**9.16 Copyright – Ownership – Transfer**

A transfer of copyright ownership, other than by operation of law, must be in writing and signed by the owner of the copyright or the owner’s authorized agent. The writing may be an instrument of conveyance, such as a contract or assignment, or a note of memorandum of the transfer.

**Special Interrogatories to the Jury**

If you find that [Plaintiff] is not the author of [the claimed work], do you find by a preponderance of the evidence that:

 [Plaintiff] received a transfer of the copyright in [the claimed work]?

Answer Yes or No \_\_\_\_\_\_\_\_\_\_\_\_\_

If you answered “Yes” to Question No. 1, go on to Question No. 2.

 The transfer was in writing?

Answer Yes or No \_\_\_\_\_\_\_\_\_\_\_\_\_

If you answered “Yes” to Question No. 2, go on to Question No. 3.

 The person transferring the copyright was the owner or the owner’s authorized agent?

Answer Yes or No \_\_\_\_\_\_\_\_\_\_\_\_\_

If you answered “No” to any of these Questions, then you must find that there was no valid transfer of copyright ownership.