DELIVERABLE

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D1.5 Intellectual property watch report

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Abbreviations

UdG, Universitat de Girona
TER (ES), Terrassa city government
SMED (FR), Saint Médard en Jalles city government
PRA (IT), Prato city government
EIWH (IE), European Institute of Women's Health (gender related health)
BIT (DE), Bremerhaven city eGovernment organization
SYORK (UK), South Yorkshire Police
WP, work package
SAC, Citizens' Attention and Information Services, Citizens' Services, Servicios de Atención Ciudadana (in Spanish), Informació Ciudadana and Atenció Ciudadana (in Catalan), Information and Referral (I&R) and 311 in the USA
iSAC, on line Citizens Information and Service Access
ICT, Information and Communication Technologies
QA, Question – Answer

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1. Introduction

As foreseen in the DoW, an Intellectual Property Rights Agreement for further exploitation of the project results has been prepared at the end of the project taking into account results of Work Package 6.

The template document presented below is intended for setting-up the basic business rules that will govern the relationship between the Partners after the end of the iSAC6+ Project and for the purpose of implementing commercialisation efforts around the products and services tested during the Project for ensuring the sustainability of the service in the following years.

2. Commercial Agreement template

iSAC COMMERCIAL EXPLOITATION AGREEMENT

This AGREEMENT is made on …… (date of signature)

BETWEEN

a) SAM
b) Partner a
c) Partner b
d) ……..

Each party hereinafter generically referred to as the "Partner" and collectively as the "Partners".

WHEREAS:

The Partners have participated in the so called iSAC6+ *Project,* partially funded by the Commission of the European Communities, under the so called PSP programme (hereinafter referred to as the "Project").

The Partners want to define and establish the common rules governing the co-operation in the commercial exploitation of the products and services derived from the performance and results of the Project.

NOW, THEREFORE, it is hereby agreed as follows:

1. The following additional definitions are used in this Agreement:

“System” is the iSAC set of software tools

"**Module**" denominates a software tool or component originally devised as part of the System, when provided separately and not as part of the System.

"VAS" or **“Value Added Services”** are the services performed by the Partners, in direct relation to the implementation and use of the System or its Modules.

"**Buyer**" is the final customer that purchases the System, or its Modules and the VAS.

"**Producer**" is the Partner who actually delivers the System or its Modules to the Buyer.

“VAS provider” is the Partner who actually delivers the VAS to the Buyer.

"**Seller**" is the Partner who sells the System, its Modules and VAS to the Buyer.

"**Final Price**" are the net prices (excluding VAT) of the System, its Modules and VAS indicated on the invoice (s) submitted to the Buyer.

2. Object of the Agreement

By means of the clauses of this Agreement, the Partners agree to establish the common rules governing the joint commercialisation of the System, its Modules and the VAS.

3. Duration of the Agreement

This Agreement shall come into force on the date of its signature by the Partners and unless terminated by virtue of any other provision hereof shall remain in full force and effect for a period of one (1) year ("the Initial Period"). With respect to further activities after the Initial Period is completed, the Parties involved in this Agreement shall timely address and discuss whether they jointly to create a legal entity (e.g.: an EEIG) or just to renew this Agreement, with the eventual amendments considered as suitable by the Partners.

4. Withdrawal of Partners

There are two ways under which a Partner could eventually leave the Agreement:

- By Resigning: Each Partner can at any time resign from being part of this Agreement by communicating by registered letter to all the other Partners. The resignation becomes operative 90 days after the date of such notice letter.

- By Exclusion: The Partners will consider excluding a Partner who becomes insolvent or has not complied with its obligations assumed in this Agreement or who breaches the rules set forth in it, or who causes moral or material damage to other Partners. Their decision must be unanimous and the Partner whose exclusion is under consideration will not participate in the voting.

6. Co-ordination

The executive responsibility of co-ordinating the exploitation and commercialisation activities foreseen in this Agreement will be led by SAM both with respect to technical decisions and with respect to marketing and sales issues.

7. Partners main roles and tasks

In addition to the tasks and responsibilities established by Clauses 5. and 6., the Partners will perform the following basic tasks:

a) SAM will be mainly focused on delivering the System and its Modules as well as providing the software related VAS.
b) Partner x will act as priority reference customer, acting as a prescriber, supporting and actively participating in the marketing efforts of the other Partners.
c) Partner y …

Specifically with respect to the marketing and selling activities and responsibilities, the Partners agree upon the segmentation established in Schedule 1 with respect to the Partner who holds the priority for being the Seller in each market. Should the concerned Partner resign to claim such priority in front of an identified sales opportunity, the Co-ordinating Partners will decide on the method to achieve such business.

8. System Modules ownership

The Partners agree that the ownership structure of the software products to be commercialised resides in SAM.

9. Revenues

The Partners agree that the scheme for sharing the revenues arising for the joint commercialisation activities foreseen in this Agreement is according to the map presented in Schedule 2.

10. Settlement of Disputes

All disputes or differences arising in connection with this Agreement which cannot be settled amicably shall be subject to the jurisdiction of the appropriate national court of the Partner who would be the prospective defendant in legal action on the issue.

The Partners may instead elect to resolve by mediation a dispute or difference arising in connection with this Agreement which cannot be settled amicably.

11. Notices

Any notice required under this Agreement shall be in writing marked for the attention of the person named in Schedule 3 hereto (or such other persons as either party may notify in writing to the other from time to time) and shall be delivered by hand or sent by prepaid first class or registered post to the relevant address set out in that Schedule (or to such other addresses as notified in writing to the other Partners).

12. Applicable Law

This Agreement shall be construed according to and governed by the law of Spain.

13. Severability

In the event that any part of this Agreement becomes invalid, illegal or unenforceable, the parties shall negotiate in good faith and endeavour to agree such amendment or amendments as will so far as possible validly give effect to the intentions expressed herein.

14. Amendments

Save as expressly provided herein, no amendment or variation of this Agreement shall be effective unless made in writing and signed by a duly authorised representative of each of the Partners hereto.

15. Counterparts

This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which shall constitute one and the same instrument.

AS WITNESS the Partners have caused this Agreement to be duly signed by the undersigned authorised representatives, the day and year first above written.

Authorised to sign on behalf of SAM

Signature
Name : Title:

Authorised to sign on behalf of Partner X

Signature
Name : Title

Authorised to sign on behalf of Partner Y

Signature
Name : Title

SCHEDULE 1. GEOGRAPHICAL MARKET SEGMENTATION BY PARTNER (S)

Partner x

Country 1

Partner Y

Country 2

…
…

SCHEDULE 2. REVENUES SHARING MAP

SCHEDULE 3. CONTACTS FOR NOTICES PURPOSES