

## **AGREEMENT / ACT OF TRANSFER**

### **UNDERSIGNED**

Mr. /Mrs.:

[initials and last name and gender patient] OR

[initials and name older minor patient] parent [initials and surname and sex underage patient] OR

[initials and name of kin deceased patient], a relation of [initials and last name and gender deceased patient] residing at [street name and postcode], Belgium, with, if available, e-mail address: ....., hereinafter "the Subject";

and

Mr. / Mrs. [name of physician / specialist], practicing in Hospital: <name> at [address, place], Belgium, hereinafter referred to as "the Doctor" and as result of this function authorized to sign this agreement on behalf of the Hospital,

and

Ariez International BV, based in Wormer, The Netherlands, legally represented by Mrs. Drs. E. van Zanten, managing director, hereinafter "the Publisher";

### **WHEREAS**

(A) The Subject is suffering from [disease] and getting treated by the Doctor.

(B) The Publisher of [name of magazine / website] wishes to publish an article called [name of product] (the "Article"), where the Doctor is first author or co-author.

(C) In the Article the Publisher wishes to place portrayed footage.

### **DECLARATION AND AGREEMENT AS FOLLOWS**

#### **1. Permission subject**

1.1 The Subject hereby consents to the Doctor for making material, including - but explicitly not limited to - photos and videos, which he / she is to see, whether or not recognizable, in the image will be ("footage").

1.2 The Subject hereby grants permission to the Publisher to place the footage in the article, which will be published by the Publisher in (B) above medium.

If there is already by third parties or by the Subject homemade footage where the Subject is not identifiable on screen, including, but not limited to, photographs and videos, the Subject grants, by signing this agreement, permission to the Publisher to place the footage in the article, which in the above (B) said medium will be published. The Subject indemnifies the Publisher for any claims by third parties concerning the use of the footage referred to in this article(s).

1.3 The Subject also grants permission for footage placement(s) in all subsequent publications and versions (including translations and adaptations) of the article in any media, now known or later developed, as well as placement in all relevant publications of the Publisher in all media, now known or later developed, to the extent that these publications and versions of the article and relevant publications of the publisher can be recognized related to the Belgian Journal of Hematology.

1.4 The Subject is expressly aware that the footage, or a specified part, can be displayed on a publisher's website, or any site linked to it. Footage placed on such a website are publicly accessible worldwide or, if placed behind a login, by third parties (e.g. hackers) to make it accessible. The Subject is expressly aware that the Publisher - despite its efforts to do so - cannot prevent such image materials to be downloaded by visitors and is thus beyond the Publisher's control, which the publisher cannot be held by the person portrayed liable, nor for any resulting damage.

1.5 Before proceeding to publication, the publisher sends for approval a digital version of the article to the corresponding author of the article.

2. Copyright transfer

2.1 The parties hereby declare that the copyright (and related rights) of the footage transfer after the first publication to the publisher. The Subject and the Doctor bear - only as necessary - over and deliver to the Publisher the full, unencumbered copyright of the footage, which was accepted by the publisher here. This transfer includes the right to footage placement(s) in all subsequent publications and versions (including translations and adaptations) of the article in any media, now known or later developed, as well as placement in all relevant publications of the Publisher in all media, now known or later developed, to the extent that these publications and versions of the article and relevant publications of the publisher can be recognized as related to the Belgian Journal of Hematology. The Subject and the Doctor declare that they are aware that publications mentioned in this article can be accessed worldwide.

2.2 The Subject and the Doctor commit - should this prove necessary - at the first request of the publisher, to render all assistance necessary to effect the transfer of the copyright (in more detail), including but not limited to, at application by the publisher to third parties confirming the transfer.

3. Other

3.1 The parties wave the right to terminate this agreement. If one or more provisions of this Agreement shall be void or invalid, the remaining provisions of this Agreement shall remain in force. Parties will on the invalid or valid provisions enter into consultation in order to make an alternative arrangement whereby the scope of this Agreement in its entirety will be preserved as much as possible.

3.2 This agreement is governed by Dutch law. Any disputes arising from this agreement, in connection with this agreement, prior or subsequent agreements will be exclusively settled by the competent civil court in The Hague.

Thus, signed in triplicate to the hereinafter referred to as pitches and data:

\_\_\_\_\_ [Place] on [date]

[Name Subject]

\_\_\_\_\_ [Place] on [date]

[Name Doctor]

\_\_\_\_\_ [Place] on [date]

Ariez International BV  
acting under the name Ariez Publishing, legally represented by: Mrs. Drs E. van Zanten, Director