**Model Publishing Contract for Digital Scholarship**

**INTRODUCTION**

This Model Publishing Contract for Digital Scholarship has been prepared by a group of publishers, librarians, and attorneys with input from authors to facilitate the publication of open access books, including accommodating new types of long-form, multimodal digital scholarship. The preparation has been generously funded by the Andrew W. Mellon Foundation and has emerged from previous Mellon funded studies[[1]](#footnote-1) that foresee an increase in direct author subventions from universities to presses to support increasingly variegated forms of long-form digital scholarship in humanities and humanistic social sciences—most resulting in open access publications.

The Model Publishing Contract differs from traditional, print-based, book contracts in three main ways:

* It envisions support from the author’s parent institution (or another funder) as covering most of the production costs with any sales or rights income as ancillary.
* Recognizing the increasing variegation in the form of digital scholarship, it is presented in a modular form that allows greater flexibility in the description of the work being published, the process of production, and its licensing. The generalizable umbrella legal terms are separated from a series of schedules (many of which are optional) specific to the work.
* To align with the adoption of an open access business model, it is intended to be more “friendly” to authors, written in more easily understood language, balancing publisher and author responsibilities, and articulating a more liberal approach to author rights.

The Model Publishing Contract is based on United States common and statutory law, and references to U.S. law should be changed if used in other jurisdictions. Prior to using the whole document or clauses from it, we strongly recommend that you review and amend this model contract with the assistance of your general counsel or a capable attorney. The Model Publishing Contract does not constitute legal advice.

This document is freely available for copying and redistribution under Creative Commons license CC0 1.0 Universal. All rights in this work have been intentionally waived to facilitate adoption and re-use. We anticipate that in some cases publishers will decide to reuse just a few clauses and in others the full document may provide a helpful foundation for a new approach. Therefore, this document can be modified and used without original attribution. For more information about terms of use see: <https://creativecommons.org/publicdomain/zero/1.0/>

**EDITORIAL NOTES**

1. Editorial notes are enclosed in curly brackets and italicized like this: *{editorial notes in italics between curly brackets}*. These comments should not appear in an actual publishing agreement.
2. Where a clause requires one or more parties to enter information, those options are delineated by open, square brackets around bold faced type like this: **[enter necessary information between square brackets]**. These comments should be replaced by the required text, without brackets, in an actual publishing agreement. In some cases, recommended text is provided in square brackets.
3. Following common contract drafting practices, terms are first defined and then capitalized thereafter. For example, the author is identified in Section 1 and is capitalized thereafter.
4. This agreement binds the author and the publisher. If the author is relying on their institution or others for support, either technical or financial, a memorandum of understanding or other agreement between the author and the other party is advisable.

**PUBLISHING AGREEMENT**

1. **Parties.**  This publishing agreement (“Agreement”), dated [\_\_\_\_\_\_\_\_\_] (“Effective Date”), is between [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] organized under the State of [\_\_\_\_\_\_\_\_\_\_\_\_] with offices at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (“Publisher”) and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] residing at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (“Author”).
2. **Purpose of Agreement.** Author is creating the digital scholarly work described in Schedule A (the “Work”), which Publisher wants to publish. This Agreement establishes the collaborative relationship between Author and Publisher to publish the Work. The formats and methods of distribution of the Work will be agreed upon by Author and Publisher (including open access and/or paid access), the use of technology, and flexible licensing to enable new means of engagement with the content.

This Agreement incorporates a series of schedules that may be completed at various stages of the publication process and may be amended from time to time by the parties, as follows:

*Schedule A: The Work.*

*Schedule B: Distribution and Re-Use of the Work.*

*Schedule C: Funding and Stakeholders.*

*Schedule D: Publication Schedule.*

*Schedule E: Royalties and Revenue Sharing.*

*Schedule F: Contributors to be Credited or Acknowledged.*

*Schedule G: Content Not Original to Author.*

*Schedule H: Marketing Efforts of Author and Publisher*.

