



AGREEMENT FOR “OLD ROOTS, NEW SHOOTS” BOOK
IWA’s sixth anthology

BETWEEN

**IWA Immigrant Writers Association • AEI Association des écrivains
immigrants**

Not-for-profit Corporation Number: 1082080-6
(Referred to as “IWA”)

AND

(Name) (Referred to as “Co-author”)

1. PURPOSE.

IWA and Co-author have agreed to enter in a collaboration for writing and publishing the book with the working title “*Old Roots, New Shoots*”, hereinafter referred to as the “Work”. This agreement describes their understanding and commitments to this collaborative effort.

2. DEFINITIONS.

2.1. Work: Work is referred to the project of writing and publishing the book with the working title “*Old Roots, New Shoots*.”

2.2. Co-author: In this agreement, Co-author is referred to as an IWA Class A member who is interested in writing a chapter for this Work and signs the present agreement. A Class B member could sign the present agreement if he/she/they plans to upgrade the membership to Class A within a month from the agreement’s signing date. After that date, this agreement will no longer be valid if the member did not upgrade to Class A membership.

2.3. Life of the Work: Life of the Work refers, in this agreement, to the period starting from the time this agreement is signed until the Work (book) is out of publication.

3. SCOPE.

3.1 Co-author, along with the other Co-authors of the Work, shall collaborate under the authority of IWA.

3.2. The details of the Work are as follows:

3.2.1. Each chapter of the book shall be written by a different Co-author.

3.2.2. Each chapter shall have between 2000 and 4000 words in length, and shall be written in the writing style/genre chosen by the Co-author. Exception: word count does not apply to poetry work, which can be up to 15 pages.

3.2.3. The chapter's content shall reflect the Co-author's point of view on what the term "***Old Roots, New Shoots***" means to him/her/them as a Canadian Immigrant. The text can be in either **English** or **French**.

3.2.4. The book cover shall list all the Co-authors as book's authors and IWA as publisher.

3.2.5. IWA shall publish the book in print and electronic formats.

4. RESPONSIBILITIES

4.1 Co-author responsibilities

4.1.1. Co-author shall send the chapter to IWA within a month from the signature of this agreement.

4.1.2. Co-author accepts to work collaboratively with the editing service provider(s) chosen by IWA to ensure high-quality and consistent editing for the whole book. If the co-author would like to use a different editor, he/she/they should let IWA know upon sending the chapter; also, the co-author should share with IWA the editor's coordinates (name, contact information, website) and credentials so IWA can make an informed decision whether or not to accept the suggested editor.

4.1.3. Co-author shall pay the editing fee corresponding to his/her/their chapter's content.

4.1.4. For the first year after the Work is published, the Co-author shall be present at least one time when IWA showcases the Work at an in-person event (if the co-author lives within 50 km from the event venue).

4.2. IWA Responsibilities

4.2.1. IWA reserves the right to approve, reject, or modify the chapters' content. If IWA suggests modifications, the co-author's approval will be requested.

Due to the limited number of chapters available (15 maximum), and in order to give an opportunity to publish to as many new authors as possible, IWA will prioritize the submissions from immigrant writers (IWA members) who contributed to one or none of its previous anthologies (*Building Bridges, Grow Together, Moving Forward, Reborn With*

Memories).

4.2.2. IWA will notify the co-authors about the submission process's deadline. If not enough submissions are received by the due date—or the chapters do not correspond to IWA's guidelines—IWA reserves the right to reopen the submission process and set a new deadline.

4.2.3. The editing services required for the Work's chapters will be assigned to the editor(s) chosen by IWA, for consistency within the same genre. Chapters of different styles or languages might require different editing service providers. IWA shall pay for proofreading and formatting of the whole book, after all chapters are edited.

4.2.4. IWA shall publish the book in print and electronic formats on the platforms it considers appropriate for the Work.

4.2.5. IWA shall be the exclusive agent or representation of the Work for the purpose of sale or other disposition of the Work, or any rights therein until IWA ceases to represent the Work for any reason.

