

# License contract

## **License contract**

### **PREAMBLE**

**1. The ISSN network and data.** The International Centre for the Registration of Serial Publications, which is also known as the ISSN International Centre (hereinafter the CIEPS/ISSN International Centre), coordinates a global network that has created an international system of numbering and bibliographic references which is essential for identifying and describing serial publications and other continuing resources on a global level. The CIEPS/ISSN International Centre disseminates these references in the form of various Services allowing authorised users to access ISSN data.

ISSN data consists of ISSN numbers (which are eight-digit codes assigned to continuing resources by the ISSN network, regardless of the language and country of publication), to which data sets identifying each of the resources to which an ISSN number has been assigned, for example the key-title, the publisher, the country and the language of publication (non-exhaustive list), are inextricably linked.

The ISSN network consists of the ISSN International Centre and the ISSN National and Regional Centres.

**2. Creation of the database.** The CIEPS/ISSN International Centre has gathered all of the ISSN data generated by it, as well as by the national and regional ISSN centres, and has constituted a structured set of information, which is regularly updated.

To create this database, the CIEPS/ISSN International Centre has made substantial investments for constituting, presenting and updating the content of this database.

As a producer, the CIEPS/ISSN International Centre benefits from the sui generis right over database production as defined in European Directive 96/9/EC of 11 March 1996.

The set of references gathered in this database has significant economic value. Consequently, any use of ISSN data can only be justified if it has been expressly authorised by the CIEPS/ISSN International Centre in advance.

**3. The CIEPS/ISSN International Centre.** The CIEPS/ISSN International Centre is an intergovernmental organisation, whose registered office is at 45, rue de Turbigo, 75003 Paris, France.

### **DEFINITIONS**

**"Access Point":** A computer equipment endpoint located on the same Geographical Site, from which Secondary Users can access ISSN Data, and whose contact details are indicated in the Agreement.

**"Agreement":** The licence agreement signed between the Licensee and the CIEPS/ISSN International Centre stating the rights and obligations of the Licensee and co-contractors in connection with the use of the Subscription Portal and therefore the use of the ISSN Register and ISSN Data via that Portal

**"ISSN Assignment":** The creation of a set of metadata describing a serial publication title, which is uniquely identified by an ISSN, notably in response to an ISSN request made by the registrant on the Extranet against payment.

**"Basket":** A service through which ISSN Data is selected by the user prior to full preview, and possible purchase via the One-time Purchase service.

**"CIEPS/ISSN International Centre":** The International Centre for the Registration of Serial Publications, an intergovernmental organisation created in 1975 by a treaty between France and UNESCO, registered with the INSEE (the French National Institute for Statistical and Economic Studies) under the SIRET (French business registration) number 30653550100028, having its registered office at 45 rue de Turbigo - 75003 PARIS (France). It is notably the registration authority for ISO standard 3297 and the provider of the ISSN Register and related information services.

**"Continuing Resource":** A document whose publication continues over time without a predetermined end.

**"Extranet":** A website offering users the possibility to create a personal and secure account, in order to access the various services offered by the CIEPS/ISSN International Centre. Opening an account on the Extranet is a prerequisite for accessing these Services.

**"Free Access Portal":** Free services provided by the CIEPS/ISSN International Centre providing any user with free access to a data subset from the ISSN Register, which is selected by the CIEPS/ISSN International Centre and known as Released ISSN Data.

**"Geographical Site":** a physical address for locating one or more Access Points, from which Secondary Users can access ISSN Data, and whose contact details are indicated in the Licence Agreement.

**"Intermediary":** A natural or legal person acting on behalf of a publisher, registered on the Extranet and using the CIEPS/ISSN International Centre services.

**"ISSN":** Acronym for International Standard Serial Number. This international number uniquely identifies a serial publication. In particular, it identifies newspapers, journals and collections of monographs, regardless of the medium. It is defined by ISO standard 3297.

**"ISSN API":** Programmes developed by the CIEPS/ISSN International Centre for searching and transferring ISSN Data through requests between machines.

**"ISSN Credit":** a value representing the number of ISSN assignments available to registrants registered on the extranet and which includes the additional ISSN data creation, maintenance and dissemination services.

**"ISSN Data":** Contents of the ISSN Register, including the ISSN numbers and associated data elements to identify the serial publications and other continuing resources to which ISSN numbers have been assigned. ISSN Data includes Released ISSN Data and Complete ISSN Data.

