

NZ-IPipp43

Copywriting contract: article, book, manual

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Schedule: Specification of Work on the Project

This agreement is dated [date]

and made between:

ABC Limited, a company incorporated in New Zealand

[under company registration number []]

whose registered office is at [full address], (“ ”)

and

William Shakespeare, whose private address is: [], (“ ”)

It is now agreed as follows:

1. Definitions

“Confidential Information” means all information about ABC Client, including any information which may give a commercially competitive advantage to

. :

Information about staff, their performance and

,

Information about the Intellectual Property, know-how and all aspects

;

Information created or arising from this agreement;

Information, comment or implication published on

.

"Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, know-

,

“New Copyright”	<p>means copyright in any work which is:</p> <p>Written, discovered or arising from a Project or from the activity</p> <p>;</p> <p>Including not only new developments but also improvements to and</p> <p>;</p> <p>Whether or not created by Shakespeare;</p> <p>Whether after specific consideration or by accident;</p>
“Project”	<p>means a [set of ten sonnets in glorification of ABC] to be written by Shakespeare</p>
“Work”	<p>means work on a Project, done from time to</p>

2. Interpretation

In this agreement:

- 2.1. a reference to one gender shall include any or
- 2.2. a reference to a person includes a ,
- 2.3. in connection with any benefit given by ,
- 2.4. a reference to a person includes reference to that person's successors, legal representatives,

2.5. a reference to a paragraph or schedule (if any)

2.6. the headings to the paragraphs and schedules ()

2.7. any agreement by any party not to do or

2.8. a reference to the knowledge, information, belief or awareness

2.9. the words “without limitation” shall

2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement

3. Relationship of parties

3.1. Nothing in this agreement shall create a partnership,

3.2. Neither party shall have, nor represent that he

4. Preliminary warranties

Shakespeare confirms that:

4.1. he is not aware of anything within

;

4.2. neither he nor any of his employees, agents or

-

;

4.3. he does not now perform or intend to perform, during the term of this agreement, consulting or other services ,

,

.

,

.

5. Work under this contract

5.1. This is an “umbrella” agreement so that every Project provided by ABC

.

.

5.2. If any variation to this agreement is required in respect of any Project, that

,

.

5.3. Any such variation as mentioned above shall

.

5.4. ABC Client has

.

5.5. Following completion of any Project, ABC Client shall have [\[30\]](#)

.

,

.

5.6. If ABC Client rejects Work, Shakespeare shall, [21]

5.7. Details of the first Project are attached

6. New Copyright

6.1. In completing this ,

6.2. For the purpose of copyright law in any country or jurisdiction,

“ ” “ ” .

6.3. Shakespeare agrees that he will not:

6.3.1 claim nor register any intellectual property right relating to

;

6.3.2 represent that he is the owner of

;

6.3.3 publish any words or take any action whatever, which tend to denigrate , ,

, ;

6.4. For the sake of good order, Shakespeare now assigns to ABC ,

,

, .

6.5. Shakespeare undertakes to do whatever is necessary from time to time

.

.

7. Payment

- 7.1. Within [seven] days of completing a , []].
- 7.2. Each invoice must specify the Project .
- 7.3. Each invoice shall specify the bank name, bank , , , .
- 7.4. No expense or extra cost .
- 7.5. Payment shall be made by ABC Client within [14] .
- 7.6. Within [28] days of receipt of an invoice, ABC Client may , .

8. Security of ABC Client's systems

Shakespeare now agrees that , :

- 8.1. access any information in any medium, in , ;
- 8.2. modify, copy, or ;
- 8.3. download any of ;
- 8.4. collect or use , , ;
- 8.5. collect or use any information .

9. No competition

Shakespeare agrees that:

9.1. he will not within three years of the termination date neither for the itself
nor for any , , ,
,

9.2. he will not within three years of the termination date by any means and
neither for itself nor ,
,

9.3.

10. Confidential Information

10.1. ,
,
,

10.2. ,
,
[] ,
:

10.2.1 ,
, ;

10.2.2 ,
;
;

10.2.3 , ,

[. . . .]

10.2.4

;

10.2.5

(

);

10.2.6

(

)

.

10.3.

-

.

10.4.

-

,

(

)

.

11. Warranties concerning Work by Shakespeare

Shakespeare warrants as follows:

11.1.

;

11.2.

;

11.3.

,

,

.

12. Indemnity by Shakespeare

12.1.

, ;

12.1.1

;

12.1.2 his breach of this agreement;

12.1.3

, ;

12.1.4

.

12.2.

(

)

, (“ ’ ”)

.

13. Taxation

13.1.

.

13.2.

,

.

,

-

.

13.3.

.

14. Termination of this agreement

14.1. This agreement takes effect immediately.

14.2. [28]

14.3.

14.4.

15. Miscellaneous matters

15.1.

15.2.

15.3.

15.4.

15.5.

15.6.

15.7.

It shall be deemed to have been delivered:

;

72

;

- : 24

-

.[

-

]

15.8.

Signed by [personal name] on behalf of [ABC Client] as its representative who personally accepts liability for the proper authorisation by [ABC Client] to enter into this agreement.

Signed by Shakespeare personally

Schedule: Specification of Work on the Project

[

]

Explanatory Notes:

Copywriting contract: article, book, manual

Paragraph Specific Notes:

Notes referring to specific paragraphs

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

The definition relating to the subject matter of the agreement requires particular care on your part. The better you can define it,

As for words chosen - that is for you. We have used "Shakespeare" for the contractor. You can change to some derivation of his/her real

By all means use the search/replace function in your word processor to change them. However, if you do change the defined word, make sure

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.

3. Relationship of parties

We have no comment

4. Preliminary warranties

These warranties set the scene

5. Work under this contract

Sets up the “umbrella”

6. New Copyright

New Copyright is a defined term. This is a most important provision, particularly if you are dealing with a contractor based abroad. International law on who owns newly created intellectual property is complicate and muddled. Copyright law in most jurisdictions assumes

7. Payment

This is a suitable system. We have no

8. Security of ABC Client’s systems

Tough provisions to protect your organisation.

9. No competition

Basic provisions to prevent competition (similar to what).

10. Confidential Information

A full provision to cover this important subject.

11. Warranties concerning Work by Shakespeare

This is a

12. Indemnity by Shakespeare

This paragraph is cleverly worded to protect all your people as individuals

13. Taxation

A basis of taxation can change at the whim of a government.

14. Termination of this agreement

Termination of the agreement is not the same as

15. Miscellaneous matters

A number of special points. We have identified each of these as

End of notes