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**Author’s Copyright Agreement – Commissioned Work**

| **Item** | **Definition** | |
| --- | --- | --- |
| **Author’s full name:** | …………………………………………………………………………… | |
| **Author’s address:** | …………………………………………………………………………..  ………………………………………………………………………….. | |
| *If this agreement covers more than one Author the above details must be set out in Schedule 2 in respect of all Authors.* | | |
| **Date of Agreement:** | …………………………………………………………………………… | |
| **Publication** (title)**:** | …………………………………………………………………………… | |
| **Contribution:**  (as attached at Schedule 1)  *Where there is more than one Author set out further details of each author’s individual Contribution in Schedule 2* | ………………………………………………………………... | |
| **Fee (if any)** | £ | |
| **Date for delivery of Contribution to APM:** |  | |
| **Third Party Rights included?** (i.e. has the author incorporated another person’s work?) | 🞎 None  🞎 As set out in Appendix | |
| Signed:…………………………………………….  Name:…………………………………………….  **for & on behalf of APM** | | Signed:………………………………………………  **Author** *Multiple Author signatures should be recorded in Schedule 2* |

1. Agreed terms
   1. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
   2. Any words following the terms **including**, **include**, **in** **particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2. Commission
   1. APM wishes to produce the Publication and by this Agreement appoints the Author to create and deliver the Contribution in consideration for the Fee.
   2. The Author shall deliver the Contribution by the date specified in this Agreement.
   3. Following delivery APM shall review the Contribution and may:
      1. request that the Author make amendments to the Contribution;
      2. decline to publish the Contribution;
      3. accept the Contribution for publication, but shall not be obliged to publish it.
3. Assignment of copyright
   1. In consideration of the sum of £1, receipt of which is acknowledged by the Author, the Author hereby assigns to APM absolutely, so far as such rights are owned by the Author, the entire copyright and where the Contribution is not yet created the future copyright and all other rights in the nature of copyright subsisting or that will subsist, in the Contribution, and any amendments or updates to the Contribution, in the World;
   2. This assignment is for the whole term of copyright including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of this Agreement;
   3. Save where the Author expressly declares on the front of this Agreement that Third Party Rights exist in the Contribution, this assignment is made with full title guarantee.
4. Author’s obligations
   1. The Author shall notify APM in writing on the front of this Agreement of the existence of any third party rights in the Contribution and shall set out details of such rights in the Appendix to this Agreement.
   2. The Author shall, as a minimum, obtain from all third parties notified to APM in accordance with clause 4.1, consent for APM to publish such Third Party Rights in the Contribution in all formats of the Publication (or otherwise as anticipated by this Agreement) and shall use all reasonable endeavours to procure that such consents are provided in writing, or in the absence of such written consent recorded by the Author in writing, and included in the Appendix to this Agreement.
   3. The Author acknowledges that, as a result of the assignment in clause 3 above, he may not reproduce, or sell or licence for reproduction, the Contribution or a substantial part of the Contribution on his own account or on behalf of, or through, any other person but he shall not be prevented from using his underlying know-how to produce future works.
5. Apm’s obligations

APM shall use its reasonable endeavours to publish the Contribution in the Publication or otherwise as originally envisaged by this Agreement but shall not be obliged to do so.

1. Warranties
   1. The Author warrants that, as at the date of this Agreement, and subject to any Third Party Rights notified pursuant to clause 4.2 above:
      1. the Author has not assigned or licensed any of the rights assigned to APM under this Agreement unless disclosed to APM in advance;
      2. the rights assigned by this Agreement are free from any security interest, option, mortgage, charge or lien;
      3. the Author is not aware of any infringement, or likely infringement of, any of the rights assigned by this Agreement;
      4. so far as he is aware, the exploitation of the rights assigned by this Agreement will not infringe the rights of any third party; and
      5. the Contribution contains nothing that is defamatory or indecent or otherwise likely to bring the APM into disrepute.
2. Indemnity

The Author shall indemnify and hold APM harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that APM suffers or incurs as a result of, or in connection with, any breach by the Author of the warranties in clause 5 above. At the request of APM and at the Author's own expense, it shall provide all reasonable assistance to enable APM to resist any claim, action or proceedings brought against APM as a consequence of such breach.

1. Moral rights
   1. The Author expressly reserves and asserts his right to be identified as the author of the Contribution, such right arising under section 77 of the Copyright, Designs and Patents Act 1988 (**Right to Paternity**), and expressly reserves all his other moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the World.
   2. The Author agrees that his Right to Paternity will be adequately satisfied provided that APM uses its reasonable endeavours to publish the Author’s name on or in relation to the Contribution and in the case of hard copy publications, if APM, acting reasonably, sees fit, the credit may be published online via the APM website only.
2. Further assurance

The Author shall, at APM's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the APM requests to vest in the APM the full benefit of the right, title and interest assigned to the APM under this Agreement, including assisting APM with any proceedings which may be brought by or against the APM against or by any third party relating to the rights assigned by this Agreement.

1. Protection of copyright
   1. The Author shall immediately notify APM in writing giving full particulars if any of the following matters come to his attention:
      1. any actual, suspected or threatened infringement of copyright in the Contribution;
      2. any claim made or threatened that the Contribution infringes the rights of any third party; or
      3. any other form of attack, charge or claim to which the Contribution may be subject.
   2. In respect of any of the matters listed in clause 10.1:
      1. APM shall, at its absolute discretion, decide what action to take, if any;
      2. APM shall have exclusive control over, and conduct of, all claims and proceedings;
      3. the Author shall not make any admissions other than to APM and shall provide APM with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
      4. APM shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.
   3. The provisions of sections 101 and 101A of the Copyright, Designs and Patents Act 1988 (or equivalent legislation in any jurisdiction) are expressly excluded.
2. Duration and termination

This Agreement shall come into force on the Effective Date and shall remain in force until the expiry of the term of copyright protection in the Contribution.

1. Changes to structure of apm

All rights assigned under this Agreement shall transfer to any charitable, chartered successor of APM with the same or similar objects which organisation shall stand in relation to this Agreement as APM and shall assume all benefits and burdens of this Agreement.

1. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

1. Entire agreement
   1. This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
   2. Each party acknowledges that, in entering into this Agreement, it has 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.
   3. Nothing in this clause shall limit or exclude any liability for fraud.
2. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1. Severance
   1. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
   2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
2. Third party rights

Save for any successor organisation to APM as referred to in clause 12 above, no person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

1. Governing law and jurisdiction
   1. 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.
   2. 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).
2. The Contribution
3. Multiple Author Details

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| --- | --- | --- | --- |
| **Name** | **Address** | **Individual Contribution**  (e.g. chapter name) | **Signature** |
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Appendix

Part A

Third Parties with rights to or in the Contribution

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| **Name** | **Element of Contribution** (Please provide a short explanation to assist in identifying the third party work. Continue on a separate sheet if required and insert here) |
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Part B

Written Consents from Part A Third Parties

(please attach any copies here)

Model Third Party consent

I……………………………….consent to the use of my attached work (the Work) as part of a work authored by*…[insert APM Author name]*..(the Contribution). I acknowledge that the Contribution may be published by the Association for Project Management across a range of formats both traditional and digital.

I confirm that I am authorised to give this permission.

*[Third Party Signature]*…………………………………..Part C

Other Consents from Part A Third Parties

(Continue on a separate sheet if required and insert here)

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| --- | --- | --- | --- |
| **Name** | **Element of Contribution** | **Date of Permission** | **Permitted Usage** |
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