



# PROPOSAL KIT SAMPLE

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<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

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## COPYWRITING AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Copywriter") and <<CustCompany>> ("Customer").

### Declarations

"Pre-Existing Works" shall mean any method, practice, source code, object code, graphics, or other resource incorporated into any deliverable that contains Copywriter's Proprietary Rights.

"Copywriter's Proprietary Rights" shall mean anything in which Copywriter has a rightful copyright, trademark, patent, or other intellectual property interest.

"Deliverables" shall mean the software provided in object and/or source format (and subject to Copywriter's Proprietary Rights), documentation, or other materials required to be delivered by Copywriter to Customer, as set forth in any Specification(s).

"Source Code" shall mean all of the readable forms of code, documentation, or any combination thereof that go together to make and build files or Deliverables.

"Services" shall mean any programming, training, customization, enhancement, or other labor performed by the Copywriter as required by the Specifications, which may or may not have an associated Deliverable.

"Specifications" shall mean the specifications for the Deliverables, as reasonably communicated and agreed to by Copywriter, which include detailed specifications and instructions for all required Deliverables, features, and functionality, and a complete production schedule for each Deliverable.

### Recitals

Customer Initials \_\_\_\_\_ Copywriter Initials \_\_\_\_\_

- A. Copywriter has experience and expertise in the development and formation of original written works ("Materials" or "Project").
- B. Customer desires to have Copywriter develop Materials for Customer.
- C. Copywriter desires to develop Customer's Materials on the terms and conditions set forth in Exhibit B attached hereto (the "Specifications").

## **Agreements**

In consideration of the mutual covenants set forth in this Agreement, Customer and Copywriter hereby agree as follows:

### **1. Development of Materials.**

Copywriter agrees to the documentation and development of the Materials according to the compensation terms listed on Exhibit A attached hereto.

### **2. Specifications.**

Copywriter agrees to develop the Project pursuant to the Specifications set forth in Exhibit B.

### **3. Delivery Dates and Milestones.**

Copywriter will use reasonable diligence in the development of the Materials and endeavor to deliver to Customer all operational Materials and files no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline and the other payment milestones listed in Exhibit B are estimates, and are not required delivery dates unless otherwise noted in the Specifications. Deliverables defined as "Critical Deliverables" shall be outlined in Exhibit B and shall contain the delivery date and the terms of delivery of the Critical Deliverable. Copywriter shall deliver, at all times, any and all material required to complete the Project.

### **4. Ownership Rights.**

Customer Initials \_\_\_\_\_ Copywriter Initials \_\_\_\_\_

Customer shall retain all ownership, title, and interest in all Materials delivered under this Agreement. All subject matter created as part of the Materials shall be considered works made for hire and Customer shall own all copyrights. To the extent that any rights in the Materials vest initially with Copywriter for any reason, Copywriter hereby irrevocably assigns and quitclaims any such rights to Customer.

Notwithstanding Sec. 5.1.4, Copywriter hereby grants to Customer a non-exclusive, royalty-free, nontransferable, worldwide right and license to use, reproduce, modify, and distribute any Pre-existing Works incorporated into the Materials in connection with Customer's use of the Materials. Rights and license shall include, but is not limited to, rights to modify any Pre-existing Works to adapt or incorporate the Pre-existing Works into the Materials and to modify the Pre-existing Works to correct errors, add features or functionality to the Materials, and to make the Materials compatible with other hardware or software.

## **5. Project Development.**

### **5.1 Copywriter Warranties.**

Copywriter certifies and warrants that the following is true and valid:

#### **5.1.1 No Conflict.**

By entering into this Agreement, Copywriter certifies that Copywriter does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which Copywriter or any of Copywriter's affiliates is a party or by which Copywriter or any of Copywriter's property is or may become subject or bound. Copywriter will not grant any rights under any future agreement, and will not permit or suffer any lien, obligation, or encumbrances that will conflict with the full enjoyment by Customer of Customer's rights under this Agreement.

#### **5.1.2 Right to Make Full Grant.**

Copywriter has all required ownership rights and license to grant Customer all necessary rights with respect to the Materials, free and clear

Customer Initials \_\_\_\_\_ Copywriter Initials \_\_\_\_\_

of any and all agreements, liens, and interests of any person or party, including, without limitation, Copywriter's employees, contractors, agents, artists, or any such employees, contractors, agents, and artists who have provided, are providing, or will provide services with respect to the development of the Materials.

### 5.1.3 Non-infringement.

Nothing contained in the Materials or required as any part or operation of the Materials, or is required to deliver the Materials under this Agreement does or will infringe or violate any intellectual property rights of any third party. Further, nothing contained within the Materials or any part or operation of the Materials will

## DEMO CONTRACT

**This demo contract has been truncated. The complete 7 page editable version of this document is available in the Contract Pack template collections**

<https://www.proposalkit.com/html/legal-contract-templates/intellectual-property-contracts/copywriting-contract.htm>

**Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.**

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

