



ENGAGING ENTREPRENEURIAL ECOSYSTEMS FOR THE YOUTH

A contractual model concerning IPRs of the challenges

Deliverable No.	D5.2
Due date	30.11.2024
Type	Report
Dissemination level	Sensitive (SEN)
Status	Final Version
Lead beneficiary	AWARE7 GmbH
Authors	Matteo Große-Kampmann, David Bothe, Benjamin Krüger (AWARE7 GmbH)



This project has received funding from the European Union’s Horizon Europe research and innovation programme under Grant Agreement No. 101100432. Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or EISMEA. Neither the European Union nor the granting authority can be held responsible for them.

About this report

This report is prepared by AWARE7 GmbH as part of the working package 5 “Co-Ideation Challenges”, Task 5.3 and Deliverable D 5.2 “A contractual model concerning IPRs of the challenges”.

Suggested citation:

Große-Kampmann, M.; Bothe, D.; Krüger, B. (2024): A contractual model concerning IPRs of the challenges D.5.2 – Engaging Entrepreneurial Ecosystems for the Youth, funded by the European Union’s Horizon Europe Research and Innovation Programme. Gelsenkirchen: AWARE7 GmbH.

Content

About this report.....	II
1 Objective	4
2 The contractual model	5
3 Usage rights agreement for the Mind Mining Ruhr Hackathon	5
§ 1 Scope and subject matter of the agreement	5
§ 3 Waiver of remuneration pursuant to § 32 UrhG	6
§ 4 Moral Rights	6
§ 6 Exclusion of liability	6
§ 7 Final provisions.....	7

1 Objective

The Co-Ideation Challenge is organised by the Ecosys4you project partnership (www.ecosys4you.eu) to establish connections between the Entrepreneurial Ecosystems in the Ruhr, in Varna and in Slovenia. Ecosys4you has received funding from the European Union’s Horizon Europe research and innovation programme under Grant Agreement No. 101100432. This Deliverable describes contractual model between the persons doing the challenges and the actual challenge-givers, so that IPR is regulated in the project and during the challenges.

Work package WP5 – Co-ideation challenges

Work Package Number	WP5	Lead Beneficiary	3. AWARE7 GmbH
Work Package Name	Co-ideation challenges		
Start Month	13	End Month	36

Objectives
The objective of work package 5 is to develop a real-world environment in which students need to tackle challenges of real business and to become innovative. Therefore, work package 5 develops a co-ideation challenge event for students from all ecosystems. The challenge environment will be designed in a way to be repeated on a rolling base.

Description
<p>AWARE7 leads this work package strongly supported by RAPIV. AWARE7 develops a programme for co ideation challenges and recruits companies from the Ruhr area to participate in the programme. RAPIV and DOBA recruit companies from Varna and Maribor.</p> <p>Task 5.1 Implementation strategy of co-ideation challenges: We develop the co-ideation challenges together with business partners. There will be a strategy implemented on how to collect the information in a structured way and how future founders, organisations and educators can profit most from co-ideation challenges. We will find partners and define the format in this task, i.e. whether coideation should be a hackathon, or a step-by-step process. We will work closely together with the ANDERSMACHER of WH and their x-challenger tool to organize the co-ideation challenges. The variety of challenges will be adjusted to our program’s specifics, i.e. include digital as well as gender aspects.</p> <p>Task 5.2 Prizes, awards and funding model: We will activate our regional networks and ask established companies and local banks for sponsorship of prizes and awards. As long-term founding model, a revolving donation shall be implemented similar to the internship funding model. Depending on the satisfaction of challenge giving partners with the results, they are asked to donate for next year’s challenge program in a public manner (e.g. at the co-ideation challenge events).</p> <p>Task 5.3 Piloting co-ideation challenges: We will conduct a co-ideation challenge (series) with the identified partners that implemented by future founders at the dissemination phase. AWARE7 will bring its experience with co-ideation challenges to the project and help the partners in developing realistic yet challenging ideas. We have calculated four events for the first two challenge cohorts.</p> <p>Task 5.4 Evaluation and optimisation of the challenges: an evaluating and control module will be developed and applied in order to guarantee bifacial challenges for participating teams and challenging companies are alike.</p> <p>Task 5.5 Intellectual Property Rights (IPR): We will take the issue of intellectual property rights connected to challenges very serious. Participants and challenge givers will sign a contract regulating IPRs as a precondition of participation.</p>

2 The contractual model

From various experiences and interview with participants from hackathons or organizers from other hackathons, it was clear that we need a contractual model to consider intellectual property rights for the companies that want their specific challenges being solved and the participants of the challenges. The contract is signed in German for the first round of challenges as the challenge takes place in Germany and the contract language is German. The translation is only a translation and not the legally binding document.

