|  |  |  |  |
| --- | --- | --- | --- |
| **AUTHOR:** |  | | |
| **Citizenship Card N °:** | **Issued in:** | | |
| **Notification Address:** |  | **Phone number:** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **AUTHOR:** |  | | |
| **Citizenship Card N °:** | **Issued in:** | | |
| **Notification Address:** |  | **Phone number:** |  |

***Note:*** *If you need to add more authors, replicate the fields described above*

**COMPLETE TITLE OF THE ARTICLE IN SPANISH AND ENGLISH:**

|  |
| --- |
|  |

**NAME OF THE MAGAZINE**

|  |
| --- |
|  |

The aforementioned person (s), hereinafter **"THE AUTHOR (S)"**, of legal age, whose data are identified in the previous boxes and, on the other hand, **LA UNIVERSIDAD DEL MAGDALENA** autonomous, educational public institution, created by Ordinance No. 05 of the Departmental Assembly of October 27, 1958, with legal status recognized by Resolution No. 831 of December 3, 1974, identified with the NIT 891.780.111 - 8. Institution represented by **ERNESTO AMARU GALVIS LISTA**, of legal age, with residence and domicile in the city of Santa Marta, identified with the Citizenship card (C.C.) N ° 13.719.546 issued in Bucaramanga, who works as Vice Rector of Research, appointed by Resolution N ° 1056 of 2016, held by Act No. 128 of 2016 and empowered to sign contracts by Resolution No. 398 of 2017, hereinafter referred to as **THE UNIVERSITY**; we have agreed to enter into a **CONTRACT OF ASSIGNMENT AND TRANSFER OF AUTHOR'S PATRIMONIAL RIGHTS** over the article whose title is mentioned in the preceding box (hereinafter referred to as **"THE ARTICLE"**), which shall be governed by the content of the following:

**CLAUSES**

**FIRST**. **- Purpose: THE AUTHOR (S)** transfers to **THE UNIVERSITY** all the patrimonial rights of author corresponding to all the forms of use or exploitation known or to be known regarding **THE ARTICLE**, and, in particular, regarding the printed or digital edition, compilation, reproduction, translation, distribution, public communication, transformation, dissemination in printed or electronic media and/or multimedia within the content of the journal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or within indexes national and international

databases, or any other repository, or in any other printed or digital publication that THE UNIVERSITY decides or determines.

This assignment and transfer will take effect for the entire time of the legal protection of the work established by national law and for the territory of the whole world.

**SECOND. - AUTHOR'S DECLARATION: THE AUTHOR (S)** declares under the severity of the oath: **1)** That the article of the present assignment is original and was made without violating or usurping rights of third parties, so both the work is of his sole authorship and he has ownership over it. **2)** That it has not been previously published in another medium (unpublished work). **3)** That it has not been sent simultaneously to another publication. 4) That all the authors have contributed intellectually in the creation of the work. 5) That they have obtained the authorizations from the persons whose image or portrait is reproduced in the photograph (s) that accompany **THE ARTICLE**, so that there is no restriction from the point of view of the right to the image for the printed or digital publication, the distribution, and commercialization of the photographs or any other form of use or exploitation of the publication that incorporates them. 6) That the mentioned authors they are all coauthors of the work so that no other person has the status of co-author has been excluded or omitted from signing this contract. 7) That all authors have read and approved the final version of the submitted manuscript.

**THIRD**. - **Obligations of the AUTHOR:** 1) When submitting any claim or action by a third party regarding the content of the work at hand, **THE AUTHOR (S)**, will assume all the responsibility, and will leave to compensation and in defense of the rights assigned herein; for all purposes, **THE UNIVERSITY** acts as a third party in good faith.

**FOURTH. - Obligations of the University:** 1) to respect the moral rights of the author on the article that is the subject of the assignment. 2) To exercise the assigned proprietary right, following the Law and good customs. 3) To mention the name of the authors together with the article, in the same order in which they are mentioned or listed in this contract.

**FIFTH. - Royalties:** The assignment is made free of charge so that **THE MAGAZINE** and/or **THE UNIVERSITY** shall not pay the author or authors money of any kind.

Signed in the city of Santa Marta D.T.C.H., at

**By THE AUTHORS (S)**

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

C.C.

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

C.C.

**By THE UNIVERSITY**

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

C.C.