

# Publishing Contract

## AGREEMENT

This Agreement (the "Agreement") is made and entered into effective as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ (the "Publisher") and **ASSERT TRAINING SRL**, represented by **MIHAI CATALIN TEODOSIU** (the "Author").

In consideration of the mutual covenants contained herein, the parties agree as follows:

## I. GRANT

The Author hereby grants and assigns to the Publisher the non-exclusive, lifetime right to use, publish and sell the Work below, and all associated materials, quizzes, exercises, and projects (collectively referred to as the "Work"). The Work is comprised of the following course(s):

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This publishing right grants the Publisher the non-exclusive, lifetime right to publish the Work on any website(s) owned and operated by the Publisher. The only restriction to this publishing right is that the Work is not to be made available for free. The Work may be included as a component of a course bundle, training package, or other work, as long as that work has a price associated with it and is not provided free of charge. There are no other restrictions and the Work can be sold at any price (other than free) deemed appropriate by the Publisher.

## II. OWNERSHIP OF THE WORK

The Publisher acknowledges that the Author is the sole and exclusive owner of the Work and the Author retains all rights to the Work, which are not transferred herein. The Author has the exclusive right to license to others the right to publish, produce, copy, make, sublicense or sell the Work without notifying the Publisher.

### **III. TERM AND TERMINATION**

**(a)** This Agreement shall commence as of the Effective Date and shall remain effective for the lifetime of the published Work.

**(b)** In the event that the Publisher sells all of its assets to a third party, or otherwise ceases to exist in its current form, the Author, at its discretion, may immediately terminate this Agreement.

### **IV. REPRESENTATIONS AND WARRANTIES**

The Author represents that she or he is the sole proprietor of the Work and that the Work to the best of her or his knowledge does not contain any libelous matter, does not violate the civil rights of any person or persons and does not infringe any existing copyright. The Author shall hold harmless and indemnify the Publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right; provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder. The Author agrees fully to cooperate in the defense thereof. The warranties contained in this article do not extend to any other material not furnished by the Author.

### **V. DELIVERY**

The Author agrees to deliver to the Publisher, the complete Work, including course videos, documents, quizzes, exercises, projects and other associated materials. If the Work has not been delivered within (60) days after the date of this agreement the Publisher may terminate this agreement by providing written notice to the Author.

### **VI. BRANDING**

The Publisher is granted the right to customize the videos and materials contained within the Work for branding purposes only. Customization for branding purposes does not require further consent from the Author. This customization may include, but is not limited to custom intro/outro video effects, music, company logo(s) and document letterheads.

### **VII. CHANGES AND UPDATES**

The Publisher shall make no other changes in, additions to, or eliminations from the Work without consent of the Author, and must submit a written request to the Author to obtain such consent.

The Author will make available to the Publisher any updated videos, documents, quizzes, exercises, projects, or other associated materials as the Author makes updates to the course per annum.

### **VIII. FEES**

The Publisher agrees to pay ASSERT TRAINING SRL (the “Author”) a flat fee of \_\_\_\_\_ **USD** (the “flat fee”) for granting the publishing and usage rights detailed in this Agreement. There are no other fees, such as royalty fees associated with this Agreement. No additional pay-outs, other than the flat fee, will be made for the publishing and usage rights detailed in this Agreement.

The flat fee will be paid in \_\_\_ installment(s). The first installment of \_\_\_\_\_ **USD** will be paid upon delivery of the Work to the Publisher. The second and final installment of \_\_\_\_\_ **USD** will be paid 15 days after initial receipt of the Work.

The flat fee will be paid via PayPal or bank transfer using the payment information provided in Appendix No. 1 to this agreement.

### **IX. BANKRUPTCY AND INSOLVENCY**

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

### **X. INDEMNIFICATION**

**(a)** The Publisher shall fully indemnify, defend, and hold harmless Author from and against any and all claims, losses, damages, expenses, and liability — other than those for infringement, including without limitation, suits arising from offering, promoting, advertising, sale, or use by Publisher, or any of its authorized sublicenses, of the Work, whether or not such use conforms to standards set by Author, provided that such claim, loss, damage, expense, or liability does not arise from the negligence of Author.

**(b)** The Author has the right, but shall not be obligated, to obtain and maintain federal intellectual property registration of the Work. In the event that the Publisher becomes aware of any claimed

or alleged infringement of the Work by a third party, Publisher shall promptly advise Author in writing of the nature and extent of such infringement or dilution. Author has no obligation to take any action whatsoever in the event that any infringement or dilution occurs with respect to the Work, but Author shall have the sole right to determine whether any action shall be taken.

In the event the Author sues or takes other action, legal, equitable, administrative, or otherwise, to stop an infringement or dilution of the Work, the Publisher shall cooperate fully with the Author. The Publisher has no right to enforce the Work through litigation without prior written authorization of Author. In any legal action arising from use, or ownership rights of the Work, where both Author and Publisher are co-parties, Author retains the right to control the litigation, including any and all settlement negotiations.

#### **XI. ASSIGNMENT**

No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the written consent of the other.

#### **XII. ARBITRATION AND GOVERNING LAW**

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in \_\_\_\_\_ unless otherwise agreed by the parties.

This agreement shall be construed in accordance with the laws of \_\_\_\_\_.

#### **XIII. INDEPENDENT BUSINESS RELATIONSHIP**

The Author and Publisher are independent entities and are not and shall not be construed as joint ventures, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

#### **XIV. NOTICES**

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth below, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

**Author, Company Name:** ASSERT TRAINING SRL  
Represented By: MIHAI CATALIN TEODOSIU  
Address: Bucuresti Sectorul 2, Calea Mosilor, Nr. 158, Biroul 2B, Etaj 2  
Telephone: +40729925879  
Email Address: [mihai@teodosiu.eu](mailto:mihai@teodosiu.eu) / [mihai@pythontutorial.io](mailto:mihai@pythontutorial.io)

**Publisher, Company Name:**

Represented By:  
Address:  
Telephone:  
Email Address:

**XV. MISCELLANEOUS**

**(a)** This Agreement constitutes the entire agreement and understanding of the Author and the Publisher with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.

**(b)** If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.

**(c)** This agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher.

**XVI. ACCEPTANCE**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**Author Signature**

Name: MIHAI CATALIN TEODOSIU  
Title: CEO ASSERT TRAINING SRL

**Publisher Signature**

Name:  
Title: