



COPYRIGHT LICENCE FORM

MEMBERS OF THE EPP GROUP OR EXTERNAL PARTNERS

Subject

The purpose of this form is to authorise the Political Group of the European People's Party in the European Parliament ('EPP Group'), located at Rue Wiertz 60, 1047 Brussels, and duly represented by its serving Secretary-General, to incorporate publications voluntarily supplied to it by members of the EPP Group and by external partners into its digital library so that they can be made available to the target readership in accordance with the arrangements set out below.

Definitions:

External Partner(s): Any natural or legal person(s) who has/have studied Christian Democrat values and roots (including, but not limited to, historians, researchers, journalists, experts, universities, political, academic and scientific organisations and political study centres) and is a signatory/are signatories to this licence form.

Member of the EPP du Group: Any member of the EPP Group who is a signatory to this licence form.

Digital Library: An on-line library administered by the EPP Group for the purpose of gathering together and making available to its users any documentation whose object is to give expression to a variety of voices, including those of the members of the EPP Group or those of the External Partners.

The Digital Library is accessible via two different platforms:

Internal Digital Library: A platform of the Digital Library intended for internal communication purposes. The Internal Digital Library is accessible via the EPP Group intranet.

External Digital Library: A platform of the Digital Library intended for the public. The External Digital Library is accessible only to users who have submitted a prior request to the officer in charge of the EPP Group's archives. The External Digital Library is hosted on an independent, secure server to which access is granted only when a user's account has been opened and a specific password issued. All material published in the Internal Digital Library is automatically published in the External Digital Library.

Document for Publication: Any document supplied voluntarily and spontaneously by a Member of the EPP Group or an External Partner who is a signatory to this licence form for purposes of publication on either of the EPP Digital Library's platforms and on the terms and conditions set out in this licence. The Document for Publication must be sent to the officer in charge of the EPP Group's archives either in hard copy or in a compatible digital format, viz Acrobat pdf or EPub, and, where appropriate in the form of a hyperlink(s) clearly specified by the Member of the EPP Group or the External Partner.

By this document,

the Member of the EPP Group, Mr/Mrs/Miss
..... ,
, residing at.....

the External Partner,, residing/established at
.....
(where applicable) represented by Mr/Mrs/Miss

1. Explicitly intends, unless otherwise provided, to submit any Document for Publication in accordance with the terms and conditions of this licence.

2. Assigns to the EPP Group, free of charge, all the rights required for the publication of the Document for Publication in the Internal – External (delete as applicable) Digital Library including:

- the right to digitise and cause to be digitised, and therefore the right to reproduce, in full or in part, the Document for Publication;

- the right to publish and cause to be published, and therefore the right to reproduce and make available to the public, in full or in part, the Document for Publication;

- the right to publish hyperlinks to the Document for Publication from the Internet site(s) communicated by it. These hyperlinks may, where appropriate, make use of automatic content loading techniques involving setting up special frameworks or other encapsulation procedures. The Member of the EPP Group/External Partner guarantees that the Document for Publication and access thereto are not subject to any restrictive measure on the site from which the hyperlinks are made and undertakes, if necessary, to notify the EPP Group, at least three weeks in advance, of any change in the availability/accessibility of the Document for Publication on the Internet site from which the hyperlinks are made;

- the right to summarise, paraphrase, cite or classify all or part of the Document for Publication for purposes of indexing and research;

- the right to store/host the Document for Publication on the EPP Group's servers and/or those of any third party;

The licence described above is non-exclusive and is granted, free of charge, for all countries and for the whole duration of the protection currently afforded to the Document for Publication by the legislation in force with respect to literary and artistic property. The licence described above shall entail no obligation on the EPP Group to exercise the rights covered by the said licence.

Users accessing the Digital Library may be authorised to view, download, print, communicate to third parties and/or publish hyperlinks to the Document for Publication.

The licence described above may be sublicensed, in particular to the libraries of the European institutions, universities, political, academic and scientific institutions and foundations and bodies with which the EPP Group shares a community of interests.

3. Waives, subject to attacks on his/her honour or reputation, the exercise of his/her moral right to require respect for the integrity of the Document for Publication and will not object to any adaptation or alteration of all or part of it on grounds of the exercise of the rights stipulated above and, in particular, of the rights to publish summaries and hyperlinks.

Acknowledges that he/she has exercised his/her right of disclosure in supplying the Document for Publication to the EPP Group.

Waives the right to have any name shown as that of the author of the Document for Publication other than that or those shown on the Document for Publication.

The waivers of moral rights stipulated in this article shall be valid for all countries and for the full duration of the said moral rights.

4. Certifies that he/she is the sole holder of the intellectual property rights over the Document for Publication and, where applicable, that he/she has obtained from the original or secondary rights-holders (and, in particular, any co-authors of the Document for Publication), and in any event vouches for, the unreserved agreement of all the said rights-holders in respect of all the rights assigned in this document including the waiver of moral rights to the extent set out above.

Certifies that this licence does not infringe any rights previously granted to third parties.

5. Acknowledges, in the event that the validity or enforceability of one or more clauses of this licence should be challenged, in particular having regard to the mandatory provisions of the substantive law applicable, that that will not entail the nullity or unenforceability of this licence, which will otherwise continue to apply, the disputed clause(s) being replaced by one or more others the effects of which will be as close as possible to the effects of that/those clause(s). In that event, the Member of the EPP Group/External Partner shall, as soon as so requested by the EPP Group, undertake to replace the disputed clause with a clause having equivalent economic effects, the validity or enforceability of which will not be called into question, and/or to supplement this licence, as appropriate, in accordance with the spirit of it.

6. Expressly recognises and agrees that this licence shall be subject to Belgian law and shall be under the exclusive jurisdiction of the French-speaking courts of the district of Brussels.

Name:

Function:

Date and signature: