

JOURNAL LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____,

B E T W E E N:

THINKING ROCK INCORPORATED, incorporated under the laws of Canada and having its registered office at 377 Manning Road, Eganville, ON K0J 1T0

(hereafter referred to as “**Licensor**”)

– and –

(Name of Institution)		

(Name of Primary Contact)		

(Street Address and Suite)		

(City)	(Province/State)	(Postal/Zip Code)

(Fax No.)	(E-Mail Address)	

(hereafter referred to as “**Licensee**”)

WITNESSES THAT:

WHEREAS Licensor is the sole and exclusive publisher of, and has the sole and exclusive right to license or sublicense all of the Intellectual Property Rights (as defined below) in, an educational resource journal titled “*Sustainable Happiness Semester 100 Day Journal For Students*” (the “**Journal**”) written by Sean O’Brien Murray and Dr. Catherine O’Brien;

AND WHEREAS Licensee wishes to license the right to print and distribute copies (the “**Copies**”) of the Journal for the education, well-being, and benefit of its students;

AND WHEREAS Licensor will furnish Licensee with a digital version (the “**Digital Version**”) of the Journal to be used for printing and distribution of the Copies on and subject to the terms hereof;

NOW THEREFORE, in consideration of these premises, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Chart

The chart below contains a summary of selected provisions of this Agreement, each heading of which is a defined term. In the event of any inconsistency between any provision contained in the Chart and any other provision of this Agreement, such other provision will prevail to the extent of the inconsistency.

Copy Fee:	_____	No. of Copies:	_____
Start Date:	_____	License Period:	_____
Payment Date:	_____	Customization Fee:	_____
Currency:	_____	Governing Law:	_____

1.2 Definitions

In this Agreement, in addition to the terms defined in the recitals and the Chart, unless something in the context is inconsistent therewith:

“Chart” – means the Chart set out in section 1.1;

“Certified Paper” – means paper certified by the Forest Stewardship Council® as being responsibly sourced at every step of the supply chain, including those on and subject to the North American list found at <https://us.fsc.org/download-box.671.htm>;

“Intellectual Property Rights” – includes all proprietary and intellectual property rights of every nature and kind whatsoever, regardless of whether or not subject to, or capable of, patent, trademark, copyright, industrial design or other protection, and all technological innovations, know-how, trade secrets, ideas, inventions, discoveries, formulae, algorithms, processes, procedures, words, slogans, logos, designs, drawings, pictures, computer programs, source code, object code, literature (or other works in which any intellectual property rights may now or hereafter subsist) and any recordings, descriptions, illustrations or prototypes thereof;

“License” – has the meaning ascribed thereto in section 2.1;

“License Fee” – has the meaning ascribed thereto in section 2.6; and

“Term” – means a period equal to the License Period beginning on the Start Date.

1.3 Extended Meanings

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) words importing the singular number will include the plural and *vice versa*;
- (b) words importing a gender will include the masculine, feminine and neuter genders;
- (c) words importing persons will include individuals, partnerships, corporations, unincorporated organizations, associations, trusts, trustees, government agencies and any other form of organization or entity whatsoever;
- (d) any general terms followed by specific examples, whether using “includes”, “including” “such as” or other similar terms, will be interpreted broadly according to their full meaning and will not be limited to or by the examples listed; and
- (e) any reference to termination of this Agreement will be deemed to refer to expiration or termination in any way and for any reason whatsoever, including wrongful termination, repudiation and breach.

1.4 Sections and Headings

The division of this Agreement into Articles, sections and paragraphs and the use of headings are for convenience of reference only and will not affect the construction or interpretation hereof. The terms “this Agreement”, “hereof”, “hereto”, “hereunder” and similar expressions refer to this Agreement in its entirety, including any recitals, schedules and other attachments hereto, and not to any particular Article, section, paragraph or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Article, section and paragraph numbers are to Articles, sections and paragraphs of this Agreement.

1.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties hereto with respect to the subject matter hereof except as expressly set forth herein.

1.6 Currency

Unless otherwise specified, any references herein to currency will be deemed to refer to, and any payments required to be made hereunder will be made in, the Currency.

1.7 Governing Law

This Agreement, and all matters arising out of or relating to this Agreement, will be governed by and construed in accordance with the Governing Law.

ARTICLE 2 – LICENSE TERMS

2.1 Grant of License

On and subject to the terms hereof, Licensor hereby grants to Licensee, and Licensee hereby accepts, the right and license (the “**License**”) to use the Digital Version for the purposes of printing and distributing Copies to students of Licensee.

2.2 Digital Version

The Digital Version shall be in such format as Licensor may reasonably determine from time to time as is best for preserving the integrity of the Journal when printing, provided that such format does not require any unusually specialized software on the part of Licensee.

2.3 Restrictions on License

At all times during the Term and after the termination of this Agreement, without the express prior consent of Licensor, Licensee shall not, and shall not authorize any other person to:

- (a) print more than the agreed No. of Copies;
- (b) alter the Digital Version or its intended output in any way;
- (c) assign or sublicense any rights to the Digital Version or share the Digital Version with any other person, including its students; and
- (d) use the Digital Version for any other purpose.

2.4 Printing of the Journal

Licensee agrees that the Copies will only be printed on Certified Paper and in accordance with such other reasonable printing instructions as may be provided by Licensor.

2.5 Ownership of the Journal

Licensee acknowledges that Licensor is the sole and exclusive owner or licensee of all of the Intellectual Property Rights pertaining to the Journal and the Digital Version. This Agreement shall not be deemed to

create any ownership right, title or interest in or to the Journal or, except as expressly provided herein, the Digital Version in favour of Licensee or any other person.

2.6 License Fee

In consideration of the License, Licensee agrees to pay to Licensor an aggregate fee (the “**License Fee**”) in an amount equal to the product of the Copy Fee and the No. of Copies on or prior to the Payment Date. The License Fee will be fully earned and non-refundable once Licensor has provided the Digital Version to Licensee.

2.7 Customization and Fee

In consideration of Licensee agreeing to pay the Customization Fee to Licensor with the License Fee, Licensor will customize the Digital Version by including such of the following as Licensee may request by notice to Licensor within 10 days of the date hereof:

- (a) Licensee’s name;
- (b) Licensee’s logo;
- (c) a brief message from the Licensee;
- (d) a land acknowledgement; and
- (e) a list of support line services that are applicable to Licensee’s location.

2.8 Charging Students

Without Licensor’s prior written consent, Licensee shall not charge its students, for the Copies, more than Licensee’s costs of providing the Copies to the students.

2.9 Term

The License shall expire at the end of the Term whether or not Licensee has printed the No. of Copies.

2.10 Termination

Licensor shall have the right to forthwith terminate the License upon notice to Licensee if Licensee breaches any of its obligations hereunder and fails to remedy such breach within 10 days of such notice.

2.11 Effect of Termination

Upon termination of this Agreement for any reason whatsoever, Licensee shall immediately cease all use of the Digital Version and, at Licensor’s request, Licensee will remove the Digital Version from all of its systems and certify such removal.

2.12 Increase and/or Extension

If Licensor agrees to increase the No. of Copies and/or to extend the Term, all of the other provisions hereof shall continue to apply.

ARTICLE 3 – GENERAL

3.1 Amendments and Waivers

No amendment or waiver of any provision of this Agreement will be valid or binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement will constitute a

waiver of any other provision hereof nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

3.2 No Assignment

Neither party shall assign this Agreement, nor any of the rights or benefits hereunder, to any other person without the express prior consent of the other.

3.3 Enurement

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

3.4 Notices

Any demand, notice, consent, waiver or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, by courier, by facsimile transmission, by electronic mail or by registered mail addressed to the recipient at the address shown on the first page hereof or to such other address or person as may be designated by notice by either party to the other. Any such communication so given will be conclusively deemed to have been given only when it is actually delivered by one of the methods aforesaid.

3.5 Electronic Transmission

The parties hereto agree that this Agreement, and any other documents required to be executed in connection herewith, may be transmitted electronically, by facsimile, e-mail or such similar device, and that the reproduction of signatures by any such device will be treated as binding as if originals and each of the parties hereto undertakes to provide each other with a copy of this Agreement, or such other documents, bearing original signatures forthwith on demand.

3.6 Counterparts

This Agreement and any other documents required to be executed in connection herewith may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

THINKING ROCK INCORPORATED

(Name of Institution)

Per: _____ c/s
Name: Title:

Per: _____ c/s
Name: Title:

