



PLEASE READ CAREFULLY – THIS CONTRIBUTION AGREEMENT ("AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU, AS A CONTRIBUTOR TO THE CIDOC 2015 Annual Conference, AND ICOM. BEFORE MAKING ANY CONTRIBUTION TO THE CIDOC 2015 Annual Conference, YOU ACCEPT AND AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

SECTION .1 DEFINITIONS

- .1 For purposes of this Agreement, the following capitalized terms shall have the following definitions:
- **"Agreement"**: means this agreement, its recital, its appendices and any amendments thereto as agreed upon in writing by the duly entitled representatives of both Parties;
 - **"CIDOC 2015 Annual Conference"**: means the ICOM International Committee for Documentation Annual Conference held in New Delhi, 5-10 September 2015;
 - **"Contributor"**: means an individual or entity accepting the terms of this Agreement and making a Contribution to the CIDOC 2015 Annual Conference;
 - **"Contribution"**: means any texts, photographs, videos, films and other recorded sounds and/or images, software, source code, object code, database, files, specifications, documentation, including technical documentation (such as quality control plans, manuals, project plans, integration plans, test plans, release notes and configuration management plans), implementation specifications, interface documentation, training documentation, other drawings, notes or plans or any other intellectual contribution, including modifications, posted or submitted either orally, electronically or by hard copy or any other format, to CIDOC in relation to the CIDOC 2015 Annual Conference;
 - **"ICOM"**: means the International Council of Museums (ICOM), an association organized and existing under the laws of France governed by the Act of July 1, 1901, having its registered office at Maison de l'UNESCO, 1 rue Miollis, 75732 Paris cedex 15, France, and its national and international committees, including the International Committee for Documentation (CIDOC);
 - **"Party"**: means ICOM or the Contributor;
 - **"Parties"**: means ICOM and the Contributor;
- .2 The following terms and conditions apply to the CIDOC 2015 Annual Conference, and set out the terms and conditions under which the Contributor assigns to ICOM any and all intellectual property rights on his Contribution.

- .3 The Contributor agrees to be bound by these terms after filling in the information requested below and providing his signature.

SECTION .2 INTELLECTUAL PROPERTY RIGHT

- .1 The CIDOC 2015 Annual Conference is organised by CIDOC, an International Committee of ICOM. ICOM edits, publishes and discloses the results of the CIDOC 2015 Annual Conference under its direction and name. The Contributor acknowledges assigning any and all intellectual property rights on his or her Contribution to ICOM under the following conditions.
- .2 The Contributor fully assigns to ICOM any and all intellectual property rights (in particular copyright and neighbouring rights and the sui generis rights of producers of databases) for their maximum legal period of protection under French law and any other national or international regulation applying to such rights and pertaining to his Contribution to the CIDOC 2015 Annual Conference with no limitation whatsoever, including but without being limited to the following rights, regardless of the type of work involved, whether individual, a work of joint authorship or a collective work:
- (i) the right to reproduce, duplicate, print, record, permanently or temporarily, by any means and in any form, all or part of the Contribution on any existing or future media, be it paper, digital, computing or online, for any purpose, which could be informative or commercial, including, but not limited to, loading, displaying, running, transmitting or storing the Contribution, on all sites;
 - (ii) the right to directly or indirectly exploit, modernize, add to, adapt, modify, arrange, incorporate, reverse engineer, monitor, maintain, correct errors of or decompile all or part of the Contribution, and the reproduction of the results thereof, in any graphical form and in any environment, especially online, for any purpose, which could be informative or commercial;
 - (iii) the right to translate all or part of the Contribution (in its original version or in a version such as previously defined) into any language, in particular executable by a computer, for any purpose, which could be informative, commercial or for advertising;
 - (iv) the right to represent, communicate, perform all or part of the Contribution (in its original version or in a version such as previously defined) on any existing or future communication media on a wire or wireless basis, be it digital, online, by radio relay channel, cable or satellite for any purpose, which could be informative, commercial or for advertising;
 - (v) the right to market, license, sub-license, rent, lease and distribute by any means all or part of the Contribution, in its original version or in a version such as previously defined, in exchange for any consideration or for free.
- .3 These non exclusive intellectual property rights in and to the Contribution are assigned for the whole world on an ongoing basis as the Contribution is created. Since this date and for the maximum legal period of protection under French law and any other national or international regulation applying to such rights it shall not be affected in any manner whatsoever by the expiration or termination, for whatever cause of the Agreement.
- .4 Given the specific nature of relations between the Parties, one being a non-for-profit entity created for ensuring the conservation and protection of cultural goods and the other being an individual who is part of ICOM's professional network, and given that, in particular, both Parties have mutual interests in the performance of this Agreement, the Parties acknowledge that the assignment of these intellectual property rights to ICOM shall be for free and exclusive of any financial compensation whatsoever.

- .5 With respect to the contribution, the Contributor acknowledges that (i) the Contribution is an original work, (ii) does not violate any third party's copyrights, trademarks, patents, or other intellectual property rights and (iii) that the Contributor can legally sell and assigns the rights set out in these terms and conditions

SECTION .3 TERM

This Agreement will enter into force upon the date of the signature of this Agreement by the Contributor for the maximum legal period of protection under French law and any other national or international regulation applying to intellectual property rights and pertaining to the Contribution.

SECTION .4 CONFIDENTIALITY

- .1 The Contributor hereby agrees to treat and maintain the confidentiality of any and all Confidential Information and not to disclose it to any third party without the prior written approval of ICOM.
- .2 The above obligations of confidentiality shall not apply to information for which the Contributor can show written proof that such information:
- (i)** was already in public domain before disclosure to the Party or subsequently fell in public domain without any breach by that Party of any confidentiality obligation (this exception not applying to Know-How); or
 - (ii)** was received from a *bona fide* third-party who was not at the time of disclosure under any duty of confidentiality with respect to such information to the other Party and/or any of its subsidiaries; or
 - (iii)** was published without such publication constituting a breach of this Agreement; or
 - (iv)** is required to be disclosed by law, regulation or any judicial or public authority, but only to the strict extent that disclosure is required and subject to prior notification of this requirement to the other Party by registered mail with acknowledgement of receipt.
- .3 These provisions shall apply for the duration of this Agreement and shall remain in force and continue to apply for ten (10) years after the expiration or termination of the Agreement for any reason whatsoever.

SECTION .5 MISCELLANEOUS

.1 All terms of the essence

All of the terms and conditions of the Agreement, including its preamble, which form an integral part thereof, are of the essence, subject to the provisions below concerning validity. Each of them constitutes a decisive condition to the Agreement without which the Parties would not otherwise have executed it, subject to the provisions below concerning validity.

The Agreement, including its preamble, sets forth the entire agreement between the Parties in respect of its subject matter and cancels and replaces all written and verbal agreements or understandings delivered or exchanged between the Parties prior to its signature.

.2 Severability

In case one or more provisions of this Agreement are held invalid or unenforceable by any final decision of a court of competent jurisdiction they shall be deemed to be severed and shall not affect the validity of the other provisions, all of which shall remain in full force and effect.

However, in the event that the invalidity or unenforceability of any provision of the Agreement seriously affects its legal and/or economic balance, the Parties agree to meet so as to substitute for the said provision a new provision which is as close as possible to it in legal and economic terms.

If at any time it appears that any of the terms or conditions set forth herein is contrary to the provisions of a treaty, law or regulation, whether national or international, the Parties agree not to terminate the Agreement and, within the respect of its balance, to make all necessary modifications to bring it into compliance with such provisions without any indemnity being claimable by or from either Party.

.3 Section headings

Section and sub-section headings in this Agreement are for ease of reference only. In no event may section or sub-section headings be relied upon to influence the interpretation of the content of the said sections and/or sub-sections.

.4 No waiver

No waiver, regardless of its term, by either of the Parties of the right to assert any total or partial breach by the other of any of the provisions of the Agreement may be interpreted as an amendment or elimination of such provision or as a waiver of the right to assert any prior, concurrent or subsequent breach of the same provision or of any other provisions.

No waiver shall be effective unless in writing and signed by a duly authorised person.

.5 Amendment

Any modification to any of the terms or conditions of the Agreement shall be documented in writing and signed by the duly authorised representatives of each Party, and constitute an amendment hereto.

.6 Transfer

Unless otherwise agreed between the Parties, this Agreement is binding on and shall apply for the benefit of the Party's successors in title and permitted assignees.

SECTION .6 GOVERNING LAW – DISPUTE RESOLUTION

.1 The Agreement shall be governed by and construed in accordance with French law, without regard to its conflict of law rules.

.2 In case of dispute concerning the interpretation, performance or termination of the Agreement or all matters in connection therewith or deriving from the same, the courts of France shall have sole jurisdiction, including in case of summary proceedings, co-defendants or pleader.



To confirm acceptance of these terms, please complete the statement below and return it to the CIDOC 2015 organising committee:

*Nicholas Crofts
23c avenue Miremont
1206 Geneva
Switzerland*

Email : nicholas@crofts.ch

For this purpose, scans of original signed material submitted electronically are acceptable, but the original forms must also be addressed to the chair of ICOM CIDOC.

The Contributor has read and agrees with the terms and conditions of this Agreement.

Contributor's full name: _____
company or institution: _____
(if applicable)
mailing address: _____
Telephone: _____
Fax: _____
Email: _____

Place and date: _____

Signature: _____