



World Health
Organization

TR/15/112

AGREEMENT FOR GRANTING TRANSLATION AND PUBLICATION RIGHTS
BETWEEN

The World Health Organization (WHO), 20 Avenue Appia, 1211 Geneva 27,
Switzerland,

and

Faculty of Nursing and Midwifery, Tabriz University of Medical Sciences, Southern
Shariati Avenue, 5138947977 Tabriz, the Islamic Republic of Iran (the Publisher)

WHEREBY it is mutually agreed as follows:

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

*Diagnostic criteria and classification of hyperglycaemia first detected in
pregnancy* (the Work)

from the English language into the Farsi language. The Publisher is granted a
non-exclusive sublicensable worldwide licence to publish in electronic format
(<http://www.tbzmed.ac.ir>) to market, and to distribute the translated Work (the
Translation) in its entirety 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 Farsi except for the title,
which shall remain in English prominently on the copyright page of each translated
edition:

Published by the World Health Organization in 2013
under the title *Diagnostic criteria and classification of hyperglycaemia first detected in
pregnancy*

© World Health Organization 2013

The World Health Organization has granted translation and publication rights for an edition
in Farsi to Tabriz University of Medical Sciences, which is solely responsible for the quality
and faithfulness of the Farsi translation. In the event of any inconsistency between the English
and the Farsi editions, the original English edition shall be the binding and authentic edition.

Insert Farsi title here

© Tabriz University of Medical Sciences (*insert publishing year of 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

Handwritten signature/initials

scientific language. No modifications (abridgement, addition or deletion) to the text of the Translation are permitted.

5. The logo of the Publisher shall appear on the cover and title page. The logo of WHO shall not appear anywhere on the translated edition.

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 edition. It shall nowhere be stated or implied that WHO endorses a specific company or product.

8. Prior to publication the Publisher shall send for approval to WHO Press of the World Health Organization, Geneva, Switzerland, the front cover, copyright page, title page, back cover 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 one electronic copy (text searchable, web optimized 300 DPI, max 5MB PDF file) of the translated edition to WHO free of charge with permission to make the PDF of the translation freely available on the Organization's web site. The Publisher shall provide WHO Press with the electronic files by email, WHO FTP site, or the web link to the electronic files of the translated edition.

10. On the understanding that the translated edition is to be published in electronic format and distributed for free, no royalties or other financial compensation shall be payable to WHO under this agreement.

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 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 published 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.

18. Nothing contained herein shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

We hereby declare that we accept the above conditions

Signed on behalf of the Tabriz University of Medical Sciences

.....*Alizadeh*.....

Title:*Alizadeh*.....

Date:*Dr. Sakineh mohammad alizadeh*.....

Signed on behalf of the World Health Organization

.....*[Signature]*.....

Dr Laragh Gollogly
Coordinator, WHO Press
10 December 2015