

**DATED << >>**

**(1) << >>**

**(2) << >>**

## **AUTHOR'S ROYALTY AGREEMENT**

**THIS AGREEMENT** is made the <<insert day>> day of <<insert month>> <<insert year>>

**BETWEEN:**

- (1) <<Name of Publisher>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Publisher") and
- (2) <<Name of Author>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> ("the Author")

**WHEREAS:**

- (1) The Publisher wishes to engage the Author to write an original [literary] **OR** [dramatic] work entitled '<<insert title>>' (the "Work").
- (2) The Author wishes to write the Work and deliver it to the Publisher in accordance with the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**"Advance"** means a recoupable advance payable on account of Royalties in accordance with sub-Clause 5.1; and

**"Royalty / Royalties"** means payments due to the Author in accordance with Clauses 5 and 6.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

- 1.2.3 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

- 1.2.4 a Schedule is a schedule to this Agreement;

- 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and

- 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.

- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

- 1.4 Words imparting the gender of a person shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

## 2. The Work

- 2.1 The Publisher hereby engages the Author to write the original [literary] **OR** [dramatic] work entitling the Author to not less than <<insert number>> page(s) of text [and <<insert number>> page(s) of illustrations] (the "Work") and the Author hereby agrees to create the Work and deliver it to the Publisher in accordance with the terms of this Agreement.
- 2.2 The Work shall be <<insert description of the Work e.g. original work of fiction, biography etc.>> and shall be based on the original outline of the Work written by the Author [date <<insert date>>] **OR** [submitted to the Publisher on <<insert date>>] [at the request of the Publisher] [subject to the Publisher's requirements>>].
- 2.3 The illustrations in the Work shall be [selected by the Author] **OR** [selected by the Publisher] from <<specify sources>>].
- 2.4 The Author shall copy the Work in clearly typed and legible type. The Author shall deliver to the Publisher two copies of a clearly typed and legible typescript of the Work no later than <<insert date>>. It shall be the responsibility of the Author to keep duplicate copies of all material submitted to the Publisher. The Publisher undertakes to take all reasonable steps to protect the Work in the Publisher's possession and to indemnify the Author for loss or destruction of any material submitted to the Publisher.
- 2.5 Within <<insert period>> of the delivery of the typescript of the Work the Publisher shall have the right to notify the Author of changes to the Work and the Author shall be required to incorporate such changes. If the Author does not agree to such changes of notification effect such changes shall be at the Author's expense. The Author shall deliver to the Publisher two copies of the revised Work incorporating the changes and/or corrections within <<insert period>> of the date of notification.
- 2.6 If, in the opinion of the Publisher, an index is required for the Work and the Author does not wish to prepare one, the Publisher may engage a third party to prepare an index and the costs of such engagement shall be borne equally by the Author and the Publisher, the amount of the Author's share being <<insert amount>> payable to the Author under this Agreement.
- 2.7 The Author shall obtain the necessary permissions in a form satisfactory to the Publisher for all quotations and other material used in the Work. The Author shall deliver copies of the permissions to the Publisher on the date referred to in the permissions.
- 2.8 The Publisher shall not be liable for any sums payable in relation to illustrations or other material used in the Work, unless such sums are agreed between the Publisher and the Author up to the date of delivery of the Work and any additional sums payable in relation to illustrations or other material used in the Work shall be the responsibility of the Author and shall either be paid by the Author or, if agreed between the Author and the Publisher, shall be advanced by the Publisher, shall be advanced by the Publisher, shall be payable to the Author under this Agreement.

### 3. Editing, Corrections and

3.1 The Author shall r  
submitted to the A  
clearly marked cor  
[time being of the e  
all corrections and a  
10% of the cost of c  
artwork and the Pu  
sums which may be  
prejudice to the Pu  
the amount of Adva  
Author shall within  
to the Publisher the

3.2 All copies of the W  
copyright notice:

<<insert wording of

3.3 The Author asserts  
the title page and co

<<insert form of ide

and the Publisher u  
sub-publishers and  
Author acknowledg  
by any third party to  
Publisher of this Ag  
the Author shall not  
of the Author shall b

3.4 The Author acknow  
for the Publisher to  
order to make corr  
style and for the pu  
any material which  
or which might dam  
the purpose of com  
for other general  
exercise by the Pu  
exercise shall not b  
derogatory treatmen

