



Just Teach®

- ✓ Unit Plans
- ✓ Lesson Outlines
- ✓ Worksheets
- ✓ Australian Curriculum Ready

Just Teach®
BN22437964
PO BOX 7119,
Brendale LPO,
QLD, 4500,
Australia.

Just Teach®

Resource Writer Agreement

Contractual, Copyright & Royalty Conditions as a writer of resources for Just Teach®

This agreement covers the following items:

- Interpretation of terms,
- Commencement & Term,
- Use of Intellectual Property,
- Royalty Agreement,
- Resources,
- Termination of Agreement,
- Effect of termination,
- Confidentiality,
- Indemnity,
- Warranties,
- General Conditions,
- Reference Schedule.

Once signed please return a copy of this agreement to Just Teach®, address as shown above.

**CONSULTANCY & SUPPLIER AGREEMENT
FOR JUST TEACH® RESOURCE WRITERS**

THIS AGREEMENT is made on the date specified in Item 1 of the Reference Schedule.

BETWEEN:

**JUST TEACH: (CREATION DEVELOPMENTS AUSTRALIA PTY LTD
ACN 128 868 593 ATF RANGATIRA FAMILY TRUST TRADING AS JUST TEACH.)**

of PO BOX 7119, Brendale LPO, 4500 in the State of Queensland, in the Country of Australia. ("**JUST TEACH**")

AND:

Name: _____
of

Address: _____
 ("**THE WRITER**")

RECITALS

- A. JUST TEACH and its Associates carry on the business of creating teaching resources, collecting teachers' resources, marketing and on selling resources to teachers and those in the educational industry, particularly but not entirely, to comply with the Australian Curriculum.
- B. JUST TEACH and its Associates have developed practices and procedures for creating teaching resources, collecting teachers resources, marketing and on selling resources and is the owner of trade secrets, copyrights, processes, know-how, registered designs or other intellectual property relating to the creation, collecting, marketing and on selling of teacher resources to teachers and educational establishments in Australia and around the world.
- C. JUST TEACH and its Associates have agreed to enter into an agreement with THE WRITER and to make available the Intellectual Property for the business of creating teaching resources, collecting teachers resources, marketing and on selling resources in accordance with the terms and conditions of this Agreement.
- D. JUST TEACH has agreed to engage the services of The WRITER for the purposes of providing teaching resources for JUST TEACH to modify as required and distribute as JUST TEACH requires to carry out the Business outlined above..
- E. THE WRITER has agreed to keep confidential and secure any and all confidential information disclosed to them by JUST TEACH for or in connection with the Purpose.
- F. THE WRITER agrees that upon execution of this Agreement, THE WRITER has committed to the Royalty Agreement as detailed in Item 4 of this agreement and Item 4 and 5 of the Reference Schedule.

NOW THE PARTIES AGREE as follows:

1. Interpretation

1.1 In this agreement the following definitions shall apply:

"Agreement" means this agreement (including the recitals), as it may later be amended or supplemented by the parties in writing.

"Agreement Date" means the date specified in Item 1 of the Reference Schedule.

"Associates" means JUST TEACH or its nominee.

"Australian Dollars", "\$" or "AUD\$" means the lawful currency of Australia.

"Business" means the business of creating teaching resources, collecting teacher's resources, marketing and on selling resources, providing education or training services in the education industry and other industry related matters.

"Confidential Information" means the information (in any form) howsoever relating in any way to the Purpose and disclosed by JUST TEACH to THE WRITER, including but not limited to, technical, market, business or financial information, know-how, methodologies, source and object codes, business and marketing plans, projections, databases, computer programs, algorithms, integrated circuit, circuit layout or semiconductor chip layout or design, arrangements with other entities, client, customer or business information, test results, statistics, client or customer lists, formulae, concepts not reduced to material form, the technical principles, features or functionality of any product, the appearance, ergonomics or user interface for any product, product development, plans, concepts or timescales, designs, plans, drawings, models, any invention or discovery or any provisional or complete or PCT patent application, any unregistered or registered trademarks, applications for trademark registration or similar rights and any registered design, application for design registration or similar rights, forms, templates, processes, manuals, statements, trade secrets, software, data (and copies and extracts made of or from that information and data) concerning the Business, organisation, finances, customers, markets, suppliers, Intellectual Property, dealings, operations and know how of JUST TEACH which is not in the public domain, except by the failure of a party to perform and observe its covenants and Obligations under this agreement and which has been obtained through or by being a member of or otherwise involved with JUST TEACH or the operations or the activities of JUST TEACH and its Associates.

