

ASSIGNMENT OF INTELLECTUAL PROPERTY AND INTELLECTUAL PROPERTY RIGHTS AND WAIVER OF MORAL RIGHTS

TO: DIETITIANS OF CANADA

WHEREAS Dietitians of Canada ("**DC**") has entered into a statement of work agreement dated **XXXXXX** (the "**Services Agreement**") with **XXXXXX** ("**Contractor**") for the provision of the Services (as defined under the Services Agreement);

AND WHEREAS **XXXXXX**, has contributed to the Works pursuant to the terms of the Services Agreement;

AND WHEREAS Contractor requires that this assignment of intellectual property and intellectual property rights and waiver of moral rights be executed as a condition for the benefit of DC in accordance with the Services Agreement;

AND WHEREAS the Assignor intends that this assignment supersede any other assignment as between the Contractor and DC in respect of the subject matter of this assignment of intellectual property and intellectual property rights and waiver of moral rights ("**Assignment and Waiver**");

NOW THEREFORE, for the payment of **\$00.00** and good and valuable consideration, the receipt and adequacy of which is acknowledged, the Contractor agrees as follows:

1. The Contractor represents and warrants that, in respect of the Works, the Contractor has not infringed, violated or misappropriated the rights of any other person.
2. The Contractor hereby:
 - (a) irrevocably sells, assigns, transfers, sets over and conveys to and in favour of DC all of the Contractor's worldwide right, title and interest in and to the Works and Intellectual Property Rights therein; and
 - (b) irrevocably and unconditionally waives in favour of DC any author, moral or similar rights that the Contractor has or holds in the Works or in any part thereof.
3. This assignment and transfer shall be an irrevocable and absolute assignment to and for the sole and exclusive benefit of DC. This Assignment and Waiver is in addition to any other assignment, or similar instrument entered into, by the Contractor to and in favour of DC. If there is a conflict between this Assignment and Waiver and any other assignment or instrument between the Contractor and DC, this Assignment and Waiver shall rank in priority to any such other assignment or instrument.
4. This Assignment and Waiver shall enure to the benefit of DC and its successors and assigns and be binding upon DC and the Contractor and the Contractor's heirs, assigns, successors in interest, administrators and legal representatives, as applicable.

5. The Contractor shall execute all such further assignments and other documents, and shall do all such further acts and things as may be necessary or desirable in the opinion of DC from time to time in order to more effectively complete the assignment and transfer to DC contemplated hereunder.
6. This Assignment and Waiver shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any principles of conflicts of law. In the event of any litigation to enforce the terms of this Assignment and Waiver, the parties hereto irrevocably consent to the exclusive jurisdiction of the Courts of Ontario with the venue being the Courts of Ontario in the City of Toronto, Ontario, Canada.
7. This Assignment and Waiver may be executed either by original signature, or by facsimile signature, or by PDF signature attached to an email.

IN WITNESS WHEREOF the Contractor has executed this Assignment and Waiver as of the XX day of month, 20XX.

Witness Name:

Contractor Name:

Schedule A Definitions

1. **"Intellectual Property Rights"** means any:
 - (a) intellectual property rights provided in Canada under copyright law (including moral rights), trade-mark law, patent law, industrial design law or any other Law applicable to the Agreement, which may provide rights in:
 - (i) any software and works (including, without limitation, any literary works) and compilations of works of any kind, word and design marks and other distinguishing features associated with wares and services, inventions, business methods, developments and industrial designs, as applicable, whether registered or unregistered, and any confidential information and trade secrets, or
 - (ii) the expression or use of any of the foregoing;
 - (b) rights in and to any application, registration, licence, sub-licence, assignment, waiver, agreement or any other instrument or document that evidences any rights set out in subsection 1(a) above; and
 - (c) rights to enforce the rights and obtain remedies for any violation of any of the rights set out in subsections 1(a) and (b) above.
2. **"Law"** means any law, statute, code, ordinance, decree, rule, regulation, bylaw, statutory rule, principle of law, published policy and guideline, judicial or arbitral or administrative or ministerial or departmental or regulatory judgment, order, decision, ruling or award, including general principle of common and civil law, and terms and conditions of any grant of approval, permission, authority or licence of and any agreement with any governmental authority.
3. **"person"** means any individual, corporation, partnership, limited liability company, proprietorship, association, trust or other legal entity other than the Assignor.
4. **"Works"** means any and all materials, content and work products that have been conceived, created, written, made, produced, reduced to practice or developed by the Assignor pursuant to or in connection with the provision of the Services, including all information, software, specifications, flow charts, plans, drawings, designs, records, manuals, procedures, data and databases, reports and other documentation in all formats, whether complete or not, all of which are described below:

A WORD document of **the specify work being done**