



**ASSIGNMENT OF COPYRIGHT**

Ms. No. \_\_\_\_\_

To: NATIONAL RESEARCH COUNCIL OF CANADA (“NRC”) Research Press

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name and address of author signing this form)

This refers to the manuscript entitled: \_\_\_\_\_

written by myself and the following additional author(s): \_\_\_\_\_

for publication in: \_\_\_\_\_

1. I declare that the list of authors fairly conforms to academic conventions about who should be listed. I declare that the manuscript, or its equivalent, has not been submitted for publication elsewhere. If it is accepted for publication by the National Research Council of Canada, I will ensure that it, or its equivalent, is not submitted for publication elsewhere.

2. I declare that I am (check ONE):

- (a) the sole owner of the copyright relating to the manuscript, and → I **assign** to NRC the entire copyright.
- (b) a part owner of the copyright, in conjunction with interests held by co-authors or their employers, and → I **assign** to NRC my entire interest in the copyright, and I expect the co-authors to also sign a form like this one.
- (c) an agent of my employer with authority to assign the copyright owned by the employer, who is: \_\_\_\_\_ and → I **assign** to NRC, on behalf of my employer, my employer’s entire interest in the copyright relating to the manuscript, and I expect the co-authors to also sign a form like this one.
- (d) a public servant in Canada (federal, provincial or territorial) or the United Kingdom, so that the copyright is owned by Her Majesty, and → I have obtained the approval of my employer, according to the terms of my employment, to grant NRC **non-exclusive permission** to publish the manuscript and administer the copyright.
- (e) a public servant of the United States of America, and subject to the law that creates no U.S. copyright for the manuscript, and → I **assign** to NRC, on behalf of my employer, my employer’s entire interest in any copyright that may exist outside the U.S., and I expect the co-authors to sign a form like this one.

3. I understand that my submission of this document does not guarantee publication, and that publication will not occur until **all authors** have provided a copyright transfer. If the manuscript is not published within 2 years after I sign this, the assignment is revoked.

Signed at \_\_\_\_\_ on \_\_\_\_\_  
(City and Province/State) (Date)

\_\_\_\_\_  
(Signature)



## Comments on Copyright Transfer

(with extracts from the *Copyright Act*, Revised Statutes of Canada 1985, chapter C-42, as amended)

The publisher is not permitted to publish the manuscript without permission or an assignment of ownership of copyright. For greatest flexibility, and to be prepared to deal with future uses of the published material, the publisher requires ownership.

The owner may assign the right, but that assignment must be in writing:

13.(4) *The owner of the copyright in any work may assign the right, either wholly or partially, and either generally or subject to territorial limitations, and either for the whole term of the copyright or for any other part thereof, and may grant any interest in the right by licence, but no assignment or grant is valid unless it is in writing signed by the owner of the right in respect of which the assignment or grant is made, or by his duly authorized agent.*

The owner may be the author, but in many cases, the owner is the author's employer:

13.(3) *Where the author of a work was in the employment of some other person under a contract of service or apprenticeship and the work was made in the course of his employment by that person, the person by whom the author was employed shall, in the absence of any agreement to the contrary, be the first owner of the copyright, but where the work is an article or other contribution to a newspaper, magazine or similar periodical, there shall, in the absence of any agreement to the contrary, be deemed to be reserved to the author a right to restrain the publication of the work, otherwise than as part of a newspaper, magazine or similar periodical.*

The only exception to taking ownership arises when the manuscript is covered by Crown copyright owned by a Canadian government.

12. *Without prejudice to any rights or privileges of the Crown, where any work is, or has been, prepared or published by or under the direction or control of Her Majesty or any government department, the copyright in the work shall, subject to any agreement with the author, belong to Her Majesty and in that case shall continue for the remainder of the calendar year of the first publication of the work and for a period of fifty years following the end of that calendar year.*

Governments, and in particular the federal government, do not have a simple mechanism for assigning ownership of this particular type of Crown asset. Therefore, when an author is a public servant so that there is Crown copyright in the manuscript, a simple permission to use is acceptable to the publisher, if it is granted by a person with appropriate authority.