

# GRAFFITI AND STREET ART AWARD

## 2020 / 2021

### 4th edition

## GRAFFITI REGULATION / Theme: "The Future with Plastics"

The present by-law establishes the terms of the 2020 Prize, hereinafter referred to **CONTEST**. Appendices 1 to 3 are an integral part of the Contest Rules and Regulations.

### **ARTICLE 1: Organizer**

The association **GRAFFART** whose head office is located at 9, Rue Paul Langevin 93400 SAINT-OUEN (Seine-Saint-Denis),

The following also referred to as **Organizer**

The association **GRAFFART** organizes for its fourth edition 2020/2021, the competition of Graffiti and Street art on the theme: **THE FUTURE WITH PLASTICS...**

The winning candidates will be selected after a competition and the advice of a jury of a professional panel composed of 5 or 6 people, Alain Dominique Gallizia, David Benhamou, Tarek Paris Tonkar. Only Graffart will make the jury's choice.

### **ARTICLE 2: Purpose of the Competition**

The object of the Competition is the realization of a work on the theme: **the future with plastic.**

The candidate will have to show creativity and work on translating the key words associated with the theme and meet the required conditions.

- Suggest and express the notion of the material, the environment and pollution.
- Interpret the theme in relation to the city in which he/she originates or resides,
- Possibility to work on one (1) or more elements,
- There are no restrictions on the colors, style or technique used, nor on the format.

The creative supports can be made on canvas, tarpaulin or object with no size limit. The candidate will necessarily have to equip her/his creation with a hanging or fixing device. Nevertheless, the creations on objects must imperatively be transportable by commercial vehicle 3m3.

### **ARTICLE 3: Organization of the Competition**

The call for artists runs from November 7, 2020 to February 7, 2021 depending on the health conditions on the COVID.

Provisional calendar

- November 7: Publication for applications and the complete rules of the Competition
- **February 7: 2021: Deadline for candidates to deposit creations**
- March 10, 2021: Pre-selection of works by the organizer
  
- March/April: Jury meeting and award ceremony (depending on the covid's health news)
- April / May: Varnishing
- dates to be planned: Exhibition in a space, gallery, ... to be defined. Possibility of virtual exhibition in case of force majeure of the covid.

This schedule could be subject to modification or adjustment in the event of an insufficient quota of applications, in accordance with the Competition. The rules will then be modified and will automatically replace the old one. Registered candidates will be informed individually to this effect.

#### **ARTICLE 4: Conditions of participation and selection criteria and attribution of winning projects**

##### **4.1 Conditions of admissibility of applications:**

4.1.1 The Contest is open to all adult candidates residing in France, Europe and other continents. All candidates from any country may participate.

. Participation in this Contest is free of charge.

4.1.2 The members of the jury as well as their relatives and the winners from 2014, 2016 or 2018 Prize may not participate in the Competition.

4.1.3 Entries received after February 7, 2021 will not be considered unless there is a change in the schedule as mentioned in article 3 above.

##### **4.2 Terms and Conditions of Participation:**

A candidate may compete alone or on behalf of a group.

In order to take official note of your application, all files must be fully completed and sent by e-mail to **GRAFFART:**

[cedric.naimi@graffartpresse.fr](mailto:cedric.naimi@graffartpresse.fr) or [graffart.asso@gmail.com](mailto:graffart.asso@gmail.com)

All the documents to be attached are as follows:

- The registration form for the Competition, shown in Appendix 1, fully completed and signed.
- A Curriculum Vitae / Artistic background.
- A certificate certifying on the honor to be the executor of the graffiti work (or for the account of the collective it represents).
- One or a maximum of four (4) color photos of the work in high definition (HD) thus allowing the appreciation of the latter, in all its different components and viewing angles.
- A minimum HD photograph of the work necessary for its reproduction.
- The authorization to use their image in Annex 2 fully completed and signed.
- The transfer contract in Appendix 3 fully completed and signed.

This contract will take effect only if the work has been pre-selected within the meaning of Article 5.1 below. In the event that the work has not been pre-selected, the contract will be immediately null and void.

