

**SOFTWARE CONTENT ASSIGNMENT AGREEMENT**  
(e.g. text, photograph, image, audio sequence, video sequence, etc)

**LONG FORM**

**BETWEEN:** .....  
.....  
.....  
(hereinafter referred to as the "Contributor")

**01**

**AND:** .....  
.....  
.....  
(hereinafter referred to as the "Developer")  
(the Contributor and the Developer are hereinafter collectively referred to as the "Parties")

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**PREAMBLE**

WHEREAS the Developer is responsible for the design and development of a software product known under the temporary name of "....." (hereinafter referred to as the "Software Product"), which Software Product requires that original content be provided, such as text, photographs, images, audio sequences, video sequences and musical recordings, among others;

WHEREAS the Contributor has designed specific content which the Developer wishes to incorporate into the Software Product;

WHEREAS the Developer wishes to acquire all the Contributor's intellectual property rights, titles and interests in and to the said content;

WHEREAS the Contributor has agreed to assign to the Developer all of the Contributor's intellectual property rights, titles and interests in and to the said content, the whole in accordance with the terms and conditions set forth hereinbelow;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1.00 PREAMBLE**

The preamble hereto shall form an integral part hereof.

Contributor	Developer

## 2.00 OBJECT

02

### 2.01 Assignment of Intellectual Property Rights

Provided the Developer abides by each and every one of the provisions of this Agreement, the Contributor shall assign to the Developer all its Intellectual Property Rights, Titles and Interests in and to:

- a) the content and related documentation (hereinafter referred to as the "Software Content") which is more fully described in the specifications set forth in Schedule "....." annexed hereto (hereinafter referred to as the "Specifications");
- b) the patentable inventions and the discoveries, ideas, improvements, know-how, trade secrets, confidential information and other intellectual property elements contained in, or relating to, the Software Content; and
- c) the licences granted by third party developers in connection with the inclusion of any component in the Software Content, which licences are set forth in the Specifications.

### 2.02 Moral Rights Waiver

The Contributor shall expressly waive all its moral rights and other similar rights in and to the Software Content or relating thereto.

### 2.03 Relevant Elements

For purposes of this Agreement, the Software Content shall include the following elements, without limitation:

- a) the source code and object code for the Software Content;
- b) all copies of the Software Content, whether or not made by the Contributor;
- c) all revised or updated versions of the Software Content;
- d) all new, expanded or improved versions of the Software Content;
- e) all error corrections, bug corrections, program patches and updates relating to the Software Content;
- f) all documentation regarding the Software Content, namely:
  - all technical documentation relating to the design and development of the Software Content;
  - all documentation relating to the operation of the Software Content;
  - all documentation relating to the use of the Software Content;
  - all documentation relating to the help provided to users;
  - all documentation integrated into the Software Content or accessible through the Internet;
  - all other relevant documentation, regardless of the form, medium or location of such documentation.

### 2.04 Nature of the Rights Conferred

The Intellectual Property Rights, Titles and Interests in and to the Software Content conferred by the Contributor upon the Developer pursuant to this Agreement shall include the following rights, without limitation:

- a) the right to use;
- b) the right to modify, including the right to improve, translate and re-write into another language or in another manner;
- c) the right to adapt;
- d) the right to integrate and incorporate into any existing or future work;
- e) the right to exploit;
- f) the right to grant licences and sub-licences;

Contributor	Developer