Gold Museum, New Taipei City Government

Copyright Transferring Agreement

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **Party A**), hereby confirm the transfer of all ownership and copyrights of my artwork (hereinafter referred to as **the Subject-Matter of the Agreement**) to Gold Museum, New Taipei City Government (hereinafter referred to as **Party B**). All parties hereby agree to and shall be abided by the following **Terms and Conditions**:

1. Party A hereby agrees, from the date of signature of this Copyright Transferring Agreement (hereinafter referred to as **This Agreement**) onward, that Party B shall grants all ownership and copyrights of the Subject-Matter of the Agreement.
2. The Subject-Matter of the Agreement has been physically submitted to Party B on the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (yyyy/mm/dd). The confirmation of reception is as shown in the attachment.

|  |  |
| --- | --- |
| Artwork Title: |  |
| Artwork Category: |  |
| Artwork Size: |  |
| Artwork Media: |  |
| Artwork Quantity: |  |
| Year of Creation: |  |

1. Party A hereby warrants that the Subject-Matter of the Agreement has been created solely and entirely by and at Party A’s own discretion and contains no materials of which would violate any legal right including copyright of any third-party person or entity. Party A possesses all ownership and copyrights of the Subject-Matter of the Agreement prior to the signature hereof, and has created no pledge rights for any third-party person or entity.

Party A also warrants the Subject-Matter of the Agreement and associated legal rights for which are to be transferred contain no defects.

Whereas, should any circumstance fails to comply with the above two statements, Party B shall be entitled to terminate This Agreement and shall request compensation from Party A for breach of This Agreement. (Includes but not limited to applicable counsel fees.)

1. Upon the signature and conclusion of This Agreement, Party A is not allowed to, or commission others to reproduce, modify, publicly transfer or publicly display all or parts of the copyrights of the Subject-Matter of the Agreement, or perform other acts that harms any value-added applications carried by Party B, or perform any acts for which violate applicable copyright laws hereunder.
2. Should Party B utilizes the Subject-Matter of the Agreement in all circumstances, Party B shall include, in appropriate manners, indications of the title along with Party A as the original creator on the Subject-Matter of the Agreement hereunder.
3. This Agreement is made in TWO originals, with Party A and Party B each holding one copy. In addition, Party B will also store and forward a duplicate hereof to reserve.
4. This Agreement shall be made effective from the date of its signature onward.
5. Should This Agreement contains any attachment, they shall be transferred along with This Agreement, and shall have the same legal effect hereunder.
6. Whereas, disputes or provisions arising out of This Agreement, Party A and Party B agree that the Taiwan New Taipei District Court, the court responsible for the location Party B resides, shall be the first instance court with jurisdiction.
7. Unaccomplished matters of This Agreement shall be described in all respects in accordance with the laws of Republic of China hereunder. If necessary, Party A and Party B shall confer and revise This Agreement with prior written consent.

In witness whereof, all parties hereto have signed This Agreement as of the day and year first above written.

Party A: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative of Party A: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Identity Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative of Party B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unified Business Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_