The file may be completed with artistic references, a photo of the candidate or the portrait of the candidate collective. Applications will not be returned at the end of the Competition. No financial support inherent to the creation of the work will be made and consequently no compensation will be made to the candidate.

Reimbursement of participation fees: Internet connection required for participation (flat-rate basis 0,22 € including all taxes/participation) will be reimbursed upon written request addressed to **GRAFFART**, 9 Rue Paul Langevin 93400 Saint-Ouen. Any request for reimbursement that does not contain the following information cannot be processed: Name of the Contest; Surname and first name of the Participant, e-mail address; Time and date of connection; A bank statement. Only one request for reimbursement of connection fee per Participant will be taken into account in accordance with the specifications set out above.

##### **4.3 Selection Criteria**

The ranking of applicants will be based on the following criteria:

- Creativity and originality: ability to make an artistic proposal highlighting the theme of the competition.
- Mastery of the chosen technique.
- Interpretation of the theme of the Competition in relation to the city they come from or reside in.

**Visuals of an aggressive, violent, vulgar nature will not be accepted. Motives with religious, racist or equivocal emblems.**

#### **ARTICLE 5: Designation of winners and awarding of prizes**

5.1 The organizer will retain a minimum of 40 to 60 works, previously selected by photo, in compliance with the criteria set out in article 4.3.

This selection will be submitted to the members of the Jury composed of **professionals from the art world**. It will determine 3 winners on the basis of the criteria set out in article 4.3.

5.2 The first prize will receive a trophy and a sum of 3,000 Euros, the second prize will receive a sum of 2,000 Euros and the third prize will receive a sum of 1,000 Euros.

These fixed financial endowments, due to the three competition winners, constitute the gains of the competition and do not include, nor do they include, the transfer of the economic rights of the author of the work to the benefit of **GRAFFART** provided for in Article 6. 2 of the present rules and the conditions of which are detailed in Appendix 3, nor part or all of the remuneration due to the candidate in the event of transfer of ownership of the material support provided for in Article 6.3 of the present rules, nor part or all of the remuneration due to the organizer in the event of an auction sale provided for in Article 6.4 of the present rules.

The 3 winners will also benefit from promotion inherent to the communication of the Competition through exhibitions or press and media coverage.

The prize-giving ceremony will take place during an event in 2021 and at the latest in December of the same year.

**Graffart** reserves the right to cancel the event if its partner or the health or other situation requires it to do so.

5.3 Each work pre-selected in application of article 5.1 will be photographed by the organizer. These photographs may be published in a book, a catalog, posters, flyers, etc. This list is not exhaustive and will give visibility to the works of the pre-selected candidates.

5.4 The organizer also plans to exhibit in PARIS and possibly abroad the works of the 3 winners as well as the pre-selected works validated by the jury, on the basis of the criteria set out in article 4.3 of the rules. In accordance with article 4.1 of Appendix 3, the candidate authorizes the organizer to exhibit to the public the work nominated on an exclusive basis throughout the duration of the contract appearing in Appendix 3, under the conditions and within the framework that the Assignee is free to define. This availability of the work is granted free of charge by the candidate. To do so, the costs of transporting the work (delivery and return) will be taken care of by the organizer.

The candidate will have to contact the organizer for the transport arrangements by contacting him/her by e-mail at the following address:

[cedric.naimi@graffartpresse.fr](mailto:cedric.naimi@graffartpresse.fr) or [graffart.asso@gmail.com](mailto:graffart.asso@gmail.com) The pieces can also be deposited directly by the artist by his own means at the place chosen by the organizer and which will be indicated to the candidate. The artists, concerned by the exhibition, will not be able to withdraw their works without the express consent of the organizer for the duration of the exhibition. For the withdrawal, a precise schedule of recovery will be established with the imperative presence of a responsible member of the organizer.

## **Article 6: Cession of the material support and right of reproduction and representation**

6.1 By participating in the Contest, candidates give in to the Organizer, free of charge, the right to use and disseminate their name, first name, image, the photo of the work, their possible interviews for the internal and external communication of the organizer, without this use giving rise to other rights other than those expressly mentioned in these rules, in accordance with the authorization defined in Appendix 2.

6.2 By participating in the competition, Contestants agree to assign to the Organizer, on an exclusive basis, the intellectual property rights attached to the nominated work in accordance with the assignment contract appearing in Appendix 3. Even if the artist is registered or a member of ADAGP. The artist shall notify the organizer and ADAGP.

6.3. By participating in the Competition, the candidates of the Competition agree, for a period of two (2) years from the date of their application, to grant the organizer an exclusive preferential right, over any other natural or legal person, for the acquisition of the material support of the candidate's work.

6.4 Within the same period of two (2) years from the date of application, the candidate accept by participating in the Competition that the candidates work can be proposed, exclusively through the organizer but without any obligation on its part, at a public auction by an auctioneer of its choice or by an auction house, including by Internet.

In case of an auction sale as mentioned above, it is already provided that the organizer will receive a remuneration of 50% of the sale price of the work excluding VAT. The artist will propose a floor price for the sale. If he does not do so, Graffart will propose an amount provided for this purpose with the auctioneer.

The candidate whose work has been sold at auction via the organizer therefore irrevocably undertakes to pay the price of this remuneration without delay to the organizer. This is an essential clause of the present rules, without which the parties would not have agreed to contract. The sale will give rise to the exercise of the right of resale under the applicable legal and regulatory conditions.

6.5 As mentioned in Appendix 3, the rights of reproduction and representation of the work are assigned to the organizer on an exclusive basis for all known or to be discovered media for all formats and for distribution on all media, and in particular press, television, on-line and off-line networks (Internet, Intranet, Extranet) known or to be discovered, throughout the world and for a limited period of two (2) years from the date of application. More specifically, the organizer reserves the right to communicate in particular:

- In the French and foreign press, specialized or not, and via the organizer's websites and social networks, (twitter, Facebook, Instagram...)
- To organize exhibitions open to the public, with presentation of the works in fairs, congresses, and cultural places with paid or free admission.

For any communication (press, internet, exhibitions), the works will be presented and the name of the author will be mentioned.

Each candidate guarantees that the work presented in the context of this Competition is an original work and that it does not infringe the rights of any third party. Each candidate guarantees the organizer that he/she will exercise the rights assigned in a peaceful manner.

6.6 The date of application is defined for the application of the present document as the date of signature of Appendices 1, 2 and 3. In the event of conflicting dates, the earliest date will apply.

## **ARTICLE 7 Personal Data**

7.1 The personal data collected within the framework of the competition are treated in accordance with the French law n° 78-17 of January 6, 1978, amended in 2004, known as the "Informatique et libertés" law.

7.2 Participants are informed that their personal data is necessary for their participation. The data collected is intended for the organizer responsible for processing, who uses this data for the management of the Competition and, where applicable, for communication purposes in accordance with the provisions of these Rules.

7.3 In accordance with the aforementioned law, participants have the right to access, rectify, delete and oppose the personal data concerning them.

In order to exercise these rights, requests must be sent in writing to the following address GRAFFART 9 R Rue Paul Langevin 93400 Saint-Ouen.

## **ARTICLE 8 Responsibility**

8.1 The responsibility of the organizer can in no way be engaged if the Contest should be modified, shortened or cancelled. Thus, the organizer reserves the right to modify the provisional schedule, to postpone the announced dates or even to cancel the Contest in any case, particularly if the number of participants is not sufficient to allow a satisfactory competition.

8.2 The organizer cannot be held liable in the event of damage to the works of the selected candidates occurring during or at the end of the Competition. With the exception of the possible period of exhibition of the works during which the installation "unhooking - hanging" will be covered by the exhibition venue.

8.3 Furthermore, the organizer cannot be held liable for any damage that may occur during the shipment or transport of the works.

