

Assignment of Copyright Agreement

This Agreement is accepted by the Contributor and will be legally binding upon the Contributor when they:

- i) Tick the box next to the statement “I accept the Assignment of Copyright Agreement and agree to be bound by its terms”; and
- ii) Click the “Submit” button

when submitting their Content within the Publisher’s submission platform (the “Acceptance Process”). By performing the Acceptance Process, the Contributor is acknowledging that such actions constitute their electronic signature in order to validly execute the assignment of rights to the Publisher as contemplated within this Agreement.

Definitions

Assignment date	The date on which the Contributor accepts this assignment of copyright agreement by performing the Acceptance Process.
Consideration	The Publisher will consider the Content for publication and presentation as part of the Conference and will, in its sole discretion, include the Content in the Publications. The Publisher will comply with its obligations in this Agreement.
Content	<ul style="list-style-type: none"> • The conference paper submitted by the Contributor as part of the online submission process • The presentation (on the conference paper) delivered by the Contributor at the Conference (and recorded by IET.tv), to include both the speech and any accompanying presentation slides.
The Contributor	<p>The lead author of the Content who is:</p> <ul style="list-style-type: none"> • preparing and submitting the paper to the Publisher; and • if the paper is accepted for presentation at the Conference, the presenter of such paper at the Conference.
The Conference	European Conference on Optical Communication 2023 (01.10.2023 to 05.10.2023).
The Publisher	The Institution of Engineering and Technology, a charity registered in England and Wales (registered number 211014) whose registered office is at Savoy Place, 2 Savoy Place, London WC2R 0BL and whose office for notices relating to this Agreement is Futures Place, Kings Way, Stevenage, Hertfordshire, SG1 2UA.
Permitted Uses	<p>In respect of the conference paper and presentation slides submitted as part of the Content only:</p> <ol style="list-style-type: none"> a) in articles which the Contributor submits to learned or professional journals; b) for publication in books; c) use in papers which the Contributor presents at professional conferences, including presentation at the Conference; d) use in connection with training given by the Contributor; e) inclusion in any dissertation prepared by the Contributor; f) as specified in the version of the Publisher’s pre-print and post-print policy applicable at the date of this Agreement.

Publications	To include (but not limited to): a) The proceedings of the Conference; b) IET.tv platform
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- 2) This Agreement concerns the Content which the Contributor shall prepare and deliver alone or in conjunction with other co-authors and which the Publisher intends (but is not obliged) to first publish within the Publications.
- 3) By performing the Acceptance Process, and in recognition of the Consideration, subject to clause 7)c) the Contributor hereby assigns to the Publisher with full title guarantee, all right, title and interest in and to the Content including all copyright in the same, throughout the world, for the full term of such rights, including all extensions and renewals. If all or any part of the Content is not yet in existence, this assignment shall be effective immediately on the Content coming into existence. The Contributor will at the Publisher's reasonable expense, promptly do all acts and execute all documents which the Publisher considers are necessary or desirable to give full effect to the above assignment.
- 4) The Contributor confirms that the Contributor and any other co-authors have waived any and all moral rights that such individuals may have under Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 (or any equivalent rights under applicable laws). Notwithstanding such waiver, in relation to any use of all or a substantial part of the Content, if consistent with the Publisher's then usual practices for acknowledgements of this kind, the Publisher shall credit the Contributor and any co-authors as a contributor by including the Contributor's and co-authors' name(s) in the Publisher's usual manner. The Contributor irrevocably agrees that the Publisher shall have the right to use the Contributor's name, and the names of any co-authors of the Content (and the Contributor hereby confirms that any such individuals have provided the Contributor with their written consent to the granting of such rights to the Publisher), in connection with the Content, the Conference and the Publications, and any other editions, versions or publications of either of them.
- 5) The Contributor may use the Content in accordance with the Permitted Uses as long as the Contributor obtains the Publisher's prior written consent and acknowledges the Conference, Publications and the Publisher as the owner of all rights, title and interest in and to the Content when doing so. The Publisher shall not unreasonably withhold or delay the Publisher's consent.
- 6) The Publisher shall have entire control over all matters in relation to the publication and presentation of the Content.
- 7) The Contributor warrants, represents and undertakes to the Publisher that:
 - a) subject to 7b) and 7c) below, the Contributor is the sole author of the Content (or will be once the Content is in existence) and the Content has not been prepared in the course of the Contributor's employment;
 - b) to the extent that any part of the Content has or will be prepared by co-authors, such co-authors (or their employers if the co-authors are preparing their contribution to the Content in the course of their employment) have assigned all rights, title and interest in and to the part of the Content prepared by such co-authors to the Contributor as is necessary for the onward assignment of such rights to the Publisher under clause 3) of this Agreement;
 - c) to the extent that the Content includes or incorporates any third party materials, illustration, data, information, literary extracts or other content which has not been

