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Farm inc. // Project Number 2013-1-IT1-LE005-03986

Intellectual Property Rights Agreement (IPR)

This Intellectual Property Agreement is made on 30/10/2015 among the following parties:

University of Macerata (UNIMC), represented by Rector Professor **Luigi Lacchè**, (hereinafter "**Project Leader**")

and

1) Militos Consulting S.A., represented for the purposes of signature of this agreement by **Mr. Filippos Karamanlis**

2) INIPA represented for the purposes of signature of this agreement by **Mr. Giacomo Bertolini**

3) Copa Cogeca represented for the purposes of signature of this agreement by **Mr. Pekka Pesonen**

4) Hellenic American Union (HAU) represented for the purposes of signature of this agreement by **Ms. Vassiliki Branika**

5) Union Farmers Parliament (LVFP) represented for the purposes of signature of this agreement by **Ms. Maira Dzelzkaleja**

6) RNDO Limited (R&Do) represented for the purposes of signature of this agreement by **Mr. Stelios Anastasiou**

(hereinafter "**Partners**")

The Project Leader, the Project Coordinator and Partners, hereinafter "**Signatories**", agree to cooperate in accordance with the terms and conditions set forth herein.

PREAMBLE

Whereas **Background Knowledge** consists in any skills, knowledge, know-how and competences that each signatory possessed prior to the start of the Farm inc. project, including copyrights or other IPR pertaining to such information, which have been contributed to the project.

Whereas **Foreground Knowledge** consists in any skills, knowledge, know-how, competences, generated under the implementation of Farm inc. project, by Signatories jointly or independently, wholly or partially included in deliverables, products, services or any other result deriving from the Project directly or indirectly. Such knowledge includes rights related to copyright, design rights, patent rights or similar forms of protection.

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OBJECT

With this agreement, Signatories agree on the terms and conditions for the protection of background knowledge used in the project and for the use and future exploitation of the foreground knowledge produced by the Farm inc. project, especially the project results, produced either as isolated educational and learning tool or integrated into a training programme, in full conformity with the provisions laid down in Grant Agreement Number 2013-1-IT1-LEO05-03986 signed between the **Rector of the University of Macerata (UNIMC) Professor Luigi Lacchè**, and the **Italian National Agency**.

This agreement shall be deemed to fully comply with the objectives of the project and the purposes of its outputs/products/results, namely to produce an online, interactive learning and training tool for introducing marketing principles in the agricultural sector in view of strengthening and promoting rural development and empowering the small farmers and agricultural entrepreneurs to increase their competitiveness and market share up against the bigger players in the food chain.

In particular, Signatories have discussed and agreed the following:

1. SCOPE OF AGREEMENT

This agreement covers all background knowledge as well as foreground knowledge, as described in the preamble, as follows:

1.1 Background Knowledge, as described in the preamble.

1.2 Foreground Knowledge, including all commonly produced Farm inc. project results, which consist in the following:

1.2.1 The **needs analysis survey, report and research**, validated by focus groups held in the three (3) target countries (Italy, Greece, Latvia)

1.2.2 The **updated EU co-funded project FarmsUp database**, to the part that new projects have complemented the existing database available at http://farmsup.eu/en/page/search

1.2.3 The **piloting report** for pilots held in three (3) target countries (Italy, Greece, Latvia) compiling the findings and reported input of Signatories' individual piloting reports (1 report per pilot training)

1.2.4 The **report for roundtable discussions and infodays** held in four (4) target countries (Belgium, Italy, Greece, Latvia) compiling the findings and reported input of Signatories' individual roundtable and infodays reports (1 report per roundtable/infoday)

1.2.5 **Internal plans/reports** like the project management plans, quality management plans, dissemination plans, sustainability plans and **internal communication tools** (templates, questionnaires, related knowledge shared, news, etc.)

1.2.6 The online **interactive learning and training platform** of 6 Modules, based on material of the best practice LdV Proud Farmer project, including the newly developed

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Modules on branding and internationalization, in 5 languages (English, Italian, Greek, French and Latvian) available at http://training.farminc.eu/

1.2.7 The **handbook for trainers** (users' manual) and **case study guidelines** in 5 languages (English, Italian, Greek, French and Latvian)

1.2.8 The **project visual identity items** (logo, templates, posters, banners, promotional material) in all Signatory languages (where relevant)

1.2.9 The **project website** and **social media** accounts in all Signatory languages (where relevant)

2. INTELLECTUAL PROPERTY RIGHTS (IPR)

2.1 All intellectual property rights pertaining to the foreground knowledge shall be jointly and equally owned by the Signatories. Without prejudice to this article, the Signatories grants the National Agency (ISFOL) and the European Commission the right to make free use of the results of the action as they deem fit, provided they do not thereby breach their confidentiality obligations or existing industrial and intellectual property rights (as set out in article 3.2 of general conditions of the grant agreement signed between Macerata and NA).