## **ARTICLE 9 Acceptance of the rules**

9.1 The mere fact of participating in the Contest implies full and unreserved acceptance of these Rules and their Appendices. Any inaccurate or misleading statement or fraud may result in the disqualification of the participant.

9.2 These Rules are filed in original form with Mr. Marc FARRUCH, Bailiff, whose registered office is located at the following address:

Etude FARRUCH / [40marceau@farruch.fr](mailto:40marceau@farruch.fr)  
40 Avenue Marceau  
75008 PARIS  
Registration reference on November 7, 2020.

The complete Regulations will also be sent, free of charge, to any person, upon simple request to **GRAFFART**, 9 Rue Paul Langevin 93400 Saint-Ouen. Stamp fees will be refunded at the current slow rate.

**ARTICLE 10 Disputes**

10.1 This Regulation is subject to French law. In the event of a dispute relating to the validity, interpretation or execution of these rules, the candidate and the organizer undertake to meet and to implement all amicable means to resolve the possible dispute.

10.2 In the absence of an amicable agreement within fifteen (15) working days from the start of negotiations, the dispute will be submitted by the most diligent party to the competent courts within the jurisdiction of the Court of Appeal of PARIS.

**List of Appendices**

- Appendix 1: Competition entry form: Graffiti and Street Art Award 2020/ 2021.
- Appendix 2: Authorization to use the image (still or animated) of an adult person.
- Appendix 3: Contract for the transfer of intellectual property rights of the work submitted to the Competition. Competition: Graffiti and Street Art Prize 2020 / 2021 organized by GRAFFART.
- Appendix 4: Auction sales.

**Appendix 1**

**REGISTRATION FORM (all fields are mandatory)**

**Graffiti and Street Art Prize Contest 2020 / 2021**

First name: .....  
Last name: .....  
Nickname / Collective / Crew: .....  
Address: .....  
.....

Postal Code: ..... City: .....  
Year of birth: .....  
Phone number: .....  
E-mail: .....

Title of the work: .....

Nature of the support, its dimensions and weight:

.....  
.....  
.....

Presentation in a few lines (artistic path that led to the creation of the work - add an additional page if needed):

.....  
.....  
.....  
.....  
.....  
.....

I declare that I have read the rules and regulations of the Graffiti and Street Art Prize 2020 competition and accept them in their entirety.

Done at ..... The.....

Signature of the candidate preceded by the handwritten mention: "read and approved".

## Appendix 2

Authorization to use the image (still or animated) of an adult I, the undersigned: (Name and surname)

Residing at: (address Complete with CP and commune)

Phone:

Authorizes, free of charge, the association **GRAFFART** or any person designated by it to photograph, film, record and use my image, my voice, my words, fixed on all types of media that I will have voluntarily provided to them when sending the application form for **the Graffiti Award** Competition organized by it in 2020 or during a reportage / shooting / interview.

The photos and interviews thus taken will be used exclusively for **GRAFFART's** internal and external communication, both national and international, for its training, promotional and public information needs.

This authorization concerns in particular the right to represent or to have represented, to reproduce or to have reproduced, in whole or in part, the photographs and films, either by **GRAFFART** directly, or through the intermediary of any authorized third party throughout the world, by all known or unknown technical methods and processes.

to date, in particular through the written press (which includes advertorials and editorial advertorials which are advertising articles with an editorial presentation, but which exclude press announcements), audiovisual, computer (waves, cables, satellites, computer networks, etc.), on all media (film, paper, video, CD-ROM, CDI, DVD, etc.), and in all formats, whether or not inserted in audiovisual, computer, multimedia, intranet and internet websites, social networks, graphic editions in all forms, etc., and to disseminate them both in the commercial and non-commercial, and public and private sectors, with a view to collective and/or domestic reception.

This authorization also grants the **GRAFFART** association or any person designated by it the right to exploit, reproduce and disseminate, in whole or in part, on all media and under the above-mentioned conditions, the comments I will have made during any interview, within the framework of **GRAFFART's** internal and external communication.

This authorization is valid for two (2) years from the date of signature.

Done at ..... the.....

Signature preceded by the handwritten mention "good for authorization".

