

LICENCE AGREEMENT

BETWEEN

Cartooning for Peace Association, (non-profit), whose headquarter is located at 74A rue Lecourbe, 75015 Paris, represented by its President, Mr. Jean Plantureux (PLANTU), hereinafter referred to as "**the Licensor**" or "**Party**",

on the one part,

AND

The European Union, represented by the European Commission which, in turn, is represented for the purpose of signing this Agreement by Sixtine Bouygues, Director, DG Communication of the European Commission, hereinafter referred to as "**the Union**" or "**Party**",

on the other part,

and collectively referred to as "**the Parties**".

Whereas,

(1) The European Union has been awarded the Nobel Peace Prize for its contribution for over six decades to the advancement of peace and reconciliation, democracy and human rights in Europe.

(2) In order to commemorate this historic milestone the Union wishes to make use of the design made by Jean Plantureux (Plantu) representing a dove with a garland of stars and in order to do so the Union needs to obtain the rights to which the Licensor agrees

(3) The Parties are duly authorised and have the capacity to enter into and perform this Agreement.

THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1 – Definition

1. "The Work" shall mean the design that shows "a dove with a garland of stars" which has been created by Plantu, hereinafter referred to as "**the Author**". The Work has been produced in four different formats which appear attached hereto as an Annex.

Article 2 – Subject of the Agreement

1. The Licensor shall hereby grant a non-exclusive licence to the Union covering all intellectual property rights pertaining to the Work. In particular, the rights licensed include, but are expressly not limited to:

(a) the right to use and re-use the Work:

- by the Institutions, Bodies and Agencies of the Union as well as by other persons and entities working for or cooperating with the Union, including: contractors, subcontractors whether legal or natural persons, Executive Agencies and Member States institutions;
- in whole;

(b) the right to copy and reproduce the Work:

- by any means or process such as printing, drawing, photography, audiovisual, digital, modelling, engraving, lithography, polygraphy, cinematography, recording, moulding;
- in two and three dimensions;
- in any form or medium such as mechanical, optical, magnetic, analogue, electronic or digital;
- permanently or temporarily;
- in whole;
- in unlimited number of copies;

(c) the right to display, communicate, publish, divulge and distribute the Work:

- by any form, means or process such as in paper copies, in electronic form as downloadable/non-downloadable file, in analogue form, on the Internet, broadcasting by wave transmission, cable transmission and satellite transmission, public presentation or display such as posters, roll-ups, through a press information services, inclusion in widely accessible databases or indexes;
- in whole;

(d) the right to modify the Work:

- by any means or process;
- for technical reasons;
- provided that it is respectful with the original Work;

(e) the right to integrate and incorporate the Work into any existing or future works;

(f) the right to store and archive copies of the Work in any form or medium such as non-electronic, electronic or digital;

2. The Licensor expressly states that the original design of the Work remains property of the Author.

Article 3 – Duration, Territory and Financial Compensation

1. The duration of the rights licensed by this Agreement is for the full term and extent foreseen by law.
2. The Licensor grants to the Union World-wide rights.
3. A fee of EUR 4.800 (four thousand and eight hundred euro) is payable by the Union for the rights granted under this Agreement.

The license fee is exempt from all taxes, duties and other charges, including VAT, as the EU institutions are exempt from all such duties and taxes under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

Article 4 – Non-contestation and Acknowledgment

1. The Licensor agrees not to oppose or take action to obstruct the exercise by the Union of the rights licensed to it under this Agreement.
2. The Licensor grants to the Union the right to use the name and biographical information of the Licensor in connection with the Work. Furthermore, the Union undertakes to acknowledge the name of the Author when making use of the Work.

Article 5 – Warranties

1. The Licensor warrants to the Union that he has obtained from the Author all necessary rights to be granted under this Agreement, and that the Licensor is therefore entitled to license these rights to the Union.
2. The Licensor warrants that the use of the intellectual property rights granted in this Agreement to the Union shall not infringe the rights of any third parties.

Article 6 – Entire Agreement, Amendments and Severability

1. This Agreement (the Annex being an integral part thereof) constitutes the entire agreement between the Parties.
2. Any amendment to this Agreement shall be agreed in writing between the Parties and signed by the authorised representatives of each Party.
3. Should any term or provision of this Agreement become or be held invalid or unenforceable for any reason, the Parties agree that all other terms and provisions of this Agreement shall remain in full force and effect.

Article 7 – Applicable Law and Dispute Settlement

1. This Agreement shall be governed by and construed in accordance with the law of the European Union complemented, where necessary, by the law of Belgium.

2. The Parties agree that all disputes or claims resulting from the interpretation or application of this Agreement which has not been possible to settle amicably shall be submitted to the jurisdiction of the competent Courts of Law of the city of Brussels, Belgium.

Article 8 – General Administrative Provision

1. Any communication with reference to the performance of this Agreement and any relevant correspondence shall be made in writing and addressed to the following addresses:

For the Licensor

Mr Jean Plantureux (Plantu)
President
Cartooning for peace Association
80, boulevard Auguste Blanqui
75013 Paris (France)
0033 1 57 28 21 69 / plantu@lemonde.fr

For the Union:

Sixtine Bouygues
European Commission
Directorate-General Communication
Directorate A
B-1049 Brussels
003222951718 / sixtine.bouygues@ec.europa.eu

Article 9 – Article Headings

1. The headings in the Articles of this Agreement are solely for convenience or reference, and shall not be construed as having any bearing upon the interpretation or meaning of the provisions of this Agreement.

Article 10 – Entering into Force

1. This Agreement shall enter into force on the date on which it is signed by the last Party.

Done in Brussels, on November 24, 2012
In two originals in the English language

SIGNATURES

For the Licensor



Plantu

For the Union



Sixtine Bouygues