



# **Publishing Agreement Original and Out-of-Print Titles for members of the American Society of Journalists and Authors v. 1.0**

**1) Parties.** This is a Publishing Agreement between the author ("AUTHOR") signifying below and iUniverse, Inc., a Delaware corporation, with its principle offices at 1663 Liberty Drive, Suite 300, Bloomington, Indiana 47403 ("PUBLISHER") for the WORK listed at the end of this Agreement ("WORK").

**2) License to Publish.** AUTHOR grants to the PUBLISHER the exclusive, worldwide license to publish the WORK in the English language in print and in all electronic media and all electronic formats, in whole or in part, in all languages throughout the world. For out-of-print WORKS, in the event that certain formats or regions are not available for license, they shall be called out in Schedule B attached to this Agreement.

**3) Term.** The license for the WORK shall extend for three (3) years after the date the PUBLISHER first makes the WORK generally available to the public. The license will automatically renew for consecutive one (1) year terms if neither party gives at least ninety (90) days advance written notice, prior to the end of the current term, that it desires to terminate.

**4) Author Cancellation.** AUTHOR has the right at any time to cancel this agreement with sixty (60) days advance written notice to the PUBLISHER. If the AUTHOR chooses to cancel, the PUBLISHER will retain the nonexclusive right to exercise the licensed rights granted in Paragraph #2 above for one (1) year following the receipt of the cancellation notice.

**5) Print Royalties.** On all sales of printed copies of the WORK, the PUBLISHER will pay the AUTHOR a royalty based on "Publisher Print Receipts." Royalties will not be paid on printed copies provided or sold to the AUTHOR. "Publisher Print Receipts" equals the payments the PUBLISHER actually receives from sales of printed copies of the WORK, less any shipping and handling charges, sales and use taxes, and returns. The print royalty terms are attached to this Agreement in Schedule A. "Printed copies" of a WORK include, but are not limited to, versions distributed to the purchaser in the form of print-on-demand editions, traditionally printed and bound editions, and other ink-on-paper editions of a WORK.

**6) Electronic Royalties.** On all sales of electronic versions of each WORK, the PUBLISHER will pay the AUTHOR a royalty based on "Publisher Electronic Receipts". Electronic versions of a WORK shall mean versions that include the text or other content of the WORK (in complete, condensed, adapted or abridged versions, or in compilations) for display (i) in any manner intended to make such text or content available in visual form for reading or viewing and (ii) by any electronic means, method, device, process or medium ("Electronic Device or Medium"). Electronic Device or medium shall include, but not be limited to: CD-ROMs, DVDs, and other digital, electronic, magnetic, optical or laser-based storage and retrieval media, multimedia in all forms, electronic databases, the Internet or other online networks, satellite, cable, telephonic and wireless distribution, ebooks, and any other device for electronic reproduction, distribution, or transmission, whether now known or hereafter developed. "Publisher Electronic Receipts" shall mean the payments PUBLISHER actually receives from sales of electronic versions of the WORKS, less any distribution charges, sales, use and other taxes, and returns. The electronic royalty terms are set forth in Schedule A to this Agreement. The author shall have the right to choose whether a work is partially or fully browseable on the Internet (e.g., to allow individual readers to browse the material prior to purchase).

**7) Subsidiary Rights.** AUTHOR grants to the PUBLISHER the nonexclusive right to exercise or sell all subsidiary rights in whole or in part, in the English language throughout the World. Subsidiary rights include, but are not limited to: the right to publish all or part of the WORK in a newspaper, magazine, other periodical; book club publication rights; audio recordings of the WORK; and the right to publish in Braille, large-type, and other editions for the handicapped. Notwithstanding the foregoing, the license granted for republished out-of-print WORKS will be subject to the availability of the subsidiary rights that were previously granted to the original publisher.

**8) Royalty Payments.** PUBLISHER will make four quarterly royalty payments (with accompanying statement) per year, if earned, to the AUTHOR within sixty (60) days of the end of each calendar quarter.

**9) Submission Guidelines and Payments.** AUTHOR shall follow all the submissions procedures and payment requirements attached in Schedule A.

**10) Submission Acceptance.** PUBLISHER reserves the right, in its sole discretion, not to accept a submission upon receipt, provided that PUBLISHER may not refuse to accept a submission based on that WORK's actual or perceived sales potential. If the PUBLISHER does not accept a submission, the PUBLISHER will return the AUTHOR submission package and refund the AUTHOR submission payment.