### Appendix 3

CONTRACT FOR THE TRANSFER OF THE INTELLECTUAL PROPERTY RIGHTS OF THE WORK  
SUBMITTED TO **THE 2020 / 2021 GRAFFITI AWARD COMPETITION** Organized by **GRAFFART**.

Enter:

**GRAFFART**, association of law 1901, whose head office is located in Saint Ouen (Seine Saint Denis) 9 rue Paul Langevin 93400.

Represented by its President Mr. **Cédric NAIMI** Hereafter referred to as: **GRAFFART** and/or the Assignee.  
On the one hand,

AND

Mr / Mrs:

Born on:

At:  
Resident at:

Nationality:

Hereinafter referred to as: The Author(s) in the case of a collective or: The Assignor(s).

On the other hand,

IT WAS IN PREAMBLE RECALLED THE FOLLOWING:

The Author has / the Authors have participated in **the Graffiti and Street art 2020 Prize** Competition organized by the association **GRAFFART** during the year 2020 / 2021.

This Contest provides that the graffiti in competition must be on the theme: **The Future with Plastic....** The supports of the work can be a canvas, a tarpaulin where an object that can be transported in a 3 m3 utility vehicle.

The application file provided by the Author(s) contains photographs of his/her graffiti.

During this Contest, the graffiti of the Author(s) can be part of a pre-selection of 40 works minimum.

Finally, three (3) graffiti are elected laureates of this Competition.

The graffiti of the candidates may be the subject of shots, photographs, exhibitions and uses in particular on printing media such as catalogs, books, brochures produced and/or organized by the assignees within the framework and at the end of the said Competition.

In the event of an application from a collective of artists, it is reminded that the collaborative work is the joint property of the co-authors. The signatory(ies) of the present contract as co-authors of the work is/are the sole owner(s) of the work.

author(s) of a collective of artists guarantees/guarantee the Assignee against any action by a co-author who does not appear to be a signatory to this contract. The terms "the Authors" and/or "the Assignor" used under terms of this contract refer to all the co-authors of the work presented by a collective of artists in the framework of **the 2020 Graffiti Award Competition**.

The Author(s) and the Assignee have come together to agree on the terms and conditions of this contract. the conditions under which the latter must acquire the economic exploitation rights on the graffiti created by the Author candidate for the said Competition (hereinafter referred to as "the Creation") in order to meet the needs and projects specified above.

#### **Appendix 4: Irrevocable Warrant of Sale**

In the continuity of the Regulations of the **Graffiti and Street Art Prize** organized by the association **GRAFFART**.

I, the undersigned: [Name of the artist and pseudo]

[Address]

[Tel]

Confirm hereby give all powers to the association **GRAFFART** to sell the work that I have exhibited as part of the price, entitled [Title of the work dimensions] and referenced page [No.] of the catalog published by **GRAFFART**,

Within the framework of the auction that will be organized and consequently gives, all powers to the said study and its auctioneers to sell my work.

The reserve price will be fixed by **GRAFFART** and with the artist.

For the participants the reserve price (below which the work will not be sold) will be fixed at 400€.

I confirm, in accordance with the commitment made at the time of acceptance and signature of the Regulations, that 50% of the sale price, excluding fees and VAT if applicable, will be returned to **GRAFFART**. The amount will be paid directly by the firm to **GRAFFART**, the balance being due to me.

This mandate constitutes a mandate of common interest and is irrevocable.

If the work is not sold, I may, at my convenience, come and take possession of it from an auction house to be defined or agree with **GRAFFART** on any other means to sell it.

Done at  
The

## "VOUCHER FOR IRREVOCABLE MANDATE OF SALE "

Signatures:

**ARTIST**

**GRAFFART**

THEN, IT WAS AGREED AS FOLLOWS

### **Article 1: Purpose of the contract**

By the present contract, the Author(s) hereby assigns(s) to the Assignee, under the conditions and according to the terms and conditions and in consideration described hereafter, all economic rights that they hold / that they hold on Creation.

### **Article 2: Guarantees**

The Assignor declares and guarantees to the Assignee that the work is original and that he is the author.

The Assignor guarantees to the Assignee that he has full quality and capacity to assign his copyright on the Creation and guarantees that he has made it his business to assign by any other authors their economic copyright attached to the Creation.

The Assignor guarantees that the Creation does not include any element that could harm the interests of a third party or that could lead to legal action, in particular with respect to an intellectual property right.

The Assignor guarantees the peaceful exercise of the exploitation rights assigned by this contract on the Creation as well as, if applicable, the use of the material support of the Creation.

The Assignor guarantees the Assignee against any recourse, action or claim relating to the exploitation of its Creation as provided for in this contract. It is understood that the Assignee will have, in its capacity as the author's economic rights over the Creation, the right to take any legal action, in particular in the event of counterfeiting, at its sole expense, risk and profit.

### **Article 3: Services - Transport, Storage and delivery of the Creation**

If the Creation is pre-selected to be exhibited by the Assignee, the transportation of the Creation for this purpose will be taken care of by the Assignee via the reimbursement of expenses incurred by the Author(s) on a UPS or Chronopost basis.

Its storage, its conditions of exhibition and its possible return to the Author(s) shall be paid for by the Assignee.

### **Article 4: Assignment of the rights on the Creation**

4.1. The Assignor authorizes the Assignee to exhibit the Creation exclusively to the public during the term of the contract, under the conditions and within the framework that the Assignee is free to define.

To do so, the Assignor undertakes to deliver the Creation on the date that will be agreed upon by the Assignee.

The Assignee undertakes to inform the Assignor of the dates and places of exhibition of the Creation and to take the necessary steps to ensure that the Creation is delivered on the date that will be agreed upon by the Assignee.

4.2. The Assignor assigns to the Assignee, on an exclusive basis, all of the Author's economic rights attached to the Creation in accordance with the following terms and conditions:

a. Duration of the assignment:

The assignment is granted for a period of two (2) years, starting from the signature of the present document.

b. Territory of the assignment

The assignment is granted for the entire world.

c. Scope and destination of the rights assigned

The exploitation rights of the Creation assigned by the Assignor to the Assignee include the rights of reproduction, representation and adaptation.

Specifically, the modes of exploitation provided for the reproduction of the Creation include in particular: The right to fix, have fixed, reproduce, have reproduced, record, have recorded, have recorded, filmed, photograph the Creation by all technical processes known or unknown to date and in particular graphic, mechanical, magnetic, electronic, computer, digital, communication processes by all electronic communication networks, on any medium known or unknown to date and on any format and in particular printing products, mechanical, computer and digital media, interactive or not, CD/DVDs, DVD-ROMs, hard disks, USB keys and similar, and more generally all communication media known or unknown to date and in particular on all audiovisual media, or online communication media, in particular the Internet, Intranet, in all definitions and in all formats, and on all media for derivative products, gifts and professional and/or promotional items.

The right to publish, have published, exploit or have exploited, in whole or in part, the reproductions of the Creation and any other exploitation derived from the Creation on any medium known or unknown to date and on any format and in particular printing products, mechanical, computer and digital media, interactive or not, CD/DVD, DVD-ROM, hard disks, USB keys and similar, and more generally any communication media known

or unknown to date, on all media of derivative products, gifts and professional and/or promotional objects, in all definitions and in all formats, audiovisual media, or online communication, in particular Internet, Intranet and by all means of making them available to the public, existing or future, and in particular the means of communication by electronic, audiovisual, digital networks, known or unknown to date. . The right to reproduce the Creation in whole or in part, in particular in press, telecommunications (Television, Telephony), Intranet and Internet media and on all media for derivative products, gifts and professional and/or promotional objects. Specifically, the modes of use provided for the representation of the Creation include in particular: The right to exhibit, to have exhibited, to represent or to have represented the Creation and the images of the Creation to the public for a public presentation, a public projection, a public broadcasting by all modes of communication, means, networks or media, (including Internet, Intranet, telephony), existing or to be discovered and directly during events, and more generally in any public or private place.

The right to represent or have represented, disseminate or have disseminated the Creation and the images of the Creation to the public for a public presentation, public projection, public dissemination on the Internet network, on the Intranet network and any other internal network, by a television broadcast that includes the dissemination by any telecommunication process of images, documents, data and messages of any nature, present and future, by a radio broadcast or a written transcription of the content of the Creation on any paper or electronic publication media. The Assignor also assigns to the Assignee all rights to adapt the Creation and in particular:

The right to reproduce or represent, under the conditions set forth above, all or part of the Creation in an isolated manner by integrating new elements such as **GRAFFART's** brand/logotype on all current or future media and systems in order to meet internal or external communication needs.

The right to create or have created, exploit or have exploited, any derivative work reproducing in whole or in part the image of the Creation for communication needs, for information, promotional or advertising purposes.

The right to move the Creation for its temporary exhibition by the Assignee. The right to bring to the Creation all maintenance or repair measures necessary for its preservation, subject to the Assignor's agreement if these have the purpose or effect of substantially modifying the Creation.

It is understood that the Assignor assigns the copyright to the Assignee for an unlimited number of reproductions and reproductions of the Creation. It is also understood between the parties that the reproductions of the Creation may be sold through the Assignor's website or through any website that the Assignor deems useful and necessary to ensure the promotion and sale of the reproductions of the Creation.

It is also agreed between the parties that the Assignor may create or have created a limited series of the Creation on any medium and in any format within the limit of fifteen (15) copies that the Assignor expressly agrees to sign.

The Parties expressly agree that the Creation is intended to be created in only one (1) original copy.

The Assignee may assign the rights and obligations resulting from this contract to any third party of its choice, provided that the assignment is total and includes all of the obligations subscribed to by the Assignee.

#### d. Assignment price

In consideration of the assignment granted under this contract, the Assignee undertakes to pay the Assignor a sum corresponding to 15% (excluding VAT) of the sale price (excluding VAT) realized as a result of the exploitation of the acquired rights.

The sums due to the Assignor in respect of the exploitation of the rights will be paid once a year and at the latest before the end of December of each year. The payment will be accompanied by the calculation details. The Assignee will keep at the disposal of the Assignor all the accounting proofs allowing verification of the calculated sum.

#### Moral rights

Notwithstanding the assignments granted under the above provisions, the Assignee undertakes to respect the moral rights of the Author of the Creation.

For this reason, and in order to respect the right to the name and authorship, the Assignee agrees that any reproduction and representation of the image of the Creation shall mention its name in an apparent and legible manner.

Exceptionally and only with respect to derivative products, gifts and small professional and/or promotional objects, the Assignor expressly authorizes the Assignee to dispense with such mention insofar as the medium will not technically allow the name of the Author to be mentioned.

Also, with respect to moral rights, the Assignee undertakes to ensure that the work is respected and, consequently, not to distort it when exercising the rights assigned to it.

#### **Article 5: Confidentiality**

The Author(s) shall treat as confidential all documents or information transmitted to them by the Assignee during the design and execution of the Creation and shall take all necessary measures with any person participating in the Creation and/or in the execution of this contract to guarantee this confidentiality.

#### **Article 6: Anticipated termination**

In the event of non-compliance with any clause of the present contract, the injured party may terminate the present contract by registered letter with acknowledgement of receipt after formal notice by registered letter with acknowledgement of receipt remaining ineffective for 15 days and addressed to the defaulting party notwithstanding any damages and interest.

#### **Article 7: Applicable law and attribution of jurisdiction**

French law is applicable to this contract.

In the event of a dispute relating to the validity, interpretation or execution of the present contract, the parties undertake to meet and implement all amicable means to resolve the dispute.

In the absence of an amicable agreement within fifteen (15) working days from the beginning of negotiations, the dispute will be submitted by the most diligent party to the competent courts of the jurisdiction of the Court of Appeal of PARIS.

Done at  
The

In 3 original copies, For the Author

For GRAFFART - Cédric NAIMI