Copyright Assignment

**This Assignment** is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016, and made by and between [Name/address of State Agency or [Name of state agency or department]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Assignee”) and [Name and address of Assignor] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Assignor”).

**RECITALS:**

1. Assignor is the author of certain copyrighted Works (the “Work”), and intends by this Assignment to transfer all rights, interests, copyrights and any renewals or extension therefore to Assignee on the terms and conditions set forth below; and
2. Assignor, for valuable consideration the sufficiency of which is hereby acknowledged, agrees to the following terms and conditions in transferring to Assignee proprietary ownership rights in the Work, which is more specifically described herein.

**NOW IT IS AGREED AS FOLLOWS:**

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest throughout the world in and to the Work, a correct copy (or description) of which is attached hereto as Exhibit “A”.
2. The rights assigned by this Assignment include, but are not limited to, rights to any and all versions of the Work, the right to copy or reproduce the Work, the right to distribute the Work, the right to display the Work publicly, the right to create derivative works, the right to renew or extend the copyright in the Work to the extent permitted by law, and the right to bring suit or make any claim in Assignee’s name for prior or future infringement of rights in the Work.
3. Assignor hereby warrants that it is the owner of all right, title and interest in the Work by virtue of its authorship or commissioning and purchase of the Work.
4. Assignor further agrees, at the request of Assignee or its successor in interest, to do all lawful acts which may be required for obtaining and enforcing copyright rights in the Work and to otherwise aid Assignee or its successor in enforcing the rights in the Work, all at the expense of Assignee or its successor in interest.

5.  **Indemnification**: Assignor agree to indemnify, defend and save harmless the Assignee, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys’ fees), and losses arising in any way as a result of a violation of this Assignment or acts or omissions of Assignor or any of Assignor’s affiliates, agents, subcontractors, employees, or representatives. Such defense and payment will be conditioned upon the following:

a) Assignee will notify Assignor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) Assignor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys’ fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the [Name of state agency or department] of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

6. **Release and Discharge.** Assignor releases and discharges [Name of state agency or department] from any and all claims and demands arising out of, or in connection with, any use of the Work, including but not limited to, any and all claims of libel, moral rights and invasion of privacy, and/or any claims under the Visual Artists Rights Act. Assignor realizes that he or she cannot withdraw their consent after executing this Agreement, and acknowledges that this Agreement is binding on Assignor and his or her heirs, legal representatives and other assigns.

1. **Severability:** The parties hereto agree that if any provision of this Assignment is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Assignment shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
2. **Waiver of Rights:** Any action or inaction by Assignee or the failure of Assignee on any occasion, to enforce any right or provision of this Feedback Assignment shall not be construed to be a waiver by Assignee of its rights hereunder and shall not prevent Assignee from enforcing such provision or right on any future occasion. The rights and remedies of Assignee hereunder are cumulative and are in addition to any other rights or remedies that Assignee may have in law or equity.
3. **No License**: No license, either express or implied, is granted hereby to Assignor, with respect to the Work. Assignor agrees that the Work is and will remain the sole property of Assignee.
4. **Entire Assignment; Duplicate Originals**: This Assignment constitutes the entire agreement with respect to the Work described herein and supersedes all prior or contemporaneous oral or written agreements concerning the Work. This Assignment may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Assignment.
5. Modification by Subsequent Agreement: This Assignment may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.
6. **Applicable Law:** This Assignment shall be governed by and shall be interpreted in accordance with the laws of the State of California, and venue for any action to enforce the terms of this Assignment will be in Sacramento County, California.
7. **Declaratory Relief:** Assignor acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Assignment. Accordingly, in addition to any other rights and remedies it may have, Assignee shall be entitled to obtain declaratory relief from a court of competent jurisdiction preventing or restricting the use of the Work by Assignor, or any other breach of this Assignment.

Name of Assignor and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Assignee and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_