

DEED OF TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

THE UNDERSIGNED:

1. _____, hereinafter referred to as: **Transferee**;

OBSERVED THAT:

- A) The Foundation The Monitoring Penmasters established at Tappersweg 14-024, 2031EV Haarlem, The Netherlands (hereinafter referred to as: the **Foundation**) aims to publish books on IT-related matters (hereinafter referred to as: the **Books** or in singular a **Book**);
- B) Through its website, the Foundation accepts contributions from third parties wishing to contribute to a Book and, after selecting and evaluating all contributions, may incorporate them into a Book;
- C) The Transferor has created a work, consisting of a text and which may include images and other attachments (the **Work**), and wishes to transfer the rights to this work to the Foundation;

STATES AS FOLLOWS:

Article 1 **The Work**

1.1 In this deed, the Work means the contributions which the Transferor has made available to the Foundation on by electronic means via GitHub pull requests

Article 2 **Transfer**

2.1 Transferor transfers the Work to the Foundation as per Date of signature of this deed, with all associated rights. Delivery of the Work and transfer of the associated rights shall take place by means of this deed. This transfer and delivery is accepted by the Foundation.

2.2 By way of clarification, but without thereby imposing any restrictions, the Parties declare that the transfer pursuant to Article 2.1 of this agreement implies that the Foundation may use or exploit (parts of) the Work or have it exploited in any way and in any form whatsoever, without any restrictions being attached thereto, but that the Foundation can never be obliged to use the Work. The transfer does not create any obligations for the Foundation in any way whatsoever.

Article 3 **Personal rights**

3.1 To the extent permitted by law, Transferor waives the personality rights in respect of the Work within the meaning of Article 5 of the Dutch "Wet op de naburige rechten".

Article 4 **Further cooperation**

4.1 If any further acts are or become necessary at any time for the transfer of rights referred to in this agreement (or the exercise thereof after transfer), Transferor hereby undertakes to cooperate in such acts at the first request of the Foundation.

Article 5 Reimbursement

5.1 The Transfer of the Work is made free of charge.

Article 6 Warranty

6.1 Transferor guarantees to be fully entitled to transfer the Work.

6.2 Transferor guarantees that there are no claims by third parties regarding infringement of copyright or other (usage) rights of these third parties with respect to the Work. Transferee protects and indemnifies the Foundation against all possible claims that third parties may bring against the Foundation in that regard to the extent that the claims are traceable to the Work.

6.3 Transferee shall at the first request of the Foundation repeatedly confirm that the Work belongs to the Foundation.

Article 7 Other provisions

7.1 This agreement and the agreements concluded in execution of this agreement shall be governed by Dutch law.

7.2 All disputes that may arise as a result of this agreement or its execution shall be submitted exclusively to the District Court of North - Holland.

Thus signed at

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Transferee