

Compassionate Eye Foundation Assignment of Copyright 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 rights to the assignment images shall be assigned to CEF in accordance with the terms set out in this agreement.

Shoot Reference CEF Solstice Shoot 2008

Concept Stock-viable concept to be determined by Artist

Production Days June 21, 2008 (another day may be substituted if necessary)

Assignment Fees All cost associated with this assignment are the responsibility of the Artist. No fees will be paid out for the imagery as this is considered a volunteer / not-for-profit photo shoot and by donation.

Artist Initials _____

Compassionate Eye Foundation Assignment of Copyright Agreement

Ownership of Rights

In consideration of the assignment fee referenced above, the Artist irrevocably assigns all copyright of the assignment images to CEF. As copyright 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 the copyright period (as defined by the laws of all countries where copyright subsists).

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 shall retain no rights to the assignment images except that he / she may include copies of the assignment images in his / her personal portfolio or website for the purposes of self-promotion.

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 copyright in 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.

Artist Initials _____

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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.

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.

Signature of Authorized Representative

Compassionate Eye Foundation
Suite 502 – 350 East 2nd Avenue
Vancouver, BC
Canada V5T 4R8

Date

Artists Signature

Artists First and Last Name (print please)

Date

Artist Initials _____