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AUTHOR'S AGREEMENT

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THIS AGREEMENT is made the

BETWEEN:

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

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless otherwise requires, the following expressions have the meanings set out below:

"Acceptance"

the Work pursuant to Clause 13;

"Advance"

sums paid in Clause 6 which shall be net of any sums payable to the Author

"Book Club Sales"

copies or sheets of the Work or the rights to the Work to any book club;

"Out of Print"

not available in any catalogue of the Publisher or otherwise;

"Publication Rights"

exclusive right to print and/or publish the Work in any form in paperback or hardcover or other electronic format] and the right to do so;

"Published Price"

price recommended by the Publisher in any catalogue of the Work exclusive of any sums payable added or other taxes (if any)

"Publisher's Receipts"

sums received directly and identifiably by the Publisher in sterling in the United Kingdom by sums paid for the use of the Work or paid for the production of the Work or other pre-print materials) in exercise of Publication Rights and as set out in Clauses 9 and 10 the net of any sums payable on each such category being the basis.

1.2 The following terms shall have the meanings indicated: in this Agreement in the place indicated:

“Advance”

“Editors”

“Royalties”

“Subsidiary Rights”

“Work”

- 1.3 Unless the context of the Agreement requires otherwise, any reference in this Agreement to:
- 1.3.1 “writing”, and any reference to a work in any form, includes a reference to any electronic or facsimile transmission or similar means of communication;
 - 1.3.2 a statute or regulation, includes a reference to that statute or regulation as amended or re-enacted at the relevant time;
 - 1.3.3 “this Agreement”, includes this Agreement and each of the Schedules attached hereto at the relevant time;
 - 1.3.4 a Schedule includes any Schedule to the Agreement;
 - 1.3.5 a Clause or paragraph of a Schedule (other than Clause 1.3.5 and paragraph 1.3.5.1 of Schedule 1) includes the Clause or paragraph as amended or re-enacted at the relevant time;
 - 1.3.6 a “Party” or “parties” includes the parties to this Agreement.
- 1.4 The headings used in the Agreement are for convenience only and shall have no effect upon the interpretation of the Agreement.
- 1.5 Words imparting the singular include the plural and vice versa.
- 1.6 References to any gender include the other gender.
- 1.7 All warranties and conditions implied by law in relation to the Agreement shall survive the termination or expiry of the Agreement whether or not the Agreement is terminated or expires.
- 1.8 The word ‘Work’ shall include literary, dramatic, musical and artistic material in any form, including material drafts, revisions, revised editions, and material selected or compiled by the Author or selected by the Publisher.
- 1.9 The word ‘copyright’ shall include copyright, patent, design right, database right, moral rights, and any other intellectual property rights subsisting under the laws of the United Kingdom and any other country or territory and every jurisdiction.

2. The Work

- 2.1 The Publisher engages the Author to create the original [literary] OR [dramatic] Work entitled ‘<<insert title>>’ of no more than <<insert number>> pages of text and <<insert number>> illustrations (“the Work”) and the Author undertakes to write and deliver the Work to the Publisher in accordance with the provisions of this Agreement.
- 2.2 The Work shall be a work of fiction or biography or history or events etc.>> and shall be based on the original outline provided by the Author [dated <<date>>] OR [submitted to the Publisher on <<date>>] and shall <<insert additional details>>

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2.3 The illustrations of the Author in consu

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2.7 The Author shall ob
Publisher signed
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shall deliver original
in sub-Clause 2.4.
consents, releases,
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9. The Author sha
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2.8 The Publisher shall
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be paid by the Auth
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Agreement.

3. **Editing, Corrections and**

3.1 The Publisher shall
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introduction and co
Author's views.

3.2 The Author shall r
submitted to the A
clearly marked cor

al to the Author] **OR** [selected by
from <<specify sources>>].

