

PUBLISHING AGREEMENT

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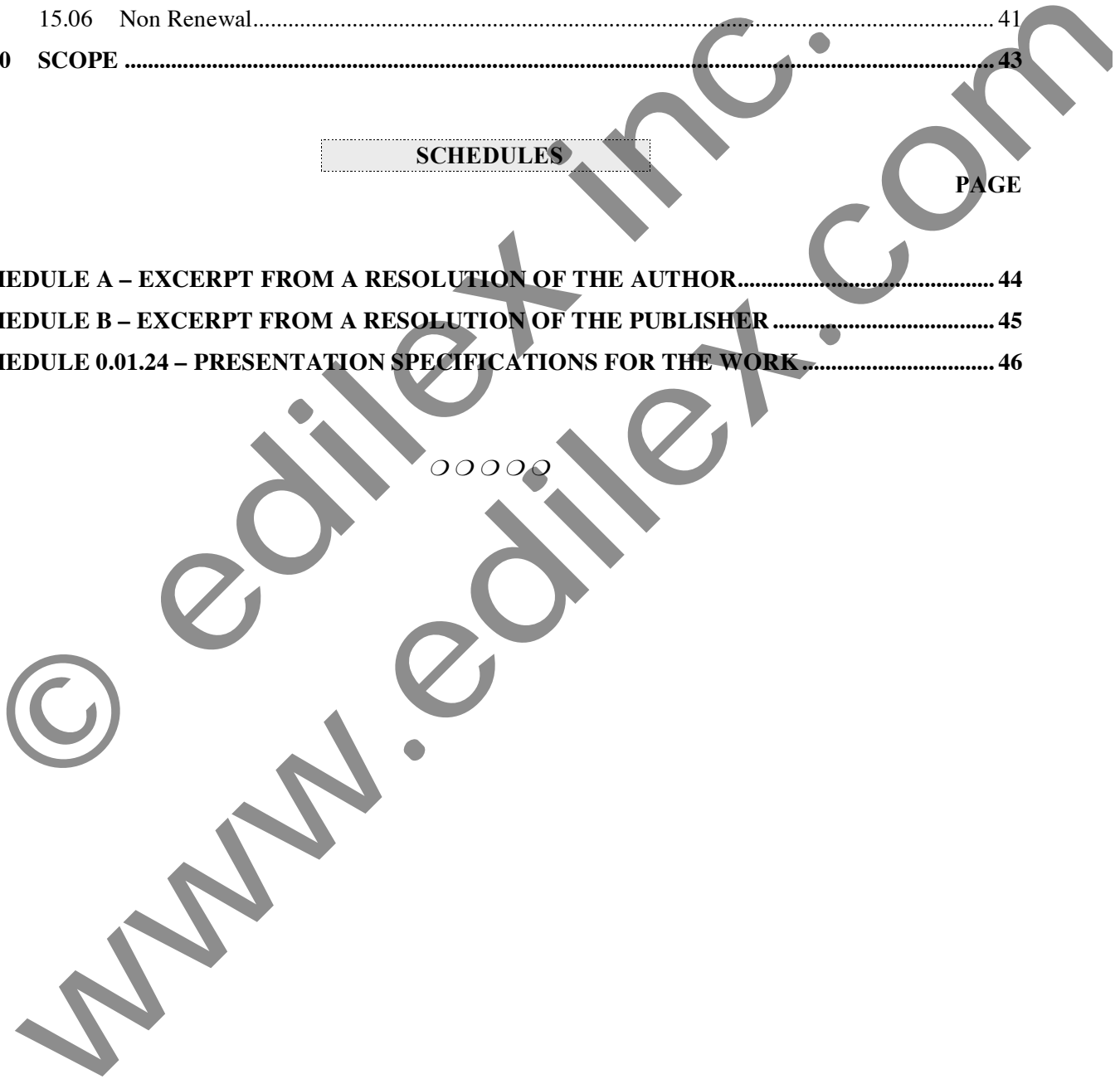
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ooooo



PUBLISHING AGREEMENT entered into in the City of, Province of
(insert name of province), Canada.

BETWEEN: **V1** (*name of individual*), (*occupation*), domiciled and
residing at (*insert civic number and street name*), in the City of
..... (*insert name of city*), Province of (*insert name of*
province), (*postal code*);

OR

V2 (*corporate or business name*), a legal person duly incorporated
pursuant to the *Act (name of statute under which the corporation was*
incorporated), having its principal place of business at (*insert civic*
number and street name), in the City of (*insert name of city*), Province of
..... (*insert name of province*), (*postal code*);

OR

V3 (*corporate or business name*), a legal person duly incorporated
pursuant to the *Act (name of statute under which the corporation was*
incorporated), having its head or registered office at (*insert civic number*
and street name), in the City of (*insert name of city*), Province of
..... (*insert name of province*), (*postal code*), represented by
..... (*name of representative*), its (*title of representative*),
duly authorized for the purposes hereof;

