

COPYRIGHT ASSIGNMENT AGREEMENT

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COPYRIGHT ASSIGNMENT AGREEMENT

COPYRIGHT ASSIGNMENT AGREEMENT, entered into in the City of, Province of, Canada.

BETWEEN: (*name of individual*), (*occupation*), domiciled and residing at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), operating as a sole proprietorship under the name (*business name*);

HEREINAFTER THE “ASSIGNOR”;

AND: **V1** (*name of individual*), (*occupation*), domiciled and residing at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), operating as a sole proprietorship under the name (*business name*);

OR

V2 (*corporate name*), a legal person duly incorporated under the *Act (name of statute under which the corporation was incorporated)*, with its principal place of business at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number in accordance with the *Act (name of the applicable statute governing the legal registration of the corporation)*, represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof, [as he/she so declares] **OR** [as indicated in the resolution of the sole director [**OR** board of directors], attached hereto as Schedule A];

OR

V3 (*common business name*), [a general partnership], **OR** [a limited partnership represented by (*name of its general partner*), its general partner] **OR** [an undeclared partnership], **OR** [a joint venture], **OR** [a collaboration], **OR** [a group of persons] operating a business, duly formed under the [..... *Act (identify applicable statute)*] **OR** [Civil Code of Quebec] **OR** [applicable general law], with its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered (*if applicable*) under the designating number in accordance with the *Act (name of applicable statute governing legal registration of corporation)* represented

ASSIGNOR	ASSIGNEE

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by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares **OR** [as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration], **OR** [as indicated in the resolution of the members of the group of persons], attached hereto as Schedule A;

HEREINAFTER THE “ASSIGNEE”;
HEREINAFTER COLLECTIVELY THE “PARTIES”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- A) The ASSIGNOR is the sole author of a (*specify type, e.g. musical, literary, etc.*) work created on, 20... and entitled
- B) (*if applicable*) The ASSIGNOR has duly registered its copyright in the above work on, 20... with the Copyright Office, as evidenced by the registration certificate, a copy of which is attached hereto as Schedule B;
- C) The ASSIGNOR wishes to transfer and the ASSIGNEE wishes to acquire the entire copyright in such work;
- D) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- E) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

ASSIGNOR	ASSIGNEE

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0.01 Definitions

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement [and in any ancillary or subordinate documentation] will be interpreted as follows:

0.01.01 Activities

means, regarding the ASSIGNOR, *(describe its principal business activities)* and, regarding the ASSIGNEE, *(describe its principal business activities)*;

0.01.02 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 12.05 herein;

0.01.03 Breach

means, with regard to any representation or warranty or obligation under the Agreement:

- a) any misrepresentation, inaccuracy, error, or failure to disclose;
- b) any non-compliant performance or failure to perform an obligation; or
- c) any non-compliance, infringement, default or failure to satisfy any provision;

0.01.04 Claim

means any request, complaint, grievance, legal action, lawsuit, cause of action, order, sentence, judgment, notice, demand letter, legal proceeding, arbitration, audit, hearing, investigation or assessment;

0.01.05 Confidential Information

means any information (commercial, technical, scientific, financial, legal, personal or other information) that a PARTY discloses [before and] during the term of the Agreement and that the receiving PARTY, exercising reasonable business judgment, understands to be confidential, including, in particular, any information related to its Activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clients or employees, but excludes:

- a) information known to the receiving PARTY prior to the date of its disclosure;

ASSIGNOR	ASSIGNEE