



## PWAC STANDARD FREELANCE CORPORATE PUBLICATION AGREEMENT

[To be used typically when writer is creating corporate copy and is not concerned with retaining or exploiting copyright in authored works]

This Agreement is between

(the "Writer")

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And

(the "Corporation")

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### Preamble

This Agreement sets forth the terms and conditions under which the Corporation agrees to engage the services of the Writer as an independent contractor to perform certain professional writing tasks.

In consideration of the mutual covenants set out below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Writer and Corporation agree as follows:

#### 1. Definitions

- a) **"Works"** means any work, in which copyright may subsist under the Canadian *Copyright Act*.
- b) **"Deliverables"** means all Works written by Writer for the Corporation while performing the Statement of Work.
- c) **"Statement of Work"** has the meaning ascribed thereto in clause 2 hereof.

#### 2. Statement of Work

(a) The Statement of Work to be performed under this Agreement is outlined in **Schedule "A"** which forms part of this Agreement and which describes the professional writing tasks to be performed by the Writer and the associated Deliverables to be provided by Writer to Corporation by prescribed dates. Any task or Deliverable not described in Schedule A shall be subject to a separate agreement between the parties.

#### 3. Exclusive License

(a) Upon receipt of full payment for each Deliverable, Writer grants the Corporation an exclusive license to exercise on a world-wide basis all intellectual property rights in and to such Deliverable in all digital and print forms, and all languages, subject only to the authorship credit provisions of clause 3(b) hereof, and the Writer's limited right to use reasonable portions of the Deliverable for his/her/its own portfolio purposes, provided such use does not negatively impact or impair the Corporation's exclusive rights granted hereunder.

(b) If requested by Writer, the Corporation shall permit on all Deliverables a reasonably-sized credit displaying Writer's name as author of the Deliverable.

4. Invoices

(a) Writer will invoice Corporation upon completion of a Deliverable and Corporation shall promptly pay such invoice upon receipt. Interest at 2% per annum shall be charged on amounts unpaid three weeks after the date of such unpaid invoice.

(b) Upon termination of this Agreement for any reason, Corporation shall pay all Writer's fees in full as set out in the Statement of Work for delivered Deliverables or Deliverables partially completed.

5. Warranties/Representation

Subject to clause 6 hereof, Writer warrants and represents that the Deliverables will be original; and to Writer's knowledge and belief, will not infringe upon or violate the intellectual property rights of any third parties.

6. Third Party Rights Clearances

Should Corporation wish to include any third-party copyright-protected material in any Deliverable, it shall obtain prior written permission and/or licenses from such third party copyright owner to use such materials. Corporation shall pay all license fees associated with the acquisition and receipt of such permissions and/or licenses.

7. Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

8. Mediation

If the Writer and Corporation disagree over the interpretation of this Agreement, they may each appoint one representative who will endeavour to settle the dispute by mediation.

9. Arbitration

When such a dispute cannot be resolved under clause 8 hereof, and if both Writer and Corporation agree, each may appoint one representative to a three-member arbitration board. The third member, who will chair the arbitration board, will be appointed by agreement of the first two members. If the two members cannot agree, the third party will be appointed by the court in accordance with provincial laws governing arbitration. Neither the Writer nor an employee, officer, director or shareholder of the Corporation may act as a representative or sit on the arbitration board.

10. Duties and Powers of the Arbitration Board

The arbitration board shall investigate and arbitrate only those disputes that are referred to it by the Writer and Corporation, in accordance with clause 9 hereof.

11. Confidentiality

Writer acknowledges that it may receive certain confidential information and trade secrets (collectively, the "**Confidential Information**") from Corporation in the course of creating the Deliverables hereunder. Writer agrees to maintain the secrecy of Corporation's Confidential Information and agrees not to use it except in creating the Deliverables hereunder and not to disclose it to any other person or entity. This Section shall not apply to any information which (a) is publicly available at the time of disclosure, (b) subsequently becomes publicly available through no fault of the Writer, (c) is rightfully acquired by the Writer from a third party who is not in breach of an agreement to keep such information confidential and (d) is required to be disclosed pursuant to any law, statute, rule, regulation or judicial or governmental authority in or of any jurisdiction.

12. Independent Contractor

Writer and Corporation acknowledge that they are independent contracting parties, and this Agreement shall not constitute either party as an agent, representative, partner, co-venturer, employee, employer or franchisee of the other party.

13. Applicable Law

This Agreement shall be governed by, and construed and enforced in accordance with, and subject to, the laws of the Province of \_\_\_\_\_ and the federal laws of Canada applicable therein.

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IN WITNESS WHEREOF the parties have executed this Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_, 201\_.

**[Corporation Name]**

**[Corporate Address]**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**[Writer Name or Writer's personal corporation]**

**[Address]**

SIGNATURE: \_\_\_\_\_

Schedule A  
Statement of Work

**General description of writing task(s) and Deliverable(s):**

<u>Deliverable Name</u>	<u>Approximate word count</u>	<u>Deliverable Date</u>	<u>Fee</u>
1.			
2.			
3.			
4.			
5.			