

MANUSCRIPT PUBLISHING AGREEMENT - ASSIGNMENT

The University of British Columbia ("UBC"), through its journal called _____ (UBC being referred to herein as the "Journal"), requires that authors of certain works formally assign all rights in their work to the Journal before the work will be published.

Author's Name (the "Author"):	
Author's Address:	
Description or Title of Work (the "Work"):	

In consideration of the Journal's agreement to publish the Author's Work, the Author and the Journal agree as follows:

1.0 Assignment of Work to the Journal

1.1 The Author grants and assigns exclusively to the Journal all right, title and interest in the Work, including the full and exclusive right to publish, print, distribute and sell the Work throughout the world in all languages and in all forms, editions and formats. These rights extend to publication of the Work in all media or formats now or hereafter known, including, print, internet, microform, electronic, e-book, e-mail, website, database or any type of public display. Further, such rights extend to all versions and editions of the Work, including original, abridged, translated or adapted versions.

1.2 The Author hereby also expressly waives, to the fullest extent permitted by law, all moral rights which the Author may now or in the future have, with respect to the Work.

2.0 Agreement to Publish

2.1 The Journal agrees to publish the Work at the Journal's expense at the time, and in the form and manner, which the Journal in its sole discretion may determine. Before publication the Journal has the right, at its sole discretion, to edit the Work, including the right to add to, delete from, alter and otherwise combine the Work with other content in any manner and in any media whatsoever.

2.2 The Journal will agree to reasonable requests by the Author to use the Work in a work authored or edited by the Author, subject to suitable acknowledgement of the Journal. The Author agrees to refer to the Journal any requests to publish the Work in other journals or works of which the Author is not the author or editor.

2.3 The Author acknowledges that unless otherwise expressly agreed in writing between the Journal and the Author, the Journal will not pay any fees, royalties or any other amount to the Author in connection with the Work, its publication or this Agreement.

3.0 Author's Warranties and Indemnity

3.1 The Author warrants that he/she is the sole owner of all right, title and interest in the Work, and that he/she has the full power to assign the Work to the Journal and to enter into and perform this Agreement and has not previously assigned, licensed or otherwise granted these rights.

3.2 The Author further warrants that:

(a) the Work is original to the Author and has not previously

been published in any form except, if applicable, publication as a thesis in an institutional repository;

(b) the Work does not infringe the copyright or other proprietary right of any other person;

(c) the Work contains no libellous, defamatory or unlawful content;

(d) the Work does not invade the privacy or other personal rights of anyone; and

(e) all statements in the Work purporting to be facts are true.

3.3 Before publication of the Work, the Author will advise the Journal of any material(s) in the Work (including text, images or other media) which belongs to others and the Author will be solely responsible for obtaining permission in writing from the owner(s) of such material(s) for its publication in the Work.

3.4 If any claim is made against the Journal based on a breach of the Author's warranties as set out above (a "Claim"), then the Journal will notify the Author of the Claim, provided that all decisions regarding the defence of the claim (including settlement) will be made by the Journal. The Author agrees to indemnify the Journal against any cost (including the Journal's legal costs), damages or losses incurred by the Journal as the result of any Claims or breach of this Agreement by the Author.

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4.1 The Journal shall not be required to start any action to stop infringement of the Work. If the Journal chooses to start an infringement action, then the Author has the option of joining in such action, in which case the Author and the Journal will equally share the expense of the action and any sums recovered. If the Journal does not start an infringement action, then the Author may, after obtaining the Journal's written consent, proceed on his/her own, provided that the Author shall bear all expenses and indemnify the Journal for any costs or Claims.

5.0 General

5.1 This Agreement is governed by the laws of British Columbia. This Agreement constitutes the entire agreement of the Journal and the Author regarding the Work. No amendment to this Agreement is valid unless in writing signed by the Journal and the Author. This Agreement is binding on the Journal, the Author, and the Author's heirs, administrators and personal representatives.

Signed by the Journal and the Author as an Agreement:

Signature of Journal Representative

Date Signed

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS

Signature of Author

Date Signed