

## **Book Publication, Agreement**

\_\_\_\_\_, referred to as AUTHOR, and School of Educators, referred to as PUBLISHER, agree:

### **TITLE AND CONTENT OF WORK**

AUTHORS shall prepare and deliver to PUBLISHER a manuscript for a book to be entitled: \_\_\_\_\_ provided that the title to the same may be changed by the PUBLISHER on agreement with the AUTHOR, but AUTHOR's consent shall not be unreasonably withheld.

AUTHOR shall deliver two complete copies of the manuscript on 8.5" by 11" double spaced type written pages, and if available on IBM-PC compatible disk in ASCII format. The manuscript shall be of an approximate 150-175, but, with illustrations and other material, shall not exceed 200 published pages.

The delivered manuscript shall be due on no later than 90 days of signing the agreement.

AUTHOR warrants that the text so delivered is original material of the AUTHOR and does not infringe on any copyright or agreement to which the AUTHOR is party. AUTHOR may include in the manuscript copyright material from others. AUTHOR shall clearly identify such portions of the work and AUTHOR shall furnish proof satisfactory to the PUBLISHER that permission has been obtained for such use, or is a fair use under the copyright code. In the event that material prepared by the United States Government is contained in the book, AUTHOR shall identify the same.

The PUBLISHER shall have the right to make reasonable editorial changes or revisions, in good faith business judgment, and AUTHOR shall promptly review and inform PUBLISHER of AUTHOR's concurrence or disagreement with such changes. In the event that the parties do not agree on such changes, PUBLISHER shall have the right to treat the same as a voluntary termination of the agreement as to the AUTHOR and will have the rights stated in the involuntary termination section of this agreement.

### **VOLUNTARY TERMINATION**

The PUBLISHER shall have the right to discontinue publication, if in its reasonable discretion the same is no longer warranted in its business judgment. At any time if there is no edition of the work offered for sale by PUBLISHER, or, by a party licensed or authorized by PUBLISHER, the AUTHOR may make written demand for re-publication. In the event that within six months the PUBLISHER does not agree to republish, and in the event that it does not in fact republish within a total time, from the time of demand, of one year, rights shall revert to the AUTHOR, provided that all contracted for rights shall continue.

### **INVOLUNTARY TERMINATION**

In the event of an involuntary termination, the PUBLISHER may treat the same as a breach of the contract and either:

(a) As liquidated damages for the breach, and not a penalty, as damages are difficult to ascertain, AUTHOR shall pay the amount of the advance to PUBLISHER within 15 days of notice;

(b) The PUBLISHER may make such other arrangements, in good faith and consistent with reasonable business practices, as it may deem appropriate including but not limited to charging the cost of corrections to the AUTHOR, either as a fee or as a percentage of the royalty.

## ROYALTIES

The AUTHOR shall receive the following royalties:

- (a) 10% of the PUBLISHER'S net receipts for works sold if sales in below 100 copies per month.
- (b) 15% of the PUBLISHER's net receipts for each copy of the work sold directly by PUBLISHER above 100 copies per month.

The parties agree that no payment will be required for:

- (a) not for profit publication of the work or a derivative work in Braille or other editions for physically challenged individuals;
- (b) any copies of the work or extracts from the work furnished by PUBLISHER to others for promotion or publicity.
- (c) for part or full use in educational certificate / diploma / degree program by School of Educators.
- (d) No royalties shall be payable of copies furnished to the Author or on copies for review, sample, or other similar purposes, or on copies destroyed.

The PUBLISHER shall render an accounting of sales together with payment on a quarterly basis, in arrears, within 30 days of the conclusion of each quarter, together with payment. PUBLISHER may, in its discretion, withhold a reasonable sum against returns. PUBLISHER shall provide AUTHOR or its representative with access to all books and records related to such royalty calculation on reasonable prior notice. Such accountings shall be deemed to be final if no objection or request for audit is received by the PUBLISHER within 1 year following settlement. In the event of a dispute, the parties shall appoint a disinterested certified public accountant to conduct an audit. Each party may present argument or materials to the certified public accountant. The decision of the certified public accountant shall be final and may be entered as a judgment in any court with jurisdiction. The cost of the audit shall be paid by the prevailing party. In the event that the parties cannot agree on a disinterested certified public accountant, each party shall appoint a certified public accountant and the two shall appoint a third certified public accountant, and the majority of those persons shall appoint the single disinterested Certified Public Accountant. The expense of the panel of appointment shall be borne by each party equally.

Any sums owing from the AUTHOR to the PUBLISHER, for any reason, may be withheld from royalties, which are due.

## AUTHOR'S COPIES

The PUBLISHER shall provide 100 complimentary copies of the work to the author. The AUTHOR may also purchase additional copies for personal use and not for resale at 50% off stated retail.

## COPYRIGHT

Promptly after publication PUBLISHER shall at its expense register copyright for the work in the name of the author as the agent of the AUTHOR.

Dated: \_\_\_\_\_

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\_\_\_\_\_ By Author. Social Security Number: \_\_\_\_\_.

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\_\_\_\_\_ By Publisher