

## COPYRIGHT ASSIGNMENT AGREEMENT

In MADRID, on \_\_\_\_\_ 2021

### BETWEEN

#### On the one hand,

Dr. \_\_\_\_\_

of legal age, with address at \_\_\_\_\_, Tax ID/ID no. \_\_\_\_\_, in their own name and on their own behalf. Hereinafter referred to as the "ASSIGNOR".

#### On the other hand,

Dr. Raimundo Gutiérrez Fonseca, of legal age, with address at c/General Pardiñas 45, with Tax ID/ID no. 50703496 - L, acting as General Secretary according to the corresponding public deed and/or authorisation, and therefore acting in the name and on behalf of SOCIEDAD ESPAÑOLA DE OTORRINOLARINGOLOGÍA Y CIRUGÍA DE CABEZA Y CUELLO (Spanish Society of Otorhinolaryngology and Head and Neck Surgery), with registered address at C/ General Pardiñas 45, Madrid, Tax ID G-28552511 and registered in: the Associations Registry, under number: 3958. Hereinafter the "ASSIGNEE".

The ASSIGNOR and the ASSIGNEE (hereinafter referred to individually as "the Party" and jointly as "the Parties") acknowledge that they have sufficient legal capacity to enter into the contract and be bound by it, and that they are responsible for ensuring any statements made are true.

### THEY HEREBY DECLARE

I. According to the Revised Text of the Intellectual Property Law (approved by Royal Legislative Decree 1/1996 of 12 April), the ASSIGNOR is the author and sole own of the exploitation rights of the following work:

Videos, images, and any other work of a medical nature to be exhibited during the 72nd National Congress of the Spanish Society of Otorhinolaryngology and Head and Neck Surgery (specifically from 1 October to 31 December 2021).

II. Such work shall hereinafter be referred to as the "Work".

III. The ASSIGNOR is interested in assigning the exploitation rights of the Work and the ASSIGNEE, in turn, is interested in accepting such assignment. The Parties therefore, having freely and spontaneously reached a mutual agreement, formalise this COPYRIGHT ASSIGNMENT AGREEMENT (hereinafter the "Agreement") in order to constitute and regulate the agreement made, which shall be governed by the following

### CLAUSES

#### ONE.- Object. Exclusivity.

The ASSIGNOR assigns and transmits the exploitation rights of the Work to the ASSIGNEE non-exclusively, who expressly accepts such rights. Consequently, the ASSIGNEE receives the right to exploit the Work to the exclusion of any other person, including the ASSIGNOR, within the geographical scope and duration of this assignment agreement (from 1 October to 31 December 2021).

#### TWO - Rights assigned.

The exploitation rights included in this assignment are the rights to reproduce, distribute, communicate publicly, and transform the Work.

## **THREE - Proposed forms of exploitation.**

The ASSIGNOR may exploit the Work in the proposed forms of exploitation, or for the uses and purposes existing and known at the date this Agreement is signed (indicated in the heading):

Exploitation, exhibition, and distribution during the 72nd National Congress of the Spanish Society of Otorhinolaryngology and Head and Neck Surgery (from 1 October to 31 December 2021).

## **FOUR.- Assignment to third parties.**

The ASSIGNEE is expressly prohibited from transferring the rights of this Agreement to third parties, unless such an assignment is carried out as a result of the company dissolving or changing ownership.

## **FIVE.- Geographical scope of the assignment.**

The assignment of exploitation rights provided for in this Agreement shall only be valid within the following geographical scope: Spain and the online community of registered users at the 72nd National Congress of the Spanish Society of Otorhinolaryngology and Head and Neck Surgery (from 1 October to 31 December 2021).

## **SIX.- Duration of the assignment.**

This Agreement shall enter into force on the date it is signed, indicated in the heading.

The ASSIGNOR assigns the exploitation rights of the Work referred to in clause two, under the conditions set out in this Agreement, for a term of: up to 3 months after the end of the 72nd National Congress of the Spanish Society of Otorhinolaryngology and Head and Neck Surgery, from the date this document is signed.

## **SEVEN.- Free assignment.**

The Parties agree that this assignment is made free of charge. The ASSIGNOR does not receive any compensation for assigning the exploitation rights of the Work to the ASSIGNEE. Furthermore, the ASSIGNOR may not request compensation in exchange for the ASSIGNEE's exploitation of the Work in the future under the conditions of this Agreement.

