



Draft of a template licence and guidance notes for the transfer of IP in thesaurus translations from the owner or the member archive to the CESSDA ERIC.

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This Agreement and Assignment is made between [named member] and cessda-ERIC.

Whereas

- (1) [named member] is an academic body, and one of its activities is the maintenance of an electronic archive of data relevant to the social sciences.
- (2) cessda-ERIC is a non-profit-making body formed for the purpose of establishing Europe-wide arrangements designed to facilitate the exchange between its members of data resources relevant to the social sciences.
- (3) [named member] is a member of cessda-ERIC, and wishes to facilitate the operations of cessda-ERIC.
- (4) In order to enable users of the data resources made available by the members of Cessda-ERIC effectively to search for data in which they are interested, it is necessary for cessda-ERIC to establish and maintain a multi-lingual thesaurus in electronic form, containing translations between different human languages of terms used in research in the sphere of the social sciences.
- (5) The thesaurus has been and will be maintained by cessda-ERIC by means of the inclusion of lists of translations received from its members, including [named member].
- (6) This Agreement and Assignment has the purpose of ensuring that, so far as possible, cessda-ERIC shall have all the intellectual property rights necessary to establish, maintain, use, and authorise the use by others, of the said thesaurus.

It is hereby agreed that

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(1) In this Agreement and Assignment:

(a) "The thesaurus" means the multi-lingual thesaurus in electronic form, established and maintained by cessda-ERIC, containing translations between different human languages of terms used in research in the sphere of the social sciences, and made available by cessda-ERIC to users of its archive of data relevant to the social sciences, so as to enable them effectively to search that archive for data in which they are interested.

(b) "The translations supplied" means any translations of terms which are supplied to cessda-ERIC by [named member] for the purpose of inclusion in the thesaurus.

(c) "Relevant intellectual property rights" means any intellectual property rights which exist, or may be alleged by any person to exist, in any country in the translations supplied. The expression includes, but is not limited to, any copyright (whether by way of an author's right or a neighbouring right), and any right substantially similar to a copyright (such as a sui generis right in a database under a European Community Directive). The expression includes rights which may come into existence after the conclusion of this Agreement and Assignment. It does not however include moral rights (as contemplated by the Berne Convention for the Protection of Literary and Artistic Works).

(2) (a) [named member] hereby assigns to cessda-ERIC all of the relevant intellectual property rights. [Note: this might perhaps be limited by adding: "insofar as the right relates to use of the subject-matter by electronic means or to other use ancillary to or connected with use by electronic means"].

(b) [named member] hereby warrants to cessda-ERIC that [named member] is the owner of all of the relevant intellectual property rights, or that [named member] has the authority of all owners of such rights to assign them to cessda-ERIC.

(c) [named member] hereby undertakes to indemnify cessda-ERIC in respect of all damages, costs and expenses arising from any claim against cessda-ERIC by any person (including, but not limited to, employees of or persons otherwise associated with [named member]) involving any relevant intellectual property right.

(d) As regards translations supplied by [named member] to cessda-ERIC after the date of the conclusion of this Agreement and Assignment, the assignment specified by clause 2(a) above shall take effect on the date of the supply of the said translations, and the warranty specified by clause 2(b) above shall refer to ownership or authority existing on the date of the said supply.

(e) Clauses 2(a) and (b) above shall extend to translations supplied by [named member] to cessda-ERIC before the date of the conclusion of this Agreement and

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Assignment. With regard to such translations, the assignment specified by clause 2(a) above shall take effect on the date on which this Agreement and Assignment is concluded between [named member] and cessda-ERIC, and the warranty specified by clause 2(b) above shall refer to ownership or authority existing on the date on which this Agreement and Assignment is concluded.

(f) Clause 2(e) above shall not prejudice any rights which may be possessed by cessda-ERIC and which arise wholly or partly as a result of any agreement or assignment which was effected before the date of conclusion of this Agreement and Assignment.

Signed ..... (for [named member])

Signed ..... (for cessda-ERIC).

Date .....

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#### Guidance notes

The above Agreement and Assignment is designed to place on each member of cessda-ERIC the responsibility for ensuring that no copyright or similar problems arise for cessda-ERIC as a result of the inclusion in the thesaurus of the translations supplied by the member in question.

In particular, it is designed to place on each member the responsibility for ascertaining what rights its employees and other associated persons may have in the translations which it supplies, and if necessary to obtain written assignments from them of the rights in question.

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