

## **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").

### **Application to the Sosyalfest Social Model Design Competition**

**Title of the Social Model Design:** .....

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

### **Designers of the Social Model**

**Full Name(s)** (in the order listed in the model design): .....

**Turkish ID Number:**

**Telephone:**

**E-mail:**

**Mobile Phone:**

Sosyalfest Social Model Design Competition in the ..... category, the work for which the application is submitted—whose title and the names of the designers are specified above (hereinafter referred to as the **Work**)—has been uploaded by the copyright holder (the **Transferor**) to the application system for the purposes of conducting project exhibitions and presentations within the scope of Sosyalfest; printing and publishing the work as printed materials; transmitting and publishing it on digital platforms; and enabling Karabük University to process, reproduce, distribute, perform, and communicate to the public the whole or any part of the work through signs, sound, or image transmission, in accordance with the relevant provisions of Law No. 5846 on Intellectual and Artistic Works, for use in events, education and training, promotion, and awareness-raising activities, including but not limited to posters, catalogs, brochures, and all kinds of promotional materials, as well as on digital platforms.

### **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 – WORKS SUBJECT TO TRANSFER**

Sosyalfest Social Model Design Competition, in the ..... category, the sample of the Work for which the application has been submitted and whose Social Design Model title is stated above is included in the competition application file.

The Transferor accepts and undertakes to deliver the documents related to the Work to the Transferee upon the signing of this Agreement.

## **III – TRANSFERRED RIGHTS**

The Transferor holds the ownership rights to the Work whose Social Design Model title is stated above and which has been submitted to the Sosyalfest Social Model Design Competition in the ..... category. The Transferor hereby transfers to Karabük University, unconditionally and without reservation, valid both domestically and internationally:

a) The rights to conduct project exhibitions and presentations of the Social Model Design/Work within the scope of Sosyalfest, and to print and publish the Work as printed materials, as well as to transmit and publish it on digital platforms;

b) The rights to process, reproduce, distribute, represent, and communicate to the public—by means of signs, sound or image transmission tools—as stipulated in the relevant articles of the Law on Intellectual and Artistic Works No. 5846, whether in whole or in part, the Social Model Design/Work, for use by Karabük University in events, education and training, promotion, and awareness-raising activities, including but not limited to posters, catalogs, brochures, all kinds of promotional materials, and digital media.

The Transferor accepts, declares, and undertakes that, within the scope of Sosyalfest, the Transferee has the authority to use and benefit from the Work in the manner and within the scope specified above under this Agreement; that the Transferor has no rights, claims, or objections in this regard; and that the Transferor shall not claim any material or moral compensation from the Transferee.

## **IV – ACCEPTANCE STATEMENT AND UNDERTAKINGS GIVEN BY THE TRANSFEROR**

The Transferor hereby accepts, declares, and undertakes that:

a) The Work has not been published anywhere previously;

b) The Work has not been accepted for publication;

- c) The Work has not been submitted to any other competition for evaluation;
- ç) The Work is the original work of the applicants and has been developed solely and entirely by them through their own creative efforts;
- d) All applicants assume full responsibility for the Work;
- e) All applicants have seen and approved the final version of the Work;
- f) The Work does not infringe upon any copyright or other intellectual property rights of third parties;
- g) In the event that any third party asserts a claim of ownership or authorship regarding the Work, the Transferor shall bear, in advance, all judicial expenses, attorneys' fees, and, if adjudged at the conclusion of legal proceedings, all compensation, penalties, and other payments, as well as indemnify the Transferee for any and all damages and losses incurred or to be incurred by the Transferee as a result.

## **V-TERMINATION**

In the event that the Transferor breaches Article 4 of this Agreement or any other provisions thereof, the Transferee shall have the right to terminate the Agreement. In such a case, the Transferee reserves the right to claim all losses and damages incurred due to breach of contract.

## **VI-SETTLEMENT OF DISPUTES**

All legal disputes arising from or that may arise out of this Agreement, including its existence, validity, and termination, shall primarily be resolved between the parties in accordance with the principles of good faith and honesty. The parties' rights to seek legal remedies are reserved. In the resolution of all legal disputes arising from or that may arise out of this Agreement, the Courts and Enforcement Offices of Karabük shall have jurisdiction.

## **VII-GENERAL PROVISIONS**

### **A) Notifications:**

All notifications related to this Agreement shall be sent to the addresses specified in the introductory section. It may not be alleged that notifications sent to these addresses were received by unauthorized persons, and even if they are not received, such notifications shall give rise to the legal consequences of a valid notification. The Parties are obliged to notify each other in writing of any change of address within ..... days.

### **B) Amendment of the Agreement:**

The provisions of this Agreement may only be amended by supplementary agreements mutually signed by the Parties. No other written or oral statement shall be deemed to constitute an amendment to this Agreement.

**C) Entire Agreement:**

Waiver, cancellation, invalidation, or amendment of any provision of this Agreement shall not be construed as cancellation of the Agreement as a whole.

**D) Exercise of Rights:**

Failure to exercise any right arising from this Agreement within the prescribed period shall not be deemed a waiver of such right.

**E) Governing Text:**

The legally governing and authoritative text of this Agreement is the Turkish version. Even if the English version of the Agreement is signed, this shall not alter the fact that the English text is merely a translation of the Turkish original. In the event of any difference in interpretation, inconsistency, or dispute between the Parties, regardless of the language of the signed text, the Turkish text shall in all cases be binding and prevail.

This Agreement has been executed mutually in ..... copies on .../.../2024.

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TRANSFEROR

KARABÜK ÜNİVERSİTESİ