

CONTRIBUTOR TERMS AND CONDITIONS

1. Definitions and interpretation

1.1 In this Agreement:

“**Agreement**” means the Submission Form and these terms and conditions

“**Article**” means the article described in the Submission Form;

“**Fee**” means the fee payable by the Contributor to the Publishers under this Agreement, as detailed in the Submission Form;

“**Intellectual Property Rights**” means all existing and future intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights and rights in designs);

“**JECM**” means the Journal of Energy Challenges and Mechanics, which is an e-journal owned and published online by the Publishers currently at www.nscj.co.uk/JECM/;

“**Rights**” means all copyright and other Intellectual Property Rights in the Article in the world (excluding the Third Party Rights);

“**Submission Form**” means the Article Submission Form for Contributors signed by the Contributor to which these terms and conditions are attached;

“**Third Party Rights**” means any rights in works, materials and contributions detailed in the Submission Form.

1.2 The ejusdem generis rule does not apply to the interpretation of this Agreement.

1.3 Where the context permits, references to the “Contributor” will include the Contributor’s administrators, executors and permitted assigns. Further, if there is more than one individual Contributor, then references to “Contributor” will be interpreted as all the Contributors, jointly and severally.

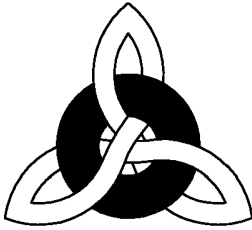
2. Assignment of rights

2.1 The Contributor hereby assigns to the Publishers with full title guarantee all the existing and future Rights.

2.2 The Rights assigned to the Publishers under Clause 2.1:

(a) are assigned for the whole term of such Rights together with all reversions, revivals, extensions and renewals; and

(b) include the right to bring proceedings in respect of, and recover any damages or benefit from any other remedies in respect of, any infringement of the Rights pre-dating this Agreement.



- 2.3 The Publishers may from time to time grant to the Contributor a licence to re-publish the Contribution upon such terms as the Publishers may specify. Where the Contributor requests such a licence, the Publishers will not unreasonably refuse to grant the licence.
- 2.4 The Publishers' obligation to include the Article in the JECM is conditional upon:
- (a) all Third Party Rights being cleared for publication to the reasonable satisfaction of the Publishers;
 - (b) there being no breach or suspected breach of the warranties in Clause 4.1; and
 - (c) payment by the Contributor of the Fee pursuant to Clause 5.

3. Permissions and releases

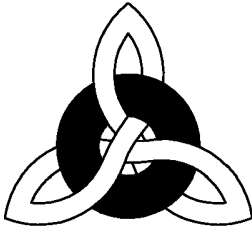
- 3.1 The Contributor will be solely responsible for obtaining all permissions (including in respect of the Third Party Rights) required for the exploitation of the Article by the Publishers in accordance with the terms of this Agreement, and the Contributor will, within 5 days of the date of this Agreement, obtain and provide to the Publishers written copies of all such permissions.
- 3.2 The Contributor will pay all third party costs relating to permissions sought and/or obtained for the purposes of this Agreement.
- 3.3 Where the Contributor has presented at any of the Publishers' conferences and/or been interviewed by or on behalf of the Publishers, the Contributor agrees that:
- (a) any slides from the presentation may be reproduced;
 - (b) photographs of the Contributor may be taken
 - (c) video recordings of the Contributor and his/her presentation may be made and distributed;
 - (d) audio recordings of Contributor and his/her presentation may be made and distributed

and may be used, copied, published, streamed and/or otherwise issued or communicated to the public (in various media) without territorial restriction by the Publishers, agents and licensees, for public performances (for example training courses and events), on the Publishers' website, in the Journal, on any proxy websites (including but not limited to the Publishers' YouTube channel) and in supporting publications (the "**Agreed Purposes**").

- 3.4 The Contributor confirms that his/her materials have the appropriate copyright clearance for the Agreed Purposes. The Contributor warrants that the Publishers need no other permissions than this in order to use the reproductions, photographs and/or recordings, as applicable, for the Agreed Purposes.

4. Contributor's warranties and indemnity

- 4.1 The Contributor warrants, represents and undertakes to the Publishers that:



- (a) he or she is entitled to enter into this Agreement;
- (b) neither the terms of this Agreement nor their fulfilment will contravene any legal restriction (including any contractual restriction) upon the Contributor;
- (c) the Article is the original work of the Contributor and the Contributor is the sole author of the Article and, immediately prior to the assignment in Clause 2.1, the sole owner of the Intellectual Property Rights in the Article (apart from the Third Party Rights and any copyright material not owned by the Contributor which is included in the Article with the copyright owner's permission);
- (d) the Article has not, and no substantial part of the Article has, been previously published or distributed in the world; and
- (e) the Article does not and the publication of the Article in JECM will not breach any law or regulation, infringe any person's Intellectual Property Rights or other legal rights, or give rise to any cause of action against the Publishers or the Contributor or any other person (including any defamatory action).

