

2015

2K Rowman & Littlefield Publishers, Inc. Publishing Agreement (sample contract)

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ROWMAN & LITTLEFIELD PUBLISHERS, INC.

4501 Forbes Boulevard, Suite 200, Lanham, MD 20706

PUBLISHING AGREEMENT

Offered: [redacted] 2015

Author: [redacted]

Manuscript (working title): [redacted]

Series: [redacted]

The above-named and undersigned (the Author) hereby agrees with Rowman & Littlefield (the Publisher) to the following terms and conditions in connection with its publication of the manuscript listed above (the Work):

1. THE AUTHOR SHALL GRANT TO THE PUBLISHER during the term of copyright, and during any renewals or extensions thereof, the exclusive right to publish and sell, including the right to permit others to publish and sell, the Work in any and all editions whether print, electronic, or audio, in all languages throughout the world.

2. THE AUTHOR SHALL DELIVER TO THE PUBLISHER no later than [redacted] 2016 (Delivery Date) one electronic copy of the final Work, including bibliography or bibliographical essay; all necessary permissions, licenses, releases, and consents; and art. All accompanying figures (photographs, illustrations, maps, and charts) shall be in camera-ready form. All accompanying tables shall be provided in hard copy with matching electronic file. The Author shall keep a copy of all materials sent to the Publisher. Tables and figures shall not exceed 20 in number. The Work shall be approximately [NN],000 words (the equivalent of *nnn* typed, double-spaced manuscript pages, including notes and bibliography), plus art.

In order to be considered satisfactory, the Work must be factually accurate and original and must acknowledge all intellectual debts. The Publisher may choose to engage scholars, consultants, or other experts in the topic covered by the Work to help determine its accuracy and originality. Any permissions necessary in order to reprint already published and/or copyrighted material quoted in the Work shall be obtained and paid for by Author.

If the Author does not so deliver the Work to the Publisher by the Delivery Date (unless extended in writing by Publisher) in form and substance satisfactory to the Publisher in its sole judgment (time to be deemed of the essence), the Publisher may terminate this Agreement by notice to the Author. The Author shall then repay all amounts that have been advanced by the Publisher. Until such monies are repaid to the Publisher, all rights in the Work granted to the Publisher shall remain in full force and effect.

If the Publisher elects to submit the manuscript of the Work to legal counsel for review, then the Work shall not be deemed complete and satisfactory unless and until all changes which may be required by legal counsel have been made by the Author.

The Author agrees to review and approve the copyedited manuscript within the schedule required by the Publisher. The Publisher shall send to the Author page proofs of the Work, which the Author agrees to read, revise, correct, and return promptly. The Author further agrees to prepare an index when the type has been set into final page form. If the Author does not prepare the index, does not deliver the index to the Publisher in a timely manner, or does not deliver a satisfactory index to the Publisher, the Publisher may prepare or have prepared an index, the cost of which will be charged against the Author's future royalties. The Author agrees to pay the cost of alterations in type or in plates required by the Author (other than those due to printer's errors) in excess of 5% of the cost of composition. The Publisher shall present the corrected proofs for inspection at the Author's request.

3. THE PUBLISHER SHALL PUBLISH THE WORK at its expense in a manner and style and at a price that it determines. All decisions and details as to the editing and publication of the Work, including style, edition or format, illustrations, time and manner of production, advertisement, and the number of free copies distributed will be left to the Publisher's sole discretion.

4. (a) THE PUBLISHER AND THE AUTHOR SHALL TAKE SUCH STEPS as necessary on their respective parts to secure and preserve a valid United States copyright for the Work in the Author's name. If the Publisher deems it desirable it may take such steps as may be necessary to obtain a copyright in other countries. The Publisher shall publish the Work in the United States in a manner that complies with the provisions of the Universal Copyright Convention.

4. (b) THE AUTHOR SHALL EXECUTE AND DELIVER whatever documents and assignments of copyright or other papers as may be necessary in the Publisher's opinion to fulfill the terms and intent of this Agreement.

