

# IP Assignment Agreement

## Legal notice

This template is provided as a starting point. It does not constitute legal advice. Organisations operating in different EU member states should review this template with a qualified legal professional before use, as IP law varies across jurisdictions.

In Erasmus+ projects, transparency about IP is mandatory. Participants must be informed of their IP rights before the event begins.

## DIGICOLLAB HACKATHON – INTELLECTUAL PROPERTY AGREEMENT

This agreement sets out the intellectual property (IP) rights of participants in the DigiCollab Hackathon.

Event: [ Event Name ] | Date: [ DD-DD Month YYYY ] | Organised by: [ Organisation Name ]

### 1. Definitions

'Created Work' means any software code, design, prototype, presentation, written content, data, concept, or other intellectual output created by a participant or team during the hackathon.

'Participant(s)' means the individual(s) whose names appear in the signature section of this agreement.

'Organiser' means [ Organisation Name ], acting on behalf of the DigiCollab Erasmus+ project.

### 2. Default IP Model – Student Ownership

#### Core principle

All ideas, code, designs, prototypes, and other Created Works produced during the hackathon remain the intellectual property of the participating student team(s) that created them.

The Organiser does NOT acquire ownership of any participant work.

This principle applies regardless of whether the work was developed using Organiser-provided tools, platforms, or resources.

### 3. Licence Granted to the Organiser

By signing this agreement, participants grant the Organiser a non-exclusive, royalty-free, perpetual licence to:

- Feature the Created Work (including descriptions, screenshots, and demonstrations) in educational materials, reports to the Erasmus+ Programme, project documentation, website content, and academic publications;
- Share the Created Work publicly as an example of student innovation (e.g. on the DigiCollab website, in conference presentations, in newsletters and press releases);
- Use the Created Work for non-commercial research and evaluation purposes within the scope of the DigiCollab Erasmus+ project.

## 4. Commercial Use

The Organiser may NOT use the Created Work for any commercial purpose without obtaining separate written consent from all members of the team that created it.

If participants wish to commercialise their Created Work, they are free to do so independently. The Organiser will not claim any commercial rights.

## 5. Open Source Option

Participants may choose to release their Created Work under an open-source licence. If so, indicate the chosen licence below:

- MIT Licence    Apache 2.0    Creative Commons BY (CC BY 4.0)    Other: \_\_\_\_\_
- We are not releasing our work under an open-source licence at this time.

## 6. Third-Party Materials

Participants confirm that their Created Work does not infringe the intellectual property rights of third parties. Where third-party materials (images, libraries, data, etc.) are incorporated, participants confirm that their use is permitted under the applicable licence terms.

AI-generated content: Participants must disclose in their final presentation whether and how AI tools were used in creating their work. Use of AI tools is permitted under the DigiCollab Code of Conduct provided it is transparent.

## 7. No Warranty

Participants provide their Created Work 'as is'. The Organiser makes no claim that the Created Work is complete, production-ready, or fit for any specific purpose.

## 8. Governing Law

This agreement is governed by the law of [ Country – e.g. Federal Republic of Germany ] and the applicable provisions of EU Regulation 2016/679 (GDPR). Any disputes shall be resolved by the competent courts of [ City, Country ].

## SIGNATURES

All participating team members must sign. For participants under 18, a parent/guardian co-signature is required.

| Full name (print) | Team role | Signature | Date | Parent/guardian sig. (if <18) |
|-------------------|-----------|-----------|------|-------------------------------|
|                   |           |           |      |                               |
|                   |           |           |      |                               |
|                   |           |           |      |                               |
|                   |           |           |      |                               |
|                   |           |           |      |                               |

On behalf of [ Organisation Name ]:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Organisation stamp (if required): \_\_\_\_\_

### Sample disclosure text for participant communications

"All ideas and code produced during the hackathon belong to the participating students. The institution has the right to use them for educational, promotional, and research purposes. Student permission is required for commercial use. Full terms are set out in the IP Assignment Agreement which all participants are asked to sign on or before Day 1."