"Copyright" includes all and any copyright which may exist either now or at any time in the future after the date of this Agreement, or vest at law or be conferred by the *Copyright Act 1968 (Cth)*, regardless of whether the copyright is registered or unregistered and includes any Right to use any Copyright owned by a third party.

"Cost Centre" means the subject/ year level that a resource is submitted to and registered within for purposes of tracking the revenue raised from such submissions.

"Designs" means the designs, ideas (if any) owned by or under licence to JUST TEACH or its Associates for use in the Business.

"Future Rights" mean jointly and severally the Intellectual Property rights which exist now or at any time in the future after the Agreement Date.

"GST" means any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of the goods or services and includes GST within the meaning of that abbreviation in the GST Act.

"GST Act" means *A New Tax System (Goods and Services) Tax Act 1999* and includes other GST related legislation and regulations under the legislation, as amended from time to time.

"Intellectual Property" means any intellectual or industrial property and Future Rights, including (without limitation):

- (a) any Copyright, Designs, Trade Secrets or Confidential Information; or
- (b) any licence or other Right to use or to grant the use of any of the above or to be the registered proprietor or user of any of them.

"Irremediable breach" means a breach of an Obligation under this Agreement, which cannot be remedied but does not include a breach in the performance of an Obligation within a time specified in this Agreement unless the Obligation is incapable of being performed after the end of the time specified.

"JUST TEACH" means Creation Developments Australia Pty Ltd ACN 128 868 593 as trustee for Rangatira Family Trust trading as JUST TEACH BN22437964 or its associated companies or nominees.

"Obligation" means any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability.

"Parties" means the entities involved with in this agreement. i.e JUST TEACH and THE WRITER.

"Purpose" means the function of THE WRITER as outlined in 5.1 of this agreement and Item 3 of the Reference Schedule.

"Primary School" means Kindergarten/ Foundation Year to Year 6 inclusive.

"Resource" means material submitted to JUST TEACH for JUST TEACH to use to carry out Business.

"Right" includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action.

"Royalty" means the amount specified in Item 4 of this agreement and Item 4 of the Reference Schedule.

"Royalty Payment Schedule" means the schedule detailing the amount and due date for each payment of the royalty which is specified in Item 4 of the Reference Schedule.

"Secondary School" means Year 7-12 inclusive.

1.2 In the interpretation of this Agreement, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a Government Authority, and other legal entities, and where necessary, includes successor bodies;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) references to signature and signing include due execution of a document by a corporation or other relevant entity;
- (f) references to months mean calendar months;
- (g) references to statutes include statutes amending, consolidating or replacing the statutes referred to, and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (h) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (i) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement;
- (j) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (k) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (l) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and
- (m) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. Commencement and Term

- 2.1 This agreement shall commence on the Agreement Date and continue until either the parties mutually agree to terminate this Agreement, or this Agreement is terminated pursuant to clause 6 of this Agreement.

3. Use of Intellectual Property

- 3.1 JUST TEACH and its Associates hereby grant to THE WRITER a right to use their respective Intellectual Property for submitting and receiving resources. THE WRITER shall retain the right to use the Intellectual Property **PROVIDED THAT** THE WRITER has observed the terms of this Agreement AND THAT the agreement between the parties is still active.
- 3.2 THE WRITER will not use the Intellectual Property for any purpose other than that permitted by JUST TEACH and its Associates under clause 3.1.
- 3.3 Where the Intellectual Property comprises Confidential Information, THE WRITER agrees not, at any time during the term of this Agreement or after its termination or expiration, to disclose such Intellectual Property to any person or corporation without first obtaining the written consent of the Managing Director of JUST TEACH, and THE WRITER will take such steps as may be necessary to ensure that any of its servants or agents do not disclose such Intellectual Property.

