

GENERAL CONDITIONS CONCERNING COPYRIGHTS

The Conseil International des Grands Réseaux Electriques, an association under the law of 1 July 1901, designated by the acronym CIGRE, is led in connection with its activities to distribute its technical publications throughout the world and to publish reviews, including Electra.

It may also, and in particular, translate the publications and articles included therein and publish extracts for inclusion in varied brochures and any similar publications.

Article 1 – Application of the General Conditions Concerning Copyrights

The present General Conditions Concerning Copyrights (hereinafter designated as the “CG”) have the following purposes:

- determine the scope and the nature of the rights held by the CIGRE to the works that it creates and/or exploits;
- establish the conditions and the procedures pursuant to which:
 - the CIGRE may be led to grant to a third party (hereinafter designated as “the LICENSEE”) all or part of the property rights with which it is invested, under article L. 113-5 of the Code of Intellectual Property, with respect to a collective work defined in article 2 of these presents,
 - a third party may be led to transfer, to the CIGRE, all or part of the property rights that he owns or with which he is invested in connection with works as defined in article 2 of these presents;
 - a third party may be led to grant, to the CIGRE, all or part of the property rights that he owns or with which he is invested in connection with works as defined in article 2 of these presents;

The present CG may be supplemented by special conditions the models of which are attached in an appendix.

Article 2 – Definitions

2.1. The term “Individual work” is defined, as opposed to “plural work”, as a work created by a sole author, and not by several co-authors.

2.2. The term “Composite work” refers, pursuant to the provisions of paragraph 2 of article L. 113-2 of the Code of Intellectual Property, to a new work in which a pre-existing work is incorporated without the collaboration of the author of the latter.

2.3. The term “collaborative work” refers, pursuant to the provisions of paragraph 1 of article L. 113-2 of the Code of Intellectual Property, to a work to the creation of which several individuals have contributed.

2.4. The term “Collective work” refers, pursuant to the provisions of paragraph 3 of article L. 113-2 of the Code of Intellectual Property, to a work created at the initiative of an individual or of a legal entity that edits it, publishes it and discloses under its direction and in its name, and in which the personal contribution of the various authors taking part in development thereof is merged into a whole in view of which it is conceived, without its being possible to assign a distinct right to the whole that is produced to each of them.

2.5. The term “property rights” designates the economic prerogatives that organize the legal right of the author or of his beneficiary to the work and which make it possible to determine the conditions regarding exploitation thereof. In particular it includes the representation and reproduction rights as defined in points 2.6 and 2.7 of the present clause. This list is indicative only, and not exhaustive.

2.6. The term “right of representation” refers, pursuant to the provisions of article L. 122-2 of the Code of Intellectual Property, to communication of the work to the public by means of any process whatsoever, and in particular:

- by public recitation, public presentation, public showing and transmission in a public place of the televised work;
- by televising, digital network (Internet).

These rights apply to any representation medium and technique. The listing of such representation processes is provided for indicative purposes only, and is not exhaustive.

2.7. The term “right of reproduction” refers, pursuant to the provisions of article L. 122-3 of the Code of Intellectual Property, to physical fixing of the work by any processes that make it possible to communicate it to the public indirectly. This may be done, in particular, by printing, drawing, engraving, photography, molding and any processes used in the graphic and plastic arts, mechanical, cinematographic, magnetic or digital recording. The said right includes the right to adapt and to translate all or part of the work, in any languages, for any use. The said rights apply to any representation medium and technique. The listing of the said reproduction processes is provided for indicative purposes only, and is not exhaustive.

2.8. The term “non-pecuniary right” refers to all non-pecuniary prerogatives enabling the author to defend his personality as expressed in the work he has created. Pursuant to the provisions of article L. 121-1 of the Code of Intellectual Property, the author holds the right to ensure respect for his name, his status and his work. This right is attached to his person. It is perpetual, inalienable and indefeasible. The non-pecuniary right includes four types of prerogatives, namely the right of disclosure,

the right to authorship, the right to respect for the work and the right to change his mind or withdraw, as defined in points 2.9 to 2.12 of the present clause.

2.9. The term “right of disclosure” designates, pursuant to the provisions of article L. 121-1 of the Code of Intellectual Property, the author’s right to decide on the time, the process and the conditions for communicating his work to the public.

2.10. The term “right of authorship” enables the author, in particular, to demand and to claim, at any time, a mention of his name and of his status in any procedure regarding publication of his work. Furthermore any user of the work under a convention must indicate the author’s name, it being specified that this right does not in any way constitute an obstacle to anonymity or to use of a pseudonym.

2.11. The term “right to respect for the work” enables the author to oppose any modification that might distort his work. This duty to respect the work is binding both on the assignee of the use rights and on the owner of the material support of the work.

2.12. The term “right to change one’s mind or of withdrawal” enables the author, notwithstanding the transfer of his use rights, to put an end to exploitation of his work or of the transferred rights, as long, pursuant to the provisions of article L. 121-4 of the Code of Intellectual Property, as he indemnifies his co-contracting party for the prejudice suffered.

Article 3 – Ownership of the property rights

3.1. The CIGRE is invested, pursuant to the provisions of article L. 113-5 of the Code of Intellectual Property, with the author’s rights, including the property rights, to all of the collective works created at its initiative, edited, published and disclosed by it, under its direction and in its name.

In this connection, the CIGRE is invested in particular with the rights to:

- all of the technical brochures and all of their derivative forms;

3.2. In case a third party transfers the property rights that he holds to a work to the CIGRE under a special agreement concluded as a complement to these presents, the CIGRE shall hold unrestricted and entire possession of the transferred rights.

3.3. In case the CIGRE grants property rights of which it has had ownership since the origin of the work to a LICENSEE, at the latter’s explicit request, it retains the said legal title. The license does not bring about any transfer of ownership from the CIGRE to the LICENSEE, but rather grants it a simple authorization to use the rights as granted under a special agreement concluded as a complement to the present CG.

Article 4 – Ownership of the non-pecuniary rights

4.1. The CIGRE is the custodian of the non-pecuniary rights to its collective works because of its legal investiture. Each of the contributors to the collective works of which CIGRE holds ownership retains only a non-pecuniary right limited to his contribution to the collective work.

4.2. Subject to the stipulations of point 4.1. of the present clause, the authors have the non-pecuniary right to be identified as authors of a work that they have created.

Article 5 – Procedures regarding transfer of rights

5.1. A contributor to one of the collective works mentioned in article 3.1 above transfers to the CIGRE, which accepts, all or part of the individual property rights that he might hold to the work, if any. In that connection, the Special Conditions Concerning Transfer of Copyrights attached in Appendix 5.1 are regularized between the parties.

5.2. The transfer of copyrights is granted free of charge, and the author explicitly waives any right to receive property rights in connection with exploitation of his work, saving an explicit provision to the contrary in the Special Conditions Concerning Transfer of Copyrights.

5.3. The transfer of the rights is concluded for all countries, in the absence of an explicit provision in the Special Conditions Concerning Transfer of Rights, which then defines the place(s) of the exploitation in question.

5.4. The transfer of the copyrights is made for the duration of literary property rights under French law and the international conventions in force, in the absence of an explicit provision to the contrary in the Special Conditions Concerning Transfer of Copyrights.

5.5. The transfer of the copyrights is made on an exclusive basis.

5.6. The author declares that he is the one and only holder of the copyrights to the work that is the object of the transfer or holds all of the rights to the work that is the object of the transfer with a view to these presents, and he warrants the CIGRE for unrestricted and full possession of all covenants of the rights that are the object of the contract, against any disturbance, claims or eviction of any nature whatsoever. He declares, in particular, that his work is original and does not contain any borrowings from another work for which the CIGRE could be held liable. In case of a protest by a third party concerning the rights to the work, the author undertakes to provide CIGRE, at its first request, with his entire legal support.

5.7. The CIGRE shall be entitled, due to the effect of the transfer, to take steps against any exploitation without the author's authorization, in any form whatsoever, of the work that is the object of the contract, particularly by incorporation, saving an explicit condition to the contrary in the Special Conditions Concerning Transfer of Copyrights.

5.8. The transfer does not lay any obligation on the CIGRE to exploit the work. The CIGRE remains free to make or not make, distribute or not distribute, copies of the work.

Article 6 – Procedures regarding licensing copyrights to the benefit of any interested party.

6.1. At the explicit and written request of any interested party (the LICENSEE), the CIGRE may grant a non-exclusive license bearing on the property rights that it holds, as those rights are explicitly identified in the Special Licensing Conditions attached in Appendix 6.1.

6.2. The purpose/use of the rights granted is strictly limited to the one defined in the Special Licensing Conditions. Hence any other use/purpose of the said rights must be specified in new Special Licensing Conditions. It is explicitly agreed that the LICENSEE agrees not to correct, personally, any anomaly of any nature whatsoever, the CIGRE alone retaining that right.

6.3. The license is granted without any guarantee other than as concerns the material existence of the work. It does not entail any transfer of ownership of CIGRE's rights to the LICENSEE's benefit, but simply authorizes the latter to use the rights defined in the Special Licensing Conditions.

6.4. The license is concluded for a period ending on the date set in the Special Licensing Conditions. That period ends on that date without any formalities or notification served by the CIGRE. It may not be renewed or extended without conclusion of a new special agreement taking the form of new Special Licensing Conditions, by the CIGRE.

6.5. The license is non-exclusive.

CIGRE is and remains the sole holder of all of the property rights to the work, pursuant to the provisions of article L. 113-5 of the Code of Intellectual Property, already existing or to come. The CIGRE is and remains free to exploit the said rights. At any time and in any way whatsoever, it may, in its sole discretion, use or authorize any third parties to use the rights granted for any purpose whatsoever.

6.6. The license is granted free of charge, saving an explicit provision to the contrary in the Special Licensing Conditions.

6.7. Whatever their medium may be and under the conditions of these presents and of the licensing contract, the LICENSEE shall see to it that the authorized publications name CIGRE as depositary of the copyrights by application of the provisions of article L. 113-5 of the Code of Intellectual Property. The LICENSEE shall place the symbol © on the publications or, at its choice, the word "copyright", followed by CIGRE's name and by an indication of the date of initial publication.

The LICENSEE undertakes to use the copyrights granted to it only strictly within the limits of the provisions of the licensing contract. Any act by the LICENSEE not covered by the licensing contract would therefore constitute an infringement and would justify proceedings by the CIGRE.

Any act of infringement or act that could be characterized as such resulting from the doing of third parties and coming to the LICENSEE's attention must be reported by it to the CIGRE, which will see to the appropriate proceedings.

6.8. The LICENSEE's rights are personal and may not be transferred, transmitted, assigned or sublicensed to any other party and in any other connection whatsoever, directly or indirectly, in whole or in part, with or without a valuable consideration.

6.9. Without prejudice to any recourse available to CIGRE by means of any legal proceedings, it shall be entitled to terminate the licensing contract, effective immediately by sending a written notification to that end to the LICENSEE if:
- the LICENSEE uses the copyrights granted in a way contrary to the terms and conditions of these presents;
- the LICENSEE makes any use whatsoever of the other copyrights of which the CIGRE is the depositary and which have not been granted under the terms and conditions of these presents.

Article 7 – Authorization procedures regarding use of copyrights to CIGRE's benefit

7.1. The author of a work other than one of the collective works mentioned in article 3.1 above grants to the CIGRE, which accepts, all or part of the individual property rights to the work from which he might benefit, if the case arises. In that connection the Special Conditions Concerning Authorization of Use of Copyrights attached in Appendix 7.1 is regularized between the parties.

7.2. The authorization for the use of copyrights is granted free of charge, and the author explicitly waives any right to call on property rights to exploitation of his work, saving an explicit provision to the contrary contained in the Special Conditions Concerning Transfer of Copyrights.

7.3. The authorization to use rights is granted for all countries, saving an explicit provision in the Special Conditions Concerning Use of Rights, which then defines the place or places of the use in question.

7.4. The authorization for use of copyrights is granted for the duration of the literary property rights pursuant to French law and the international conventions in effect, saving an explicit provision in the Special Conditions Concerning Use of Copyrights, which then defines the place or places of the use in question.

7.5. The authorization of use of the copyrights is granted on a non-exclusive basis.

7.6. The author declares that he is the one and only holder of the copyrights to the work that is the object of the authorization or holds all of the rights to the work that is the object of the authorization with a view to these presents, and he warrants the CIGRE for unrestricted and full possession of all covenants connected with the rights that are the object of the contract against any disturbance, claims and evictions of any nature whatsoever. In particular, he declares that his work is original and does not contain any borrowings from any other work for which the CIGRE could be held liable.

In case a protest concerning the rights to the work is made by a third party, the author authorizes the CIGRE, without any advance and written authorization, to file any proceedings for infringement. The author undertakes to provide the CIGRE, at its first request, with all legal support.

7.7. The authorization for use of the copyrights does not lay any obligation on the CIGRE to exploit the work. The CIGRE remains free to produce or not produce and to disseminate or not disseminate copies of the work.

Article 8- Effective date - Duration

The CG are applicable immediately and apply to all works created or exploited under CIGRE's aegis.

The CG are concluded for the duration of literary property rights under French law and the international conventions in effect.

Article 9 – Applicable law and assignment of jurisdiction

The present CG as well as the special conditions to which reference is made are governed and interpreted pursuant to French law. The parties shall attempt to reach a friendly settlement of any dispute resulting from interpretation or execution thereof. Failing that, any dispute shall be submitted to the sole jurisdiction of the competent courts of the district of the Court of Appeals of Paris.

In the event of an ambiguity between the English version and the French version, the French version shall prevail.

Done in [New Delhi, India], on [15th July 2020],

All provisions read and accepted.

Santosh Kumar Jain

CIGRE
Represented by

Signatory

(Signature preceded by the handwritten indication "Lu et accepté dans toutes ses dispositions") (All provisions read and accepted)