

DEED OF ASSIGNMENT (COPY)RIGHTS

PARTIES:

The translator /subtitler/translation agency:

Name :
Company name :
Address :
Postal code + City :
Country :
Telephone :
E-mail :
(hereafter to be referred to as: 'translator/subtitler')

and:

Name : inVision Ondertiteling BV
Address : Joop van den Endeplein 1
Postcode + City : 1217 WJ Hilversum
Country : the Netherlands
Telephone : +31 35 677 7400
E-mail : planning@ondertiteling.nl

HAVE AGREED AS FOLLOWS:

Clause 1. Guarantee

1.1 The translator/subtitler hereby guarantees that (s)he is the person entitled to the copyright on the translation/subtitles and that (s)he is entitled to assign the copyright on this translation/these subtitles without limitations.

1.2 The translator/subtitler indemnifies inVision Ondertiteling against all third party claims if the exploitation of the translation/subtitles should prove to be in violation of intellectual property rights belonging to a third party.

If such a situation should occur, the translator/subtitler will take all (legal) measures to maintain and defend her/his rights resting on the translation/subtitles at her/his own expense.

Clause 2. Assignment

2.1 The translator/subtitler hereby assigns the full copyright and more in particular, the rights of reproduction and publication, in whatever manner, for all existing and future audio-visual media, picture- and sound carriers on the translation/subtitles to inVision Ondertiteling which assignment is accepted by inVision Ondertiteling.

2.2 The translator/subtitler is considered to know that her/his work of authorship shall be considered a 'work made for hire', as defined in Section 101 of Title 17 of the United States Code. If a 'work for hire' is not explicit under a law in the territory, then the translator/subtitler will grant licensor a non-exclusive free license to use all translations and subtitles worldwide in perpetuity without restriction.

2.3 The fee for this assignment shall be deemed to have been included in the fee paid to the translator/subtitler by inVision Ondertiteling in the scope of the translation/subtitling assignment.

Clause 3. Personal rights

3.1 inVision Ondertiteling shall be entitled to change and modify the translation/subtitles at its own discretion and moreover shall be entitled to publicise the translation/subtitles under its own name or under another name/indication to be chosen at its own discretion.

Clause 4. General

4.1 The translator/subtitler guarantees that (s)he produced the translation/subtitles her/himself and that they were not realised by a third party. The translator/subtitler is not authorised to publicise or reproduce the work her/himself in any way or to have this done by a third party.

4.2 The translator/subtitler guarantees that no agreements exist and that (s)he will not enter into any agreements concerning the copyright on the works, that are in conflict with the agreement in hand and, more particularly, that (s)he has- and will not grant a license or right of use with respect to the aforementioned translation/subtitles. Furthermore, the translator/subtitler declares that no procedures are pending with respect to the translation/subtitles.

Clause 5. Disputes

5.1 Dutch law is applicable to this agreement.

5.2 All disputes arising from this agreement or the execution thereof shall only be submitted to the competent Court at Amsterdam in the Netherlands.

Agreed and signed in twofold on

Date: Place..... Country.....

Translator/subtitler