



**DEED OF ASSIGNMENT OF COPYRIGHT
(PHOTOGRAPHS)**

BETWEEN

Company Pty Ltd ACN 111 222 333 (the “Assignor”)

AND

Other Company ACN111 222 444 (the “Assignee”)

Initial: _____

DEED OF ASSIGNMENT OF COPYRIGHT (PHOTOGRAPH/S)

MADE THE _____ DAY OF _____ 20_____.

BETWEEN: Company Pty Ltd ACN 111 222 333 of 1 Sydney Street Sydney 2000
(the “Assignor”)

AND: Other Company ACN111 222 444 of 1 Brisbane Street Brisbane 7000
(the “Assignee”).

RECITALS:

- A. The Assignor is the copyright owner of the Photograph/s described in the Schedule and the Assignor is able to assign the copyright free of all encumbrances and adverse interests.
- B. The parties have agreed to enter into this Deed to assign the copyright in the Photograph/s to the Assignee on the terms and conditions set out in this Deed.

THE PARTIES AGREE AS FOLLOWS:

1. ASSIGNMENT

- 1.1 The Assignor hereby assigns to the Assignee all of the Assignor’s right, title and interest in the Photograph/s including any copyrights throughout the world and the Assignee hereby accepts such assignment.

2. WARRANTIES

- 2.1 The Assignor warrants that:

- (a) the Assignor is the sole and exclusive owner of the copyright in the Photograph/s;
- (b) Copyright under the *Copyright Act* 1968 (Cth) as amended subsists in the Photograph/s;
- (c) there is no current charge, mortgage or encumbrance which in any way secures the copyright in the Photograph/s;
- (d) the Assignor has not previously assigned, licensed or granted any other right to any person to use the copyright or any part thereof in the Photograph/s;
- (e) no third party is the owner of any moral rights under Part IX of the *Copyright Act* 1968 (Cth);
- (f) this Deed is a valid assignment of all his/her/its right, title and interest in the Photograph/s and in the copyright in the Photograph/s.

Initial: _____

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3. UNDERTAKINGS

- 3.1 Each party agrees to make, do and execute all such other documents, acts, matters or things whatever which may be necessary or desirable to give full effect to the provisions of this Deed.
- 3.2 The Assignor will provide to the Assignee the Photograph/s in either digital or non-digital format in the manner set out in the attached Schedule either prior to or simultaneously with the execution of this Deed.

4. ACKNOWLEDGEMENTS

- 4.1 The Assignee represents to the Assignor that it/he/she has carried out due inquiries as to the copyright in the Photograph/s and the Assignee has satisfied itself/himself/herself as to the suitability, fitness for purpose and utility of the copyright in the Photograph/s AND the Assignor gives no warranty and makes no representation in respect thereof and to the extent to which the law might imply any term as to suitability, fitness for purpose and utility THEN the parties expressly agree that all such implied terms are to the fullest extent permitted by law hereby excluded.
- 4.2 The Assignee acknowledges that it/he/she is not relying upon any representation, undertaking or other statement by the Assignor as to the content of the Photograph/s, how the Photograph/s can be used or as to any other feature of the Photograph/s AND has relied exclusively upon its/his/her own assessment as to suitability, fitness for purpose and utility of the Photograph/s.

5. MORAL RIGHTS

- 5.1 In relation to the Photograph/s, the Assignor reserves the right to make a moral rights claim pursuant to Part IX of the *Copyright Act 1968* (Cth).

6. CONSIDERATION

- 6.1 The consideration for this assignment is the payment of Five Hundred Dollars (\$500) by the Assignee to the Assignor made simultaneously with the exchange of signed counterparts of this Deed, the receipt of which is hereby acknowledged by the Assignor.

7. GST

- 7.1 Where this assignment constitutes a supply for the purposes of the Goods and Services Tax legislation in Australia, the Assignor will provide a tax invoice to the Assignee for the amount of the consideration referred to in Clause 5 plus GST and

the Assignee will pay to the Assignor in addition to the consideration the said amount of GST.

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SCHEDULE

Copyright Details:

- in digital format minimum 300 dpi in TIFF/JPEG or EPS file on CD

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EXECUTED AS A DEED on the date first mentioned.

SIGNED AS A DEED BY)
Company Pty Ltd)
ACN 111 222 333 pursuant to)
Section 127 of the *Corporations Act* 2001)
(Cth) in the presence of:

Director

Print Name:

Signature of Witness
Print Name:

Director/Secretary

Print Name:

SIGNED AS A DEED BY)
Other Company ACN 111 222 444)
pursuant to)
Section 127 of the *Corporations Act* 2001)
(Cth) in the presence of:

Director

Print Name:

Signature of Witness
Print Name:

Director/Secretary

Print Name:

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