

# PUBLISHING AND COPYRIGHT AGREEMENT

THIS PUBLISHING AND COPYRIGHT AGREEMENT (the "Agreement") is entered into this 31st day of May, 2018.

**BETWEEN:** Name..... (the "Creator") of  
Street Address.....  
City, Province..... Postal Code.....

OF THE FIRST PART

- and -

**Ontario Deaf Foundation** (the "Publisher") of 73 Knyvet Avenue, Hamilton, Ontario L9A 3J6

OF THE SECOND PART

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**Name:** \_\_\_\_\_  
(The Creator only if of legal age)

**Name:** \_\_\_\_\_  
(The Parent or Guardian representing the Creator)

**Email address:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

\_\_\_\_\_  
Ontario Deaf Foundation  
(The Publisher)

## 1. BACKGROUND

Whereas **Ontario Deaf Foundation** is a lawfully established incorporation existing in the province of Ontario; and

Whereas **the Creator** owns the copyright to the work or works of art titled:

- i) " \_\_\_\_\_ "
- ii) " \_\_\_\_\_ "
- iii) " \_\_\_\_\_ "

and wishes to grant Ontario Deaf Foundation permission to reproduce and use the work or works that the Publisher chooses to publish (referred to as "Selected Work" or "Selected Works") in its *2018 Deaf Ontario Community Calendar* in accordance with the terms stated herein;

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

## **2. NATURE OF RIGHTS**

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

The Creator retains all rights to the Selected Work or Selected Works, and is free to submit the Selected Work or Selected Works elsewhere for publication at any time.

## **3. CREDIT TO CREATOR**

The Publisher agrees to credit the name of the Creator as provided in the submission of the Selected Work or Selected Works to the Publisher. The Creator agrees not to sue, claim or take other actions against the Publisher or its operators for any errors or inaccuracies in this name.

## **4. USE OF CREATOR'S INFORMATION**

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

## **5. DURATION OF AGREEMENT**

This Agreement shall be effective between **May 31, 2018 and December 31, 2023**.

## **6. PERMITTED FORMATS**

This Agreement shall extend ONLY to renderings of the Selected Work or Selected Works in the following format(s), and permit usage of the renderings in advertising and correspondence by the Publisher:

- Print
- Webpage or Online Publishing

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

The Creator retains all rights to the Selected Work or Selected Works.

## **7. MODIFICATIONS TO THE SELECTED WORK OR SELECTED WORKS**

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

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

## **8. ROYALTY PAYMENTS**

The Creator will receive royalty payments from the Publisher on the basis of per copy published in according to the following criteria, with the understanding that each selected Work will not be subject to more than one criterion.

- 25 cents for a graphic or photography work;
- 30 cents for a drawing or painting work;
- 35 cents for a work with a motif representing ASL or Deaf culture;
- 40 cents for a work selected for the front calendar cover;

25 dollars for a work used per instance in print or webpage and online publishing if not selected for the Calendar.

The Creator understands that ASL fingerspelling and ILY signs do not qualify as ASL motifs under the royalty criteria.

If the entries are received from the Creator up to three (3) days after the deadline date, they may be accepted at discretion of the selection committee. However, the Creator will be entitled to receive only half of the royalty value if chosen.

Actual payment will be remitted no later than **December 31, 2018**, and will be paid by cheque to the address stated above, or to another address as the Creator may later designate in writing.

## **9. WARRANTY AND INDEMNIFICATION**

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

The Creator understands that the entrant eligibility for the *Deaf Ontario Community Calendar* art contest is open to Deaf Canadians and warrants that he or she satisfies this entrant eligibility requirement.

The Creator 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.

## **10. 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 Ontario, excluding conflict of law principles that would cause the application of laws of another jurisdiction.

## **11. BINDING EFFECT**

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

## **12. AMENDMENT**

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

### **13. TERMINATION**

Either party may terminate this Agreement by providing the other party with at least thirty (30) 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 Selected Work or Selected Works as soon as is commercially feasible. Notwithstanding the foregoing, the Publisher may complete pending orders and sell off current stock of the Selected Work or Selected Works, so long as the sell-off period ends, at most, thirty-six (36) 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 is not limited to, the payment of royalties.

### **14. FULL AND FINAL AGREEMENT**

This Agreement comprises the entirety of the terms and conditions of the agreement between the Creator 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 Creator and the Publisher acknowledge that they have relied upon their own inspection, investigation and judgement in entering into this Agreement.

The Publisher and the Creator 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.

### **15. LEGAL AGE**

The Creator warrants that he or she is of legal age in the province of his or her residence to enter this Agreement otherwise the Agreement is signed by his or her parent or legal guardian.