

# Compassionate Eye Foundation Assignment of Licensing Agreement

Organization: Compassionate Eye Foundation

Date: \_\_\_\_\_

Artist: name \_\_\_\_\_

address \_\_\_\_\_

phone / email \_\_\_\_\_

## Assignment for Stock Photography

This agreement is between Compassionate Eye Foundation (“CEF”) and \_\_\_\_\_ (“Artist”) of \_\_\_\_\_ (address).

This agreement concerns the creation of still images (the “assignment images”) produced by Artist in collaboration with the above company during the production days referenced below.

All licensing rights to the assignment images shall be assigned to CEF in accordance with the terms set out in this agreement.

Shoot Reference CEF 2009 \_\_\_\_\_ (please insert shoot name)

Concept Stock-viable concept to be approved by CEF production team

Production Days \_\_\_\_\_ (please insert shoot date)

Assignment Fees No fees will be paid out for the imagery as this is considered a volunteer / not-for-profit photo shoot and by donation.

Check one (1) of the below:

unassigned Getty Images contributor  assigned Getty Images contributor

\_\_\_\_\_ agency contributor

Artist Initials \_\_\_\_\_

# Compassionate Eye Foundation Assignment of Licensing Agreement

## Ownership of Rights

The Artist irrevocably assigns all licensing of the assignment images to CEF. As license owner, CEF assumes the exclusive right to reproduce, modify and license the assignment images to Getty Images Ltd. world wide for all uses for the duration of a ten (10) year licensing period.

Should CEF dissolve and no longer conduct business with Getty Images Ltd. it is the responsibility of CEF to ensure that all royalties formerly paid by Getty Images Ltd. to CEF for the sale of assignment images will be re-directed another like-minded nonprofit foundation of their choosing.

The Artist irrevocably waives all his / her moral rights relating to the assignment images.

The Artist agrees to not license or permit the reproduction of any other image that is substantially similar to any of the assignment images to or by any other party on any basis whatsoever.

The Artist confirms that:

(i) at the time of making this agreement, he / she has full authority to enter this agreement and to assign licensing rights of the assignment images to CEF; (ii) he / she has obtained all necessary model and property releases in respect of the assignment images, and that all such releases are enforceable in accordance with their terms; (iii) there are no restrictions affecting the assignment images which could prevent or hinder CEF from licensing rights in all countries for all such uses or which could give rise to a claim by any other party to the assignment images; (iv) the assignment images are original and have not been copied from any other photograph or copyright protected work.

If any of the above confirmations proves to be untrue, incorrect and / or misleading and CEF as a consequence suffers any loss or liability or incurs any damages, cost or expenses, the Artist will indemnify CEF on demand against such loss, liability, damages and / or expenses provided that CEF shall have used its reasonable endeavors to mitigate its loss, liability, damages and / or expenses.

**Artist Initials** \_\_\_\_\_

# Compassionate Eye Foundation Assignment of Licensing Agreement

## Terms of Payment

See Assignment Fees section above.

## Signature

Please confirm your acceptance of the terms of this agreement by signing below and initialing each page of both copies of this agreement and returning both copies to us. You will receive a copy countersigned by CEF for your files.

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### **Signature of Authorized Representative**

Compassionate Eye Foundation

91 East 27th Avenue

Vancouver, BC

Canada V5V 2K2

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Date

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### **Artists Signature**

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Artists First and Last Name (print please)

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Date

**Artist Initials** \_\_\_\_\_