



## Events Publication Agreement & Assignment of Copyright

Assignment date	Irish Signals and Systems Conference (ISSC) 2012
Consideration	
Content	
The Contributor	
Delivery Date	ISSC 28 and 29 June 2012
Delivery Material	
Other Contributors	
Permitted Uses	The Contributor may reproduce the Content free of charge providing that the Contributor has acquired the permission of the Publisher and (a) the Publisher is identified as the copyright owner of the Content and (b) the conference where the Content was published by the Publisher is referenced.
The Publication	The Proceedings of the Conference
The Publisher	<b>The Institution of Engineering and Technology</b> , a charity registered in England and Wales (registered number 211014) whose registered office is at Savoy Place, 2 Savoy Place, London WC2R 0BL and whose office for notices relating to this Agreement is Michael Faraday House, Six Hills Way, Stevenage, Hertfordshire, SG1 2AY.

1. This Agreement concerns the Content which the Contributor shall prepare alone or in conjunction with the Other Contributors and which the Publisher intends (but is not obliged) to first publish in the Publication.

2. By signing this Agreement and in recognition of the Consideration, the Contributor hereby assigns to the Publisher with full title guarantee, free of all third party rights of any kind, all right, title and interest in and to the Content including all copyright in the same, throughout the world, for the full term of such rights, including all extensions and renewals. If all or any part of the Content is not yet in existence, this assignment shall be effective immediately on the Content coming into existence. The Contributor will at the Publisher's reasonable expense, promptly do all acts and execute all documents which the Publisher considers are necessary or desirable to give full effect to the above assignment.

3. The Contributor irrevocably agrees that the Publisher shall have the right to use the Contributor's name in connection with the Content and the Publication and any other editions, versions or publications of either of them. In relation to any use of all or a substantial part of the Content appears, if consistent with the Publisher's then usual practices for acknowledgements of this kind, the Publisher shall credit the Contributor as a contributor by including the Contributor's name in the Publisher's usual manner.

4. The Contributor agrees not to publish, and not to allow or assist any person to publish, in any format (including on the Internet) any material prepared by the Contributor (whether alone or with others) which is on the same subject as the Content without the Publisher's consent in writing, except that the Contributor may use the Content in accordance with the Permitted Uses as long as the Contributor obtains the Publisher's prior written consent and acknowledges the Publication and the Publisher when doing so. The Publisher shall not unreasonably withhold or delay the Publisher's consent.

5. The Contributor shall deliver the Delivery Material to the Publisher no later than the Delivery Date. The Delivery Material shall accord with the Specification. If the Contributor has not delivered the Delivery Material by the Delivery Date, or when delivered the Delivery Material is in any way unacceptable at the Publisher's sole discretion the Publisher may:

(a) extend the time for delivery; or

(b) terminate this Agreement in respect of all or part of the Content immediately on giving the Contributor notice and the Contributor shall repay to the Publisher any monies previously paid to the Contributor in relation to the terminated part of the Content. Time shall be of the essence of this Agreement in relation to delivery.

6. The Publisher shall have entire control over all matters in relation to the publication of the Content.

7. The Contributor warrants, represents and undertakes to the Publisher that:

- (a) the Contributor is the sole legal and beneficial owner of copyright and all other right, title and interest in and to the Content (or will be once the Content is in existence), except for rights in respect of which the Contributor has obtained permissions;
- (b) the Contributor is entitled to enter into and perform this Agreement and to enter into the assignment set out in Clause 2;
- (c) the Content is the Contributor's original work (or will be once the Content is in existence) and has not been published (and will not have been published before first publication by the Publisher) anywhere in the world in any form;
- (d) the Contributor has not entered into and will not enter into any arrangement which would or purports to assign or grant to any person any rights which conflict with those assigned to the Publisher;
- (e) the creation of the Content and its publication and exploitation did not and will not infringe or breach any other person's intellectual property (including copyright and trade marks) and/or other rights;
- (f) the Content does not and will not contain anything libellous and/or which is in any other way unlawful;
- (g) all statements in the Content which are presented as facts are true;
- (h) the Content does not and will not contain any erroneous or negligently prepared or presented material, including any information which, if a person were to act on it, could cause physical injury or any kind of damage or loss to that person or anyone else; and
- (i) the Content has not been and is not the subject of any complaint, claim or legal action (whether or not this might amount to a breach of any of the above warranties and whether or not well-founded or resolved).

8. The Contributor shall indemnify and keep indemnified the Publisher for themselves and as agent for licensees, printers, distributors, retailers and associated companies, immediately on demand against all losses (whether direct or indirect), demands, claims, actions, proceedings, damages, payments, awards, fines, orders, costs, expenses (including legal fees and expenses) and other liabilities, suffered or incurred from time to time in respect of any breach of any of the warranties in Clause 7 and any claim which, if true, would amount to such a breach. This obligation to indemnify shall include the costs of all copies of the Content and any associated product which are withdrawn from sale as a result of a claim and any costs of revisions to the Content and any associated product.

9. The Publisher may assign all or any of the Publisher's rights and transfer all or any of the Publisher's obligations under this Agreement to any person without any requirement to notify or obtain the further consent of the Contributor. Following any permitted assignment and/or transfer under this Clause 9, any reference in this Agreement to the Publisher shall, where the context allows, include the assignee and/or transferee.

10. This Agreement shall be governed by and construed in accordance with English law. Each party irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute or question relating to this Agreement.

11. This Agreement and any separate document which may be referred to in it, together represent the entire agreement between the parties in relation to its subject matter and supersede any and all previous agreements and/or statements whether written or oral, between or by the parties in relation to that subject matter.

12. No amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by both the parties.

**IN WITNESS the signature of the Contributor**

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