Intellectuel property right assignment agreement B

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 proposals, all materials submitted to the jury by the winner will become the property of the Cour de cassation. This acquisition includes both the physical medium of the work and the intellectual property rights associated with it.

The four candidates not selected at the end of the second phase shall make all materials submitted to the jury available for a period of 30 months from the date the contract is awarded to the competition winner.

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

Article 1. Purpose

The purpose of this Agreement is to set forth the terms under which the artist makes the work available to the Cour de cassation and assigns to it the intellectual property rights associated with the work as described in the following articles.

Article 2. Physical medium

The artist shall make the physical medium of the work available for a period of 30 months from the date of notification of the contract award to the competition winner.

The work will be stored in the Cour de cassation's storage facilities and placed under its responsibility.

Article 3. Return of the work

At the end of the period of availability, the artist shall submit a written request for return to the Cour de cassation, specifying the address to which the work is to be returned.

All costs associated with the return shipment of the artwork shall be borne by the Cour de cassation.

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:

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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 as to number, in whole or in part, as is or modified, by any means or process, on any medium or material, known or unknown, both present and future, on any object or medium, including: any paper or paper-based, plastic, digital, electronic, or computer-based medium; the Internet; 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.

Such reproductions are limited to the publication of materials and exhibition content, use in connection with the activities of the Cour de cassation, use in connection with cultural mediation 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, modes, and methods—whether known or unknown—in any form, through any means of communication, present or future, directly or indirectly, in its original state 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 distribution; television, radio, photography, film, digital media, holographic media, and through public displays.

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 (broadcast 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 Territory

This assignment is granted worldwide.

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4.5 Term of the assignment

This assignment is granted for a term of 30 months from the date of notification of the contract award to the competition winner.

4.6 Warranties

The artist warrants to the Cour de cassation that he holds all intellectual property rights in 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 assignor agrees to provide the assignee, upon the assignee's first request, with full legal support and to bear all costs related to any claims, all disputes, and/or any legal action that may arise from said dispute, in accordance with Article 35.4.2 of the CCAG-PI.

4.7 Use by the artist

During the period in which the physical medium of the work is made available to the Cour de cassation, the artist agrees to use the work solely for the promotion of his or her artistic activities for the duration of this contract.

Once the work has been returned to the artist, the artist may make free use of it.

Article 5. Moral rights

It is hereby specified that the artist retains moral rights.

Any display of the work by the Cour de cassation shall be carried out in accordance with the artist's moral rights and must, in particular, include the artist's name.

Article 6. Price

All transfers described in this contract are included in the price awarded to the artist upon completion of the call for submissions, namely **€3,000, 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.

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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 first 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 agreement 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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