



Leonardo da Vinci



Programme d'éducation
et de formation
tout au long de la vie

LEONARDO DA VINCI - PROJETS TRANSFERT D' INNOVATION

TREE PROJECT

TREE Property Right Agreement

The Undersigned (hereinafter referred to as: "Partner P1 -> P6") and the *Chambre de Commerce et d'Industrie de la Drôme - CFPF, 52-74 Rue Barthélémy de Laffemas, FR – 26010 – VALENCE Cedex* (hereinafter referred to as "Contractor"), have cooperated on the basis of a contract concerning the project "TREE" - Training Result Elearning Evaluation (hereinafter referred to as: "Project") in the context of the Leonardo da Vinci-programme of the European Commission.

The parties wish to sign this agreement in order to stipulate their rights and obligations in the context of the commercialisation of the TREE products. By TREE products, the partner understands the 4 options detailed in the business plan.

The Partner has:

- Created questions in his mother tongue and translated them in English
- Translated questions from English language to his mother tongue.

All the questions are included in a database to be used in an online questionnaire.

With respect to this contribution (hereinafter referred to as "Contribution of the Partner") the Partner declares:

1. The Partner has obtained all copyright licenses and authorisations from the authors or from third persons owning copyright in material included in the Contribution of the Partner to the extent necessary to make use of the Contribution of the Partner to perform the Project and to publish and exploit the Contribution of the Partner as part of the Project results according to the objectives of the Project as lined out in the Project documents.
2. The partner has the responsibility to respect the European law in writing in his mother tongue in each TREE products "This project has been funded with support from the European Commission. This publication reflects only the author, and the Commission is not responsible for any use that may be made of the information contained therein.
3. The Partner warrants that any use of the Contribution of the Partner as described under para.1 does not violate any third parties' rights.

4. The partner agrees that the questions he has produced to be translated by a third party provided that this is consistent with the business plan
5. However, the partner shall agree not to authorize or enable the use of the TREE products, whether protected or not, or any of the said services in any other work or programme liable to compete with the TREE products, in particular in all programmes with the same purpose, for a period of five years effective from the date of signature of this contract, unless this is accepted by a majority of two thirds or where the partners unanimously declared that failure to use the said data would contract the basic assignment which is the dissemination of the results.
6. It is recalled that the partner shall benefit from a free, non-exclusive licence entitling it to the following rights, with no time or geographic limits, for at least the period of the intellectual property rights of the product, for the entire world:
 - The right to keep one copies of the TREE products.
 - The right to distribute all pertinent information concerning the TREE products, while respecting rules of confidentiality.
 - The right to present the TREE products throughout the world in all public places.
7. The transfer of the questionnaire on line shall be limited to the use and adaptation of software creations in order to use the TREE products on all media, via all networks and with all developments. Partner shall explicitly agree not to use the source codes or to communicate them to third parties for other interactive multimedia programmes, with the exception of the uses mentioned heretofore. However, the Partner shall agree not to authorize or enable the use of these software creations in another work or programme liable to compete with the TREE products with the same purpose, for a period of five years effective from the date of signature of this contract.
8. Any Development of the TREE products must be approved by all the partners and shall lead to the signature of separate agreements stating the conditions of production and use of the Developments. However, in the case where disagreement concerning a development lasts for more than three months, the Contractor shall be authorized to take all the steps necessary for production and marketing of the developments, with each Partner receiving its share of any operating income in proportion to 1/6.
9. Each partner is free of edition, publishing use, marketing and the distribution of TREE products and their evolutions in his own country, for all publishing use modes and all the rights y related.
10. Other than the common law guarantees and those stated elsewhere in this contract, the Partner shall guarantee the Contractor that it has the full powers and the capacity to sign and execute this contract in full.
11. The Partner shall guarantee perfect compliance of its services and shall be solely responsible for any direct or indirect damage, which the Contractor and/or any third party could suffer due to this.

12. The Partner declares that, on its own, it has the power to grant the rights covered by this agreement.
13. The Partner shall guarantee the Contractor against all disturbance, claims and evictions whatsoever and shall guarantee the uncontested and exclusive use of the rights granted hereunder.
14. The Partner shall guarantee the Contractor against any action or claims which could be taken or made by any individual or legal entity which considers that it has any claim whatsoever to all or part of the Partner's services (in particular authors, artists, performers, copyright collection and distribution companies, co-producers, holders of rights to an image and/or personality rights, holders of trade mark rights, consumers, etc.).
15. The Partner shall guarantee the Contractor that no sum will be due by CFPF, for any reason whatsoever.
16. The Partner shall agree to compensate the Contractor immediately for any claim and/or recourse and for any expenses or damages which could result for it from the consequences of such claims and/or recourse and, in general, against all damages and interests and costs incurred, including lawyers' fees.

Moreover, by the signature of this commitment the partner accepts that CCID manages during these next 5 years the incomes of the TREE products sale.

17. Each end of year, CCID will list all the incomes received during the year and the operating accounts will be presented annually within three months of expiry of the end of the civil year. The total amount will be shared by 6 and should be paid within 60 days of the end of the year.
18. In order to ensure marketing coherence, the Partner shall agree not to sell TREE products or let it be sold at a public price 10% (ten per cent) lower or higher than the recommended public prices established in the business plan. The partner should ask for the other partners' explicit approval in order to set the date from which the said modification will take place. The parties shall negotiate in order to determine together the date when the new public price will apply. The said date should be set within a maximum of three months of the date of the recommended price modification request.
19. The benefit of this contract may not be transmitted or transferred to a third party unless prior, written authorization is received from the Partner. This contract may not be refused or delayed in an unreasonable way.

20. In the event of any dispute, jurisdiction shall be attributed to the competent Valence courts.

Date: 18 November 2015

Name of Partner:

Signature on behalf of Partner