Translation from German

[\_\_\_\_] parts to be edited and/or references to be checked

[\_\_\_\_] alternative clauses for the Contractor's benefit

[\_\_\_\_] alternative clauses for the Customer's benefit

MODEL CLAUSE

ON RIGHTS TO USE AND EDIT WORKS

for integration into an agreement between

**"**Contractor**"**

and

**"**Customer**"**,

either of them hereinafter referred to as a "Party" and the two together as the "Parties"

Nouns are to be understood as gender-neutral. The male form is used for reasons of convenience only.

1. DEFINITIONS
   1. "Rights of Use" means the rights to or related to the Work that are granted to the Customer by the Contractor under this Agreement.
   2. "Proprietary Rights" means intellectual property rights, [including, without limitation,] copyrights, patents, designs, utility models, proprietary rights for varieties, industrial property rights for semiconductors and/or trademarks or marks [as defined in Annex 1.5] [and other rights to the Work, including, without limitation, personal rights required or useful for use or exploitation of the Work].
   3. "Work" means an object to which the Contractor holds relevant rights and which the Customer is supposed to exploit under the present Agreement.
   4. […]

[…]

1. GRANTING OF RIGHTS
   1. In accordance with the provisions of this Agreement, the Contractor shall [irrevocably/ for a period until [\*]] and [non-] exclusively transfer to the Customer any and all unrestricted rights to the Work for all types of use [("Title Transfer")]]. Rights to own, exploit (reproduce, distribute, rent/lend, broadcast, perform, provide or use for business purposes) and (legally) unrestricted rights to edit the Work or related to the Work shall be granted. Due to the exclusive granting of rights the Contractor shall itself abstain from exploiting the Works to the extent of the rights granted. The granting of rights shall extend to any and all rights to exploit the Works known at the time of conclusion of this Agreement and all future rights to exploit the Works (types of use that are not yet known, have not yet been developed, are not yet being used or usable, to the extent that this is [required / useful] in connection with the use agreed herein. The granting of rights shall [not] cover the subcontracting of the Works or the right to transfer or sublicence the rights, with the Customer in that case being required to ensure that the transferee fully assumes the Customer's obligations vis-à-vis the Contractor; the Customer shall hold harmless and indemnify the Contractor in this regard, irrespective of fault.
   2. The granting of rights shall be subject to the following restrictions:

* The Customer shall not be permitted to remove or change any marking(s) of the Contractor on or in connection with the Work. The Customer shall exploit the Works as marked by the Contractor or mark them accordingly in the course of exploitation.
* In terms of content the Rights of Use merely cover exploitation by the Customer through [factual limitations such as exploitation in the form of a book, for an advertising campaign, at a(n) (series of) event(s), etc.].
* In terms of territory the Rights of Use exclusively cover the territory of [territorial limitations]; however, a mere physical transportation of the Works shall not be covered by such territorial limitation.
* In terms of time the granting of rights shall be limited until [limitation of duration].
* The right to edit the Works merely covers the non-distorting edits and edits that safeguard the Contractor's interests and shall in no case extend to parts that were or are used by the Contractor for marking the Works (in particular protection of title and creator marking).
* Independent of the granting of rights the Contractor shall be entitled to use [(a copy of) the] Work free of charge [for research and teaching purposes/ as a reference of the creator of the Work/ [\*other ways of exploitation\*]] worldwide and in a transferable and/or sublicensable manner, including in a form edited by the Contractor.]
  1. [The granting of rights by the Contractor to the Customer shall be effected concurrently with full payment of the fee (retention of rights/title).]

* 1. The Customer shall be entitled to have the granting of rights as agreed herein registered in rights-displaying registers at its own cost, with the Contractor being required, upon the Customer's request, to make any declarations or statements that may be necessary for that purpose in a timely manner and in the required form, with the Customer being required to promptly reimburse any expenses and/or fees related thereto against presentation of receipts. After the end of the term the Customer shall cancel any registrations that may have been made or to cause them to be deleted.
  2. To the extent that the Customer is entitled to its own rights to the Work, in particular on account of editing, the Customer shall transfer or grant the same to the Contractor no later than at the end of the term of this Agreement as agreed and without any restrictions whatsoever.

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