

## ASSIGNMENT OF RIGHTS AGREEMENT (SHORT FORM)

Assignment of Rights Agreement dated \_\_\_\_\_ 20\_\_ between \_\_\_\_\_  
(ENTRANT) and [author/composer] \_\_\_\_\_ (ASSIGNOR), FOR  
\$\_\_\_\_\_ paid by ENTRANT to ASSIGNOR, and other good and valuable consideration, receipt of  
which is acknowledged. ENTRANT AND ASSIGNOR AGREE AS FOLLOWS:

### 1. Assignment of Rights

1.1. ASSIGNOR sells, grants, assigns and sets over (“assigns”) to ENTRANT, its successors and assigns, all rights, under copyright or otherwise, and the unencumbered right to exercise these in all media and by any manner and means, whether now or later devised throughout the universe in perpetuity, in that certain [literary material/musical work] \_\_\_\_\_ written by ASSIGNOR entitled \_\_\_\_\_ (“work”), including, but not limited to the copyright in all (i) contents, (ii) present adaptations and versions, (iii) themes, (iv) titles, (v) characters, and (vi) renewals or extensions.

### 2. Warranties

#### 2.1. ASSIGNOR warrants that

2.11. ASSIGNOR is the sole author of the work:

2.12. ASSIGNOR has authority to enter into this project and to grant the rights granted in this project;

2.13. The work is original except for (i) material in the public domain, and (ii) those excerpts from other works as may be included with the written permission of the copyright owners:

2.14. The work has not been published or copyrighted;

2.15. The work has not been publicly performed in any manner:

2.16. The ASSIGNOR has not licensed or authorized the publication or performance of the work in any manner:

2.17. The work does not contain any defamatory material or injurious instructions;

2.18. The work does not infringe on any copyright:

2.19. The work does not violate any right of privacy or any other right of any other person:

2.20. The work is not in the public domain:

2.21. The ASSIGNOR has not entered into any agreements or granted any rights, the performance of which would in any way prevent, limit or restrict the performance of any of the terms of this Agreement:

2.22. The ASSIGNOR has no knowledge of claims by any person, which, if sustained, would be contrary to ASSIGNOR’S warranties made within this Agreement.

2.23. ASSIGNOR will indemnify and hold ENTRANT harmless from any claims that may arise out of the work.

3. ASSIGNOR assigns to ENTRANT, its legal representatives, successors and assigns, the right to use and permit others to use ASSIGNOR'S name or likeness for the purpose of advertising or publicizing the work.

#### 4. Modifications

4.1. No verbal agreement will be relevant or allowed to modify or add to this Agreement. Any changes, amendments or collateral agreements will have legal effect only if (i) in writing, and (ii) executed by ENTRANT and ASSIGNOR.

5. ASSIGNOR and ENTRANT each individually warrant that it is free to enter into and fully perform this Agreement.

#### 6. Governing Law

6.1. This Agreement will be governed by the laws of the Commonwealth of Virginia applicable to agreements made in and wholly to be performed in this State, and the parties submit and consent to the jurisdiction of the courts of the State in any action brought to enforce (or otherwise relating to) this Agreement.

#### 7. Regent University Copyright Policy

7.1. This Agreement incorporates by reference the Regent University Copyright Policy located in the Regent University Course Catalog/Handbook online at [http://www.regent.edu/admin/hr/policies/handbook\\_conduct.cfm](http://www.regent.edu/admin/hr/policies/handbook_conduct.cfm) .

#### 8. Captions

8.1. The captions used in this Agreement are inserted only for the purpose of reference. They are not to be given any legal effect.

8.2. The captions are not to govern, limit, modify or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement.

#### 9. Illegality

9.1. If any conflict arises between any provision of this Agreement and law or policy, then the law or policy will prevail, and the provision(s) effected will be curtailed, limited or eliminated to the extent (but only to the extent) necessary to remove any conflict, and as so modified, this Agreement will continue in full force and effect.

10. By checking the box below the ASSIGNOR and ENTRANT agree to the terms of this Agreement.

11. ENTRANT may be required to submit a signed copy of this ASSIGNMENT OF RIGHTS AGREEMENT upon request. (Fax: 757.226.4394)

ASSIGNOR Date Signed:\_\_\_\_\_ By:\_\_\_\_\_  
Address:\_\_\_\_\_

ENTRANT Date Signed:\_\_\_\_\_ By:\_\_\_\_\_  
Address:\_\_\_\_\_  
\_\_\_\_\_