

## **Annex D - PROPRIETA' INTELLETTUALE DELLE PROPOSTE E TRATTAMENTO DEI DATI PERSONALI**

I candidati devono rispettare le norme sulle Proprietà Intellettuale (IP) e sul trattamento dei dati personali di seguito specificate e specifiche per ogni paese.

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### ITALIA

- La proprietà intellettuale di tutti i progetti presentati nell'ambito del bando rimane in capo ai partecipanti.
- Le idee di gioco vincitrici e finanziate dal presente bando e successivamente realizzate diventeranno di proprietà della Fondazione Alghero e i relativi diritti di proprietà intellettuale, di sfruttamento economico e di utilizzazione della proposta saranno ceduti a tempo indeterminato alla stessa senza che il candidato abbia altro a pretendere dalla Fondazione e/o dai suoi aventi causa. La Fondazione si impegna a citare il nome dell'autore/i vincitori in tutte le azioni di comunicazione e/o promozione del gioco.
- Il candidato, con la partecipazione al presente bando, dichiara di essere il legittimo autore dell'idea di gioco proposta e che quanto presentato è opera originale di cui si garantisce la piena disponibilità al committente in caso di vittoria.
- Il candidato dichiara che l'idea proposta non viola i diritti di terzi di alcuna natura e le disposizioni normative vigenti quali, a mero titolo esemplificativo ma non esaustivo, le disposizioni in materia di protezione dei dati personali, dell'immagine, della personalità e reputazione, del diritto d'autore, dei segni distintivi e di proprietà industriale ed intellettuale di terzi. Dichiara inoltre di avere la titolarità esclusiva di tutti i diritti su quanto presentato, di non avere concesso a terzi diritti confliggenti e/o di non aver posto in essere atti in contrasto con i diritti in questa sede connessi o di cui si dispone, assicurandone il pacifico godimento. Dichiara di sollevare la Fondazione Alghero da ogni responsabilità,



I- nei confronti di terzi, in merito alla violazione di ogni diritto di copyright e alla violazione della proprietà intellettuale in relazione alla proposta ideativa e di assumere ogni eventuale responsabilità relativa alla violazione di diritti d'autore, privativa altrui e della proprietà intellettuale in relazione alla proposta ideativa, impegnandosi a manlevare e tenere indenne la Fondazione Alghero a e tutti i suoi aventi causa di tutti gli oneri conseguenti, incluse le eventuali spese per la difesa in giudizio.

- Dichiaro di essere in possesso di tutti i requisiti e diritti per poter rilasciare la presente dichiarazione qualora la proposta ideativa presentata risulti vincitrice

#### **Trattamento dei dati e tutela della privacy**

I dati dichiarati saranno trattati conformemente alla normativa in vigore (GDPR General Data Protection Regulation Reg. UE 2016/679 – D.lgs 196/2003 e ss.mm.ii.) ed esclusivamente per le formalità connesse al presente avviso e all'eventuale successivo affidamento diretto della fornitura. Il Titolare del trattamento dei dati è la Fondazione Alghero Musei Eventi Turismo Arte il cui rappresentante legale è il dott. Andrea Federico Delogu; il responsabile della protezione dei dati (RPD) è SIPAL srl, con sede a Cagliari nella Via San Benedetto, 60 – Tel: 070/42835 – email: [dpo@sipal.sardegna.it](mailto:dpo@sipal.sardegna.it) – pec: sipalpostacertificata@pec.sipal.sardegna.it



II- Courtesy translation in English:

- The intellectual property of all the projects presented in the context of the call remains with the participants.
- The winning game ideas financed by this announcement and subsequently implemented will become the property of Fondazione Alghero and the related intellectual property rights, economic exploitation and use of the game will be assigned to it indefinitely without the candidate having anything else to claim from the Foundation and / or its assignees. The Foundation undertakes to mention the name of the author / winners in all communication and / or promotion actions of the game.
- The candidate, by participating in this announcement, declares to be the legitimate author of the proposed game idea and that what is presented is an original work which is guaranteed full availability to the Fondazione in case of award.
- Applicants declare that the proposed idea does not violate the rights of third parties of any nature and the current regulatory provisions such as, by way of example but not limited to, the provisions on the protection of personal data, image, personality and reputation , copyright, distinctive signs and industrial and intellectual property of third parties.
- Applicants declare to have exclusive ownership of all the rights on what has been presented, not to have granted conflicting rights to third parties and / or not to have enacted acts in contrast with the rights herein connected or available to him, ensuring their peaceful enjoyment.
- Applicants declare to release Fondazione Alghero from any liability, towards third parties, regarding the violation of all copyright rights and the violation of intellectual property in relation to the ideational proposal and to assume any possible liability relating to the violation of copyright, rights of others and intellectual property in relation to the creative proposal, pledging to indemnify and hold harmless the Fondazione Alghero to and all its assignees for all consequent charges, including any expenses for defense in court.
- Applicants declare to be in possession of all the requirements and rights to be able to issue this declaration if the creative proposal presented is awarded.
- Intellectual property remains with the applicant in case of award/not award, and the contracting body may keep forever the rights of economic exploitation and use of the game

II. Personal data rules: the declared data under this call will be processed in accordance with the legislation in force (GDPR General Data Protection Regulation EU Reg. 2016/679 - Legislative Decree 196/2003





and subsequent amendments) and exclusively for the formalities connected with the call and any subsequent direct assignment of the subgrant.

The Data Controller is the Fondazione Alghero Musei Eventi Turismo Arte whose legal representative is dr. Andrea Federico Delogu; the data protection officer (DPO) is SIPAL SRL, based in Cagliari in Via San Benedetto, 60 - Tel: 070/42835 - email: [dpo@sipal.sardegna.it](mailto:dpo@sipal.sardegna.it) - pec: [sipalpostacertificata@pec.sipal.sardegna.it](mailto:sipalpostacertificata@pec.sipal.sardegna.it).



## II. JORDAN

### I- Copyright and Intellectual Property:

- The intellectual property (IP) of winning Participant Games in the context of this call remains the sole and exclusive property of Jordan university of science and technology (JUST) during and after the term of this agreement. Both parties should sign an agreement that clearly mentions that the IP for the Idea and anything related development or any related concept will be undertaken by JUST. The participant(s) has/ have no right to claim any future financial legal or financial rewards.
- The participants and JUST agree that all property which is created and developed, in any manner by the participants in connection with or during the participants' performance under this Agreement (the "Property") is, and will remain property of JUST during the term of this agreement and following termination thereof.
- The winning projects or game ideas supported by this announcement and sub grants will become the property of Jordan University of Science and Technology and the related intellectual property rights, economic exploitation and use of the game will be assigned to it indefinitely without the candidate having anything else to claim from the University and / or its assignees. The university undertakes to mention the name of the author / winners in all communication and / or promotion actions of the game.
- Participant(s) declare to have exclusive ownership of all the rights on what has been presented and does not violate the rights of third parties of any nature and the current regulatory provisions and that the game is not owned by any third party
- Participant(s) declare that publication of the game by JUST will not violate any copyright or other intellectual property right of any third party.
- Applicants declare to be in possession of all the requirements and rights to be able to issue this declaration if the creative proposal presented is awarded.
- The confidentiality obligations provided for in this Agreement shall survive its expiration or earlier termination

II- Personal data rules: the declared data under this call will be processed in accordance with the Jordan: Data Protection Laws and Regulations 2020



### **III. LEBANON (AUB)**

#### **I- Copyright and Intellectual Property**

- The Parties (provider and AUB) expressly agree that all property (whether tangible or intangible) which is created, developed, expanded, added to and /or modified in any manner by the Provider in connection with or during the Provider's performance under this Agreement (the "Property") is, and will remain, the sole and exclusive property of AUB during the term of this Agreement and following termination thereof.
- The Provider hereby irrevocably and perpetually assigns (and agrees to assign) to AUB all of the Provider's rights, title and interests to, and in, any property relating to the business of AUB (whether tangible or intangible) which is created by the Provider in connection with the Provider's performance of the Services. The Provider unconditionally agrees to do all things necessary to give effect to any such assignment, at the cost for AUB.
- The Provider has no right to be mentioned as author of the Property or any of his parts. Any potential fees related to the Property are included in the remuneration defined in this Agreement.
- To the extent that such work is not, by operation of law or otherwise, a work made for hire, Provider hereby transfers and assigns to AUB all his/her rights, title and interest therein, up to and including copyright, and commits to execute and deliver any instrument required by AUB to give effect to such transfer and assignment.
- By submitting a game, the Provider represents and warrants that the game is the Provider's original work, that the game is not owned by any third party, that the game is accurate, that the game has not been obtained by unlawful means, that the game has not been previously published in any manner or medium, specifically including, but not limited to, print or electronic means, and that publication of the game by AUB will not violate any copyright or other intellectual property right of any third party.
- Any and all information of whatever nature (whether commercial, technical, financial, operational or otherwise, in whatever form and whether or not recorded in any way), which is not publicly known, and which is at any time prior to or after the date of this Agreement made available to the Provider by or on behalf of the University on a confidential basis shall be deemed as confidential information ("Confidential Information").
- The Provider agrees to use any Confidential Information only in furtherance of his/her performance of this Agreement, and for no other purpose. Except as provided herein, the Provider agrees not to disclose the Confidential Information of the University to any other person or entity without the express prior written consent of the University. The Provider agrees that she/he shall protect the privacy of Confidential Information with the same degree of care with which he/she protects his/her own Confidential Information.





