

DIGITAL CONTENT AGREEMENT

(Effective date)

THE PARTIES :

1. **A)** _____
Hereinafter referred to as "Owner(s) 1";

B) _____
Hereinafter referred to as "Owner(s) 2";

Owner(s) 1 and 2 are hereinafter referred to as "the Owner" or "the Owners";

2. **EIT Manufacturing ASBL**, a non-profit association incorporated under French Law, with registered office at Paris-Saclay, Nano-INNOV, 2 Boulevard Thomas Gobert, 91120 Palaiseau, France, represented by Caroline Viarouge;

Hereinafter referred to as "EIT Manufacturing";

Hereinafter individually referred to as the "Party" or collectively "the Parties"

WHEREAS:

1. The Owner(s) committed to developing digital content associated with the KAVA activity _____, for the purpose of realizing education and training content. The digital content associated with the KAVA activity has been created to be used and to be made accessible through the digital learning platform developed and managed by EIT Manufacturing, hereinafter the "EITM LP".
2. The Owner(s) is (are) willing to contribute to the overall mission of EIT Manufacturing, to its impact and KPIs achievement, besides contributing to its financial sustainability, therefore the Owner(s):
 - a. Support(s) that the single learning units (so called digital nuggets) will be open access, unless required differently by the Owner(s), in order to reach wider community and boost the social impact of EITM LP (as defined *infra*);
 - b. Acknowledge(s) the requirement to enter into financial sustainability commitments for the benefit of EIT Manufacturing, according to Article 9 of the Internal Agreement,
 - c. Agree(s) that the financial sustainability will be based on the sales of complete learning paths/courses and/or certificates/badges.
3. The Owner(s) agree to grant to EIT Manufacturing a license to use, reproduce, distribute and process the Works (as defined *infra*) on the EITM LP (as defined *infra*);
4. In the present Digital Content Agreement, hereinafter the "**Agreement**", the Parties formalize the terms of their mutual agreement and set out the contractual framework.

THEREFORE, THE PARTIES HAVE AGREED TO THE FOLLOWING:

1. Definitions

- 1.1 "**Completion Date**" means the date on which the Parties will complete the KAVA.
- 1.2 "**EIT Manufacturing Digital Learning Platform**" or "**EITM LP**" means the digital e-learning platform for educational purposes developed and managed by EIT Manufacturing
- 1.3 "**Internal Teaching and Training Activities**" means the internal teaching and training activities (such as seminars, workshop, webinar etc.) organized by the Parties and their affiliated entities for their members of staff, enrolled students and faculty members, whether or not employed by the Owner(s).
- 1.4 "**Work**" means the content developed by the Owner(s) within the KAVA specifically for the EITM LP. Detailed information about the Works and their Owners is listed in **Annex 1** to the present Agreement which forms an integral part of it.
- 1.5 "**Confidential Information**" means all information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") during the execution of this Agreement and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally or visually has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within thirty (30) calendar days from oral or visual disclosure at the latest as confidential information by the Disclosing Party.
- 1.6 "**Digital Nugget**" or "digital learning unit" or "nugget" means a self-contained learning element composed by different kind of didactic media like video, text, images, animations, AR/VR sessions and learning assessments
- 1.7 "**Digital learning path**" means the aggregation of three or more digital learning units or nuggets

Unless otherwise specified in the Agreement, defined terms and abbreviations shall have the same meaning given to such terms in the Partnership Agreement (PA), in the Horizon Europe Model Grant Agreement (MGA), the PA Internal Agreement (PA IA) and the Financial Support Agreement (FSA).

2. Granting of rights for reproduction, distribution and processing

2.1 The Owner(s) agree(s)

OPTION 1

2.1.1 to grant EIT Manufacturing for the duration of the intellectual property rights pertaining to the Work, a worldwide, exclusive, license to use, reproduce

and distribute, the Works on the EITM LP, without limitation in terms of subject matter, on the number of copies, for all editions, in all languages, including for commercial purposes, in order to ensure its financial sustainability in accordance with its Strategic Agenda approved by EIT.

2.1.2 to grant EIT Manufacturing, in particular, the right to:

- a) translate the Works into other languages or dialects,
- b) reproduce the Works, in particular, by photomechanical or similar methods (e.g. photocopying),
- c) distribute, transmit or display the Works for the purpose of public and private performance, presentation and/or broadcasting of the Works on the Internet, on radio and television, on video and/or audio carriers;
- d) make available and commercialize the Works, including through the internet .

2.1.3 to grant EIT Manufacturing the right to review, edit or modify the format of the Works or have it edited or modified by third parties, subject to prior authorization of the Owner(s).

2.1.4 that Owner(s) and their affiliated entities will keep the rights to use the Works for their Research, Internal Teaching and Training Activities. For avoidance of any doubt, the authors will keep the right to use the content for publication of articles and papers, presentations at conferences and summits, for lectures. However, the Owner(s) shall not distribute the Works (or part of it) to third parties without prior authorization of EIT Manufacturing, [with the exception of third-party platforms used for Internal Teaching and Training Activities].

2.1.5 that any commercial use of the Works (or part of it) outside of Internal Teaching and Training Activities requires the prior authorization of EIT Manufacturing.

OPTION 2

2.1.1 to grant a worldwide, non-exclusive, license to use, reproduce and distribute, the Works on the EITM Learning Platforms, without limitation in terms of subject matter, on the number of copies, for all editions, in all languages, including for commercial purposes, in order to ensure its financial sustainability in accordance with its Strategic Agenda approved by EIT.

2.1.2 that, despite the non-exclusive nature of the license granted by the Owner(s) to EIT Manufacturing, the Owner(s) will not use, reproduce, upload and/or distribute the Works on any other online learning platform or video sharing platforms exploited by third parties (such as Coursera, YouTube or Vimeo), without the prior approval of EIT Manufacturing. For the avoidance of doubt, Owner(s) will keep the rights to upload, distribute and commercialize the Works on the online platforms that they own or that they exploit for their own activities.

2.1.3 to grant EIT Manufacturing the right to:

- a) translate the Works into other languages or dialects,
- b) reproduce the Works, in particular, by photomechanical or similar methods (e.g. photocopying),
- c) distribute, transmit or display the Works for the purpose of public and private performance, presentation and/or broadcasting of the Works on the Internet, on radio and television, on video and/or audio carriers;
- d) make available and commercialize the Works, including through the internet .

2.1.4 to grant EIT Manufacturing the right to review, edit or modify the format of the Works or have it edited or modified by third parties, subject to prior authorization of the Owner(s).

2.2 The Owner(s) that agree to grant a non-exclusive license as described in OPTION 2 shall be listed in Annex 2 of this Agreement which forms an integral part of it. The Owner(s) listed in Annex 2 expressly waive their rights to receive the royalties as per in article 4.1 (c) below.

2.3 Any Owner(s) not mentioned in Annex 2, agree to grant exclusive license for their Works as described in OPTION 1.

2.4 The Agreement does not entail the assignment or grant to EIT Manufacturing of any other Owner(s)' rights relating to background data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is created, developed or generated by the Owner(s) outside the KAVA-project.

3. Representations and warranties of the Owner(s)

3.1 Each Owner hereby represents and warrants to the EIT Manufacturing that:

- the Owner is entitled to grant EIT Manufacturing the rights provided in Section 2 of the Agreement.

3.2 To the extent the Works contain third party rights, the Owner(s) hereby warrant(s) that they have obtained the necessary rights from third parties to grant the rights under this Agreement to EIT Manufacturing. The Owner(s) shall indicate to EIT Manufacturing the sources of third party rights in each individual case and inform in writing EIT Manufacturing on all relevant circumstances which may limit the use of said right for the purposes of this Agreement.

Each Owner further represents and warrants that:

- It has the full legal right and capacity to enter into this Agreement and perform its obligations hereunder;

- It complies at all times with applicable national or international, regulation or any court or arbitration decision to which they may be subject or any agreement to which they are a party.

3.3 The Owner(s) shall be liable towards EIT Manufacturing and its affiliated entities for any and all losses, damages, claims and expenses (including court costs and reasonable attorney's fees) that arise out of or result from any breach of the Owner(s)' obligations under this Agreement. The Owner(s)'(s) liability shall be limited to the value indicated in Table 1. The Owner(s) shall not be liable for any consequential or indirect damages. Such exclusion or such limitation of liability will not apply in case of willful misconduct or gross negligence. For the avoidance of doubt the owner shall not be liable for claims that are solely caused by changes to the Works made by or on behalf of the EIT Manufacturing

Owner(s)	Liability limitation
Owner 1	€ XX.XXXX
Owner 2	€ XX.XXXX
Owner 3	€ XX.XXXX

Table 1

3.4 Joint and several liability amongst the Owner(s) is excluded.

NOTE (TO BE REMOVED FROM THE TEMPLATE FOR SIGNATURE): The value of the liability limitation is determined by the value of the grant received by each owner

4. Consideration, Revenues and Royalties

4.1 The parties agree as follows:

- Without prejudice to para 4.1 (b) below, the Owner(s) of single digital nuggets grant EIT Manufacturing the license rights provided in Section 2 of the Agreement free of charge;
- EIT Manufacturing will retain the revenues generated through the exploitation of the Works on the EITM LP (i.e. the sale of learning paths, certifications associated with the Works to third parties) to cover in particular the cost of operating the EITM LP (marketing, technical maintenance, quality assurance, legal framework...) and, in this way, to contribute to its financial sustainability.
- EIT Manufacturing will pay a royalty of 30% of the revenues associated with digital nuggets that are part of learning paths and/or certifications to the Owner(s) who have granted an exclusive license as per OPTION 1, Section 2 and are, therefore, not listed in ANNEX 2. The Owner(s) referred to in article 4.1 b) and 4.1 c) agree that the royalties will be further shared among them according to the information provided in Annex 1.

4.2 Any amounts of Royalties due by EIT Manufacturing to the Owner(s) under this Section 4 shall be determined and invoiced without V.A.T. or similar taxes. In the event that any such V.A.T. or similar taxes are required by law, such V.A.T. or similar taxes

shall be added to the invoiced amount at the applicable rate. In case a withholding tax shall be due on the royalty payment by EIT Manufacturing, this withholding tax will be borne by the Owner(s).

5. Accounting, reporting, payments and audit rights

5.1 Twice a year EIT Manufacturing will provide the reporting information on the Works sold through the EITM LP.

5.2 Only in the case of Owners who have granted exclusive license as described in OPTION 1, Section 2, based on the reporting of article 5.1, the Owner(s) should send to EIT Manufacturing the corresponding invoice in the next 60 days. All payments shall be made in euros unless otherwise agreed and shall be exclusive of any taxes or duties that may be imposed, including value added tax, which shall where applicable be payable in addition at the rate in force at the due time for payment.

Late payments shall be subject to interest payable on demand at the rate of 2% per cent. Interest shall be calculated daily and compounded quarterly from the due date to the actual date of payment inclusive.

5.3 In order to ensure transparency between EIT MANUFACTURING and the Owner(s) each party should keep the accurate records regarding the items commercialized and the reporting methodology. Each of the party might require an audit in the limit of the terms agreed in this Agreement and for a period of 5 years. All information shared related to this Agreement, in case of an audit, will have to be bound with a non-disclosure agreement.

6. Confidentiality

6.1 All Confidential Information

- (i) shall be used by the receiving Party exclusively for the execution of this Agreement;
- (ii) shall not be distributed or disclosed in any way or form by the receiving Party to any third party except to its own employees or to employees of its Affiliates and except to consultants, advisers or bankers advising the receiving Party and/or advising its Affiliates with regard to the performance of this Agreement ("Advisers"), who each reasonably need to know such Confidential Information in connection with the purpose of this Agreement and who are bound to confidentiality either by their employment agreement or otherwise in writing to an extent not less stringent than the obligations imposed on the receiving Party under this Agreement;
- (iii) shall be kept confidential by the receiving Party with the same degree of care as is used with respect to the receiving Party's own equally important confidential information to avoid disclosure to any third party, but at least with reasonable care; and
- (iv) shall remain the property of the disclosing Party.

