

PROJECT
PTA 2021-20123
Technological Applications for the Development of Laboratory Teaching
LINE OF RESEARCH NO. 4
CUP (UNIQUE PROJECT CODE): B59C21000340001

RELEASE FOR AUDIO-VIDEO RECORDINGS
AND SIMULTANEOUS UNILATERAL TRANSFER OF PROPERTY RIGHTS

I, the undersigned*[first name(s), surname]*, born in *[place of birth]* on *[date of birth]*, of *[postal address]*, with certified PEC/email address..... (“Author”) as co-author of the paper with the provisional title *[provisional title]* (“Work” and/or “Contribution”)

WHEREAS

- as part of the activities carried out under Line of Research no. 4 “Technological Applications for the Development of Laboratory Teaching”, Istituto Nazionale di Documentazione Innovazione e Ricerca Educativa (INDIRE), has undertaken to organize an International Conference entitled “FabLearn Italy 2021”, with the aim of informing the political, school and scientific community of the current situation of the research activities in the “Coding and Robotics” and “Maker@Scuola” projects, and their results, and also disseminating new teaching practices for schools to a wide, international audience;
- the Conference will be based on a call for papers and a series of online meetings on the themes of the research activities within the Coding and Robotics, and Maker@Scuola projects, that is, the methods present in makerspaces and FabLabs;
- as a result of the considerations that will arise from the FabLearn Italy 2021 Conference – “Innovation in Laboratory Teaching with Making, Educational Robotics, Coding and Innovative

Technologies”, INDIRE also intends to produce a collective publication containing contributions resulting from the call for papers;

- INDIRE is interested in making and intends to make audio-video recordings of the authors/speakers who take part in the conference activities, as well as disseminating and publishing these contributions online and in print in a book of proceedings, in order to ensure the widest dissemination of the Work among the public and the relevant scientific community;
- the Author intends to contribute to the creation of the above-mentioned collective publication by authoring the Contribution with the provisional title “.....” which is to be considered an integral and substantive part of this release;
- the purpose of this document is for INDIRE to acquire the permission to publish and/or disseminate the audio-video recordings that will be made during the activities carried out within the online FabLearn Italy 2021 Conference, as well as the property rights for the book of proceedings (“Collective Publication”) that will be published after the Conference, subject to the authorization of the Board of Directors of INDIRE.

In consideration of the above, do hereby

DECLARE

- that I am the Author/Co-author of the Contribution with the provisional title
- that my Contribution will be delivered in the manner and within the time frame specified in the call for papers available on <https://italy2021.fablearn.global/> and in any subsequent communications sent by INDIRE;
- that I undertake to transfer free of charge to Istituto Nazionale di Documentazione Innovazione e Ricerca Educativa (INDIRE) all rights of publication and economic use according to the general terms and conditions set out below, which I have read and accept;
- that I authorize, free of charge, and with no time limit, in accordance with Article 10 of the Italian Civil Code and Article 96 of Law no. 633/1941 on copyright, the recording of images of my person and my voice by radio, television, photographic and audio-video means; the reproduction and printing of the same in magazines, books, brochures and on any other paper, digital and/or multiple medium, as well as the publishing and/or dissemination of the same in any form on INDIRE’s official

websites, social media pages, and on any means of dissemination, and I also authorize the storage of the same recordings in computer archives;

- I have read the Privacy Notice and consent to the processing of my personal data for the purposes and in the manner indicated in the document annexed hereto.

Place and date

Name signed in full

GENERAL TERMS AND CONDITIONS

The purpose of these General Terms and Conditions is to formalize acquisition by INDIRE (Assignee) of the property rights to the Work in accordance with the law on copyright (Law 633/1941).

ARTICLE 1 – SUBJECT MATTER

The Author assigns free of charge, exclusively and definitively to the Assignee, who accepts, all rights of publication and economic use, in print or on any other type of medium and in any form and manner, original and/or derivative, that he/she has in relation to the Work. Specifically, the assignment includes, by way of example and not exclusively: a) the right of the Assignee to publish the Work in any form and manner, including on the Internet; b) the right to translate the Work into any language; c) the right to adapt and develop the Work, or part of it, for publication, by way of example and not exclusively, in print, by wire and/or satellite, for use on sound and/or audiovisual media of any kind, on electronic or magnetic media, or on media similar or analogous to those indicated above, as well as in databases, or over the Internet, and also purely for the purpose of advertising or promoting both the Work and its individual parts; d) the right to disseminate the Work, distribute and market it by the means referred to in the previous subsections, or by any other means available; e) the option to transfer to third parties the rights referred to in the previous subsections.

ARTICLE 2 – GUARANTEES

The Author warrants and represents that the Contribution is original except for any extracts quoted from copyrighted works (including illustrations, tables, animations, and text quotations) which he/she may include with the permission of the copyright holder, stating the precise sources of the extracts presented in the Work.

The Author also guarantees, for the entire term of this agreement, the quiet possession and enjoyment of the assigned rights; he/she also assures that the use of the Contribution and, specifically, its publication, does not violate, either in whole or in part, any third-party rights, nor does it constitute a breach of any criminal law, and shall hold the Assignee and related rights holders harmless from any damages or expenses that may arise in this regard. If the quiet enjoyment of the assigned rights is disturbed by third parties, the Author undertakes to provide, at the request of the Assignee, his/her cooperation and assistance and, in all events, to indemnify the Assignee and related rights holders against the claims or actions of such third parties. The Author undertakes to ensure the Assignee is in a position to carry out promptly, whether in Italy or abroad, the procedures that the latter deems most appropriate for obtaining recognition of the author's rights that are the subject matter of this agreement, or to reinforce them.

ARTICLE 3 – OBLIGATIONS OF THE ASSIGNEE

The Assignee undertakes to recognize and testify to the authorship of the Author's Work in the broadest terms, and therefore in every instance and, in particular, in the event of exploitation of the Work for didactic purposes, or use of and reference to it in advertising-related activities. Filing and/or registration costs, pursuant to Article 105 of the Italian law on copyright (Law no. 633/1941 as amended), or by virtue of provisions in force in other countries, shall be borne entirely by the Assignee.

ARTICLE 4 – PROCESSING OF PERSONAL DATA

The processing of the data provided shall take place in accordance with Regulation (EU) 2016/679 – General Data Protection Regulation (GDPR) – and Italian Legislative Decree no. 196 of 30 June 2003 – Code relating to the protection of personal data.

The personal data provided shall be collected and processed by INDIRE, mainly by computer, for the purpose of managing the contractual relationship.

For all other information relating to the processing of personal data, please see the Privacy Notice

annexed to this document.

With reference to the regulations in force at the time of the production and/or delivery of the Work to the Assignee, the Author undertakes not to include in the Work any element that opposes or conflicts with the provisions contained in Regulation (EU) 2016/679 – General Data Protection Regulation (GDPR) or Italian Legislative Decree no. 196/2003 as amended.

ARTICLE 5 – CHOICE OF DOMICILE AND DUTY OF COMMUNICATION

For the purposes and effects of this agreement, each Party chooses as its domicile its registered office or place of residence, as set out in the recitals, and any changes in domicile must be notified to the other Party as promptly as possible.

ARTICLE 6 – APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are governed by and interpreted according to the laws of Italy and the Italian Civil Code in particular, with specific reference to legislation on copyright.

Any disputes arising in connection with this agreement, including any relating to its validity, interpretation, execution or termination, shall be subject to the exclusive jurisdiction of the law courts of the city of Florence, Italy.

In accordance with and for the purposes of Articles 1341–1342 of the Italian Civil Code, specific and express approval is given for the provisions contained in articles 1, 2, 4 and 6 of this agreement.

Place and date/...../.....

The Author

PRIVACY NOTICE

in accordance with Article 13 of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data ("Regulation" or "GDPR").

The processing of personal data will be based on the principles of fairness, lawfulness and transparency and the protection of the confidentiality and rights of data subjects.

