

Deliverable Number 1:

Final Plan for the Use and Dissemination of the Foreground

Project Funding



RTD Partners



University of Brighton



Univerzita Karlova v Praze
Charles University in Prague

CSO Partners



EBBF

European Bahá'í Business Forum

BASED • UK

Bahá'í Agency for Social and Economic Development

ARC

ALLIANCE OF RELIGIONS AND CONSERVATION
launched in 1995 by HRH The Prince Philip, Duke of Edinburgh KG KT



Earth
Charter
Initiative



People's Theater
mitdenken, mitbewegen!

ESDinds**Deliverable 1: Final Plan for the Use and Dissemination of the Foreground**

Extracts from the Consortium Agreement which show the clear specification of Foreground IPR as required for this Deliverable:

CONSORTIUM AGREEMENT (extracts)

BETWEEN:

(1) University of Brighton with its administrative offices at: Mithras House, Lewes Road, Brighton, BN2 4AT, United Kingdom (the “Coordinator”)

And

(2) Earth Charter Initiative with its registered office address at: Earth Charter Initiative, University for Peace, PO Box 138-6100, San Jose, Ciudad Colon Costa Rica (“ECI”)

(3) European Baha’i Business Forum with its registered office address at: 45 Rue Pergolese, Paris, 75116, France (“EBBF”)

(4) Alliance of Religions and Conservation with its registered office address at: The House, Kelson Park, Bath, BA1 9AE, United Kingdom (“ARC”)

(5) Baha’i Agency for Social and Economic Development – United Kingdom with its registered office address at: 27 Rutland Gate, London, SW7 1DP, United Kingdom (“BASEDUK”)

(6) People’s Theater e.V. with its registered office address at: 75 Offenthaler Strasse, Dietzenbach, 63128, Germany (“PT”)

(7) Arthur Lyon Dahl with his registered office address at: 12 B Chemin de Maisonneuve, Geneve, 1219, Switzerland (“DAHL”)

(8) Univerzita Karlova V Praze with its registered office address at 3/5 Ovocny Trh, Praha 1, 116 36, Czech Republic (“CUEC”)

hereinafter, jointly or individually, referred to as “Parties” or “Party” relating to the Project entitled “The development of indicators and assessment tools for Civil Society Organisation (CSO) projects promoting values-based education for sustainable development” in short “ESDinds”, hereinafter referred to as “Project”



“for Use of own Foreground”:

Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

However, this Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the Grant Agreement (Grant Agreement Article II.37. and II.38.).

3.3 Survival of rights and obligations

The provisions relating to Access Rights, Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement as agreed in respective articles.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Project Management Group and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure



that the use of third parties does not affect the rights and obligations of the other Parties regarding Background and Foreground.

Section 5: Liability towards each other

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations under this Consortium Agreement or from its use of Foreground or Background.

Section 6: Governance structure for Small Collaborative Projects

(No relevant points in this section)

Section 7: Financial provisions

(No relevant points in this section)

Section 8: Foreground

Regarding Foreground, Grant Agreement Article II.26. - Article II.29. shall apply with the following additions:

8.1 Joint ownership

In case of joint ownership of Foreground each of the joint owners shall be entitled to use the joint Foreground as it sees fit, and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

- at least 45 days prior notice must be given to the other joint owner(s); and
- fair and reasonable compensation must be provided to the other joint owner(s).

8.2 Transfer of Foreground

Each Party may transfer ownership of its own Foreground following the procedures of the Grant Agreement Article II 27.



It may identify specific third parties it intends to transfer Foreground to in [Attachment (6)] to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the Grant Agreement Article II.27.3.

The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to [Attachment (6)] after signature of this Agreement requires a decision of the Project Management Group.

The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice foreseen in Grant Agreement Article II 27.2.

Section 9: Dissemination

9.1 Publication

Dissemination activities including but not restricted to publications and presentations shall be governed by Article II.30 of the Grant Agreement.

The Party objecting to a publication has to show that its legitimate interests will suffer great harm and shall include a request for necessary modifications. This has to be done as soon as possible and at the latest 2 weeks after the publication has been received by the concerned Party. The Party intending to disseminate shall take the appropriate steps of deleting such other Party's Background/Foreground from the intended publication.

9.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party may **not** publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval.

9.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.

9.4 Use of names, logos or trademarks



Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Section 10: Access Rights

10.1 Background covered

The Parties shall identify in the [Attachment 1] the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the Grant Agreement.

Such identification may be done by e.g.

- naming a specific department of a Party
- and/or by subject matter.

The owning Party may add further Background to [Attachment 1] during the Project by written notice. However, only the General Assembly can permit a Party to withdraw any of its Background from [Attachment 1].

The Parties agree that all Background not listed in [Attachment 1] shall be explicitly excluded from Access Rights. They agree, however, to negotiate in good faith additions to [Attachment 1] if a Party asks them to do so and those are needed.

For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to [Attachment 1].

In addition, if a Party wishes to exclude specific Background, it shall list such Background in the [Attachment 2].

The owning Party may withdraw any of its Background from [Attachment 2] during the Project by written notice.

However, only the Project Management Group can permit a Party to add Background to [Attachment 2].



10.2 General Principles

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

As provided in the Grant Agreement Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

If the Project Management Group considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the Grant Agreement Article II.32.7.

Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted.

All Access Rights shall be granted upon written request.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

The requesting Party must show that the Access Rights are Needed.

10.3 Access Rights for implementation

Access Rights to Foreground and Background Needed for the execution of a Party's own work under the Project shall be granted on a royalty-free basis, unless otherwise agreed in [Attachment 1].

10.4 Access Rights for Use

Access Rights to Foreground Needed for use shall be granted on fair and reasonable conditions. Unless required for internal research activities and third party research, access is granted on a royalty-free basis. A third party shall not be granted direct Access to Foreground generated by other Parties unless those parties explicitly agree to it.



Access Rights to Background Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.

10.7.1 New Parties entering the Consortium

All Foregrounds developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

10.7.2.1.2 Non-defaulting Party

A Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. The time limit for its right to request these Access Rights shall start on the same date.

10.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

Section 11: Non-disclosure of information

(No relevant points in this section)

Section 12: Miscellaneous

(No relevant points in this section)

[Attachment 6: List of Third Parties]

List of Third Parties to which transfer of Foreground is possible without prior notice to the other Parties.

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