



# OIPEEC

ORGANISATION INTERNATIONALE POUR L'ETUDE DES CABLES  
INTERNATIONAL ORGANISATION FOR THE STUDY OF ROPES  
INTERNATIONALER VERBAND FÜR SEILTECHNOLOGIE  
ORGANIZZAZIONE INTERNAZIONALE PER LO STUDIO DELLE FUNI

## **CONTRACT FOR THE TRANSFER OF COPYRIGHT, FREE OF MONETARY CONSIDERATION, OF AN ORIGINAL WORK**

### **BETWEEN**

**The International Organization for the Study of Ropes (OIPEEC)**, a not-for-profit organisation controlled by the French law of 1901, registered under the SIRET number 821 668 878 00019.

Hereafter named "**OIPEEC**"

### **ON THE ONE HAND,**

### **AND,**

**Name of the author(s):**.....

**Date of birth:**.....

**Place of birth:**.....

Hereafter named "**the author**"

### **ON THE OTHER HAND.**

**The author** supplies the work identified below (**the work**) to **OIPEEC** for publication.

To enable publication of **the work**, **the author** agrees to assign the exploitation rights of **the work** to OIPEEC.

## **IT IS THUS AGREED AS FOLLOWS**

### **1. Conditions of assignment**

1.1 **The author** hereby assigns to **OIPEEC**, who accepts, the representation and reproduction rights of **the work** named:

**TITLE:** \_\_\_\_\_

1.2 The purpose of the assignment is to enable **OIPEEC** to publish **the work**, as its main publisher world-wide.

1.3 The representation consists in the communication of **the work** to the public especially by means of:

- publication of **the work** in print;
- publication of **the work** on the website of **OIPEEC**.

1.4 **The author** ensures **OIPEEC** the peaceable, extensive and free use of the assigned rights and states that:

- he or she is the owner of the rights related to **the work** as main author, and he or she is entitled to assign them to OIPEEC.

- **the work** is an original work, and was created by **the author**.

- **the author** has not assented any commitment to any third party that could affect or minimize, the rights granted to **OIPEEC** in terms of this agreement (**the agreement**).



- 1.5 **The author** hereby indemnifies **OIPEEC** as a body and its individual members, to the fullest extent permitted by French law, against all or any claims which may arise consequent to the assigned rights and resulted from a negligence or willful act of the author.
- 1.6 **Duration of the assignment, and compensation**: for the legal duration of protection of the economic rights of **the author**, no monetary consideration is payable by **OIPEEC** to **the author** for the assignment.
- 1.7 **OIPEEC** commits to respecting the rights of paternity of **the author**, to clearly identifying **the author** as having authored **the work** and to ensuring that due recognition is given to **the author** in any publication of **the work**.

## 2. **Author's Retention of Rights**

Notwithstanding any terms in **the agreement**, **the author** and **OIPEEC** agree that **the author** retains: the rights to reproduce, to distribute, and to publicly display **the work** for non-commercial purposes; the right to prepare derivative works from **the work**; the right to authorize others to make any non-commercial use of **the work** so long as the **OIPEEC** media in which **the work** has been published is cited as the source of first publication of **the work**. For example, **the author** may make and distribute copies in the course of teaching and research and may post **the work** on personal or institutional web sites and in other open-access digital repositories.

Except for the rights in **the work** explicitly assigned hereunder, no other rights are granted to **OIPEEC** to such underlying content. Specifically, **the author** retains all right, title and interest in and to the underlying content of **the work**, including but not limited to the data, formulas, analysis and know-how used in or otherwise supporting **the work**.

## 3. **General**

- 3.1 **The agreement** constitutes the entire contract between the parties with regard to the matters dealt with herein and no representations, terms, conditions or warranties not contained in **the agreement** shall be binding on the parties.
- 3.2 No variation from, addition to, deletion from or cancellation of **the agreement** shall be effective unless in writing and signed by or on behalf of both parties.
- 3.3 The validity and interpretation of **the agreement** will be governed by the laws of France.
- 3.4 Any dispute relating to the validity, the application or the cancellation of this contract falls under the exclusive competence of the courts of competent jurisdiction of Grenoble.

Signed at .....

On .....

Signatures: .....

**The author**

.....

**OIPEEC**

Name and status of signatory: