DOCUMENT ASSIGNMENT OF RIGHTS TO DICTIONARY

OF NURSING

ASSIGNOR: Name of the person who is assigning the copyright

ASSIGNEE: FERNANDO ROCHA PORTO

OBJECT: Assignment of Copyright for biography / entry to be published in the book-work Dicionário Biográfico de Enfermagem (Biographical Nursing Dictionary)

By this instrument, CEDENT NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ nationality, marital status, profession, e-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, identity document \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, resident and domiciled at (full address). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as ASSIGNOR, and ASSIGNEE: FERNANDO ROCHA PORTO, nurse, Brazilian, single, CPF 727.554.237-49, RG 59988 COREN-RJ, resident at Rua Dona Mariana, 176/304, Botafogo / RJ, CEP 22.280-020, and -mail: ramosporto@openlink.com.br; hereinafter referred to as assignee, enter into this Copyright Assignment Agreement, under the terms of Law No. 9,610 / 98, by means of the clauses and conditions set forth below, which voluntarily accept and grant:

FIRST CLAUSE - The object of the contract

1.1. Within the scope of this contract, its object will be called “Biography of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”, with all intellectual works to be produced under the authorship of AAAAA, YYYYYY, ZZZZZZ.

1.2 The ASSIGNOR declares to be the copyright holder of the information provided to the ASSIGNEE for the “BIOGRAPHICAL NURSING DICTIONARY” described. Therefore, assuming the ASSIGNOR, the responsibility to keep the ASSIGNEE (A) immune from the effects of any eventual claim based on the authorship of the “BIOGRAPHICAL NURSING DICTIONARY”.

1.3 Thus, by means of this contract, which the SIGNATOR enters into between, assigns the copyright of the information to “BIOGRAPHICAL NURSING DICTIONARY”, in its entirety for the period of definitively.

1.4 Likewise, the ASSIGNEE is authorized to promote as many editions, total or partial, if necessary and in any number of copies, as well as its distribution, including with regard to national or foreign circulation, to the medium or material used in the storage or placement of the WORK.

SECOND CLAUSE - Publication of the work

2.1 THE ASSIGNEE recognizes that the intellectual works were made under co-authorship and that he / she cannot publish or authorize their publication without the consent of all co-authors, under penalty of losses and damages, except in the cases publication of the collection of the author's complete works, under the terms of Article 32 of Law No. 9,610 / 98.

THIRD CLAUSE - Price

3.1. The ASSIGNOR declares to have provided the information to the ASSIGNEE (A) free of charge, without any such remuneration, reimbursement, compensation, charge or service of any nature being due to the ASSIGNEE.

3.2. The ASSIGNOR declares to have knowledge that the ASSIGNEE (A) will publish the information of the BIOGRAPHICAL NURSING DICTIONARY globally without restrictions as Public Domain (CC0 - Creative Commons), as long as the source is mentioned.

3.3 The ASSIGNEE (A) declares that the data and information contained in the BIOGRAPHICAL NURSING DICTIONARY that can be used in scientific works and / or research follow the precepts of Open Science and can be used to generate research materials in an open way .

FOURTH CLAUSE - Term

4.1 The assignment of patrimonial copyrights will be effective on the “BIOGRAPHICAL NURSING DICTIONARY” in a definitive way.

4.2 After the stipulated period, the contract will be terminated, regardless of the notification or notice.

4.3. The full right of the contract will occur when the copyright falls into the public domain, that is, after seventy years from the 1st of January of the year following the death of the author, obeying the succession order of the civil law, according to article 41 of the Law 9610/98.

4.4. When the work falls into the public domain, it may be published freely, subject to the observance of moral rights.

FIFTH CLAUSE - The territory of validity of the assignment

5.1. The assignment of patrimonial copyrights on the “BIOGRAPHICAL NURSING DICTIONARY” will be valid in any country, sovereign state and / or territory where it is disclosed, with Brazilian law being the governing law for the resolution of any conflict that may occur.

CLAUSE SIX - Moral Rights of Copyright

6.1. The ASSIGNEE (A) declares to be aware that the author, the original owner of the copyright, maintains, pursuant to Article 24 of Law No. 9610/98, his moral rights of the author, which are:

a) The right to claim authorship of the work at any time;

b) The right to be cited as a source of creation of the work, even after the public domain;

c) The right to maintain the integrity of the work and to oppose any modification;

d) The right to decide whether or not to advertise the work;

e) The right to withdraw the work from circulation;

f) The right to modify the work before or after it is completed;

g) The right to have access to a single and rare copy of the work.

6.2. Upon the death of the author, the rights of:

a) The right to claim authorship of the work at any time;

b) The right to be cited as a source of creation of the work, even after the public domain;

c) The right to maintain the integrity of the work and to oppose any modification;

d) The right to decide whether or not to advertise the work;

6.3. The exercise of the rights of withdrawal of the work from circulation, modification of the work or access to a single and rare copy of the work, if they cause damage or prejudice to (a) ASSIGNEE (A), will generate the author the duty to indemnify, within the limits of the law and according to the penal clause in this contract.

SEVENTH CLAUSE - Property rights

7.1. This contract provides for the assignment of the Assignor's property rights to the ASSIGNEE (A) for the purposes of publication, within the limits provided for in the instrument.

CLAUSE EIGHT - Obligations

8.1. ASSIGNOR and ASSIGNEE (A) are committed to the clauses and obligations contained in this particular instrument of copyright assignment contract.

8.2. - The ASSIGNOR's obligations are:

a) assign the free and cleared rights of any encumbrances, on the date and term stipulated in this contract;

b) inform the ASSIGNEE (A) about any real, judicial or extrajudicial liens or any other facts, actions or administrative measures that may affect the property rights object of this contract;

c) carry out the due diligence and provide all necessary assistance to the ASSIGNEE (A) so that he can avail himself of the assigned copyrights, in the form and for the purposes foreseen in this contract, for example, in case the ASSIGNEE (A) ), due to issues related to the rights to the “BIOGRAPHICAL NURSING DICTIONARY” or rights included therein, it will be sued in court or will not be able to avail itself of the copyrights assigned in the event of any claim submitted by third parties, the ASSIGNOR must collaborate for the defense of the ASSIGNEE (A) and / or shall adopt, at its expense, all the necessary measures to assure the ASSIGNEE (A) the exercise of its rights;

d) the ASSIGNOR is responsible for responding for any and all damages caused to the ASSIGNEE (A) and third parties as a result of the violation of any rights, including intellectual property;

e) the ASSIGNOR must assume full and total civil and criminal liability, regarding the content, citations, references and other elements that are part of the “BIOGRAPHICAL NURSING DICTIONARY”.

8.3. The ASSIGNEE's obligations are:

a) to fulfill its obligations in the time and in the manner agreed in that contract;

b) provide all personal documents necessary for the assignment;

c) inform the assignor about civil insolvency, judicial or extrajudicial recovery, bankruptcy or any action or execution declared against him;

d) exercise copyrights only in the modalities expressed in this instrument, respecting the deadlines and other limitations set by the parties.

CLAUSE NINE - Termination

9.1 All obligations assumed in this instrument are irrevocable and irreversible and, in the event of death or extinction of any of the parties, they will not be transferred to their heirs or successors, in any way;

CLAUSE TEN - Penalties

10.1. In case of non-compliance with the provisions contained in this instrument, the offending party must pay the other fine in the amount of three national minimum wages in force in Brazil, as well as indemnity for eventual losses and damages.

10.2. The mere tolerance of one of the parties in relation to the fulfillment of the obligations determined in this contract does not matter in resignation, forgiveness, innovation or alteration of the violated rule.

ELEVENTH CLAUSE - Registration

11.1. The ASSIGNEE (A) may also endorse the present assignment in the margin of the registration referred to in Article 19 of Law No. 9,610 / 1998, or if the work is not registered, the assignment instrument may be registered with the Registry of Titles and Documents or, also, with other specialized bodies.

CLAUSE TWELVE - Of the Forum

12.1. The contracting parties elect the jurisdiction of the City of Rio de Janeiro to resolve any doubts regarding the compliance with this instrument, which are not overcome by administrative mediation.

And, for being fair and combined, the ASSIGNOR and ASSIGNEE (A) celebrate and sign this instrument, in 3 (Three) copies of equal content and form, in the presence of the witnesses, named and indicated below, who also sign it, so that has its legal effects.

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ASSIGNOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ASSIGNEE:Fernando Rocha Porto

WITNESSES:

1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Document:

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Document:

3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Document: