

AGREEMENT FOR GRANTING TRANSLATION AND PUBLICATION RIGHTS

Between

The World Health Organization through its Eastern Mediterranean Regional Office, which is situated in Abdul Razzak Al Sanhoury Street, opposite Children's Library, Nasr City, Cairo 11371, Egypt, **hereinafter called (WHO/EMRO)**

and

**Urmia University of Medical Sciences (The Publisher)**

WHEREBY it is mutually agreed as follows:

1. WHO hereby grants to the Publisher a non-exclusive licence to translate and print the following work:

**Patient Safety Workshop: Learning from Error** (the Work)

from the English language into the **FARSI** language. The Publisher is granted a non-exclusive sub-licensable worldwide licence **to publish in print and electronic formats**, market and distribute the translated Work (the Translation) in volume form only during the whole term of copyright.

2. The copyright in the Work remains vested in WHO. The copyright in the Translation shall be vested in the Publisher. WHO shall retain all rights not specifically granted under this Agreement.

3. The Publisher shall print the following statement (in the language of the Translation except for the title, which shall be in the language of the Work) prominently on the title page (verso) of the translated editions:

Published by the World Health Organization in **2008**  
under the title **Patient Safety Workshop: Learning from Error** ;  
© World Health Organization **2008**

The Director-General of the World Health Organization has granted translation rights for an edition in **FARSI** to, **Urmia University of Medical Sciences, Iran**, which is solely responsible for the **FARSI** edition.

4. The Publisher shall be solely responsible for the quality of the Translation. The Translation shall be faithful to the whole Work and rendered into good literary and scientific language. If the Publisher should find it necessary to make any modifications (abridgement, addition or deletion) to the text of the Translation, **the agreement of WHO is required**. Such modification shall be clearly indicated and set apart from the original text by different type-face, wider margin or other device and a statement to this effect shall appear on the title page.

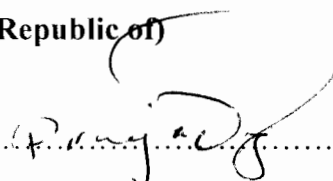
5. The name of the Publisher shall appear on the cover and title page, instead of the name of the World Health Organization.
6. On the cover, dust-jacket or title page, and in the Publisher's catalogue and announcements, nothing shall be printed which might give the impression that the Translation has been prepared or published by WHO.
7. No commercial announcements or advertisements, other than those referring to publications, shall be included in the translated editions. It shall nowhere be stated or implied that WHO endorses a specific company or product.
8. Prior to publication the Publisher shall, if requested by WHO, send for approval to Coordinator, Knowledge Management and Sharing at the Regional Office, page-proofs of the title-page and any other preliminary matter, together with any text to be printed on the cover or dust-jacket.
9. In return for the grant of translation rights, the Publisher shall give ten printed copies and one electronic read-only copy of the translated edition to WHO, free of charge, with permission to make the read-only copy of the translation available on the Organization's Internet website. The Publisher shall at his own expense post such copies to Coordinator, Knowledge Management and Sharing, WHO/EMRO, Abdul Razzak Al-Sanhouri Street, P.O. Box 7608, Nasr City, Cairo 11371, Egypt, referring to contract **GAP/TRA/IRAN/05/01**.
10. On the understanding that the subject edition is to be distributed without charge, or at cost price, no royalties or other financial compensation shall be payable to WHO under this agreement **on the first print run of 1000 copies**. The conditions for any further print runs shall be agreed upon with WHO in accordance with Article 15 below.
11. As an intergovernmental organization and by virtue of Article III, Section 9(a) of the Convention on the Privileges and Immunities of the Specialized Agencies, 1947, WHO is exempt from all direct taxes on its assets, income and property.
12. The rights granted to the Publisher under this Agreement may not be transferred or assigned without the prior written agreement of WHO.
13. This Agreement shall not enter into force unless received by WHO, after being signed by a person duly authorized to bind the Publisher, within three months of the date of signature by the responsible technical officer of WHO.
14. If the Work has not been translated and published within one year of the date of signature of the Agreement, the rights of translation into the language concerned shall revert to the World Health Organization, which shall be free to grant them to another Publisher.
15. If at any time the Publisher allows the Translation to go out of print or off the market in all editions issued, and if within six months after receiving written notice from WHO to do so, a new edition has not been reprinted and placed on the market, then all rights granted under this Agreement shall immediately and without further notice revert to WHO.

16. Any other conditions shall be agreed upon by exchange of letters between the Publisher and WHO.

17. Any dispute relating to the interpretation or application of this contract shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. Arbitration shall be conducted in accordance with the modalities to be agreed between the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral awards as final.

We hereby declare that we accept  
The above conditions

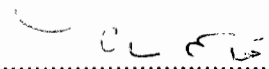
On behalf of **Urmia University of Medical Sciences**  
**Dr Habibollah Pirnejad**  
**Faculty of Allied Medicine**  
**Urmia University of Medical Sciences**  
**P.O.Box 1138**  
**11<sup>th</sup> km of Sero road, Pardis Nazloo**  
**Urmia**  
**Iran (Islamic Republic of)**

Signature: .....

Date: ..... 01-06-2011 .....

Signed on behalf of the  
**World Health Organization**

**Name:** Dr Kassem Taha Sara  
**Title:** WHO Arabic Programme  
**Email:** [Sarak@emro.who.int](mailto:Sarak@emro.who.int)

Signature: .....

Date: ..... 16/05/2011 .....