

PUBLICATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between **British Columbia Historical Federation**, a charitable society organized under the *Income Tax Act* having a principal mailing address at 21-11870 232nd Street, Maple Ridge, British Columbia ("**BCHF**") and _____, an individual having an address at _____ ("**Author**")

WHEREAS BCHF publishes a journal entitled *British Columbia History*, which consists of a print version, an electronic version hosted through a University of British Columbia ("UBC") Library website, and a searchable database available through the UBC Library website, abstracts, and offprints (collectively, the "Journal");

AND WHEREAS BCHF desires to publish and acquire a copyright license from the Author with respect to the Author's contribution, currently entitled _____ (the "Article"), and which includes or does not include [**Author to select**] the Author's photographs which accompany the Article, which has ("Reprint Article") or has not ("First Article") [**Author to select**] been published previously;

AND WHEREAS the parties to this Agreement wish to settle the terms of a publishing arrangement with respect to the publication of the Article in the Journal;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, BCHF and the Author agree as follows:

1. License

Subject to section 2 herein, the Author hereby grants to BCHF the non-exclusive, worldwide irrevocable, royalty-free, fee-free, fully paid-up right and license:

- (a) to produce, reproduce, publish, distribute, communicate to the public by telecommunication, translate, adapt and use the Article in the Journal in any form whatever (including print or electronic media), and by any technology now known or hereafter developed, either separately or as part of a collective work;
- (b) to authorize third parties to reproduce, transmit and distribute the Article for the purposes of assisting with the publication of the Article in the Journal; and
- (c) to authorize third parties to exercise those rights necessary to prepare and include the Article in research and document delivery services.

2. Period of Exclusivity

The Author hereby grants BCHF the exclusive right to publish the Article in the Journal for a period beginning when this Agreement is executed and terminating twelve (12) months after publication in the print version of the Journal (the "Exclusivity Period"). During the Exclusivity Period, the Author hereby agrees not to publish the Article, or any substantially similar article, in any other location whatever until the termination of the Exclusivity Period.

3. Warranties

The Author hereby represents and warrants to BCHF as follows:

- (a) the Article, including any photographs which may accompany the Article, is original and that the Author has obtained all necessary permissions to republish any copyrighted material contained in the Article, and that copies of all such permissions have been put in the possession of BCHF;
- (b) the Article is not unlawful, including, but not limited to, that the Article does not defame any person, does not invade the privacy of any person, does not constitute a breach of confidence, and does not in any other manner infringe upon the rights of any person;
- (c) the Author has full power and authority to enter into this Agreement and to grant the rights granted herein;
- (d) in the case of a First Article, the Article has not been submitted for publication elsewhere in North America, that no agreement to publish the Article in North America is outstanding, and that the Article, or any substantial portion thereof, has not been published previously in North America; and
- (e) in the case of a Reprint Article, if selected, the Article has been previously published by _____ and the Author retains the full power and authority to enter into this Agreement.

4. Reprint Credit

In the case of a Reprint Article, BCHF agrees to credit the original publisher in any subsequent publication of the Article by BCHF.

5. Payment

The Author hereby and forever agrees that the Author will receive no payment or royalty from BCHF for any use of the Article or for any rights granted by the Author by way of this Agreement.

6. Copy-editing and Presentation of Article

In preparing the Article for publication, BCHF agrees to use reasonable efforts to involve the Author in the copy-editing of the Article. Notwithstanding the foregoing, the Author hereby agrees that BCHF has sole discretion in determining how the Article will be presented in the Journal. Subject to the terms of this Agreement, BCHF, at its own cost, agrees to publish the Article within a reasonable time frame as determined by BCHF.

7. Term and Termination

The term of this Agreement shall remain in effect for as long as copyright protection subsists in the Article. Notwithstanding the foregoing, BCHF reserves the right to terminate this Agreement at its sole discretion if, in the opinion of BCHF, the Article is found to contain plagiarized material or if the Author breaches any of the Author's warranties.

8. Indemnification

The Author hereby agrees to forever indemnify, defend, and hold harmless BCHF, its directors, employees, editors, committee members, staff, and licensees from any claim, action, or proceeding related in any way, directly or indirectly to the Article, including, without limitation, any breach of the Author's warranties.

9. Severability

In the event that any provision contained herein is declared invalid, illegal or unenforceable by a court of competent jurisdiction, this Agreement shall continue in force for all other provisions and all rights and remedies accrued under such provisions shall survive.

10. Assignment; Governing Law

BCHF shall have the right to assign, sublicense, or otherwise transfer any and all rights and licenses granted to BCHF under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereto submit to the exclusive jurisdiction of the courts of the Province of British Columbia.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous oral and written communications and understandings.

12. Amendment, Waiver, Variation, and Interpretation

No amendment, waiver, or variation of the terms, conditions, warranties, covenants, agreements or undertakings set out herein shall be of any force or effect unless reduced to writing duly executed by the parties hereto in the same manner and with the same formality as this Agreement is executed. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

13. Succession and Counterparts

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors, assigns, subsidiaries, and affiliates. This Agreement may be entered into by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be validly executed either in original or electronically reproduced form, or by means of transmission of signed facsimile, and the parties hereby adopt any signatures received electronically or by facsimile transmission as original signatures of the parties.

EXECUTED BY:

British Columbia Historical Federation

Author

Name: _____

Name: _____

Position: _____

Date: _____

Date: _____