

**„ALMA MATER” PUBLISHING HOUSE**

Spiru Haret Street, No. 8, 600114, Bacău ‖ Phone: +40-234-542411 ext. 638 ‖ Fax: +40-234-545753

https:// https://www.ub.ro/en/research/alma-mater-publishing-house

E-mail: almamater@ub.ro, edituraalmamater@gmail.com

**COPYRIGHT ASSIGNEMENT CONTRACT**

**No.** \_\_\_\_\_\_ **/** \_\_\_\_\_\_\_\_\_\_\_\_

concluded between:

**„Alma Mater”** **Publishing House** of “Vasile Alecsandri” University of Bacău, headquartered in Spiru Haret Street, no. 8, 600114, Bacău, Romania, represented by the **Rector**, **Prof. dr. eng. Carol SCHNAKOVSZY**, and by the **Director of the Publishing House**, **Assoc. prof. dr. Bogdan RAȚĂ**, as assignee, hereinafter briefly referred to as **“Publishing House”**,

and

**Owners of copyright, as assignors**:

Name and Surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CHAPTER 1. OBJECT OF THE CONTRACT**

**Art. 1.1.** The object of this contract is the assignment of the author's patrimonial rights by the above-mentioned assignors to the “Alma Mater” Publishing House of “Vasile Alecsandri” University of Bacău, in order to edit, multiply, disseminate and market the work entitled:

**Art. 1.2.** The assignors declare on their own responsibility that the full work is entirely their own creation and that, by editing, multiplying, disseminating and selling it, the patrimonial and moral rights of third parties (defined according to the Romanian Law no. 8/1996, regarding copyright and their related rights) are not violated and guarantee the assignee against any disturbances in the exercise of the transferred patrimonial rights, disturbances arising from his act or that of third parties.

**Art. 1.3.** The assignors declare on their own responsibility that *“the entire content of the work complies with all legal regulations regarding intellectual property, the rules of authorship / copyright and plagiarism, for non-compliance with which only the assignors and reviewers of the works are solely responsible”*.

**Art. 1.4.** The assignors declare on their own responsibility that they own the patrimonial rights over the work and that they have NOT concluded any other contract, in force on the date of signing this contract, through which any of the rights provided for in Chapter 2 are assigned.

**Art. 1.5.** The assignors guarantee that the work does not contain anything slanderous, obscene, scandalous or illegal, so that, by editing, disseminating and selling it, the legislation in force at the time of signing the contract will be violated

**Art. 1.6.** The assignors declare that the work does not harm the personality of third parties. If the assignors are aware of such situation, they agree that they have the obligation to notify the “Publishing House”, the contracting parties agreeing to support each other in case of complaints of this nature.

**CHAPTER 2. RIGHTS ASSIGNED AND TRANSFERRED**

**Art. 2.1.** The transferors assign to the “Publishing House” the right to edit, multiply, disseminate and sell the work, under the conditions set out in this contract, as follows:

* the right to decide if, how and when the work will be used;
* the right to reproduce the work in whole or in part, in any form and by any means;
* the right to exhibit and present the work by any means;
* the right to full commercial exploitation of the work through reproduction and public presentation.

**Art. 2.2.** Assignors who publish works in the category of courses, practical work guides, seminar guides, project guides, dedicated to students of distance learning (DL) and/or reduced-frequency education (RFE) degree programs may distribute the final electronic version (with the Description of the National Library of Romania included) of the works published under the auspices of “Alma Mater” Publishing House. Disseminating will be carried out exclusively by uploading the work on Microsoft Teams platform approved by “Vasile Alecsandri” University of Bacău for conducting DL-RFE courses. The work distributed to students will be in PDF format, protected against printing, copying and any modifications.

**Art. 2.3.** The assignment is exclusive for the entire duration and under the conditions stipulated in this contract.

**Art. 2.4.** The right to disseminate and sell the work is not territorially restricted.

**Art. 2.5.** During the assignment and for the agreed territory, the assignors will not grant the right to edit, disseminate and sell the work to any other individual or legal person.

**Art. 2.6.** During the term of this contract, the “Publishing House” has the right of preemption for any work of assignors that, dealing with the same subject and at the same level, could compete with the one whose rights are assigned by virtue of this contract.

**Art. 2.7.** The rights to license the translation and/or partial publication of the work also belong to the “Publishing House”. The translation and/or partial publication will be assigned through separate contracts concluded by the “Publishing House” with the publishing houses or publications requesting these rights, after prior consultation with the authors.

