



PUBLICATION AGREEMENT

Publication: *Proven: Beyond the Process*

Author (name): _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

Proven Publications, LLC is pleased to consider publication of Author's contribution to *Proven: Beyond the Process*, on the subject of:

(hereafter, the Work).

License Grant: As a condition of publication and for no monetary compensation, the author (and co-author, if applicable) (hereafter, Author) hereby grants to Proven Publications the following royalty-free rights and license to the Work: (A) the exclusive right of first publication of the Work worldwide in *Proven: Beyond the Process*; (B) for a period of _____ (_____) years following the date hereof, the exclusive worldwide right (and thereafter the perpetual nonexclusive worldwide right) to reproduce, distribute, perform, and display the Work, and to license or syndicate use of the Work, or any part thereof, in any medium or form of communication, now existing or hereafter developed, to others; and (C) for a period of _____ (_____) years following the date hereof, the exclusive worldwide right (and thereafter the perpetual nonexclusive worldwide right) to use the Work, or any part thereof, in any other publication produced or published by Proven Publications. The grant of rights herein shall include, but not be limited to, the right to adapt or otherwise use the Work, or any portion thereof, alone or in conjunction with other materials in all types of electronic, digital and computer-based media and technologies, now existing or hereafter developed, as well as the storage, retrieval, transmission, display, output, and reproduction of data through any such media and technologies.

Editing and Promotional Rights: Proven Publications shall have the right to edit the Work, provided that the meaning is not materially altered. In addition, Author(s) assign(s) the perpetual nonexclusive worldwide right for the publisher to use the Work to promote and publicize Proven Publications or its publications, including the right to use Author's(s') name and biographical data in such promotions.

Attribution: If published, Author(s) will be identified as the author(s) of the Work.

Joint Authorship: If the Work has been jointly authored with another individual (a co-author), then Author hereby agrees to obtain and furnish co-author's fully executed counterpart of this Agreement. This Agreement as signed by Author and the counterpart as signed by co-author shall be collectively considered one and the same agreement with respect to the rights granted to Proven Publications in respect to the Work. The Author and/or any co-author are hereinafter collectively referred to as Author(s).

If there is a co-author, please provide the following information:

Co-author (name): _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

Warranty: Author(s) warrant(s) that the Work is original; that Author(s) is/are the sole author(s) of the Work; that there is no co-author of the Work except as identified in this Agreement; that Author(s) is/are the sole holder of the copyright for the Work; that Author(s) has/have the full authority to grant the rights in this Agreement; that publication of the Work will not libel anyone or infringe on or invade the rights of others; that Author(s) has/have full power to enter into this Agreement; and that the Work has not been published elsewhere, in whole or in part, or, alternatively, if the Work has been published previously elsewhere, in whole or in part, Author(s) has/have obtained written authorization to publish the Work in Proven Publications and shall deliver such authentic record thereof at the request of Proven Publications. Should the Work contain any material that requires written permission for inclusion in the Work, Author(s) agree(s) to obtain such permission from the copyright owner consistent with this Agreement.

Choice of Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any and all disputes, controversies, lawsuits, or actions resulting from or relating to this Agreement, or the performance or breach thereof, shall be submitted to the exclusive jurisdiction and venue of the courts of the Commonwealth of Virginia, located in Virginia Beach, Virginia. Author(s) irrevocably submit(s) to the jurisdiction of such courts.

If the foregoing terms are satisfactory, please sign and date this Agreement below and return a signed copy to Proven Publications by normal postal channels and/or by electronic transmission via the fax number below or by e-mail at editor@getproven.com. Such mailing and/or electronic transmission of a signed copy of this Agreement shall constitute Author's(s') irrevocable and binding execution and delivery of this Agreement. Author(s) acknowledge(s) that his/her execution and delivery of this Agreement does not obligate Proven Publications to publish the Work.

Author: _____
(Printed Name)

Signature: _____

Co-author: _____
(Printed Name)

Signature: _____

Date: _____