

## PUBLISHING AGREEMENT - JOURNALS

<b>DETAILS</b>	
<b>Publisher:</b>	Infopro Digital Services Limited, Fifth Floor, 133 Houndsditch, London, EC3A 7BX ('the Publisher')
<b>Author:</b>	
<b>Title of Work:</b>	"[ ]" ('the Work')
<b>Name of Journal:</b>	"[ ]" ('the Journal')

The Publisher shall publish the Work in the Journal subject to the terms and conditions set out below:

### 1. GRANT OF RIGHTS

- 1.1 In consideration of the Publisher providing the Author a complimentary copy of the Journal featuring the Work, the Author hereby grants the Publisher the sole right in perpetuity throughout the world to reproduce the Work in whole or in part in any medium now existing or created in the future and also for any promotional use of the Journal or extracts from it.
  - 1.2 The Author hereby grants the Publisher the right to use his/her name, approved likeness and approved biographical material in connection with the exploitation of the rights granted under this clause 1. Any material supplied by the Author or his/her representatives shall be deemed to be approved for the purposes of this clause 1.2.
  - 1.3 The Author shall do all things reasonably necessary to perfect the grant of rights under this agreement.
  - 1.4 The Author shall not assert any rights under the Copyright, Designs and Patents Act 1988 to object to derogatory treatment of the Work as a consequence of the Publisher's changes to the Work arising from corrections and edits for house style, removal of problematic material and other reasonable edits.
  - 1.5 the Publisher reserves the right to withhold publication of the Work in the Journal or otherwise if the quality of the Work fails to meet its reasonable requirements.
- (b) that s/he is entitled to grant the rights described in clause 1 free of any encumbrance;
  - (c) that s/he has not written the Work in the course of his/her employment;
  - (d) that the Work has not been published previously in any format or any territory of the world;
  - (e) the Work shall not be defamatory or otherwise contain any content that is untrue or in breach of the Obscene Publications Acts 1959 and 1964 or any other similar legislation;
  - (f) that s/he have written 100% of the Work and that it is original to the Author except to the extent that it incorporates works that are in the public domain.
- 3.2 The Author shall indemnify the Publisher against any loss, damage, costs and expenses (including legal fees) that it may suffer resulting from the breach of any representation or warranty contained in this agreement.

### 4. CONFIDENTIALITY

The Author shall not disclose without the Publisher' prior written consent any confidential information the Author may receive as a result of his/her engagement hereunder save as required in legal proceedings or to his/her professional advisers. A disclosure by his/her professional advisers shall be deemed to be a disclosure by the Author.

### 5. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

### 2. CREDIT

The Publisher shall use all reasonable endeavours to procure that where, and to the extent that, it exploits the rights granted, the Author shall receive the appropriate credit in the Journal.

### 3. WARRANTIES

- 3.1 The Author warrants as follows:
  - (a) that s/he is under no restriction that would prevent the performance of this agreement;

### 6. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended, or shall be deemed, to establish any partnership or joint venture between the parties, constitute either party the agent of the other party, nor

authorise either party to make or enter into any commitments for or on behalf of the other party.

**7. ENTIRE AGREEMENT**

- 7.1 The parties acknowledge that, in entering into this agreement, they have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.
- 7.2 This document represents the entire agreement between the parties and supersedes all previous agreements between the parties in respect of its subject matter.
- 7.3 Nothing in this clause shall limit or exclude any liability for fraud.

**8. DISPUTE RESOLUTION**

Neither party shall bring any proceedings against the other in respect of this agreement unless the party intending to bring proceedings first makes a bona fide offer to

participate immediately in a mediation conducted by a mutually agreed third party or a certified mediator and the other party declines the mediation. The costs of the mediator shall be borne by the party intending to bring proceedings but shall be subject to the mediation in any event. This clause 8 shall not apply where one party requires immediate injunctive relief to protect its interests hereunder.

**9. GOVERNING LAW AND JURISDICTION**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed.....

**Author**

Date.....

Signed.....

**For and on behalf of the Publisher**

Date.....