

LICENCE AGREEMENT

- hereinafter referred to as “**Agreement**” -

made and entered into by and between

[NAME OF THE AUTHOR]

Address: [...]

as Author (hereinafter referred to as “**Author**”)

and

CEU GmbH – CEU Central European University Private University

Seat: 1100 Vienna, Quellenstrasse 51, Austria

Company registration number: FN502313 x

EU Tax number: ATU73982639

Represented by: Márk Kiss, PPA

as Licensee (hereinafter referred to as “**Licensee**”)

- the Licensee and the Author hereinafter collectively referred to as “**Parties**” -

on date and place set forth below, as follows:

I. PREAMBLE

Parties accordingly declare that the Licensee organizes a virtual exhibition entitled “Data Stories” (hereinafter referred to as the “**Exhibition**”) on Month dd., year.

The Parties agree that the Author is the sole author and exclusive owner of the following work (hereinafter referred to as the “**Work**”):

Title of the Work:

Genre:

II. SUBJECT OF THE AGREEMENT

2.1 Parties hereby declare that by virtue of this Agreement, the Author grants permission to use the Work by the Licensee under this Agreement. By virtue of this Agreement, the Author grants non-exclusive and limited rights of use to the Licensee as specified below.

2.2 By signing the present Agreement, the Author represents and warrants that she/he is the exclusive author of the Work, thus, she/he is entitled to grant the right of use under this Agreement independently and that such grant of right does not interfere with any other rights.

III. EXTENT OF THE LICENCE

3.1 The license is not exclusive and the Author grants, free of charge, all the rights that are necessary to enable such use of the Work as set forth below, in particular the right to reproduce, make available and if necessary also edit the Work; Licensee may use the Work for the following period, in the following area and manner:

Duration, method and extent of use:

Between [start date] – [end date] the Work will be exhibited in printed form in the exhibition area and in an electronic format electronically in the Gallery if the Data Stories at CEU website;

From [start date] until the Author's withdrawal of the right of use, the Work is stored electronically in the Data Stories at CEU archive. The Author shall notify the Licensee in writing at the contact information provided on the website if he / she wishes to remove the Work from the Archive. In this case, the Licensee shall comply with the request without unnecessary delay and shall notify the Author of the occurrence thereof. Furthermore, until the above license is revoked, the Licensee may use the Work – showing the Author's name thereon - in the social media to promote later releases of Data Stories at CEU.

The Work will be handed over as follows:

The Author uploads the Work to Data Stories at CEU in size A1, in ready to print PDF format. The Author shall ensure that the names and affiliations of all authors are displayed on the Work. The Licensee prints the Work in color and attaches it to the foamcore base and displays it in the exhibition space. The Licensee does not make any changes to the Work and publishes it in the uploaded form.

At the time agreed upon after the Exhibition, if requested by the Author, the Author may receive the Work from the Licensee in the form in which it was exhibited. If the Author does not turn up for the Work, the Licensee may use it for the purpose of office decoration.

Territorial scope of use: Universal.

3.2 The Licensee shall indicate the name of the Author during the exhibition of the Work.

IV. FEE TO BE PAID FOR THE USE

4.1 For the grant of the use and utilization right of the Work under this Agreement the Author shall not be entitled to a licence fee; and Licensee is not obliged to reimburse any other fee or expense as well.

V. COOPERATION, CONFIDENTIALITY

5.1 Parties agree to cooperate with each other in the frame of present Agreement; to exchange information and to consult with each other with the purpose of appropriate disposition as regards the license under this Agreement.

5.2 Parties agree to hold secret any and all not publicly available data, facts and other information they have gained knowledge of in connection with the other contracting party or the work rendered by such other party in the course of performing the present Agreement. In addition, Parties agree, to handle said data, facts and other information in a manner that precludes the chance of unauthorized persons to become familiar with the content of same. The faulty Party shall have unlimited liability towards the other Party for violation of this obligation.

VI. DATA PROTECTION

6.1 When applying for the participation on the Exhibition, the Author provides to Licensee his/her name, institutional affiliation and the title of the Work. Furthermore, for the preparation of the present Agreement, the Author also shares his/her permanent address with Licensee. Author's personal data will be exclusively processed by the Licensee as Data

Controller for the purpose of the performance of this Agreement pursuant to Article 6 (1) b) of the General Data Protection Regulation (EU) 2016/679 for unlimited period of time.

The Author will also share his/her e-mail address and mobile phone number with Licensee for the execution of the present Agreement, which personal data is processed by Licensee in compliance with the same legal ground (preparation of the Licence Agreement) Article 6 (1) b) of the General Data Protection Regulation (EU) 2016/679 for 6 months after the signing of the Agreement by the Parties.

6.2 For the performance of the above mentioned data processing activity, Licensee engages data processors for the operation of the application form (Usernet Kft., 1037 Budapest, Jele utca 109.) and for the storage of the data uploaded (Integrity Kft. Székesfehérvár).

VII. WARRANTY

This is to declare by the Author, that no third parties have any title, whatsoever, to the Work being subject of present Agreement, and that no person, whomsoever, has any title or claim that would in any way restrict or preclude the grant of rights under this Agreement; the Author agrees to hold the Licensee unconditionally harmless in this respect.

VIII. BREACH OF CONTRACT

The Parties agree that if the Author breaches his/her material obligations, and in particular his/her obligation for warranty of title, the Licensee shall be entitled to claim compensation from the Author for the full damage suffered by the Licensee.

IX. EFFECTIVE DATE

Present Agreement will enter into force on the date of its signing by both Parties and is concluded for an indefinite period of time.

X. MISCELLANEOUS PROVISIONS

10.1 Parties agree that any amendment or addition in connection with or to present Agreement will be made by them in writing.

10.2 This agreement shall be construed in accordance with and governed by Austrian law, excluding any and all principles on conflicts of law pursuant to Austrian private international law.

10. 3 The Contracting Parties unanimously declare that in case of any legal disputes they shall negotiate with each other in good faith. In the event of disagreement, all disputes arising out of or in connection with this Agreement will be settled by the court competent under the general rules, in Vienna, Austria.

In witness whereof the Parties duly signed this Agreement as of the below place and date acknowledging that they have read through and understood its content and they fully agree with the content of the Agreement.

Márk Kiss
CEU GmbH – CEU Central European
University Private University
Licensee

Name NAME
Author

Place signed:

Place signed:

Date signed:

Date signed: