



# VANCOUVER FILM SCHOOL

## Student Project Ownership Agreement

|                    |                                 |                       |             |
|--------------------|---------------------------------|-----------------------|-------------|
| STUDENT'S NAME:    |                                 | STUDENT'S BIRTH DATE: |             |
| STUDENT'S ADDRESS: | STREET ADDRESS AND CITY         |                       |             |
|                    | PROVINCE                        | COUNTRY               | POSTAL CODE |
| VFS COURSE:        |                                 |                       |             |
| THE PROJECT:       | NAME AND DESCRIPTION OF PROJECT |                       |             |

FOR GOOD AND VALUABLE CONSIDERATION (RECEIPT OF WHICH IS ACKNOWLEDGED), AND AS A CONDITION OF MY PARTICIPATION IN THE VFS COURSE, I HEREBY COVENANT AND AGREE UNDER SEAL WITH VANCOUVER FILM SCHOOL LIMITED ("**VFS**") AS FOLLOWS:

**1. Certification and Acknowledgement:** I hereby represent and warrant that I am the above-named Student and that the information set forth above is true and correct. I acknowledge that I created the Project as part of my participation in the VFS Course, and that VFS requires that it have sole ownership of the Project.

**2. Ownership/Waiver:** I hereby irrevocably and unconditionally: (a) assign and transfer to VFS all right, title, and interest (including copyright) throughout the world in, to, and associated with the Project, free and clear of all liens, encumbrances, charges, and interests whatsoever of any other person, without any limitation of time, and without any restriction whatsoever; and, (b) waive in favour of VFS and its successors, assigns and licensees all nontransferable rights (including all moral rights, performers rights, and creator's rights) that I have throughout the world in, to, or associated with the Project.

**3. Underlying Ideas:** I retain all rights I may have to the ideas underlying or embodied in the Work, and I may use those ideas as I see fit in my discretion (including to create other works that are substantially similar to the Work).

**4. License Back from VFS:** I acknowledge that VFS grants to me a limited, restricted, non-exclusive, nontransferable, non-sublicensable, license to use the Project for the sole, non-commercial purpose of demonstrating the work I created as a student at Vancouver Film School (the "**License**"), and that except for the License VFS reserves rights in the Project. VFS may in its discretion terminate the License effective immediately upon notice to me if I breach this Agreement or if the Project is, or in VFS's opinion is likely to become, the subject of, any claim, demand, action, suit or proceeding.

**5. Attribution/No Compensation:** I hereby irrevocably and unconditionally consent to the use of my name, likeness, and biographical information by VFS and its successors, assigns and licensees in association with the Project for informational, advertising and promotional purposes worldwide. VFS and its successors, assigns and licensees will not provide any remuneration, royalties, fees or other compensation to me for or in connection with this Agreement or their use of the Project.



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**6. Contributors/Performers:** I hereby represent and warrant that: (a) I am the principal creator of the Project; (b) Schedule "A" lists all other persons who contributed to the creation of the Project or performed in the Project, each of whom has signed the applicable form of assignment and consent prescribed by VFS (originals of which are attached to this Agreement); (c) the Project is comprised solely of original works created by me and the creators and performers listed in Schedule "A"; (d) I have all requisite powers, rights and authorities to enter into this Agreement and assign ownership of the Project to VFS; and (e) the use of the Project by VFS and its successors, assigns and licensees will not infringe the rights (including copyright, privacy, personality or any other intellectual property rights) of any other person.

**7. Release:** I hereby release, remise and forever discharge VFS and its successors, assigns, and licensees, and their respective employees, representatives and related persons, from all claims, counterclaims, complaints, demands, causes of action, liabilities, and obligations of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, which now or hereafter exist by reason of any events, acts or omissions that are in any way connected with, or which arise directly or indirectly from or relate to this Agreement or the Project.

**8. Further Assistance:** I will provide such further assistance as may be reasonably required to assist VFS and its successors and assigns to perfect, register, protect and enforce their rights in, to and associated with the Project in any and all countries.

**9. General:** This Agreement is not subject to termination, revocation or rescission by me or any other person for any reason whatsoever. This Agreement is the entire agreement between me and VFS regarding ownership of the Project and the License, and may be modified only by a written instrument signed by both parties or their successors or assigns. This Agreement is for the benefit of VFS and its successors, assigns and licensees. This Agreement is binding on me and my heirs, executors, administrators, successors, and personal representatives.

VFS may in its discretion assign this Agreement. I may not assign this Agreement or the License. This Agreement and all related matters will be governed by and construed in accordance with the laws of British Columbia, Canada and the laws of Canada applicable in British Columbia (excluding any rules that would lead to the application of any other laws); and the Supreme Court of British Columbia, sitting in Vancouver, Canada, will have original and exclusive jurisdiction over any dispute arising from, connected with or relating to this Agreement or any related matter.

|                    |   |
|--------------------|---|
| DATE:              | WITNESS' SIGNATURE:                       |
| STUDENT SIGNATURE: | WITNESS' NAME AND ADDRESS (PLEASE PRINT): |