



COPYRIGHT ASSIGNMENT AGREEMENT
For the Assignor's own works (e.g. an author)
or works they have commissioned (a publisher, newspaper, etc.)

This AGREEMENT (the "**Agreement**"), dated as of [DATE] (the "**Effective Date**"), is made by the Canadian Research Knowledge Network ("**CRKN**"), with offices located at Suite 468, 395 Wellington St., Ottawa, ON, K1A 0N4, and [ASSIGNOR NAME] (the "**Assignor**"), with an address at [ADDRESS].

BACKGROUND

- A. The Assignor wishes to assign its right, title, and interest in the materials described in Schedule A (the "**Works**") to CRKN, including all copyright and related rights.

In consideration of the mutual covenants, terms and conditions set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

- 1.1 Assignment. Subject to the terms and conditions set forth herein, the Assignor hereby irrevocably sells, assigns, transfers, and conveys to CRKN, and CRKN hereby accepts, all right, title, and interest in and to the Works (collectively, the "**Acquired Rights**"), including:
- a. all (i) copyrights in the Works whether registered or unregistered, arising under any applicable law of any jurisdiction throughout the world or any treaty or other international convention, and (ii) registrations and applications for registration for the Works;
 - b. all of the Assignor's right, title, and interest in and to all copies and other tangible embodiments of the Works in all languages and in any form or medium now or hereafter known or developed;
 - c. *[if the Assignor has licensed the Works to any person, include this clause: "all licences and similar contractual rights or permissions, whether exclusive or non-exclusive, related to any of the Works (the "**Licenses**")";]*
 - d. all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the Works;
 - e. all claims and causes of action with respect to any of the Works, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and
 - f. all other rights, privileges, and protections of any kind whatsoever of the Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.
- 1.2 *[Add if the Assignor has licensed the Works to any person: "Assumption of Licences. Subject to the terms and conditions set forth herein, CRKN hereby accepts the Assignor's assignment of the Licences, assumes all of Assignor's duties and obligations under the Licences, and agrees to pay, perform, and discharge, as and when due, all of the liabilities and obligations of the Assignor under the Licences accruing on and after the date hereof, but only to the extent that such liabilities and obligations do not relate to any breach,*

default, or violation by Assignor. Other than the liabilities identified above, CRKN neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Assignor of any kind.”]

1.3 [Add if CRKN is paying any money to the Assignor: **Purchase Price and Payment**: The aggregate purchase price for the Acquired Rights shall be \$♦ Canadian Dollars (the “**Purchase Price**”). CRKN shall pay the Purchase Price within ♦ business days following the parties’ full execution of this Agreement. Payment shall be made in Canadian dollars by [describe method of payment: e.g. cheque delivered to the Assignor/direct deposit/wire transfer].]

2. **Moral Rights**

2.1 **Waiver**. To the extent that any moral rights are vested in Assignor as an author (sole or joint) of any of the Works, the Assignor hereby absolutely and irrevocably waives, in favour of CRKN, to the extent permitted by applicable law, any and all claims the Assignor may now or hereafter have in any jurisdiction to all such moral rights in relation to the Works.

3. **Deliverables**

3.1 On the Effective Date, or such other date the parties may agree upon in writing, the Assignor shall deliver the following to CRKN:

- a. the Works in the following format(s): [insert description of the format]; and
- b. all such documents, correspondence, and information as are necessary to own, use, register, and enforce the Acquired Rights, including any author, contributor and/or copyright assignment agreements, and any copyright registrations along with schedules for actions to be taken concerning prosecution and maintenance of the Acquired Rights.

4. **Assignor’s Representations and Warranties**

4.1 **Authority of Assignor; Enforceability**. The Assignor has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by the Assignor have been duly authorized by all necessary action of the Assignor and, when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms and conditions.

4.2 **No Conflicts; Consents**. The execution, delivery, and performance by the Assignor of this Agreement, and the completion of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of the Assignor, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject, or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization [Add if the Assignor has licensed the Works to any person: “(other than the Licences)”] is required to be obtained by the Assignor from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by the Assignor of this Agreement, or to enable CRKN to own and use, and at its discretion, register, the Acquired Rights.

4.3 **Ownership**. The Assignor owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances [Add if the Assignor has licensed the Works to any person: “(other than the Licences)”]. The Assignor is in full compliance with all legal requirements applicable to the Acquired Rights and the Assignor’s ownership and use thereof.

- 4.4 Validity and Enforceability. To the Assignor's knowledge, the Acquired Rights are valid, subsisting, and enforceable by the Assignor in all applicable jurisdictions.
- 4.5 Non-Infringement. To Assignor's knowledge, the registration, ownership, and exercise of the Acquired Rights the Assignor do not and will not infringe, misappropriate, or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law. To the Assignor's knowledge, no person has infringed, misappropriated, or otherwise violated, or is currently infringing, misappropriating, or otherwise violating, any of the Acquired Rights.
- 4.6 Legal Actions. There are no actions settled, pending, or, to the Assignor's knowledge, threatened (including in the form of offers to obtain a licence): (i) alleging any infringement, misappropriation, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights, (ii) challenging the validity, enforceability, registrability, or ownership of any Acquired Rights or the Assignor's rights with respect thereto, or (iii) by the Assignor alleging any infringement, misappropriation, or other violation by any third party of any Acquired Rights.
- 4.7 *[Add if the Assignor has licensed the Works to any person: "Licences. The Assignor has provided CRKN with true and complete copies of all Licences (or in the case of any oral agreements, a complete and accurate written description thereof), including all modifications, amendments, and supplements thereto and waivers thereunder. Each Licence is valid, binding, and enforceable between the Assignor and the other parties thereto, and neither the Assignor nor any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) any Licence in any material respect, or has provided or received any notice of breach of, default under, or any actual or intended termination of any Licence."]*

5. Indemnification

- 5.1 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.
- 5.2 Indemnification. The Assignor shall defend, indemnify, and hold harmless CRKN, CRKN's affiliates, and their respective members, directors, officers, and employees (each, a "CRKN Indemnified Party") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including legal fees on a solicitor and own client basis, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**"), arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "**Third-Party Claim**") related to any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of the Assignor contained in this Agreement.
- 5.3 Indemnification Procedure. A CRKN Indemnified Party shall promptly notify the Assignor upon becoming aware of a Third-Party Claim with respect to which the Assignor is obligated to provide indemnification under this Section (an "**Indemnified Claim**"). The Assignor shall promptly assume control of the defence and investigation of the Indemnified Claim, with counsel of its own choosing, and the CRKN Indemnified Party shall reasonably cooperate with the Assignor in connection therewith, in each case at Assignor's sole cost and expense. The CRKN Indemnified Party may participate in the defence of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. The Assignor shall not settle any Indemnified Claim on any terms or in any manner that adversely affects the rights of any CRKN Indemnified Party without the CRKN Indemnified Party's prior written consent which consent shall not be unreasonably withheld, conditioned, or delayed.

6. Dispute Resolution

- 6.1 Dispute Resolution. If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this Agreement, or if there is an allegation of a breach of this Agreement, the dispute will be dealt with in accordance with this provision.

- a. Any party may formally initiate this provision by sending a written notice to the other party, describing the dispute and setting out a reasonable cure period, which will not be less than 30 days.
- b. If the parties are unable to resolve their dispute within the cure period, either party may send the matter to a representative at the senior manager/director level or equivalent position, and notify the other party, in writing (the "**Formal Notice**"). As soon as practicable after receiving the Formal Notice, the receiving party will designate a representative at the senior manager/director level or equivalent position, and such representatives will meet to resolve the matter.
- c. If within 30 days following the delivery of the Formal Notice, the representatives are unable to resolve the matter, the parties agree to resolve the dispute by arbitration using the Canadian Arbitration Association Expedited Arbitration Rules. The parties agree that the Canadian Arbitration Association Expedited Arbitration Rules give the parties a fair opportunity to present their case and respond to the case of the other side. The arbitration shall be held in Ottawa, Ontario, Canada, and shall proceed in accordance with the provisions of the *Arbitration Act* (Ontario). Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

7. General

- 7.1 Further Assurances. From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.
- 7.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective [permitted] successors and [permitted] assigns.
- 7.3 Interpretation. For purposes of this Agreement, any schedules and exhibits referred to in this Agreement will be deemed to be an integral part of this Agreement
- 7.4 Entire Agreement and Amendments. This Agreement, including and together with any related attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.
- 7.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties to this Agreement and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- 7.6 Relationship of the Parties. Nothing contained in this Agreement will be interpreted as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties and neither party has authority to contract for or bind the other party in any manner whatsoever.
- 7.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision.
- 7.8 Waiver. No waiver by any party of any of the provisions of this Agreement will be effective unless explicitly set out in writing and signed by the party so waiving. Except as otherwise set out in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be interpreted as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

7.9 Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, are governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to any conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario for any actions or proceedings arising out of or relating to the enforcement of this Agreement.

7.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

The Assignor and CRKN have caused this Agreement to be executed as of the Effective Date by their respective duly authorized signatories.

[ASSIGNOR NAME]

**CANADIAN RESEARCH KNOWLEDGE
NETWORK**

By _____
Name:
Title:

By _____
Name:
Title:

**SCHEDULE A
DESCRIPTION OF WORKS**

[Insert description of the Works being assigned under this Agreement. This description should include all titles, authors, citations, pre/post-print status, embargo periods, and other relevant information.]