6.2 The obligations above shall not apply, however, to any information which the receiving Party is able to prove through documentation:

- (i) is at the time of disclosure already freely accessible to the public or subsequently becomes available to the public through no breach of this Agreement by the receiving Party;
- (ii) was in the receiving Party's possession without an obligation to confidentiality prior to receipt from the disclosing Party or is developed by the receiving Party independently of any Confidential Information;
- (iii) is lawfully obtained by the receiving Party from a third party without an obligation to confidentiality;
- (iv) is approved for release by written agreement of the disclosing Party or through stipulations in this Agreement (e.g. in Article 5); or
- (v) is required to be disclosed by any binding ruling of a governmental or regulatory authority or court or by law, provided however, receiving Party shall provide disclosing Party with sufficient advance notice of its proposed disclosure, to the extent such notice is permitted by law, to permit disclosing Party the opportunity to seek, at its sole cost and expense, a protective or similar order and receiving Party shall disclose only the Confidential Information required to be disclosed to comply with such order, whether or not disclosing Party seeks or obtains any such protective order.

The obligations set forth in Article 5 shall remain in force during the term of the agreement and for a period of five (5) years following its termination.

7. Applicable Law

This Agreement is governed by the laws of France.

In the event of a dispute arising from the interpretation or the performance of this Agreement, the Parties undertake to initially seek a friendly solution.

If such solution cannot be reached, the dispute will be for the exclusive competence of courts of Paris .

8. Effective Date and Term

This Agreement shall enter into full force and effect on the date it has been signed by duly authorized representatives of each of the Parties (the Effective Date).

It shall continue to be in force for a duration of 5 (five) years starting from the Completion Date.

The provisions relating to confidentiality shall survive the expiration or termination of this Agreement for the duration mentioned in Article 6.

9. Data Protection

9.1 Each party acknowledges and agrees that it might be necessary to process Personal Data in the performance of this Agreement. Each party therefore represents and warrants that (i) it has all legal right and authority to disclose any Personal Data to the other party and (ii) that it is processing any Personal Data in compliance with the relevant provisions of the General Data Protection Regulation (EU) 2016/679 (GDPR) and other applicable privacy legislation and strictly for the implementation, management and monitoring of this Agreement.

10. Miscellaneous

10.1 Either Party's obligation to fulfill this Agreement is subject to the provision that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

10.2 If any provision(s) of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their reasonable efforts to substitute the illegal, invalid or unenforceable provision by a legal, valid or enforceable one, approximating as closely as possible the original intent of the Parties.

10.3 Either Party may partly or fully assign this Agreement or single rights and obligations hereunder to its Affiliated entities or any third party associated to them in the event of a merger, consolidation, divestiture, dissolution and/or any other type of business combination or business reorganization, including the establishment of joint venture companies and specific purpose companies of the Party only upon written authorization of the other Party. Any assignment made in this context without prior consent of the other Party shall be null and void.

10.4 Subsidiary agreements, amendments and additions must be clearly identified as such and signed by representatives of the Parties who are expressly authorized for this purpose.

10.5 With the exception of termination notices or amendments to this Agreement, any notice under this Agreement may be provided via e-mail, even if this Agreement requires such notice to be "written", "in writing" or "in written form". Termination notices or amendments to this Agreement (including any waiver of the written form requirement), as well as the Agreement itself, shall be executed either in writing or by electronic signature, using a software tool for electronic signatures.

10.6 In the event of inconsistency or contradiction between the provisions of this Agreement and the provisions of the EIT Manufacturing Internal Partnership Agreement or the Financial Support Agreement, the latter will prevail.

Signatures

The signature of a Party by means of a scan or digitization of the original signature (e.g. a scan in PDF format) or an electronic signature (e.g. via AdobeSign), counts as an original signature with the same validity, enforceability and permissibility. Each

Party receives a fully signed copy of the Agreement. The transfer of this copy by e-mail or via an electronic signature system will have the same legal force and legal effect as the transfer of the original copy of the Agreement.

