



# Erasmus+



## LaWEEEEda

Latin American-European network on waste electrical and electronic equipment research, development and analyses

### **D7.4 INTELLECTUAL PROPERTY RIGHTS (IPR) GUIDELINES**



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## SUMMARY

This document describes the guidelines adopted by the LaWEEEda consortium on Intellectual Property Rights (IPR) management, in agreement with the contractual obligations that the consortium has undertaken with the European Commission. The Parties agree that nothing in these guidelines shall create any rights or obligations - rights and obligations of the Parties are defined by the Partnership Agreement.

## INTRODUCTION

This document provides Intellectual Property Rights (IPR) guidelines for the participants of the Latin American-European Network on Waste Electrical and Electronic Equipment Research, Development and Analyses – LaWEEEda project. It is a short guide covering some IPR issues that Project participants may encounter whilst developing project outputs, aiming at the compliance with Erasmus + Program rules on the subject. These guidelines comply with provisions prescribed on Articles 10 and 11 of the Partnership Agreement and are required for the following outputs:

- publications;
- dissemination material;
- educational products;
- training programmes;
- events;

and any other output which arises from LaWEEEda Project.

LaWEEEda is a transcontinental project, to be developed by universities and business partners located in five different countries. Harmonization of some IPR practices, according to Erasmus + Program rules, was one of the first concerns during elaboration of this document. According to Article 11 of the Partnership Agreement, the ownership of all project results, including copyrights and other intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries. Materials already developed and brought in may be only used within the scope of the project as templates of good practice.

Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

The main topics of the Guide concern intellectual property of the Project Results / Outcomes / Deliverables and how they can be licensed to users under an open view.

The IPR Guide consists of three Parts:

- 1. Project deliverables;
- 2. Erasmus+ and Partner Country IPR Rules;
- 3. IPR rules applied to Project deliverables;
- 4. Frequently Asked Questions (FAQ)

## **1 PROJECT DELIVERABLES**

According to the approved Project (Pg. 51), the LaWEEEda Project Deliverables are:

WP1:

-D1.4: Selection of modules, courses and educational products for academic education and CPD

WP2:

-D2.1 web platform

-D2.2/3 Roadmaps for the LaWEEEda University-Business collaboration and trainings centre

-D2.4 Fully established LaWEEEda centre

-D2.5 Businessplan

WP3:

-D3.2 Report on adaptation of educational products for academic education

-D3.3 Report on newly developed educational products for academic education

-D3.4 Report on improvements of academic educational products based on pilot phase and inputs from quality assurance including pathways of approval and status of approval

WP4:

-D4.2 Report on adaptation of CPD educational products

-D4.3 Report on newly developed CPD educational products

-D4.4 Report on improvements of CPD educational products based on pilot phase and inputs from quality assurance including certification procedures

WP5:

-D5.1 e-learning platform

-D5.2 Digital library

-D5.3 Guideline on garage approach -Teachers and trainers trained on new tools

WP6:

-D6.1 Quality plan and guidelines

WP7:

-D7.1 Dissemination strategy

-D7.3 Dissemination Material

## **2 ERASMUS+ AND PARTNER COUNTRIES IPR**

### **RULES**

#### **2.1 DEFINITIONS**

For the purposes of this IPR Guidelines, the following definitions are adopted.

##### **2.1.1 Classified Information**

Refers to information of a confidential nature that may include information of a personal, scientific, industrial, business, or commercial nature, that is not available to the general public

### 2.1.2 Intellectual Property

Refers to creations of the mind: inventions; literary and artistic works; and symbols, names and images used in commerce. Intellectual property is divided into two categories: (i) Industrial Property includes patents for inventions, trademarks, industrial designs, geographical indications and know-how; (ii) Copyright covers literary works (such as scientific works, reports, novels, poems and plays), films, videos, music, artistic works (e.g., drawings, paintings, photographs and sculptures) and architectural design.

### 2.1.3 Intellectual Property Rights

Intellectual property rights, very broadly, means the legal rights which result from intellectual activity in the industrial, scientific, literary and artistic fields. They reward creativity and human endeavor, which fuel the progress of humankind. Their function is safeguarding creators and other producers of intellectual goods and services by granting them certain time-limited rights to control the use made of those productions. Those rights do not apply to the physical object in which the creation may be embodied but instead to the intellectual creation as such.

## 2.2 CONFIDENTIALITY AND DATA PROTECTION

According to the EU Council Decision, dated from 23 September 2013, regarding “security rules for protecting EU classified information” (COUNCIL OF THE EUROPEAN UNION, 2013), EU classified information shall receive one of the following levels:

CONFIDENTIALITY LEVEL	DESCRIPTION
Très Secret UE / EU Top Secret	Information And Material The Unauthorised Disclosure Of Which Could Cause Exceptionally Grave Prejudice To The Essential Interests Of The European Union Or Of One Or More Of The Member States

Secret UE / EU Secret	Information And Material The Unauthorised Disclosure Of Which Could Seriously Harm The Essential Interests Of The European Union Or Of One Or More Of The Member States
Confidentiel UE / EU Confidential	Information And Material The Unauthorised Disclosure Of Which Could Harm The Essential Interests Of The European Union Or Of One Or More Of The Member States
Restreint UE / EU Restricted	Information And Material The Unauthorised Disclosure Of Which Could Be Disadvantageous To The Interests Of The European Union Or Of One Or More Of The Member States

According to regulation (EC) n° 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents (EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION, 2001), Article 4, Exception 2, institutions shall refuse access to a document where disclosure would undermine the protection of commercial interests of a natural or legal person, including intellectual property, unless there is an overriding public interest in disclosure, among other provisions.

Based on these classification levels, rules to public access to documents and provision prescribed on Article 10 of the Partnership Agreement, LaWEEEda adopts the following access levels to Project's document, information and other material directly related to:

<b>ACCESS LEVEL</b>	<b>DESCRIPTION</b>
PUBLIC	Public access
RESTRICTED	Access restricted to programme participants, including Commission services and project reviewers

CONFIDENTIAL	Access restricted to consortium members, including Commission services and project reviewers
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All documents, information and other material directly related to LaWEEEda classified as “CONFIDENTIAL” or “RESTRICTED” shall be explicitly marked as so before disclosure. Oral information shall be written and classified within 15 calendar days.

LaWEEEda members shall remain bounded to these Confidentiality provisions for a period of 3 years after the end of the Project and Confidential Information:

- shall be used only for the purposes for which it was disclosed;
- shall not be disclosed to third parties (Recipient) without prior written consent of its owner (Disclosing Party);
- is disclosed to consortium members in a strict need-to-know basis;
- shall be returned to the Disclosing Party if demanded, within 15 calendar days, and all the copies shall be destroyed, information stored in machine readable form shall be deleted and its use shall be suspended.

Any Confidential Information is excluded of these provisions if the Recipient demonstrates such Confidential Information:

- is or comes into the public domain otherwise than by disclosure or default by its Recipient;
- was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
- was already known to the Recipient as evidenced by written record pre-dating such disclosure;
- is required to comply with applicable laws, regulations or court or administrative order.

LaWEEEda members shall apply at least the same degree of care (but no less than a reasonable degree of care) as it uses to protect its own Confidential Information from unauthorized use or disclosure.

## 2.3 VISUAL IDENTITY

According to the Erasmus+ Grant Agreement (Art. I.10.9), all Project publications and results must:

- Display Erasmus+ Logo (See [http://eacea.ec.europa.eu/about-eacea/visual-identity\\_en](http://eacea.ec.europa.eu/about-eacea/visual-identity_en));
- Include the sentence: "Co-funded by the Erasmus+ Programme of the European Union";
- Include the disclaimer: "This project has been funded with support from the European Commission. This publication [communication] reflects the views only of the author, and the Commission cannot be held responsible for any use which may be made of the information contained therein". For other languages, see: [http://ec.europa.eu/dgs/education\\_culture/publ/graphics/beneficiaries\\_all.pdf](http://ec.europa.eu/dgs/education_culture/publ/graphics/beneficiaries_all.pdf)

ANNEX 1 details the minimum content of text Templates for the application of such rules. ANNEX 1 presents the mandatory initial pages for text documents (Reports, Teaching material etc.). Presentation files need to present the same content, following the provided LaWEEEda Templates. In the beginning of videos, it is mandatory to present the content of ANNEX 1, with black background and duration of at least 10 seconds each page.

## **2.4 OWNERSHIP OF PROJECT OUTCOMES**

According to the Partnership Agreement, Article 11, the ownership of all project results, including copyrights and Intellectual Property Rights, as well as all reports and other documentation resulting from the action, shall be vested in the grant beneficiaries, which are the universities. Creators of LaWEEEda educational material shall assign their IPR to her/his university (ANNEX 2). They will keep moral rights over the work and will be individually nominated in each publication.

Background material, which has been already developed by any beneficiary prior to the Project and brought to LaWEEEda, may only be used within the scope of the Project as templates of good practice. This is to avoid risk of plagiarism of third-



party appropriation of material. Nevertheless, Project deliverables may formally cite existing documents, in accordance with ethics in publications.

It is necessary to settle a copyright permission for reproduction and scale production of print material (ANNEX 2).

## 2.5 IMAGE USE RIGHTS

According to The *OECD Privacy Framework*<sup>1</sup>, personal data means any information relating to an identified or identifiable individual (data subject), and transboundary flows of personal data means movements of personal data across national borders, including members and non-members countries. Allied to that, member countries shall have a common interest in promoting and protecting the fundamental values of privacy, individual liberties and the global free flow of information. Therefore, it is necessary to build an equilibrium between intellectual property rights arising from LaWEEEda project outcomes and access to personal data used to develop such results.

Recording images, videos and audios that clearly allows for the identification of individuals<sup>2</sup> shall be accompanied by a person's consent in using such data according to LaWEEEda's objectives. In such situations, researchers shall address to the templates in ANNEX 3. Recording personal data in public areas, where individuals cannot be personally identified does not require the signature of personal consents – for such cases one can consider, e.g., people who are out of the range of one earshot, filming crowds of people, or in aerial takes.

## 3 OPEN LICENSE OF PROJECT OUTCOMES

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<sup>1</sup> The OECD Privacy Framework. Available at [http://www.oecd.org/sti/ieconomy/oecd\\_privacy\\_framework.pdf](http://www.oecd.org/sti/ieconomy/oecd_privacy_framework.pdf)

<sup>2</sup> According to The OECD Privacy Framework, "personal data convey information which by direct (e.g. a civil registration number) or indirect linkages (e.g. an address) may be connected to a particular physical person".

An open license is a way by which the owner of a work grants permission to everyone to use the resource. There are different open licenses according to the extent of the permissions granted or the limitations imposed, and the beneficiaries are free to choose the specific license to apply to their work. An open license must be associated to each resource produced.

An open license is not a transfer of copyrights or Intellectual Property Rights (IPR). Beneficiaries will remain the copyright holders of the materials they produce and are allowed to use them as they wish. The only requirement for grant beneficiaries is to make educational resources (or other documents and media produced by the project) freely accessible through open licenses. To fulfill this requirement, licenses need to grant at least the use and, ideally, sharing and adaptation rights. Beneficiaries can also commercialize their project outcomes, and experience shows that open access brings visibility and may encourage interested users to buy the printed version or physical material, document or media.

#### National Copyright Legislation for Partner Countries

Organization	Country	National Related Laws	Contracting Party
BOKU	AU 	Federal Law on Copyright in Literary and Artistic Works and Related Rights (Copyright Act, 2015) Federal Act concerning the Protection of Personal Data (DSG 2000)	Yes
TUON	UK 	Copyright, Designs and Patents Act 1988 Data Protection Act 1998	Yes
TUHH	GE 	Act on Copyright and Related Rights (Copyright Act, 1965) Federal Data Protection Act (2003)	Yes
UNESP		Law nº 9.610 of February 19, 1998 (Law on Copyright and Neighboring Rights)	Yes
UFRH			
COOPAMA			

ACAMJG	BR 	Brazilian Constitution (chapter on fundamental rights and guarantees); Law nº 10.406 of January 10, 2002 (Civil Code, on personality rights) Law nº 12.527 of November 18, 2011 (Law on Access to Information)	
ULSA	NI 	Law nº 577 of 2006 on Amendments and Additions to Law No. 312 of 1999 on Copyright and Neighboring Rights Law nº 787 of 2012, on Protection of Personal Data	Yes
UCAN			
NICAMBIENTAL			
HANTER METALS, Ltd.			
EUROPEAN UNION	UE 	Directive 2011/77/EU of the European Parliament and of the Council of 27 September 2011 amending Directive 2006/116/EC on the term of protection of copyright and certain related rights Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016	No

According to the Erasmus + Programme Guide (EC, 2015, p. 12):

*Erasmus+ promotes the open access to materials, documents and media that are useful for learning, teaching, training, youth work and are produced by projects funded by the Programme. Beneficiaries of Erasmus+ grants producing any such materials, documents and media in the scope of any funded project must make them available for the public, in digital form, freely accessible through the Internet under open licences. Beneficiaries are nonetheless allowed to define the most appropriate level of open access, including limitations (e.g. interdiction of commercial exploitation by third parties) if appropriate in relation to the nature of the project and to the type of material. The open access requirement is without prejudice to the intellectual property rights of the grant beneficiaries.*

According to such requirement, LaWEEEda project is going to adopt a Creative Commons<sup>3</sup> Attribution-Non Commercial-No Derivatives 4.0 International (CC BY-NC-ND 4.0) license, which legal requirements can be found [here](#). In brief, all the digital material produced during the project (texts, videos, images, audios etc.) can be freely shared by any user, who is free to copy and redistribute the material in any medium or format, under the following terms (CC BY-NC-ND 4.0, 2017):

**Attribution** — user must give [appropriate credit](#), provide a link to the license, and [indicate if changes were made](#);

**Non Commercial** — user may not use the material for [commercial purposes](#);

**No Derivatives** — if user [remix, transform, or build upon](#) the material, he/she may not distribute the modified material;

**No additional restrictions** — user may not apply legal terms or [technological measures](#) that legally restrict others from doing anything the license permits.


This license cannot be revoked as long as the user follows the license terms.

Nevertheless, according to the same Erasmus + Programme Guide (EC, 2015, p. 252), beneficiaries can commercialise their project outcomes by selling printed versions or physical material, document or media.

This CC license will enable to share material with the following communities (among others):

Material Type	Community
Images	 
Audio	  

<sup>3</sup> Creative Commons (CC) is an American non-profit organization which helps authors to legally share their knowledge. CC has created several types of copyright licenses which allow authors to communicate to users which rights are reserved and which rights they waive.

Video	
Text	

In order to license the material produced under such Creative Commons license, each one shall receive one of the following legal notice, according to the type of the media (see also ANNEX 1):

**Website and digital works:**

Each one of the pages displayed on the website shall receive the following notice:



The content on this site is licensed under a [Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International License](https://creativecommons.org/licenses/by-nc-nd/4.0/).

This also applies to any deliverable that is published in digital form in such a way that it allows for the insertion of web links within the document (ex.: PDF of PPT with links).

**Non digital works:**

The following notice shall be inserted in the first page of the work:



This work is licensed under the Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International License. To view a copy of this license, visit <http://creativecommons.org/licenses/by-nc-nd/4.0/> or send a letter to Creative Commons, PO Box 1866, Mountain View, CA 94042, USA.

**Videos and audios:**

A Creative Commons information is required in the end of any videos (video bumpers) or audios (podcasting) produced by the Project. The standard information in these cases is available at:

Videos (video bumpers):

[https://wiki.creativecommons.org/wiki/Marking\\_your\\_work\\_with\\_a\\_CC\\_license#Marking\\_Specific\\_Media](https://wiki.creativecommons.org/wiki/Marking_your_work_with_a_CC_license#Marking_Specific_Media)

Audios (podcasting):

<https://creativecommons.org/podcasting/>

For downloading logos, go to <https://creativecommons.org/about/downloads/>

Major differences between Creative Commons License 3.0 to 4.0 are well described at <https://creativecommons.org/share-your-work/licensing-considerations/version4/>

### **3.1 FACEBOOK**

Facebook's Copyright Policy<sup>4</sup> implicitly states that all IPR remains entitled to the creators and / or owners, who shall seek for their enforcement whenever a third party violation is understood to be taking place. Thus, it is the copyright's owner responsibility to manage their intellectual property, including the grant of licenses. Therefore, according to the guidelines in Erasmus + Programme Guide, and considering Facebook is going to be one of the major media vehicles to disseminate LaWEEEda outcomes, it is desirable to insert the following notices in the Project's fan page (<https://www.facebook.com/ProjetoLaWEEEda/>):

*Text to add to the "About" Section at the Facebook page:*

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<sup>4</sup> [https://www.facebook.com/help/1020633957973118/?helpref=hc\\_fnav](https://www.facebook.com/help/1020633957973118/?helpref=hc_fnav)

O Projeto LaWEEEda, cofinanciado pelo Programa Erasmus+ da Comissão Europeia, é uma parceria entre universidades europeias, brasileiras e nicaraguenses, bem como organizações do Brasil e Nicarágua. Tem como objetivo a capacitação técnica e acadêmica para o efetivo manejo dos Resíduos de Equipamentos Eletroeletrônicos (REEE) na América Latina.