**11) Publication.** PUBLISHER intends to market the WORK on its web site and make the WORK available for print-on-demand distribution within thirty (30) days after receipt of all required materials relating to the WORK, but the PUBLISHER shall market the work in no case later than ninety (90) days after the receipt of all the required materials relating to the WORK. If the PUBLISHER does not make the WORK available within such time, except for delays caused by external circumstances beyond its control, the AUTHOR may give notice to the PUBLISHER to make the WORK available within thirty (30) days. If the PUBLISHER does not do so, this Agreement shall terminate and all rights herein granted shall revert to the AUTHOR and the PUBLISHER shall refund the submission payment to the AUTHOR.

**12) Publication Format.** PUBLISHER shall have full discretion as to price, production, appearance and formats of the WORK. The author may offer suggestions as to interior and cover design and price, and will have the opportunity to proof the WORK. PUBLISHER shall not unreasonably dismiss author's suggestions.

**13) Partial Publication.** After the WORK has been published in accordance with Paragraph #11, the PUBLISHER may choose to include all or part of the WORK in a larger compilation or collective work, the AUTHOR will receive a pro-rated share of the royalties otherwise payable pursuant to Paragraph #5 and/or Paragraph #6 based on the percentage used from the WORK as compared with the whole compilation or collective work.

**14) Author Proof.** PUBLISHER will provide the AUTHOR with the proofing option as defined in Schedule A.

**15) Copyright and Title Registration.** PUBLISHER agrees to post for the WORK the copyright name specified by AUTHOR and secure a unique ISBN. Both the PUBLISHER and AUTHOR have the right, but not the obligation, to register the AUTHOR'S copyright for the completed WORK with the Copyright Office, Library of Congress.

**16) Author Copies and Discounts.** AUTHOR shall receive free copies and purchase discounts as provided in Schedule A.

**17) Publicity.** From time to time, the PUBLISHER may post and publish pertinent information regarding AUTHOR or WORK. The information may include elements of the title submission package, such as the author biographical sketch and description of the WORK. The PUBLISHER may also post additional information that will help promote the AUTHOR or WORK. If the PUBLISHER requests such information, the AUTHOR agrees to promptly provide the information.

**18) Publisher Bankruptcy.** If the PUBLISHER commences bankruptcy proceedings, all rights to the WORK shall immediately revert to the AUTHOR.

**19) Termination by Publisher.** Upon giving thirty (30) days advance notice, the PUBLISHER may terminate publication of the WORK without cause, at which point the rights to the WORK immediately revert to the AUTHOR, subject to any subsidiary rights granted to third parties and to PUBLISHER'S right to sell off any inventory for a period of one (1) year thereafter. The PUBLISHER may also immediately suspend or terminate the publication of the WORK upon acquiring knowledge of an actual or potential liability claim relating to the WORK. Once a WORK has been published in a printed book format, the submission payment will not be refunded if the agreement is terminated. The PUBLISHER, within sixty (60) days of termination, will pay any accrued royalty income due the AUTHOR. Either party may, by providing ninety (90) days prior written notice thereof, terminate this Agreement in the event the other party fails to perform a material obligation or breaches a representation or warranty under this Agreement unless the other party remedies such failure or breach within such ninety (90) day period. The definitions and Paragraphs 4, 20, 21, 25, and 26 shall survive any expiration or termination of this Agreement. Upon cancellation by AUTHOR pursuant to Paragraph 4, all relevant provisions of this Agreement relevant to PUBLISHER'S exercise of its rights under Paragraph 4 shall remain in effect for one year thereafter. Any reversion of rights to the WORK to AUTHOR shall be subject to grants of rights made to third parties prior to the date of the reversion and the right of AUTHOR and PUBLISHER to participate in the proceeds from such grants as set forth herein.

**20) Author Warranties.** AUTHOR (or co-author) represents and warrants the following to the PUBLISHER: (i) AUTHOR is the sole owner of the WORK and has the full power, authority and right to enter into this Agreement; (ii) to the best of his or her knowledge this Agreement does not conflict with any arrangements, understandings, or agreements between the AUTHOR and any other person or entity; (iii) to the best of his or her knowledge the WORK is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured; (iv) the WORK and all rights therein are free of liens, claims, interests or rights in others of any kind; (v) the WORK as submitted, and its publication by the PUBLISHER, do not and will not violate or infringe upon any personal or proprietary rights, including without limitation copyrights, trademark rights, trade secret rights, contract rights, privacy rights, or publicity rights of any other persons; (vi) all information in the submission package is accurate.