**"ISSN Register":** A database containing all ISSN Data compiled by the CIEPS/ISSN International Centre. It is the property of the CIEPS/ISSN International Centre. The ISSN Register is included in the ISSN Portal.

**"Complete ISSN Data":** All data extracted from the ISSN Register concerning a publication and made available to users:

free of charge: for ISSN data on open access scientific publications included in the ROAD (Directory of Open Access Scholarly Resources) via the Free Access Portal.

against payment: at the request of users, via the Subscription Portal and/or One-time Purchase service.

**"Released ISSN Data":** Part of the data extracted from the ISSN Register concerning a publication, selected by the CIEPS/ISSN International Centre and made available to users free of charge via the Free Access Portal. This Released ISSN Data is limited to:

- ISSN
- ISSN-L
- Title proper
- Key-title
- Country
- Medium
- URL of the digital resource
- Date of last update.

**"Licensee":** A natural or legal person having signed the Agreement via the Extranet, authorising him/her to use the Subscription Portal and access the Complete ISSN Data contained in the ISSN Register.

**"One-time Purchase":** A paid supply on demand service for Complete ISSN Data from searches that users perform on the Free Access Portal.

**"Publisher":** The natural or legal person responsible for the publishing company that publishes serial publications.

**"Registrant":** A publisher or intermediary registering on the Extranet to request an ISSN assignment for one or more serial publications and using one or more CIEPS/ISSN International Centre services.

**"ROAD (Directory of Open Access Scholarly Resources)":** A database, which is freely accessible on the Internet, and containing Complete ISSN Data identifying open access scientific serial publications.

**"Serial Publications":** See "Continuing Resource".

**"Subscription Portal":** Services provided by the CIEPS/ISSN International Centre, in accordance with the terms of the Agreement, enabling the Licensee and any Secondary Users to access the Complete ISSN Data contained in the ISSN Register according to the access arrangements referred to when taking out the subscription via the Extranet (<http://portal.issn.org>).

**"Service (s)":** Services offered by the CIEPS/ISSN International Centre to users (i) of the Free Access Portal, (ii) of the Subscription Portal and/or (iii) who have created an account on the Extranet.

**"User":** a general category grouping users of the Free Access Portal, Authorised Users, Registered Users, Secondary Users and Licensees.

**"Authorised User":** any person expressly and exhaustively authorised by the CIEPS/ISSN International Centre to access the Subscription Portal and therefore access Complete ISSN Data, namely the Licensee and the Secondary Users.

**"Registered User"**: any person who has created a user account on the Extranet.

**"Secondary User"**: any natural or legal person, duly identified and declared by the Licensee when subscribing to the Subscription Portal via the Extranet, expressly and exhaustively authorised by the CIEPS/ISSN International Centre to use all or part of the ISSN Data.

This is a Licence Agreement between you (hereinafter the "Licensee") and the CIEPS/ISSN International Centre which explains how you can VIEW and use the ISSN Data contained in the ISSN Register under this licence.

By subscribing to the Subscription Portal, you agree to the terms of this Agreement.

#### ARTICLE 1: DESCRIPTION OF THE SUBSCRIPTION PORTAL

The ISSN Portal for subscribers <<http://portal.issn.org>> (hereinafter the **"Subscription Portal"**) is an information service published by the CIEPS/ISSN International Centre, which is accessible by subscription and which contains Complete ISSN Data.

The Subscription Portal is only accessible to Authorised Users through a login and password or by an IP address.

#### ARTICLE 2: TERMS OF ACCESS AND SUBSCRIPTION

FIRST OF ALL, the Licensee also acknowledges that he/she is fully aware of the possibility (i) of having free access to Released ISSN Data and to free Complete ISSN Data and to free Complete ISSN Data via the Free Access Portal and (ii) of conducting one-time paid consultations/extractions of Complete ISSN Data via the One-time Purchase service.

The Licensee acknowledges having taken out a subscription via the Extranet, leading to the unreserved acceptance of this Agreement and the Terms of Use.

He/she undertakes to comply with the declared operating purpose of the ISSN Data, which has been validated by the CIEPS/ISSN International Centre in his/her subscription.

The CIEPS/ISSN International Centre authorises the Licensee to grant certain use rights to Secondary Users, in the manner strictly and limitatively referred to in Article 5, provided that:

- the Licensee has duly identified and declared his/her Secondary Users when registering, knowing that one Access Point corresponds to one Secondary User and that one Geographical Site may have multiple Access Points,
- the Licensee has declared the operating purpose of each Secondary User, which will be examined by the CIEPS/ISSN International Centre, which, as in the case of the Licensee, may refuse the access authorisation.

#### ARTICLE 3: USE RIGHTS GRANTED TO THE LICENSEE

The CIEPS/ISSN International Centre grants the Licensee the non-exclusive, personal, non-assignable and non-transferable right to view, extract and reuse the ISSN Data subject to the conditions and restrictions below.

The use rights granted under the Agreement do not imply any transfer of the intellectual property rights over all or part of the ISSN Data or of rights other than those expressly referred to in this Agreement:

Consultation and viewing of ISSN Data;

Extraction and reuse under the following cumulative conditions:

ISSN Data may be copied.

ISSN Data must necessarily be modified in such a way that the informational value added to the ISSN Data by the Licensee corresponds to at least the addition of a holdings statement, a call number or URL of the Publisher or provider of access to the resource.

ISSN Data thus modified can be reused in a catalogue or database.

ISSN Data thus modified must mention the CIEPS/ISSN International Centre as a source.

Any use of ISSN Data, other than those expressly authorised above, is prohibited, including the following uses:

reproducing, disseminating to unauthorised third parties or making publicly accessible ISSN Data which is reusable and/or established in a format readable by anyone, including on the Internet.

To this end, the Licensee must put in place the means to prevent any unauthorised third party from accessing the ISSN Data and, to the fullest extent possible, make such access technically impossible.

Using the ISSN data for commercial purposes: the sale, reproduction or distribution against payment of ISSN Data, in any form whatsoever, for the benefit of any third party, are particularly prohibited.

In order to obtain ISSN Data and depending on the subscription taken out, the Licensee must use the manual download features and/or the ISSN APIs made available to him.

The Licensee undertake in particular not to violate or attempt to violate the IT security of the information systems of the CIEPS/ISSN International Centre or its potential service providers, nor to hinder their operation or make fraudulent use thereof.

The Licensee shall refrain from:

any obstruction of operation that could prevent or limit third party access to or use of the Subscription Portal by third parties in any way, under penalty of being denied access to the Subscription Portal without notice and without any damages being paid;

appropriating or attempting to unduly appropriate ISSN Data.

The Licensee undertakes to preserve the quality of the service, its hardware and its bandwidth.

#### ARTICLE 4: THE LICENSEE'S OBLIGATIONS

The Licensee must ensure that all Secondary Users strictly adhere to the terms of use of the ISSN Data, particularly aspects concerning the confidentiality, ownership and use rights of ISSN Data.

The Licensee agrees to take all appropriate measures, including by instruction, contract or any other means with regard to Secondary Users to ensure their knowledge of and compliance with the terms and conditions of the Agreement and the Terms of Use of the database, particularly but not exclusively with regard to the use rights of ISSN Data and confidentiality obligations. The CIEPS/ISSN International Centre reserves the right to request copies of the information sent by the Licensee to Secondary Users.

The ISSN Data must only be associated with data for which the Licensee has the necessary rights to make such an association. The Licensee guarantees the CIEPS/ISSN International Centre against any harmful consequences relating to the use of ISSN Data in association with

third party data.

The Licensee must not declare IP addresses that give access to more users than the number of users allowed under the Agreement.

The Licensee shall provide the CIEPS/ISSN International Centre with all relevant information regarding its computer system to enable the CIEPS/ISSN International Centre to verify the conditions of access to the ISSN Data, in accordance with Article 9 in particular.

The Licensee must inform the CIEPS/ISSN International Centre in writing of any changes made to its legal structure, particularly by way of merger, acquisition or division, likely to result in a change in the number of Secondary Users declared during subscription to the Subscription Portal so that these changes are taken into account for regularisation no later than when the registration is renewed.

#### ARTICLE 5: USE RIGHTS OF SECONDARY USERS

Notwithstanding the strictly personal nature of the use rights granted under the Agreement, the Licensee is authorised to grant use rights to Secondary Users identified in a limited way when registering for the Subscription Portal. Their use rights are strictly limited to those of the Licensee, in accordance with Article 3.