5. IF THE COPYRIGHT OF THE WORK is infringed during the term of this agreement, then, upon notice to the effect by either the Author or the Publisher, both shall confer with regard to the infringement; and if no mutually satisfactory arrangement is arrived at for joint action within ten days thereafter, either one shall have the right to bring an action or proceeding to enjoin the infringement, and for damages. If the proceeding is done jointly, the expense and recoveries, if any, shall be shared equally; and if there is no agreement to proceed jointly, either party shall have the right to go forward with an action or proceeding, bearing all the expenses and retaining any recovery. If the Publisher proceeds alone, the Author shall permit the action to be brought in his, her, or their name and shall take all steps necessary, including the execution of such documents as may be required, to enable the Publisher to proceed.

6. (a) THE AUTHOR COVENANTS, WARRANTS, AND REPRESENTS that the Author has obtained agreements from all Contributors to the Work granted and has full right and power to make this Agreement; that the Work is not a violation of any copyright, proprietary, or personal right; that the Author has not in any manner disposed of any of the rights herein granted to the Publisher or granted any rights adverse to or inconsistent therewith; nor are there any rights outstanding which would diminish, encumber, or impair the full enjoyment or exercise of the rights herein granted the Publisher; that no part of the Work is libelous, obscene, or unlawful or violates any right of privacy or any other right of a third party. In no event shall the Publisher be obligated to publish a Work which, in its opinion, may subject it to any claims from any third party. Without limiting the foregoing, the Author shall, if requested by the Publisher, make such changes in the Work as it shall deem necessary; but failure on the part of the Publisher to require or recommend any changes in the Work shall in no way affect the Author's obligation under this Paragraph.

6. (b) The Author agrees to hold harmless and to indemnify the Publisher against any claim, demand, suit, action, proceeding, recovery, or expense of any nature whatsoever arising from or based upon any breach or alleged breach of the covenants, warranties, and representations contained in subparagraph 6 (a) hereof or elsewhere in this Agreement. In addition to all other remedies available to it, the Publisher may, in the event of such claim, demand, suit, action, or proceeding, withhold advances and/or royalties due to the Author. The Publisher may, at its sole discretion, retain its own counsel, at its own expense; and the Publisher shall have sole discretion whether or not to settle or compromise any such claim, demand, suit, action, or proceeding brought against it. The warranties, representations, and indemnities shall survive the termination of this Agreement.

7. (a) THE AUTHOR GRANTS TO THE PUBLISHER the exclusive right to license, sell, or otherwise dispose of the following rights in the Work: publication or sale of the Work by publication of a reprint edition of the Work by another publisher in any edition or format whether print, electronic, or audio; editions prepared for book clubs; condensations; serializations in magazines or newspapers (whether in one or more installments and whether before or after book publication); translations; foreign English language rights; electronic rights of every kind or nature; audio rights of every kind or nature; dramatic and motion picture rights and performance rights of every kind or nature, including, but not limited to, feature length motion picture, television, cable, and internet rights as well as film strips based on the story and film strips or motion pictures photographed directly from the book; phonograph and radio, audiotape, television, cable, or other broadcasting rights; publication of the Work and selections therefrom in anthologies, compilations, and digests; picturized book versions; microprint and microfilm versions; publication of the Work or derivative work in new media, utilizing a new technology, whether now known or hereafter devised; publication in part or combined with other works; publication in electronic multimedia versions, including the right to add sounds, images, or graphics and to distribute such editions by any electronic means, method, device, process, or medium; and any and all other rights which may not be herein described.

7. (b) THE AUTHOR ALSO GRANTS TO THE PUBLISHER the exclusive right to license, sell, or otherwise dispose of the following rights in the Work: electronic, including CD-ROM, CD-i, or online formats, mechanical, visual, and internet, intranet, or web formats, or any other electronic means of reproduction, dissemination, or distribution that exists or heretofore has not been established.

In the case of the rights specified in paragraph 7 (a) and 7 (b) above, the net proceeds of the Work after third party costs shall be shared equally between the Publisher and the Author and shall be paid on the regular royalty schedule specified in paragraph 9 (a) below.

In the event the Publisher exercises the rights set forth in paragraphs 7 (a) or (b) rather than licensing them to third parties, the Publisher agrees to pay a royalty equal to the royalty specified below for any print edition.

