This document provides three templates for declarations concerning the transfer of all necessary intellectual property rights to the results of a service contract.

The first one is the declaration by the contractor on pre-existing rights. It is compulsory for all service contracts. It must be delivered together with the relevant results (i.e. it may be given for each interim payment) or at the latest, before payment of the balance. See Articles II.13.4, I.6.2, I.6.3 and I.10.3 of the model framework contract.

The second one (optional) is also a declaration by the contractor. It corresponds to evidence of the transfer of rights from the creator (natural person) to the contractor.

The third one (optional) is evidence directly provided by the creator or another rights holder of the transfer of rights.

Annex – Declaration on the list of pre-existing rights

(This annex is compulsory for all service contracts)

I, [*insert name of the authorised representative of the contractor*] representing [*insert name of the contractor*] ('the contractor'), party to the [framework] [specific] contract [*insert title and number*] [*option 1:* warrant that the results are free of rights or claims from creators or from any third parties for any use the contracting authority may envisage and declare that the results do not contain any pre-existing rights to the results or parts of the results or to pre-existing materials as defined in the above-mentioned contract.] [*option 2:* warrant that the results and the pre-existing material incorporated in the results are free of rights or claims from creators or from any third parties for any use the contracting authority may envisage and declare that the results contain the following pre-existing rights:]

Please fill in the table – one line per pre-existing right

Result concerned	Pre-existing material concerned	Rights to pre-existing material	Identification of rights' holder

Annex - Statement of contractor concerning rights to delivered results

(Use of this annex is optional and guarantees the chain of transfers of rights on the contractor's side)

I, [*insert name of the authorised representative of the contractor*] representing [*insert name of the contractor*], party to the [framework] [specific] contract [*insert title and number*] ('the contractor') warrant that the contractor holds all rights to the delivered results listed below [*insert titles and description of relevant results*].

The above-mentioned results were prepared by [*insert names of creators*]. The creators transferred all their relevant rights to the results to [the contractor] [*insert name of the rights holder*] through [an agreement] [an employment contract] [a relevant extract of] which is attached to this statement.

The creators [received all their remuneration on [*insert date*]] [will receive all their remuneration as agreed within [*complete*] weeks from [delivery of this statement] [receipt of confirmation of acceptance of the work]. [The statement of the creators confirming payment is attached].

Date, place, signature

Annex – Statement by the creator (or right holder)

Concerning [*insert name of the relevant result*] delivered as part of the [framework] [specific] contract [*insert title and number*]
concluded between the contracting authority and [*name of the contractor*]

(Use of this annex is optional and guarantees that the creator agrees to transfer of rights)

I the undersigned [*insert name of the creator or authorised representative of the right holder*] [representing [*insert name of the right holder*]] declare that I am the right holder of: [*identify the relevant parts of the result*] [which I created] [for which I received rights from [*insert name of other right holder*]].

I am aware of the above [framework] [specific] contract, especially Articles [I.10 and II.13] concerning intellectual property rights and exploitation of the results and I confirm that I transferred all the relevant rights to [*insert name of contractor or other intermediary right holder*].

I declare that [I have received full remuneration] [I agreed to receive remuneration by [*insert date*]].

[As creator, I also confirm that I do not object to the following:

(a) that my name be mentioned or not mentioned when the results are presented to the public;
(b) that the results be divulged or not after they have been delivered in their final version to the contracting authority;
(c) that the results be adapted, provided that this is done in a manner which is not prejudicial to my honour or reputation.]

Date, place, signature