

QUILMES, 29 MAY 2012

VISTO el Expediente N° 827-0353/05, y

CONSIDERANDO:

Que mediante el citado Expediente se tramitan las actuaciones concernientes al contrato de cesión de derechos entre POLITY PRESS LTD y la Universidad Nacional de Quilmes.

Que la propietaria precedentemente mencionada ha cedido los derechos de la publicación en idioma español para todo el mundo de la obra titulada "Cityscapes of Modernity" de David Frisby, según consta en el contrato obrante de fs. 32 a 38, el cual ha sido aprobado por Resolución (R) N° 488/05.

Que el contrato referenciado establece, en el punto 1.2, un plazo de vigencia de cinco (5) años, a partir de su suscripción.

Que por vencimiento del plazo establecido en el contrato oportunamente suscripto y aprobado, resulta necesario celebrar un nuevo contrato por la venta del remanente de libros.

Que conforme lo manifestado, resulta pertinente abonar por única vez en concepto de regalías, la suma de DOLARES ESTADOUNIDENSES DOSCIENTOS CON 00/100 (USD 200,00), equivalente en su conversión cambiaria a la suma de PESOS OCHOCIENTOS NOVENTA Y UNO CON 80/100 (\$ 891,80), por las regalías correspondientes a los doscientos sesenta (260) ejemplares de la edición original que quedan en stock, según resulta de la cláusula 6.2 del nuevo contrato a celebrarse.

Que de fs. 94 a 100 consta una copia de los términos del nuevo contrato de edición.

Que de fs. 101 a 115 luce la traducción del contrato referenciado.

Que la Subsecretaría Legal y Técnica ha tomado intervención expidiéndose en el Dictamen N° 226/12, glosado a fs. 117 y 118.

Que a fs. 120 consta el comprobante de imputación presupuestaria a los fines de afrontar las erogaciones en cuestión.

00469

Que a fs. 121 consta la factura por las regalías correspondientes a los doscientos sesenta (260) ejemplares de la edición original que aun quedan en stock.

Que mediante Resolución (CS) N° 797/11, y su modificatoria, se aprueba el Presupuesto correspondiente al Ejercicio 2012.

Que la presente se dicta en virtud de las atribuciones conferidas por el Art. 72° del Estatuto Universitario.

Por ello,

EL RECTOR DE LA UNIVERSIDAD NACIONAL DE QUILMES

RESUELVE:

ARTICULO 1º: Aprobar la firma del contrato entre POLITY PRESS LTD y la Universidad Nacional de Quilmes, por la cesión de derechos de la obra "Cityscapes of Modernity" de David Frisby, y la venta del remanente de libros que asciende a doscientos sesenta (260) ejemplares.

ARTICULO 2º: Autorizar el gasto a favor de POLITY PRESS LTD, por la suma de DOLARES DOSCIENTOS CON 00/100 (u\$s 200,00), equivalente en su conversión cambiaria a la suma en PESOS OCHOCIENTOS NOVENTA Y UNO CON 80/100 (\$ 891,80), teniendo en cuenta las variaciones del tipo de cambio, pudiendo estos valores fluctuar en el momento de efectivizar el pago, más los gastos bancarios que pueda ocasionar la operación.

ARTICULO 3º: Lo dispuesto en la presente Resolución deberá imputarse a la Partidas que correspondan, Dependencia 001.007, Fuente 16, Programa 01.08.00.08, Presupuesto 2012, Organización Funcional por Programas.


ARTICULO 4º: Regístrese, practíquense las comunicaciones de estilo y archívese.

RESOLUCION (R) N°:

00469



Mg. Alfredo Alfonso
Secretario General
UNIVERSIDAD NACIONAL DE QUILMES



Gustavo Eduardo Lugones
Rector
Universidad Nacional de Quilmes



Polity contract number P6515

Memorandum of Agreement made this 16th day of February 2012

BETWEEN

- (1) Polity Press Ltd. whose registered office is 65 Bridge Street, Cambridge, CB2 1UR, UK (hereinafter called "the Proprietor") for themselves, their successors and assigns of the one part, and
- (2) Universidad Nacional de Quilmes (through ACER Literary Agency ³⁵² hereinafter called "the Agent") whose registered office is Roque Saenz Pena ~~180~~, Bernal, 1876 Buenos Aires, Argentina (hereinafter called "the Publisher") for themselves, their successors and assigns of the other part,

whereby it is agreed as follows concerning a work at present entitled:

CITYSCAPES OF MODERNITY (1st Edition)
by DAVID FRISBY
ISBN 97807456 09676 (HB)

(hereinafter called "the Work")

which is published in English by the Proprietor and which the Publisher intends to issue in the SPANISH language.