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ater than <<date>>. It shall be the
e and backup copies of all material
Publisher undertakes to take all
of the Work in the Publisher's
bility for loss or destruction of any

to the Publisher of the typescript
ht to notify the Author of changes
in the Work and the Author shall
of notification effect such changes
er to the Publisher two copies of a
k containing the changes and/or

is required for the Work and the
paration of an index the Publisher
nd the costs of such engagement
the Publisher, the amount of the
payable to the Author under this

sions in a form satisfactory to the
s in relation to all quotations,
erty material used in the Work and
e Publisher on the date referred to
y confirms that the benefit of all
ed by the Author shall extend to
m for which the Publication Rights
s Agreement, as set out in Clause
writing on the date referred to in
s who have made suggestions for
the identity of all persons whose
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ns agreed between the Publisher
d any additional sums payable in
bility of the Author and shall either
f the Publisher, shall be advanced
payable to the Author under this

n relation to the copy editing of the
ions, the jacket design and the
e good faith consideration to the

approve all proofs of the Work
and shall return to the Publisher
insert period>> days from receipt

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all corrections and a
10% of the cost of c
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Author shall within
to the Publisher the

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
r pursuant to this Agreement the
rom demand by the Publisher pay
extra costs exceed the Advances.

- 3.3 All copies of the W
copyright notice:

blisher shall contain the following

"<<conform to reflect

rmained by Clause 9>>"

- 3.4 The Author asserts
the title page and co

identified in relation to the Work on
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"<<insert form of ide

and the Publisher u
sub-publishers and
acknowledges that
third party to com
Publisher of this A
breach of this Clau
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th such request and to require all
honour this right. The Author
failure by the Publisher or by any
shall constitute a breach by the
s rights and in the event of any
have the right to seek injunctive
l be a claim for damages.

- 3.5 The Author acknow
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for other general
exercise by the Pu
exercise shall not b
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text to the Publisher's house style
translations of the Work or removing
e Publisher be actionable at law or
tion 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

- 3.6 The Publisher unde
purpose of exploit
exploiting translatio
shall not be unreason

e title of the Work [except for the
ert territory>> or authorising or
the consent of the Author which

- 3.7 The Publisher shall
size of all print runs

Author, disclose to the Author the
y the Publisher.

- 3.8 If it is necessary in
legal adviser the co
be borne equally b
Author's share bein
Agreement.

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

4. Publication

- 4.1 Subject to the Acc
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the Work to the cus

r of the Work and subject to the
e Publisher undertakes to publish
Publisher at the cost and expense

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of the Publisher on
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may be indicated by the Publisher

4.2 It is the intention of
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in this sub-Clause 4
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Work and the Autho
of all matters in rela
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for publish electronically] <<insert
[k] OR [paper back] OR [e-book]
insert price>> but nothing contained
igation on the part of the Publisher
st or any subsequent edition of the
e Publisher shall have sole control
d publication of the Work including
prints and editions marketing price
nd terms of sale.

4.3 If the Publisher has
Work (or any revis
writing within <<ins
United Kingdom re
revised version to
such material ava
representative from
prepaid post.

ession the original typescript of the
thor gives the Publisher notice in
st publication of the Work in the
return such original typescript or
r shall at its election either make
y the Author or the Author's
er or despatch it to the Author by

4.4 The Publisher shall
the Work and shall
notice of such date.

h relation to the publication date of
avours to give the Author advance

4.5 The Publisher shall
the Work on first
paperback edition u
any e-book edition
have the right to pu
percentage>>% of
but not for resale pu

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

5. Promotion

5.1 The Author shall s
other information re
provide the Publish
might be suitable re

h details of suitable persons and
advertising of the Work and shall
ed individuals and periodicals who
s of the Work.

5.2 The Publisher shall
without the consent

ing inserts in copies of the Work

5.3 The Publisher shall
the Author in adver
the purposes of pro

e name, likeness and biography of
ial relating to the Work but not for

6. Advance

Subject to and conditional
all the undertakings and
Agreement, the Publisher
("the Advance") of £<<inse

e and observation by the Author of
of the Author contained in this
e Author the recoupable advance
oyalties which shall be payable:

6.1 as to £<<insert sur
Author acknowledge

Agreement, receipt of which the

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- 6.2 as to £<<insert sum>> Work; and
6.3 as to £<<insert sum>> the Work.