**Art. 2.8.** In the case of granting a license according to those specified in art. 2.6., the conditions of editing, multiplication, dissemination and commercialization are established by a separate contract concluded between the “Publishing House” and assignors, with the exception of any partial exploitation of the work that the “Publishing House” considers necessary for advertising purposes.

**Art. 2.9.** Upon expiry of the assignment period established in this contract, the “Publishing House” has the right of preemption to conclude a new copyright assignment contract.

**Art. 2.10.** The regulations regarding the possible electronic editing (total or partial) of the work and disseminating on magnetic or optical media are those stipulated in the Romanian Law no. 8/1996.

**CHAPTER 3. DURATION OF COPYRIGHT ASSIGNMENT**

**Art. 3.1.** The assignors grant the “Publishing House” the right to edit, multiply, disseminate and sell the work for a period of **10 (ten) years.**

**CHAPTER 4. PAYMENT OF COPYRIGHT**

**Art. 4.1.** The copyright payment is made after retaining the copies necessary to comply with the provisions of Law no. 111/1995 republished in 2007 regarding the establishment, organization and operation of the Legal Document Depository, regardless of support.

**Art. 4.2.** Copyright resulting from the sale of the initial print run agreed in the editing and printing contract concluded between the “Publishing House” and the assignors will be paid after the sale of the entire print run.

**Art. 4.3.** Copyright resulting from the sale of print run extensions will be paid in December of each year during the period of validity of this contract.

**Art. 4.4.** For assignors from “Vasile Alecsandri” University of Bacău, the payment of copyright is made in the account available at the Financial Accounting Service. The assignors declare that they opt for the determination of income tax as the final tax under the provisions of the Fiscal Code by means of withholding at the time of payment of income resulting from intellectual property rights.

**Art. 4.5.** For assignors from outside the University, the payment of the copyright is made in an account made available by the authors and sent to the Financial Accounting Service. Assignors will declare the income obtained from copyrights and pay the related tax individually.

**Art. 4.6.** In the case of works dedicated to students from the DL-RFE study programs operating within “Vasile Alecsandri” University of Bacay, published by the assignors from the University based on specific contracts through which the author's copyright was acquired directly, the assignors receive the rest of the remaining original print run, free of charge.

**Art. 4.7.** In the case of works published by assignors from “Vasile Alecsandri” University of Bacău that do not fall under Art. 4.6. but whose printing was made from the University's funds (on the basis of a report of necessity), the assignors receive:

* the rest of the remaining initial print run (if it is up to 30 copies), free of charge and 10% of the income obtained from the sale of the copies from the print run extensions (the amount due is divided equally between the authors);
* 2 copies per assignor from the initial print run (if it is greater than 30 copies), 10% of the income obtained from the sale of the remaining copies from the initial print run and 10 % of the income obtained from the sale of the copies from the print run extensions (the amount due is divided equally between authors).

**Art. 4.8.** In the case of works published by assignors from “Vasile Alecsandri” University of Bacău that do not fall under Art. 4.6. and whose printing was made entirely from personal funds, as well as in the case of works published by authors from outside the University, assignors receive:

* all the rest of the initial print run;
* 10% of the income obtained through the sale of copies from possible print extensions (the amount due is divided equally between the authors)

**CHAPTER 5. FINAL PROVISIONS**

**Art. 5.1.** For the execution of this contract, as well as for any other communications, the parties choose as their communication addresses the headquarters/addresses recorded in this contract. The parties undertake to communicate any changes of address, telephone number and/or e-mail within a maximum of 3 working days from their appearance.

**Art. 5.2.** This contract is based on the legislation in force on the date of its conclusion.

**Art. 5.3.** None of the clauses of this contract can be modified by either party unilaterally. Any subsequent changes to the present clauses will be made only with the written agreement of both parties, materialized by the conclusion of additional documents, which will constitute appendices to this contract.

**Art. 5.4.** Each of the parties is liable to the other for any damages caused by its fault.

**Art. 5.5.** The parties agree that any dispute regarding this contract shall be resolved amicably. If, however, the dispute cannot be resolved amicably, the parties will address the competent court at the location of the assignee (Spiru Haret Street, no. 8, Bacău), respectively the Municipality of Bacău.

Signed today, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in 2 (two) copies, one for each contracting party.

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| **ASSIGNEE**  **„ALMA MATER” PUBLISHING HOUSE** |  | **ASSIGNORS**  **AUTHORS** |
| Rector of “Vasile Alecsandri” University of Bacău,  Prof. dr. eng. Carol SCHNAKOVSZY  Director of “Alma Mater” Publishing House,  Assoc. prof. dr. Bogdan RAȚĂ  Legal Office,  Emil BALINT  Chief accountant,  Ec. Cristina BORDIANU |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |