

AGREEMENT OF CESSATION OF RIGHTS REGARDING THE PUBLICATION

Between

SOCIEDADE PORTUGUESA DE OFTAMOLOGIA (Portuguese Society of Ophthalmology - PSO), with registered office at Campo Pequeno, n.º 2, 13.º, 1000-078, Lisbon, with the single number of registration 501364676, herein duly represented by its current President, vested with sufficient powers, hereinafter referred to as “**PSO**”;

And

[_____]
, residing at
[_____]
holder of Citizen Card No [_____], valid until ____/____/____],
tax ID No [_____], hereinafter referred to as the “**Author**” ;

Together referred to as the **Parties**,

Whereas:

- a) PSO is engaged, among other activities, in the promotion and development of Ophthalmology in its various aspects, including without limitation, in the areas of community and prophylactics, assistance and treatment, science, pedagogy and investigation, within the respect for ethics, in order to defend the interests of its members;
- b) The Author is the owner of the article’s copyright.

“ [_____]
_____]”

Therefore, the Parties conclude the Agreement for the Cession of rights over the work called “Perguntas e Respostas em Ergoftalmologia” (Questions and Answers in Ergophthalmology) and for its publication on website ergophtalmology.com, which shall be governed by the following clauses:

1. Subject-matter

- c) The Author is the owner of the article’s copyright.

“ [_____]
_____]”

- 1.1 The Author hereby cedes to PSO, without any territorial restrictions, the rights necessary and adequate for the exploitation of the work and in particular the rights concerning the total or partial reproduction, the distribution, edition, public disclosure and translation, by paper means, including without limitation, in compilations, books, newspapers, and on any digital support or platform aimed at the public.
- 1.2 The Author also authorises PSO to disseminate and publish by the means deemed adequate, including without limitation, through the online bookstore and platforms for the dissemination of digital contents, the above-identified article.
- 1.3 The work is hereby ceded to SPO free of charge.

2. Obligations of the Author:

- 2.1 The Author shall be exclusively and personally responsible for the originality of the work ceded, and PSO shall have no responsibility on this matter.
- 2.2 The Author declares that the work does not contain any deceitful or defamatory statements and does not infringe any intellectual, commercial or industrial property right of any third party.
- 2.3 The Author shall have exclusive responsibility for any rights which may be claimed for the inclusion into his/her work of texts, drafts, drawings or photos of other people's works, and undertakes to pay to third parties any remuneration and/or compensation due to the violation of copyright or to disloyal competition, as well as to compensate SPO for any expenses in which it may incur concerning disputes arising therefrom.
- 2.4 The Author undertakes to deliver the work in a Word text file to SPO, in order for it to be registered, illustrated, translated, reviewed, laid out and prepared to be printed.

3. Obligations of PSO:

- 3.1 PSO undertakes to produce the work, deciding on all the related actions, such as: choice of types of paper, graphic process, translation, as well as edition and promotion of the work.
- 3.2 PSO undertakes to make the work available free of charge to its Members.

4. Image Rights

The Author cedes to PSO, fully and in perpetuity, all the related image rights arising from and concerning the execution of the services under this Agreement, allowing SPO to use and reproduce the Author's name and image for advertising purposes, in any media, by means of any formats and/or platforms.

5. Cession

The Parties agree that none of the Parties can cede, in any way, whether or not in return for payment, their rights and duties in this Agreement without the prior written consent of the other party.

6. Term

This Agreement shall enter into force on the date of its signature and shall have an indefinite duration.

7. Miscellaneous Provisions

7.1 The Parties undertake to fully respect, and to guarantee that their heirs, successors or representatives respect, the conditions and other stipulations contained in this Agreement.

7.2 This Agreement shall be governed by the Portuguese Law.

7.3 Any amendment to this Agreement shall be made in a written document signed by both Parties.

7.4 This Agreement does not establish any legal link of a labour nature or any agency or commercial relationship between the Parties.

7.5 In case of any dispute, disagreement, or difference of opinion between the Parties in relation to this Agreement, the Parties undertake to use their best endeavours, as well as to act loyally and in good faith, favouring direct contact and negotiation for the resolution of potential conflicts, with a view to settle the disputes within 15 (fifteen) days.

7.6 In case the Parties do not reach an agreement in accordance with the preceding paragraph, the disputes in question shall be submitted to the jurisdiction of the courts of Lisbon, to the exclusion of any other.

Done in duplicate, in Lisbon, on _____.

Actual President of Portuguese Ophthalmology Society

Author