**21) Indemnification.** AUTHOR agrees to fully indemnify, defend and hold harmless the PUBLISHER and its AFFILIATES from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach sustained by judgment of any of the representations and warranties set forth above, but the AUTHOR shall not be liable for any matter inserted in the WORK by the PUBLISHER or its licensees. All warranties and indemnifications made by the AUTHOR herein shall survive termination of this Agreement or any license hereunder. "AFFILIATES" means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom PUBLISHER extends its license or warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the WORK or the exercise of any rights therein or derived therefrom.

**22) Notices.** All notices must be given in writing and sent by fax or overnight courier, (e.g., FedEx, Express Mail, UPS, or DHL) to AUTHOR'S addresses and fax number specified below and to PUBLISHER'S addresses and fax number displayed at PUBLISHER'S web site on the date of the notice. Faxed notices will be deemed given on the date of transmission, provided that for faxed notices the party giving the notice must maintain an electronic journal or electronic receipt showing the successful transmission. Notices sent by overnight courier shall be deemed given two days after the date of delivery to the courier. Notices of change of address and fax number shall be given with the same formalities.

**23) Additional Instruments.** AUTHOR agrees to complete and execute the title submission form and author biographical sketch and all additional instruments reasonably requested by PUBLISHER to confirm and effectuate this Agreement.

**24) Copyright Infringement.** PUBLISHER shall have the exclusive right to commence action for copyright infringement based on the rights granted hereunder, and AUTHOR shall not commence any such copyright infringement action without PUBLISHER'S prior written consent, provided that if PUBLISHER refuses AUTHOR'S noticed request to commence such an action, the AUTHOR may proceed alone, and further provided that the AUTHOR may join as a party plaintiff in any action commenced by the PUBLISHER. If either party declines or fails to participate in such action, the party maintaining the action shall enjoy the full recovery therefrom and bear all costs and expenses thereof. But if both PUBLISHER and AUTHOR participate, they shall equally share the expense of the action and recoup such expenses from the proceeds recovered from the action, the balance of the recovered proceeds to be divided equally between AUTHOR and PUBLISHER.

**25) General Provisions.** This Agreement shall be governed by the internal laws of the State of New York as a contract fully executed and to be performed in New York, New York, without regard to conflict of laws rules, and shall bind and benefit the applicable heirs, successors, assigns, and personal representatives of the parties hereto, though AUTHOR may not assign this Agreement or any rights or obligations hereunder without PUBLISHER'S prior written consent. PUBLISHER may freely assign or transfer this Agreement and/or its rights and obligations hereunder. If any term or provision of this Agreement is illegal or unenforceable, then, nonetheless, this Agreement shall remain in full force and effect and such term or provision shall be deemed deleted or curtailed only to such extent as is necessary to make it legal or enforceable. This Agreement may not be assigned, by operation or law or otherwise, without the prior written consent of the PUBLISHER. This Agreement represents the complete understanding between the parties as to its subject matter and supersedes all prior understandings, if any, as to its subject matter. No modification, amendment, or waiver shall be valid or binding unless made in writing and signed by all parties hereto. All disputes between the parties shall be settled by binding arbitration by American Arbitration Association in New York, New York to be conducted in English in accordance with its Commercial Rules if the AUTHOR is a U.S. Citizen, and International Rules if not. The arbitrator's award, which shall be final, may be entered as a judgment in any court of competent jurisdiction.

By completing the following and submitting the required materials, the AUTHOR agrees to all the terms and conditions in this Agreement.

By:

\_\_\_\_\_ (Signature of Author-  
required only if submitting by mail)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Printed Name of Author)

\_\_\_\_\_  
(Address of Author)

\_\_\_\_\_  
(Phone Number of Author)

\_\_\_\_\_  
(Fax number of Author)

\_\_\_\_\_  
(E-mail Address of Author)

\_\_\_\_\_  
(Title of Work)

\_\_\_\_\_  
(U.S. Copyright No. - if any)

\_\_\_\_\_  
(Author Social Security No.)