8. (a) THE PUBLISHER SHALL PAY TO THE AUTHOR: On each copy of print or electronic editions of the Work sold [except as provided in the subparagraphs following this paragraph (a)] a royalty of percentage of all sales of each edition or revision, domestic and foreign, as follows:

For all copies sold	10% of net sales
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The same schedule applies to hardcover, paperback, and electronic editions; however, hardcover, paperback, and electronic editions are computed separately.

This schedule includes all sales, both domestic and foreign.

8. (b) On copies of the Work sold by the Publisher, at a discount of between 50% and 70% from the publisher's retail price through channels outside of the ordinary wholesale and retail trade, other than remainders as described in Paragraph 8 (d), a royalty of one-half of the initial royalty specified in paragraph 8 (a).

8. (c) On copies of the Work sold by the Publisher, at a discount of 70% or more from the publisher's retail price, other than remainders as described in paragraph 8 (d), whether through normal trade channels or otherwise, a royalty of one-third the initial royalty specified in paragraph 8 (a).

8. (d) Remainder sales will not be eligible for royalties, but prior to sale to a remainder dealer the Publisher will make reasonable efforts to notify the Author and accord the Author the opportunity to purchase all or part of such overstock at the remainder price.

8. (e) On copies, bound or in sheets, sold for export at discounts of 60% or more, a royalty of one-half the initial royalty specified in paragraph 8 (a).

8. (f) No royalty will be paid on copies furnished without charge or for review, advertising, sample, promotion, or other similar purposes nor on copies furnished without charge to the Author as specified in paragraph 13 below.

8. (g) All sales subject to royalties under any of the provisions of this Paragraph 8 shall be computed net of returns.

8. (h) If more than one individual is designated as the Author, the royalty and all other monies due shall be divided between or among them as follows:

Fifty percent (50%) to A

Fifty percent (50%) to B

9. (a) FOLLOWING PUBLICATION THE PUBLISHER SHALL RENDER TO THE AUTHOR on June 30 of each year annual statements of account as of the preceding December 31. Each statement shall be accompanied by payment of all sums due thereon, including proceeds from the sale of any subsidiary rights. In reporting sales the Publisher may withhold a reasonable reserve for future returns. If in any annual period the total payments due are less than \$50.00, the Publisher may defer the rendering of statements and payments until such time as the sum of \$50.00 or more shall be due.

9. (b) The Author may, upon written request, examine the Publisher's books of accounts insofar as they relate to the Author's Work. Such examination shall be at the sole expense of Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author with respect to the period examined shall be found to Author's disadvantage, in which case, the reasonable cost of such examination shall be borne by Publisher.

10. 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, in the Publisher's opinion, benefit the sale of the Work. The Publisher also may authorize publication of the Work without charge and without royalty in Braille or by any other method primarily designed for the physically handicapped.

11. THE AUTHOR AGREES that for the duration of this contract, both prior to the publication of the Work and as long as the Work remains in print, he, she, or they will not author, co-author, or serve as general editor for a competing work or one that would substantially inhibit the sales of the Work named herein.

12. THE PUBLISHER MAY USE AND AUTHORIZE USE OF THE NAME, likeness, biography, and photograph of the Author in all media now known or later devised or discovered in connection with advertising, publicizing, licensing, promoting, and selling the Work. The Publisher may also give appropriate credit to contributors, editors, and new authors of the Work.

13. (a) ON PUBLICATION OF THE WORK the Publisher shall deliver to the Author 6 copies without charge, and the Author shall have the right to purchase further copies (but not for resale) at a discount of 50% from the Publisher's retail price, plus shipping and handling. These sales shall be royalty exclusive. Copies for resale may be purchased at a 25% discount. The Author may purchase other titles on the Publisher's list at a discount of 25% from the retail price.

13. (b) In the case of an edited volume, each contributor to the Work shall receive one copy of the Work without charge. (The Author must supply all current addresses in order for copies to be sent.) Contributors shall have the right to purchase further copies at a 50% discount.