4. Royalty Agreement

- 4.1 Royalty Fees shall be 10% of gross income, GST excluded, within the terms in 4.2 PLUS ONE Free Similar Resource for each Resource submitted of THE WRITERS choice from any JUST TEACH Subject Resource pool of the same school level.
- (a) Similar Resource means volume of information & quality.
- a. E.g An English Term Pack for Grade 8 (Secondary School) will enable THE WRITER to choose One (1) Term Pack of any subject from Years 7 – 10 (Secondary School).
- 4.2 Income refers to income derived from the resource pool of which THE WRITER's resource is created and used for. Resource pool is separated by primary & secondary and each subject within each. It does not mean income made by page views, download or file transfer made available through the internet, an extranet, intranet or other network or platform whether accessed over the world wide web or not or advertising organized and paid for by JUST TEACH or sales from other items sold via JUST TEACH carrying out Business.

ie. A Resource for Primary English will result in the royalty for said Resource to be calculated from the gross income of Primary English Resource pool Only.

Royalty = 10% x A/B;

Where A= is the number of Works included in the Compilation; and B is the total number of Works included in the Compilation and compilation is the Resource Pool of said Resource.

- 4.3 JUST TEACH may only change the percentage of income which comprises gross income where there is a change to the products and/ or services such that the proportion contributed by the resource is materially different.
- 4.4 Royalty Fees shall be payable by JUST TEACH to THE WRITER as outlined in Item 4.5. Royalties are not owed to THE WRITER from employees or consultants of JUST TEACH.
- 4.5 JUST TEACH shall pay the Royalty to THE WRITER by making bi annual payments of the Royalty for the amounts and on the dates specified in the Reference Schedule, once the resource has been approved, as contained in Item 5 of the Reference Schedule.
- 4.6 The parties agree that the Royalty is exclusive of any GST.
- 4.7 JUST TEACH gives The WRITER an irrevocable authority to claim any unpaid Royalty payments as defined by Item 4 of the reference schedule.
- 4.8 JUST TEACH will provide THE WRITER a financial report twice a year on the 1st of June and the 1st of December outlining the resource revenue pertaining to the subject cost centres and amount stated in Item 4 of the Reference Schedule.
- 4.9 JUST TEACH will record and retain for a minimum of seven years complete records and accounts relating to the development, reproduction, distribution and sale of Works sufficient to support the calculation of Royalties.

5. Resources

- 5.1 THE WRITER is to provide JUST TEACH.
 - a) Resources that meet the standards outlined in the Resource Writer Guidelines. V1.120524 – The Purpose.
 - b) Resources that meet the standards in future versions of Resource Writer Guideline.
 - c) Resources must be THE WRITERS Own work and cannot constitute materials from another JUST TEACH Resource, whether gifted or bought from JUST TEACH.
- 5.2 THE WRITER may provide JUST TEACH.
 - a) Resources that meet other standards agreed to by JUST TEACH Managing Director.

6. Termination of Agreement

- 6.1 This Agreement may be terminated forthwith by either party by written notice to the other party if the other party commits any breach of any provision of this Agreement and has failed to remedy such breach within thirty (30) days of receipt of written notice requiring it to do so.

6.2 THE WRITER may by notice in writing terminate this Agreement in any of the following circumstances:

- (a) Royalties entitled to THE WRITER is less than \$50 over a four year period. Written notice to JUST TEACH under this clause will require JUST TEACH to assign copyright to all Resources, which it owns of THE WRITERS at the date of receipt and on the date, will terminate without prejudice to any rights either party may have under it. All additional resources created from the original resource will remain the property of JUST TEACH.
- (b) The making or filing of an application to wind up JUST TEACH (otherwise than for the purpose of reconstruction or amalgamation) under any law or government regulation relating to bankruptcy or insolvency;
- (c) JUST TEACH has a liquidator, provisional liquidator, receiver or receiver and manager, official manager, scheme manager or other custodian (either temporary or permanent) appointed to JUST TEACH or Company or over its assets or any of them;
- (d) A creditor enforces any security over any of the assets of JUST TEACH, or JUST TEACH makes any assignment for the benefit of its creditors or makes any composition or arrangement with such creditors or JUST TEACH has any of its property seized under any distress or execution;
- (e) JUST TEACH commits an act of bankruptcy;
- (f) JUST TEACH is unable to pay its debts as and when they fall due, stops, suspends or threatens to stop or suspend payment of all or any of its debts.

