

Copyright for photographic products

Copyright in any photograph and in any work expressed by any process analogous to a photograph prepared or published by or under the direction or control of Her Majesty the Queen in the Right of Canada (Her Majesty) as represented by the Minister of Canadian Heritage arising from any contract and/or photographic assignment initiated by and/or governed by Her Majesty and/or the Minister of Canadian Heritage shall vest in Her Majesty.

The photographer hereby waives all moral rights in the photographic work, namely the right to the integrity of the work and the right, where reasonable in the circumstances, to be associated with the work as its author by name, that he/she may have on the work by virtue of the *Copyright Act* in favour of Her Majesty and/or the Minister of Canadian Heritage for the duration of the copyright.

The photographer further acknowledges that full or partial payment of the cost of the contract in no way changes the effect of this waiver.

The photographer undertakes to obtain all written authorizations and releases of all those who appear recognizably in the Work according to the models provided at Schedule "X" herein and deliver them to Her Majesty and/or the Minister of Canadian Heritage prior to any photographic assignment. Failure to do so will result in the photographer being fully liable for any damages to third parties occasioned by use of the works by Her Majesty and/or the Minister of Canadian Heritage.

Consequently, the photographer shall indemnify, defend and forever hold Her Majesty as represented by the Minister of Canadian Heritage, their legal representatives, employees or any person acting on their behalf, from all costs, charges and expenses whatsoever that Her Majesty and/or Minister of Canadian Heritage, their legal representatives, employees or any person acting on their behalf, sustains or incurs in or about any and all claims, actions, suits and for the use of the work of any copyright resulting from the performance of the photographer's obligations under the contract, and in respect of the use of or disposal by Her Majesty and/or the Minister of Canadian Heritage of anything furnished pursuant to the contract.

The photographer shall indemnify and forever save harmless Her Majesty and/or the Minister of Canadian Heritage, their legal representatives, employees or any person under the authority, from and against all claims, losses, damages, costs, expenses, actions or proceedings, made sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any person under the supervision and control of the photographer during the term of the Contract and who claims a moral right in accordance with the *Copyright Act*.

The photographer's liability to indemnify or reimburse Her Majesty and/or the Minister of Canadian Heritage, their legal representatives, employees or any person under their authority under the contract shall remain in force for the full term of the copyright and shall not affect or prejudice Her Majesty and/or the Minister of Canadian Heritage from exercising any other rights under law.

Signed at _____ on _____
City / Province / Territory Day / Month / Year

Photographer's signature _____



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