

## Author Agreement

**THIS AGREEMENT** (the “Agreement”) is made as of the last date of signature below (the “Effective Date”) between Ryerson University doing business as Toronto Metropolitan University, of 350 Victoria St., Toronto, Ontario (“Ryerson University doing business as Toronto Metropolitan University”) and XXXXX of XXXXX (the “Author”) with regards to the Author’s original work entitled XXXXX (the “Content”).

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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5. The Author represents and warrants that:
  - i) the Content is the Author’s original work;
  - ii) all individuals who contributed to the creation of the Content are included as an author.
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- iv) the Content contains no defamatory, libelous or unlawful statements, does not infringe upon the rights (including without limitation the copyright, patent or trademark rights) or the privacy of others, or contain material or instructions that might cause harm or injury; and
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  - vi) they have the unencumbered right to grant the license granted herein.
6. The Author shall indemnify, defend, and hold harmless Ryerson University doing business as Toronto Metropolitan University, its officers, governors, employees, agents, and representatives from and against any and all losses, liabilities, damages, liens, charges, claims, demands, payments, suits, actions, recoveries, and judgements (including legal fees and expenses) , as well as against any related damages, losses, liabilities, and expenses incurred by Ryerson University doing business as Toronto Metropolitan University resulting from any third party claims that the Content infringes any copyright, patent, trademark, trade-secret, or other intellectual property rights of a third party, contains any defamatory or unlawful statements, or otherwise results from a breach of any of the foregoing warranties or other provisions of this agreement.
7. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, oral or written. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement and any such invalid or unenforceable provision is deemed to be severable.
8. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
9. This Agreement enures to the benefit of and is binding on the parties hereto and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the Effective Date.

**RYERSON UNIVERSITY DOING BUSINESS AS  
TORONTO METROPOLITAN UNIVERSITY**

**AUTHOR NAME**

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Name:  
Title:  
Date:

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Name:  
Title:  
Date: