



## ASSIGNMENT OF COPYRIGHT AND LIMITED LICENSE AGREEMENT

This Assignment of Copyright and Limited License Agreement is made by and between \_\_\_\_\_ (hereinafter "Assignor") and the American Spinal Injury Association (hereinafter "Association").

WHEREAS, Assignor is a member of Association and of Association's \_\_\_\_\_ Committee (hereinafter "the Committee"); and

WHEREAS, Assignor has prepared or is preparing for the Committee a work titled or tentatively titled \_\_\_\_\_ ("the Work"), which Work is to become a part of the larger work, titled \_\_\_\_\_ ("the Larger Work"), to be owned and published by Association; and

WHEREAS, Assignor desires to assign to Association all right, title and interest in and to the Work; and

WHEREAS, in consideration for such assignment by Assignor, Association desires to grant to Assignor a limited license to reproduce and use the Work on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### Assignment

Assignor hereby forever and irrevocably assigns to Association all of Assignor's right, title and interest in and to the Work. Assignor intends that the Work become the property of Association and that Association own all intellectual property rights, including without limitation the copyright, in and to such Work and the Larger Work. Association shall have the right to obtain and hold in its name rights of copyright, copyright registrations and any similar protection that may be available in the Work and the Larger Work. Assignor agrees to execute any further transfers, assignments or other documents, as may be requested by Association or its designees from time to time, that may be necessary to facilitate the transfer of copyright in the Work from Assignor to Association.

The term "Work" shall include Assignor's notes, drafts, memoranda, final drafts and proofs, work sheets, graphic designs and charts and any and all other documents related to the Work and created as a result of Assignor's work or activities on behalf of Association.

Assignor acknowledges and agrees that this Assignment is a transfer to Association of full ownership in and to the Work, including without limitation all rights to edit, reproduce, distribute, perform, transmit and display the Work, and the right to create derivative works therefrom, via any means, known or unknown, currently existing or developed or discovered in the future, including without limitation in digital format over the world wide web, on CD-ROM or otherwise.

Assignor warrants that Assignor is the sole owner and creator of the Work and of such rights in and to the Work, that the Work is original and not in the public domain, that the Work does not violate or infringe upon any existing copyright or other intellectual property right, that Assignor has not previously assigned to another any rights assigned herein, and that Assignor has full power to enter into this Assignment.

Assignor acknowledges that Assignor has entered into this Assignment voluntarily and understands that, henceforth, the copyright to the Work created and/or to be created by Assignor is owned and forever will be owned solely by Association.

#### Limited Copyright License

Association hereby grants to Assignor, without right of sublicense, the limited, revocable, royalty-free, nonexclusive license to reproduce and use the Work, solely for Assignor or Assignor's employer's internal use, provided that, in connection with any such reproduction, Assignor shall in writing both identify Association as the owner of the copyright in and to the Work and indicate that the reproduction is by permission of Association. Assignor acknowledges that this limited license to reproduce the Work shall expire automatically upon the publication of any updated or revised version of the larger Work.

IN WITNESS WHEREOF, the parties, fully intending to be bound thereby, have executed this Assignment of Copyright and Limited License Agreement on the dates set forth below.

\_\_\_\_\_ Date: \_\_\_\_\_

Assignor

AMERICAN SPINAL INJURY ASSOCIATION

By: \_\_\_\_\_ Date: \_\_\_\_\_