3.5 If it is necessary in  
legal adviser, the c  
be borne equally b  
Author's share beir  
Agreement.

### 4. Rights

4.1 The Author assign  
contingent or future  
4.2) and all rights o  
whether now known  
at any time after the

approve all proofs of the Work  
and shall return to the Publisher  
insert period>> days from receipt  
The Author shall bear the cost of  
r than printer's errors in excess of  
g of the Work and/or origination of  
ght to deduct such costs from any  
pursuant to this Agreement without  
mount of such extra costs exceeds  
nor pursuant to this Agreement the  
from demand by the Publisher pay  
extra costs exceed the Advances.

blisher shall contain the following

identified in relation to the Work on

th such request and to require all  
ly with and honour this right. [The  
vertent failure by the Publisher or  
on shall constitute a breach by the  
nt of any breach of this Clause 3  
junctive relief and the sole remedy

ary for the purposes of publication  
iterations to the text of the Work in  
ormity with the Publisher's house  
nslations of the Work or removing  
he Publisher, be actionable at law  
ation or business interests and for  
the Publisher's legal advisers and  
and the Author consents to the  
d agrees that the product of such  
sidered a distortion, mutilation or

sher for the Work to be read by a  
ding and subsequent advice shall  
nd the Author, the amount of the  
payable to the Author under this

entire copyright whether vested,  
he rights referred to in sub-Clause  
nts of whatever nature in the Work  
to which the Author is now or may  
be entitled by virtue of or pursuant



- been returned; and
- 5.2.2.2 <<insert>> the Publisher's receipts in relation to all editions of the Work which have been sold and paid for and are not returned] OR [the provisions of sub-Clause 6.2);
- 5.2.3 in relation to the first edition of the Work published at not less than two-thirds of the published price or any special hardback edition of the Work published under the Publisher's imprint <<insert>> the price on all copies of the Work in such edition and paid for and are not returned] OR [the provisions of sub-Clause 6.2);
- 5.2.4 on sales of the Work in paperback in the United Kingdom and the Irish Republic
- 5.2.4.1 <<insert>> the published price on the first edition of the Work which have been sold and paid for and are not returned] OR [the provisions of sub-Clause 6.2);
- 5.2.4.2 <<insert>> the published price on all editions of the Work which have been sold and paid for and are not returned] OR [the provisions of sub-Clause 6.2);
- 5.2.5 on overseas sales of the Work in paperback format a Royalty of <<insert>> the published price] OR [the Publisher's receipts];
- 5.2.6 in relation to the Publisher's receipts in relation to the Work sold by the Publisher to book clubs;
- 5.2.6.1 <<insert>> the Publisher's receipts in relation to book clubs;
- 5.2.6.2 <<insert>> the Publisher's receipts in relation to book clubs;
- 5.2.7 in relation to the Work in e-book format:
- 5.2.7.1 <<insert>> the base price and deductions if

## 6. Specific Royalty Provisions

- 6.1 [Where the Publisher has granted publishing rights in the Work in <<insert>> the following provisions shall apply:
- 6.1.1 if the Publisher has granted paperback rights in the Work to a publisher in <<insert>> the United Kingdom>> publisher, the Publisher shall pay to a commission of <<insert>> the percentage of the net sales of the Work by the <<insert>> publisher in relation to the Work and shall remit the same to the Author after the recovery of the sums to which the Author is entitled pursuant to this Agreement;
- 6.1.2 if the Publisher has granted paperback rights in the Work to a publisher in <<insert>> the United Kingdom>> publisher, the Publisher shall pay to a commission of <<insert>> the percentage of the net sales of the Work by the <<insert>> publisher in relation to the Work and shall remit the same to the Author after the recovery of the sums to which the Author is entitled pursuant to this Agreement;

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percentage>  
relation to s  
where the ap

receipts from such sale except in  
re than <<insert percentage>>%  
ll be <<insert percentage>>%.]

6.2 On reprints of less  
Royalty percentage  
5.2.4.2 shall be the  
5.2.2.1 and 5.2.4.1.

g. 1500>> copies of the Work the  
sub-Clauses 5.2.1.2, 5.2.2.2 and  
ages specified in Clauses 5.2.1.2,

6.3 No Royalties shall  
Author or distribute  
as review copies of  
which the Publisher

of the Work sold or given to the  
blicity or advertising or distributed  
which are lost or destroyed or for  
nt.

