINS AISBL or by EBRAINS members, partners, and external Providers does not, by itself, transfer ownership of Intellectual Property rights. Each party retains all rights in its Background and Foreground, except where expressly provided otherwise in this EBRAINS IPR Policy or in a written agreement.

5.1.2 Open Licensing as a Default

Where legally and contractually permissible, EBRAINS Products shall be licensed under open Licences that permit broad access and reuse.

Open licensing is encouraged but does not override existing ownership rights, contractual obligations, statutory restrictions, or controlled-access requirements.

5.1.3 Legal Certainty

All EBRAINS Products shall be accompanied by clear, accurate, and legally enforceable information on the conditions governing their access, use, and reuse, including, where applicable, licensing terms, Usage Agreements, and statutory restrictions.

Ambiguous, conflicting, or undocumented conditions shall be avoided.

5.1.4 Exploitation of Products

Rights Holders are encouraged to exploit and disseminate EBRAINS Products in accordance with applicable Licences, contractual obligations, and funding requirements.

Exploitation may include, without limitation, further research, standardisation, commercial development, technology transfer, educational use, and the creation of derivative works.

5.1.5 Protection of Intellectual Property

Where appropriate and justified, Rights Holders shall take reasonable measures to protect Intellectual Property embodied in EBRAINS Products, including through registration, confidentiality, or contractual arrangements.

Such protection shall not unduly restrict legitimate dissemination and reuse obligations.

5.1.6 Products Governed by Usage Agreements

Certain EBRAINS Products, in particular those involving Personal Data, including special categories of personal data (Sensitive Data), or other legally or ethically protected information, may be governed primarily by Product- and Service-Specific Instruments, Access Frameworks, Usage Agreements, and the applicable requirements of the EBRAINS Data Policy rather than by standard open Licences. Any such access and use remain subject to applicable legal, ethical, and consent requirements.

Nothing in this EBRAINS IPR Policy shall be interpreted as limiting or overriding such requirements. For the avoidance of doubt, the grant of any Licence under this EBRAINS IPR Policy does not constitute consent, a legal basis, or any other authorisation for the processing of Personal Data. The lawfulness of any processing of Personal Data is governed exclusively by applicable data protection law and the EBRAINS Privacy Policy, irrespective of the Licence applied to a Product or Service.

5.2 Ownership of Intellectual Property

5.2.1 Background

Each party retains exclusive ownership of its Background.

No Licence or transfer of Background is implied by participation in EBRAINS, except as expressly provided under this EBRAINS IPR Policy or related agreements.

5.2.2 Foreground

Foreground shall belong to the party that generates it, unless otherwise agreed in writing.

Where Foreground is jointly generated, ownership and exploitation rights shall be governed by a separate agreement between the relevant parties.

Where Foreground results from cumulative or collaborative contributions by multiple parties over time, ownership and stewardship arrangements may be defined through applicable Binding Instruments or contributor agreements.

5.2.3 User-Generated Products

Users retain ownership of Intellectual Property embodied in EBRAINS Products generated through their independent use of EBRAINS resources, subject to applicable contractual arrangements, Licences, Usage Agreements, and Binding Instruments.

5.2.4 Institutional Content

Unless otherwise agreed in writing, Institutional Content created by or for EBRAINS AISBL in its institutional capacity shall be owned by EBRAINS AISBL. This does not affect ownership of content created or owned by partners, Providers, Rights Holders, or other third parties.

5.2.5 Continuity for Critical Products and Services

Where an EBRAINS Product or Service is designated as critical for the operation, sustainability, or integrity of the EBRAINS RI, the relevant Rights Holder and Product or Service Provider shall cooperate in establishing appropriate continuity arrangements.

Such arrangements may include transfers of rights and the provision of technical and documentation materials. The specific modalities and any compensation shall be defined in separate agreements or Binding Instruments.

5.3 Rights Granted to EBRAINS AISBL

5.3.1 Rights in Products and Services provided through the EBRAINS RI

By making a Product or Service available through the EBRAINS RI, Rights Holders grant EBRAINS AISBL the non-exclusive, worldwide, royalty-free rights necessary to host, store, reproduce, adapt where technically necessary, integrate, preserve, and make that Product or Service available within the EBRAINS RI solely for infrastructure purposes.

These rights are distinct from third-party Licences and remain subject to applicable restrictions.

5.3.2 Rights in Background

Where EBRAINS AISBL requires access to a party's Background for the provision, operation, maintenance, interoperability, preservation, or development of Services, the owning party shall grant EBRAINS AISBL the non-exclusive rights or Licences necessary for that purpose.

Unless otherwise agreed, such rights or Licences shall be limited to the relevant purpose and granted on a royalty-free basis for non-commercial research and infrastructure use. Commercial exploitation shall be subject to separate agreement.

5.3.3 No Implied Rights

No rights are granted to EBRAINS AISBL or to third parties except those expressly provided under this EBRAINS IPR Policy, applicable Licences, Product- and Service-Specific Instruments, Usage Agreements, or written agreements.

