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WRITERS COPYRIGHT DEVELOPMENT AND TRANSFER AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Publishers") and <<ContractFirstName>> <<ContractLastName>> ("Writer").

Agreements

IN CONSIDERATION, of the promises and mutual covenants and agreements set forth herein, the parties agree as follows:

1. Engagement of Services.

Writer agrees to perform the following services for Publisher in the following manner:

- a) Writer shall author or edit and submit to Publisher written articles, columns, questions and answers, resource listings, checklists, and forms as may be requested, dealing with << Insert Issues Writer is Dealing With >> issues pertaining to << Insert Title of the Project >> (the "Work Product"). Publisher shall provide Writer with resource materials, and the theme, target audience, and suggested issues and sub-issues to be addressed. Unless specified otherwise, the Work Product shall be prepared in accordance with the written guidelines of Publisher and formatted in 12pt. Arial, single-spaced.
- b) Unless otherwise agreed, articles shall be << Insert Page Length of Project >> pages in length, as is necessary to address key issue of the topic the article. Writer is responsible for the factual correctness of the information contained in the articles.
- c) The Articles shall be the original work of Writer and shall not infringe upon the copyrights of others. Writer agrees to perform the services in a professional manner, to complete each article within one week, and to make any revisions or changes requested by Publisher in accordance with Section 2.1. When necessary, Writer may request an extension of time beyond one week, either orally or in writing. Email transmission of a written request will be acceptable.

Writer Initials _____ Publisher Initials _____

- d) Writer may not subcontract or otherwise delegate their obligations under this Agreement without Publisher's prior written consent.
- e) Writer has the right to refuse any and all assignments.
- f) Writer will submit authored and edited Work Product to Publisher via email, and will converse via email, telephonically or in-person as necessary regarding the same.

2. Compensation.

2.1 Fees and Approved Expenses.

Publisher will pay Writer the fee of <<FixedRate>> per page for main body of original written text, questions and answers, columns, and checklists. Writer will not be reimbursed for any expenses incurred in connection with the performance of services under this Agreement, unless Publisher approves those expenses in advance and in writing.

2.2 Payment Due.

Publisher will review the Work Product within five (5) business days after receiving it from Writer to ensure that it meets the requirements stated in Section 1. If Publisher does not give written notice of rejection or requests for modification within that time period the Work Product will be deemed accepted. Publisher will pay Writer for the services and will reimburse Writer for previously approved expenses, within ten (10) business days of acceptance.

3. Independent Contractor Relationship.

Publisher and Writer understand, acknowledge, and agree that Writer's relationship with Publisher will be that of an independent contractor and nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

4. Trade Secrets and Confidential Information.

4.1 Third-Party Information.

Writer Initials _____ Publisher Initials _____

Writer represents that their performance of all of the terms of this Agreement does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data of a third party and Writer will not knowingly disclose to Publisher, or induce Publisher to use, any confidential or proprietary information belonging to third parties unless such use or disclosure is authorized in writing by such owners.

4.2 Confidential Information.

Writer agrees during the term of this Agreement and thereafter to take all steps reasonably necessary to hold in trust and confidence information which they know or has reason to know is considered confidential by Publisher ("Confidential Information"). Writer agrees to use the Confidential Information solely to perform the projects hereunder. Confidential Information includes, but is not limited to, technical and business information relating to Publisher's products, research and development, processes, and future business plans. Writer's obligations with respect to the Confidential Information also extend to any third party's proprietary or confidential information disclosed to Writer in the course of providing services to Publisher. This obligation shall not extend to any information that becomes generally known to the public without breach of this Agreement. This obligation shall survive the termination of this Agreement.

5. Ownership of Work Product.

5.1 Definition.

"Work Product" means the works of authorship conceived or developed by Writer while performing the project services under this Agreement and prior works described in Section 8 of this Agreement.

5.2 Assignment.

Writer hereby irrevocably assigns, conveys, and otherwise transfers to Publisher, and its respective successors and assigns, all rights, title and interests worldwide in and to the Work Product and all copyrights, contract and licensing rights, and claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to

become known. In the event Writer has any rights in and to the Work Product that cannot be assigned to Publisher, Writer hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Publisher, its distributors and customers, whether now known or hereafter to become known and agrees, at the request and expense of Publisher and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights. In the event

DEMO CONTRACT

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<https://www.proposalkit.com/htm/legal-contract-templates/ownership-transfer-contracts/writers-transfer-of-copyright-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