The idea of the drafted rights agreement was that participants and companies can use the results from the hackathon. Therefore, the participants agree to grant the non-exclusive right to the respective challenge givers that they can use their results. This is done in §2 which considers the interests of companies and candidates to use the ideas and generated products.

§3 waives the remuneration for the participants according to §32 UrhG. This is included to make sure the companies can use the generated source code in any way they want while stating clearly that the copyright of the challenger must be accounted for. This is especially done in combination with §4. The next paragraph deal with the exclusion of liability during the hackathon which took place in Gelsenkirchen. The final provisions are stated to make sure that severability of the contract is maintained if one paragraph is not valid.

3 Usage rights agreement for the Mind Mining Ruhr Hackathon

This Rights of Use Agreement (hereinafter “Agreement”) governs the conditions under which the participants of the Mind Mining Ruhr Hackathon (hereinafter “Event”) grant the organizers and the participating companies rights to the ideas, concepts, prototypes, software, designs and other results (hereinafter “Results”) developed during the Event.

§ 1 Scope and subject matter of the agreement

- (1) This agreement applies to all results developed by the participants during the event.
- (2) The participants grant the companies the rights to use the developed results to the following extent.
- (3) By participating in the event, the participants declare their agreement with the provisions of this agreement.

§ 2 Granting of rights of use in accordance with § 31 UrhG

- (1) The participant grants the companies the non-exclusive right, unlimited in terms of territory, time and content, to use the results developed during the event in all known and unknown types of use.
- (2) In particular, the companies are entitled to reproduce, distribute, make publicly accessible, edit, modify and exploit the results.
- (3) The right to sublicense and transfer the rights of use to third parties is granted to the companies.
- (4) The rights of use shall be granted free of charge.

§ 3 Waiver of remuneration pursuant to § 32 UrhG

(1) The participant expressly waives any remuneration or other financial claims for the granting of rights of use to the results developed during the event.

(2) There is no entitlement to a subsequent adjustment of the agreement with regard to financial remuneration, even if the results are commercially exploited.

§ 4 Moral Rights

(1) The moral rights of the participant remain unaffected. The companies undertake to name the participant as the author in the usual manner whenever the results are used, unless the participant expressly waives this right.

(2) The results may only be edited or modified while protecting the participant's moral rights.

§ 5 Exclusion of liability

(1) Legal admissibility of the results developed

The participants are responsible for the legal admissibility of the results they develop and ensure that the use of the results does not infringe the rights of third parties. In the event of an infringement of third-party rights, the participants shall indemnify the companies against all claims.

(2) Exclusion of liability for personal injury and damage to property

Participants take part in the event at their own risk. The companies are not liable for personal injury or damage to property incurred by participants during the event, unless this was caused intentionally or through gross negligence on the part of the companies.

(3) Exclusion of liability for damage to third parties

The participants themselves are liable for any damage they cause to third parties during the event. This applies to damage caused by improper handling of equipment or negligent behavior. The companies are not liable for such damage.

(4) Exclusion of liability for items brought along

Participants are responsible for their own personal belongings. The companies accept no liability for the loss, theft or damage of items brought along, unless this was caused by gross negligence or intent on the part of the companies.

(5) Exclusion of liability in relation to the event building and other tenants

The event takes place in the Gelsenkirchen Science Park, where other companies also operate. The participants undertake not to cause any damage to the building or its furnishings and not to disturb the other tenants in their business activities. If damage is caused to the building or other rented areas due to the behavior of a participant, the participant shall be personally liable for the damage caused and shall indemnify the companies, the organizer and the building owner against all claims.

§ 6 Final provisions

(1) Should any provision of this agreement be invalid or unenforceable, the remaining provisions shall remain unaffected. The parties undertake to replace an invalid provision with a legally permissible provision that comes closest to the economic purpose of the invalid provision.

(2) This agreement is subject to the law of the Federal Republic of Germany.

Place, date: _____

Participant: _____ Organizer: _____

Imprint

Publisher and Contact

Matteo Große-Kampmann

AWARE7 GmbH

Munscheidstr. 14

D – 45886 Gelsenkirchen

www.aware7.com



Ecosys4you – Engaging Entrepreneurial Ecosystems for the Youth (2023-2026) strives to bridge the entrepreneurial ecosystems of the Ruhr in Germany, Varna in Bulgaria, and Slovenia by connecting young founders, start-ups, HEIs and other ecosystem actors.

Consortium



Funded by



This project has received funding from the European Union's Horizon Europe research and innovation programme under Grant Agreement No. 101100432