

# PUBLISHING AND COPYRIGHT AGREEMENT

THIS PUBLISHING AND COPYRIGHT AGREEMENT (the "Agreement") is entered into this 20th day of March, 2020

## BETWEEN:

TEST DOCUMENT  
of  
TEST DOCUMENT  
TEST DOCUMENT, TEST DOCUMENT  
TEST DOCUMENT

*(the "Author")*

*OF THE FIRST PART*

- and -

TEST DOCUMENT  
of  
TEST DOCUMENT  
TEST DOCUMENT, TEST DOCUMENT  
TEST DOCUMENT

*(the "Publisher")*

*OF THE SECOND PART*

## 1. BACKGROUND

Whereas TEST DOCUMENT is a lawfully established business existing in the province of | and

Whereas TEST DOCUMENT owns the copyright to a work of TEST DOCUMENT titled "TEST DOCUMENT" (the 'Work'), and wishes to grant TEST DOCUMENT permission to reproduce and use the Work in accordance with the terms stated herein;

IN CONSIDERATION OF the mutual covenants and promises set forth in this Agreement, the Author and the Publisher agree as follows:

## 2. NATURE OF RIGHTS

The Author grants the Publisher the non-exclusive rights to publish, republish, use, reuse, and reproduce the Work in the formats agreed upon herein. This right includes the power to incorporate the Work into other pre-existing compositions, and to use the Work in future compilations.

The Author retains all rights to the Work, and is free to submit the Work elsewhere for publication at any time.

## 3. USE OF AUTHOR'S INFORMATION

The Publisher agrees not to voluntarily disclose any private, confidential or personal information the Author has provided thereto, without Author's prior consent.

## 4. DURATION OF AGREEMENT

This Agreement shall remain in effect indefinitely.

## 5. PERMITTED FORMATS

This Agreement shall extend to all present and future media formats.

The above rights include the right to make technical modifications to the Work in order to display it in the agreed upon media and formats.

## 6. MODIFICATIONS TO THE WORK

The Author agrees to allow the Publisher to modify or edit the Work solely at its own discretion. Such changes include, without limitation:

1. Grammar, syntax, spelling and/or punctuation corrections;
2. Removal of any material that encourages or advocates violence or terrorism, racial or religious hatred, or criminal activity; and
3. Modification for the purpose of improving the overall quality of the Work.

## 7. WARRANTY AND INDEMNIFICATION

The Author affirms that the Work is original and the Author is the sole author and owner of the copyright. Furthermore, the Author understands that he or she will be fully liable should any copyright infringement be claimed or discovered.

The Author hereby agrees to indemnify the Publisher and any of its operators of any loss, damage, penalties, legal actions, or claims incurred as a result of breaching this Agreement.

## 8. GOVERNING JURISDICTION

This Agreement is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the province of Newfoundland and Labrador, excluding conflict of law principles that would cause the application of laws of another jurisdiction.

## 9. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

## 10. AMENDMENT

Any amendments to this Agreement must be evidenced in writing and signed by both parties.

## 11. TERMINATION

Either party may terminate this Agreement by providing the other party with at least TEST DOCUMENT days written notice, or the minimum required by law.

Upon the termination or expiration of this Agreement, as the case may be, the Publisher shall cease publication, use, and distribution of the Work as soon as is commercially feasible. Notwithstanding the foregoing, the Publisher may complete pending orders and sell off current stock of the Work, so long as the sell-off period ends, at most, six (6) months after termination or expiration.

Termination or expiration of this Agreement shall not extinguish obligations herein which, by their nature, are intended to survive this Agreement. This includes, but it not limited to, the payment of royalties.

## 12. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the agreement between the Author and the Publisher. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the Author and the Publisher acknowledge that they have relied upon their own inspection, investigation and judgment in entering into this Agreement.

The Publisher and the Author further warrant that they have the right and power to enter into the Agreement and that they do not have conflicting agreements with any other party.

(This space intentionally left blank)

Signed this 20th day of March, 2020.

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TEST DOCUMENT  
(The Author)

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TEST DOCUMENT  
(The Publisher)