1. RIGHTS GRANTED

- 1.1 In consideration of the payments hereinafter mentioned, the Proprietor grants to the Publisher the exclusive licence to publish the Work in book form in the SPANISH language subject to the following terms and conditions and in the following territories only: WORLDWIDE. This Agreement does not grant any rights with respect to subsequent editions of the Work. All electronic rights are reserved to the Proprietor and this Agreement does not grant such rights to the Publisher.
- 1.2 The licence herein granted shall endure for the life of the English language edition of the Work or a period of 3 (THREE) years from the date of this Agreement, whichever is the shorter, and may be renewed by mutual agreement.
- 1.3 The Proprietor guarantees that it is for the purpose of this Agreement the sole Proprietor of SPANISH language translation rights in the Work mentioned above and it has the right to receive the royalties and other payments herein named.

2. THE PUBLISHER'S RESPONSIBILITIES

- 2.1 The Publisher shall produce the Work in the SPANISH language (hereinafter called "the Translation") and undertakes that the Translation shall be of the complete Work, including the title of the Work, without any alteration, abridgement, expansion, addition or omission, unless such changes are authorized in writing by the Proprietor. The Translation shall be faithfully and accurately made from the English edition of the Work by a qualified and competent translator in good literary SPANISH, in a style appropriate to the style of the Work in the original language and the Publisher shall ensure that the creation and publication of the Translation is of the highest possible quality. The Publisher shall ensure that if required by the Proprietor the translator shall collaborate with the author of the Work in order to clarify any questions of meaning or stylistic intention in relation to the Work and the Publisher shall arrange to prepare a suitable introduction and suitable textual notes for the Translation.

- 2.2 The Publisher agrees to include if requested by the Proprietor any new manuscript and/or illustration supplied during the preparation of the Translation, provided that the ownership of the copyright in any new manuscript and/or illustrations shall remain that of the Proprietor or its Licensors.
- 2.3 The licence herein granted shall not be transferred by the Publisher nor shall the Translation appear under any imprint other than that of the Publisher without the written consent of the Proprietor.

3. PERMISSIONS

The Publisher shall be responsible for obtaining, if necessary, permission for the use in the Translation of copyright material from the Work the copyright in which is not owned or licensed to the Proprietor for this purpose. The Proprietor may notify the Publisher in writing of any such material, but the Publisher shall be treated as knowing that such material does not belong to the Proprietor where the Work contains acknowledgements or other indications of third party ownership. The Publisher shall also be responsible for paying any fees for such permissions and for making the appropriate acknowledgement in the Translation. The Proprietor reserves the right not to supply the Publisher with plates or film of all (or any) of the illustrations in the Work until the Proprietor has received written confirmation from the Publisher that such permission has been obtained.

4. COPYRIGHT AND ACKNOWLEDGEMENT

- 4.1 The Publisher shall print in each copy of the Translation in the SPANISH language the words 'translated from' followed by the name(s) of the author(s) and/or the editor(s), the edition number and title of the Work in English, and shall reproduce the copyright notice and any assertion of moral rights in exactly the same form, including the date and title of the original publication, as the Proprietor's edition of the Work and shall print the following acknowledgement:

This edition is published by arrangement with Polity Press Ltd., Cambridge

on the back of the half-title or title page of every copy of the Translation issued in the SPANISH language.

- 4.2 The Publisher undertakes to register the Work and/or the Translation under any relevant national copyright law at its own expense and shall protect such copyright and prosecute at its own expense any person who infringes the copyright in the Translation.
- 4.3 The Publisher shall not by any act or omission impair or prejudice the copyright, trade marks, trade names, goodwill or any other intellectual or industrial property rights which may subsist in the Work and/or in the Translation or violate any moral rights of the author(s) of the Work (as provided in Chapter IV of the UK Copyright, Designs and Patents Act 1988 (as amended)).