- The confidentiality obligations provided for in this Agreement shall survive its expiration or earlier termination.



## IV - SPAIN

### I- Copyright and Intellectual Property:

- The intellectual property of all the projects presented in the context of the call remains with the participants.
- The winning game ideas financed by this announcement and subsequently implemented will become the property of i2CAT Foundation and the related intellectual property rights, economic exploitation and use of the game will be assigned to it indefinitely without the candidate having anything else to claim from i2CAT and / or its assignees. i2CAT undertakes to mention the name of the author / winners in all communication and / or promotion actions of the game.
- The candidate, by participating in this announcement, declares to be the legitimate author of the proposed game idea and that what is presented is an original work which is guaranteed full availability to the i2CAT Foundation in case of award.
- Applicants declare that the proposed idea does not violate the rights of third parties of any nature and the current regulatory provisions such as, by way of example but not limited to, the provisions on the protection of personal data, image, personality and reputation , copyright, distinctive signs and industrial and intellectual property of third parties.
- Applicants declare to have exclusive ownership of all the rights on what has been presented, not to have granted conflicting rights to third parties and / or not to have enacted acts in contrast with the rights herein connected or available to him, ensuring their peaceful enjoyment.
- Applicants declare to release i2CAT Foundation from any liability, towards third parties, regarding the violation of all copyright rights and the violation of intellectual property in relation to the ideational proposal and to assume any possible liability relating to the violation of copyright, rights of others and intellectual property in relation to the creative proposal, pledging to indemnify and hold harmless the i2CAT Foundation to and all its assignees for all consequent charges, including any expenses for defense in court.
- Applicants declare to be in possession of all the requirements and rights to be able to issue this declaration if the creative proposal presented is awarded.
- Intellectual property remains with the applicant in case of award/not award, and the contracting body may keep forever the rights of economic exploitation and





## II- Personal data rules

- The declared data under this call will be processed in accordance with the legislation in force (GDPR General Data Protection Regulation EU Reg. 2016/679 - Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights and subsequent amendments) and exclusively for the formalities connected with the call and any subsequent direct assignment of the sub-grant.
- The Data Controller is the Fundació Privada i2CAT, Internet i Innovació Digital a Catalunya” hereinafter, i2CAT Foundation), with VAT-Number ESG63262570, located in C/ Gran Capità, 2-4 Edifici Nexus I, 2ª planta 08034 Barcelona, Tel. (+34) 93 553 25 10 and Email: [fundacio@i2cat.net](mailto:fundacio@i2cat.net); and registered in the Registry for Associations and Foundations of the Government of Catalonia with number 1.876.
- In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 regarding the protection of natural persons with regard to the processing of personal data and the free circulation of such data, the user may revoke the consent given and exercise their rights of access, rectification, erasure, cancellation, opposition, restriction of processing and data portability under the terms specified in the legislation on data protection or by sending an email to [rgpd@i2cat.net](mailto:rgpd@i2cat.net)
- Applicants and co-applicants acknowledge that providing their personal data in the Annexes is mandatory in order to participate in the call for sub-grants.
- Applicants and co-applicants allow to i2CAT to disclose their name, as provided in the corresponding application form, in any form or by any means, for promotional purposes.
- Personal data shall be kept, under the scope of the call for sub-grants, until its completion after which they will be erased.