## **Schedule A**

ASJA Press

### **1) Royalties**

#### **Original Works**

<b>Category</b>	<b>Author Royalty</b>	<b>Royalty Based On</b>
Print Sales	20%	Publisher Print Receipts
Electronic Sales	50%	Publisher Electronic Receipts
Subsidiary Rights	50%	Subsidiary Right proceeds collected by Publisher

## Out-of-Print Works

Category	Author Royalty	Royalty Based On
Print Sales	20%	Publisher Print Receipts Publisher Print Receipts
Electronic Sales	50%	Publisher Electronic Receipts
Subsidiary Rights	50%	Subsidiary Right proceeds collected by Publisher

## 2) Submissions and Payments

### Original Works

**Submissions by Mail** are sent via U.S. mail or by express courier. The AUTHOR must submit in one package:

a signed hardcopy of the ASJA Participating Author Publishing Agreement and on a single storage medium currently specified as acceptable on the PUBLISHER'S Web site the following material:

all the required  
information

a copy of the  
WORK

cover graphic(s) (if AUTHOR chooses to provide) in an electronic format listed as acceptable on the PUBLISHER'S Web site.

The package must be sent to iUniverse, Inc., ASJA Publishing Services, 1663 Liberty Drive, Suite 300 Bloomington, Indiana 47403

**Payment** for publishing and related fees shall be made in U.S. Dollars by check or major credit card to "iUniverse, Inc."

Submission Process	Fee	Payment
Mail Submission <sup>*</sup>	\$134	Check or Credit Card

<sup>\*</sup> Mail submission requires an additional thirty-five U.S. Dollars (\$35) service charge above the online submission fee that shall be included with the payment.

**Out-of-Print Works**

**Submissions by Mail** are sent via U.S. mail or by express courier. The AUTHOR must submit in one package:

- a signed hardcopy of the ASJA Participating Author Publishing Agreement
- cover graphic(s) (if AUTHOR chooses to provide)
- all the required information
- two (2) identical, complete copies of the previously published WORK in book form\* **and**, on one storage medium currently specified as acceptable on the PUBLISHER'S Web site or in formal, printed literature:
- any additional discrete sections of text (if AUTHOR chooses to provide) in an electronic format listed as acceptable on the PUBLISHER'S Web site.

\*The two complete book copies must adhere to the guidelines posted on the PUBLISHER'S Web site and it is understood that they will not be returned.

The package must be sent to iUniverse, Inc., ASJA Publishing Services, 1663 Liberty Drive, Suite 300 Bloomington, Indiana 47403

**Payment** for publishing and related fees shall be made in U.S. Dollars by check or major credit card to "iUniverse, Inc."

Submission Process	Fee	Payment
Normal Submission	\$0	
OCR Submission*	\$200	Check or Credit Card

If OCR text scanning and layout is included, a payment of two hundred U.S. Dollars (\$200) must be included in the submission package. The payment must be made by check or major credit card, as indicated on PUBLISHER'S Web site, and shall be made in U.S. Dollars to "iUniverse, Inc."

**3) Additional Services Graphics** The digital format of all graphics submitted must conform to the guidelines on the PUBLISHER'S Web site.

The publishing fee paid by the author includes creation of a cover using graphics submitted by the AUTHOR or designed by the PUBLISHER.

**Graphics** the AUTHOR embeds in the electronic manuscript shall be subject to charges as follows:

- 1-25 \$50
- 26-50 \$100
- 51-75 \$150

**Author Proofing.** AUTHOR will be granted access to an electronic proof of the WORK. The proofing procedures and fees will be those documented on the PUBLISHER'S Web site.

**4) Free Copies.** AUTHOR shall be entitled to five (5) free copies of the book upon publication.

**6) Author Web site.** At the AUTHOR'S request, and with the PUBLISHER'S prior written consent, AUTHOR shall have the right to post the WORK or parts of the WORK on their personal Web site in a manner that does not encourage distribution of the WORK.

## **Schedule B**

ASJA Press

### **Out of Print WORKS only**

The license to publish granted in Paragraph #2 is modified as follows:

#### **Excluded Regions:**

None.

#### **Excluded Formats:**

None.

**5) Author Discounts. (a) Print Copies**

AUTHOR shall have the right to purchase copies of WORK at a discount off the list price. Discounts will be available to AUTHOR for single order quantities and shall be based on the current information displayed on the book sales area of the PUBLISHER'S Web site at the time each order is placed. All AUTHOR payments must be made in advance. The PUBLISHER will not pay royalties on any sales of the Work to Author.

**(b) eBook Copies**

AUTHOR shall have the right to purchase eBook copies of the WORK at a discount off the list price of each eBook version of the WORK. All AUTHOR payments must be made in advance.

Rev Date: June 27, 2008