

Intellectual Property Rights Agreement

Q-PLM

Quality Assurance for VET Providers Using Product Lifecycle Management

Project Number: 538379-LLP-1-2013-1-AT-LEONARDO-LMP

Article 1 Scope of the contract

The present contract deals with the intellectual property rights and copyrights of the products developed within the framework of the project

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which was implemented by a transnational consortium with the support of the Leonardo da Vinci Multilateral Projects for Development of Innovation of the *Lifelong learning Programme*. According to *Article II.8. pre-existing rights and ownership/use of the results* of the grant agreement signed between the *EACEA* and the promoting organisation, all intellectual property rights have so far been held by the *Berufsförderungsinstitut Steiermark*. With this present agreement, the rights will now be divided among the partners for good.

Article 2 Parties concerned

The parties concerned are the partners of the project that were involved in the development of the products of the project:

- **P1: bfi Steiermark (Promoter)**, Keplerstraße 109, 8020 Graz, AUSTRIA, represented for this project by Dr. Wilhelm Techt, MBA (Managing Director)
- **P2: INIT Developments Ltd. (Coordinator)**, Mecklenburg Straße 32a, 19053 Schwerin, Germany, represented for this project by Mr. Michael Schwaiger (Managing Director)
- **P3: Syntra West, Spoorwegstraat 14, 8200 Brugge, Belgium**, represented for this project by Mr. Johan De Neve (General Manager-Chief Executive)
- **P4: Fondo Foramcion Euskadi S.L.L., Carretera San Vicente Km 10, ES-48510 Trapagaran**, represented for this project by Mr. Cosme Garay Aguirre
- **P5: Länsirannikon Koulutus Oy WinNova**, Satamakatu 19, 26100 Rauma, Finland, Italy, represented for this project by Mr. Lasse Schultz (Managing Director)
- **P6: Cork Education and Training Board, 21 Lavitt's Quay, Cork, Ireland**, represented for this project by Mr. Timothy Owens (CEO)
- **P7: Chamber of Commerce and Industry of Slovenia (CCIS), Dimiceva 13, 1000 Ljubljana, Slovenia**, represented for this project by Mr. Samo Hribar Milic (General Director)
- **P8: University "Stefan cel Mare"**, Universitatii Street no. 13, 720229, Suceava, Romania, represented for this project by Prof. Dr. Valentin Popa (Rector)

Article 3 Duration of the contract

This contract enters into effect on the date the last contract versions was signed by the last party and is valid for five years; in any case, the contract ends with 01/10/2019 at the latest.

Article 4 Products of the project

The property rights of following products and outcomes of the project are settled by this agreement:

- **Q-PLM software for active product lifecycle management for VET providers**, available in ENG
- **Q-PLM software for active product lifecycle management for VET providers** available in DE, ES, FI, NL, SI, RO
- **Q-PLM handbook for active product lifecycle management for VET providers** available in ENG
- **Q-PLM handbook for active product lifecycle management for VET providers** available in DE, ES, FI, NL, SI, RO

Article 5 Pre-existing material

The Q-PLM software for active product lifecycle management for VET providers is not based on any pre-existing material/software.

Article 6 Third parties agreements

The development of the Q-PLM software and some parts of the products listed under Article 4, were subcontracted to third parties. According to the subcontracts made with these subcontractors no intellectual property rights can be deducted from their contributions.

Article 7 Intellectual property rights

As suggested to, discussed within and agreed by the consortium during the 3rd transnational project meeting in Cork, Ireland in November 2014 the intellectual property rights shall be settled as follows:

- 7.1. Berufsförderungsinstitut Steiermark generally represents the authority of the entire project group as owner of the intellectual property rights.
- 7.2. The idea for the development of the Q-PLM Software originates of bfi Steiermark.
- 7.3. The original source codes of the Q-PLM software stay with P1 Berufsförderungsinstitut Steiermark.

