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D22: Exploitation and Sustainability Plan

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	 Developing the Future	
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Reviews History

Version	Date	Modifier	Remarks
V1	9.3.2015	Tomaž Gregorič	First Draft
V2	25.8.2015	Tomaž Gregorič	Added details agreed at partner meeting in Ljubljana considering technical limitations
V3	30.12.2015	Tomaž Gregorič	Final Version

Executive Summary

This Exploitation and Sustainability Plan has been produced in order to outline the guidelines, and responsibilities for exploitation activities during the project time and to make plans how to finance and continue work after the EU financing of the project ACTS will end.

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1. Definition of exploitation and sustainability

To exploit means “make use of and derive benefit from...”The EC defines exploitation into two distinct categories: mainstreaming and multiplication. Mainstreaming is “the planned process of transferring the successful results of programmes and initiatives to appropriate decision-makers in regulated local, regional, national or European systems”. In contrast, multiplication is “the planned process of convincing individual end-users to adopt and/or apply the results of programmes and initiatives”.¹

A project is sustainable when it continues to deliver benefits to the project beneficiaries and/or other constituencies for an extended period after the Commission’s financial assistance has been terminated.²

The results of projects funded through EU programmes and initiatives need to achieve maximum impact: they should radiate as widely as possible so that the valuable lessons and experience gained by one group can benefit others. What is learnt from a project should inform future policy. The aim is to create a virtuous cycle of influence making results more sustainable, maximising their impact, optimising investment, improving systems, pooling knowledge to avoid overlap of effort, and then feeding back into policy-making.

¹ Taken from http://eacea.ec.europa.eu/erasmus_mundus/tools/glossary_en.php

² Taken from <http://eacea.ec.europa.eu/tempus/doc/sustainhandbook.pdf>

2. Exploitation

2.1. Exploitation Objectives and Tasks

The purpose of the exploitation activities is to involve target groups, institutions and stakeholders in the project already during its lifetime. Only the target groups that we access can adopt the results of the project which is the main goal of exploitation. The results of a project can bring about real change at both micro level (seafarers) and at macro level by influencing teaching systems and policy. The means of exploiting results should differ in complexity, tending to be simpler at end-user level and more complicated at policy level.

To ensure effective exploitation of the ACTS project results both the **multiplication** and the **mainstreaming** must be achieved. The exploitation activities must be implemented simultaneously by all partners in the whole second phase of the project lifetime and after its conclusion.

2.2. Multiplication or the horizontal exploitation

The exploitation of the ACTS project results is tightly connected to the dissemination process. The multiplication will occur as a consequence of the dissemination activities and toolkit of ACTS that have been identified in the Dissemination plan:

- Project Brand (Logo, website, newsletter template, leaflet/flyer template and promotional brochure)
- Partner Websites
- Web advertising
- E-Newsletters
- Mail Shots 1,2
- National Project Workshops
- Project Final Conference
- Promotional Articles
- Academic Papers presented at major conferences
- Translations
- Online discussions
- International Awarding, Accrediting and Licensing Bodies

Partners should use all means possible to reach students, cadets and professionals who are the ultimate end users / beneficiaries of the ACT's outputs.

Exploitation impact will be measured by:

- number of eColregs.com website visitors,
- number of eColregs.com registered users; the access to the course should be restricted by user name/password at certain level.

2.3. Mainstreaming or vertical exploitation

Through the multiplication effects of the exploitation process, the ACTs e-learning platform shall become the reference point for learners looking for a COLREG course. This will be an entrance ticket for presenting the outcomes of the project to appropriate decision-makers in regulated local, regional, national or European systems: MET Providers and Teachers and International Awarding, accrediting and licensing bodies. Partners should encourage relevant MET Providers to include ACTs e-learning platform of Colregs rules in their teaching process and to adopt it according to the national and regional needs. Vertical exploitation will use the same dissemination activities to reach the goals as the horizontal exploitation.

2.4. Exploitation Partners

All project partners will be involved in exploitation activities to ensure maximum impact and results.

Name	Acronym	Exploitation Role	Country
University of Rijeka	UoR	Partner	Croatia
Centre For Factories of the Future	CFF	Partner	UK
Nicola Vaptsarov Naval Academy	NVNA	Partner	Bulgaria
Piri Reis University	PRU	Partner	Turkey
Sea Teach S.L.	Sea Teach	Partner	Spain
Spinaker	SPIN	Co-ordinator	Slovenia

2.5. Exploitation results

Exploitation is a result of the dissemination activities, with the aim to reach the highest possible number of end users who will benefit from project results. All exploitation activities were reported through the existing Dissemination Activities Reporting Template as used to report the dissemination activities.

Partners recorded their exploitation activities and results in the report template on the regular basis. These reports were used as a proof of exploitation activities.

At the end of the project Spinaker prepare summary report of exploitation activities and results.