6.3 JUST TEACH may by notice in writing terminate this Agreement in any of the following circumstances:

- (a) The making or filing of an application to wind up THE WRITER (otherwise than for the purpose of reconstruction or amalgamation) under any law or government regulation relating to bankruptcy or insolvency;
- (b) THE WRITER has a liquidator, provisional liquidator, receiver or receiver and manager, official manager, scheme manager or other custodian (either temporary or permanent) appointed to THE WRITER;
- (c) In the event of 6.3 (a) or 6.3 (b) occurring, business as outlined and contained in this agreement would be completed in accordance with this agreement by JUST TEACH.

6.4 Any termination of this Agreement pursuant to clauses 6.1, 6.2 or 6.3 shall be without prejudice to the rights of the party terminating to seek and obtain damages for any breach of this Agreement by the other party.

7. Effect of Termination

7.1 On the termination of this Agreement THE WRITER shall deliver to JUST TEACH all documents and other materials (including all copies) in its

possession relating to the Intellectual Property owned by JUST TEACH, and will do such further things as may be reasonably required by JUST TEACH and the Associates to protect their rights, title and interest in the Intellectual Property.

- 7.2 On the termination of this Agreement all Royalty's previously paid for this Project shall remain the property of THE WRITER, and JUST TEACH shall make no claim in respect of them, and JUST TEACH shall further pay to THE WRITER any Royalty accrued due but unpaid as at the date of the termination or expiration **PROVIDED THAT** the agreement is terminated due to a breach by JUST TEACH. If Termination of this agreement is due to a breach on part of THE WRITER, accrued royalties equal to or part quantity of reclaim costs required by said breach shall be used to reclaim costs of said breach as part of the entire claim if required.
- 7.3 On the termination of this Agreement THE WRITER shall cease to have any right to use the Intellectual Property of JUST TEACH and the Associates.

8. Confidentiality

8.1 THE WRITER shall:

- (a) keep confidential all information and technical data disclosed by JUST TEACH to THE WRITER provided that THE WRITER shall have the right to disclose such information to its employees insofar as it is necessary for them to know the information for the use of the approval granted herein; and
- (b) not use any of JUST TEACH's disclosures or other information or technical data except for the purposes of the approval granted herein and on the terms of this Agreement.

8.2 Notwithstanding the provisions of clause 8.1 THE WRITER may disclose information if and to the extent that:

- (a) such disclosure is forced by laws, regulations or orders;
- (b) the information is generally available in the public domain except where that is a result of a disclosure in breach of this Agreement; and
- (c) THE WRITER can prove that it knew the information before it was disclosed to it by JUST TEACH.

8.3 THE WRITER shall not use or disclose or allow to be used or disclosed Confidential Information to any third party except:

- (a) with the consent of JUST TEACH; or
- (b) in accordance with Government or other public regulatory requirements, and the parties and THE WRITER must take, or cause to be taken, reasonable precautions necessary to maintain the secrecy and confidentiality of, and to prevent the disclosure of, the Confidential Information.

- 8.4 THE WRITER will not at any time either during the term of this Agreement or at any time thereafter for any reason use or attempt to use any information which they may acquire in the course of their involvement with JUST TEACH in any manner which may injure or cause loss or be calculated to injure or cause loss to JUST TEACH, nor use or disclose to any person any Confidential Information of or relating to JUST TEACH or any person with whom they have come into contact as a result of their involvement with JUST TEACH or any trade or business secrets of which they become possessed while involved with JUST TEACH, and will use its best endeavor's to prevent the use or disclosure of any such Confidential Information by third parties.
- 8.5 THE WRITER acknowledges and agrees that JUST TEACH has provided Confidential Information about the operation of the Business and that this Confidential Information is to remain the property of JUST TEACH. THE WRITER acknowledges and agrees that it has no right or entitlement to use or disclose to any person this Confidential Information.
- 8.6 Considering the unique character of the Confidential Information, the loss of which may not be reasonably or adequately compensated for in damages or an action at law, the failure of THE WRITER to perform its obligations concerning Confidential Information will entitle JUST TEACH to commence an action against THE WRITER for an injunction to enjoin and restrain THE WRITER from its breach (whether with or without a simultaneous action for damages).
- 8.7 The provisions of this clause shall continue to bind a party even after the expiry or termination of this Agreement or after THE WRITER has ceased to be a party to this Agreement.

9. JUST TEACH's Indemnity

- 9.1 THE WRITER shall promptly advise JUST TEACH in writing of any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, charges and expenses which may be brought or claimed against THE WRITER , which in effect may influence or be detrimental to JUST TEACH and the Business of JUST TEACH.
- 9.2 THE WRITER hereby indemnifies and agrees to keep JUST TEACH indemnified against any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs (including solicitor and client costs), charges and expenses in relation to the Business operated by THE WRITER, its servants or agents.
- 9.3 THE WRITER shall indemnify and hold indemnified JUST TEACH from and against all actions, claims, demands, losses, damages, costs and expenses which JUST TEACH may sustain or incur or for which JUST TEACH (whether during or after the term of this Agreement) may be or become liable in respect of any loss or damage to property or death or injury of whatsoever nature and howsoever or wherever sustained which is caused by or contributed to or incidental to the business or otherwise arising out of the performance, mis-performance or non-performance of this Agreement by THE WRITER.

9.4 THE WRITER hereby indemnifies and agrees to keep JUST TEACH indemnified against any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs (including solicitor and client costs), charges and expenses that may be made, brought against, suffered or incurred by JUST TEACH arising directly or indirectly out of or in connection with a breach of any obligation or warranty contained in this Agreement by THE WRITER.

10. JUST TEACH'S Warrants

10.1 JUST TEACH hereby warrants that the use of any or all of the Intellectual Property according to the terms and conditions of this Agreement will not result in the infringements of proprietary rights of third parties.

10.2 JUST TEACH will indemnify and at all times hereafter hold THE WRITER fully and effectively indemnified against any losses, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out of or in connection with any claim made or threatened, whether by legal proceedings or otherwise, against THE WRITER by a third party on the ground that by virtue of rights to which such third party lays claim, under letters patent or copyright (whether registered as a design or not) or any other similar right or claim including (but without limitation) rights arising from the disclosure under cover of confidence, such third party is entitled to prevent or interfere with the free use of any or all of the Intellectual Property by THE WRITER pursuant to this Agreement.

10.3 JUST TEACH hereby warrants THE WRITER is entitled to audit and inspect the documents kept by JUST TEACH under 4.9 either personally or by the appointment of a professional advisor. JUST TEACH will provide THE WRITER upon request copies of any such documents reasonably required for the purposes of such an audit. The costs of this audit and of the provision of such documents will be borne by THE WRITER unless the audit reveals an error to the detriment of THE WRITER of more than 5% in the calculation and payment of Royalties, in which case such costs will be borne by JUST TEACH. THE WRITER may carry out no more than one audit in any 12 month period.

10.4 JUST TEACH hereby warrants that the use of any or all of the Intellectual Property according to the terms and conditions of this Agreement will not result in the infringements of proprietary rights of third parties.

11. THE WRITER WARRANTS:

11.1 Any change of address or contact details required by JUST TEACH to carry out their obligations to this agreement and the Business will be forwarded to JUST TEACH at the first available opportunity and THE WRITER consents to JUST TEACH holding such data for the purposes of carrying out the obligations in this agreement.

11.2 That the manner, form and method of exploitation of Resources shall be at the sole discretion of JUST TEACH.

- 11.3 In consideration of JUST TEACH contained in this agreement THE WRITER assigns to JUST TEACH full title guarantee:
- 11.3.1 the copyright in the submitted resources until this agreement is terminated under Item 6.2 ; and
 - 11.3.2 the copyright in any adaption, translation, updates, revisions or new versions of the resource even after this agreement is terminated under Item 6.2 .

For their full term with any renewals or extensions.

- 11.4 To the extent that the Resource include material copyright in which vests in third parties you will identify such material to JUST TEACH and obtain any necessary permission from the copyright owners of such materials for its inclusion in the resource.
- 11.5 That the manner, form and method of exploitation of Resources shall be at the sole discretion of JUST TEACH.
- 11.6 The Resources are and will be (subject to 11.4) your original work.
- 11.7 The Resources do and will not infringe any third party copyright.
- 11.8 You as THE WRITER are entitled as owner or prospective owner of copyright in the Resources to enter into and perform your obligations under this agreement.
- 11.9 The Resources have not and will not contain anything of a defamatory, offensive, blasphemous or racially prejudiced nature and that all statements in the Resources purporting to the fact.
- 11.10 Agree to sign and provide any documents JUST TEACH submits to you in order to carry out business regarding your resource or resources created by JUST TEACH from the original Resource submission..

12. General Conditions

12.1 Waiver

Any waiver or forbearance in regard to the performance of this Agreement shall operate only if in writing and shall apply only to the specified instance, and shall not affect the existence and continued applicability of the terms of it thereafter.

12.2 Entire agreement

This Agreement embodies all the terms binding between the parties and replaces all previous representations or proposals not embodied herein.

12.3 Assignment

- (a) THE WRITER shall not assign all or any of its rights hereunder without the prior written consent of JUST TEACH, which consent JUST TEACH may grant or may not grant in its absolute discretion; and

- (b) JUST TEACH may in its discretion assign all or any of its rights hereunder.

12.4 Applicable law

This Agreement shall be read and construed according to the laws of the State of Queensland and the parties submit to the jurisdiction of that State.

12.5 Amendments

This Agreement may not be varied except in writing signed by the parties.

12.6 Severability

If any provision of this Agreement is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation the validity and enforceability of the remaining provisions shall not be thereby affected.

12.7 Notices

A notice to be given by a party to another party under this Agreement shall:

- (a) be in writing;
- (b) give the address of the recipient as set out in this Agreement or as varied by written notice;
- (c) be delivered or sent by registered post to that address; and
- (d) be deemed to be served on the day of delivery or three (3) days after the date of posting by registered post as the case may be.

12.8 Further agreements

Each party shall execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as shall be necessary to give effect to this Agreement.

12.9 Relationship of the Parties

This Agreement does not constitute either party a joint venturer, partner, agent, employee or fiduciary of the other, and subject to any other agreement between JUST TEACH and THE WRITER, any act or omission of either party shall not bind or obligate the other except as expressly set forth in this Agreement.

12.10 Stamp Duty

All stamp duties and governmental charges arising out of or incidental to this Agreement shall be the responsibility of and payable by THE WRITER.

12.11 Own Advice

THE WRITER by execution of this Agreement acknowledges that it has the right and is encouraged to obtain its own independent legal, financial and accounting advice upon which it has relied upon solely in its decision to execute this Agreement. In so doing, THE WRITER acknowledges that it has not relied upon nor sought specific advice from JUST TEACH to support or validate its decision to enter into this Agreement.



REFERENCE SCHEDULE

Item 1: **DATE OF THIS AGREEMENT:**

Item 2: **NAME OF THE WRITER:** _____

Address of THE WRITER:

Address: _____

State: _____

Post Code: _____

Country: _____

Item 3: **PURPOSE:** To provide Resources to JUST TEACH that meet the standards outlined in the Resource Writer Guidelines. V1.120524 and as per any other format agreement made between the parties after this agreement is entered into.

Item 4: **ROYALTY:** Royalty = 10% x A/B;
Where 10% refers to the gross revenue from the subjects corresponding Cost Centre.
Where A= is the number of Works included in the Compilation; and
B is the total number of Works included in the Compilation.
Where 'Compilation' refers to the resource sector you contribute to.
Note: Royalty excludes GST.

Item 5: **ROYALTY FEE PAYMENT SCHEDULE**

Royalty as per Item 4 will be paid to THE WRITER on the 1st of June and the 1st of December each year whilst corresponding resources are in the possession of JUST TEACH and are still relevant to the Business. The 1st payment and last payment will be Prorated pending the commencement and or the termination of this agreement.

EXECUTED AS A DEED on the date set out at the commencement of this Agreement

EXECUTED BY JUST TEACH

in accordance with its Constitution
and in the presence of:

)
)
)
) _____
) Managing Director
)
)
)
) _____
) Witness

EXECUTED BY <THE WRITER>

in accordance with its Constitution
and in the presence of:

)
)
) _____
) Name/ Owner/ Director / Secretary
)
)
) _____
) Director/ Witness

- END OF AGREEMENT -