7. Royalties

Subject to, and conditional upon, the acceptance and observation by the Author of all the undertakings and covenants of the Author contained in this Agreement the Publisher shall pay to the Author the following sums ("Royalties"):

- 7.1 on sales of hardback copies of the Work in the United Kingdom and the Irish Republic and on overseas sales of copies of the Work at discounts of less than 15%:
- a) <<insert percentage>> of the Published Price on the first <<insert number>> copies of the Work which have been sold and paid for and are not returned;
 - b) <<insert percentage>> of the Published Price on all subsequent copies of the Work which have been sold and paid for and are not returned (subject to sub-Clause 8.2);
- 7.2 on sales of hardback copies of the Work overseas at discounts:
- a) <<insert percentage>> of the Publisher's Receipts in relation to the first <<insert number>> copies of the Work which have been sold and paid for and are not returned;
 - b) <<insert percentage>> of the Publisher's Receipts in relation to all subsequent copies of the Work which have been sold and paid for and are not returned (subject to sub-Clause 8.2);
- 7.3 in relation to any hardback edition of the Work published at not less than two-thirds of the original Published Price of a special hardback edition of the Work bearing the title <<insert percentage>>% of the Published Price on all copies of such editions which have been sold and paid for and are not returned (subject to sub-Clause 8.2);
- 7.4 on sales of copies of the Work in the United Kingdom and the Irish Republic:
- a) <<insert percentage>> of the Published Price on the first <<insert number>> copies of the Work which have been sold and paid for and are not returned;
 - b) <<insert percentage>> of the Published Price on all subsequent copies of the Work which have been sold and paid for and are not returned (subject to sub-Clause 8.2);
- 7.5 on overseas sales of copies of the Work in paperback format a royalty of <<insert percentage>> of the [the Published Price] OR [the Publisher's Receipts];
- 7.6 in relation to Book Clubs:
- a) <<insert percentage>> of the Publisher's Receipts in relation to all copies of the Work sold by the Publisher to book clubs;

- b) <<insert percentage>> of the Publisher's Receipts in relation to sales of hardcover and paperback books; and
- 7.7 in relation to sales of hardcover and paperback books: <<specify royalty percentage>> of the Publisher's Receipts in relation to sales of hardcover and paperback books; and deductions if appropriate>>.
8. **Specific Royalty Provisions**
- 8.1 Where the Publisher shall be entitled to exercise all or part of the Copyright and related rights in the Work in <<insert territory>> the following shall apply:
- a) if the Publisher shall be entitled to exercise all or part of the Copyright and related rights in the Work in <<insert territory>> the Publisher shall be entitled to a commission of <<insert percentage>>% of all sums paid by the Publisher in relation to the Work and shall remit the balance of sums received after the recovery of all sums to the Author in accordance with this Agreement; and/or
- b) if the Publisher shall be entitled to exercise all or part of the Copyright and related rights in the Work in <<insert territory>> the Author shall be entitled to receive a commission of <<insert percentage>>% of the Publisher's Receipts from sales of hardcover and paperback books in <<insert territory>> in excess of the applicable percentage shall be <<insert percentage>>.
- 8.2 On reprints of less than <<insert number>> copies of the Work the royalty percentages payable shall be the same as those set out in Clauses 7.1(b), 7.2(b) and 7.4(b) shall be the same as those set out in Clauses 7.1(a), 7.2(a) and 7.4(a).
- 8.3 No royalties shall be payable to the Author for the Work sold or given to the Author for review or distributed for the purpose of advertising or distributed as promotional copies which are lost or destroyed or for any other reason.
9. **Rights**
- 9.1 The Author grants to the Publisher an exclusive licence to exploit the Work in the [world] OR [territory of <<insert territory>>] from time to time existing under the laws in force in a particular territory, including all reversions, renewals, extensions and amendments, commencing on the date of this Agreement and terminating <<insert number>> years from the delivery date of the Work.
- 9.2 The Publisher confirms that all copy editing in relation to the Work shall be undertaken by the Publisher or persons who are contracted to the Publisher and shall assign to the Publisher the entire copyright in relation to the Work (including the services of such persons ("the Editors") and the Publisher shall assign to the Author of all rights of copyright in the Work, and amendments to the Work made by the Editors, shall be made at the suggestion of the Editors.
- 9.3 The Publisher confirms that the following rights are reserved to the Author:

