**PUBLISHING AGREEMENT**

This Agreement made the day of \_\_\_\_\_\_, 20\_\_ , by and between (hereinafter called “Author,” and if there is more than one author then all of them collectively) and (and hereinafter called “Publisher”).

**THE AUTHOR AND THE PUBLISHER AGREE THAT:**

**1. Rights Granted**

The Author hereby grants, transfers and assigns to the Publisher for the full term of this agreement the exclusive right to publish and sell throughout the world in the English language the literary work presently entitled: (hereinafter called “Work”). The Author also grants and assigns to the Publisher the exclusive rights to said literary Work listed in paragraph 9(a) below, with exclusive authority to license said rights in all countries and in all languages.

**2. Delivery of the Manuscript**

* 1. The Author will deliver to the Publisher on or before \_\_\_\_, 20\_\_ , three (3) double- spaced typewritten or camera-ready copies of the complete manuscript (with all illustrations, charts, graphs, and other material mutually agreed upon for the Work) in form and content satisfactory to the Publisher, it being understood that the length of the manuscript shall be approximately .
	2. If the Author fails to deliver a satisfactory manuscript on time, the Publisher will have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid.
	3. If the Author and the Publisher agree that the photographs, maps, charts, or any other illustrations are necessary to the Work, the Author will provide them in final form, ready for reproduction without additional art work (maps and charts will first be furnished in draft form for editing).

**3. Quoted Material**

With the exception of short quotations from prose which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. the Author will obtain such consents at his or her own expense after consultation with the Publisher and will file them with the Publisher at the time the manuscript is delivered. Any obligations associated with permissions, such as free copies, will be the responsibility of the Author.

**4. Copy Editing and Proofreading**

The Work will be copy edited by the Publisher and returned to the Author for reading and correction; the corrected manuscript will be returned to the Publisher by the Author within weeks. Queries from the Publisher will be made by attachments to the manuscript and the Author will place all changes or comments only on these attachments. This will be the Author’s last opportunity to make any substantive changes without cost. After the Work has been set in type the Author will read and correct galley and/or page proofs. The Author will prepare, or cause to be prepared, and deliver to the Publisher within weeks of the receipt of page proofs an index to the Work acceptable to the Publisher, unless it has been agreed beforehand that an index will not be needed.

**5. Collective Works**

If the Work is a collection of articles by several authors, the general editor ( called “the Author” in this agreement) will be responsible for distributing copy-edited articles to the contributors for their reading and correction, and for return of the corrected articles with any additional changes or queries the Author may have , within weeks. The Author will also be responsible for reading and correcting galley and/or page proofs, and unless otherwise agreed upon, for providing the index.

**6. Author’s Alterations**

The Author will bear the expense of any alterations made in the proofs by the Author (exclusive of printer’s or Publisher’s staff errors) which exceed 10% of the cost of the composition.

**7. Publication of the Work**

The Work shall be published by the Publisher in the English language as soon as circumstances permit after receipt of the completed manuscript, at its own expense, in such style or styles and at such price or prices as the Publisher shall deem best suited to the sale of the Work.

**8. Copyright**

The Author authorizes the Publisher to copyright the Work in the Publisher’s name in the United States and elsewhere as the Publisher may elect.

**9. Author’s Warranty**

The Author warrants that he or she is the sole owner of the Work and has full power and authority to copyright it and to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author will, to the extent authorized under the laws and constitution of the State of Texas, defend, indemnify, and hold harmless the Publisher and/or its licensees against all claims, suits, costs, damages, and expenses that the Publisher and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the Publisher may withhold any sums due the Author under this agreement.

**10. Royalty Payments**

The Publisher shall pay to the Author on each copy of the Work sold by the Publisher, less returns, the following royalties based on the net sales of the Work (net sales being defined as sales, less returns, at list price less trade discounts):

* 1. On casebound copies:
	2. On paperbound copies:
	3. On casebound and/or paperbound copies sold at special discount of 60% or more from the list price, a royalty of % of the amount the Publisher receives, except as provided in paragraph 7(h).
	4. On casebound and/or paperbound copies sold for export (outside the United States and Canada), 75% of the royalties stipulated in paragraphs 7(a) and (b), except as provided in paragraph 7(e).
	5. On copies (casebound, paperbound, or in sheets) sold for co-publications at discounts of 60% or more, 10% of the amount the Publisher receives.
	6. No royalty shall be paid on copies sold at a remainder price (any sale at or below manufacturing cost being deemed a remainder sale) or on copies furnished without charge for review, advertising, sample, promotion or other similar purposes, or on damaged copies.

**11. Selections for Publicity Purposes**

The Publisher may publish or permit others to publish or broadcast without charge and without royalty such selections from the Work for publicity purposes as may benefit the sale of the Work.

**12. Braille**

The Publisher may license publication of the Work without charge and without royalty in Braille or by any other method primarily designed for the physically handicapped.

**13. Subsidiary Rights**

The Publisher shall have the sole right to license, sell, or otherwise dispose of the following rights in the Work: Publication or sale by book clubs; reprint rights; foreign rights; translation rights; publication in anthologies, compilations, digests, condensations; first and second serial rights (in one or more installments); dramatic, motion picture, and television rights; broadcast by radio; recordings; electronic, mechanical, and visual reproduction; computer programs; microprint, microfiche, and microfilm editions; syndication rights; permission rights (quotations, excerpts, illustrations, etc.); any other rights to the Work not specifically enumerated; and otherwise utilize the Work and material based on the Work.

**14. Compensation**

The net amount of any compensation received from such dispositions will be divided equally between the Author and the Publisher (after all manufacturing costs, commissions, foreign taxes, and other charges) in lieu of royalty, except that the division of the net proceeds from dramatic, motion picture, and television licenses shall be % to the Author and % to the Publisher.

**15. Collective Works**

If the Work is a collection of articles by several authors, the net amount of any compensation received from the sale of subsidiary rights will be shared equally between the Publisher (50%) and the contributor(s) (50%) of the material used rather than the general editor (called “the Author” in this agreement).

**16. Competing Publications**

The Author agrees not to publish or furnish to any other publisher, without the Publisher’s written consent, during the term of this agreement any work on the same subject and of the same content and character as the Work covered by this agreement, publication of the which would in the Publisher’s opinion clearly conflict with the sale of the Work.

**17. Revisions**

The Author agrees to revise the Work within one year upon the receipt of written request from the Publisher. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this agreement. In the event that the Author is unable or unwilling to provide a revision within one year after the Publisher has requested it, or should the Author be deceased, the Publisher may have the revision made and charge the cost against the Author’s royalties and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

**18. Author’s Copies**

The Publisher shall furnish the Author, free of charge, ( ) copies of the casebound edition of the Work as published, and any additional copies desired by the Author for personal use (not for resale) shall be supplied at a discount of 40% from list price, without royalty to the Author. If a paperback edition is issued, the Author will receive, free of charge, ( ) copies. Author’s discount on purchase of additional copies for personal use will be the same.

**19. Collective Works**

If the Work is a collection of articles, the Publisher shall furnish the Author, free of charge, ( ) copies of the casebound edition and ( ) copies of the first edition to each contributor. If a paperback edition is issued, the Author will receive, free of charge, ( ) copies. Any additional copies desired for personal use (not for resale) by the Author shall be supplied at a discount of 40% from list price without royalty to the Author.

**20. Royalty Statements and Payments**

* 1. The Publisher shall render to the Author in October of each year an annual statement of account as of the preceding August thirty-first. Each statement shall be accompanied by payment of all sums due thereon. If in any yearly period the total payments due are less than $25.0 the Publisher shall render the statement but may defer the payment until such time as the sum of $25.00 or more shall be due.
	2. The Author may, upon written request, examine the Publisher’s books of account insofar as they relate to the Work.

**21. Termination of Agreement**

The Work shall be considered to be “in print” if it is offered for sale by the Publisher in any edition or if it is offered for sale in any edition licensed by the Publisher during the term of this agreement. In the event that the Publisher fails to keep the Work in print and the Author makes a written request of the Publisher to keep the Work in print, the Publisher shall, within sixty (60) days after receipt of said written request, notify the Author in writing of the Publisher’s decision in the matter. If the Publisher elects to keep the Work in print, it shall have six (6) months thereafter to comply. In the event that the Publisher elects not to keep the Work in print or fails to comply with the six (6) months deadline (unless the failure is due to circumstances beyond its control), then this agreement shall terminate and all rights granted to the Publisher shall revert to the Author.

**22. Options/Contracts Third Parties**

Nothing contained in Paragraph 14(a) of this agreement shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of either the Author or the Publisher in the income resulting from such agreements.

**23. Discontinuing Manufacture**

When the Publisher decides that the public demand for the Work no longer warrants its continued sale, the Publisher may discontinue manufacture and destroy any or all plates, films, books, and sheets without liability to the Author.

**24. Amendments**

The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the Publisher concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

**25. Construction, Binding Effect, and Assignment**

This agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the Publisher shall include their heirs, successors, assigns, and personal representatives.

**IN WITNESS WHEREOF**, the parties have duly executed this agreement as of the date first written above.

By: [Name of Publisher]
Director

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