

# Copyright Assignment Agreement

This Copyright Assignment Agreement ("Agreement") is executed in writing in accordance with Sections 18 and 19 of the Indian Copyright Act, 1957 and is made on      day of      , 20      ("Effective Date").

BETWEEN

residing at

Email:

PAN:

(hereinafter referred to as the "**Assignor**")

AND

having its principal place of business at

Email:

PAN/CIN:

(hereinafter referred to as the "**Assignee**")

The Assignor and the Assignee are collectively referred to as the "**Parties**".

RECITALS (WHEREAS)

- A. The Assignor is the sole author and exclusive owner of copyright in the Work (as defined below).
- B. The Assignor wishes to assign all copyright in the Work to the Assignee.
- C. The Assignee wishes to acquire such copyright for the purpose of:

D. The Parties wish to record the terms of such assignment in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

## Section 1. Definitions

In this Agreement, unless the context otherwise requires:

- 1.1 "Confidential Information" means any non-public, proprietary, or sensitive information disclosed by one Party to the other.
- 1.2 "Copyright" means all rights protected under the Indian Copyright Act, 1957 and applicable international treaties, including the Berne Convention.
- 1.3 "Derivative Works" means any work based upon or derived from the Work, including translations, adaptations, modifications, compilations, and transformations.
- 1.4 "Commercial Exploitation" means any use of the Work for direct or indirect financial gain.
- 1.5 "Digital Assets" means NFTs, blockchain-based tokens, metaverse assets, and similar digital representations.
- 1.6 "AI/ML Use" means use of the Work for training, developing, or operating artificial intelligence or machine learning systems.
- 1.7 "Territory" means worldwide, including all present and future territories.
- 1.8 "Term" means the entire duration of copyright protection, including any extensions or renewals.

## Section 2. Work Details

2.1 The Assignor represents that the Assignor is the sole author and exclusive owner of copyright in the following work:

Field	Details
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Title of Work	
Detailed Description	
Format / Medium	
Genre / Category	
Language	
Registration No. (if any)	
Date of Creation	
Date of First Publication	
Country of First Publication	

2.2 The Work is more particularly described in **Schedule A** attached hereto.

2.3 The Work is capable of protection under the Indian Copyright Act, 1957 and applicable international conventions including the Berne Convention and TRIPS Agreement.

### Section 3. Assignment of Copyright

3.1 The Assignor hereby irrevocably and exclusively assigns to the Assignee all right, title, and interest in and to the Work, including all present and future copyright subsisting in the Work.

3.2 The assignment is made:

- (a) for the entire Term of copyright and any extensions or renewals;
- (b) for all territories worldwide (Territory);
- (c) for all present and future modes and forms of exploitation.

3.3 The assignment includes, without limitation, the following rights:

- (a) reproduction and copying in any medium;
- (b) storage in any electronic or digital format;
- (c) distribution, sale, rental, and lending;
- (d) adaptation, translation, and modification;
- (e) communication to the public and making available online;
- (f) broadcasting and cable transmission;
- (g) public performance and display;
- (h) creation of Derivative Works;
- (i) commercial exploitation in all forms;
- (j) AI/ML Use including training datasets;
- (k) creation and sale of Digital Assets including NFTs;
- (l) use in metaverses, virtual worlds, and augmented reality;
- (m) sublicensing and further assignment.

3.4 Upon execution of this Agreement and receipt of Consideration, the Assignee shall be deemed the sole owner of copyright in the Work.

3.5 The Assignor waives any right to claim royalties, residuals, or additional consideration in relation to the Work, except as expressly provided in Section 4.

### Section 4. Consideration

4.1 Payment Structure (select one):

- Lump Sum Payment
- Royalty-Based Payment
- Hybrid (Lump Sum + Royalty)

4.2 Lump Sum Amount:

( )

#### 4.3 Royalty Terms (if applicable):

Parameter	Value
Royalty Percentage	% of Net Revenue
Payment Frequency	
Minimum Guarantee	per year

#### 4.4 Payment Schedule:

Payment	Amount ( )	Due Date
First Payment		
Second Payment (if applicable)		

#### 4.5 Payment Method:

Bank Details	Information
Bank Name	
Account Number	
IFSC Code	
Account Holder Name	

#### 4.6 Late Payment:

In case of delay in payment beyond the due date, the Assignee shall pay interest at the rate of % per annum.

4.7 The Assignor acknowledges that the above Consideration constitutes full and final payment for the rights assigned under this Agreement, subject to any royalty arrangements.

#### 4.8 Tax Treatment:

(a) TDS shall be deducted at applicable rates under the Income Tax Act, 1961.

(b) GST, if applicable, shall be:

- Borne by Assignee
- Borne by Assignor
- Shared equally

## Section 5. Moral Rights

5.1 Nothing in this Agreement shall restrict the Assignor's moral rights under Section 57 of the Indian Copyright Act, 1957, including the right to claim authorship and the right to restrain distortion, mutilation, or modification that would be prejudicial to the Assignor's honour or reputation.

#### 5.2 Attribution:

The Assignee agrees to:

- Provide attribution to the Assignor in all uses of the Work
- Attribution not required
- Attribution required only in specific contexts (specify below)

Attribution Requirements (if applicable):

5.3 To the extent permitted by law, the Assignor consents to modifications, adaptations, translations, editing, or other alterations of the Work that do not prejudice the Assignor's honour or reputation.

5.4 The Assignor agrees not to assert moral rights in a manner that interferes with the lawful exploitation of the Work by the Assignee.

## Section 6. Non-use and Non-compete

6.1 From the Effective Date, the Assignor shall not reproduce, license, sell, distribute, publish, display, or otherwise exploit the Work or any part thereof.

**6.2** The Assignor shall not create or authorize any work that is substantially similar to the Work.

### **6.3 Non-Compete Period:**

### **6.4 The Assignor may retain:**

- One archival copy for personal records
- Right to display in personal portfolio (non-commercial)
- Right to reference in academic publications

## **Section 7. Representations and Warranties of Assignor**

The Assignor represents and warrants that:

- (a) the Work is original and independently created by the Assignor;
- (b) the Assignor is the sole and exclusive owner of all copyright in the Work;
- (c) the Work is free from all liens, encumbrances, security interests, and adverse claims;
- (d) the Work has not been previously assigned, exclusively licensed, or encumbered;
- (e) the Work does not infringe any third-party intellectual property rights, including copyright, trademark, patent, or trade secrets;
- (f) the Work does not contain any defamatory, obscene, or unlawful content;
- (g) the Work does not violate any person's right to privacy or publicity;
- (h) there are no pending or threatened claims, litigation, or disputes relating to the Work;
- (i) the Assignor has full legal capacity and authority to enter into this Agreement;
- (j) no consent of any third party is required for this assignment.

## **Section 8. Representations and Warranties Assignee**

The Assignee represents and warrants that:

- (a) the Assignee has full legal capacity and authority to enter into this Agreement;
- (b) the Assignee shall make timely payment of all Consideration due under this Agreement;
- (c) the Assignee shall comply with all applicable laws in exploiting the Work;
- (d) the Assignee shall maintain accurate records of revenue generated from the Work (if royalty applies);
- (e) the Assignee shall provide the Assignor with royalty statements as agreed (if applicable).

## **Section 9. Indemnification**

### **9.1 Indemnification by Assignor:**

The Assignor shall indemnify, defend, and hold harmless the Assignee, its affiliates, officers, directors, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of:

- (a) breach of this Agreement by the Assignor;
- (b) breach of any representation or warranty by the Assignor;
- (c) any third-party claim that the Work infringes intellectual property rights;
- (d) any claim relating to the Assignor's creation of the Work.

### **9.2 Indemnification by Assignee:**

The Assignee shall indemnify, defend, and hold harmless the Assignor from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of:

- (a) breach of this Agreement by the Assignee;
- (b) the Assignee's exploitation of the Work after assignment;
- (c) any modifications made to the Work by the Assignee;
- (d) failure to pay Consideration when due.

### **9.3 Indemnification Procedure:**

- (a) The indemnified Party shall promptly notify the indemnifying Party of any claim.
- (b) The indemnifying Party shall have the right to control the defense.
- (c) The indemnified Party shall cooperate in the defense at the indemnifying Party's expense.

### **9.4 Limitation of Liability:**

Maximum Liability Cap:

**9.5** Neither Party shall be liable for indirect, incidental, consequential, special, or punitive damages, except in cases of gross negligence or willful misconduct.

## **Section 10. Confidentiality**

**10.1** Each Party shall keep confidential all Confidential Information received from the other Party.

**10.2** Confidential Information includes but is not limited to:

- (a) terms and conditions of this Agreement;
- (b) financial information and payment details;
- (c) business strategies and plans;
- (d) technical information and trade secrets.

**10.3** Confidential Information may be disclosed:

- (a) to employees, advisors, or agents on a need-to-know basis;
- (b) as required by law, regulation, or court order;
- (c) with prior written consent of the disclosing Party.

**10.4 Confidentiality Period:**

years after termination

## **Section 11. Reversion of Rights**

**11.1** In accordance with Section 19(4) of the Copyright Act, 1957, if the Assignee fails to exercise the assigned rights within:

year(s) from the Effective Date

the Assignor may apply to the Appellate Board for reversion of rights.

**11.2** The Assignee agrees to exercise the assigned rights within the above period or provide written justification for delay.

**11.3** Upon reversion, if any:

- (a) the Assignor shall refund % of Consideration received;
- (b) each Party shall return all Confidential Information of the other Party.

## **Section 12. Termination**

**12.1 Termination for Cause:**

Either Party may terminate this Agreement upon written notice if the other Party:

- (a) commits a material breach and fails to cure within days of written notice;
- (b) becomes insolvent or files for bankruptcy;
- (c) ceases to carry on business.

**12.2 Termination for Convenience:**

This Agreement may be terminated for convenience

If applicable, notice period required: days written notice

**12.3 Effects of Termination:**

- (a) All rights assigned shall remain with the Assignee (unless terminated due to Assignee's breach or non-payment).
- (b) If terminated due to Assignee's material breach:
  - Rights shall revert to the Assignor
  - Assignor shall refund pro-rata Consideration
- (c) Accrued rights and obligations shall survive termination.
- (d) Sections on Confidentiality, Indemnification, Limitation of Liability, and Dispute Resolution shall survive termination.

## Section 13. Dispute Resolution

### 13.1 Negotiation:

The Parties shall first attempt to resolve any dispute through good faith negotiations within      days of written notice of dispute.

### 13.2 Mediation:

If negotiation fails, the Parties shall attempt mediation administered by:

at:

### 13.3 Arbitration:

If mediation fails, the dispute shall be resolved by binding arbitration:

#### (a) Administered by:

- Indian Council of Arbitration
- Mumbai Centre for International Arbitration
- Delhi International Arbitration Centre
- Other (please specify below)

Other Institution:

#### (b) Number of Arbitrators:

- Sole Arbitrator
- Three Arbitrators

#### (c) Seat of Arbitration:

#### (d) Language of Arbitration:

(e) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

(f) The arbitral award shall be final and binding.

### 13.4 Interim Relief:

Notwithstanding the above, either Party may seek interim or injunctive relief from courts of competent jurisdiction.

## Section 14. Further Assurances

14.1 The Assignor shall, at the request and expense of the Assignee, execute, acknowledge, and deliver such further documents and take such further actions as may be reasonably necessary to give full legal effect to the assignment.

14.2 Such assistance includes:

- (a) execution of confirmatory assignments;
- (b) documents required for registration with Copyright Office;
- (c) documents required for recordal in foreign jurisdictions;
- (d) cooperation in enforcement proceedings;
- (e) providing testimony or declarations if needed.

14.3 The Assignee shall bear all costs of registration and recordal.

## Section 15. Remedies

15.1 The Parties acknowledge that breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate.

15.2 The non-breaching Party shall be entitled to:

- (a) injunctive relief;
- (b) specific performance;
- (c) other equitable remedies;
- (d) damages (actual and, where applicable, statutory);
- (e) recovery of costs and reasonable attorney fees.

15.3 Remedies are cumulative and not exclusive.

## **Section 16. Assignment and Transfer**

### **16.1 Assignment by Assignee:**

The Assignee may freely assign, transfer, sublicense, or otherwise dispose of this Agreement and the rights granted herein, in whole or in part, without the Assignor's consent.

### **16.2 Assignment by Assignor:**

The Assignor may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Assignee.

**16.3** Any permitted assignment shall not relieve the assigning Party of its obligations under this Agreement.

### **16.4 Notice of Assignment:**

The Assignee shall notify the Assignor in writing within      days of any assignment.

## **Section 17. Stamp Duty**

### **17.1** Applicable stamp duty shall be determined based on the state of execution:

State of Execution:

**17.2** Stamp duty, registration charges, and governmental fees shall be borne by the Assignee.

**17.3** The Assignor shall cooperate in completing stamping and registration formalities.

**17.4** The Assignee may, at its option, register this assignment with the Copyright Office under Section 45 of the Copyright Act, 1957.

## **Section 18. Electronic execution**

**18.1** This Agreement may be executed electronically and in counterparts.

**18.2** Electronic signatures compliant with the Information Technology Act, 2000 shall have the same legal validity as handwritten signatures.

**18.3** Scanned copies and PDF versions shall be treated as originals.

**18.4** Each counterpart shall constitute an original, and all counterparts together shall constitute one agreement.

## **Section 19. Force Majeure**

**19.1** Neither Party shall be liable for failure or delay in performance caused by Force Majeure Events, including:

- (a) acts of God, natural disasters, earthquakes, floods;
- (b) epidemic, pandemic, or public health emergency;
- (c) war, terrorism, civil unrest, riots;
- (d) labour disputes, strikes, lockouts;
- (e) government actions, embargoes, sanctions;
- (f) failure of utilities, telecommunications, or internet;
- (g) cyberattacks or system failures beyond reasonable control.

**19.2** The affected Party shall:

- (a) promptly notify the other Party in writing;
- (b) provide details of the Force Majeure Event;
- (c) use reasonable efforts to mitigate effects;
- (d) resume performance as soon as reasonably practicable.

**19.3** Performance shall be suspended during the Force Majeure Event and timelines extended accordingly.

**19.4** If Force Majeure continues for more than      days, either Party may terminate this Agreement by written notice.

**19.5** Payment obligations for rights already transferred shall not be excused.

## **Section 20. Notices**

**20.1** All notices shall be in writing and sent to the addresses and emails stated in the Parties section above.

**20.2** Notices may be delivered by:

- (a) personal delivery;

- (b) courier service;
- (c) registered post with acknowledgment due;
- (d) email with read receipt or delivery confirmation.

**20.3** A notice shall be deemed received:

- (a) on delivery, if delivered personally or by courier;
- (b) on the third business day after dispatch, if sent by registered post;
- (c) on successful transmission with confirmation, if sent by email.

**20.4** Either Party may change its notice address by written notice to the other Party.

## Section 21. General Provisions

**21.1** Entire Agreement:

This Agreement, including all Schedules, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements.

**21.2** Amendments:

No amendment shall be valid unless in writing and signed by both Parties.

**21.3** Waiver:

Failure to enforce any provision shall not constitute a waiver. Any waiver must be in writing.

**21.4** Severability:

If any provision is held invalid, the remaining provisions shall continue in full force. The Parties shall substitute any invalid provision with a valid provision reflecting the original intent.

**21.5** Relationship:

Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

**21.6** Third-Party Rights:

This Agreement does not confer any rights on third parties.

**21.7** Governing Law:

This Agreement shall be governed by the laws of India.

**21.8** Jurisdiction:

Subject to Section 13 (Dispute Resolution), courts at \_\_\_\_\_, India shall have exclusive jurisdiction.

**21.9** Language:

This Agreement is executed in English. Any translation is for convenience only.

**21.10** Headings:

Headings are for convenience and shall not affect interpretation.

**21.11** Interpretation:

- (a) "Including" means "including without limitation."
- (b) References to statutes include amendments and successor legislation.
- (c) References to days mean calendar days unless otherwise specified.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**Assignor**

**Assignee**

Signature

Signature

Printed Name

Printed Name

Designation

Designation

Date

Date

**Witness 1**

<b>Signature</b>
<b>Name</b>
<b>Address</b>
<b>ID Proof Type and Number</b>

**Witness 2**

<b>Signature</b>
<b>Name</b>
<b>Address</b>
<b>ID Proof Type and Number</b>

**SCHEDULE A: DETAILED DESCRIPTION OF WORK**

<b>Field</b>	<b>Details</b>
Complete Title	
Detailed Description	
Specifications	
List of Components/Parts	
Sample/Screenshot Attached	Yes No
Registration Details	
Creation History	
List of Contributors	
Prior Publications or Exhibitions	

**SCHEDULE B: PAYMENT SCHEDULE AND BANK DETAILS****Summary of Payment Terms**

<b>Field</b>	<b>Details</b>
Total Consideration	
Payment Type	
Payment Milestones	

**Bank Details for Payment**

<b>Field</b>	<b>Details</b>
Beneficiary Name	
Bank Name	
Branch	
Account Number	
IFSC Code	
SWIFT Code (if international)	

## **SCHEDULE C: CHECKLIST FOR PARTIES**

### **Pre-Execution Checklist for Assignor:**

- Verify identity of Assignee
- Prepare documents confirming ownership
- Agree on Consideration
- Provide bank details
- Arrange witness

### **Pre-Execution Checklist for Assignee:**

- Verify identity of Assignor
- Verify ownership of Work
- Conduct due diligence
- Agree on Consideration
- Determine stamp duty
- Arrange witness

### **Post-Execution Checklist for Assignor:**

- Deliver all materials, source files, and documentation to Assignee
- Exchange signed copies of the Agreement
- Confirm receipt of payment
- Sign the Acceptance and Handover Certificate
- Update internal records

### **Post-Execution Checklist for Assignee:**

- Pay applicable stamp duty
- Register with Sub-Registrar (if required)
- Make payment as per schedule
- File for registration with Copyright Office (optional)
- Exchange signed copies of the Agreement
- Receive and verify all materials and source files
- Retain proof of payment
- Notify relevant third parties (if applicable)
- Update internal records

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