

Demola Global

Demola Global Partner Agreement (IP Portalegre) - Camara Municipal de Portalegre

Signers: Ville Kairamo (Demola Global Oy), Luís Loures (President), António Casanova
(Camara Municipal de Portalegre)

DEMOLA PARTNER AGREEMENT

1. Parties

Polytechnic Institute of Portalegre (“Polytechnic”)

Organisation ID: 600028348

Address: Praça do Município 11, 7300-110 Portalegre, Portugal

Contact person: Joaquim Mourato, amourato@ippportalegre.pt

Demola Global Oy (“Demola Global”)

Organisation ID: FI24087016

Address: Åkerlundinkatu 8, 33100 Tampere, FINLAND

Contact person: CEO Ville Kairamo, ville@demola.net

and

Camara Municipal de Portalegre (“Partner”)

Organisation ID: 501 143 718

Address: PRAÇA DO MUNICÍPIO

7300-110 - PORTALEGRE

Portugal

Contact person: António Casanova, casanova@cm-portalegre.pt

Hereinafter jointly referred to as “Parties” or “Party”, depending on the context.

Polytechnic and Demola Global are hereinafter jointly referred as “Demola Alliance”.

2. Purpose and background

Portuguese polytechnics, Demola Global with support from Portuguese government have launched co-creation initiative to utilise wide knowledge capital and global future work methods to accelerate the strategic development of the Portuguese innovation ecosystem, regional companies and cooperation between companies and polytechnics. By building a bridge between the decision-makers of today and tomorrow, the aim is to create improved and more democratised ability to react to changes as a society.

This Agreement (“**Agreement**”) shall apply to the cooperation between the Polytechnic, Demola Global and the Partner.

This Agreement is subject to the General Conditions (hereinafter referred to as the "General Conditions"), which is attached hereto as Appendix 1.

3. Program

The Program that is the subject to the Agreement consists of co-creation with the Demola Alliance and relevant Project Groups.

During the program, the Partner is expected to participate in workshops with facilitators and other Partners to discuss insights and findings collected from co-creation projects. In addition, the Partner is invited to support the work of relevant student co-creation teams in facilitator-led meetings.

The Program shall commence in 21/03/2022 terminate in 03/06/2022.

4. Related documents

The following Appendix is hereby made part of this Agreement.

APPENDIX 1) General Conditions

5. Term of the Agreement

The Agreement shall enter into force when it has been executed by the Parties or, if the Parties have taken actions to implement the Project before signing the Agreement, on the starting date of such actions. The Agreement shall remain in effect until July 15th 2022.

Appendix 1)

GENERAL CONDITIONS

These General Conditions shall apply to the partnership of the Parties.

1. Background and Purpose

1.1. Demola is a co-creation service for businesses, public sector, and higher-education institutions. In Portugal, the service is produced together by Demola Global and partner polytechnics.

1.2. The Parties agree to co-operate, with the purpose of supporting Partner's innovation processes by organising a Demola program (the "**Program**").

1.3. To facilitate the Program, Demola Alliance shall form a separate project group(s) ("**Project Group**") and administrate the Program (including but not limited to administering all needed agreements with the Project Groups). The Project Groups shall be selected by Demola Alliance and consist of students from Portuguese polytechnics and international talents if agreed by the Parties.

1.4. Demola Global shall agree with the Project Groups on the division of intellectual property and other rights related to the Results in accordance with the purpose of the Agreement. The Demola Global undertakes that it has, or that it has been appropriately granted the right to grant to Partner the License(s) to the Results, as specified in Section 5.

2. Scope of the Agreement

Definitions

"**Affiliates**" of a Party shall mean an entity which is i) directly or indirectly controlling such Party, ii) under the same direct or indirect ownership or control as such Party; or iii) directly or indirectly owned or controlled by such Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"**Agreement**" shall mean this Project Agreement and its Appendices.

"**Background Material**" shall mean all kinds of material such as information, methods, solutions, devices, substances, inventions, software and the related intellectual property rights that are in the possession of a Party or the Project Group before signing this Agreement or that the Party or the Project Group has independently developed or acquired outside the Project during the validity of the Agreement).

