

AGREEMENT TO TRANSFER THE EXPLOITATION RIGHTS OF A WORK

_____, on _____, 20__

BY AND BETWEEN

Party of the first part,

Party of the second part,

ACTING HEREIN

The party of the first part, in their own name and legal right.

The party of the second part, in the name and on behalf of EUSKAMPUS

Both parties mutually acknowledge that they have sufficient legal capacity and authority to enter into this agreement and to that effect

RECITALS

1.- _____ is the creator of the work _____, which is described below:

2.- EUSKAMPUS is interested in acquiring the exploitation rights of the aforementioned work to be exhibited at _____.

3.- Both parties are interested in transferring the exploitation rights of the work, and agree to it in accordance with the following

CLAUSES

One.- The author of the work entitled "_____" and described in the first paragraph

of this agreement, transfers the exploitation rights of the work to EUSKAMPUS in accordance with the terms and conditions set out below.

Two.- In accordance with the provisions of the Revised Text of the Law on Intellectual Property, approved by Royal Legislative Decree 1/1996 of April 12, by virtue of this transfer, the transferee acquires the rights to publicly exhibit the aforementioned work at an exhibition to be held at the event Euskampus Bordeaux Eguna 2023, which will take place on November 13 and 14 at the Bilbao School of Engineering.

The author also grants EUSKAMPUS, free of charge, the rights of reproduction, distribution and public communication of the abovementioned work on the posters, promotional posters, catalogues and other elements that will be published as a result of or as a consequence of the aforementioned exhibition. This transfer of rights of reproduction, distribution and public communication is made on a non-exclusive basis to Euskampus.

Three.- The assignee may not transfer the exploitation rights covered by this agreement to third parties without prior authorisation from the author.

Four.- The transfer of these rights does not, in any way, imply the transfer of inalienable moral rights that cannot be waived and that correspond to the author by virtue of the provisions of the legal regulations on intellectual property, and the assignee must recognise the authorship of the work at all times.

Five.- The author of the work declares and guarantees that they are the full and exclusive owner of the exploitation rights of the work covered by the transfer and guarantees the assignee that they may peacefully enjoy and exploit the rights transferred by virtue of this agreement under the terms agreed.

Six.- The transfer of intellectual property rights is free of charge.

Seven.- This agreement is of a civil nature and shall be governed by its own clauses and, in all matters not foreseen therein, by the provisions of the Revised Text of the Law on Intellectual Property, approved by Royal Legislative Decree 1/1996 of April 12, and by the rest of the legal system that applies to it.

To resolve any dispute that may arise from this agreement, both parties submit to the Courts and Tribunals of _____, expressly waiving any other jurisdiction to which they may be entitled.

And in witness whereof, the parties hereto have signed this agreement in duplicate, each of which is equally binding, in the location and on the date indicated above.



NAZIOARTEKO
BIKAINASUN
CAMPUSA
CAMPUS DE
EXCELENCIA
INTERNACIONAL

ON BEHALF OF THE TRANSFEROR

ON BEHALF OF THE TRANSFEREE