## 7. Publication

7.1 Subject to the Acc  
remaining provision  
the Work to the cus  
of the Publisher and  
Author advance not

r of the Work and subject to the  
e Publisher undertakes to publish  
Publisher at the cost and expense  
reasonable endeavours to give the  
e.

7.2 It is the intention o  
Work in [hard] OR  
£<<insert sum>> bu  
an obligation on the  
of the first or a  
acknowledges that  
relation to the pro  
limitation, print runs

<<insert quantity>> copies of the  
with an anticipated retail price of  
his sub-Clause 7.2 shall constitute  
relation to the print run or pricing  
of the Work and the Author  
ve sole control of all matters in  
of the Work including, without  
editions.

7.3 The Publisher shall  
the Work on first  
paperback edition u  
have the right to pu  
percentage>>% of t  
but not for resale pu

<<insert quantity>> free copies of  
format [and in the case of any  
free copies] and the Author shall  
r copies at a discount of <<insert  
for the personal use of the Author

## 8. Author's Warranties

The Author represents war

rees with the Publisher as follows:

8.1 the Author is the s  
absolute legal and b  
whatsoever in the  
material times durin  
meaning of the Cop

and is the sole, unencumbered,  
nts of copyright and all other rights  
rld and is and shall remain at all  
rk a 'qualifying person' within the  
nts Act 1988 Section 154;

8.2 the Author has no  
otherwise disposed  
Work except purs  
agreement or arra  
under this Agree  
the Author's obligat

red or licensed or transferred or  
ht or any other rights in or to the  
and has not entered into any  
onflict with the Publisher's rights  
the performance by the Author of  
nt;

8.3 the Work is original  
of copyright, moral

not and shall not infringe any right  
r right of publicity or personality or

- any other right whatsoever
- 8.4 the Work is not unlawful, obscene, blasphemous or offensive to religion or public order, does not contain any material which has been or may be the subject of an Investigatory Powers Act 2016 or any analogous foreign legislation, and its publication in the Work would if published constitute a contempt of court;
- 8.5 all statements purporting to be statements of fact in the Work are true and correct and no person has been or may be damaged or injured by the Work will, if followed or implemented by any person, cause damage or injury to them or any other person;
- 8.6 there is no present or prospective proceeding or litigation in respect of the Work or the title of the Work or the ownership of the Work which may in any way impair, limit, inhibit, diminish or prejudice all of the rights granted to the Publisher in this Agreement;
- 8.7 copyright in the Work shall throughout the full period of copyright protection be valid and subsist in the laws of the United Kingdom [and <<insert additional provisions of the Berne Convention for the Universal Copyright Convention>>] [and the provisions of the Berne Convention for the Universal Copyright Convention];
- 8.8 the Author shall not make any statement in connection with the Work or the business of the Publisher which might prejudice or damage the reputation of the Publisher or the successful exploitation of the Work;
- 8.9 the Author undertakes to indemnify the Publisher and keep the Publisher at all times fully indemnified against all actions, proceedings, claims, demands, costs (including the legal costs of the Publisher and own client basis) awards or damages however caused or suffered by the Author's undertakings, warranties or obligations under the Work.

## 9. Acceptance and Rejection

- 9.1 Following receipt of the Work and any revisions requested, the Publisher agrees to examine the Work and any revisions (such as the typescript and revisions) by the Publisher in the light of its publication schedule and to give the Author notice of acceptance or rejection of the Work or advise the Author of the reasons for rejection of the Work or advise the Author of the reasons for rejection of the Work which the Publisher requires to be made.
- 9.2 If the Work contains any statement which, in the opinion of the Publisher, might be actionable at law or might otherwise prejudice the Publisher's reputation or business interests, the Publisher may:
- 9.2.1 give the Author notice of the reasons for rejection of the Work (notwithstanding any provisions of sub-Clause 9.1); or



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- 9.2.2 request the necessary o
- 9.2.3 make such appropriate.

changes to the Work as may be potential action or damage; and/or work as the Publisher considers

9.3 In the event that:

- 9.3.1 the Author f other materi provisions of
- 9.3.2 following the Author refus satisfactory t
- 9.3.3 the Publishe
- 9.3.4 an event be opinion of th the Work;

script of the Work together with all Agreement in accordance with the

pursuant to sub-Clause 9.2.2 the such changes to the Work as are

of rejection of the Work; or

Publisher shall prevent or, in the ult or impossible the publication of

the Publisher shall specifying such fac the Publisher from a

e notice in writing to the Author notice by the Author shall release er this Agreement.

- 9.4 Where the Publishe 9.3 on the grounds rejection by the Pu repay to the Publi Agreement and the publishers and the publisher] the right upon the repayment under this Agreeme

the Author pursuant to sub-Clause of the Author to make changes or l within <<insert period>> weeks y paid to the Author under this re-submit the Work to third party to [the Author] OR [any third party sher pursuant to this Agreement ums previously paid to the Author

10. **Accounts**

- 10.1 The Publisher shall sums due to the A submit to the Autho <<insert date>> of payable to the Au statement of accou Authors and] shall amount shown to be

records relating to the payment of Agreement and shall prepare and > days from <<insert date>> and of account in relation to all sums ing 6 month period. Each such recommended by the Society of ment in favour of the Author in the

- 10.2 The Publisher shall Author all sums rec other tax pursuant of royalties to the restrictions in any Author, deposit the name of the Author reimbursement by incurred in so doing

t and retain from payments to the retained by way of withholding or y. In the event that the remittance by reason of exchange control blisher shall, if requested by the to the Author in an account in the question subject to the payment or sher, of the administrative costs

- 10.3 If any bona fide cl matters relating to

relation to the Work or any of the pursuant to this Agreement the

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Publisher shall be entitled to suspend the Agreement, to suspend or to retain such sums but not to pay them until the withdrawal of the sums by the insurers of such claim.

to any of its rights under this Agreement, to suspend or to retain such sums but not to pay them until the withdrawal of the sums by the insurers of such claim.

- 10.4 Value Added Tax sums payable to the Publisher shall be payable in addition to the sums payable to the Publisher subject to the production of a full accurate and correct Value Added Tax invoice and country prefix details as the Publisher may require.

able, be payable in addition to the sums payable to the Publisher subject to the production of a full accurate and correct Value Added Tax invoice and country prefix details as the Publisher may require.

## 11. Notices

- 11.1 All notices under this Agreement shall be given in writing and be deemed duly given if signed by the Party to whom they are addressed or by a duly authorised officer thereof, as appropriate.

writing and be deemed duly given if signed by the Party to whom they are addressed or by a duly authorised officer thereof, as appropriate.

- 11.2 Notices shall be deemed to have been given:

given:

- 11.2.1 when delivered by hand to the registered office of the Party to whom they are addressed;

by hand to the registered office of the Party to whom they are addressed; or

- 11.2.2 when sent, by post, by registered mail, by electronic transmission or by any other means of communication;

by post, by registered mail, by electronic transmission or by any other means of communication;

- 11.2.3 on the fifth business day after the date of the mailing, if mailed by national ordinary mail;

on the fifth business day after the date of the mailing, if mailed by national ordinary mail;

- 11.2.4 on the tenth business day after the date of the mailing, if mailed by airmail, postage prepaid;

on the tenth business day after the date of the mailing, if mailed by airmail, postage prepaid;

- 11.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address or facsimile address notified to the other Party.

be addressed to the most recent address, e-mail address or facsimile address notified to the other Party.

## 12. No Waiver

The Parties agree that no failure to enforce any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not constitute a continuing waiver of the right to subsequently enforce that provision or any other provision of this Agreement.

to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not constitute a continuing waiver of the right to subsequently enforce that provision or any other provision of this Agreement.

## 13. Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that provision shall be deemed to be severed from the remainder of this Agreement and the remainder of this Agreement shall remain enforceable.

or more of the provisions of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be severed from the remainder of this Agreement. The remainder of this Agreement shall remain enforceable.

## 14. Law and Jurisdiction

- 14.1 This Agreement (including any dispute arising therefrom or associated with its performance) shall be governed by, and construed in accordance with, the law of the United Kingdom.

ual matters and obligations arising from this Agreement shall be governed by, and construed in accordance with, the law of the United Kingdom.

accordance with, the  
14.2 Any dispute, contro  
this Agreement (inc  
therefrom or associ  
of England and Wal

ales.

claim between the Parties relating to  
ual matters and obligations arising  
within the jurisdiction of the courts

**IN WITNESS WHEREOF** this Ag  
before written

executed the day and year first

SIGNED by  
<<Name and Title of person signing  
for and on behalf of <<Publisher's

In the presence of  
<<Name & Address of Witness>>

SIGNED by  
<<Name and Title of person signing  
for and on behalf of <<Author's Na

In the presence of  
<<Name & Address of Witness>>

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