"**Confidential Information**" shall mean all technical, financial, or commercial information that is related to or influences the Results or the Partner's or its Affiliates' operations, including computer files, passwords, and IT system details, regardless of the manner or format in which the information is disclosed to the recipient, or that has been marked as trade secrets with "Confidential" or other similar markings.

"**Results**" shall mean all materials in whatever form created by the Project Group in the Program (including but not limited to any report, document, data, design, invention and software including source code), as well as all rights related to such materials (such as proprietary rights and intellectual property rights including but not limited to utility models, trade secrets, copyrights and patent rights).

3. Obligations of the Parties

3.1. The Demola Alliance shall take care of project portfolio design process, marketing for students and participating higher-education institutions, agreements with Project Groups, team building and Demola co-creation process facilitation.

3.2. The Partner shall participate actively in the co-creation process during the Program by supporting relevant Project Groups and by contributing to the interpretation of the findings via workshops with other Partners. Provision of some special development tools or resources, if any, shall be subject to be separately agreed by the Partner and Demola Alliance.

4. Background Material and Third-Party Material

4.1. Partner shall not have any obligation to deliver or license any Background Material to the Demola Alliance or the Project Groups. If Partner delivers Background Material, no rights (including property and/or intellectual property) pertaining to the Background Material shall be transferred to or granted to the Demola Alliance or the Project Groups. In such case, the Demola Alliance shall deliver the Background Material to the Project Groups with a corresponding user right. Such Background Material may only be used during the Program. Any other use must be agreed separately in writing. The Background Material shall be returned to Partner or destroyed after the end of the Program or earlier upon Partner's request.

5. License to Results

5.1. Demola Global shall grant to Partner a royalty-free, perpetual, irrevocable, non-exclusive, and global license to the Results by the Project Group to use and exploit the Results in all operations as Partner deems suitable, including research and development as well as commercial activities ("License"). The License shall include the right to further develop, modify, create derivative works and complement the Results and to use the outcomes so achieved. The License shall also include the right to copy the Results and to manufacture, have manufactured, sell, offer to sell and otherwise distribute to third parties any products or provide any services that utilize the Results or have been developed on the basis of the Results as well the right to sublicense the License to third parties.

5.2. The Demola Alliance agrees not to, and agrees to ensure that the Project Groups shall not, initiate legal actions against Partner if the intellectual property rights created by the grantor(s) of the License based on the Results overlap with Partner's use or further development of the Results.

6. Inventions

6.1. If a patentable invention is created during the work of a Project Group, Partner Polytechnic's regulation for inventions shall be applied.

7. Confidentiality

7.1. In connection with the Program, The Parties and the Project Group may disclose Confidential Information. The Parties shall undertake to restrict the use and further disclosure of such Confidential Information..

7.2. The Demola Alliance agrees not to disclose Partner's Confidential Information to third parties as well as to take

all necessary precautions to preserve the confidentiality of such Confidential Information and not to use Confidential Information for any purposes other than fulfilling the obligations under the Agreement. The Partner reserves all rights to the Confidential Information disclosed to the Demola Alliance.

7.3. The Partner agrees not to disclose Confidential Information to third parties as well as to take all necessary precautions to preserve the confidentiality of such Confidential Information and not to use Confidential Information for any purposes other than fulfilling the obligations under the Agreement.

7.4. The Demola Alliance shall have the right to provide Partner's Confidential Information to its personnel and to the Project Groups only to the extent necessary for carrying out the tasks agreed by the Parties.

7.5. The Demola Alliance agrees to ensure that the Project Groups are bound by corresponding confidentiality obligations before any Confidential Information of Partner is disclosed to the Project Groups.

7.6. The confidentiality obligations set forth in this Agreement shall bind the Demola Alliance for a period of five (5) years from the date of receipt of Confidential Information. In addition, Partner may require that the Demola Alliance commits to confidentiality with a separate confidentiality agreement.

7.7. The confidentiality obligations shall not apply to any information which

- a) has been publicly available before the beginning of the negotiations or later becomes publicly available in manner other than due to negligence or neglect or other action in violation of this Agreement on the part of the receiving Party or its personnel; or
- b) the receiving Party can demonstrate to have been in its possession before receiving such information from the disclosing Party; or
- c) has been received from third parties who have had a right to disclose such information; or
- d) the receiving Party has independently developed; or
- e) the Party must make public on the grounds of an act, decree or other judicial or governmental order.

