

PUBLISHING AND COPYRIGHT AGREEMENT

THIS PUBLISHING AND COPYRIGHT AGREEMENT (the "Agreement") is entered into this **** day of *****, 2020

BETWEEN:

Author Name
Address

(the "Author")

OF THE FIRST PART

- and -

Burton Mayers Books
39 Greenway
Campton, Bedfordshire
SG17 5BN

(the "Publisher")

OF THE SECOND PART

1. BACKGROUND

Whereas Burton Mayers Books is a lawfully established business existing in the Country of England; and

Whereas 'Author' owns the copyright to a work of Fiction titled "Book Title" (the 'Work'), and wishes to grant Burton Mayers Books permission to reproduce and use the Work in accordance with the terms stated herein;

IN CONSIDERATION OF the mutual covenants and promises set forth in this Agreement, the Author and the Publisher agree as follows:

2. NATURE OF RIGHTS

The Author hereby grants to the Publisher exclusive rights to reproduce and/or publish or adapt and sell said Work in the English language and all other translations into any other languages, in the United Kingdom and the world without exception, and includes the rights to license:

- a. The Work in printed and ebook form, and distinct editions of the Work in anthology, collected works, or in condensation or partial extract form
- b. The Work, or parts of the Work, including but not limited to TV and film, interactive or multimedia versions, other screen-display technologies, as well as verbatim text-only electronic editions, all other mechanical reproduction and transcription (including print-on-demand versions), as well as to use the title and characters of the Work as the basis for trademarks or trade names for other products or in connection with merchandise in all forms, (collectively, the "Medium").

The Author shall in no way infringe upon this exclusive right of the publisher by authorising other parties to utilise any portion of the Work in any form without negotiation. However, the Publisher agrees to revert rights for TV and film to the Author after a period of three years if the Publisher is unable to sell or has not agreed a deal during this period; this should be exercised in writing by the Author.

3. COMPETING WORKS

The Author agrees to offer the Publisher the right to review and, under a separate negotiated agreement, offer to publish any subsequent work in any form.

4. CREDIT TO AUTHOR

The Author asserts his right to be identified as the author of the Work in relation to all such rights as are granted by the Author to the Publisher under the terms and conditions of this agreement. The Publisher will print a copyright notice and moral rights assertion in the form '© Author's name, year of publication'. The right of [the Author] to be identified as the author of this work has been asserted by him/her in accordance with the Copyright, Designs and Patents Act 1988. The Publisher undertakes to set the name of the Author with due prominence on the title page and on the binding, jacket and/or cover or ebook equivalent of every copy of the Work.

5. USE OF AUTHOR'S INFORMATION

The Publisher agrees not to voluntarily disclose any private, confidential or personal information the Author has provided thereto, without Author's prior consent.

6. DURATION AND OBLIGATION OF AGREEMENT

This Agreement shall be effective for the remainder of the applicable copyright.

While this Agreement is in effect the Publisher shall apply its best efforts to promote the sale of the Work and the Author shall make a reasonable effort to engage in public expression to promote the sale of the Work whenever appropriate and in coordination with the Publisher's promotional efforts. A separate marketing plan in conjunction with author and publisher will be mutually agreed once a final copy of the Work has been approved for distribution.

7. PERMITTED FORMATS

This Agreement shall extend to all present and future media formats.

The above rights include the right to make technical modifications to the Work in order to display it in the agreed upon media and formats.

8. MODIFICATIONS TO THE WORK

The Author agrees to allow the Publisher to modify or edit the Work solely at its own discretion. Such changes include, without limitation:

- 1 Grammar, syntax, spelling and/or punctuation corrections;
- 2 Removal of any material that encourages or advocates violence or terrorism, racial or religious hatred, or criminal activity; and
- 3 Modification for the purpose of improving the overall quality of the Work.

Any changes the publishers may want to make to it should be subject to the author's consent. The author will be sent the edited typescript for approval before it is set in proof. The author will be sent an electronic and hard copy proof. The Author will correct them and return one set to the Publishers within [7 days]. If the cost of the Author's changes or corrections, excluding typesetting or Publishers' errors, amounts to more than 10% of the original cost of composition, any cost over this 10% will be met by the Author.

9. ROYALTY PAYMENTS

The Author will receive royalty payments from the Publisher according to an agreed royalty scheme. The Client agrees to pay the author [this can vary from 60-85% of royalties depending on the nature and economic viability of the product] of profits from the sale of Work after all publisher's net expenses. The Publishers shall make up accounts at 30 June and 31 December and shall render such accounts and pay all monies due to the Author, paid by Bank Draft to the address stated above, or to another address as the Author may later designate in writing, by the succeeding 1 October and 1 April respectively. The Author or his/her authorised representative shall have the right upon written request to examine the Publishers' books of account

insofar as they relate to the Work, which examination shall be at the cost of the Author unless errors exceeding £50 shall be found to his/her disadvantage in which case the reasonable costs shall be paid by the Publishers.

10. WARRANTY AND INDEMNIFICATION

The Author affirms that the Work is original and the Author is the sole author and owner of the copyright. Furthermore, the Author understands that he or she will be fully liable should any copyright infringement be claimed or discovered.

The Author hereby agrees to indemnify the Publisher and any of its operators of any loss, damage, penalties, legal actions, or claims incurred as a result of breaching this Agreement.

The publisher will print a disclaimer on the copyright page.

11. GOVERNING JURISDICTION

This Agreement is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the United Kingdom, excluding conflict of law principles that would cause the application of laws of another jurisdiction.

12. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

13. AMENDMENT

Any amendments to this Agreement must be evidenced in writing and signed by both parties.

14. TERMINATION

The Author reserves the right to terminate this Agreement if the Publisher fails to begin distributing the Work within 120 day(s) of the execution of this document, by providing at least thirty (30) days written notice to the Publisher, following the completion of the 120 day period.

The Author may terminate this Agreement if the Publisher defaults on a term or condition of this Agreement, if the situation remains uncorrected following thirty (30) days written notice to the Publisher alerting it of the default. This includes the terms applicable to section 9, if the author finds the figures unsatisfactory.

The Publisher may terminate this Agreement if the Author defaults on a term or condition of this Agreement, if the situation remains uncorrected following thirty (30) days written notice to the Author alerting him or her of the default.

Either party may terminate this Agreement by providing the other party with at least 90 days written notice, or the minimum required by law.

Upon the termination or expiration of this Agreement, as the case may be, the Publisher shall cease publication, use, and distribution of the Work as soon as is commercially feasible. Notwithstanding the foregoing, the Publisher may complete pending orders and sell off current stock of the Work, so long as the sell-off period ends, at most, three (3) months after termination or expiration.

Termination or expiration of this Agreement shall not extinguish obligations herein which, by their nature, are intended to survive this Agreement.

15. DISCONTINUANCE OF PUBLISHER

In the event the Publisher ceases to trade or goes into liquidation/ administration/ receivership and in accordance to prevailing law, all rights transferred to the Publisher by this Agreement shall immediately revert to the Author.

16. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the agreement between the Author and the Publisher. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the Author and the Publisher acknowledge that they have relied upon their own inspection, investigation and judgment in entering into this Agreement.

The Publisher and the Author further warrant that they have the right and power to enter into the Agreement and that they do not have conflicting agreements with any other party.

(This space intentionally left blank)

Signed this **** day of **** , 2020.

	Full Name (The Author)

	Burton Mayers Books (The Publisher)

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