3. Sustainability

3.1. Financial plan

A sustainable project, in order to be maintained, need to secure appropriate resources as follows:

- financial resources (internal or external)
- human resources and
- equipment.

The project managers should anticipate the end of the EU funding sooner rather than later by seeking alternative sources of financing or by making the project self-sufficient. Just because a project is completed does not mean its results should disappear. It is important to keep them visible and available, especially through websites, so that target audiences can access them, learn from them, adapt them to their own needs and even build on them and take them to the next level.

Project partnership should gather ideas how to finance all necessary activities and other costs related to maintenance of the website and the project outcomes. Possible solutions:

- advertising and/or
- splitting the e-learning platform on more access levels where access to some levels is charged.

Any approach to achieve the sustainability of the project and its results shall be defined in the IPR agreement which shall be signed by all partners by the end of the project lifetime and in the Commercialization agreement which shall be signed by all partners in few months after end of the project lifetime.

3.2. IPR agreement

The IPR agreement defines only intellectual property rights as well as the rights of each partner to use and exploit the results and products of the project. The IPR agreement is also the agreement on which will be based the Commercialization agreement.

3.3. Commercialization agreement

Commercialization agreement is only related to exploitation of project results to MET institutions and/or some end-users, i.e. giving them the e-learning platform usage rights by charging it. As some content available at ecolregs.com is not going to be free of charge, the relation between partners should be well defined in the Commercialization agreement in terms of distributing collected earnings among them.

Distribution of collected earnings by whichever partner as a result of the exploitation (selling) activities should be distributed among partners considering:

- engagement in selling activities,
- IPR rights (each partner has a specific share which should be agreed among the partnership),
- billing costs (actual seller may be any partner),

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- banking costs for receiving the monies,
 - costs for distribution of earnings including banking costs (partner which collected the monies),
 - server hosting maintenance costs,
 - e-learning platform content system maintenance costs,
 - e-learning platform content maintenance costs if foreseen.

Engagement in selling activities shall definitely get the highest portion of an earning. Usually it is 50%.

3.4. E-learning platform access levels

Obtaining some earnings directly from e-learning platform is only possible by introducing different access levels to the learning platform while at least one of them requires the payment for the access of at least some content.

These access levels may be:

- guest access level (free of charge; access to all rules with limited number of scenarios and without access to videos and simulations)
- registered user access level (free of charge, but registration is mandatory; same as guest access level but with access to videos and simulations)
- full access level (to be paid; access to all available online materials)

3.5. Plan for the future work on the project

After the conclusion of the project lifecycle, the partners who are VET providers and/or adult education providers will use the ACTs e-learning platform in their education programme and also as one of their promotional tools. All project partners will continue the dissemination and exploitation process after the lifetime of the project by using the website and by sharing information about the project outcomes with their wider networks of partners.

The involvement of all consortium members is one of the most crucial sustainability factors. Partners should analyse the sources of the consortium members' motivation and develop a shared interest based on mutual benefits for all the partners. Certain upgrades of the e-learning tool might be considered in the future.

4. Outputs of the WP 9

- Task 9.1. Exploitation activities
- Task 9.2. Final Conference; UoR with support from C4FF and all other partners will organize a final conference in Croatia. All representatives from major social partners, ship building and operating companies, social partners and academic institutions specifically target representatives from the project target groups will be invited to the conference.
- Task 9.3 Exploitation and Sustainability Plan, IPR Agreement; The IPR agreement will be compiled by C4FF and when it is agreed among all partners it shall be signed. The agreement will define intellectual property rights as well as the rights of each partner to use and exploit the results and products of the project. The agreement is attached as appendix of this document.
- Task 9.4. Sustainability of the project

Appendix 1. IPR agreement

INTELLECTUAL PROPERTY RIGHTS AGREEMENT FOR AN ACTION BASED ON AGREEMENT NUMBER 2013-1-HR1-LEO05-03048, Project No. 2013-1-HR1-LEO05-03048, Avoiding Collisions At Sea Project (ACTs)

LEONARDO DA VINCI TRANSFER OF INNOVATION PROJECT LIFELONG LEARNING PROGRAMME

SCOPE OF THE AGREEMENT

The present Agreement deals with the Intellectual Property Rights (IPR) of the products developed in the framework of the Lifelong Learning Programme (LLP) project **Avoiding Collisions At Sea Project (ACTs)** Project no: **2013-1-HR1-LEO05-03048**, which was implemented by a transnational consortium with the support of Croatian National Agency.

ARTICLE 1/ PRODUCTS OF THE PROJECT

The Project Products that have been produced and developed as a result of the ACTs Project will be a part of the Intellectual Property Rights which will be governed by this Agreement.