For each Secondary User declared, the Licensee must also declare the purpose of the Secondary User using the ISSN Data to the CIEPS/ISSN International Centre.

Any use of ISSN Data other than those expressly authorised under the Agreement and these Terms of Use is prohibited, particularly the uses referred to in Article 3 of this Agreement.

The Licensee is responsible in respect of the CIEPS/ISSN International Centre for the proper use of ISSN Data by Secondary Users and for their potential breaches. In case of non-compliance with the terms of the Agreement or the Terms of Use by Secondary Users, the Licensee will be subject to the penalty referred to in Article 8.

#### ARTICLE 6: THE CIEPS/ISSN INTERNATIONAL CENTRE'S OBLIGATIONS

The CIEPS/ISSN International Centre agrees to implement the means at its disposal to create and update the ISSN Data and to ensure the permanence, continuity and quality of the Services it offers. In no case may an obligation of result be invoked against it.

The CIEPS/ISSN International Centre undertakes to act within a reasonable time to restore access in case of failure or anomaly making it impossible to access the Services. The CIEPS/ISSN International Centre nevertheless reserves the right to interrupt access to the Services at any time for maintenance, development or correction reasons.

The CIEPS/ISSN International Centre reserves the right to temporarily or permanently block the account of a Registered User who fails to comply with the Terms of Use or the terms of the Licence Agreement.

#### ARTICLE 7: PRICING

The Licensee acknowledges that the CIEPS/ISSN International Centre has submitted a quotation via the Extranet which he/she has accepted, and that the fee corresponding to the subscription has been paid from the Extranet.

The amounts owed by the Licensee are invoiced electronically and invoices are issued by the CIEPS/ISSN International Centre and payable online by credit card or by bank transfer.

The CIEPS/ISSN International Centre reserves the right to modify the price of the Agreement each year. Any price modifications will be announced no later than two (2) months before the

renewal date of the subscription and will be applicable as of the renewal.

The termination of the Agreement by the Licensee for convenience before the expiry of the current period, or any suspension of the Subscription Portal in case of force majeure, shall not give rise to any reimbursement of the amounts paid by the Licensee for the period of the current Agreement.

Similarly, the termination of the Agreement by the Licensee for convenience before the expiry of the current period, or any suspension of the Subscription Portal in case of force majeure, shall not release the Licensee from his/her obligation to pay for the service subscribed to.

#### ARTICLE 8: PAYMENT OF THE SUBSCRIPTION

When the CIEPS/ISSN International Centre has validated the subscription, the Licensee shall receive confirmation of the start of his/her access in an email to the email address provided during registration on the Extranet:

- for any new Licensee (first subscription), the fees must be paid within 60 days of the notification sent by the CIEPS/ISSN International Centre to the email address provided, otherwise, the subscription offer will not be activated and will no longer be valid.

- in case of renewal, the Licensee may make the payment within 60 days of the expiry of the current Agreement. After two reminders from the CIEPS/ISSN International Centre, sent to the email address provided at the time of registration for the attention of the Licensee and if no payment is made, the subscription and access to the data will be terminated.

The Licensee shall pay the fees due by logging into his/her Extranet account and making the payment either by credit card or bank transfer.

#### ARTICLE 9: FALSE DECLARATIONS

Any false or inaccurate declaration by the Licensee or the Secondary Users, on the registration form, or any use of the ISSN Data which is not in accordance with the provisions of the Agreement or the Terms of Use constitutes a breach of contract. Without prejudice to the damages for which the Licensee would be liable under such a breach, the CIEPS/ISSN International Centre reserves the right to terminate access to the ISSN Data for the Licensee and the Secondary Users, without any compensation being claimed by the parties concerned.

In case of doubt regarding the authorised or unauthorised nature of the intended use of the ISSN Data, the Licensee shall first request the approval of the CIEPS/ISSN International Centre, which will respond as soon as possible.

#### ARTICLE 10: RIGHT TO AUDIT

The CIEPS/ISSN International Centre reserves the right to carry out controls or arrange for controls to be carried out to ensure that the Licensee complies with all of the provisions of the Agreement and the Terms of Use, particularly the authorised uses related to the pricing applied. The controls will take place on the date chosen by the CIEPS/ISSN International Centre.

