

## **COPYRIGHT TRANSFER AGREEMENT FOR THE SOSYALFEST SOCIAL MODEL DESIGN COMPETITION**

This Copyright Transfer Agreement is concluded on..... [Date] by and between Karabuk University, located at Kılavuzlar Mahallesi, 413. Sokak, No: 7, Merkez/Karabuk (hereinafter referred to as the "Transferee"), and..... [Full Name and Address of the Transferor] (hereinafter referred to as the "Transferor").

**Title of the Social Model Design Submitted to the Sosyalfest Social Model Design Competition:** .....

**Category of the Social Model Design Competition:** .....

**Name(s) of the Creator(s) of the Social Model Design (in order):** .....

**National ID Number:**

**Phone:**

**Email:**

**Mobile Phone:**

The work mentioned above (hereinafter referred to as the "Work") submitted to the Sosyalfest Social Model Design Competition under the specified category and title, was uploaded by the Transferor to the application system to be exhibited and presented within the scope of Sosyalfest, and to be printed and published in physical media, transmitted and published in digital platforms. The Work or any part thereof may also be used by Karabuk University for educational, promotional and awareness-raising purposes, including but not limited to posters, catalogs, brochures and digital media, in accordance with the relevant provisions of the Law No. 5846 on Intellectual and Artistic Works.

### **I - DEFINITIONS**

- a) **Sosyalfest:** Türkiye's first national and international social sciences festival, organized to initiate a national movement in social sciences by increasing interest in solving social problems through innovative or solution-oriented approaches involving various stakeholders, including social model design competitions, social events, panels, and other activities.
- b) **Transferee:** The Rectorate of Karabuk University.
- c) **Transferor:** The person(s) who submit a Work in any category of the Sosyalfest Social Model Design Competition.
- ç) **Work:** The social model design submitted to any category of the Sosyalfest Social Model Design Competition.

### **II - TRANSFERRED WORKS**

The Work submitted in the (.....)aforementioned category of the Sosyalfest Social Model Design Competition is included in the application file.

The Transferor agrees and undertakes to deliver all related documents of the Work to the Transferee upon the signing of this agreement.

### **III - TRANSFERRED RIGHTS**

The Transferor holds the ownership rights to the Work titled above, submitted to the Sosyalfest Social Model Design Competition. The Transferor hereby transfers unconditionally and without reservation to Karabuk University the following rights for use both domestically and internationally:

- a) The rights to exhibit, present, print, publish, and distribute the Work or parts thereof in digital platforms and printed materials within the scope of Sosyalfest,
- b) The rights to process, reproduce, distribute, represent, and transmit the Work or parts thereof to the public via signals, sound, or image tools for educational, promotional, and awareness-raising activities of Karabük University, including brochures, catalogs, posters, and all digital and physical media as stipulated in the relevant articles of Law No. 5846.

The Transferor declares and undertakes that they have no rights, claims, or objections regarding the usage of the Work by the Transferee and will not demand any material or moral compensation.

### **IV - REPRESENTATIONS AND WARRANTIES BY THE TRANSFEROR**

The Transferor declares and undertakes that:

- a) The Work has not been previously published anywhere,
- b) The Work has not been accepted for publication,
- c) The Work has not been submitted to any other competition,
- ç) The Work is an original creation developed entirely by the Transferor(s) through their own creative efforts,
- d) All authors accept full responsibility for the Work,
- e) All authors have seen and approved the final version of the Work,
- f) The Work does not infringe upon the copyright or intellectual property rights of any third party,
- g) In the event that any claim of ownership or copyright is brought by a third party, the Transferor shall cover all legal expenses, attorney's fees, and any damages or penalties awarded, and compensate the Transferee for any direct or indirect damages incurred.

## **V - TERMINATION**

If the Transferor violates Article IV or any other clause of this agreement, the Transferee reserves the right to terminate the agreement and claim damages resulting from such violation.

## **VI - DISPUTE RESOLUTION**

Any legal disputes arising from or related to this agreement shall first be attempted to be resolved in good faith between the parties. The right to pursue legal remedies is reserved. In case of legal proceedings, Karabuk Courts and Enforcement Offices shall have jurisdiction.

## **VII - GENERAL PROVISIONS**

**A) Notices:** All notices related to this agreement shall be sent to the addresses stated above. Notices sent to these addresses shall be considered legally binding even if received by unauthorized persons or not received at all. Changes in address must be communicated in writing within .....[number] days.

**B) Amendment:** This agreement may only be amended through mutually signed supplementary agreements. Oral or written statements otherwise shall not be considered amendments.

**C) Entire Agreement:** The invalidation or amendment of any provision of this agreement does not affect the validity of the rest.

**D) Waiver of Rights:** Failure to exercise any right under this agreement within the specified time does not constitute a waiver of that right.

**E) Governing Text:** The Turkish language version of this Agreement constitutes the master text. Even if this English version of the agreement is executed (signed), it is understood to be only a translation of the Turkish master text. In the event of any difference in interpretation, conflict, or dispute between the parties, the Turkish text shall be binding and prevail under all circumstances, regardless of which language version is executed.

This agreement is drawn up in two copies and signed mutually on .../.../2024.

**TRANSFEE**

Karabuk University

**TRANSFEROR**

[Signature & Full Name]