8. Publication

8.1. After the Program has ended, the Project Group may publish the Results. However, all parts that are considered to be confidential or prevent the patenting of an invention created during the Project (novelty requirement) must be removed from all Results and other material intended for publication.

8.2. For avoidance of doubt, it is stated that Project description and team blogs that do not include Confidential Information shall be public for the entire duration of the Program. Partner will also be highlighted as Demola partner in general communications by Demola Alliance.

8.3. All theses made in connection with the Program shall be public. Confidential Information of Partner shall not be included in the theses.

9. Limitations of Liability

9.1. Neither Party shall under any circumstances be liable towards each other for any indirect, incidental, consequential, special or punitive damages, including but not limited to loss of profits, benefits and/or revenue,

whether in contract, tort, or otherwise, except for injury to persons, breach by the Section 8 Confidentiality or in cases of intentional misconduct or gross negligence.

10. Term

10.1. The Parties shall have the right to terminate the Agreement and the Project with immediate effect if the implementation of the Program has been interrupted otherwise than temporarily for at least fourteen (14) days or if the other Party commits a substantial breach of the terms and Terms of the Agreement or, where applicable, the confidentiality agreement, and fails to remedy such breach within thirty (30) days after receiving a written notice in respect of the matter.

10.2. The licenses granted to Partner based on this Agreement shall, however, remain in force even if a Program is terminated according to section 9.1.

10.3. Terms of the Agreement, which by their nature should survive the termination or expiration of the Agreement, shall continue to apply following such termination or expiration.

11. Miscellaneous

11.1. Any changes to the Agreement shall be agreed in writing, and the Parties shall approve the changes with their signatures to become valid and binding on the Parties.

11.2. A failure of a Party to insist upon the performance of any or more of the terms or Terms of the Agreement or a waiver of any term or Term of the Agreement will not be deemed to be a waiver of any rights or remedies the Party may have in subsequent similar situations.

12. Governing Law and Disputes

12.1. The Agreement is governed by and shall be construed in accordance with the laws of Portugal excluding its choice of law provisions.

12.2. Any possible disputes arising out of or relating to the Agreement shall be primarily settled by negotiations between the Parties. If any dispute under the Agreement cannot be solved otherwise, it shall be settled in arbitration by one (1) arbitrator in Portugal.

Electronic Signatures

Luís Loures

(digital representation of the signature)

Luís Loures

President

March 24, 2022 11:47

Email: lcloures@ipportalegre.pt

Ville Kairamo

(digital representation of the signature)

Ville Kairamo

Demola Global Oy

March 24, 2022 17:23

Email: ville@demola.net

António Casanova

(digital representation of the signature)

António Casanova

Camara Municipal de Portalegre

April 20, 2022 14:18

Email: casanova@cm-portalegre.pt

Audit trail

March 24, 2022 11:06

Contract is sent to Ville Kairamo ville@demola.net

March 24, 2022 11:06

Contract is sent to Luís Loures lcloures@ipportalegre.pt

March 24, 2022 11:06

Contract is sent to António Casanova casanova@cm-portalegre.pt

March 24, 2022 11:47

Viewed by Luís Loures

March 24, 2022 11:47

Email address verified Luís Loures lcloures@ipportalegre.pt

March 24, 2022 11:47

Signed by Luís Loures (IP: 193.137.229.158)

March 24, 2022 17:23

Viewed by Ville Kairamo

March 24, 2022 17:23

Email address verified Ville Kairamo ville@demola.net

March 24, 2022 17:23

Signed by Ville Kairamo (IP: 172.226.26.113)

April 11, 2022 10:51

Contract is sent to António Casanova casanova@cm-portalegre.pt

April 11, 2022 14:03

Viewed by António Casanova

April 11, 2022 14:03

Email address verified António Casanova casanova@cm-portalegre.pt

April 20, 2022 14:18

Signed by António Casanova (IP: 213.58.138.220)

April 20, 2022 14:18

Document finalized

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