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a) all reprographic rights subsisting in the published edition;

the Work (other than reprographic or typographical arrangement of the text) shall vest in the Publisher);

b) all rights of Lending Right in the Work throughout the world.

the Work pursuant to the Public Lending Right legislation in any part of the world;

All rights reserved in the Work pursuant to Clause 9.4 and Clause 9.5.

subject to the provisions of sub-Clause 9.5.

9.4 The Author warrants that the Author is a member in good standing of the Authors' Licensing and Collecting Society and warrants that the Authors' Licensing and Collecting Society and its overseas affiliated societies may be approved by both the Author and Publisher for the exercise of the exclusive right to authorise the reproduction of the Work for reprographic exploitation.

the Author is a member in good standing of the Authors' Licensing and Collecting Society and warrants that the Authors' Licensing and Collecting Society and its overseas affiliated societies may be approved by both the Author and Publisher for the exercise of the exclusive right to authorise the reproduction of the Work for reprographic exploitation.

10. Subsidiary Rights

10.1 The Author appoints the Publisher as the Author's sole and exclusive agent of the Author during the [period of <<insert period>> years from the date of publication] to sell and exploit and enter into contracts and other arrangements with third parties of the Subsidiary Rights in relation to the exercise by third parties of the Subsidiary Rights. In consideration of such appointment the Publisher shall pay to the Author the applicable percentages of Publisher's Receipts in relation to each such Subsidiary Right as set out in sub-Clause 10.2 arising in relation to the exercise by third parties of the Subsidiary Rights.

sole and exclusive agent of the Author during the [period of <<insert period>> years from the date of publication] to sell and exploit and enter into contracts and other arrangements with third parties in relation to the exercise by third parties of the Subsidiary Rights. In consideration of such appointment the Publisher shall pay to the Author the applicable percentages of Publisher's Receipts in relation to each such Subsidiary Right as set out in sub-Clause 10.2 arising in relation to the exercise by third parties of the Subsidiary Rights.

10.2 The applicable percentages of Publisher's Receipts referred to in sub-Clause 10.1 are as follows:

Receipts referred to in sub-Clause 10.1 are as follows:

Subsidiary Right
Anthology and Quotation Rights
Book Club Rights
Braille Rights
Computer Game Rights
Digest Rights
Educational Rights
First Serial Rights
Information Storage and Retrieval Rights
Merchandising Rights
Motion Picture and Television Rights

Publisher's Receipts
<<insert percentage>>% Publisher's Receipts
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Other Rights	<<insert percentage>>% Publisher's Receipts
Paperback Rights	<<insert percentage>>% Publisher's Receipts
Radio Rights	<<insert percentage>>% Publisher's Receipts
Reading Rights	<<insert percentage>>% Publisher's Receipts
Reprint Rights	<<insert percentage>>% Publisher's Receipts
Second and Subsequent Rights	<<insert percentage>>% Publisher's Receipts
Single Issue Rights	<<insert percentage>>% Publisher's Receipts
Sound Recording Rights	<<insert percentage>>% Publisher's Receipts
Translation Rights	<<insert percentage>>% Publisher's Receipts
<<insert territory>>	<<insert percentage>>% Publisher's Receipts

- 10.3 In authorising the exercise of the right to grant licences in the Work, the Author shall have the obligation to administer the rights and to ensure that the Publisher's obligation to administer thereunder shall survive the expiry or termination or termination of the licence. In exercising its Ancillary Rights the Publisher shall have the right to and including the full period of the term of the licence and its sole and exclusive rights and the right to collect all income arising from such licences irrespective of the expiry or termination of the licence as provided in sub-Clause 9.1 or the expiry or termination of the licence as agent.