The products of the ACTs project are the deliverables in the approved ACTs application include, but not limited to:

- Actual COLREGs in all partner languages
- New modular course with learning materials
- Integrated e-learning and e-assessment platform
- Project website
- Full Translation of the COLREGs course

ARTICLE 2/ PARTIES CONCERNED

The parties for the purposes of this Agreement are the Beneficiary and the partners of the project that were involved in the development of the products of the project, namely:

- Faculty of Maritime Studies, University of Rijeka, Studentska 2, Croatia, represented by Serdjo Kos, Dean (hereafter referred to as “The Beneficiary”)
- Centre for Factories of the Future - C4FF, Berkeley House, 6 The Square, Kenilworth, UK, represented by Martin Ziarati, director (hereafter referred to as “Management co-ordinator”)

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- SPINAKEER d.o.o, Portoroz, Soncna pot 8, 6320 Portoroz, Slovenia, represented by Tomaz Gregoric, Director (hereafter referred to as Partner)
 - Piri Reis University, Postahane Mahallesi, Eflatun Sokak No:8, 34940 Tuzla Istanbul, Turkey, represented by Oral Erdogan, Rector (hereafter referred to as Partner)
 - Nicola Vaptsarov Naval Academy, Varna, 73 V. Drumev St. Varna 9026 Bulgaria, represented by prof. Boyan Mednikarov, Rector (hereafter referred to as Partner)
 - Sea Teach S.L., Port Petit 324, 07660 Cala D'or, Mallorca/ Spain, Spain, represented by Silja Teege, director (hereafter referred to as Partner).

ARTICLE 3/ PURPOSE OF THE AGREEMENT

The goal of this Agreement is to guarantee the intellectual property rights of Project Partners with respect to the codes decreed by the European Commission, while regulating the future use of project results and ensuring a widest dissemination of them.

ARTICLE 4/ DURATION OF THE AGREEMENT

This Agreement enters into force on the date it is signed by all parties and is valid for an indefinite period of time.

The parties may propose amendments to this Agreement that have to be approved by all the parties concerned.

ARTICLE 5/ MATERIAL USED

The output of the project is the result of original work in the framework of the ACTs project.

The photos and learning materials for the development of the platform have been provided by partners or external sources, any copyright issues are covered by the terms and conditions of the ACTs platform (www.ecolregs.com).

ARTICLE 6/ THIRD PARTIES AGREEMENTS

For the development of the products some subcontractors have contributed. According to the relevant subcontracts with these subcontractors they have stated that they do not have nor will have claim to any Intellectual Property Rights.

ARTICLE 7/ INTELLECTUAL PROPERTY RIGHTS

All project partners mentioned in Article 2. bear equally the Intellectual Property Rights of the products specified in Article 1. of the present agreement.

All partners in their capacity of owners of the Intellectual Property Rights over the products mentioned in Article 1. are granted with the following permissions:

- a) to disseminate and use the project platform in their organisation for aims with no financial impact (no income generated from them).
- b) any further development of the products mentioned in Article 1, should be agreed by all partners in a written form,
- c) if the project website domain will no longer be held by Centre for Factories of the Future, the beneficiary and other partners will be informed and a transfer of ownership will take place as agreed by project partners.

ARTICLE 8/ COMMERCIALISATION

Commercialisation of the products specified in Article 1. is not a subject to the present Agreement. All partners agree to the future commercialisation of the products. Terms and conditions will be regulated in Commercialisation Agreement.

ARTICLE 9/ LANGUAGE OF THE AGREEMENT

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

ARTICLE 10/ COMPLIANCE WITH LAWS

Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

ARTICLE 11/ GOVERNING LAW

The present agreement has been constituted and shall be governed by the relevant Croatian legislation.

ARTICLE 12/ SETTLEMENT OF DISPUTES

If the dispute cannot be settled via Arbitration procedure under the World Intellectual Property Organisation (WIPO) Arbitration Rules, it should be referred to the exclusive jurisdiction of Republic of Croatia applying the national legislation of the Beneficiary.

Done in six identical copies in English language, one for the Beneficiary and one for each of the project partners.

For Faculty of Maritime Studies, University of Rijeka,

Name of the Legal Representative: Serdjo Kos, Dean

Date:

Place: Rijeka

Signature:

Stamp:

For Centre for Factories of the Future,

Name of the Legal Representative: Martin Ziarati

Date:

Place:

Signature:

Stamp:

For SPINAKEER d.o.o,

Name of the Legal Representative: Tomaz Gregoric

Date:

Place:

Signature:

Stamp:

For Piri Reis University,

Name of the Legal Representative: Oral Erdogan

Date:

Place:

Signature:

Stamp:

For Nicola Vaptsarov Naval Academy,

Name of the Legal Representative: Boyan Mednikarov

Date:

Place:

Signature:

Stamp:

For Sea Teach S.L.,

Name of the Legal Representative: Silja Teege

Date:

Place:

Signature:

Stamp: