

GUEST CONTRIBUTOR AGREEMENT

OVERVIEW

This agreement is between The Three Tier Company (Pty) Ltd, publisher of Power Utility Leadership ("Publisher") and the name entered in the Guest Contributor Application ("Contributor"). This agreement is effective at the time of submission.

WORK

The Contributor agrees to contribute original articles and/or content (the "Work"), for publication on the Powerutilityleadership.com website and any other publication channels that the Publisher might deem suitable for publication.

LICENSING

The Contributor grants the Publisher a perpetual, worldwide, royalty-free and non-exclusive license to the Work as stated below:

1. to distribute, copy, reproduce and display the work in any and all forms, and in any and all media formats whether in existence now or created in the future;
2. to assign, license, sublicense, and delegate the rights in the created work to third parties;
3. to incorporate the work into one or more collective works and to reproduce, copy and display the work as incorporated in such collective works;
4. to incorporate the work into printed and electronic material, including, but not limited to: books, brochures, pamphlets, websites, electronic social media, advertising material, and marketing displays;
5. to display, perform, and distribute audio, video, digital audio and digital video of such works;
6. to modify and alter such work as may be necessary for display or incorporation in other forms and for incorporation into derivative works;
7. to create, modify, or alter the work, in whole or in part, for incorporation into derivative works and to display, reproduce, copy, and distribution of such derivative works.

This license shall continue to be in full force and effect even in the event that this agreement fails to be renewed or is terminated for any reason.

WARRANTY

You warrant that to the best of your knowledge the Work does not violate or infringe any copyright, trademark, contract, or proprietary rights of others, or contain anything libellous or defamatory, and you agree to indemnify and hold the Publisher harmless against any final judgement resulting from the falsity on the forgoing warranties. You certify content submitted for publication is not currently or will not be published anywhere else. Further, you certify that all content submitted is original content with appropriate citations.

COMPENSATION

1. No compensation will be payable for the First Serial Rights or for publication of the Work on the Powerutilityleadership.com website.
2. If the Work is at any stage used in the publication of a book, then the contributor will be paid a royalty. Ten percent (10%) of the selling price (excluding VAT) will be set aside in total for royalties to all contributors collectively.
3. The percentage royalty per individual contributor will be decided by the publisher and might consider factors such as complexity, volume and seniority.

RELATIONSHIP

Nothing herein shall be deemed to constitute a partnership or joint venture between the company and contributor. In entering into this Agreement, and in providing services pursuant hereto, contributor has and shall have the status of an independent contractor and nothing herein contained shall contemplate or constitute an agent or employee relationship and neither Contributor nor Company shall have any authority to bind the other in any way.

ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than R1 000. In no event shall an award in an arbitration initiated under this clause exceed the contracted price of the controversy in dispute.

EDITORIAL CHANGES

The Publisher may revise, edit, condense, or otherwise alter the Work, and may code the work in HTML as needed for Web presentation, but will make no substantive changes in text, title or graphic content without your permission.

SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the executors, administrators, and assigns of the Contributor and upon and to the successors and assigns of the Publisher.

MISCELLANY

1. No modification to this Agreement shall be binding unless made in writing and signed by the parties hereto.
2. This agreement shall be deemed executed under the laws of South Africa.
3. The parties acknowledge that each party has read and understood this contract before execution.
4. If any provision of this agreement shall be held illegal, unenforceable, invalid or otherwise incapable of being enforced, in any judicial proceeding, then such provision shall be excluded to the extent of such invalidity or unenforceability and the remainder of this agreement shall remain operative and binding; and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable, provided that such term comes closest to expressing the intention of the parties at the time of this agreement.

I understand that submitting this application is a binding legal document between myself and The Three Tier Company (Pty) Ltd