Additional regulations are the following:

- 7.4. Each project partner holds unrestricted rights for the usage of the Q-PLM software in EN language version. This includes the rights to develop further, to adapt and to combine with other content or structures, to reproduce and publish and, last but not least, to use commercially.
- 7.5. Each project partner holds unrestricted rights for the usage of the national Q-PLM software developed in the own country and in native language (including the translation into ENG). This includes the rights to develop further, to adapt and to combine with other content or structures, to reproduce and publish and last but not least to use commercially in the own country, as indicated and planned in the original project application submitted to the EACEA.
- 7.6. Each project partner holds unrestricted rights for the usage of the Q-PLM handbook in national language version. This includes the rights to develop further, to adapt and to combine with other content or structures, to reproduce and publish and, last but not least, to use commercially in the own country.
- 7.7. No project partner needs to inform the consortium nor has to ask for any permission in case it wishes to make use of its property rights.
- 7.8. Concerning issues as listed under 7.5., 7.6., each project partner holds the same share (12.5%).
- 7.9. In case of any commercial usage (also in own language and/or own country) each partner is solely responsible to meet all copyright regulations concerning pictures, videos and all other materials used; the Q-PLM consortium cannot be made responsible for any copyright abuse.
- 7.10. However, under no circumstances neither representatives of the consortium nor third parties must make use of the intellectual property rights if any kind of activity:
 - is not aligned with the objectives, aims and spirit of the project as expressed in the original application documents as well as in the other products and outcomes produced during the Q-PLM project's lifetime
 - is in conflict with frameworks, regulations, content and aims of official European Commission policies
 - could harm the interests or prestige of any of the consortium organizations.
- 7.11. In the following cases the intellectual property rights of the Q-PLM products stay as indivisible rights with the entire consortium:
 - translation of any content parts into any languages other than those represented by the consortium
 - transfer of any content into countries other than those represented by the consortium
 - any kind of promotion, development, publication, implementation or commercial use outside the languages and/or countries represented by the consortium
 - any kind of promotion, development, publication, implementation or commercial use intended by a person or legal entity not listed under *Article 2*.
- 7.12. In such cases, P1 Berufsförderungsinstitut Steiermark, generally represents the authority of the entire project group as owner of the intellectual property rights.
- 7.13. Any kind of request of a third party dealing with issues as listed under 7.11., an official written request has to be addressed to P1 by a third party. P1 will distribute this request in a proposal to all project partners asking for their opinion.

- 7.14. Project partners need to respond within 10 working days after P1 had distributed the proposal; partner can vote “for” or “against” a proposal; also an “abstention” is possible.
- 7.15. Each project partner organization has one vote.
- 7.16. Not responding at all to the distributed proposal will be counted as “vote for the proposal”.
- 7.17. A proposal is approved by simple majority.
- 7.18. In case of a tie vote, the vote of P1 counts double.

Article 8 Language of contract

This contract is compiled in English and it is not translated into any other languages.

Article 9 Nature of the agreement

This agreement is based on 7 bilateral agreements signed and stamped in two original versions by the legal representative of P1, *Berufsförderungsinstitut Steiermark*, and the individual organizations of the consortium. After the last bilateral agreement is signed and stamped, the overall agreement enters into effect. Any kind of amendment suggested to this agreement must be submitted to P1 in writing and needs the support of at least 50% of the organizations in the consortium. To be legally binding, any amendment to this agreement must be confirmed by 7 bilateral amendment documents signed and stamped by the legal representatives of the contracting parties.

Article 10 Jurisdiction clause

Failing amicable settlement, the Courts of Graz shall have sole jurisdiction to rule on any dispute between the contracting parties in respect of this contract. The law applicable to this contract will be the law of Austria.

Made in 2 copies

For the promoter
Berufsförderungsinstitut Steiermark

For the partner
Chamber of Commerce and Industry of Slovenia (CCIS)

[signature, stamp]

[signature, stamp]

Represented by Dr. Wilhelm Techt, MBA (General Manager)
Place, Graz
Date,

represented by Mr. Samo Hribar Milic (General Director)
Place,
Date,