



## Confirmation of Copyright Vesting and Waiver of Moral Rights

File: 10005-40/SD25TKN048

THIS CONFIRMATION OF COPYRIGHT VESTING AND WAIVER OF MORAL RIGHTS ("**Confirmation**") is provided pursuant to the Operational Services Contract between **His Majesty the King (or previously Her Majesty the Queen) in Right of the Province of British Columbia, represented by the Minister of Forests** (the "**Province**") and \_\_\_\_\_ (the "**Contractor**") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024 and, if applicable, given Ministry Contract No. SD25TKN048, (the "**Agreement**").

1. Interpretation. In this Confirmation, capitalized terms not defined herein will have the meaning given to them in the Agreement.
2. Background. Under the Agreement, the Contractor, among other things:
  - a. produced and/or provided the Produced Material;
  - b. agreed that the Province would exclusively own all intellectual property rights, including copyright, in the Produced Material, other than any Incorporated Material; and
  - c. agreed to deliver to the Province this Confirmation of the vesting of copyright in the Produced Material, other than any Incorporated Material, and irrevocable waiver(s) of moral rights in the Produced Material.
3. Confirmation. The Contractor hereby agrees and confirms that, pursuant to the Agreement:
  - a. the Produced Material was prepared under the direction of the Province;
  - b. ownership of the copyright in the Produced Material vested in the Province immediately upon its creation; and
  - c. the Province owns all other intellectual property rights in the Produced Material, other than any Incorporated Material.
4. Representations and Warranties. The Contractor represents and warrants that, to the best of its knowledge:
  - a. it has taken all steps and conducted all inquiries and investigations necessary to enable it to execute and deliver this Confirmation and to make the representations and warranties contained herein;
  - b. the Produced Material is original and does not, and will not, infringe the proprietary rights or interests of any other person or entity;

- c. a waiver of moral rights, in the form set out in Appendix 1 (Waiver of Moral Rights), has been signed by every individual creator of the Produced Material (each a “**Creator**”), whether they were the Contractor (or employee of the Contractor) or, if applicable, a Subcontractor (or employee of a Subcontractor), and each such waiver has been provided to the Province; and
  - d. neither the Contractor nor any Subcontractor (if applicable) or Creator has done anything to assign, transfer, license, charge, encumber or in any way dispose of or permit the use of the Produced Material, other than any Incorporated Material, by any person or entity other than the Province, except as expressly agreed by the Province in writing.
5. Additional Action. The Contractor will take any further steps and execute and deliver to the Province any additional instruments that the Province, acting reasonably, requires to vest, effect, perfect, register, record, verify, evidence or enforce its rights and interest in the Produced Material.
  6. Assignment. The Province, in its discretion, may assign this Confirmation or any of its rights hereunder.
  7. Governing Law. The laws of the Province of British Columbia and the laws of Canada applicable therein will govern the interpretation and enforcement of this Confirmation.
  8. Counterparts. This Confirmation and its Appendix 1 (Waiver of Moral Rights) may be executed in separate counterparts by the Contractor and/or any Creator(s) and delivered to the Province by any method agreed to by the parties.

This Confirmation is dated for reference the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed and delivered on behalf  
of the Contractor by its duly  
authorized signatory(ies):

\_\_\_\_\_  
[Signature(s)]

\_\_\_\_\_  
[Print Name(s)]

**APPENDIX 1**  
**WAIVER OF MORAL RIGHTS**

This **WAIVER OF MORAL RIGHTS** is provided pursuant to the Operational Services Contract between **His Majesty the King (or previously Her Majesty the Queen) in Right of the Province of British Columbia, represented by the Minister of Forests** (the “**Province**”) and \_\_\_\_\_ (the “**Contractor**”) dated the \_\_\_\_ day of \_\_\_\_, 2024 (the “**Agreement**”).

1) Waiver of Moral Rights. Each “**Creator**” identified below hereby:

- a. acknowledges and agrees that, pursuant to the Agreement, they are obliged to provide a waiver of any and all moral rights they may have in or relating to the Produced Material (as defined in the Agreement);
- b. waives in favour of the Province all “moral rights” that the Creator may have in or relating to the Produced Material including, but not limited to, the right to prevent distortion, mutilation or modification of the Produced Material, the right to prevent the Produced Material from being used in association with a product, service, cause or institution, and the right to have the Creator’s name associated with the Produced Material or to remain anonymous; and
- c. acknowledges that the Province may license or assign the Produced Material to third parties and agrees that the preceding waiver will extend to all such parties and their respective assignees and licensees.

Signed by the Creator(s):

_____ [Signature]	_____ [Signature]	_____ [Signature]
_____ [Print Name]	_____ [Print Name]	_____ [Print Name]
_____ [Date]	_____ [Date]	_____ [Date]

[add additional Creator(s) by reproducing this page, if required]