4.2 The Contributor will indemnify and keep indemnified the Publishers in respect of all losses, damages, costs and expenses (including legal expenses and any amounts paid by the Publishers on legal advice in settlement of any claim) arising out of any breach of the warranties, representations and undertakings given in this Clause 4 and any alleged breach of the warranty in Clause 4.1(e).

5. Fee and taxation

5.1 The Contributor will pay the Fee to the Publishers within 7 business days of the date of this Agreement. Such amount must be paid by electronic transfer to Publishers' bank account, details as follows:

1) Bank Transfer:

North Sea Conference & Journal

Account Number:

IBAN: GB79MIDL40012561403699

SWIFT/BIC code: MIDLGB22

2) UK Bank Transfer

Account Name:

North Sea Conference & Journal

Sort Code: 40-01-25

Account number: 61403699

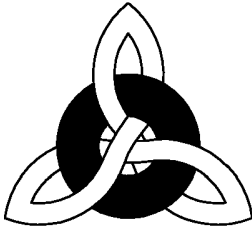
3) Paypal (details available on request)

The Contributor must send an email confirming such electronic transfer to jecm@nscj.co.uk

5.2 The Fee and other payments under this Agreement are exclusive of VAT (unless stated otherwise).

6. Moral rights

6.1 The Contributor asserts his or her right to be identified as the author of the Article, and the Publishers will include a notice of that assertion in every copy of any work incorporating the Contribution (and will require licensees of Rights under this



Agreement to include a notice of that assertion in every copy any work incorporating the Contribution).

6.2 The Contributor hereby waives his or her right to object to the derogatory treatment of the Article.

7. Term and termination

7.1 This Agreement will come into force on the date the Submission Form has been signed, and may only be terminated in accordance with its express terms.

7.2 Either party may terminate this Agreement by giving written notice to the other party if the other party commits a material breach of any of the terms of this Agreement.

8. Effects of termination

8.1 Termination of this Agreement will not affect either party's accrued rights as at the date of termination, and will not revert any assignment to the Publishers of rights existent before effective termination.

8.2 The following provisions of this Agreement will continue to have effect following termination of this Agreement: Clauses 1, 4.2, 6, 8 and 9.

9. General

9.1 No breach by either party of any provision of this Agreement will be waived or discharged except with the express written consent of the party not in breach.

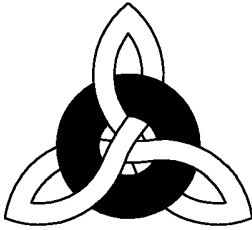
9.2 If a court or other competent authority finds that any provision (or any part of any provision) of this Agreement is invalid, unenforceable or illegal, the other provisions will remain in force.

9.3 This Agreement may not be varied except by an instrument in writing signed by or on behalf of each of the parties.

9.4 The Contributor hereby agrees that the Publishers may freely assign any or all of their contractual rights and/or obligations under this Agreement, providing that any such assignment must be in writing and the Publishers must notify the Contributor of the assignment. The Contributor must not without the prior written consent of the Publishers assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any rights or obligations under this Agreement. For the avoidance of doubt, nothing in this Agreement will restrict or inhibit the Publishers from assigning, transferring, charging, licensing or otherwise disposing of or dealing in the Rights assigned by the Contributor to the Publishers under this Agreement.

9.5 The Contributor must not sub-contract any of his or her obligations under this Agreement without the prior written consent of the Publishers.

9.6 The Contributor agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things, reasonably within the Contributor's power, which are necessary to enable the Publishers to exercise their rights and fulfil their obligations under this Agreement.



North Sea Conference & Journal LTD
Registered in Scotland Number: SC452202
2 Charlestown Walk, Cove Bay, AB12 3EZ
Scotland, United Kingdom
www.nscj.co.uk/JECM/
jecm@nscj.co.uk
44 (0)1224 875635

- 9.7 Notwithstanding any other provision of this Agreement, the Contributor and the Publishers may agree any variation, waiver, recession, settlement or termination of this Agreement without the consent of any third party, and accordingly section 2(1) of the Contracts (Rights of Third Parties) Act 1999 does not apply. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to rely upon or enforce any term of this Agreement.
- 9.8 Nothing in this Agreement shall exclude or limit any liability of either party for fraud or fraudulent misrepresentation, or any other liability that may not be excluded or limited under applicable law. Subject to this:
- (a) this Agreement will constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter;
 - (b) neither party will have any remedy in respect of any misrepresentation made to it upon which it relied in entering into this Agreement; and
 - (c) neither party will have any liability other than pursuant to the express terms of this Agreement.
- 9.9 This Agreement is governed by and construed in accordance with Scottish law. Each party irrevocably submits to the exclusive jurisdiction of the courts of Scotland over any claim, dispute or matter arising under or in connection with this Agreement.