Intellectuel property right assignment agreement A

Between

The Cour de cassation (SIRET: 110 000 262 00011), located at 5 quai de l'Horloge, 75001 PARIS, represented by its Chief Justice, Christophe Soulard,

Hereinafter referred to as "the Cour de cassation"

And

Ms./Mr. ……, residing at …

(in the case of a response submitted by a team, please list all parties involved in the creation of the work)

Hereinafter referred to as "the artist"

Hereinafter collectively referred to as "the parties"

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Preamble

The Cour de cassation has launched a call for submissions for the creation of an Aubusson tapestry intended to adorn the monumental staircase in its vestibule (hereinafter "the call for submissions"). The purpose of this call for submissions is for a jury to select a design for an Aubusson tapestry with a maximum total area of 8 m².

This call for entries consists of two phases:

- A preliminary application process, following which 5 candidates will be selected by the jury and invited to compete in the second phase;
- Submission to the jury of a model of an Aubusson tapestry, representing the entire tapestry and produced at a scale of 1/10.

A winner will be selected at the conclusion of the second phase. Upon completion of the call for projects, all materials submitted to the jury by the winner shall become the property of the Cour de cassation. This acquisition includes both the physical medium of the work and the intellectual property rights described in this contract.

All materials submitted by the candidates to the Cour de cassation during the second phase of the call for proposals are hereinafter referred to as "the work."

Article 1. Purpose

The purpose of this contract is to set forth the conditions under which the artist transfers to the Cour de cassation ownership of the physical medium as well as the intellectual property rights attached to the work described in the following articles.

Article 2. Physical medium

The artist transfers to the Cour de cassation ownership of the physical medium of the work. The work becomes the property of the Cour de cassation.

"Physical medium" means: the original of the work where the original form of the work is a physical form, or the printed copy; and the digital medium of the work where the work was created using digital techniques.

The artist shall deliver to the Court the source and native files of the work in an open format.

Article 3. Weaving rights

The artist assigns to the Cour de cassation all weaving rights (8) attached to the work. The work will be woven using the following techniques: Aubusson tapestry. The artist will accompany the woven interpretation of the work as an Aubusson tapestry.

Article 4. Economic rights

The artist holds the economic rights attached to the work. The artist assigns to the Cour de cassation the economic rights attached to the work under the conditions detailed below:

4.1 Right of reproduction

The work and all variations thereof may be freely reproduced identically, whether or not on the same scale, without limitation on the number of copies, in whole or in part, as is or modified, by any means or process, on any medium or material, known or unknown, both current and future, on any object or medium, including but not limited to: any paper or paper-based medium, plastic, digital, electronic, or computer-based medium, the Internet,

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websites, electronic and non-electronic publications, digital media (CDs, DVDs, CD-ROMs, DVD-ROMs, USB flash drives and ports), monitors, screens, televisions, set-top boxes, telephones, fax machines, modems, remote controls, organizers, personal digital assistants (PDAs), microcomputers, interfaces, software, and recorded programs.

These reproductions are limited to the publication of materials and exhibition content, the production of merchandise, use in connection with the activities of the Cour de cassation, use in connection with cultural outreach activities, communication regarding the various uses mentioned above, and the promotion of the Cour de cassation as an institution.

4.2 Right of communication to the public and public display

The work may be presented to the public, in any private or public venue—including museums—by any means, methods, or processes, known or unknown, in any form, through any communication methods, present or future, directly or indirectly, as is or modified, including in the context of public presentations, events, conferences or symposia, television broadcasts in all forms, telematic distribution, intranet and internet distribution, publications (electronic and printed), audiovisual, television, radio, photographic, cinematographic, digital, and holographic distribution, and through posters.

4.3 The assignment of rights to the Court also includes the economic rights of distribution and, in particular, the rights to use, incorporate, and integrate the work.

The assignment is granted on an exclusive basis.

The artist retains the right to display or communicate the work to the public under the following conditions :

- as part of the production of films intended to promote the work on its own or alongside other works (distribution on the web or as part of an exhibition); this could include, for example, a report produced by a third party relating to the work;
- on the artist's website.

4.4 Right of adaptation and modification

The work may, in general, be subject to modifications or adaptations at the initiative of the Cour de cassation, within the scope of the assigned rights and in compliance with the author's moral rights.

The Cour de cassation has the right to incorporate the work into any pre-existing works or works to be created.

4.5 Territory

This assignment is granted worldwide.

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4.6 Term of the assignment

This assignment is irrevocable and granted on an exclusive basis for the duration of protection of the rights in question, including, in particular, the rights of reproduction, performance, adaptation, and modification.

The assignment shall remain in effect for the entire duration of the protection granted—now or in the future—to the Assignee by statutory provisions, judicial or arbitral decisions of any country, as well as any current or future international convention.

4.7 Warranties

The artist warrants to the Cour de cassation that he holds all intellectual property rights attached to the work, that the work does not constitute an infringement, and that this assignment does not infringe upon the rights of any third party whatsoever, and, generally speaking, that nothing can prevent the free exploitation of the assigned intellectual property rights.

In the event that a third party raises a dispute regarding the rights to the work, the artist agrees to provide the Cour de cassation, upon its first request, with full legal support and to bear all costs related to any claims, disputes, and/or potential legal action that may arise from such a dispute, in accordance with Article 35.4.2 of the CCAG-PI in effect at the time of the signing of this contract.

4.8 Right of sub-assignment

The Cour de cassation has the right to assign, to any third party of its choice, all or part of the economic rights attached to the work, within the limits of the rights assigned to it and described in this assignment.

4.9 Use by the artist

The Artist agrees to use the work solely for the purpose of promoting his or her artistic activities.

Article 5. Moral rights

It is hereby specified that the moral rights remain with the Artist.

Any display of the work by the Cour de cassation shall be made in compliance with the Artist's moral rights and must, in particular, be accompanied by the name of its author.

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Article 6. Price

All assignment of rights described in this agreement are included in the prize awarded to the artist following the call for submissions.

This prize is as follows: **€25,000, including tax.**

Article 7. Assignment

As this contract is entered into *intuitu personae*, neither party may assign it without the prior written consent of the other party.

Article 8. Termination

This contract may be terminated by either Party in the event of a breach of the obligations set forth herein, two months after the sending of a formal notice that has gone unanswered, sent primarily by PLACE via certified mail for reasons of legal certainty and, failing that, by email, inviting the other party to comply with such obligations.

Article 9. Governing law and disputes

The parties expressly agree to submit this entire contract to French law.

In the event of a dispute arising from this contract, the Parties agree that they will bring the matter before the competent French courts only after having exhausted all avenues of conciliation.

In Paris, on

For the Cour de cassation

For the artist

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