

**Ocean Wise Shoreline Cleanup  
Content Agreement (For individuals submitting photographs/stories)**

**Name of Registered Site Coordinator:** \_\_\_\_\_

**Name of Registered Cleanup Location:** \_\_\_\_\_

This agreement is made by and between Ocean Wise Conservation Association ("Ocean Wise") and you, the creator of work to be submitted ("You"). This contract will be deemed to be dated as of the date of receipt of your agreement by Ocean Wise, whether electronically or by facsimile, post or any other means.

In consideration of the promises and mutual agreements and covenants contained in this agreement, you and Ocean Wise agree as follows:

**1.0      Grant of Rights**

1.1      You, as the creator of the literary/photographic/other work described in the Submission Form submitted to Ocean Wise by You (the "Work") hereby grant to Ocean Wise during the full term of copyright and all renewals thereof:

- a.      a non-exclusive right to reproduce and publish the Work in tangible printed text form, audio-visual form including filmstrips, sound and/or visual recordings on any medium, including but not limited to compact discs, optical discs or tapes, on computer or on-line services, in any multi-media format and in any other digital or electronic form now known or hereafter invented, and to distribute copies of the Work to the public though-out the World herein called the "Territory".
- b.      full right to license the Work to others, for publication in any form whatsoever, on a non-exclusive basis, through-out the Territory.
- c.      full right to reproduce the Work in any form whatsoever and to distribute copies to the public by sale, on an exclusive and non-exclusive basis through-out the Territory.

1.2      Because you are giving Ocean Wise a non-exclusive right to deal with the Work, Ocean Wise will not be responsible for monitoring or defending against unauthorized dealings with the Work by others. It is your responsibility to ensure that no one who does not have permission from you to use or reproduce the Work does so.

**2.0      Registration, Publication and Editing**

2.1      Ocean Wise may, at its sole option, but shall not be required to, register the copyright in the Work in your name in Canada and such other countries in the Territory as Ocean Wise may deem necessary and where such registration may be required or possible, and in such event, you agree to do such acts, execute such documents, and furnish such other documents or authorizations as Ocean Wise my reasonably require in order to carry out the provisions of this paragraph.

2.2      Ocean Wise will reserve the right to publish or to not publish any Work submitted to it, and to retain all Works submitted for later publication, without further notice to you. If, before Ocean Wise publishes the work, you grant to another party the exclusive right to publish the Work, you must notify Ocean Wise immediately, and in that case Ocean Wise will not publish the Work. In the absence of such notice to Ocean Wise, we will continue to assume that Ocean Wise has the right to publish, and you agree to compensate Ocean Wise fully for any damages suffered as a result of your failure to notify Ocean Wise in a timely manner that you have granted exclusive rights to another party.

2.3      Ocean Wise may crop photographs, edit or shorten text, or use excepts from the Work so that the Work will fit the format in which it is to be published.

**3.0      Your Warranty**

3.1      In granting the above rights to Ocean Wise, you hereby confirm that the Work is your original Work, that you are the sole creator of the Work, and in it does not infringe on the copyright or proprietary right of any other party.

3.2      You confirm that you have not granted to any other party the exclusive right to deal with the Work in the manner set out above in paragraph 1, and you agree to indemnify Ocean Wise for any damages it may suffer should any other party claim to have an exclusive right in the Work.

3.3      You represent and warrant to Ocean Wise that, to the best of your knowledge:

- (a) the work is not libellous, obscene or in violation of any rights of privacy; and
- (b) any advice or instruction contained in the Work is safe, sound and not injurious to any user; and
- (c) you have obtained written or verbal permission from each and every identifiable individual whose image is contained in any photograph, digital image, film or video contained in the Work, that Ocean Wise has the right to broadcast, exhibit, market, sell, and otherwise exploit and distribute the Work.

3.4      You will indemnify and hold harmless Ocean Wise from any and all liability, expenses or damages arising out of the contents of the Work, including, without limitation, accusations of plagiarism, copyright infringement, privacy infringement or the publication of unlawful matter. This indemnity will include the costs of legal counsel retained by Ocean Wise to

defend itself, whether or not the claim is fully sustained. Ocean Wise agrees to notify you promptly if Ocean Wise receives such claim, and you agree to fully cooperate with Ocean Wise in defending against such a claim.

**4.0 Jurisdiction and Applicable Law**

4.1 You agree that the laws of the Province of British Columbia and of Canada will apply to this agreement, and that the courts of the Province of British Columbia will have jurisdiction to over any claim made by either of us against the other for any reason.

**5.0 Assignment**

5.1 Neither Ocean Wise or you will assign our rights under this agreement to another party without the express consent of the other party to this agreement, such consent not to be unreasonably withheld.

5.2 This agreement will be binding on your heirs, executors, administrators and permitted assignees, and upon the successors and legal assignees of Ocean Wise.

**6.0 Privacy**

6.1 The personal information which Ocean Wise requires from you will not be disclosed to any other party, except in case of defending a law-suit arising out of this contract or the Work. In particular, Ocean Wise will not use the material you send for commercial purposes, nor will we use your personal information for marketing or fundraising purposes.

6.2 Ocean Wise reserves the right to retain your personal information, including but not limited to, your name, e-mail address and any other contact information you choose to give us, so that Ocean Wise may:

- (a) credit you as the creator or writer of the Work;
- (b) contact you for further information regarding the Work; or
- (c) contact you for comment in your area(s) of expertise should future marine-related events occur upon which your comment may be of value.

**7.0 Entire Agreement**

7.1 This agreement is the only agreement between us, and it contains our entire agreement.

**8.0 No Agency**

8.1 You agree that this agreement does not make you an agent, servant or employee of Ocean Wise, and that you may not enter into agreements, incur any obligations or make any promises, commitments or arrangements on our behalf to or with any third party, nor may you represent yourself to anyone to be an agent, joint venturer, partner or employee of Ocean Wise.

**9.0 Modification of Agreement**

9.1 This agreement shall not be modified except in writing, signed by you and by Ocean Wise.

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Name

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Signature

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Date