

## WORK PUBLISHING AND COPYRIGHT ASSIGNMENT CONTRACT

Register of Intern Control Number \_\_\_\_/

By the resident instrument, governed by the provisions of the Law 9.610, from February 19th 1998, by the Decree 2.894, from December 22nd 1998, and by Law 8.666 from June 21st 1993, with the changes inserted by the Laws 8.883/91 and 9.648/98, celebrated with fulcrum in the Article 25 of the Law 8.666/93, in view of exoneration or unenforceability, properly configured, on one side the UNIVERSIDADE ESTADUAL DE LONDRINA, hereinafter called UNIVERSIDADE, legal entity of public law, established as a State Autarchy, by the Law 9.633, from July 16th 1991, registered in the CNPJ/MF under the number 78.640.489/0001-53, based at the Campus, in this city of Londrina, represented in this act by the Magnificent Dean xxxxxxxxxxxx, who delegates, by means of the Executive Act nº 68/14, to the Director of the Editora da Universidade Estadual de Londrina – Eduel, bearer of the xxxxxxxxxxxxxxxxxxxx

RG xxxxxxxx, registered in the CPF xxxxxxxx, jurisdiction to sign the Work Publishing and Copyright Assignment Contract, and on the other side,

\_\_\_\_\_, marital status, profession, ID:\_\_\_\_\_, ITIN:\_\_\_\_\_,  
residing at \_\_\_\_\_, \_\_\_\_\_, in the city of \_\_\_\_\_

(\_\_\_\_), hereinafter called author(s), the coordinator(s) or collaborator(s), sign the present Work Publishing and Copyright Assignment Contract, establishing the following clauses and conditions:

**First Clause** – As subject of this contract, the author(s), the coordinator(s) or the collaborator(s) grant(s) the Universidade the unique and exclusive right of editing, publishing and commercializing in the national and international markets, in volume form, as well as the availability for selling in electronic format (*e-book*) on Online Bookstores, of your Work (***insert work's title***) elaborated in authorship/co-authorship with (***insert other authors', coordinators' or chapter collaborators' names***).

**First Paragraph:** In this act, the author/coordinator/collaborator **CERTIFIES** that he/she is the **expressly authorized agent** by the other author(s)/coordinator(s)/collaborator(s) qualified above and takes full moral and/or material responsibility in virtue of any possible impugnation of the Work by third parties, exempting the UNIVERSIDADE of any obligation.

**Second Paragraph:** The author(s), the coordinator(s) or the collaborator(s) take(s) responsibility for the exclusivity of the Work to be published, as well as for the assertions, opinions and judgements expressed in it, declaring not having signed any other contract of the kind with another editor/distributor concerning this Work.

**Second Clause –** The printing of the Work's copies will be made on demand, and the publishing house is authorized to print as many copies as necessary to meet the demands of the market.

**Third Clause –** The Work will be edited in the utmost deadline of 06 (six) months, starting from the work's publishing approval by the Publishing Council. If, eventually, the author(s), the coordinator(s) or the collaborator(s) doesn't/don't make the necessary adjustments in the Work in time for publication, this deadline can be enlarged.

**Single Paragraph –** The selling of the *e-book* form copies available for commercialization on the Online Bookstores will happen for indeterminate time, until eventual notification from the author(s), the coordinator(s) or the collaborator(s) to update and/or review the Work.

**Fourth Clause –** It's exclusively up to the Universidade to stipulate the retail price of the copies.

**Fifth Clause –** The copyright will be paid in printed copies, corresponding to 10% (ten per cent) of the Work's edition. These books will be passed on to the author(s), the coordinator(s) or the collaborator(s) of the work.

**Sixth Clause –** As the published books can be reprinted under demand, this payment will be made immediately after the first edition, and the copyright of the other reprints will be paid in the end of July and December of each year.

**Seventh Clause –** To the author(s), to the coordinator(s) or to the collaborator(s) it will be authorized free access to the digital book.

**Eighth Clause –** At any time, the author(s), the coordinator(s) or the collaborator(s) can purchase copies with a 40% (forty per cent) discount on the printed book's retail price.

**Ninth Clause –** All the rights from the contracted Work are assigned by the author to the Universidade, with exclusivity, during the time in which this contract is in force, being the

Universidade allowed to assign contracts or deals with other publishing houses and media or national or foreign representatives, always looking for the Work's widest diffusion and commercialization.

**Tenth Clause** – The author(s), the coordinator(s) or the collaborator(s) authorize(s) the Universidade, during the time in which this contract is in force, to negotiate their Work's copyright in other idioms and in any other means of communication, provided that they're previously informed, in each specific case, of its conditions, and their express agreement is ensured.

**Eleventh Clause** – The Universidade is authorized to act in defense of the Work, judicially or extrajudicially, in any instance or court in the country or abroad, and it can, for such purpose, constitute attorneys, granting them the necessary power in name of the Universidade or the author.

**Twelfth Clause** – The present contract will be in force for the period of 10 (ten) years starting from its signing date.

**Thirteenth Clause** – The author(s), the coordinator(s) or the collaborator(s) of the Work can request the book from the publishing house, subject of this contract, on consignment. The settlement must be made, mandatorily, in two months starting from the requirement's date.

**Fourteenth Clause** – If the accountability for the consigned items is not done within the agreed deadline, the consignment receipt will be turned, automatically and with no prior notice, into a sales receipt with the total value of the debit and an invoice will be emitted with the due date of 15 (fifteen) days.

**Fifteenth Clause** – The non-compliance of any clause in this contract can warrant its rescission, at discretion of the interested part.

**Sixteenth Clause** – The contracting parties enforce themselves and their heirs and successors to the loyal fulfillment of the present contract.

**Seventeenth Clause** – The competent forum to settle any question concerning the present contract is the Comarca de Londrina (PR).

And, for being associated and contracted, the parties sign the present instrument in 2 (two) copies of equal content, in the presence of the witnesses below.

Londrina, \_\_\_\_\_

\_\_\_\_\_  
**Universidade Estadual de Londrina**

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**Diretor da EDUEL**

\_\_\_\_\_  
**Name of the Authorized Agent:**

**ITIN (Individual Taxpayer Identification  
Number):**

**Witnesses:**

\_\_\_\_\_  
Name:

ID:

\_\_\_\_\_  
Name:

ID: