

FREELANCE WRITER AGREEMENT

Freelancer: _____
 Address/Postal Code _____
 E-mail/Phone/Fax: _____
 GST#: _____
 Fee: Fee card (attached hereto and incorporated herein by this reference) subject to change from time-to-time without notice and subject to separate negotiation for non-standard length assignments
 Content: Articles
 Term: Perpetuity
 Media: All media now known or hereafter devised, including without limitation The Gazette and all CanWest Properties (meaning entities that are related and/or associated and/or affiliated to The Gazette including without limitation National Post, FPInfomart, CanWest News Service, all broadcast media owned and/or programmed by CanWest, CanWest newspaper chain, Canada.com ("Base Use") and any and all third party online, digital and optical media ("Electronic Use"), and any and all third party print, broadcast, online, digital and other media and the right to repurpose and/or resell in any media worldwide ("Commercial Use")
 Territory: Worldwide
 Add'l Terms: •[See Revenue Share – Paragraph 4]

1. In consideration of the Fee above-mentioned, Freelancer grants to The Gazette the express, irrevocable and exclusive right to use the Content, for the Term in all Media throughout the Territory. The Gazette shall be entitled to edit, use, modify and publish the Content in any manner and/or form, and Freelancer hereby waives in favour of The Gazette and its assigns, all "moral rights" in and to the Content as such rights may now or hereafter exist whether by legislative enactment or otherwise at law or in equity. Nothing herein shall obligate The Gazette to use or publish the Content in any manner. The rights granted hereunder may be freely assigned or sub-licensed by The Gazette to any third party.
2. Freelancer represents and warrants that he/she will use best efforts to ensure that the Content is wholly original to Freelancer, that Freelancer has the unimpaired right to convey the rights granted herein, and that the Content shall not infringe upon or violate the rights of any third party, whether personal or proprietary, including copyright. Freelancer hereby indemnifies and holds harmless The Gazette from and against any and all damages, or liabilities arising out of a breach by Freelancer of this agreement or any of the foregoing representations and warranties. Freelancer's rights and remedies hereunder shall be limited to the right, if any, to obtain damages at law and Freelancer shall not have any right in such event to terminate, rescind, enjoin or restrain any of the rights granted to The Gazette hereunder. Notwithstanding the foregoing, to the extent that Freelancer has used best efforts as required pursuant to this Paragraph 2, then The Gazette shall defend Freelancer in any defamation action concerning the Content to which Freelancer is named as a party.
3. Freelancer expressly and irrevocably represents, warrants, acknowledges and agrees that: (i) Freelancer's engagement hereunder is on a "flat fee" basis; (ii) that the legal relationship between Freelancer and The Gazette is that of independent contractors; (iii) that Freelancer's Content and services hereunder are not now, and will not become, subject to any union or collective bargaining agreement; and (iv) Freelancer is not an employee of The Gazette. Accordingly, The Gazette shall not be required to make any deductions from the Fee payable to Freelancer hereunder and Freelancer is not restricted from rendering services of any kind to any third party.
4. In addition to the Fee above-mentioned, The Gazette agrees to pay to Freelancer, Fifty Percent (50 %) of the gross receipts received by The Gazette from syndication of the Content in Commercial Use. The Content is "syndicated" in Commercial Use when it is sold by The Gazette to third parties individually, and not pursuant to the Base Use or the Electronic Use in which circumstances no additional compensation is payable.
5. This agreement shall be governed by the laws of, and shall be subject to the jurisdiction of the courts of the Province of Ontario and Canada applicable therein. Either of The Gazette or Freelancer may terminate this agreement on thirty (30) days written notice, provided that The Gazette shall retain all rights in and to all previously provided Content. This is the entire agreement between the parties.

FREELANCER

The Gazette, a division of CANWEST MEDIAWORKS PUBLICATIONS INC. ("CanWest")

By: _____
By: _____