1. **Copyright; License to Publish.**
	1. *Copyright Ownership; Registration.* Author owns and retains copyright in the Work, and Publisher will register the Work with the U.S. Copyright Office in the Author’s name. Author agrees to provide Publisher with the information necessary to register the Work and to certify the application.
	2. *Copyright Notice.* Each copy of the Work distributed by Publisher will include the following copyright notice: © **[year of first publication] [Author’s name]**.
	3. *Grant of Rights.* Author grants to Publisher:
		1. a non-exclusive license to use, publish, edit, reproduce, distribute, publicly perform, publicly display, and prepare derivative works based upon the Work, in whole or in part, for any purpose associated with this Agreement;
		2. an exclusive license to use, publish, edit, reproduce, distribute, publicly perform, publicly display, and prepare derivative works based upon the Work, in whole or in part, in the Licensed Formats for Commercial purposes, and to exercise the Licensed Subsidiary Rights in the Work for Commercial purposes (“Commercial” means primarily intended for or directed towards commercial advantage or monetary compensation; the “Licensed Formats” and “Licensed Subsidiary Rights” are defined in Schedule B: Distribution and Re-Use of the Work);
		3. the right to use Author’s name, likeness, and biographical information in association with Publisher’s activities undertaken in connection with this Agreement, including without limitation in the promotion, advertising, sales, and licensing of the Work; and
		4. the right to make the Work available through appropriate open access formats and forums, including applying a Creative Commons license to the Work, as selected by Author in Schedule B: Distribution and Re-Use of the Work.
	4. *Scope of Licenses and Authorizations*. The licenses and authorizations in Section 3.3 shall be in perpetuity (subject to termination and reversion), sublicensable, worldwide, and in all media now known or later developed. Author reserves all rights not granted to Publisher in this Agreement.
2. **Funding.** Author and Publisher agree that Publisher will require financial support to publish the Work as an open access publication. The amount and source of the funding will be specified in Schedule C: Funding and Stakeholders.
3. **Publisher Commitments.** Subject to the terms and conditions of this Agreement,Publisher commits to:
	1. prepare the Work for publication, including editing and formatting the Work; however, in the process of editing, Publisher will not make substantive changes in the Work without the approval of Author, which will not be unreasonably withheld or delayed;
	2. make the Work available as set forth in Schedule B: Distribution and Re-Use of the Work;
	3. spend the funding described in Schedule C:Funding and Stakeholders only on expenses related to publication of the Work;
	4. follow the schedule and satisfy Publisher’s responsibilities outlined in Schedule D: Publication Schedule;
	5. if the Work is being commercialized, Publisher will pay Author royalties or payments as outlined in Schedule E: Royalties and Revenue Sharing, except that no royalties are owed for copies of the Work purchased by Author at a discount or given away by Publisher for promotional purposes;
	6. if the Work is published in print, provide Author with **[5]** complimentary copies and the option to purchase additional copies at the discounted rate of **[40%]** off list price;
	7. use reasonable efforts to collaborate with Author in marketing efforts as described in Schedule H: Marketing Efforts of Author and Publisher;
	8. facilitate access to digital veresions of the Work by persons with print disabilities by following technical standards and key principles of accessible design, such as those outlined by WebAIM; and
	9. facilitate preservation of the Work by providing an electronic copy of the published version of the Work with no technological protection measures either to the author’s institution identified in Schedule C: Funding and Stakeholders, which may be deposited in the institution’s repository, or to non-commercial third-parties that facilitate preservation if Author has no academic affiliation.
4. **Author Commitments.** Author represents and warrants that:
	1. Author holds all the necessary rights and is authorized to enter into this Agreement, and the Work is not a “work made for hire” (not created within the scope of Author’s employment or pursuant to an agreement) or its publication does not require the permission of any other person or entity;
	2. nothing in the Work is defamatory, infringes anyone’s rights—including without limitation intellectual property, privacy, or contractual rights—or otherwise violates the law;
	3. the facts, conclusions, and opinions stated in the Work represent Author’s research, conclusions, and opinions, and are substantiated, accurate, valid, and reliable;
	4. the Work has not been previously published, in whole or in part, and there is no offer or agreement for publication pending except as Author has already informed Publisher;
	5. Author will follow the schedule and satisfy Author’s responsibilities outlined in Schedule B: Publication Schedule;
	6. Author will provide, or will have a stakeholder provide, funding to Publisher in the amount and timeline described in Schedule C: Funding and Stakeholders;
	7. Author will inform Publisher of obligations or requirements from stakeholders in Schedule C: Funding and Stakeholders;
	8. Author will appropriately identify contributors in Schedule F: Contributors to be Credited or Acknowledged;
	9. the contents of the Work are original to Author, except for third-party materials, for which Author will provide appropriate citations and attributions and necessary permissions as identified in Schedule G: Content Not Original to Author;
	10. Author will collaborate with Publisher to facilitate access to the Work by persons with print disabilities by providing alternative text for images and other information as reasonably requested by Publisher;
	11. Author will collaborate with Publisher in marketing efforts intended to raise awareness of the Work, and if the Work is commercialized, promote sales and licensing of the Work, as described in Schedule H: Marketing Efforts of Author and Publisher; and
	12. Author has disclosed to Publisher any interest Author has in any company or organization connected in any way with the subject matter of the Work, including without limitation as a shareholder, option holder, advisor, consultant, employee, or officer, or as a relative of any such person (excluding any publicly traded company in which stock ownership is less than five percent).
5. **Revisions and Derivative Works.** If Author or Publisher believes that a substantially updated version or adaptation of the completed published Work described in Schedule A: The Work should be prepared (“New Version“), they shall contact the other and in good faith explore the feasibility of such New Version. A New Version means revisions that result in a version with at least [**thirty percent** **(30%)]** new or revised content. If Author and Publisher agree in writing to prepare a New Version, a new series of Schedules will be created. If Author is unable or declines to prepare a New Version, Publisher may engage others to prepare a New Version. Royalties shall be allocated as set forth in Schedule E: Royalties and Revenue Sharing and Author shall be attributed as the original author. If Publisher declines to publish a New Version, Publisher shall explore in good faith the sublicensing of the Work to a third party identified by Author for that particular version and format.
6. **Third Party Claims.** If the Work becomes the subject of a third party claim, such as a copyright infringement claim, Publisher and Author shall notify the other immediately and work collaboratively to investigate and attempt to resolve the claim. By way of example, the parties shall make themselves available for information gathering, meetings, and preparation of responses. Author shall assist in the revisions to material requested by Publisher. If Publisher and/or Author carry insurance for such risks, they agree to seek coverage under such policies. Publisher has the right to offset its costs, expenses, fees (including reasonable attorneys’ fees), and losses, if any, relating to third party claims with any revenues to which Author would be entitled under this Agreement. In the event of such third party claim, Publisher shall have the unilateral right to terminate further distribution of copies or posting of the Work and to terminate this Agreement. *{Editorial Note: We have chosen not to ask the Author to indemnify the Press against losses sustained as a result of the Author’s breach of representations and warranties. If your require an indemnification clause, we recommend including it above.}*.
7. **Limitation of Liability.** In no event shall either party be liable to the other party for any indirect, special, exemplary, consequential, incidental or punitive damages in association with this Agreement, regardless of the form of action or theory of recovery, including if that party has been advised of the possibility of such damages or losses.
8. **Term and Termination.**
	1. *Term.* This Agreement begins on the Effective Date and continues until the earlier of expiration of the copyright, or termination as set forth in this Agreement.
	2. *Termination*. Publisher may terminate this Agreement for cause, including without limitation if the funding in Schedule C: Funding and Stakeholders upon which it relies is not received, if the Author does not meet delivery dates identified in Schedule D: Publication Schedule and a new schedule is not agreed upon, or if the required permissions are not received. Either party my terminate this Agreement in the case of another event that materially affects Author’s ability to complete the Work or Publisher’s ability to publish the Work, or in the event of a default under the terms of this Agreement that is not cured within **[thirty (30)]** days after written notice to the other party specifying such breach. Upon termination of this Agreement, all rights in the Work shall revert to Author.
	3. *Request for Reversion.* Three years after the publication date or any time thereafter, Author may request that any rights exclusively licensed in Section 3.3.1 and not being exercised or sublicensed by Publisher (and for which Publisher does not commit to exercising or sublicensing in the next twelve months) either, at Author’s election, revert to Author or be sublicensed by Publisher to a third party identified by Author as interested in making such uses. Publisher shall reasonably respond to such requests and the parties shall negotiate the buy-out fee, other revenue sharing arrangement, transition process, and other contract terms as a part of the reversion/sublicense in good faith.
9. ***Good Faith Business Negotiations.***The parties agree that they shall attempt to resolve any disputes, and explore options designed to increase public and scholarly access to the Work, through good faith business negotiations.
10. **Force Majeure.** Neither party shall be liable for delay or failure to perform caused in whole or part by circumstances beyond the reasonable control of that party, including without limitation acts of God, acts of nature, fire, flood, war, weather, transportation delays, terrorism, vandalism, data destruction, government action, strikes, lockouts or other serious labor disputes, shortage of or inability to obtain material or equipment, or power failures.
11. **General Provisions.** This Agreement contains the entire understanding of the parties, including the Schedules attached hereto, with respect to the stated subject matter and can be modified only by a signed, written agreement. It shall be construed in accordance with the laws of the State of [\_\_\_\_\_\_\_\_\_\_\_\_\_] and the U.S. copyright laws, without regard to conflict-of-law principles. This Agreement is personal and may not be assigned by Author without the prior, written permission of Publisher, other than the right to receive revenue. No assignment of revenue shall be valid unless and until due notice is provided in writing to Publisher. An assignment is binding upon Author’s heirs and personal representatives and any assigns of Publisher. If any term is found invalid by a court of competent jurisdiction, such provision shall be enforced to the fullest extent that it is valid and enforceable under applicable law in a manner consistent with the intent of the parties expressed in that section; all other provisions of this Agreement shall remain in full force and effect. Any waiver of any provision of this Agreement must be in writing and signed by the party to be bound.

**AGREED AND ACCEPTED:**

[Publisher] [Author]

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*Signature Signature*

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
*Title Title*

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

**PUBLISHING AGREEMENT
SCHEDULE A: The Work**

The following outlines the details of the Work to be published.

Proposed Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please describe the Work in approximately 100 words:

The Work shall consist of (check all that apply):

* Text of XX,XXX words
* XX black and white photos
* XX color photos {gathered into XX plate sections}
* XX line drawings
* XX maps
* XX tables
* XX charts or graphs
* XX musical examples
* XX other illustrative images
* AltText or other text to aid in making digital image files accessible to the visually impaired
* XX audio files
* XX video files
* Captions for any video files
* On the topic of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Other (please specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

And shall also include (check all that apply):

* Preface by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Foreword by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Bibliography
* List of illustrations
* Discography
* Filmography
* Glossary
* XX Appendices consisting of (please specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)
* Index

**PUBLISHING AGREEMENT
SCHEDULE B: DISTRIBUTION AND RE-USE OF THE WORK**

The following outlines the methods of distribution of the Work, whether the Work is open access and/or paid access, will be sublicensed, and re-use rights defined by a Creative Commons license, if one is chosen.

Publisher may publish the Work in the following formats pursuant to this Agreement (please check all that apply, which shall be deemed the “Licensed Formats”):

* Clothbound print book
* Paperback print book
* Ebook [specifics listed, including if ebook is sold or made available open access]
* Online edition [specifics listed, including if online edition is sold or made available open access]
* Other formats/mediums (please specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Publisher may exercise or sublicense the following subsidiary rights in the Work pursuant to this Agreement (please check all that apply, which shall be deemed the “Licensed Subsidary Rights”):

* Translations
* Reprints or excerpts of portions of the Work
* Non-dramatic audio
* Motion picture, dramatic, and broadcast rights
* Proprietary ebook, database, or similar digital dissemination
* Publication in formats to facilitate access by persons with print disabilities, such as Braille or Audio
* None

If the Work is to be sold, licensed, or sublicensed, any royalties to be paid to Author or other revenue sharing will be outlined in Schedule E: Royalties and Revenue Sharing.

*{Editorial Note: Commercializing the work is provided as an option, but is not required. Also, the selection of Creative Commons licenses provided below should be considered in light of whether the Work will be commercialized, and how. We did not consider online open access distribution to be necessarily antithetical to also commercializing the work by selling a print copy, for example, so this model publishing contract presents both options. However, certain Creative Commons licenses may be inconsistent with the intention to license exclusive rights to the Publisher for Commercial purposes. Please customize for your circumstances.}*

In consultation with Publisher, Author may choose to have his/her Work distributed under any one of the following Creative Commons licenses (see https://creativecommons.org/licenses/ for a description of each license) or without a Creative Commons license. For assistance choosing a license, see http://creativecommons.org/choose/

Author will choose one of the following:

☐ Creative Commons Attribution 4.0 International (CC BY 4.0)

o This license lets others distribute, remix, tweak, and build upon your work, even commercially, as long as they credit you for the original creation.

☐ Creative Commons Attribution Non-Commercial 4.0 International (CC BY-­NC 4.0)

o This license lets others remix, tweak, and build upon your work non-commercially, and although their new works must also acknowledge you and be non-commercial, they don’t have to license their derivative works on the same terms.

☐ Creative Commons Attribution No Derivatives 4.0 International (CC BY-­ND 4.0)

o This license allows for redistribution, commercial and non-commercial, as long as it is passed along unchanged and in whole, with credit to you.

☐ Creative Commons Attribution Non-Commercial No Derivatives 4.0 International (CC BY-­NC-­ND 4.0)

o This license is the most restrictive of these licenses, only allowing others to download your works and share them with others as long as they credit you, but they can’t change them in any way or use them commercially.

☐ My Work will not have a Creative Commons License applied.

*{Editorial Note: We have included the latest version of Creative Commons licenses as of June 2017. New versions of Creative Commons licenses are released every few years, so please be aware you will want to update this schedule when new versions of CC licenses are released.}*

**PUBLISHING AGREEMENT
SCHEDULE C: Funding and Stakeholders**

The following outlines the stakeholder(s) who have committed to providing financial or other support for the Work. If a stakeholder, such as a funder or Author’s institution, includes obligations or requirements that must be executed by Publisher, Author will inform Publisher of these obligations below. If a stakeholder requires a cost estimate from Publisher, a preliminary profit and loss (P&L) statement or other cost estimate document may be noted below and attached.

Author has secured funding commitments in the total amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the following stakeholder(s):

* Stakeholder name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and amount: \_\_\_\_\_\_\_\_\_
* Stakeholder name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and amount: \_\_\_\_\_\_\_\_\_

Payment schedule is as follows (choose one):

* Full payment received on mm/yyyy prior to publication of Work
* Partial payment of $\_\_\_\_\_\_\_\_\_\_\_ to be received on mm/yyyy, with remainder of $\_\_\_\_\_\_\_\_\_\_ to be paid on mm/yyyy prior to publication of Work
* Full payment received on publication of Work

If stakeholder is providing in-kind contributions (e.g. hosting, technical support, GIS maps, etc.), please specify.

* Stakeholder name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Describe stakeholder in-kind contribution:

If acknowledgement of stakeholder support is to be included in the Work, please specify the wording and placement (e.g. author acknowledgements) below:

If stakeholder has any requirements for funding or publication (e.g. Publisher provides profit and loss or cost estimate, publication with a Creative Commons license, distribution in print, compliance with accessibility requirements, funding upon publication, etc.), please specify below:

**PUBLISHING AGREEMENT
SCHEDULE D: Publication Schedule**

The following outlines the milestones and timeframes for completion of the Work and delivery to Publisher, review by peer reviewers or other third parties, revisions by Author, acceptance by Publisher, and dates of publication.

Author agrees to deliver the Work to Publisher according to the following schedule:

* One-third of the manuscript by **[mo/day/year]**
* Full Draft manuscript ready for peer review by **[mo/day/year]**
* Final, fully revised (in accordance with comments by peer reviewers and the **[Faculty Editorial Board]**) manuscript prepared for editing, design and production according to the details in Schedule A: The Work by **[mo/day/year]**

*{Editorial Note: For the above, fill in dates and/or edit to reflect selection practices appropriate to Publisher and type of Work. If the manuscript has been delivered before or at the time this Agreement is executed, the first two bullets above should be replaced with a bullet stating the manuscript was received on mo/day/year}*

Publisher agrees to act in good faith and use reasonable efforts to edit, format, and publish the Work in the forms and with the licenses outlined in Schedule B: Distribution and Re-use of the Work within **[eighteen (18) months]** of receiving a final, fully revised complete manuscript that has been approved by the **[Faculty Editorial Board]** and vetted and approved for publication by Publisher (both approvals to be conveyed in writing to Author).

*{Editorial Note:*  *Publisher may choose to articulate the various value added processes and their timing, e.g., complete editing by mo/day/year; complete design and formatting by mo/day/year; distribute by mo/day/year rather than the more general bullet above.}*

**PUBLISHING AGREEMENT
SCHEDULE E: Royalties and Revenue Sharing**

In the event that the Work is commercialized (including sales of copies, sublicensing, and/or subscription access), Publisher will pay Author royalties or payments as outlined below. No royalties are owed for copies of the Work purchased by Author at a discount or given away for promotional purposes.

Publisher agrees to pay Author royalties based on the net receipts (which are gross receipts less shipping costs, discounts, credits, returns, allowances paid, commissions and taxes) actually received by Publisher (“Net Receipts”) from copies of the Work sold or licensed as follows:

Clothbound print books: **[X%]** on the first **[XXXX]** copies sold and **[X%]** on all subsequent copies sold.

Paperback print books: **[X%]** on the first **[XXXX]** copies sold and **[X%]** on all subsequent copies sold.

Ebooks: **[X%]**.

Online editions: **[X%]**.

Other formats/mediums (please specify:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) **[X%]**.

*{Editorial Note: Only those Licensed Formats selected in Schedule B: Distribution and Re-Use of the Work should be included here.}*

If Publisher licenses or sublicenses the following Licensed Subsidiary Rights for Commercial Purposes, Publisher agrees to pay Author royalties based on Net Receipts as follows:

Translations: **[X%]**

Reprints or excerpts of portions of the Work: **[X%]**

Non-dramatic audio: **[X%]**

Motion picture, dramatic, and broadcast rights: **[X%]**

Proprietary ebook, database, or similar digital dissemination: **[X%]**

Publication in accessible formats: **[X%]**

*{Editorial Note: Only those Licensed Subsidiary Rights selected in Schedule B: Distribution and Re-Use of the Work should be included here.}*

Publisher shall distribute royalties to Author annually, along with a written explanation as to the basis for its calculations of royalties, by **[March 31st]** for revenues received the previous calendar year. Publisher shall be entitled to a reasonable reserve for returns of copies of the Work, not to exceed twenty-five percent (25%) of royalties otherwise due and owing to Author for the accounting period. Any such reserve will be paid to the Author in the next accounting period. Publisher shall not be required to make payments of royalties amounting to less than **[fifty dollars (US$50.00)]**; these amounts will accrue to the benefit of Author in a Publisher account.

If the Work has multiple Authors, Publisher shall allocate royalties equally among each Author unless the Authors provide Publisher with a written statement, signed by each Author, as to a different allocation of royalties, which statement shall be incorporated into this Agreement. In the event of a dispute among Authors, Publisher shall be entitled to deposit royalties in an escrow account and discharged of its obligations to distribute royalties to the Authors until the dispute is resolved by a court of competent jurisdiction or by a written agreement signed by each Author. The Authors hereby release, waive, and agree not to sue Publisher in the event of its use of such escrow account. Publisher shall deduct from the royalties owing to Authors, if any, any expenses, costs, and fees charged to open and maintain the escrow account.

Upon written notice to Publisher within one year of any accounting statement, Author may at Author’s expense have an independent certified public accountant examine Publisher’s records of accounts for the Work during regular business hours to certify the accuracy of the accounting statement. If the audit reveals an underpayment, Publisher will promptly (i) pay the underpayment and (ii) if the underpayment is greater than five percent (5%), reimburse Author for the expense of the audit.

