

Copyright licensing or assignment guidelines





- Adequately define the work or the object of the copyright subject to licensing or assignment.
- Adequately describe the parties to which the licensing or assignment applies.
 1. Where possible, verify that the party granting the license or assignment can validly issue, grant, or assign copyright. ✓
 2. It may be prudent to search the Canadian copyright database posted on the website of the Canadian Intellectual Property Office. 🔍
 3. Make sure that the licensee recognizes that the party granting the license is the copyright owner.


- Describe the intention of the license (the purposes for which it is being granted). 🎯
- Describe in detail the permissions granted, the interests granted or rights assigned, for example the right to reproduce, publish, perform and translate the work, etc. 📁

- The license or assignment must stipulate that all rights not expressly granted are reserved for the copyright owner.
- If required, describe the medium on which the work can be used, e.g., the license could be limited to use on the Internet or in a book. 🌐 📖

- Consider whether the license should be exclusive or non-exclusive.
- If it is a sole license, consider adding a provision whereby the licensee cannot use the license to grant a sub-license. The licence could stipulate that a sub-license can be granted with the authorization of the copyright owner
 1. Consider the other intellectual property rights to which the object of the license may apply, notably personality rights or trademark rights. ⌚
 2. Define the term of the license. ⌚

- Evaluate the necessity of adding territorial restrictions, and if applicable, name countries, provinces or states visited. 📍

- Consider whether the work can be modified by the licensee. If it can, what changes can be made, and who owns the copyright on the amended work. 
- Consider whether to include a waiver of moral rights in the copyright assignment.
- Describe the costs, fees or royalties that the licensee must pay, the method used to calculate them, and whether the license calls for a single payment or periodic payments.
- If the payments are periodic, note the date on which they must be made, the currency used, and whether the licensee must pay interest in the event of late payments.
- Include a provision on how the license ends, for example, if the licensee does not comply with the licensing conditions after a pre-determined period. The license could stipulate that each party can terminate it after issuing prior notice, within a specified time frame, in which case the permissions granted no longer apply as of that date or a subsequent date. 
- Indicate whether or not the license can be renewed.
- If required, consider adding a confidentiality clause to the license or assignment.

- If required, evaluate the necessity of adding a jurisdictional clause (the judicial district where litigation would be heard). 
- If required, add a clause citing the laws that are applicable to the contract (e.g., that the contract should be interpreted in accordance with the laws of the province of Quebec).

- If applicable, notably in contracts between artists and presenters, consider mandatory conditions set out in the Act respecting the professional status of artists in the visual arts, arts and crafts and literature, and their contracts with promoters. (lien)