(signature page follows)

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The Owner(s)

XXXXXXXXXX (Owner 1)

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXX (Owner 2)

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXX (Owner 3)

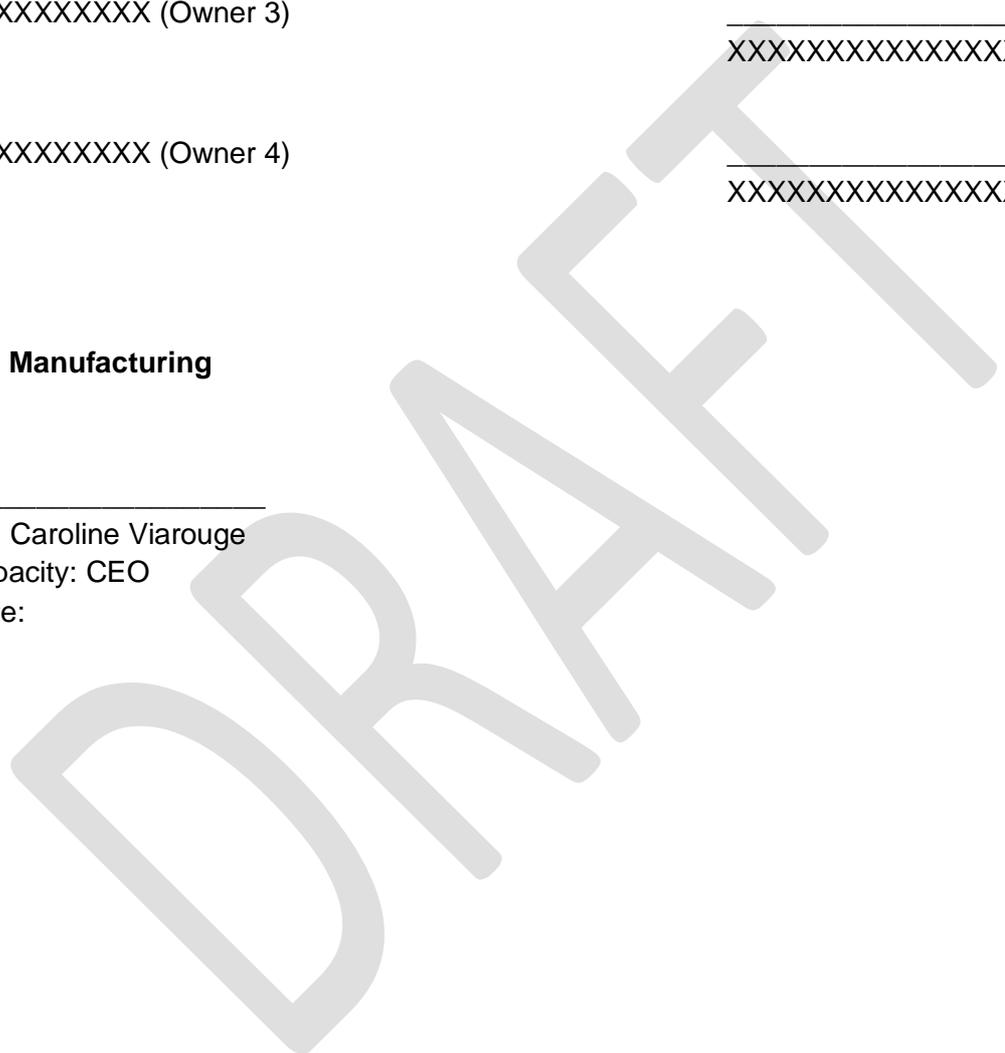
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XXXXXXXXXX (Owner 4)

XXXXXXXXXXXXXXXXXXXX

EIT Manufacturing

Ms. Caroline Viarouge
Capacity: CEO
Date:



ANNEX 2 – LIST OF OWNERS NOT GRANTING EXCLUSIVITY

As per article 2.2 of this Agreement the following list of Owners will grant a non-exclusive license to EIT Manufacturing as described in Section 2 in OPTION 2. These Owners expressly waive their rights to receive the royalties provided in article 4.1 c).

- Owner XX: _____
- Owner YY: _____

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