## **EIGHT.- Obligations of the Parties.**

### **8.1. Obligations of the ASSIGNOR**

The ASSIGNOR has the following obligations, in addition to those set out in current legislation:

- a) As a guarantee of the authorship of the Work, the ASSIGNOR will exonerate the ASSIGNEE from all third party liability, assuming all claims, compensation, and damages that could be taken out against the ASSIGNEE by third parties who consider that their intellectual property rights on the Work have been infringed.
- b) The ASSIGNOR must inform the ASSIGNEE in the shortest possible time of any intellectual property right infringement caused by a third party or in an open way of which it has become aware. The ASSIGNOR must also cooperate fully to defend these rights.

### **8.2. The ASSIGNEE's obligations**

- a) To provide all the means required to carry out the exploitation granted in this Contract, according to the nature of the Work and current uses of such work in the professional, industrial or commercial activity in question.
- b) The ASSIGNEE must inform the ASSIGNOR in the shortest possible time of any intellectual property right infringement caused by a third party or in an open way of which it has become aware. The ASSIGNEE must also cooperate fully to defend these rights.

## **NINE.- Resolution of the Agreement.**

This Agreement may be terminated by mutual agreement of the Parties. It may also be terminated at any time by either Party, at their discretion, without judicial intervention, and without prejudice to any liability incurred by the other Party for a breach of the agreement, in the event of a "justified cause" described herein as:

- a) the total or partial breach by the other Party of any of the essential terms or obligations of this Agreement; or
- b) any others established by Law.

In general, the failure of any of the Parties to fulfill the obligations arising from this Agreement shall entitle the other Party that has fulfilled its obligations to demand compliance or to terminate the Agreement in accordance with the provisions of article 1124 of the Civil Code.

Any of the above-mentioned grounds for termination shall entitle the other Party that has not incurred or caused such grounds for termination to compensation for damages arising therefrom.

If a Party fails to use any of the causes provided for in this provision to terminate the Agreement, this shall never be deemed as a waiver of its rights arising from the other Party's breach, nor shall it limit its rights to enforce the obligations under this Agreement.

#### **TEN.- Notifications.**

Notifications will be sent to the address and contact details indicated above in the heading.

#### **ELEVEN.- Integrity of the Agreement and annulment.**

This Agreement supersedes any agreement, understanding, commitment and/or negotiation previously developed between the Parties.

Likewise, the Parties acknowledge that if documents are annexed and/or attached to this Agreement, then such documents form part of the Agreement for all legal purposes.

#### **TWELVE.- Data protection**

The ASSIGNOR declares to have the appropriate authorisation (or authorisation and consent) from patients, other people who appear in the work, and others who may be the subject of such work, for publication purposes. The ASSIGNOR thereby relieves the Spanish Society of Otorhinolaryngology and Head and Neck Surgery from any responsibility for any claim, damage, or liability that may arise if such consent has not been provided.

The data provided will be treated in accordance with the provisions of current legislation on Data Protection for the sole purposes described above. Appropriate security measures shall be applied in relation to the data contained in the information transferred in the work and in this Agreement.

The parties are entitled to exercise their respective rights by contacting the addresses stated in this Agreement.

All information regarding the ASSIGNEE's privacy policies can be found at [www.seorl.net](http://www.seorl.net)

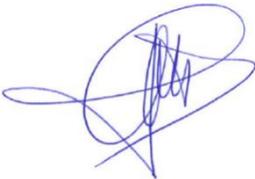
#### **THIRTEEN.- Applicable legislation and jurisdiction.**

Any litigation relating (but not limited) to the creation, validity, interpretation, signing, existence, execution, or termination of this Agreement, and in general, to the relationship established between the Parties, shall be subject to Spanish law. Specifically, to the Revised Text of the Intellectual Property Law (approved by Royal Legislative Decree 1/1996 of 12 April).

The Parties agree to submit to the jurisdiction of the competent Courts and Tribunals in accordance with the Law in the event of any differences, disputes, or claims regarding the Agreement.

In witness whereof, both Parties sign all pages of two counterparts of this Agreement at the place and date indicated in the heading, each of which shall be deemed an original.

Signed THE ASSIGNOR



Signed THE ASSIGNEE