14. IN THE EVENT THE PUBLISHER FAILS TO KEEP THE WORK in print (and for all purposes of this paragraph the Work shall be considered to be in print if it is on sale by the Publisher in any edition or if it is on sale in any edition licensed by the Publisher or available electronically or in a print on demand edition during the term of this Agreement) and the Author makes a written request of the Publisher to keep it in print, the Publisher shall, within sixty days after the receipt of request, notify the Author in writing whether or not the Publisher intends to do so. If the Publisher elects to do so, the Publisher shall have six months thereafter in which to comply. If the Publisher fails to comply (unless the failure is due to circumstances beyond the Publisher's control), or if Publisher does not desire to keep the Author's Work in print, then this Agreement shall terminate and all rights shall revert to Author.

15. (a) IN ORDER TO KEEP THE WORK UP TO DATE the Author shall, if requested by the Publisher, revise the Work for new editions while this Agreement is in effect and shall supply any new matter that may be needed to that end. All terms of this Agreement shall apply to those new editions or revisions, including payment of royalty at the original schedule of rates provided for the first edition, but excluding payment of any grants or advances.

15. (b) In the event the Author is unwilling or unable by reason of death or otherwise to revise the Work or to supply new matter in a form satisfactory to the Publisher, the Publisher may select some other person to edit or revise the Work or supply new matter and may deduct the expense thereof (including royalties to such other person) from the royalties payable to the Author and in such revised edition may describe such person as editor or co-author. Where the Author for any reason fails to prepare the manuscript satisfactory to the Publisher for revision for the new edition and the Publisher selects a reviser, the Publisher shall pay royalties as follows: On the first revised edition, the selected reviser and the Author shall divide the royalties equally. On the second revised edition, the Author shall receive one-quarter of the royalties, and the reviser shall receive three-quarters of the royalties. On all subsequent revisions the reviser shall receive all royalties.

16. EXCEPT FOR loss or damage due to the Publisher's own negligence, the Publisher shall not be responsible for loss or damage of any of the Author's property, including the manuscript of the Work, and the liability for any such loss or damage shall in no event exceed the amount payable to the Publisher under any insurance carried by the Publisher covering such loss.

17. THIS AGREEMENT shall be deemed made in, and shall be in all respects interpreted, construed, and governed by the laws of the State of Maryland; and the parties agree to litigate any controversy, claim, or dispute arising out of or in connection with this Agreement or the breach thereof solely in the Maryland Court of Appeals, which the parties agree shall have exclusive jurisdiction to which the parties hereby submit.

18. ANY NOTICE CALLED FOR in this Agreement shall be sent by mail to the Author or to the Publisher at the address set forth above. Either party may designate a different address by notice given in the same manner.

19. THE WAIVER of a breach of, or of a default under, any of the terms of this Agreement shall not be construed a waiver of any subsequent breach or default. No waiver or modification of this Agreement shall be valid unless in writing and signed by the party to be charged.

20. THIS AGREEMENT shall inure to the benefit of and be binding upon the Author, the Author's heirs, personal representatives, and assigns and upon the Publisher, its successors, and assigns. The Author shall not have the right to assign this Agreement without the Publisher's written approval except that the Author shall have the right to assign any monies due the Author without such approval upon prior written notice to the Publisher. The Publisher shall have the right, without approval of the Author, to assign this Agreement.

21. ALL RIGHTS AND LICENSES granted or assigned by the Publisher, pursuant to this Agreement, to any division, affiliate, subsidiary, or parent company or successor of Rowman & Littlefield, shall be construed as though the Work was still in the Publisher's hands; and all parts of this Agreement would still be in full force and effect.

22. IF MORE THAN ONE INDIVIDUAL IS DESIGNATED AS AUTHOR of the Work, then all obligations and indemnifications are joint and several.

23. THIS AGREEMENT CONSTITUTES THE WHOLE AGREEMENT between the Author and the Publisher and supersedes all preexisting agreements or arrangements, written or oral, between the parties relating to the subject matter of this Agreement.

24. THIS CONTRACT OFFER is valid if signed within ninety days of the issue date on page one.

By _____ Date: _____
Rowman & Littlefield Publishers, Inc.

Accepted and Agreed to: _____

Date: _____ Social Security Number: _____

Citizenship: _____ Date of Birth: _____

Preferred mailing address:

Phone number:

E-mail address:
