**Offer to Publish and Copyright Agreement**

**Orato World Media Inc.**

**Journalist Contact Information**

Full Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AKA (Nom de Plume): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full mailing address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Story**  **Photo**  **Photo gallery**  **Video** 

**Story Details**:  Short Form Min. 500 words  Long Form Min. 2,000 Words

Story/photo subject: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Story/photo summary:

Proposed Interview subject: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Featured image: (describe) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional images: (if any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Draft deadline: \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposed publish date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Offer to Publish: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Offer Expires: (DATE): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Orato Assignment Editor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Orato World Media PUBLISHING AND COPYRIGHT AGREEMENT**

THIS PUBLISHING AND COPYRIGHT AGREEMENT (the "Agreement") is entered into this

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (day) (month) (year)

**BETWEEN:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Author’s Legal Name

of

Full Address

*(the "Author")*

*OF THE FIRST PART*

- and -

ORATO WORLD MEDIA

of

Suite 300, 7901-4th Street North

St. Petersburg, Florida, USA

33702

*(the "Publisher")*

*OF THE SECOND PART*

1. **BACKGROUND**

**Whereas**

* ORATO WORLD MEDIA is a lawfully established incorporated business in the state of Florida, USA, with a satellite office in Vancouver, B.C. Canada;
* Orato World Media requires first-person, human interest stories of the highest integrity;

**Whereas**

* The Author wants to produce human interest stories of the highest integrity and wishes to grant Orato World Media permission to reproduce and use the Work in accordance with the terms stated herein;

And **Whereas**

* Orato World Media owns the copyright to all work (the 'Work'),

submitted to it by the Author.

* Work includes all materials used to complete the written copy. Materials include, but are not limited to written materials, photographs, video and or audio clips in addition to the journalist’s side notes which provides context, background, historical and or demographical facts.

**IN CONSIDERATION OF the mutual covenants and promises to set forth in this Agreement, the Author and the Publisher agree as follows:**

1. **NATURE OF RIGHTS**

The Author grants the Publisher the right to publish, republish, use, reuse, and reproduce the Work in the formats agreed upon herein. This right includes the power to incorporate the Work into other pre-existing compositions, and to use the Work in future compilations. The Author can request permission from Orato to resell the work to other publishers.

1. **DESCRIPTION OF WORK DELIVERABLE BY THE AUTHOR**

The Author will provide written copy and photographs, video and or audio clips in the format and style required and consistent with the online publication standards and content limitations as set by Orato World Media, as follows:

1. Standard Work. The Authors submits a Work of approximately 500 words. The content is a first-person account of a verifiable event or experience of a real person, the veracity of which the Author has personally vetted. Vetting includes sufficient identification verification of the storyteller and corroborating witnesses. It will also require necessary background research to provide fact checking support and context to the narrative. The Author must take notes from source subjects and keep the notes for seven years.

Or

1. Long-form Work. The Author submits a Work of approximately 2,000 words. The content is a first-person account of a verifiable event or experience of a real person, the veracity of which the Author has personally vetted. Vetting includes sufficient identification verification of the storyteller and corroborating witnesses. It will also require necessary background research to provide fact checking support and context to the narrative. The Author must take notes from source subjects and keep the notes for seven years.
2. The Author shall provide any original audio, visual or multimedia components used in producing the story. These must be delivered in the form and format as dictated by Orato World Media’s guidelines.
3. The Author shall also provide their brief side notes explaining interesting background or context, such as history, cultural references and or demographical and statistical facts that enhance the viewer’s understanding and helps set the stage for the reader.
4. **COMPENSATION**

Compensation must be negotiated between the Publisher and the Author **in advance** of the Work being published. Compensation guidelines are as follows:

|  |  |  |
| --- | --- | --- |
| **Country** | **Min. 500 Words** | **Min. 2,000 Words** |
| Canada | $40 CA | $140 CA |
| USA & All Others | $25 US | $100 US |

|  |  |  |
| --- | --- | --- |
| **Country** | **Photo** | **Photo gallery** |
| Canada | $15 CA | $32 CA |
| USA & All Others | $12 US | $25 US |

The kill fee is 50 per cent for work but, only if cancelled by **the Publisher**.

1. **PAYMENT TERMS**

Orato World Media will pay the Author in Canadian dollars for authors based in Canada. U.S. dollars are payable to all authors situated outside of Canada.

Payments are made by Direct Transfer or PayPal.

Payment will be made within seven days of publication. Any alternate arrangements must be confirmed, in writing, in advance with the Publisher.

