**W I L D L I F E H A B I T A T C A N A D A ’ S**

**2027 Canadian Wildlife Habitat Conservation**

**Stamp and Print**

**LICENSE TO REPRODUCE COPYRIGHTED WORKS OWNED BY WILDLIFE HABITAT CANADA**

**THIS ASSIGNMENT** made as of this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025.

**BETWEEN**:

**WILDLIFE HABITAT CANADA,** a corporation having its head office in the City of Ottawa, in the Province of Ontario (hereinafter referred to as “WHC”)

- and -

**THE ARTIST,**

(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a resident of (Full Mailing Address),\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(hereinafter called “the Artist”);

**WHEREAS:**

WHC is the owner of intellectual property rights in and to the materials listed and described in the Competition Agreement under Definitions attached hereto (“Painting”);

And the Licensee has requested a license to the Painting for the purpose of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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And WHC, as administrator of the intellectual property rights in and to the Painting, wishes to grant such license to the Licensee for this purpose;

Now therefore, in consideration of the covenants contained herein, the parties agree as follows:

1. **License Grant:** WHC hereby grants to the Licensee a non-exclusive, non-transferable license to copy, use, publish and distribute the Painting, in whole or in part, for the purpose as stated above PROVIDED:

a) the Licensee does not modify or translate the Painting;

b) in reproducing the Painting, due diligence is exercised to ensure the quality of the reproduction;

c) WHC is acknowledged as the copyright owner of the Painting using the following copyright notice:

**© Wildlife Habitat Canada, 2027**

**“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” by artist \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

1. **Fee:** WHC grants this license to the Licensee FREE of ALL fees and royalties.
2. **Effective Date**: This agreement is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, until March 31, 2028.
3. **Termination:** Notwithstanding section 3 above, this agreement may be terminated prior to its expiration:

a) by WHC, automatically and without notice, if the Licensee commits or permits a breach of its covenants and obligations hereunder;

b) by the Licensee at any time upon written notice to WHC, and such termination shall take effect thirty (30) days after receipt by WHC of such notice.

1. The Licensee hereby releases and discharges, and shall indemnify WHC, from all claims whatsoever alleging loss, costs, expenses, damages or injuries arising out of the Licensee’s exercise of its rights hereunder or arising out of or in connection with this agreement.

**IN WITNESS WHEREOF the parties hereto have executed this Agreement.**

**FOR WILDLIFE HABITAT CANADA**

Jessica Burns Date

Executive Director

Wildlife Habitat Canada

**THE LICENSEE**

Name – printed Date

**ANNEX A**

**List of Licensed Material(s)**

Please provide the title and brief description of the material(s) being licensed under this agreement.

1. The image featured on the 2027 Canadian Wildlife Habitat Conservation Stamp and Print: “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*(Insert winning painting image here)*

***Initials***

***For WHC:***

***For the Licensee: \_\_\_\_\_\_\_\_\_\_\_\_\_***

**2027 WHC ART COMPETITION: OFFICIAL ARTIST AGREEMENT: DEFINITIONS PAGE**

|  |  |
| --- | --- |
| “16 Pane Stamp”  “Competition”  “Conservation Edition Print” | a full sheet pane of 16 Stamps;  the 2027 Canadian Wildlife Habitat Conservation Stamp and Print Art Competition;  1 of 400 signed and numbered lithographic Prints, including at least one of either a mint Conservation Stamp or an Artist-signed Conservation Stamp, to be used exclusively for donations by WHC to Canadian wildlife conservation organizations for fundraising purposes; |
| “ECCC”  “Executive Edition Print”  “Limited Edition Print” | Environment Climate and Change Canada;  1 of 150 signed and numbered lithographic Prints, including a gold-plated medallion, an artist drawn Remarque and a least one of either a mint Conservation Stamp or an Artist-signed Conservation Stamp;  1 of 9,500 signed and numbered lithographic Prints and at least one of either a mint Conservation Stamp or an Artist-signed Conservation Stamp; |
| “Medallion” | a gold-plated medallion; |
| “Medallion Edition Print” | 1 of 1,300 signed and numbered lithographic Prints, including a gold-plated medallion and at least one of either a mint Conservation Stamp or an Artist-signed Conservation Stamp; |
| “Mint Stamp” | a single Stamp from a pane of 16 Stamps, in a booklet; |
| “Painting” | the original painting; |
| “Program” | Conservation, Limited, Medallion and Executive Edition Prints (reproductions), medallions, Remarque’s, lapel pins, Conservation Stamps and other promotional products featuring the image of the original painting; |
| “Remarque” | 1 of 15 (or more) hand drawn image of the selected species in the middle border portion of the reproduction Painting Print; |
| “Signed Stamp” | a single Stamp from a pane of 16 Stamps, signed by the artist, in a booklet; |
| “WHC” | Wildlife Habitat Canada. |