**PUBLISHING AGREEMENT
SCHEDULE F: Contributors to be Credited or Acknowledged**

Preparing and publishing digital works of scholarship often requires a team of people with varied expertise and skills. It is important to recognize these contributions. Author will list everyone who made a substantial contribution to the Work and their role, adding more lines if needed. Publisher will make reasonable efforts to provide appropriate acknowledgment in the Work in accordance with its particular editorial style.

Name: Contribution:

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**PUBLISHING AGREEMENT
SCHEDULE G: Content Not Original to Author**

Author will provide a list below of all content in the Work not original to Author, except for short quotes which are both properly cited and reasonably included as a fair use. The list will include the metadata details below for each item. Author will also specify any Works included as a fair use (which are not short quotes) and Works which are no longer protected by copyright. The labor of seeking permissions from third parties and paying permission fees are the Author’s responsibility. Publisher may provide the form it requires such third parties to sign and require Author to provide copies of original permissions documentation.

Author agrees to obtain the right to include the content listed below in the Work, in perpetuity, throughout the **[World/North America/other territories]** and in **[all Languages/detail of any languages not included]**, and in **[all formats, print or digital, now known or later developed]**.

Please check each content type included in the Work, and include a list of all of those items not original to Author:

* texts
* black and white photos
* color photos
* line drawings
* maps
* charts or graphs
* musical examples
* other illustrative images
* audio files
* video files

Author agrees to supply the following metadata details for each item listed above:

* Title
* Digital File Name
* Resource type (e.g., text, color photo, map)
* Caption
* Copyright status
* Copyright holder
* License granted for use

**PUBLISHING AGREEMENT
SCHEDULE H: Marketing Efforts of Author and Publisher**

Marketing is a joint responsibility, and Author agrees to be a full partner with Publisher in promoting the Work. The purpose of marketing is increasing visibility and, if applicable, sales and licensing. Publisher’s marketing plans and Author’s responsibilities are outlined below.

Subject to the terms and conditions in this Agreement, Publisher will take on the following marketing responsibilities during the term of this Agreement:

* Publisher will include the open access Work on its own website and distribute it through appropriate aggregators. These include **[OAPEN, HathiTrust, JSTOR Open, Muse Open].**
* If the Work is sold, Publisher will place the Work in promotional channels (vendors and direct sales) typically used for Works of this subject matter. These include **[library wholesalers, Amazon.com]**.
* Publisher will include the Work in the Publisher’s catalog.
* Publisher will include theWork in the following relevant conference exhibits for at least one year after publication: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Publisher will submit the Work up to XX number of the following relevant prize(s), provided that the prize submission fees to do not exceed $XX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Publisher will submit up to XX number of copies of the Work for the following review outlets, as agreed upon with suggestions from Author: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Author will take on the following marketing responsibilities during the term of this Agreement:

* Author will submit suggestions of review and prize destinations and complete any marketing questionnaire that Publisher provides.
* Author will provide an appropriate citation and credit to the Work and to Publisher when drawing on or referring to the material contained in the Work.
* Author will publicize through her/his social medial channels, including Twitter and Facebook, and provide in such posts a unique identifier such as ISBN, DOI, or Publisher URL.
* Author will use an excerpt of the book in a blog post appearing in the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* If Author is willing to be interviewed for radio or TV programs, Author will communicate to Publisher any radio or TV programs that focus on the subject area of the Work and/or have expressed interest in having Author as a guest.

*{Editorial note: This schedule may be completed near the time of publication of the Work, and after the Agreement has been signed by both parties. If that is the case, it is recommended that a signature block be added for Publisher and Author to sign and date to indicate their agreement.}*

1. “[The Future of the Monograph in the Digital Era: A Report to the Andrew W. Mellon Foundation](https://open.library.emory.edu/publications/emory%3Aq4fd0/),” July 1, 2015 from Emory University and [“A Study of Direct Author Subvention for Publishing Humanities Books at Two Universities: A Report to the Andrew W. Mellon Foundation by Indiana University and University of Michigan,”](http://hdl.handle.net/2027.42/113671) September 15, 2015. [↑](#footnote-ref-1)