#### JIPE (Journal of Innovation in Polytechnic Education) Contributor Agreement

The following is an agreement between <Corresponding Author> acting on behalf of all authors of the work (“Authors”) and JIPE: Journal of Innovation in Polytechnic Education (the “Journal”). This Agreement shall be effective from <Effective Date>.

1. CORRESPONDING AUTHOR’S GRANT OF RIGHTS

The Corresponding Author grants to the Journal, during the full term of copyright and any extensions or renewals of that term, the following:

1. An irrevocable non-exclusive right to reproduce, republish, transmit, distribute, and otherwise use the Work in electronic editions of Humber Press/the Journal and in derivative works throughout the world, and in all media now known or later developed.
2. An irrevocable non-exclusive right to create and store electronic archival copies of the Work, including the right to deposit the Work in open access digital repositories.
3. An irrevocable non-exclusive right to license others to reproduce, republish, transmit, and distribute the Work under the condition that the Authors are attributed. (Currently this is carried out by publishing the content under a Creative Commons Attribution 4.0 license:<https://creativecommons.org/licenses/by/4.0/.)> Author acknowledges and agrees that the Journal is under no obligation and will not monitor or otherwise be responsible for others’ use of the Work.
4. Copyright in the Work remains with the Authors.
5. CORRESPONDING AUTHOR’S DUTIES
6. The Corresponding Author confirms that the Work is original, has not been published before, and is not under consideration by another journal.
7. When distributing or re-publishing the Work, the Corresponding Author agrees to credit the Journal as the place of first publication.
8. The Corresponding Author agrees to inform the Journal of any changes in contact information.
9. CORRESPONDING AUTHOR’S WARRANTY
10. The Corresponding Author represents and warrants that the Work is the Corresponding Author’s original work and that it does not violate or infringe the law or the rights of any third party and, specifically, that the Work contains no matter that is libelous, obscene, defamatory or that infringes any literary or proprietary rights, intellectual property rights, or any rights of privacy.
11. The Corresponding Author warrants that the Work does not solicit, encourage, or promote the use of illegal substances or activities that are unlawful, threatening, abusive, harassing, invasive of privacy or publicity rights, vulgar, hateful, pornographic or otherwise objectionable, or gives rise to civil or criminal liability or otherwise violates any local, provincial or federal laws.
12. The Corresponding Author also warrants that he or she has the full power to make this Agreement, and if the Work was prepared jointly, the Corresponding Author agrees to inform the Authors of the terms of this Agreement and to obtain their written permission to sign on their behalf. The Corresponding Author agrees to hold the Journal harmless from any breach of the aforestated representations.
13. The Corresponding Author warrants that each underlying work of copyright has been identified and the Corresponding Author has been granted permission from the copyright holder to use the underlying work in the Work. The Corresponding Author acknowledges and agrees that any costs associated with obtaining permission to use an underlying work shall be the sole responsibility of the Corresponding Author.
14. The Corresponding Author acknowledges and agrees that the Journal is under no obligation to determine whether the foregoing warranties and representations are true and correct; and any investigation by or for the Journal or its failure to investigate, is not a defense for the Author in any action based upon a breach of any of the foregoing warranties.
15. JOURNAL’S DUTIES
16. In consideration of the Corresponding Author’s grant of rights, the Journal agrees to publish the Work twelve (12) months of the Effective Date, attributing the Work to the Authors.
17. The Journal shall manage each stage of the production process, including the timeline, format, and published title of the Work. The Corresponding Author agrees to reasonable edits by the Journal to allow the Work to conform to the Journal’s formatting requirements, and to correct spelling, punctuation, and grammar errors.
18. The Journal agrees to notify the Corresponding Author if it decides not to publish the Work within six (6) months of the Effective Date. The Corresponding Author agrees that the Journal is not liable to the Corresponding Author or any other person for any costs, damages, time, or other losses or deemed losses as a result of the Journal not publishing the Work.
19. TERM AND TERMINATION
20. The Agreement commences on the Effective Date set out above.
21. If either party wishes to terminate this Agreement, they may notify the other party in writing. Should Corresponding Author terminate this Agreement, the Journal agrees to remove any repurposed or republished existences of the Work from Humber Press/Journal’s website within twenty (20) business days. Original Work published in the said Journal will not be removed. The Journal will publish a post informing audience that the Corresponding Author has requested that said Work be disregarded. The Journal is not responsible for copies or portions of the Work appearing elsewhere.
22. The following clauses shall survive termination: A, C, F.
23. INDEMNIFICATION

The Corresponding Author shall defend, indemnify and holds harmless the Journal, its subsidiaries, and affiliates, and all of their officers, directors, employees, and agents from and against any and all claims, demands, actions, losses, lawsuits, damages, legal fees and expense, whatsoever arising directly or indirectly under or in connection with the Work.

1. GOVERNING LAW

This Agreement will be governed by, and construed in accordance with, the laws of Ontario and Canada. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and the Federal Court of Canada as applicable.

1. RELATIONSHIP BETWEEN THE PARTIES

The parties are non-exclusive, independent contracting parties, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the parties. Neither party is authorized to make any representation or commitment on the other party’s behalf.

1. INDEPENDENT LEGAL ADVICE

The Corresponding Author acknowledges and agrees that they have had the opportunity to seek independent legal advice in respect of this Agreement, that they have read and understood all of the terms and provisions prior to execution and delivery of same, and that they are executing and delivering this Agreement voluntarily.

1. ENTIRE AGREEMENT

This Agreement reflects the entire understanding of the parties. This agreement may be amended only in writing by an addendum signed by the parties. Amendments are incorporated by reference to this Agreement.

ACCEPTED AND AGREED BY THE CORRESPONDING AUTHOR ON BEHALF OF ALL AUTHORS CONTRIBUTING TO THIS WORK:

Corresponding Author: Author Name here Date: Form submission date

**Contact information:**

Journal Representative

Managing Editor

Humber Press

Office of Research & Innovation   
205 Humber College Blvd.

Toronto, ON M9W 5L7

humberpress@humber.ca

Corresponding Author

Author Name here

Phone number

Email Address

Mailing Address