



CONTRIBUTION AGREEMENT

Please read these terms and conditions carefully. By submitting a Children's Artefact to CDIC-CIDE, you signify your acceptance and agreement to be bound by the following terms and conditions of this agreement ("Contribution Agreement"):

1. **"Children's Artefact"** means any children's art and children's written and verbal expression including, but not limited to, drawings, stories and narrative accounts of children's communications recorded in any format, including any work of a literary, artistic, musical, dramatic, cinematographic, and/or choreographic nature, any performer's performance, sound and/or video recordings, and/or works of any other nature, in any form or medium, that you have submitted to CDIC-CIDE pursuant to the terms of this Contribution Agreement, and includes any related intellectual property rights to such works, including but not limited to copyright and moral rights.
2. CDIC-CIDE is a charity organization that aims to meet the following objects (the **"Objects"**):
 - (a) collect, classify, preserve and exhibit children's art and children's written and verbal expression including, but not limited to, drawings, stories and narrative accounts of children's communications recorded in any format, in order to educate and increase the public's understanding of the social, historical, educational and psychological significance of Children's Artefacts; and
 - (b) to advance education by conducting research concerning the social, historical, educational and psychological Children's Artefacts and making the results publicly available.
3. By submitting the Children's Artefact to CDIC-CIDE, you represent and warrant that:
 - (a) you are:
 - (1) the author of the Children's Artefact, if the author is of the age of majority;
 - (2) if the author of the Children's Artefact is a minor, the parent or legal guardian on behalf of the minor,
 - (3) a tutor or instructor of the author with the consent of the author, or if the author is a minor, the consent of the parent or legal guardian on behalf of the minor; or
 - (4) if the author is deceased, as the owner of the Children's Artefact;
 - (b) you are the lawful owner of the Children's Artefact, and all content therein, or you have the authorization of the lawful owner to submit the Children's Artefact to CDIC-CIDE under the terms of this Contribution Agreement; and
 - (c) to the best of your knowledge, the Children's Artefact is free of all liens and encumbrances, including without limitation any claims of any taxing authority.

4. By submitting the Children's Artefact to CDIC-CIDE, and upon acceptance of the Children's Artefact by CDIC-CIDE, you hereby agree to irrevocably and unconditionally assign all right, interest and title in and to the Children's Artefacts, including any related intellectual property therein, and hereby agree to irrevocably and unconditionally waive all moral rights in the Children's Artefacts in favour of CDIC-CIDE. CDIC-CIDE shall hereafter have and retain exclusive and absolute ownership of the Children's Artefact and related intellectual property therein.
5. CDIC-CIDE reserves the right to refuse the acceptance of any Children's Artefact submitted for contribution to CDIC-CIDE's collection. In the event that a Children's Artefact is not accepted into the collection, CDIC-CIDE will provide written notice to you. The contributor will be allowed to retrieve the artefact from CDIC-CIDE, within 12 months of the written notice of refusal.
6. In accepting the Children's Artefact for CDIC-CIDE's collection, CDIC-CIDE agrees to maintain and preserve the Children's Artefact in accordance with the Objects, including making reasonable efforts to preserve the Children's Artefact, as close as possible to the initial condition when received, until such time that, in CDIC-CIDE's sole discretion, the deterioration of the Children's Artefact does not allow for protection or restoration that would improve its condition. CDIC-CIDE makes no warranties or guarantees with respect to the preservation or condition of the Children's Artefact and reserves the right to, at any time and for any reason, remove a Children's Artefact from its collection.
7. Upon acceptance of the Children's Artefact into CDIC-CIDE's collection, CDIC-CIDE grants to the author of the Children's Artefact a perpetual, non-transferrable, non-exclusive license to use the intellectual property related to the Children's Artefact. Upon reasonable request, CDIC-CIDE will provide the author with access to the original physical copy of the Children's Artefact and to obtain copies thereof.
8. CDIC-CIDE reserves the right to provide, or transfer the ownership of, the Children's Artefact to museums and other educational, archival or research institutions and organizations for the purposes of carrying out the Objects. In such cases, CDIC-CIDE will make reasonable efforts to notify you within twelve (12) months of such an event by sending a notice to the address submitted by you with the Children's Artefact.
9. The terms of this agreement shall be governed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.
10. This agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter herein, and supersedes all prior agreements, arrangements and understandings, written or oral.