11. Author's Warranties

The Author represents and warrants to the Publisher as follows:

- 11.1 the Author is the sole and exclusive author of the Work and the sole, unencumbered, owner of all rights of copyright and all other rights in the Work and is and shall remain at all times a 'qualifying person' within the meaning of the Copyright, Designs and Patents Act 1988 Section 154;
- 11.2 the Author has not previously assigned, transferred or licensed or transferred or otherwise disposed of any or any other rights in or to the Work and has not entered into any agreement or arrangement which may conflict with the Publisher's rights in the performance by the Author of the Work;
- 11.3 the Work is original and does not infringe any right of copyright, moral rights or any other right whatsoever;
- 11.4 the Work is not, and does not contain, any defamatory, obscene or blasphemous or otherwise unlawful material which has been or may be subject to UK data protection legislation (including, but not limited to, the Data Protection Act 2018 and the UK GDPR), the Investigatory Powers Act 2016 or the Regulation of Investigatory Powers Act 2000.

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Act 2000, the Patents Act 2003, the Copyright Regulations 2003, the Copyright Designs and Patents Act 1988 or any other UK or foreign legislation shall constitute a contempt of court.

Communications (EC Directive) 90/269 or any analogous domestic or foreign legislation shall constitute a contempt of court in the Work would if published

- 11.5 all statements purporting to be true and correct and no advice, recipe, formula or other information contained in the Work will if followed or implemented by any person cause damage or injury to them or any other person;
- 11.6 there is no present or future 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, diminish or deprive the Author of all of the rights granted to the Author by the Publisher in this Agreement;
- 11.7 copyright in the Work shall remain the property of the Author and shall without the full period of copyright protection be valid and enforceable under the laws of the United Kingdom and of the Berne Convention and/or the Universal Copyright Convention;
- 11.8 the Author shall not make any statement in connection with the Work to the public except to the professional advisers of the Author or the business of the Publisher, and shall not make any statement in connection with the Work which might prejudice or damage the successful exploitation of the Work by the Publisher or the successful exploitation of the Work by the Publisher and keep the Publisher at all times fully indemnified in respect of all actions, proceedings, claims, demands, costs (including the legal costs of the Publisher and own client basis), awards or damages however caused, in whole or in part, directly or indirectly, as a result of any breach or non-performance by the Author of the Author's undertakings warranties or obligations under this Agreement;
- 11.9 the Author undertakes to keep the Publisher at all times fully indemnified in respect of all actions, proceedings, claims, demands, costs (including the legal costs of the Publisher and own client basis), awards or damages however caused, in whole or in part, directly or indirectly, as a result of any breach or non-performance by the Author of the Author's undertakings warranties or obligations under this Agreement;

12. Accounts

- 12.1 All sums payable by the Publisher to the Author pursuant to sub-Clause 11.1 shall be payable to the Author as the Author irrevocably and exclusively assigns to the Publisher whose receipt shall constitute full discharge to the Publisher of the Publisher's liability to the Author;
- 12.2 The Publisher shall maintain accurate records relating to the payment of sums due to the Author under this Agreement and shall prepare and submit to the Author a statement of account <<insert date>> days from <<insert date>> and of account in relation to all sums payable to the Author during each six-month period. Each such statement of account shall be recommended by the Society of Authors and shall be in favour of [the Author] OR [the Author] in the name of [the Author] in the name of [the Author];
- 12.3 The Publisher shall retain from payments due to the Author up to <<insert percentage>> of sums payable to the Author in relation to the exploitation of the Work in paperback form as a reserve against returns in relation to the exploitation of the Work in paperback form. Each such reserve shall be

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liquidated (to the extent of the reserve) in the accounting periods following which the reserve is made and at the end of such period the sum remaining in such reserve shall be

returns) in the <<insert number of following which the reserve is made remaining in such reserve shall be

12.4 The Publisher shall pay to the Author all sums received by the Author from the sale of the Work and other tax pursuant to the law of the country of royalties to the Author, deposit the same in an account in the name of the Author for reimbursement by the Author of the administrative costs incurred in so doing.

and retain from payments to the Author the sum retained by way of withholding or tax. In the event that the remittance of the sum by reason of exchange control restrictions to the Author in an account in the name of the Author in the question subject to the payment or reimbursement by the Author of the administrative costs

