

## ASSIGNMENT OF COPYRIGHT

between Ms./Mr. \_\_\_\_\_, born in \_\_\_\_\_, residing in \_\_\_\_\_  
(hereinafter, the “**Author**”)

**and**

Piccin Nuova Libreria S.p.A., with registered office at Via Altinate 107, 35121 Padua, Italy (hereinafter, “**PNL**”)

(hereinafter jointly referred to as the “**Parties**”)

**whereas**

- PNL has created a platform for an online journal named “Biomedicine and Prevention” where authors and contributors can share scientific articles and essays;
- the Author intends to contribute to such Platform by writing an article and assigning the rights in it to PNL;
- accordingly, the Author has created the literary work protectable by copyright (the “**Work**”) ID \_\_\_\_\_ (*please write here the ID of Your Work*), and has uploaded it on the online platform of the Journal;
- the Editor in Chief and the Editorial Board, further to the review process of the Work handled by the appointed Academic Editor and Reviewer, has deemed the Work of interest for the publication on the Journal;
- accordingly, in consideration of the editorial services issued by PNL and the publication of the Work on the online Journal, the Author is willing to assign to PNL all the rights in the Work;
- the Parties have agreed to enter into the following assignment of the Work;

**now therefore the Parties agree as follows.**

### **1. Definitions:**

In this Agreement, words and expressions below shall have the following meaning:

“**Territory**” means the entire world;

“**Rights**” means all the rights of economic exploitation of the Work, granted pursuant to Sections 12 et seq. of Law No. 633 of April 22, 1941 (Italian Copyright Law), including but not limited to, the right to publish, print, distribute, share, reproduce, translate, adapt, edit, amend, sell, advertise, also on the Internet, the Work;

### **2. Subject of the Agreement**

2.1. The Author hereby agrees to assign to the Publisher the Rights in the Work in the Territory, free of charge, in consideration of the editorial services issued by PNL and/or the appointed editorial board of the Journal and the publication of the Work on the Journal, as indicated in the TOS made available to the Author.

### **3. Obligations of the Author**

3.1. The Author undertakes to perform all reasonable actions necessary to allow the Publisher to enjoy all the copyright in the Work subject of this Agreement. More specifically, the Author undertakes to deliver, in electronic and/or printed format, a final and ready-to-print sample of the Work.

3.2. The Author agrees and acknowledges that PNL shall be entitled to amend, modify for formatting purposes, edit, adapt the Work, its layout and its graphic visualization.

3.3. The Author hereby agrees and acknowledges that PNL is entitled to use and circulate through the Internet the personal data of the Author (i.e. name, surname, job, company/academic position), for the purposes of the publication of the Work.

### **4. Representations and warranties of the Author**

4.1. The Author declares and warrants that the Work is an original literary work.

4.2. The Author hereby warrants that he/she is the sole author and owner of all the rights in the Work, and that the Work is free from any third party's rights, and in particular that it is not licensed, assigned or transferred to any third party. The Author undertakes to provide the Publisher upon request any assistance required to obtain proof of the ownership of the Work.

4.3. Should the Author become aware of claims arising from the publishing of the Work, he/she shall promptly inform PNL in writing of such claims.

4.4. In the event of claims, disputes or controversies on the ownership of the rights in the Work and/or on the right to use the Work by the Author and/or his/her successors and/or on the lawfulness of this assignment of the Work to PNL and/or on the publishing of the Work, the Author shall indemnify and hold harmless PNL from any such claim in and out of Court, and shall reimburse any cost borne by PNL for reimbursement of damages, legal fees, penalties, royalties etc.

4.5. The Author agrees and acknowledges that under no circumstance this assignment of copyright shall be interpreted as a publishing contract.

### **5. Obligations of the Publisher**

5.1. The Publisher undertakes to always indicate in the Work the name of the Author.

### **6. Miscellaneous**

6.1. The Parties agree and acknowledge that under no circumstance this assignment of copyright shall be interpreted as a publishing contract. Thus, for the sake of clarity, this assignment does not constitute any obligation of PNL to publish the Work.

6.2. This assignment of copyright shall be governed by the laws of Italy.

6.3. The exclusive legal venue for any dispute which may arise between the Parties out of or in connection with this Agreement, including those related to its interpretation, performance and termination, shall be Venice.

Place, date

\_\_\_\_\_

Piccin Nuova Libreria S.p.A.

the Author

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Pursuant to Section 1341 of Italian Civil Code, the Author declares to specifically approve the following clauses of this Agreement: art. 6.3 (exclusive venue)

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The Author