

BalkanConnect2018

NON-EXCLUSIVE COPYRIGHT ASSIGNMENT CONTRACT

Entered into in Belgrade, on _____, 2018 (hereinafter: "Contract"), between the following parties:

European Fund for the Balkans – Representative Office of the Network of European Foundations, with registered office in Belgrade, Resavska Str. No. 35, Identity No. 17697595; Fiscal No. 105140294 (hereinafter "EFB"), represented by the Executive Director Hedvig Morval, on one part,

and

1. _____ from _____
_____ Str., No. _____, Personal ID No. _____;
2. _____ from _____
_____ Str., No. _____, Personal ID No. _____;
3. _____ from _____
_____ Str., No. _____, Personal ID No. _____;
4. _____ from _____
_____ Str., No. _____, Personal ID No. _____;
5. _____ from _____
_____ Str., No. _____, Personal ID No. _____;

(hereinafter jointly: "Team"), on the other part.

PREAMBLE

The parties have mutually established as follows:

- Whereas EFB is the organizer of the competition #BalkanConnect2018 Policy Hackathons (hereinafter: "Competition"), whose goal is to inspire innovative ideas on how to change and promote the Balkan political and social environment. The competitors had the task to present a solution for the development of an applicable digital tool within given topics.

BalkanConnect2018

- Whereas the Competition was held in accordance with the publicly announced Rules of #BalkanConnect2018 Policy Hackathons, which make up an integral part of this Contract as Appendix 1, whereas, when applying to the Competition, all the Team members have explicitly agreed to the rights and obligations stipulated in Appendix 1.
- Whereas the Team participated in the Competition in Belgrade held on March 3 and 4, 2018 and created the solution deemed most successful as proclaimed at the Competition (hereinafter: "Solution"), according to the criteria stipulated in Appendix 1.
- Whereas upon registration for the Competition the Team stated its explicit consent with Appendix 1 hereto, inter alia also its consent, that in the case of winning the Competition, team members would sign this Contract and assign the solution copyright to EFB free of charge in the form of a non-exclusive assignment of copyright.

Therefore, the parties have agreed as follows:

Article 1.

All Team members accept all the obligations stipulated herein and are liable jointly in a way that each member of the Team guarantees the fulfillment of liabilities by the other Team members.

Article 2.

The parties have mutually agreed that the Team members are co-authors of the solution for development of an applicable digital tool, and that they are the rightful owners of the property and moral copyrights on the solution.

The parties have agreed that the solution of the digital tool is a copyright work in compliance with the criteria stipulated in Art. 2 of the Law on Copyrights and Related Rights.

The moral rights of the Team members as co-authors belong exclusively to the co-authors and as such are non-assignable.

The object of this Contract is non-exclusive assignment of property rights on the solution of the digital tool by Team members as co-authors to EFB as the assignee of rights.

Article 3.

Upon signing this Contract, the Team members as co-authors assign to EFB non-exclusive property rights on the digital tool solution as follows: right to copy, broadcast and publicly announce, right of further development and adapting of the solution, right of economic exploitation and any other intellectual property rights on the entire solution and its individual parts.

BalkanConnect2018

The Team members as co-authors make the non-exclusive assignment of rights on the digital tool solution pursuant to paragraph 1 hereabove free of charge.

Team members as co-authors of the solution agree that EFB is entitled to use the subject solution without any territorial, subject or time limitations.

EFB is authorized to assign the rights transferred to it hereunder to a third party entirely or in part, without the obligations to obtain any additional consent from the Team members.

Article 4.

Team members as co-authors have the right, when the solution is published and the digital tools later developed, to have the names of the Team members listed as co-authors, if applicable. EFB undertakes to observe all moral rights of the Team members as co-authors.

Article 5.

The Team members guarantee that they are co-authors of the digital tool solution and that the solution is entirely an original intangible creation of the team members developed as a result of the Competition. The Team members guarantee that no intellectual property rights and/or any other third-party rights have been violated, as well as that the Team members, as co-authors, are authorized to assign to EFB any rights being the subject hereof.

In case EBF is liable, due to violation of intellectual property rights by the Team, to pay to any person any amount based on indemnification of damage and/or based on fine and/or based on any other grounds related to a violation of liability referred to in the preceding paragraph hereabove, the Team shall be liable to compensate EFB jointly for any amount EFB pays to any third party on those grounds, within 10 days from receiving the first written demand by EFB.

Article 6.

The Team members, as co-authors, retain the copyright, right to assign to third parties, right to use and further develop the solution of the digital tool that remains the intellectual property of the co-authors.

Article 7.

The data and information exchanged by the parties in order to execute this Contract, as well as any other data related to the manner and success of performance of this Contract, shall be kept confidential.

The parties are obligated to keep the business permanently confidential.

BalkanConnect2018

Team members do not have the right, without previously obtaining EFB's written consent, to provide any information related to this Contract and cooperation with EFB to any third party.

Article 8.

This Contract is entered into for an indefinite period.

The Contract can be terminated by written agreement of the parties.

In case of breach of any contractual provision by the Team members, EFT is entitled to a unilateral termination of this Contract without specifying the reasons, by sending a written notice of termination.

Article 9.

Appendix 1 – Rules of Competition make up an integral part of this Contract. This Contract may be amended and supplemented by entering an Annex hereto in writing.

The Law of Contracts and Torts and the Law on Copyrights and Related Rights shall apply to relations and matters that are not stipulated herein.

Article 10.

The parties have agreed to resolve any disputes amicably; otherwise the dispute shall be resolved by a court of subject matter jurisdiction in Belgrade.

Article 11.

This Contract is made in 4 (four) identical and equally valid copies in English and Serbian language – bilingual, of which EFB and the Team each retain 2 (two) copies.

For the Team

For EFB

Member 1

Member 2

Member 3

Member 4

Member 5