developed specifically for the Content (including any pre-existing copyright materials and content) ("**Third Party Content**"), the Contributor:

- i) will notify the Publisher of this and confirms that it has obtained all necessary rights, licences and permissions from the owners of such Third Party Content so as to enable the Publisher to publish the Third Party Content as part of its exploitation of the Content; and
 - ii) confirms that the owners of such Third Party Content are or shall be appropriately acknowledged in the Content as delivered and/or submitted to the Publisher
- d) the Content is an original work (or will be once the Content is in existence) and has not been published (and will not have been published before first publication by the Publisher) anywhere in the world in any form;
- e) the Contributor has not entered into and will not enter into any arrangement which would or purports to assign or grant to any person any rights which conflict with those assigned to the Publisher;
- f) the creation of the Content and its publication, presentation and exploitation by the Publisher, its assigns and licensees does not and will not infringe or breach:
- i) the intellectual property rights (including but not limited to copyright and trade marks); and/or
 - ii) any rights of privacy, confidentiality or other rights whatsoever of any third party;
- g) the Content does not and will not contain anything libellous and/or which is in any other way unlawful;
- h) all statements in the Content which are presented as facts are true;
- i) the Content does not and will not contain any erroneous or negligently prepared or presented material, including any information which, if a person were to act on it, could cause physical injury or any kind of damage or loss to that person or anyone else; and
 - j) the Content has not been and is not the subject of any complaint, claim or legal action (whether or not this might amount to a breach of any of the above warranties and whether or not well-founded or resolved).
- 8) The Contributor shall indemnify and keep indemnified the Publisher for themselves and as agent for their licensees and assigns, (including but not limited to printers, distributors, retailers and associated companies), immediately on demand against all losses (whether direct or indirect), demands, claims, actions, proceedings, damages, payments, awards, fines, orders, costs, expenses (including legal fees and expenses) and other liabilities, suffered or incurred from time to time in respect of any breach of any of the warranties in clause 7) and any claim which, if true, would amount to such a breach. This obligation to indemnify shall include the costs of all copies of the Content and any associated product which are withdrawn from sale as a result of a claim and any costs of revisions to the Content and any associated product.

- 9) If the Contributor rejects the Content for publication within the Publications, it shall notify the Contributor accordingly, this Agreement shall be terminated and all rights in the Contribution shall revert back to the Contributor.
- 10) The Publisher may assign all or any of the Publisher's rights and transfer all or any of the Publisher's obligations under this Agreement to any person without any requirement to notify or obtain the further consent of the Contributor. Following any permitted assignment and/or transfer under this clause 10), any reference in this Agreement to the Publisher shall, where the context allows, include the assignee and/or transferee.
- 11) This Agreement shall be governed by and construed in accordance with English law. Each party irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute or question relating to this Agreement.
- 12) This Agreement and any separate document which may be referred to in it, together represent the entire agreement between the parties in relation to its subject matter and supersede any and all previous agreements and/or statements whether written or oral, between or by the parties in relation to that subject matter.
- 13) No amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by both the parties.