5. PRODUCTION

The Publisher undertakes that the quality of the printing including the printing of the illustrations in black and white and in colour and the paper and the binding, (if cloth bound) jackets, covers and embellishments shall be in every way similar to the English language edition published by the Proprietor. If requested by the Proprietor the Publisher shall agree in advance with the Proprietor the contents of all promotional material and advertising.

6. ADVANCE PAYMENT

- 6.1 Should the Publisher fail to return this Agreement duly signed within 60 (sixty) days of receipt from the Proprietor, then this Agreement shall be deemed not to have come into effect, and all rights herein granted shall revert to the Proprietor.
- 6.2 The Publisher shall pay to the Proprietor on Signature of this Agreement the sum of 200 USD (TWO HUNDRED US DOLLARS) as an outright royalty fee for a fixed stock of 260 (TWO

✓ 

HUNDRED AND SIXTY) copies only of the Translation with an estimated published price or list price of 45 USD. The receipt by the Proprietor of the sum on Signature of this Agreement shall be a condition of this Agreement coming into effect. Payments by the Publisher are not recoverable in the event of termination of this Agreement howsoever arising or any default by the Publisher in carrying out the Terms of this Agreement.

- 6.3 Should the Publisher and/or Agent be required by law to deduct tax they shall send a declaration of this effect with the relevant statement of account showing the amount deducted.

7. ROYALTIES

- 7.1 In consideration of the payment by the Publisher to the Proprietor of the following proportions of all sums received by it in respect of the under-mentioned rights the Proprietor hereby grants the said rights in the Translation to the Publisher during the continuance of this Agreement:

- (i) Serialisation prior or subsequent to publication in volume for: 60%
- (ii) Dramatisation, film, broadcasting or television rights: 70%
- (iii) Of royalties received in respect of copies and/or rights sold to book clubs: 50%
- (iv) The right granted to third parties to produce or to reproduce the Translation or any part thereof in books or periodicals, or by film micrography, photocopying, or in tape form: 50%.

- 7.2 The Publisher shall deliver to the Proprietor within three (3) months of 31st December of each year, a statement of the number of copies sold or otherwise supplied or distributed of the Translation during each twelve months ended 31st December (or in the case of the commencement of the Agreement, the period from the date of commencement of this Agreement to the next following 31st December and in the case of the termination of this Agreement, the period from the previous 1st January to the date of the last sale or distribution of the Translation by the Publisher under this Agreement ("the Accounting Period")). The statement of sales shall show: the number of copies in stock at the beginning and end of the Accounting Period, the number of copies printed during the Accounting Period, and the number of copies sold during the Accounting Period. The Publisher shall at the time of delivery of the statement pay any sums shown thereby to be due.

- 7.3 All sums that may become due to the Proprietor under the provisions of this Agreement must be paid by the Publisher to the Proprietor to the credit of a bank account to be designated in writing by the Proprietor or by cheque or by banker's draft giving full details for the reason for the payment including the Proprietor's ISBN, name of the author and the Proprietor's title of the Work. All payments should be marked for the attention of ~~Mrs. Reitha Pattison~~, Rights Manager, Polity Press Ltd., 65 Bridge Street, Cambridge, CB2 1UR, UK. *aid.*

- 7.4 All sums due under this Agreement

- 7.4.1 are exclusive of any Value Added Tax which shall be payable in addition on the rendering by the Proprietor of any appropriate Value Added Tax invoice;

- 7.4.2 shall be made in USD. Conversion into USD shall be calculated:

- 7.4.2.1 in the case of each royalty payment at the rate of exchange ruling on the last day of the Accounting Period in respect of which the payment is due:

- 7.4.2.2 in the case of all other payments at the rate of exchange ruling on the day payment is made or due whichever is earlier;

aid.

provided always that where any payment is made after the date provided therefore herein conversion shall be at the rate ruling at the date of payment if this is more favourable to the Proprietor.

