



## ASSIGNMENT OF COPYRIGHT

### BETWEEN THE UNDERSIGNED:

Hereinafter referred to as the "**Assignee**",  
On the one hand,

AND

Hereinafter referred to as the "**Assignor(s)/Applicant(s)**",

On the other hand.

Hereinafter referred to collectively as the "**Parties**" and individually as the "**Party**".

## PREAMBLE

The Septembre14 agency is organising an Optical Design contest (hereinafter referred to as "the **Contest**") for students from French, English, Swiss, Italian, Brazilian, Singaporean and Thai design schools, on behalf of the International Eyewear, Ocular Optics and Opticians' Equipment Exhibition.

The aim of this **contest** is to reward a creation integrating an innovative design approach for an optical product (hereinafter referred to as "**the Work**").

It takes place in two stages. Students send their applications to the SILMO, which examines them. Following this review, ten applications will be selected (hereafter referred to as "**the Pre-selection phase**"). The prototypes of the projects in question will then be produced.

It will end with a jury composed of professionals from the world of design, where ten students will be shortlisted for their achievements. This jury will reward the winner with a prize of €5000 for the student and €5000 for his school.

As the **Assignor** wishes to take part in the **Contest** and the **Assignee** has declared its interest in acquiring the **Work**, the parties have come together to agree on the conditions and terms of this Contract.

This contract is concluded by the parties if, and only if, the **Applicant** is one of the finalists selected at the end of the **Pre-selection phase**.

## IT WAS AGREED AS FOLLOWS:

### ARTICLE 1. OBJECT OF THE CONTRACT

The purpose of this Assignment Agreement (hereinafter referred to as "**the Agreement**") is to define the terms and conditions of the assignment of the applicant's copyright in accordance with the provisions of Article L.131 et seq. of the French Intellectual Property Code from the **Assignor** to the **Assignee**.

By this Agreement, the **Assignor** assigns to the **Assignee**, under the conditions and according to the terms and conditions and considerations described below, the copyright that it holds in the **Work**.

### ARTICLE 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 2.1 Rights and obligations of the Assignor

The Assignor assigns to the **Assignee** on an exclusive basis, and for the whole world, all copyrights he has on **the work**.

Consequently, he authorises the **Assignee** to exploit the **Work** how it wants.

The **Assignee** is also authorised to have the **Work** exploited by its subsidiaries, where appropriate in France as well as abroad.

The **Assignor** acknowledges that this assignment prohibits it from exploiting the **Work** itself, as this would constitute an infringement of the rights of the **Assignee**.

Nevertheless, he keeps the right to build up a catalogue to present his creations.

The **Assignor** certifies that the **Work** is original, that it is the author and that it holds all the copyright.

The **Assignor** guarantees to the **Assignee** the full and peaceful enjoyment, free of all servitudes and evictions, of the rights assigned under this Agreement.

## **2.2 Rights and obligations of the Assignee**

The **Assignee** is fully subrogated to all the Rights of the Assignor in the **Work**.

The **Assignee** may assign and license the exploitation rights and prosecute any infringer.

## **Article 3. CONTENT OF THE ASSIGNMENT OF COPYRIGHT**

### **3.1 In time**

This assignment is granted and accepted for all the duration of the copyrights, in accordance with current French and foreign legislation and current or future international conventions on copyright, including any extensions that may be made to this duration.

### **3.2 In space**

The present transfer is granted for the whole world.

### **3.3 Rights assigned**

#### **Reproduction rights**

It is understood that the reproduction right assigned to the **Assignee** includes the exclusive right to reproduce and/or have the **Work** reproduced, and to have any number of originals, copies and duplicates made, on any medium, in any format and by any known material fixation process.

The above-mentioned media are understood to be all media, both paper and digital:

- Press: general public and professional, daily newspapers or magazines, free or paid,
- Television: all known or unknown channels, whatever their broadcasting mode (cable, satellite, terrestrial network), Cinema, Poster.
- All media or materials likely to be used in the context of POS (Point of Sale Advertising) operations: boxes, posters, leaflets in all formats, front panels, gondola heads, shopping trolley shelters, shelf stops, credit or payment cards, videos, decorative elements or animations at the point of sale and on the product display shelves, advertising objects of all kinds, brochures and, in general, all materials installed and/or documents distributed or made available to the public at the point of sale for advertising and/or promotional purposes.
- All documents and materials likely to be sent or made available to the public in the context of direct marketing: mailings, leaflets, brochures, catalogues, consumer

magazines and any advertising object likely to be sent to current and potential customers of products distributed under current or future SILMO brands.

