

**COLLABORATION AGREEMENT**  
**SERIES**

This collaboration agreement dated \_\_\_\_\_, is between \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (hereinafter individually referred to as “Author” or “Authors”) for the \_\_\_\_\_ series of novellas to be published individually and as part of an anthology bundle in 2018.

1. The above mentioned Authors agree that the development of the concepts, characters, settings, events, character names, and any other intellectual property forming part of the series entitled \_\_\_\_\_ (hereinafter “mutually developed material”) is a work of joint authorship by all four (4) Authors with equal input and any resulting copyright in the mutually developed material is held jointly by all four (4) Authors. Each Author shall be able to freely use and/or modify said mutually developed material, or any part thereof, in her individual Work(s) in the series and for the purpose of exercising any of the rights granted without compensating the other Authors.
  - a. However, if an individual Author wishes to publish a Work deriving from the mutually developed material outside of a series with the remaining Authors, permission in writing must be granted by the remaining Authors. This right shall be independent of any individual Author’s participation in the \_\_\_\_\_ project and shall survive the death of any Author.
2. Copyright in any Work in the \_\_\_\_\_ series shall be held individually by the particular Author of that Work.
  - a. If the Work(s) are bundled for sale as a collection, the individual copyright in each Author’s work shall not be transferred or considered mutually held.
  - b. If a work is designed to be the product of joint authorship by several Authors and is executed as such, it shall be considered to be mutually developed material as described in paragraph 1 above. In such a case, copyright and revenue shall be equally shared.
3. If an Author finds she is unable to complete a Work in the series under this Collaboration Agreement ninety (90) days before its publication date, she must notify the remaining Authors in writing. They may subsequently seek remedy without liability, including the following:
  - a. Remove that Work from the series covered by this Agreement.
  - b. Invite another author to write a new Work under the same terms.
  - c. If a partially completed draft exists, the remaining Authors may complete the Work as they see fit. If (c) is agreed to, copyright in the Work remains the property of the original Author with acknowledgement but without compensation to the other Authors.

4. This Collaboration Agreement shall be in force for the term of the copyright of the mutually developed material, namely 70 years following the death of the Author.
5. This agreement represents the entire agreement between the parties hereto, and there are no oral promises, agreements, or representations not set forth herein. This Collaboration Agreement may be modified and altered only by a written agreement signed by the parties.
6. The terms and conditions of this Collaboration Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto upon the death of an individual Author.
7. This Collaboration Agreement shall be interpreted and construed in accordance with the laws of the Province of British Columbia applicable to agreements to be performed therein and Victoria shall be the venue for any disputes hereunder.
8. In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
  - a. The parties must initially attempt to resolve the dispute through collaborative negotiation;
  - b. If the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties must then attempt to resolve the dispute through mediation conducted by an accredited mediator acceptable to all parties; and
  - c. If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the Arbitration Act.
9. Unless the parties otherwise agree in writing, an arbitration or mediation under paragraph 8 will be held in Victoria, British Columbia.
  - a. Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 8 other than those costs relating to the production of expert evidence or representation by counsel.
10. Each Author shall retain her own agent, if applicable, and abide by the agreement between them.

Agreed to and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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