The Licensee will be informed EIGHT (8) days in advance by registered letter with acknowledgment of receipt. These controls may be carried out with Secondary Users in a similar way. The Licensee shall provide the CIEPS/ISSN International Centre, or the body chosen by the latter, with all of the accounting, financial and technical elements to carry out these controls under the best conditions, including statistics on the use made of the ISSN Data. The information communicated to the auditor in the context of these controls are used exclusively for carrying out this audit mission.

If the Agreement is terminated, the CIEPS/ISSN International Centre or the body mandated for this purpose may, for a period of six (6) months from the date of termination, carry out a control in the Licensee's premises or those of its Secondary Users, in order to verify that the provisions of Article 13 have been actually applied.

The Licensee must expressly inform the Secondary Users that the controls referred to in this Article may be carried out on them and, for this purpose, inform them that the CIEPS/ISSN International Centre or the body appointed by it has the right to access their premises and their hardware, as well as the right to verify the uses made of the ISSN Data.

#### ARTICLE 11: RESPONSIBILITY

It is expressly agreed that if the CIEPS/ISSN International Centre is held responsible under the Agreement, the Licensee cannot claim any compensation other than the fees already paid for the faulty part of the service during the TWELVE (12) months preceding the occurrence of the damage, subject to the Licensee quantifying the reality of his/her loss. The Licensee must make any claims in relation to the performance hereof within one (1) year of the performance of the service which is the subject of the claim, otherwise the action will be time-barred.

In no event shall the CIEPS/ISSN International Centre be held responsible for indirect damages such as, but not limited to, commercial loss, loss of profit, alteration of brand image or damage that could have been avoided if the Licensee had carried out due diligence for that purpose.

The CIEPS/ISSN International Centre also refuses any responsibility concerning data external to the ISSN Register, aggregated with ISSN Data and provided by third parties.

#### ARTICLE 12: DURATION OF THE AGREEMENT AND THE SUBSCRIPTION

The Agreement shall enter into force on the date of acceptance of this Licence by the Licensee on the Extranet.

The renewal of the subscription to the Subscription Portal is not tacit: the Licensee shall either process with payment via the Extranet when the conditions of the subscription he/she is renewing are the same, or contact the CIEPS/ISSN International Centre through the Extranet to request new subscription conditions.

The subscription may be taken out for a duration of 3, 6 or 12 months or for a longer duration, subject to acceptance by the CIEPS/ISSN International Centre.

#### ARTICLE 13: TERMINATION FOR BREACH

The Agreement may be terminated automatically if one of the parties breaches one or more of its obligations, after formal notice to remedy the breach/breaches sent by registered letter with acknowledgment of receipt has had no effect after thirty (30) days from its receipt.

The Agreement may be terminated by the CIEPS/ISSN International Centre at any time, without notice, without the Licensee being able to claim any compensation, if the Licensee is the subject of bankruptcy or liquidation proceedings.

#### ARTICLE 14: MODIFICATIONS TO THE SERVICE

The CIEPS/ISSN International Centre is allowed to modify the characteristics of the ISSN Data, the ISSN Register and therefore the Subscription Portal according to changes to standards and computer techniques. The CIEPS/ISSN International Centre may, at its sole discretion, make changes to the presentation format and/or structure of the Subscription Portal or the ISSN Register, without having to inform the Licensee in advance, provided that the Licensee still has access to the same information.

In case of substantial modifications, the CIEPS/ISSN International Centre shall inform the Licensee in writing. The Licensee shall then have a period of 15 days from receipt of the information letter sent to him by the CIEPS/ISSN International Centre by registered letter with acknowledgment of receipt to make known his/her intention to terminate his/her Agreement as a result of these modifications. In this case, termination will be at the end of the subscription. If the Licensee fails to respond within 15 days of receiving the information letter, the modifications will be deemed to have been accepted.

#### ARTICLE 15: CONSEQUENCES OF TERMINATION

In the event of termination or non-renewal of the Agreement before its expiry, the Licensee acknowledges and agrees that no reimbursement, even partial, will be made by the CIEPS/ISSN International Centre, regardless of the date of the termination or non-renewal.

If the CIEPS/ISSN International Centre suspends the Agreement due to the occurrence of a force majeure event, the Licensee acknowledges and agrees that the amount of the fee shall remain permanently acquired by the CIEPS/ISSN International Centre.

