

Attachment 4 – Copyright Assignment

This Agreement is entered into this ___ day of _____, 20__ by and between Yale University (“Yale”) and _____ (“Contributor”) in connection with Contributor’s work, contribution and involvement (the “Contribution”) in and to the **[insert description of project]** currently titled _____ (the “Project”):

1. Assignment:

For good and valuable consideration which you hereby acknowledge, you hereby irrevocably transfer and assign to Yale, in perpetuity and throughout the world, all of your rights, titles and interests to the copyrights, trademark and all other intellectual property rights, to the Project, for use (in whole, in part, or as modified or changed) in any and all media, now known or hereafter created, and for any and all other purposes that support the missions of Yale. Yale shall have the right to register the copyright in its own name and shall have the exclusive right to dispose of the copyright in any way that Yale sees fit. The assignment of all rights in the Project shall take effect upon execution of this Agreement. You hereby agree to execute all papers and perform such other proper acts as Yale may deem necessary to secure for Yale the rights herein assigned.

2. Moral Rights:

Subject to the terms of this Agreement, you hereby waive any moral rights or any similar right with respect to the Project as such rights may presently or in the future exist by legislative enactment or otherwise.

3. Warranties and Representations:

You warrant and represent that:

A. You are the sole and exclusive owner of the rights herein granted throughout the world and that no part of the Project has in any way been encumbered, conveyed, granted or otherwise disposed of and the same are free of any liens or claims whatsoever and that there are no claims or litigation pending, outstanding, or threatened which might in any way prejudice, interrupt or interfere with Yale’s use of the Project;

B. You have the full right and authority to enter into this Agreement and to grant Yale the rights granted to it herein; and that

C. Your Contribution is wholly original to you and no use by Yale of the Project will violate or infringe upon any copyright belonging to any person, firm or corporation nor will it constitute a defamation or an invasion of privacy or any other right(s) of any person, firm or corporation.

D. You hereby release Yale, its officers, employees, agents, licensees, successors and assigns, from any and all liability for damages for libel, slander, invasion of privacy, copyright infringement or any other claims arising from the use of my Contribution. Notwithstanding the foregoing, Yale is responsible for securing rights and releases from any third parties who are photographed Projected or otherwise recorded in the Project.

4. Nothing in this Agreement shall be deemed to create an association, partnership joint venture or employee relationship between you and Yale.

5. This Agreement shall be governed by the laws of the State of Connecticut. Any action or proceeding of any kind arising out of this Agreement or with respect to it shall be instituted and tried only in the federal or state courts within Connecticut.

6. This Agreement contains the entire understanding between the parties and may not be altered or modified except in writing signed by them. A waiver by either party of any breach or default by the other party may not be construed as a waiver of any other breach or default by such party.

ACCEPTED AND AGREED:

YALE UNIVERSITY:

CONTRIBUTOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____