**DRAFT**

**AGREEMENT**

**ON THE TRANSFER OF COMPETITION DESIGN TO STATE PROPERTY AND THE ASSIGNMENT OF COPYRIGHT AND OTHER RIGHTS**

Entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between:

1. Government of Montenegro - Ministry of Economy, Rimski trg br. 46 Podgorica TIN 02010780 represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one hand, as a Contracting Authority,
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, as the Author.

**Article 1**

The subject of the Agreement is the regulation of mutual rights and obligations of the Contracting Parties in connection with the transfer of the competition design to the ownership of the State of Montenegro, with the permanent assignment of copyright and other property rights arising from the copyrighted work "Competition Design of the Visual Identity (Logo and Slogan) of the Nation Brand of Montenegro" selected at an international public competition, which is attached to this Agreement.

**Article 2**

Under this Agreement, the Contracting Authority shall become the permanent owner of the copyrighted work referred to in Article 1 of this Agreement, which shall be entitled to further use and grant it without additional authorizations or restrictions by the Author, or without any limitation, in time, content or spatial sense.

The Author cannot, under any circumstances, limit the rights of the Contracting Authority regarding the copyrighted work.

**Article 3**

Following the conclusion of this Agreement, the Author may, solely for the purpose of presenting his work, with the prior consent of the Contracting Authority, use the copyrighted work referred to in Article 1 of this Agreement.

**Article 4**

The Author guarantees that he is the sole author of the proposed design, that the proposed design has not been publicly announced so far, nor at the moment of concluding this Agreement was in any use in Montenegro or abroad, that he is the exclusive owner of all components of the proposed design, and that no third party shall claim any right to dispose of the proposed design, which would in any way prevent the State from disposing of the rights acquired by the competition, in the opposite all obligations arising from the claims of third parties shall be borne by the Author.

**Article 5**

The Contracting Authority undertakes to pay to the Author an amount of EUR 10,000.00 (in words: ten thousand euros) as compensation for the creation of copyrighted work.

The Author shall be deemed to be satisfied in full by the specified amount of the compensation, and shall not be entitled to request additional payments or any property claim against the Contracting Authority, on any grounds.

**Article 6**

The Contracting Authority shall be entitled to transfer the copyrighted work referred to in Article 1 of this Agreement for further use, without prior permission of the Author.

**Article 7**

The Court in Podgorica shall be competent for any disputes arising out of this Agreement.

**Article 8**

The Contracting Parties agree that, in addition to the provisions of the Agreement, their respective rights, obligations and responsibilities shall also be subject to the relevant provisions of the Law on Trademarks.

**Article 9**

The Agreement is made in 5 (five) identical copies, each signed and certified copy representing the original. The Author of the selected visual identity design (logo and slogan) of the nation brand of Montenegro shall retain 2 (two) copies for his needs, whereas the Contracting Authority shall retain 3 (three) copies, one of which shall be submitted to the Intellectual Property Office, along with the request for the application for the transfer of rights.

**On behalf of the Contracting Authority Author**

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