The Licensee must immediately stop using the ISSN Data if the Agreement is terminated. By way of derogation, a Licensee who has used modified ISSN Data in his/her database may continue to use it in strict accordance with the provisions of the Agreement.

#### ARTICLE 16: CONFIDENTIALITY - PERSONAL DATA

All data related to the terms of use, including login credentials, is confidential information.

The Licensee must process such data as confidential and ensure that his/her staff and Secondary Users do so.

The CIEPS/ISSN International Centre undertakes to maintain the confidentiality of all statistical data relating to the use of the ISSN Data by the Licensee and/or the Secondary Users and of all information provided by the Licensee and/or Secondary Users in connection with the use of the Subscription Portal, including the content of their searches and queries. This data may only be used by the CIEPS/ISSN International Centre in the context of the operation of the Subscription Portal, particularly with a view to improving the Subscription Portal, and can only be provided to third parties in an aggregated and anonymous form.

The personal data collected is intended for the CIEPS/ISSN International Centre's management services and is not disclosed to third parties.

The data depositor has the right to access, rectify and delete his/her personal data. Any requests should be sent to: CIEPS, 45, rue de Turbigo, 75003 Paris (France). Email: [communication@issn.org](mailto:communication@issn.org).

#### ARTICLE 17: CONTRACTUAL DOCUMENTS

The Agreement, which supersedes, as from its effective date, any previous verbal or written agreements or contracts concerning the ISSN Register or the ISSN Data, constitutes all of the agreements between the parties.

The acceptance of any offer from the CIEPS/ISSN International Centre automatically implies the Licensee's acceptance of the Terms of Use, which are decisive for the commitment of the CIEPS/ISSN International Centre. The Terms of Use shall govern the use of the ISSN Data and shall prevail over all provisions contained in documents issued by the Licensee.

The CIEPS/ISSN International Centre reserves the right to modify the Terms of Use. The CIEPS/ISSN International Centre will inform each Licensee of any modification of these Terms of Use at least two (2) months before they take force by sending an email to the email

address indicated on the Licensee's personal account. If the Licensee does not accept these modifications, he/she will be free to cancel his/her Agreement from his/her Extranet account, with this termination taking effect on the next quarterly or annual subscription expiry date. Failing termination, the new Terms of Use will become applicable as from their effective date.

Secondary Users shall be automatically subject to the updated version of the Terms of Use on the date of use on the Subscription Portal, once they have been accepted by the Licensee. Secondary Users are requested to frequently check for any updates.

#### ARTICLE 18: MISCELLANEOUS PROVISIONS

Given the personal nature of the Agreement, the Licensee may not assign, transfer or delegate the Agreement or any rights or obligations resulting therefrom without prior written authorisation from the CIEPS/ISSN International Centre.

No waiver by either party of any of its rights under this Agreement at any time shall constitute a permanent waiver of said rights in the future.

If any provision of the Agreement is void under French law in force, it shall be deemed unwritten, but will not result in the nullity of the entire Agreement.

The original Agreement is written in French. In case of any discrepancies between the French version and a version translated into another language, only the French version shall prevail.

The Agreement is interpreted and governed in accordance with French law. The same shall apply to the substantive rules and procedural rules.

#### ARTICLE 19: MEDIATION

Any disputes regarding the validity, interpretation or performance of the Agreement shall be subject to an attempt at mediation.

The mediator shall be appointed by mutual agreement between the parties within 15 days of receipt of the request sent by one of the parties to the other party. If no such agreement can be reached within this period, the mediator shall be appointed (at the request of the first party to take action) by the President of the Commercial Court of Paris, who will have to ensure that there is no link between the two contracting parties and the mediator that could compromise the mediator's independence.

The mediator shall, within a period of 2 months from the date of his/her appointment and if the parties have not reached a deal before the expiry of this period, serve the parties a written recommendation setting out his/her reasoned opinion on the dispute submitted to him and the recommended solution.

The mediator's expenses shall be shared between the parties.

If the recommended solution is not accepted, the parties may have the dispute settled by the competent courts.

#### ARTICLE 20: ALLOCATION OF JURISDICTION

In the event of a dispute regarding the interpretation or performance of the Agreement and failing an amicable agreement between the parties, the Courts of Paris shall have exclusive jurisdiction.