

# Copyright Assignment Agreement

## I. Parties

This **Copyright Assignment Agreement** (shall be referred to as "**Agreement**" hereinafter) has been signed by and between the parties below;

**Transferor**

**Transferee**

**WHEREAS** the Transferor is the author and owner of \_\_\_\_\_ (the "**Work**"), described below;

**WHEREAS** the Transferee wants to obtain the ownership of the copyright of the Work for marketing and sales purposes, and the Transferor is willing to transfer such rights on the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

## II. Transfer of Copyright

The Transferor hereby irrevocably assigns and transfers to the Transferee all rights, title, and interest in and to the copyright of the Work, including all rights under applicable copyright law and all other intellectual property rights related to the Work.

This transfer includes, but is not limited to, the exclusive rights to reproduce, distribute, publicly display, and create derivative works based on the Work. The transfer does not include the right to make changes to the work and cannot be interpreted as such.

### III. Term and Termination

This Agreement shall be effective as of \_\_\_\_\_ and the term of the Agreement is \_\_\_\_\_ starting from the effective date. The transferred rights can only be used within this period in accordance with the provisions of this Agreement. If a new agreement is not made before the expiration of the Agreement, the term of the Agreement shall not be extended.

This Agreement may be terminated at any time by mutual written agreement of both the Transferor and the Transferee before the expiration of the fixed term.

In the event that either party breaches a material term or condition of this Agreement, the non-breaching party may terminate this Agreement by providing written notice to the breaching party. The breaching party shall have \_\_\_\_\_ days from the receipt of such notice to cure the breach, and if the breach is not cured within the specified period, this Agreement shall be deemed terminated.

Upon termination of this Agreement, the Transferee shall cease all use of the transferred copyright, and the Transferor shall be entitled to reclaim all rights and interests in the Work.

### IV. Representations and Warranties

The Transferor represents and warrants that they are the sole creator, writer and owner of the Work and have full authority to transfer the copyright therein. The Transferor warrants that the Work is original and do not infringe upon the intellectual property rights of any third party. Applications and compensation requests made to the Transferee on the grounds that intellectual property or moral rights have been violated are recoured to the Transferor.

### V. Payment

In consideration for the transfer of the copyright, the Transferee agrees to pay the Transferor the sum of \_\_\_\_\_ within \_\_\_\_\_ days from the effective date of this Agreement. In addition, \_\_\_\_\_ % of the revenues obtained through sales are paid to Transferee. All payments under this Agreement shall be made via \_\_\_\_\_.

## VI. Miscellaneous

**Entire Agreement** - This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written, between the parties.

**Notifications** - Any notice, request, demand, or other communication required or permitted by this Agreement shall be in writing and shall be deemed given when delivered personally, or by email, or mailed by certified or registered mail (postage prepaid, return receipt requested) to the addresses indicated in the first page of this Agreement.

**Governing Law** - This Agreement shall be governed by and construed in accordance with the applicable federal law and the laws of the State of \_\_\_\_\_. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the courts located in \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Copyright Assignment Agreement as of \_\_\_\_\_.

**Transferor**

**Transferee**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

**Date**

**Date**

**Signature**

**Signature**

\_\_\_\_\_

\_\_\_\_\_



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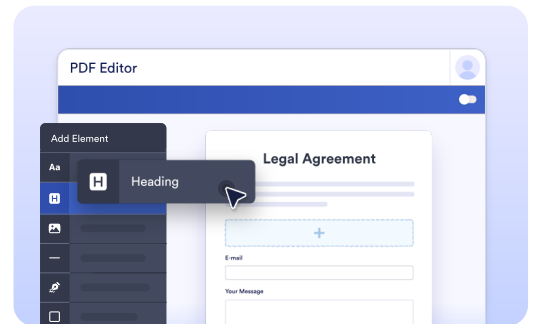
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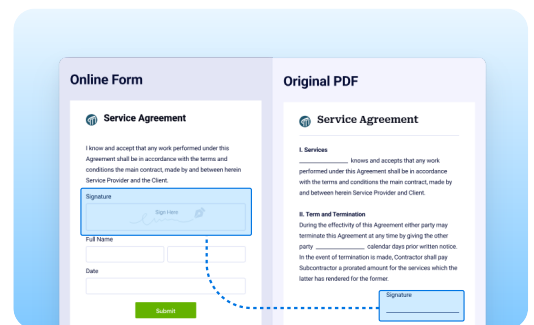
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