1. **INTELLECTUAL PROPERTY RIGHTS**
2. Ownership of Work. Subject to Author and third-party rights in pre-existing intellectual property, all Work, whether complete or in progress, and all intellectual property rights related thereto belongs to Orato World Media, The Author hereby assigns such rights to Orato World Media. The Author agrees that Orato World Media will own all intellectual property rights, not restricted to copyrights, and associated with the Work. Orato World Media will have the unrestricted right to use the Work without challenge, opposition, interference, or additional compensation. The Author will cause each of its personnel to waive their respective moral rights therein. The Author will sign any necessary documents and will otherwise assist Orato World Media in securing, maintaining and defending copyrights or other rights to protect the Work in any jurisdiction.
3. No Rights to Publisher’s Intellectual Property. Except for the limited license to use materials provided by Orato World Media to provide Work under this Agreement, the Author is granted no right, title, or interest in any Orato World Media’s intellectual property.
4. **LIMITATION OF LIABILITY**

Except as set forth in the section below, in no event will either party be liable for any special, indirect, incidental, or consequential damages nor loss of data, profits or revenue, cost of capital, or downtime costs, nor for any exemplary or punitive damages, arising from any claim or action, incidental or collateral to, or directly or indirectly related to or in any way connected with, the subject matter of the agreement, whether such damages are based on contract, tort, statute, implied duties or obligations, or other legal theory, even if advised of the possibility of such damages.

Notwithstanding the foregoing, any purported limitation or waiver of liability shall not apply to both parties’ obligation under the indemnification of confidential information sections of this agreement of either party’s liability to the other for damages thereto.

1. **CREDIT TO AUTHOR**

The Publisher agrees to credit the name of the Author as provided in the submission of the Work to the Publisher. The Author agrees not to sue, claim or take other actions against the Publisher or its operators for any errors or inaccuracies in this name, and the Publisher will correct any error as quickly as possible.

1. **USE OF AUTHOR’S INFORMATION**

The Publisher agrees not to voluntarily disclose any private, confidential or personal information the Author has provided thereto, without the Author’s prior consent.

1. **DURATION OF AGREEMENT**

This Agreement shall remain in effect indefinitely.

1. **PERMITTED FORMATS**

This Agreement shall extend to all present and future media formats.

The above rights include the right to make technical modifications to the Work in order to display it in the agreed upon media and formats.

1. **MODIFICATIONS TO THE WORK**

The Author agrees to allow the Publisher to modify or edit the Work solely at its own discretion. Such changes include, without limitation:

* Grammar, syntax, spelling and/or punctuation corrections;
* Removal of any material that encourages or advocates violence or terrorism, racial or religious hatred, or criminal activity; and
* Modification for the purpose of improving the overall quality of the Work.
1. **WARRANTY AND INDEMNIFICATION**

The Author affirms that the Work is original, and the Author is the sole author and owner of the copyright. Furthermore, the Author understands that he or she will be fully liable should any copyright infringement be claimed or discovered.

The Author hereby agrees to indemnify the Publisher and any of its operators of any loss, damage, penalties, legal actions, or claims incurred as a result of breaching this Agreement.

1. **GOVERNING JURISDICTION**

This Agreement is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the State of Florida, excluding conflict of law principles that would cause the application of laws of another jurisdiction.

1. **BINDING EFFECT**

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

1. **AMENDMENT**

Any amendments to this Agreement must be evidenced in writing and signed by both parties.

1. **TERMINATION**

The Author may terminate this Agreement if the Publisher defaults on a term or condition of this Agreement, if the situation remains uncorrected following thirty (30) days written notice to the Publisher alerting it of the default.

The Publisher may terminate this Agreement if the Author defaults on a term or condition of this Agreement, if the situation remains uncorrected following thirty (30) days written notice to the Author alerting him or her of the default.

Subject to other provisions in this Agreement, either party may terminate this Agreement by providing the other party with at least seven days written notice, or the minimum required by law.

Termination or expiration of this Agreement shall not extinguish obligations herein, which, by their nature, are intended to survive this Agreement.

Upon termination by the Author, the Author will immediately provide the Publisher with any and all work in progress or completed prior to the termination date.

Upon termination by the Author, the Publisher has the sole obligation to pay the Author the agreed upon compensation or an equitable amount as determined by Publisher for any partially completed Work in progress.

Upon termination of this Agreement, the Author shall forthwith return to the Publisher all materials and/or tools provided by Publisher under this Agreement and all confidential information the Publisher provided to the Author.

1. **ASSIGNMENT**

The Author shall not assign any rights of this Agreement or amendments without the prior written consent of Publisher.

1. **THE AUTHOR IS AN INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between the Author and the Publisher. The Publisher and Author agree that the Author is, and at all times during this Agreement shall remain, an independent contractor.

1. **FORCE MAJEURE**

Neither Party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that Party’s reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, the date of delivery or time for completion will be extended by a period of time reasonably necessary.

1. **FULL AND FINAL AGREEMENT**

This Agreement comprises the entirety of the terms and conditions of the agreement between the Author and the Publisher. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the Author and the Publisher acknowledge that they have relied upon their own inspection, investigation and judgment in entering into this Agreement.

The Publisher and the Author further warrant that they have the right and power to enter into the Agreement and that they do not have conflicting agreements with any other party.

Signed at (city, state/province/territory, country) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_

 (month) (year)

**Author:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature) the “Author”

**Publisher:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name (Editor)

X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on Behalf Orato World Media