- Any support or material, packaging (labels, counter-labels, stickers, capsules, etc.) or packaging related to the products decided by the SILMO, whether this representation is total or partial.
- Any advertising or promotional object, whatever the medium used.
- Publishing of books, including works of art, photographic art or illustrative art, whether sold or offered.
- Electronic and computer media such as online networks (Internet type), off-line products (such as CD-ROMs, diskettes, magnetic tapes, etc.), computer screens, telematic networks (Minitel type), whether interactive or not, and any multimedia configuration, whether interactive or not.
- Any type of derivative product that includes or evokes any of the distinctive signs of the products distributed under the brands held by the SILMO and their subsidiaries or the brands that these companies may hold in the future, including posters representing the **Work** (in any format) marketed or given as advertising objects to the current or potential clients of the abovementioned companies, any registration of a trademark or logo at the SILMO, for the legal period of protection on an exclusive basis, without any consideration other than participation in the competition, and, for the winner, in consideration of the prize won, which shall not include any other form of remuneration in addition to the aforementioned rights.

### **Right of representation**

The right of representation assigned to the **Assignee** includes the exclusive right to broadcast and communicate to the public all or part of the **Work**, throughout the world, in all private or public places, in particular events, conferences, symposia, congresses, advertising campaigns, magazines, fairs and exhibitions, by all processes and means currently known, and in particular by television, radio, the Internet, by computer or by any other digital process.

### **Right of adaptation**

The right of adaptation assigned to the **Assignee** includes the exclusive right to adapt and/or make adapt the **Work**.

## **Article 5. REMUNERATION OF COPYRIGHTS**

The Assignee undertakes to remunerate the prize-winners, in proportion to the use made of the **Work**, which is set at 8% of the public sale price.

## **Article 6. DELIVERY**

The **Assignor** undertakes to deliver to the **Assignee** the **Work** in its complete and final version, as well as all the elements allowing its exploitation at the end of the **Pre-selection phase**.

#### **Article 7. MORAL RIGHTS**

The **Assignee** undertakes to respect the moral rights of the **Assignor**.

The **Assignee** also undertakes to respect the moral rights of the **Work** and not to distort it in the exercise of the rights assigned to him.

#### **Article 8. ENTIRE AGREEMENT**

This Agreement expresses the entire agreement entered into by the **Parties** with respect to the preamble and the object of the Agreement.

#### **Article 9. INDEPENDENCE OF THE PARTIES**

This Agreement is intended to facilitate and define the terms and conditions of the assignment of copyright in the **Work** as defined and is not intended to be, or construed as creating, any agreement of grouping, joint venture, association, corporation or other commercial organization or entity.

Neither **Party** shall have the right to contract or make commitments by any other means in the name or on behalf of the other **Party** and shall not, by course of conduct or otherwise present itself to any third party as having such authority.

#### **Article 10. INDIVISIBILITY**

The **Parties** to this Agreement agree to replace, as far as possible, a provision which would be prohibited, illegal or unenforceable with another provision having substantially the same spirit as the sectioned provision, but which would not be prohibited, illegal or unenforceable.

The nullity of a provision of this Agreement shall not affect the validity of the Agreement or its other provisions.

#### **Article 11. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

This Agreement shall be governed by and construed and shall take effect in accordance with French law.

The Parties expressly agree that within 90 days of the occurrence of a dispute relating to the existence, validity, interpretation, execution or non-execution, interruption, termination or cancellation of this Agreement, if no amicable agreement is found at the end of this period, the dispute will be subject to the exclusive jurisdiction of the French courts.

**Signature**

**Done at \_\_\_\_\_, on \_\_\_\_\_**

**In \_\_\_\_\_ original copies.**

**Name of student(s):**

**Signature of student(s):**