2.2 Signatories have full and exclusive ownership of the copyrights, neighbouring rights and any and every kind of exploitation, transmission, fixation and distribution rights related to the foreground knowledge as well as of any other registered IPRs issued upon the implementation of the Project, in accordance with this agreement.

2.3 Nothing in this agreement shall be construed in a way to affect the intellectual property rights (IPR) of the Signatories and third parties (e.g. subcontractors) pertaining to their background knowledge, including all contributions (e.g. photos, graphics, sounds, programming etc.), which they made available during the Farm inc. project but is not included under the Foreground Knowledge.

2.4. Each contracting party shall release the other contracting parties and the National Agency from any civil liability in respect of IPR damages resulting from the use of the contributions, suffered by itself or by its personnel or by its third parties (e.g. subcontractors).

3. AUTHORSHIP, COPYRIGHT AND LICENSE

3.1 All parties share the complete common authorship and, therefore, share the usage rights of the foreground knowledge.

3.2 The usage of rights relies on the responsibility of all parties to indicate the copyright reference to all the authors, including their names and logos, as well as the European Commission's project disclaimer, here below, in each presentation, promotion or activity implying the use of any part of the foreground knowledge, including the project results:

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3.3 With regard to external source, referenced material/content, included in the online learning and training platform per se (not especially referring to the Farm inc. project or exported in the format and visual identity of the Farm inc. project), the following license applies.

Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) http://creativecommons.org/licenses/by-nc-nd/4.0/

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4. ACCESSIBILITY TO FOREGROUND KNOWLEDGE

According to a principle of trust between the beneficiaries and Signatories, the Signatories hereby agree to respect the following principles:

4.1 All language versions of the public project results under article 1 above will be freely accessible, via the Farm inc. website www.farminc.eu and training platform http://training.farminc.eu throughout three (3) years from the signature of this agreement. At that time, Signatories will decide if the Farm inc. website and platform and other parts of the foreground knowledge should continue being freely available on the website and platform

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and/or if it will be posted in a repository managed by one or more of the Signatories or the European Commission.

4.2 The website and training platform will be the main online means by which the project foreground knowledge, as developed, will be available, unless otherwise agreed by the Signatories. Signatories can also share the foreground knowledge on their official websites or other pages, as they seem fit, provided that the licensing rules under 3.2 above are clearly stated.

4.3 With regard to the training platform in particular, each Signatory has the right to maintain the English and national partner language version on their own server and host it under their own domain name, provided that the licensing rules under 3.2 above are clearly stated.

4.4 Signatories are responsible for providing material to keep the website and platform updated, according to the project's agreed sustainability plan, for the period of duration of this agreement.

4.5 With regard to the training platform and material in English and national Signatory language version, each partner has the right to make changes, updates, enrich and/or personalise the material, on the basis of the license below.

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It falls under the discretionary power of any of the Signatories that has substantially enriched and/or updated the content of the Farm inc. platform in any form and any of the languages to inform the other Signatories and make the material available to them for use, reference and/or uploading on their servers and/or official Farm inc. platform by the Signatory responsible to upload them, if deemed necessary and as possible and/or rational in terms of cost-benefit analysis. In case of disagreement as to whether to accept and upload the provided material on the official platform, the Farm inc. consortium majority vote in writing commits all partners, whereas majority is decided according to 4.6 below.

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4.6 Majority in the case of 4.5 above is considered to have been achieved when 51% of the partners' votes (1 vote per partner) have been ensured in writing. In case of tie, the vote of the project leader counts as double.

4.7 Each signatory is responsible for his/her national language project related information and where two Signatories share a common language, this responsibility is shared equally between them.

4.8 The Project Leader will be responsible for coordinating actions provided for in this Article and for attaining and coordinating the implementation of related common decisions. All Signatories commit to collaborate in good faith with the Project Leader in order to ensure a smooth implementation of the provisions in this Article and in this IPR.

5. EXPLOITATION AND COMMERCIAL USE

5.1 Signatories are free to commercially use any part of the foreground knowledge in English or their country languages' versions in any country (inside or outside the European Union) with the exception of the other Signatories' countries. That exception could be circumvented in writing by an agreement between Signatories for a particular case and in relation to their countries.

University of Macerata and INIPA in Italy as well as Militos Consulting S.A. and Hellenic American Union in Greece as share the right of exploitation in Greece equally and independently.

5.2 Signatories renounce the right to claim profit or monetary benefits from the commercial exploitation of the foreground knowledge, especially the project results from other Signatories, within the limitations of article 5.1.

5.3. Each contracting party shall release the other parties and the National Agency from any civil liability in respect of any damages (e.g. of IPR, ethics etc.), resulting from the performance of exploitation, suffered by itself or by its personnel or by its third parties (e.g. subcontractors).

5.4 In case one or some of the Signatories plan to seek additional funding for further developing the Farm Inc. platform through the submission of proposals by transnational consortia, all Signatories should be informed and invited to participate in a timely manner. In that case, Signatories would need to communicate their response within a rational period of 10 working days, notwithstanding a shorter deadline imposed by the submission procedure or the funding agency(ies), in which case they would have to act in a shorter period of time that the one stipulated herein. If the respective set deadline passes unanswered, the Signatory in question is deemed to have declared unavailability or lack of interest to participate.

6. PLATFORM TECHNICAL AND FINANCIAL MAINTENANCE

6.1 As the technical developer of the main project result, namely the Farm inc. online learning and training platform, RNDO will be the Signatory responsible for the maintenance and safeguarding of the Farm inc. website www.farminc.eu and the platform's http://training.farminc.eu source code, the coordination of the continuous maintenance and availability of the platform. Any improvement or progress in the platform itself will be

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coordinated and developed by RNDO and agreed by the majority of parties, as provided for under 4.6 above.

6.2 RNDO undertakes the official Farm inc. website and platform financial maintenance, including the domain and hosting services, for the period of the duration of this agreement, namely for three (3) years, as stated under Article 8. In case of damage or requirement for the platform implicating an additional unforeseen cost, all Signatories will have to agree with the restoration of the damage or the serving of the requirement in question and in such case, will share all additional expenditures equally.

6.3 In case RNDO, for any technical, financial or legal reason, is not in a position to guarantee the responsibilities set in this article, it is obliged to, properly and in a timely manner, inform the Signatories and make available to them all the required electronic components in order to guarantee and continue with the technical and financial maintenance of the game.

7. OTHER SOURCES OF INCOME: ADVERTISEMENT AND SPONSORSHIP

7.1 Parties are free to include advertisements, sponsors and/or commercialise in other ways the Farm inc. platform as hosted under their own domain names, provided that the advertisements and/or sponsors are in line with the philosophy behind the project and the European Union purpose as mentioned above and subject to any limitations arising from the current IPR.

7.2 The Signatory that produces revenues from advertisements, sponsors and/or other commercialisation under 7.1 above will be the sole recipient of those revenues.

7.3 Advertisement, sponsorship and/or any other type of commercialisation of the Farm inc. e-learning platform, would have to be the object of a separate commercialisation agreement among the Signatories, not falling within the scope of the current IPR agreement.

8. DURATION OF THE AGREEMENT

This Intellectual Property Agreement is effective for a time period of three (3) years, starting from the date of signature. Following the termination of this agreement, the availability of the products will be subject to an agreement of the signatories in writing.

9. RENEWAL OF AGREEMENT

Intellectual Property Agreements can be renewed after the termination of the contract by all parties signing a renewal agreement.

In case one of the Signatories of this agreement has been legally extinct in the meantime, disappears or shows no sign of interest in remaining part of the project, the other parties will have the right to renew the agreement without him/her.

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10. PRIVACY AND CONFIDENTIALITY

10.1 Without prejudice to the exceptions that may provided herein or in any applicable legislation, no Signatory shall disclose in any way the terms of the present agreement and any information that may be acquired by Signatories during the Project or under the present agreement, unless agreed by mutual consent.

10.2 Each Signatory shall only disclose such information to very few qualified members of its personnel and its collaborators as may be necessary for the performance of the present. The Signatories shall ensure that any third party having access as above is made aware and undertakes to abide by the terms of the present clause.

10.3 Signatories agree that confidentiality obligations remain valid post termination of this agreement.

11. LIMITATION OF LIABILITY

11.1 The Signatories shall not be liable for the accuracy or effectiveness of the foreground knowledge available or for breach of duty or tort directly related to the learning and training interactive tools, except in case of intent.

11.2 The Signatories do not warrant that the rights of use granted by them can be executed without infringement of any third party's rights. Such limitation of liability shall not apply in cases of intent.

12. JURISDICTION CLAUSE

12.1. Signatories, individually or jointly, may terminate the agreement if a party has inadequately discharged or failed to discharge any of the contractual obligations in the present, provided that proven and verified notification of the party in question by any means, phone, email, fax or letter has remained without effect for 10 working days.

12.2 Failing amicable settlement, all claims and disputes arising under or related to this Agreement are to be settled by the courts of the defendant.

12.3 Amendments to this agreement shall be made by a supplementary agreement signed on by a legal representative of each signatory.

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