OR

V4 (*corporate or business name*), a legal person, duly incorporated
pursuant to the *Act (name of statute under which the corporation was*
incorporated), having its head or registered office at (*insert civic number*
and street name), in the City of (*insert name of city*), Province of
..... (*insert name of province*), (*postal code*), and duly
registered under number (.....) in accordance with (*insert*
name of statute pursuant to which the entity is registered), represented by
(*name of representative*), its (*title of representative*), duly authorized for
the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole
director or board of directors]];

HEREINAFTER REFERRED TO AS "AUTHOR ";

AND: (*identification of the publisher*);

HEREINAFTER REFERRED TO AS "PUBLISHER ";

AUTHOR	PUBLISHER

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) AUTHOR is the owner of an unpublished work titled ".....";
- (B) AUTHOR has registered its copyright with the Copyright Office under no.....;
- (C) PUBLISHER wishes to publish the afore-mentioned work;
- (D) AUTHOR agrees to grant certain rights on the work for the specific purposes described hereinafter;
- (E) The PARTIES wish to set out in writing the terms of their agreement regarding such purpose;
- (F) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00

INTERPRETATION

0.01

Definitions

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement shall be interpreted or construed as follows:

0.01.01 Activities

means (identify business sector) of (identify subject person);

0.01.02 Agreement

means this agreement including its recitals and schedules, any related or ancillary agreement or document identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section 12.05; the terms "herein", "hereof", "hereto", "herewith", "hereunder", "hereby" and other similar terms, when used in the Agreement,

AUTHOR	PUBLISHER

shall generally refer to the agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.03 Breach

means any misrepresentation, inaccuracy, error, omission, non-compliance, infringement, failure, claim or other circumstance relating to a representation, warranty, covenant, obligation or other provision of the Agreement leading to:

- (a) any infringement of the Agreement; or
- (b) any claim by any Person or other occurrence or circumstance which (i) is inconsistent with a covenant, obligation or other provision of the Agreement and (ii) causes damage to such Person;

0.01.04 Change in Control

means, in relation to any PARTY to the Agreement whose legal status is that of a business corporation, any one of the following events:

- (a) the direct or indirect acquisition by any Person or entity of securities of such a corporation representing more than FIFTY PERCENT (50%) of the corporation's voting rights;
- (b) an agreement for the sale or disposition of all or substantially all of such a corporation's assets;
- (c) a reorganization of such corporation leading to an assignment of a PARTY's rights in the Agreement to a related Person;
- (d) a merger of such a corporation; or
- (e) the approval by the shareholders of such a corporation of a plan for its complete liquidation;

0.01.05 Confidential Information

means any commercial, technical, scientific, financial, legal, personal or other information disclosed by a PARTY relating to the disclosing PARTY's business activities, strategies or opportunities, Intellectual Property, suppliers, customers, financial condition or employees which, at the time of disclosure, is designated as confidential, is disclosed in confidence, or would be understood by the receiving PARTY, exercising reasonable business judgment, to be confidential, but excludes:

- (a) information known to the receiving PARTY before the date on which it is received;

AUTHOR	PUBLISHER

- (b) information known by the public or available to the public before the date on which it is received;
- (c) information which becomes known by or available to the public after the date on which it is received and which does not result from a breach of confidentiality on the part of the receiving PARTY;
- (d) information received at any time by a Person not bound to one of the PARTIES by an undertaking of confidentiality with regard to such information;
- (e) information independently produced by the receiving PARTY;
- (f) personal information provided by an individual when such information is being used for the purpose for which it has been previously disclosed or any other purpose permitted by Law;

0.01.06 Copy

means any single reproduction of the Work by the publisher or by its sub-licences, on any physical, magnetic, electronic or optical support, intended for commercialisation of the Work to the public;

0.01.07 Encumber or Encumbrance

encumber means to create or grant an encumbrance and encumbrance means a legal cause of preference, a dismemberment of ownership rights, an ownership modality, a restriction on the right to sell or a security interest;

0.01.08 Event of Default

refers to any of the following events:

- (a) if a PARTY fails to make any of the payments (of principal or interest) according to the timetable set and if it fails to cure such default within (.....) days following receipt of notice to such effect;
- (b) if any of the security mentioned in the Agreement is reduced in value, forfeited or expires before the obligation it guarantees is performed;
- (c) if a PARTY, in its interim or annual financial statements, does not show a working capital having a ratio of at least 1:1;
- (d) if the operations of a PARTY are interrupted for any reason whatsoever during (.....) consecutive days or more;

AUTHOR	PUBLISHER

- (e) if a PARTY assigns its property for the benefit of its creditors or involuntarily liquidates its property;
- (f) if a PARTY becomes insolvent or if a petition in bankruptcy is instituted against it and a final judgment is handed down confirming its bankruptcy;
- (g) if a PARTY sells, assigns or transfers its rights in the Agreement, in whole or in part, without having obtained the prior written consent of
- (h) if a PARTY does not comply with one or more of its undertakings pursuant to the Agreement or to any ancillary agreement and such default is not cured within (.....) following receipt of a notice of default from
- (i) if a PARTY (or any of its Subsidiaries) is subject to a Change in Control;

0.01.09 Force Majeure

means any event beyond the control of a PARTY which could not have been reasonably foreseen and against which it could not have protected itself such as, without limiting the generality of the foregoing, natural disasters, epidemics, fires, accidents, acts of war (whether declared or not), insurrections, riots, acts of terrorism, wildcat strikes, partial or total work stoppages or slowdowns, lock-outs, changes in market conditions, power or communications breakdowns, interventions by civil or military authorities, compliance with any orders of governmental authorities, courts or tribunals or public authorities;

0.01.10 Full Duration

means the initial term of the Agreement and any renewal of its term effected in compliance with the terms provided for such purpose;

0.01.11 Fundamental Provisions

means, in the opinion of the PARTIES, Parts of the Agreement;

0.01.12 Intellectual Property

means any intangible asset, the proprietary rights of which may be protected by contract such as trade secrets, know-how and other similar assets and any intangible asset, the proprietary rights of which are protected by Canadian or foreign Laws such as patents, copyright, trademarks, industrial designs, integrated circuit topographies or plant species and includes any application made to and any registration or patent issued by a public authority for the purpose of securing proprietary and/or intellectual property rights to such intangible assets;

0.01.13 Legal Representatives

AUTHOR	PUBLISHER

means, in respect of each PARTY and, as the case may be, it's authorized assignee, when a natural person, the executors or administrators of his estate, his legal heirs, legatees, Successors or mandataries and, when a legal person, its directors, officers, shareholders, members, employees and representatives;

0.01.14 Manuscript

means the original version of the Work presented according to PUBLISHER's specifications;

0.01.15 PARTY

refers to a signing party to the Agreement and includes its Legal Representatives;

0.01.16 Person

means, as the case may be, a natural person, partnership, joint-stock company, business corporation, cooperative, association, labour union, trust or any other organization whether incorporated or unincorporated, or any public authority of foreign, federal, provincial, territorial or municipal jurisdiction which is not a party to the Agreement, and includes their Legal Representatives;

0.01.17 Prime Rate

means, for each day, the annual rate of interest which the main business bank of AUTHOR sets for that day, according to the financial markets, which it discloses publicly and based upon which it sets the interest rates for the loans it grants in Canada in Canadian currency;

0.01.18 Related Person

means, in relation to a PARTY, any Person identified in Subsection 251(2) of the *Income Tax Act* (Canada), R.S.C. 1985, c.1. (1st Supp.) or any Person not dealing at arm's length with such PARTY;

0.01.19 Sale Price

Means the retail sale price for a Copy of the Work within the Territory, minus any discount occasionally granted by PUBLISHER;

0.01.20 Subsidiary

means an entity controlled by or under common control of a PARTY to the Agreement, through ownership or control of more than FIFTY PERCENT (50%) of the voting rights or other means of ownership or control, provided that such control continues to exist;

AUTHOR	PUBLISHER

0.01.21 Successors

means any Person having acquired any right whatsoever regarding the creation, development, production and distribution of the Work in any form whatsoever and in any country; it includes, among others, AUTHOR’s collaborators, the authors of works of which an excerpt appears in the Work and the previous editors of the Work and of the works reproduced in whole or in part in the Work;

0.01.22 Territory

means

0.01.23 Trimester

means, depending on the accounting system used by PUBLISHER, either three calendar months or three periods of four consecutive weeks;

0.01.24 Work

means a (specify type of work) (published or unpublished) created by AUTHOR titled “.....” (title of the work), for the purpose of commercialisation in the Territory, of which the presentation specifications are attached hereto as Schedule 0.01.24.

0.02 Precedence

The Agreement reflects the entire understanding between the PARTIES. It supersedes all other written or verbal promises or covenants made prior to its signing in addition to any schedules hereto attached and all amendments agreed upon by the PARTIES which do not comply with Section 12.05 of the Agreement.

0.03 Jurisdiction

0.03.01 Governing Law

The Agreement shall be interpreted, construed and performed in accordance with applicable laws of the Province of Quebec and of Canada. Where the Agreement refers to a specific statute, such reference includes all regulations passed pursuant thereto, all amendments relating thereto as well as any statute or regulation which supplements or replaces such statute or regulation. Any reference to a repealed statute shall be considered to refer to the statute and the regulations pursuant thereto as they read immediately prior to the repeal of the statute.

0.03.02 Non-compliance

(a) Severability

AUTHOR	PUBLISHER