5.4 Licensing to Third Parties

Where Products and Services are made available through the EBRAINS RI under licensing arrangements, the following provisions apply. Products governed primarily by Product- and Service-Specific Instruments, controlled-access regimes, or Usage Agreements in accordance with Section 5.1.6 are excluded from this Section 5.4 to the extent that access to and use of those Products and Services are governed by such instruments or arrangements.

5.4.1 Assignment of Licences

Rights Holders and Providers of Products and Services shall assign appropriate Licences to their Products and Services made available through the EBRAINS RI.

Licences shall be compatible with the intended scope of dissemination and reuse.

5.4.2 Recommended Open Licences

Where open licensing is adopted, the following Licences are recommended:

- Indexed Metadata and curated content layers in integrated catalogues, registries, and knowledge graphs, where they constitute a technically and functionally integrated Product, should be made available under the CC0 public domain dedication.
- Datasets and related materials, whether stand-alone or forming part of a Product, should generally be made available under an appropriate Creative Commons (CC) Licence. “No Derivatives” and “Non-Commercial” restrictions should be avoided and used only where justified.
- Software, Executable Artefacts, and Specification Languages should be made available under open-source Licences recognised by the Software Package Data Exchange (SPDX).
- Additional documentation and training materials, including user manuals, tutorials, guides, and educational resources, should generally be made available under an appropriate Creative Commons Licence. “No Derivatives” and “Non-Commercial” restrictions should be avoided and used only where justified.

Equivalent Licences offering comparable legal rights and reuse conditions may be used where justified. Products developed specifically for EBRAINS are expected to follow these principles unless a different approach is justified by the nature of the Product or applicable legal, contractual, or governance constraints.

Open Licences, including the CC0 public domain dedication, shall be applied only to Metadata, Datasets, or other materials that do not contain Personal Data, unless such data have been effectively anonymised in accordance with applicable data protection law. Pseudonymised data remain Personal Data and shall not be made available under open Licences. The application of any open Licence is without prejudice to the sui generis database right and to any third-party rights, which shall be identified and addressed expressly where relevant.

5.4.3 Documentation of Licensing

Licensing information shall be documented in a clear and accessible manner and made available in both human-readable and machine-readable form, clearly linked to the relevant Product.

5.5 Attribution and Moral Rights

As a general principle of research integrity and good scientific practice, Users of Products and Services made available through the EBRAINS RI shall acknowledge and cite the relevant Rights Holders, Product or Service Providers, and contributors when accessing, using, or reusing such Products or Services, irrespective of whether the applicable Licence legally requires attribution.

Where Rights Holders or Product and Service Providers provide recommended citation formats, “how to cite” instructions, or other attribution guidance, Users shall comply with such guidance to the extent reasonably practicable.

Attribution shall be provided in a manner appropriate to the medium and form of reuse and shall be sufficiently detailed to enable traceability and recognition of contributions.

Where Products and Services are used in AI-related workflows or in connection with outputs generated or assisted by AI Systems, attribution and provenance information shall be preserved and must not be presented in a materially misleading manner.

Nothing in this EBRAINS IPR Policy shall be interpreted as waiving moral rights, except to the extent permitted by law and expressly agreed by the Rights Holder.

5.6 Obligations of Rights Holders and Providers

Rights Holders and Providers making EBRAINS Products available through the EBRAINS RI shall:

- warrant that they hold the necessary rights or legal authorisations to grant the relevant Licences or usage permissions;
- where a Product or Service contains Personal Data, warrant that an appropriate legal basis exists for making it available and for its intended reuse through the EBRAINS RI, and that all applicable data protection requirements, including any consent, anonymisation, and transparency obligations, have been satisfied;
- ensure that assigned Licences or usage permissions do not infringe third-party rights;
- provide accurate ownership and licensing information;
- identify material restrictions relevant to downstream reuse, including restrictions arising under the EBRAINS Data Policy or where Products are intended for or used in AI-related workflows; and
- promptly address substantiated claims of infringement relating to their Products.

They remain responsible for resolving disputes relating to their Intellectual Property.

6. Compliance, Monitoring, and Enforcement

Compliance, monitoring, investigations, appeals, and enforcement measures relating to this EBRAINS IPR Policy are governed by EBRAINS Compliance & Enforcement, read together with the EBRAINS Terms of Use and any applicable Product- and Service-Specific Instruments.

7. Governing Law, Updates, and Miscellaneous Provisions

7.1 Governing Law and Jurisdiction

This EBRAINS IPR Policy is governed by Belgian law, without prejudice to mandatory legal protections applicable under relevant law.

The courts of Brussels, Belgium, have jurisdiction over disputes arising out of or relating to this EBRAINS IPR Policy, subject to mandatory law.

7.2 Updates

This EBRAINS IPR Policy shall be reviewed periodically and may be updated where necessary to reflect legal, regulatory, organisational, operational, or technical developments.

EBRAINS AISBL shall communicate material updates through the EBRAINS website or other appropriate channels.

7.3 Severability

If any provision of this EBRAINS IPR Policy is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.