12.5 If any bona fide claim is made by the Author in connection with the matters relating to the Work, the Publisher shall be entitled to suspend the Agreement to suspend the payment of the sums retained by the Publisher until the claim has been settled to the satisfaction of the Publisher and its insurers.

relation to the Work or any of the matters relating to the Work pursuant to this Agreement the Publisher shall be entitled to suspend the payment of any of its rights under this Agreement to the advance and/or the Royalties or to the payment of the sums retained by the Publisher reasonably considers appropriate to the satisfaction of the Publisher and its insurers.

12.6 Value Added Tax sums payable to the Author by the Publisher and delivery by the Publisher 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 Author pursuant to the Agreement subject to the production of a full accurate and correct Value Added Tax registration number and country prefix details as the Publisher may require.

13. Acceptance and Rejection of the Work

13.1 Following receipt of the Work by the Publisher, the Publisher agrees with the Author to examine the Work (such perusal to be made by the Author) to examine the Work and to give the Author notice of acceptance or rejection of the Work and to give the Author notice of the changes or revisions required to be made.

Work and any revisions requested the Author to examine the Work and to give the Author notice of acceptance or rejection of the Work and to give the Author notice of the changes or revisions required to be made.

13.2 If the Work contains any material which is actionable at law or which is likely to damage the interests of the Publisher, the Publisher may:

the opinion of the Publisher might be actionable at law or which is likely to damage the Publisher's reputation or business interests:

- a) give the Author notice of acceptance or rejection of the Work (notwithstanding any provisions of sub-Clause 13.1); or
- b) request the Author to make such changes to the Work as may be necessary to avoid potential action or damage; and/or
- c) make such changes to the Work as the Publisher considers appropriate.

of the Work (notwithstanding any provisions of sub-Clause 13.1); or request the Author to make such changes to the Work as may be necessary to avoid potential action or damage; and/or make such changes to the Work as the Publisher considers appropriate.

13.3 If the Author fails to deliver the Work together with all other materials provided for the Work in accordance with the provisions of this Agreement or if following the request pursuant to Clause 13.2(b) the Author refuses to make such changes to the Work as are requested by the Publisher, the Publisher shall have given notice of

of the Work together with all other materials provided for the Work in accordance with the provisions of this Agreement or if following the request pursuant to Clause 13.2(b) the Author refuses to make such changes to the Work as are requested by the Publisher, the Publisher shall have given notice of

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the Author pursuant to Clause 13.3
the Author to deliver the Work in
event or failure or inability of the
Work by the Publisher [the Author
pay to the Publisher all sums
event] **AND/OR** [the Author shall
publishers and the Publisher shall
publish the rights acquired by the
the repayment to the Publisher of
this Agreement].

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the stock of copies of the Work as
whenever the Publisher considers it
advisable to the Author specifying the
proposed disposal price (inclusive of Value
Added Tax). The Author shall have the option to purchase all
copies of the Work. The Author shall exercise this
option within 30 days of receipt of the notice from the
Publisher. The total proposed disposal price

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publisher or any of its licensees are
average annual sales of the Work
than <<insert number>> copies in
t or <<insert number>> copies in
all be entitled to give the Publisher
o indicate whether the Publisher

period>> months from receipt of
at it intends to reprint the Work all
pursuant to Clause 9 shall revert to
<insert period>> months from the
acks of the Work.

Author that the Publisher intends new edition of the Work then the and the Publisher shall use its ue the Work or produce a new of the date it gives notice.

of print if fewer than <<insert

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- tion Rights in the Work are vested
is infringed by any person or any
tion to the Subsidiary Rights, the
n the Publisher in any action taken
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olisher and no agreement exists
n relation to the costs of such
ne right to take such action as the
damages in relation to such action
way of repayment of any costs
asonable allowance for overhead
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ing shall be applied as to <<insert
being retained and applied by the
e with the provisions of Clauses 7

- It acts and execute any and all actions as may be required by the protect, perfect or enforce any of the granted to the Publisher pursuant performance by the Author of the if the Author shall have failed from the Publisher to execute any pursuant to this Agreement, the place and stead of the Author as and the Author undertakes and satisfy and be bound by any and all this Clause and such authority and vocable appointment pursuant to

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dispute shall be strictly confidential of the Author and the Publisher in reach an agreement which finally insert period>> days of having the alternative dispute resolution in place then either party shall be

- agreed upon by the Publisher and
 and binding on the parties; or
 be appropriate.

§ shall not apply in relation to the
s pursuant to Clause 13 or 15 [or
dispute or claim, which involves a

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if the Publisher is found to be in breach pursuant to this Agreement and such breach to the extent possible of such finding or if the Publisher fails to give notice to the Publisher in accordance with sub-Clause 17.3) the rights of the Publisher shall terminate.

The Author all rights granted to the
 ct to the provisions of sub-Clause
 ntment by the Publisher as the
 lso terminate.

b sub-Clauses 17.1 and 17.2 shall
the parties contained in Clauses
to bind the parties and shall be

- co-licence granted by the Publisher shall reflect and account to the Author in full all rights under this Agreement arising from or in relation to any Subsidiary right or remuneration from the Publisher; and
- (c) the Publisher as at the date of

Agreement shall be in writing and be given by giving the notice or by a duly

- authorised officer the
- 18.2 Notices shall be de
- 18.2.1 when delive
- registered m
- 18.2.2 when sent,
- transmission
- 18.2.3 on the fifth
- ordinary mai
- 18.2.4 on the tent
- postage pre
- 18.3 All notices under
- address, e-mail add
- 18.4 Communications ac
- of <<name>> with a

given:

ier or other messenger (including
business hours of the recipient; or

mile or e-mail and a successful
s generated; or

g mailing, if mailed by national

g mailing, if mailed by airmail,

e addressed to the most recent
r notified to the other Party.

r shall be marked for the attention
<address>>.

19. Miscellaneous

- 19.1 Nothing contained i
- constituting a partne
- 19.2 Neither Party shall
- omission on the par
- occurrence of any e
- 19.3 [Nothing contained
- part of the Publishe
- is given by the P
- withdrawn pursuant
- not to publish the
- compensation or re
- Author's reputation
- 19.4 This Agreement a
- warranties containe
- on the personal rep
- successors and a
- licensees and assign

constitute or shall be construed as

employment between the Parties.

he other in the event of any act or

ch act or omission results from the

reasonable control of such party.

constitute an undertaking on the

ess and until notice of Acceptance

ause 13 and such notice is not

Agreement. If the Publisher elects

ll the Author be entitled to any

ss of opportunity to enhance the

any other reason whatever.]

, obligations, undertakings and

he benefit of and shall be binding

eneficiaries of the Author and their

e binding upon the successors

20. Entire Agreement

This Agreement contains

and supersedes all prior a

appertaining to the subject

an instrument in writing s

acknowledges that no rep

Agreement have been ma

agents, employees, membe

nderstanding between the Parties

standings whether written or oral

t and may not be varied except by

to this Agreement. The Author

s not expressly contained in this

Publisher or any of its servants,

21. **Law and Jurisdiction**

21.1 This Agreement (including any amendments, variations, supplements, or other documents incorporated by reference hereinto) shall be governed by, and construed in accordance with, the law of England and Wales.

21.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any amendments, variations, supplements, or other documents incorporated by reference hereinto) shall be referred to and finally decided by the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been executed and signed by the undersigned in the presence of two witnesses, the day and year first before written

SIGNED by

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

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

SIGNED by

<<Name and Title of person signing for and on behalf of <<Author's Name>>>

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

S

A

M

P

L

E

ual matters and obligations arising hereunder shall be governed by, and construed in accordance with, the law of England and Wales.

aim between the Parties relating to this Agreement (including any amendments, variations, supplements, or other documents incorporated by reference hereinto) shall be referred to and finally decided by the courts of England and Wales.

executed the day and year first

Subsidiary Rights referred to in

<<Insert Details>>

S
A
M
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L
E