- 7.5 Save that where the Publisher is required by law to withhold taxes or other sums to be deducted from the sums that may become due to the Proprietor under the provisions of this Agreement, it shall be the responsibility of the Publisher to ensure that the Proprietor is provided with all necessary receipts, certificates, other documents and information that may be required for the Proprietor to benefit from any tax credit or exemption, or other fiscal advantage, and the Publisher further undertakes to pass on to the Proprietor the benefit of any tax credit or saving received by the Publisher in relation to sums either paid or which become due to the Proprietor under the provisions of this Agreement which sums shall have been paid gross by the Publisher to the Proprietor.
- 7.6 Should any payment specified herein be 3 (three) months overdue the rights hereby granted shall forthwith lapse and all rights conveyed by this Agreement shall revert to the Proprietor without prejudice to the sums that may be due to the Proprietor under the terms of this Agreement.
- 7.7 The Proprietor or its authorised representative shall have the right upon written request to examine the records of account of the Publisher insofar as they relate to the sales and receipts in respect of the Translation, which examination shall be at the cost of the Proprietor unless sums exceeding £100 shall be found to be overdue to the Proprietor in which case the cost shall be paid by the Publisher.

8. SUBSIDIARY RIGHTS

The Publisher shall not dispose of any subsidiary rights in the Translation without previously obtaining the Proprietor's consent in writing which may be subject to such conditions as the Proprietor may deem fit, including, but not limited to, the proportion of any sums received by the Publisher in respect of such Subsidiary Rights, which is to be paid to the Proprietor.

9. DISPOSAL OF STOCK

Should the Proprietor advise the Publisher that a new edition in English is being prepared, then the Publisher shall not reprint the unrevised SPANISH edition. The Publisher shall nevertheless be at liberty to sell the unrevised edition of the Translation until its existing stock of the Translation at the time of receipt of the notification of the new English edition is exhausted.

10. COMPLIMENTARY COPIES

~~The Publisher shall send to the Proprietor free of charge 4 (FOUR) copies of each edition of the Translation immediately on publication, together with the date of publication, the number of copies printed and the published price of the SPANISH edition of the Translation. The Proprietor shall have the right to purchase additional copies of the Translation from the Publisher at normal trade terms, excluding carriage costs.~~

11. RIGHTS RESERVED

All other rights to the Work, whether now existing or which may hereafter come into existence, which are not specifically granted to the Publisher in this Agreement, are reserved by the Proprietor.

12. REVERSION OF RIGHTS

The Publisher shall inform the Proprietor when the Translation goes out of print. If the Translation goes out of print, all rights shall forthwith revert to the Proprietor, but the Publisher shall have the first option of producing and publishing a further printing of the Translation within six months of the Translation going out of print on terms to be agreed between the Proprietor and Publisher. The Publisher shall not proceed with the publication of such a printing until written permission has been obtained from the Proprietor and terms have been agreed.

13. TERMINATION

If the Publisher:

- (a) fails to return this Agreement duly signed within 60 (sixty) days of receipt from the Proprietor; or
- (b) is in breach of any obligation under the terms of this Agreement and, in the case of a breach capable of remedy, it shall not have remedied the same within 30 days of a written notice specifying the breach and requiring its remedy; or
- (c) is declared bankrupt, or goes into liquidation other than voluntary liquidation for the purpose of and immediately followed by reconstruction or becomes insolvent, or has an administrator or receiver appointed over the whole or any part of its assets or enters into any compound with creditors, or the equivalent in any other jurisdiction

then all rights granted under this Agreement shall revert to the Proprietor forthwith and without further notice, without prejudice to the rights of the Publisher in respect of any contracts or negotiations properly entered into by them with any third party prior to the date of such reversion, without prejudice to any claim which the Proprietor may have for damages or otherwise and without prejudice to any monies already paid or then due to the Proprietor from the Publisher.

