

Contract for transfer of property rights
International visual arts competition "Seeds of artists from around the world"

1. Purpose of the assignment

The participant transfers exclusively to the World Institute of Youth Art - Center for UNESCO, in accordance with article L. 131-3 of the intellectual property code, all property rights over the creation artistic entry that he sends to participate in the International Plastic Arts Competition, as detailed below.

2. Rights transferred to the World Institute of Youth Art - Center for UNESCO

2.1 Scope of rights assigned

The participant transfers to the World Institute of Youth Art - Center for UNESCO the exploitation rights relating to the artistic creation sent, on an exclusive basis and for the entire world, from the signing of the label recording and sending his artistic creation, for the legal duration of copyright, such as this duration is fixed according to both French and foreign legislation and according to current or future international conventions, including any extensions that could be made to this duration.

2.2 Nature of the rights transferred

2.2.1 The right of reproduction means the right to reproduce or have reproduced, adapt or have adapted, interpret, modify, complete, extend, reduce, without limitation of number, artistic creation,

– by all means and all technical processes known or unknown to date, whether analog, magnetic, digital or optical, such as printing, photocopying, digitization, scanning, downloading and any other process reproduction, and in all formats and more particularly on its display networks, its website accessible at the address www.centre-unesco-troyes.org, its Facebook pages, Twitter and other social networks, free applications for smartphones, its Intranet, all newspapers and various publications, exhibition halls, trade shows;

– on all media known or unknown to date, whether analog, magnetic, digital or optical.

2.2.2 the right of representation means the right to communicate to the public, to exhibit, to represent or to have represented the intervention report, in whole or in part:

– by all means and all technical processes known and unknown to date, whether analog, optical, magnetic, videographic or digital;

– on all computer, digital, telematics and telecommunications networks and any other similar existing or future process, and more particularly on its display networks, its website accessible at centre-unesco-troyes.org, its pages Facebook and Twitter and other social networks, Smartphone applications, its internal Intranet, all newspapers and various publications, exhibition halls, trade shows;

– by means of television broadcasting and by all means inherent to this mode of communication and in particular by terrestrial radio, satellite cables, by wired or wireless telephone network, by digital television, whether the broadcast is unencrypted or encrypted, free or paid ;

– in all rooms bringing together the public, paying or not;

The right of representation also includes the right to put or have put into circulation the originals, duplicates or copies, in physical version and/or digital version of the artistic creation for any making available and communication to the public.

In all cases, the artistic creation may have been previously reproduced under the conditions defined in paragraph 2.2.1 relating to the right of reproduction.

2.2.3 The right of adaptation means the right to modify the format of the artistic creation without modifying its content and in particular to integrate it into other creations, a database or into any computer program, or to adapt artistic creation in the form of a database.

In all cases, the adapted artistic creation may be reproduced or represented under the conditions defined in paragraph 2.2.1. and 2.2.2. of this article.

The right of adaptation is exercised in compliance with the moral rights of the author, taking care not to make any modification likely to distort the artistic creation without the author's agreement and always associating the author's name with artistic creation.

2.3 Operation

2.3.1 The transfer of the rights referred to in articles 2.1 and 2.2 is granted by the participant to the World Institute of Youth Art - Center for UNESCO for any type of exploitation, including commercial, in whole or in part, principally or incidentally, of artistic creation within the framework of broadcasts by the Center for UNESCO, whether the exploitation of the Work takes place in France or abroad.

2.3.2 The rights covered by this transfer will be used within the framework of the missions of the World Institute of Youth Art - Center for UNESCO, in particular for information and communication purposes. The Center for UNESCO may also exploit the rights commercially, in particular through the publishing and sale of posters, postcards, books, catalogs and magazines, the production and broadcast of films, documentaries or other interactive programs.

2.3.3 The rights covered by this transfer cannot be exploited by third parties other than the Center for UNESCO.

3. Transfer price

The participant, by signing the participation label and sending his artistic creation at his own expense, attests to having "a clear conscience" on the transfer of property rights free of charge (article L. 122-7 of the CPI).

Revenues resulting from possible commercial exploitation must be used exclusively within the framework of the projects and missions of the World Institute of Youth Art - Center for UNESCO and cannot under any circumstances be the subject of a different use.

4. The participant or his legal representative guarantees to the World Institute of Youth Art - Center for UNESCO and undertakes to prove at the latter's first request that he is the holder of the set rights assigned or is expressly authorized by the rights holders. He guarantees that he has the rights necessary for the performance of his obligations under the contract.

The participant guarantees the World Youth Art Institute - Center for UNESCO against any action, claim, demand or opposition from any person invoking an intellectual property right or an act of unfair and/or parasitic competition which the execution of the contract would have damaged.

The participant undertakes to bear all damages and interest to which the Center for UNESCO may be condemned due to an act of counterfeiting or unfair competition or parasitism resulting from the execution of the contract, and this, from that the sentence pronouncing them becomes enforceable, as well as the costs of all kinds borne by the Center for UNESCO to ensure its defense, including lawyer's fees. The participant will also compensate the Center for UNESCO for all harmful consequences suffered by him as a result of actions taken against him and disturbances to his peaceful enjoyment.

World Institute of Youth Art - Center for UNESCO
Hôtel du Petit Louvre, BP 279, Troyes Cedex, France +33 03 25 76 11 11 contact@centre-unesco-troyes.org
SIRET 389 054 842 00031, No. RNA W103001032, APE 94.99Z.