1. Data Controller and Data Protection Officer

The **Data Controller** is **INDIRE**, Istituto Nazionale di Documentazione, Innovazione e Ricerca Educativa, with registered office at via Michelangelo Buonarroti 10, 50122 Firenze, Italy, fax 055 2380395, certified PEC email indire@pec.it

Data Protection Officer (DPO)

In accordance with Article 37 of the Regulation, the Data Controller has appointed a DPO, domiciled for this purpose at INDIRE's registered office, with email address dpo@indire.it

2. Purpose and legal basis for processing personal data

The data provided will be processed for the following purposes:

- a) managing and promoting the online "FabLearn Italy 2021" conference;
- b) registering for and participating in the series of webinars related to the "Coding and Robotics" and "[Maker@Scuola](#)" projects within the International Conference entitled "Innovation in Laboratory Teaching with Making, Educational Robotics, Coding and Innovative Technologies";
- c) assigning author's rights for the purpose of publishing the book of proceedings ("Collective publication") within the 2021–2023 three-year project, LINE OF RESEARCH No. 4 - Technological Applications for the Development of Laboratory Teaching (CUP: B59C21000340001);
- d) pursuing the institutional purposes of the Istituto Nazionale di Documentazione Innovazione e Ricerca Educativa (INDIRE), and specifically for statistical purposes and for scientific, educational and didactic research, including through the recording and broadcast of the webinar on INDIRE's social media channels;

In accordance with Article 6 of Regulation (EU) 2016/679, the **Legal basis for processing** may consist in the expression of the specific consent of the data subject or the person exercising parental authority over the subject, or in the performance of a task that is in the public interest.

3. Processing methods

All data are processed mainly using automated computer procedures on servers located on INDIRE's premises or stored in the system with AGID certification. The data may also be processed using non-electronic means, with the aid of manual instruments.

INDIRE does not carry out automated processing or profiling of the personal data provided.

4. Data retention period

The data will be kept for the period of time necessary to achieve the purposes for which they were collected. In all events, the data retention period will not be shorter than the duration of the project referred to above. This period is also determined in such a way as to ensure the proper storage of data in paper or computer form for the number of years defined in EU and national legislation in force concerning the storage of administrative and accounting records.

Solely for storage purposes that are in the public interest or in the interests of scientific/educational research, and with the guarantees provided for in law, some data may be retained beyond the necessary period for purposes other than those for which they were collected or processed.

5. Provision of data and consequences of refusal to provide data

The provision of personal data is optional. However, if the data subject provides no personal data or provides partial or inaccurate personal data, he/she will not be able to take part in the online conference and no certificate of participation will be issued.

6. Disclosure of personal data

The data may be processed by and/or disclosed to INDIRE's technical support staff on the digital platform, to researchers and authorized collaborators, who in turn are required to respect confidentiality and privacy.

The data may also be processed by the personnel responsible for reviewing the authors' Contributions, as stated in the privacy notice of the EasyChair platform referred to in 7).

The released images and videos may be published and disseminated – including on the Internet or social media – for educational and/or illustrative purposes, within the limits and for the areas described in this release and using the processing methods described above. The data provided may be shared with third parties (public research institutions, universities, other public agencies), only for research purposes and in keeping with the official aims of the Data Controller.

The data may also be entrusted to third-party companies operating in the ICT sector, which are in turn appointed as Data Processors.

INDIRE does not intend to transfer processed personal data to non-EU countries.

For personal data processed by the platforms used to organise the International Conference, please see the privacy policies of the companies referred to in 7) below.

7. Teleconferencing and meeting services

For information specific to the CISCO WEBEX MEETINGS platform used for the series of webinars organized by INDIRE, please see the privacy policy of Cisco Systems Inc., published on the www.cisco.com website at the following link: www.cisco.com/c/it_it/about/legal/privacy-full.html

INDIRE uses the EasyChair platform to collect and manage (review and communications) papers submitted for the “FabLearn Italy 2021” online conference. For information on the processing of data please see the company’s privacy notice at the following link: <https://easychair.org/privacy>

8. Rights of data subjects

Data subjects may, at any time, exercise their rights, where applicable, with the Data Controller in accordance with Articles 15–22 of Regulation (EU) 2016/679, namely the right to:

- access their personal data;
- ask for the rectification of their data when they have been copied incorrectly;
- ask for their data to be updated and/or integrated if they have changed;
- ask the Data Controller to anonymize or block their data;
- ask the Data Controller to erase or forget their data, as appropriate;
- ask the Data Controller to restrict processing because, for example, some data are outside the scope of the processing;
- ask the Data Controller for the portability of their data, meaning the transfer of their data to another data controller at no charge or expense to the data subject;
- object to the processing for legitimate reasons;
- withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal;

Lastly, data subjects have the specific right to lodge a complaint with the Italian Data Protection Authority at Piazza Venezia 11, Rome.