14. COPYRIGHT PROTECTION

- 14.1 The Publisher agrees to take all necessary steps to register the title of the Work in the name under which it has been copyrighted in the Proprietor's edition under any national copyright laws at the sole expense of the Publisher.
- 14.2 The Publisher also agrees to secure the benefits of copyright protection under international copyright conventions that are available for such protection.
- 14.3 The Publisher shall promptly notify the Proprietor of:
 - 14.3.1 any infringement of any copyright or other intellectual property right of either party in the Translation (including for the avoidance of doubt trade mark infringement) which comes to its notice; and
 - 14.3.2 any claim by any third party coming to its notice that the promotion sale or licensing or the supply on subscription of the Translation infringes the rights of any other person.
- 14.4 If either of the parties considers that the copyright or other intellectual property right in the Translation has been infringed or that publication of the Translation infringes the rights of any other person the Publisher shall take appropriate action including the issue of proceedings. The cost of such action shall be borne by the Publisher and any damages profits or other sums recovered (or paid) as a result of such measure shall be divided between the parties after deduction of all legal costs incurred by the Publisher as to 50% to the Proprietor and 50% to the Publisher.
- 14.5 In the event that the Proprietor does not wish to participate in any actions proposed by the Publisher then the Publisher shall be free to take such steps as it reasonably considers necessary including (providing it indemnifies the Proprietor) taking proceedings in the Proprietor's name and settling such proceedings as are commenced as it sees fit and in this eventuality:
 - 14.5.1 the Proprietor shall at the request and sole expense of the Publisher do all such things as may be reasonably required to assist the Publisher in taking or resisting any steps in relation to any infringement or claim referred to in this clause 14; and

14.5.2 any damages profits or other sums recovered (or paid) as a result of such measure shall be divided between the parties after deduction of all legal costs incurred by the Publisher as to 50% to the Proprietor and 50% to the Publisher.

15. APPLICABLE LAW

This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the non-exclusive jurisdiction of the English Courts.

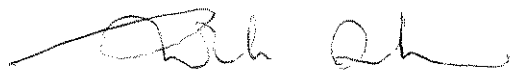
16. GENERAL

- 16.1 The Publisher shall not assign or otherwise transfer any of its rights or obligations under this Agreement whether in whole or in part without the consent of the Proprietor, nor shall the Translation be published under any imprint other than that of the Publisher's as set out in this Agreement, without the written consent of the Proprietor.
- 16.2 The Proprietor may assign this Agreement or any part thereof to any transferee of substantially the whole of its business.
- 16.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 16.4 Failure or neglect by the Proprietor to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of its rights hereunder nor in any way affect the validity of the whole or any part of these terms and conditions nor prejudice the Proprietor's rights to take subsequent action.
- 16.5 All of the agreements and understandings between the parties with reference to the subject matter of this Agreement are embodied in this Agreement. Each of the parties acknowledges that it has not been induced to enter into this Agreement by reason of any statement, representation or warranty made by or on behalf of the other party except those expressly repeated, or referred to in this Agreement and the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement and this clause shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement which was induced by fraud, for which the remedies available shall be those available under the law governing this Agreement.
- 16.6 No addition, amendment, modification or variation to this Agreement shall be binding unless agreed in writing signed by a director of the Proprietor.
- 16.7 In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition, or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 16.8 The Publisher shall inform the Proprietor if it moves from its current premises and shall give full details of its new address, email, telephone and fax numbers.
- 16.9 The Proprietor confirms that the Agent, Acer Literary AGENCY whose registered office is Amor de Dios 1, 28014 Madrid, Spain, has acted as their agent in the negotiation of this Agreement. It is agreed that all sums which may become due under the provisions of this Agreement shall be paid to the Agent and that the receipt by the Agent shall be in good and valid discharge of all sums that may become due to the Proprietor under the provisions of this Agreement.

In Witness whereof the parties hereto have duly caused their authorised representatives to sign this Agreement on the date first above.

SIGNED for and on behalf of
POLITY PRESS LTD.

SIGNED for and on behalf of
UNIVERSIDAD NACIONAL DE QUILMES



16 / 02 / 2012

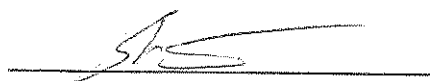


polity

FOREIGN & SUBSIDIARY RIGHTS

65 BRIDGE STREET, CAMBRIDGE, CB2 1UR, UK
TEL: +44(0)1223 370202 FAX: +44(0)1223 461381

SIGNED for and on behalf of
ACER LITERARY AGENCY



21/02/2012