

—Non-binding courtesy translation—

Please note that applicants must fill out and sign the **FRENCH VERSION** of this document

CONVENTION  
PROGRAMMES D'AIDE A LA PUBLICATION/AIDE A LA CESSION  
PUBLICATION ASSISTANCE PROGRAMS/FUNDING FOR ACQUISITION OF RIGHTS EXPENSES OR LICENCE FEE

Between the Institut français, 8-14 rue du Capitaine Scott 75015 Paris, represented by its President,  
Mr Pierre Buhler

And

the publisher [local publisher]:

Located at:

Represented by:

It has been agreed as follows:

**Article 1 - Purpose of Agreement**

After consideration of the projects submitted to its commission as part of its Publication Assistance Programs, the Institut français agrees to grant financial support to the local publisher for the publication and translation of the following work:

Book title:

Author:

French publisher:

Planned release date:

Initial circulation:

Duration of assignment:

Geographical scope of the assignment (world /regional rights...):

Type of assignment:

French to translation

or

French to French

**Article 2 - Financial Provisions**

This assistance will cover:

the advance due for the acquisition of rights

the lump sum corresponding to the assigned rights

the iconography rights

Total amount of the acquisition of rights (in euros):

[Part reserved for the Institut français]

Amount granted:

Full Support

Partial Support

This grant will be paid by the Institut français to the French publisher upon presentation by the local publisher of the copy of the assignment rights contract signed and dated by both parties, the balanced budget duly signed, and the French publisher's invoice corresponding to the amount granted. Documents must be sent to the Institut français within two months following the commission. In the event that the documents are not sent within this timeframe, the Institut français reserves the right to cancel the assistance granted.

### **Article 3 - Obligations of the contracting party**

The local publisher agrees to include the following statement in the first pages of the book: "Cet ouvrage a bénéficié du soutien des Programmes d'aide à la publication de l'Institut français." and to provide the Institut français [at the address mentioned above] with one printed copy of the book, as well as an HD scan of the book cover and page mentioning the support of the Institut français, to be sent by email.

### **Article 4 - Copyright / Intellectual property**

The local publisher certifies being in good standing vis-à-vis the copyright legislation, and that it has attended to all issues regarding the settlement of such rights inherent to this operation. The local publisher and the Institut français agree to adhere to the terms of the March 11, 1957 law on literary and artistic property. The publisher will inform the French Publisher of the grant request made to the Institut français.

### **Article 5 - Termination - Cancellation - Adjournment**

Should the project be definitely postponed or remain uncompleted without any fault on the part of the local publisher and to the exception of cases of force majeure, the publisher will issue a statement for the paid expenses covered by the terms of the contract with the Institut français. An account statement will be provided, and any amounts paid in excess to the local publisher will be returned to the Institut français. In the case of an adjournment of the translation and publication of the book for reasons beyond the control of the local publisher, both parties agree to continue their collaboration without any compensation from either party.

### **Article 6 - Force Majeure**

The responsible parties shall not be liable if failure to fulfill the contract requirements results from events or incidents beyond one's reasonable control; events or incidents that make it impossible to achieve partial or total completion of the project. The following will be considered as such events or incidents: the implementation of a law, decree or regulation (including European directives and regulations); - war, civil war or terrorism, fire, storm or flood , epidemics, earthquake, nuclear or chemical accident including radiation - strike preventing the normal functioning of the translation and publication of the book - political events in France and/or the country in which the project is implemented. If a force majeure event prevents the parties from performing all or part of their obligations, the parties will not be required to fulfill further obligations, without prejudice to actions already taken toward completion of the project.

### **Article 7 - Contract Fulfillment and Litigation**

Should one of the articles of this agreement not be respected by the local publisher, the Institut français reserves the right to reconsider its participation in the project by asking to recover the aid already granted. Any dispute arising from this contract shall be settled through direct negotiations and any litigation regarding the validity, interpretation or execution of this contract which cannot be settled amicably shall be brought before the competent courts of Paris.

The present agreement is made in two original copies signed by each party.

Signature should be preceded by the words "Lu et approuvé" (Read and approved)

Paris, date:

For the Institut français  
Pierre Buhler

For the local publisher