4.2.6. For convenience and expediency, IWA's President or the assigned Work's Project Manager shall be the spokesperson and point of contact in matters regarding the Work and the publication process.

5. TERMS AND CONDITIONS.

5.1. The terms of this agreement shall be in effect continuously for the Life of the Work.

5.2. This agreement is for a one time collaboration only and does not cover any sequels to the Work, which shall be subject to a new agreement.

5.3. The Co-author keeps the copyright of his/her/their chapter and agrees to license for free the nonexclusive rights for the content of his/her/their chapter to IWA for the Life of the Work.

5.4. It is expressly understood that the parties (IWA and Co-author) do not intend to form a partnership company, nor shall this agreement be construed to constitute the creation of such a business entity.

5.5. The authorship of the Work shall appear on the Work, and on any other material, including, but not limited to, advertising, in an equal font size.

5.6. The Co-Author hereto warrants and represents to IWA that any material written or provided by him/her/them in connection with the Work is not in any way a violation of a copyright or common law or right of privacy and that it contains nothing of a libellous or illegal character.

5.7. Each Party agrees to indemnify and hold the other harmless against any loss or damage arising out of a breach of any of the foregoing warranties and representations described in this clause, or if such losses or damages are caused by a Force Majeure Event.

5.8. This Agreement shall not be assigned or modified by either party without the prior written consent of the other. Any of the terms and conditions of this Agreement may be modified by a written amendment signed by both Parties.

6. EXPENSES AND COSTS.

6.1. The payment for editing services corresponding to the Co-author's chapter will be the responsibility of the Co-author.

6.2. The payment for book proofreading, interior formatting, and book cover design will be the responsibility of IWA.

6.3. Expenses of any amount for which the Parties are mutually responsible (besides those specified at Sections 6.1 and 6.2) shall be incurred only with prior written mutual consent.

7. PROFITS AND PROCEEDS.

7.1. The Co-author agrees to donate to IWA the royalties corresponding to his/her/their chapter from the Work for the duration of the Life of the Work.

7.2. All the proceeds and other considerations which may become payable with respect to said Agreement and from the sale or other disposition of any and all rights in and to the Work now or which may hereafter come into existence shall go to IWA.

8. COMMUNICATION BETWEEN THE PARTIES.

8.1. Each Party shall keep the other Party informed in a reasonable and timely manner in matters and required mutual decisions regarding the Work.

8.2. Each Party shall respond to communications from the other Party regarding the Work and from others having an interest in the Work in a reasonable and timely manner so as not to harm or unreasonably delay the creation, sale, or other disposition of the Work.

8.3. Each Party shall endeavor to keep the other informed of any change of contact information regarding this Agreement, but failure to do so in a timely manner shall not affect the terms of this Agreement.

9. TERMINATION OF THIS AGREEMENT.

9.1. Each participating party retains the right to withdraw from the collaboration prior to completion of the Work upon giving the other participating party at least 30-days notice of its decision to withdraw.

9.2. The withdrawal of any party from the collaboration shall result in termination of this collaboration agreement.

9.3. The agreement may be terminated in the event that a party commits a material breach of its obligations, and the breach is not remedied within 30 days of receipt of written notice of the breach.

SIGNATURE

This document, including any attachments and signed amendments, is the entire agreement between the Parties. **Please initial all pages and sign below.**

This agreement was unanimously adopted by IWA and Co-author on _____ (date).

The signatures of the Co-author and IWA (represented by its President or assigned Project Manager) represent their full commitment to participate in the collaboration and fully implement all elements in this agreement.

Co-author:

ACCEPTED AND AGREED this _____ day of _____, 20_____

(Printed Name) (Signature)

Pen Name (if applicable): _____

Address:

Email: _____ Website: _____

Brief Bio:

IWA Representative:

ACCEPTED AND AGREED this _____ day of _____, 20_____.

(Printed Name, Role) (Signature)

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