



## Copyright Ownership and Royalty Entitlement

### Warranty Agreement for Individuals claiming ownership of a business organization’s copyright assets

All personal information collected from you is subject to Access Copyright’s privacy policy. You can view a copy of this policy at [www.accesscopyright.ca/about-us/privacy-policy/](http://www.accesscopyright.ca/about-us/privacy-policy/)

#### Personal Information

<b>Name:</b>	(the “Individual”)		
<b>Address:</b>			
<b>City:</b>		<b>Province:</b>	
<b>Postal Code:</b>		<b>Country:</b>	
<b>Tel:</b>		<b>Fax:</b>	
<b>Email:</b>		<b>URL:</b>	
<b>Social Insurance Number:</b>	<i>(for income tax reporting purposes please provide your social insurance number, or other tax identifier used to file your annual income tax return if you are a not a resident of Canada)</i>		

#### Business Organization Information

<b>Business Name:</b>	(the “Business Organization”)		
<b>Address:</b>			
<b>City:</b>		<b>Province:</b>	
<b>Postal Code:</b>		<b>Country:</b>	
<b>Tel:</b>		<b>Fax:</b>	
<b>Email:</b>		<b>URL:</b>	

<b>Please specify the nature of the Individual’s relationship to the Business Organization:</b>	
<b>Please specify why copyright has been assigned to the Individual. What is the basis of the Individual’s assertion of copyright ownership?</b>	

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## 1. Copyright Ownership.

- a. The Individual hereby represents and warrants that:
  - i. the Individual owns a share of copyright in the literary, dramatic, musical or artistic works protected by copyright in Canada that were owned by the Business Organization and are listed in Schedule A to the agreement (the “**Published Works**”); and
  - ii. the Individual is legally entitled to receive a share of royalties collected by Access Copyright for the exercise of reproduction rights in the Published Works.
- b. The Individual agrees to immediately notify Access Copyright in writing of any changes to the information supplied in this agreement or otherwise in relation to the Published Works, including any changes in copyright ownership.
- c. The Individual agrees that if any other copyright owner of any Published Work is entitled to receive a share of reproduction right royalties for that Published Work, the Individual will pay the other copyright owner as soon as reasonably practicable.
- d. The Individual acknowledges that Access Copyright is relying on the information provided by the Individual in this agreement in making royalty payments to the Individual for the reproduction of the Published Works.

## 2. Indemnity and Representations.

- a. If for any reason the Individual is not legally entitled to receive these royalties, the Individual agrees to immediately return any royalty payments that Access Copyright has made to the Individual which it is not legally entitled and indemnify Access Copyright against any loss, cost, expense or damage it may suffer as a result of payments made to the Individual pursuant to this agreement.
- b. The Individual agrees to indemnify Access Copyright against any loss, cost, expense or damage arising out of any breach of this agreement.
- c. The representations and warranties set out in this agreement and the rights and remedies available to Access Copyright in relation to any breach of any condition, representation or warranty shall continue to be in force and shall survive the termination of this agreement.
- d. All the information provided in this agreement is accurate and true and does not infringe the rights of any third parties.

**THE INDIVIDUAL**

**Witness**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## Schedule A

### List of Published Works

Please provide a list of Published Works (including as applicable work title, article title, author(s), ISBN/ISSN, publisher, imprint, etc.).

If the Individual is claiming ownership of all the Business Organization's Published Works, please indicate "All Works".

Please specify the percentage of copyright entitlement being claimed per Published Work.