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LaWEEEda Project is co-funded by Erasmus + Program of the European Union, which is executed by an academic consortium of seven universities located at Austria, United Kingdom, Germany, Brazil and Nicaragua, and four Latin-American companies. Its goal is to develop a network for improving research, development and analysis of waste electrical and electronic equipment, aiming at capacity building in e-waste management.



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## **4 Frequently Asked Questions (FAQ)**

1) Can I freely use extracts of third parties' works (e. g., YouTube videos) in LaWEEEda educational videos?

According to Berne Convention (1886), Article 10 sets a number of certain free uses of third parties' works:

(1) It shall be permissible to make quotations from a work which has already been lawfully made available to the public, provided that their making is compatible with fair practice, and their extent does not exceed that justified by the purpose, including quotations from newspaper articles and periodicals in the form of press summaries.

(...)

(3) Where use is made of works in accordance with the preceding paragraphs of this Article, mention shall be made of the source, and of the name of the author if it appears thereon.

According to the EU Copyright Directive (DIRECTIVE 2001/29/EC, 2001), Article 3, Member States may provide for exceptions or limitations to copyrights in the case of the "use for the sole purpose of illustration for teaching or scientific research, as long as the source, including the author's name, is indicated, unless this turns out to be impossible and to the extent justified by the non-commercial purpose to be achieved".

Besides that, Article 6bis in Berne Convention states author's moral rights are protected:

(1) Independently of the author's economic rights, and even after the transfer of the said rights, the author shall have the right to claim authorship of the work and to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the said work, which would be prejudicial to his honor or reputation.

And what can be understood as fair practice? According to Karapapa, based on UK copyright law, these are the four basic rules to have in mind:

1) Use of the new work is non-commercial;



2) Use of third party's work is fair, meaning (i) the way the new work is going to be used do not conflict with the way in which the third party's work is used, (ii) the extracts used are not a substantial part of the new work;

3) Use of third party work is made by researchers and / or students for their own use only;

4) It is given credit to the author(s) of the third party's work (and generally not to the owner of the copyright).

So, if you are a researcher or a student related to LaWEEEda consortium, you can use extracts of third parties' works in your own work, without asking for a license from the copyright's owner, as long as you comply with these fair practices.

In cases where any of the rightholders of the third party's work can be identified – after a diligence search – this may be considered an orphan work (DIRECTIVE 2012/28/EU).

2) Are there any specific rules for dissemination of LaWEEEda project websites?

Each social media company states its own agreements regarding intellectual property to be accepted by its users. Nevertheless, these IP terms of use are based on international agreements, conventions etc. which are internalized to each country as national regulations. So, before publishing in any social media, it is important to check its IP rules. These are some general topics you should be aware before publishing:

- Including original content from third parties, without explicit permission, usually is a violation of copyrights laws;
- Be careful if the post associates, intentionally or inadvertently, LaWEEEda with third parties' trademarks, brand or business without the proper authorization; in some cases, this may give rise to liability or infringement;
- Keep the non-commercial educational purpose of the project in mind;
- Always give the due credit to third parties' works.

## **BIBLIOGRAPHY**

Berne Convention for the Protection of Literary and Artistic Works, of September 9, 1886. Available at [http://www.wipo.int/treaties/en/text.jsp?file\\_id=283698](http://www.wipo.int/treaties/en/text.jsp?file_id=283698)

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CONCIL OF THE EUROPEAN UNION. Council Decision of 23 September 2013 on the security rules for protecting EU classified information (2013/488/EU). Official Journal of the European Union, L 274, p.1-50, 15.10.2013.

Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society. Available at <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1505330121915&uri=CELEX:32001L0029>

Directive 2012/28/EU of the European Parliament and of the Council of 25 October 2012 on certain permitted uses of orphan Works. Available at <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1505331807199&uri=CELEX:32012L0028>

EUROPEAN COMMISSION. Erasmus + Program Guide. Version 1 (2016): 20/10/2015.

EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION. Regulation (EC) n° 1049/2001, dated from 30 May 2001, regarding public Access to European Parliament, Council and Commission documents. Available at <http://data.europa.eu/eli/reg/2001/1049/oj>. Access on 14.08.2017.

Karapapa, S. Research & Private Study. Available at <http://www.copyrightuser.org/understand/research-private-study/>.

WORLD INTELLECTUAL PROPERTY ORGANIZATION. WIPO Intellectual Property Handbook. Available at [http://www.wipo.int/edocs/pubdocs/en/intproperty/489/wipo\\_pub\\_489.pdf](http://www.wipo.int/edocs/pubdocs/en/intproperty/489/wipo_pub_489.pdf). Access on 14.08.2017.

**ANNEX 1 - Templates for Erasmus+ IPR rules in**  
**Project deliverables**



# Erasmus+



## LaWEEEEda

Latin American-European network on waste electrical and electronic equipment research, development and analyses

**DOCUMENT TITLE**



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**Project Coordination:**



University of Natural Resources  
and Life Sciences, Vienna

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**European Partners:**



**Latin-American Partners:**

*Local Coordination in Brazil:*



UNIVERSIDADE FEDERAL  
DO RIO DE JANEIRO



*Local Coordination in Nicaragua:*





**Coordenação do Projeto:**



University of Natural Resources  
and Life Sciences, Vienna

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*Coordenação Local na Nicarágua:*



**Coordinación del Proyecto:**



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## ANNEX 2 – Spanish version

## ANNEX 3 – IMAGE USE CONSENT

### IMAGE USE CONSENT

#### BACKGROUND

*LaWEEEda is a project co-funded by the Erasmus+ Program of the European Commission, which is executed by an academic consortium of seven universities located at Austria, United Kingdom, Germany, Brazil and Nicaragua, and four Latin-American companies. Its goal is to develop a network for improving research, development and analysis of waste electrical and electronic equipment, aiming at capacity building in e-waste management. For this project, educational material is going to be produced and freely distributed, mainly by print and electronic channels, such as websites e social medias.*

Therefore, agreeing with the scope of this project, I,  
\_\_\_\_\_ permanently hereby authorize the academic consortium LaWEEEda to use my personal image in educational material to be produced according to the goals of the project, such material being texts, videos, pictures, audios and other related medias. I hereby assign all rights to the release and retention of this educational material to the partner universities which integrate LaWEEEda as outlined in this agreement. I understand that all the material will be used for educational purposes only and it is going to be released in websites, social medias, prints etc.

I certify that I am over 21 years of age.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
Place and Date

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

## TERMO DE CESSÃO USO DE IMAGEM

### ANTECEDENTES

*LaWEEEda é um projeto financiado com o apoio da Comissão Europeia, dentro do programa Erasmus+, sendo executado por um consórcio acadêmico de sete universidades localizadas na Áustria, Reino Unido, Alemanha, Brasil e Nicarágua, além de quatro empresas latino-americanas. Seu objetivo é voltado para a formação de uma rede de pesquisa, desenvolvimento e análise de resíduos de equipamentos eletroeletrônicos, visando à capacitação de recursos humanos na gestão de tais resíduos. As atividades do projeto incluem elaboração e disponibilização gratuita de material didático, principalmente por meio de impressos e de canais eletrônicos, como sítios eletrônicos e redes sociais.*

Assim, estando de acordo com o escopo do projeto LaWEEEda, eu, \_\_\_\_\_, autorizo o uso da minha imagem para fins educacionais, de divulgação e publicidade deste trabalho científico-cultural. Procedo também à cessão gratuita, permanente e irrevogável, às universidades que integram o Projeto LaWEEEda, de todo e qualquer direito autoral patrimonial resultante de eventuais produtos decorrentes da produção do material didático do Projeto, o qual poderá ser composto por vídeos, áudios, imagens, textos etc.

Certifico também que minha idade é superior a 21 anos.

\_\_\_\_\_, \_\_\_\_ de \_\_\_\_\_ de \_\_\_\_\_.  
Local e data.

\_\_\_\_\_  
Nome:



