

SEA-ABT: SOUTH EAST ASIA ACADEMY FOR BEVERAGE TECHNOLOGY

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Template IPR agreement

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Dissemination Level		
PU	Public	X
PP	Restricted to other programme participants (including Commission services and projects reviewers)	
CO	Confidential, only for members of the consortium (including EACEA and Commission services and projects reviewers)	

Summary:

This deliverable reports the IPR templates that partners committed to prepare to deal with IPR issues of the outcomes of the project

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1 Introduction and description

The dissemination and exploitation of the results drawn from the project activities is one of the key enablers of the success of SEA-ABT project.

Among the aims of WP8 are included the tasks and management of the IPR issues in the exploitation of the project outcomes. In D8.4, the Intellectual Property Right guidelines have been defined in agreement with the articles 10 and 11 of the Partnership Agreement and as required for the following expected SEA-ABT products for publications, events, training programmes, tools, SEA-ABT academy, and any other outcome not initially planned (see table below, D8.4).

Type	Issues	Solutions/IPR tools
Training material developed in the project (WP3, WP4)	<ul style="list-style-type: none"> - Authorship - Dissemination and Open Source availability 	<ul style="list-style-type: none"> - Copyright - Creative Commons (www.creativecommons.it)
Publications	<ul style="list-style-type: none"> - Authorship - Dissemination and Open Source availability 	<ul style="list-style-type: none"> - Copyright (editor) - Creative Commons (www.creativecommons.it)
Joint study programmes	<ul style="list-style-type: none"> - Definition of roles and rules among the parties 	<ul style="list-style-type: none"> - Memorandum of Understanding - University-University bi-/multi-lateral agreements
SEA-ABT Academy	<ul style="list-style-type: none"> - Definition of the structure, boards, activities - Affiliation of new partners - Membership/new members 	<ul style="list-style-type: none"> - Bye-laws - IPR agreements

IPR aspects need to be well defined as the current project partnership comprises both academy institutions and private companies.

According to the project outcomes the following activities require IPR agreement templates:

- Double degree study programmes between EU and Thai Universities: initial and general Memorandum of Understanding between universities.
- Beverage-4-Us students competition: NDA (Non-Disclosure Agreement)

In the following sections (1.1 and 1.2) the corresponding Templates in IPR agreements.

For the remaining outcomes, no templates were drafted as they will require agreements that need to be adapted to the specific conditions of setting, implementation and partners involved.



1.1 Memorandum of Understanding (between universities)

Logo of the 1st institution

LOGO OF the 2nd Institution

AGREEMENT OF CULTURAL AND SCIENTIFIC COOPERATION BETWEEN

The University of XXXXX, represented by the Rector Prof. XXXXXX residing in
.....address....., Country

AND

University of XXXXX, represented by the Rector Prof. XXXXXX residing in
.....address....., Country

General Provisions

- Given that cultural and scientific exchange is indispensable to academic institutions to develop their educational and research activities;
- given that, for the above-stated purpose, it is necessary to promote and encourage direct cultural agreements between institutions of higher learning in different countries;
- having verified the mutual interest that the XXXXXXX and XXXXXX share in establishing an appropriate form of exchange program in the field of Food Technology;
- in agreement with the laws of the two countries and concerning forms of educational autonomy of individual universities;

THE FOLLOWING TERMS OF AGREEMENT ARE STIPULATED

ART. 1

The form of cooperation, based on strictly-observed criteria of equality and mutual interests, includes the following activities:

- 1) Exchange visits of members of teaching and research staff of both Universities. Visits are intended to promote seminars, courses, conferences, lectures, to carry out joint research projects, to discuss experiences in fields of common interest, and so forth.
- 2) Student exchange for the purpose of attending courses, participating in professional training and specialization programs or other educational activities.
- 3) Exchange visits of post-graduate students for periods of study and research.
- 4) Exchange visits of members of technical or administrative staff when considered a profitable experience.
- 5) Circulation of publications and information on the specific fields of study and research included in this agreement and on any other subject of relevant interest.
- 6) Planning and development of joint research projects
- 7) Planning and development of joint dissemination events, conferences and other scientific and cultural events.
- 8) Design and development of joint training and educational activities in the field of both the Higher Education framework and the Lifelong Learning for Curriculum Professional Development

The partners to this agreement intend to encourage student mobility according to a criteria of reciprocity. The host institution will make available to host students their didactical facilities and tutorial services.

Upon the approval of the appropriate administrative bodies, exchange students will be given academic credits for the work done at the foreign institution.

Universities participating in the exchange activities agree that no tuition fee will be imposed, except those fees required by the law of the country.

Administrative bodies of the partners to this agreement will exchange all relevant information – by supplying catalogues and other materials – to promote greater and mutual knowledge on their institutional structure and organization.

ART. 3

In conformity with laws and regulations of their respective countries, the partners to this agreement will provide to exchange visitors from the partner institution all possible assistance and access to facilities to enable them to carry out the activities agreed upon.

ART. 4

Visitors sent by one University to the other must have both medical and accident insurance. This may be provided either by their home institution, according to its own regulations, or it may be directly set up by the interested person, through the stipulation of a policy with an insurance agency guaranteeing the above mentioned risks. The host university will be free from any responsibility to provide schemes of medical and accident insurance to its foreign guests.

ART. 5

Each of the parties commits itself, through its participating units, to search funds to carry out the activities foreseen by this agreement depending on availability. Each party will bear the cost of its participation in activities unless otherwise agreed.

If institutional funds are not available for these purposes, student and staff mobility will be possible; in this case exchange visitors will be directly responsible to fully cover their own expense for travel, room and board, without any charge for the two universities.

ART. 6

The implementation of the activities foreseen by the agreement will be promoted, initially, by the following Coordinators, appointed by each University:

University of XXXXX

XXXXXXXXXX University

Prof. YYYYYY

Prof. Dr. XXXXXX

Role (if needed)

This agreement is to be drawn up in English.

Should any disputes arise, the problem will be entrusted to a board of arbiters made of one member selected by each partner and one chosen by common consent.

The present agreement will become effective from the date the contract is signed and will be valid for one year; it will then be tacitly renewed from year to year, for 5 years from the signing of the agreement, unless notice of termination of the agreement is given by one of the two parties at least six months before expiration.

The Rector of the University XXXX

Prof. XXXXXXXX

Place XXXX, **Date** XXXX

The Rector of the University YYYY

Prof. Dr. YYYYYYY

Place YYYY, **Date** YYYYYY

1.2 Non Disclosure Agreement, for the scopes of the Beverage-4-Us competition



NON-DISCLOSURE AGREEMENT

By signing this document, I agree and confirm that any information provided in the frame of the applications of the

BEVERAGE-4-US - International students' competition game
initiated by the Erasmus+ CB South East Asia Academy of Beverage Technology project

will ONLY be used to perform the related assessment work for the competition.

In my role as an assessor for the above mentioned competition, I will perform my activities to the best of my knowledge and belief. Any data and information provided will be treated with full confidentiality. The information will not be provided to any third party, not be used for any other purpose and not be published.

Full Name

Organisation/Institution

Place and date

Signature

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