



## AUTHORS AGREEMENT

Agreement made on June 21, 1994, between John Doe \_\_\_\_\_, hereinafter called the Author, and MathPro Press, Inc., hereinafter called the Publisher.

### 1. Grant of Rights

- (a) The Author agrees to write for publication a work tentatively entitled John's Math Problem Book \_\_\_\_\_, hereinafter called the Work.
- (b) The Author grants and assigns to the Publisher all his rights, title, and interest in the Work, including the exclusive right to publish, fix the price of, and sell the Work, including all revisions and future editions thereof, throughout the world during the full term of all copyrights and all renewals with the exclusive authority to exercise or to dispose of these rights in all countries, in all languages, and in all formats.
- (c) The Author grants to the Publisher the right to apply for and register the first copyright and subsequent copyrights, if any, in the Publisher's name and at the Publisher's expense.

### 2. Delivery and Acceptance of Manuscript

- (a) The Author agrees to deliver to the Publisher a complete manuscript of this Work in the English language, which shall be acceptable to the Publisher in content and form, on or prior to August 1, 1994.
- (b) Said manuscript shall include all front and end matter requested by the publisher and shall be ready for production. It shall include all figures, line drawings, photographs, tables, charts, and appendices needed for the Work. However, the index, if deemed necessary by the Publisher, need not be provided by the Author until after the Author has received final page proofs.
- (c) It is estimated that the manuscript shall consist of approximately 200 pages of typed material, or equivalent, and that it will contain about 50 figures, graphs, drawings, tables, and photographs.
- (d) All figures, line drawings, graphs, charts, tables and photographs shall be in camera-ready form or supplied in an acceptable machine-readable format (such as Encapsulated PostScript), from which camera-ready copy may be produced.
- (e) If the final manuscript is not acceptable to the Publisher, or if it is not delivered on schedule, or if the above specifications are not met, and if in the Publisher's opinion an extension of time is not advisable, then the Publisher may terminate this Agreement by notice in writing. However, if a complete manuscript is delivered on schedule, but portions are unacceptable to the Publisher, the Author shall be given an additional 3 months to revise the portions found unacceptable before this Agreement may be terminated. Upon such termination of this Agreement, the Author agrees to repay to the Publisher any advances paid to the Author under the terms of this Agreement.

### 3. Ownership and Copyrighted Materials

- (a) The Author warrants that he is the legal author and sole proprietor of the Work and that the Work is original and does not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever.
- (b) The Author agrees, where necessary, to obtain and to deliver to the Publisher written permission to use all previously copyrighted material included in this Work, and to defend, indemnify, and hold harmless the Publisher against any damages resulting from claims by others that the Author has infringed on their rights. It is the duty of the Author to obtain (and pay for, if necessary) such permissions.

### 4. Proofreading and Corrections

- (a) The Publisher shall have the right to edit the Work for the original printing and for any reprinting, provided the meaning of the text is not materially altered.
- (b) The Author agrees to read, correct, and return proof copies to the Publisher within 30 days of receipt.
- (c) Once a completed proof copy (as opposed to a rough draft) is delivered to the Author, if the costs of further corrections and alterations that the Author makes to the text or illustrations (excluding corrections of errors made by the copy editor or compositor) exceed 5% of the cost of the original composition and typesetting, the extra cost will be deducted from the Author's royalties.

### 5. Translation Rights

- (a) The rights the Author has granted to the Publisher include the exclusive right to translate the Work into languages other than English. This includes the right to prepare, license, assign, or otherwise dispose of versions of the Work in all languages, forms, and media, throughout the world.
- (b) If the Publisher creates such a translation at the Publisher's expense, the Author shall receive royalties for any such copies sold. These royalties shall be at the same rate as royalties for the English language book version of the Work.
- (c) If the Publisher sells any or all of the translation rights, the Author shall receive 50% of the net proceeds received by the Publisher for the disposition of such translation rights.

### 6. Derivative Works and Electronic Publishing Rights

- (a) The rights the Author has granted to the Publisher include the exclusive right to publish, or authorize others to publish, condensations and abridgements of the Work; publication of the complete Work or selections therefrom in anthologies, compilations and digests.
- (b) The rights the Author has granted to the Publisher include the right to use the Work, or any portion thereof, in information storage and retrieval systems whether through mechanical or electronic means now known or hereafter invented, including but not limited to sound recordings, computer programs and databases, and use with media such as magnetic tape, microfilm, magnetic or optical disks, CD ROM disks, multimedia presentations, and electronic bulletin boards.
- (c) Except as described in paragraph (e) below, if the Publisher uses all or part of the Work within a derivative work, such as an anthology, compilation, or electronic version of the work, then the Author shall receive royalties for any such copies sold. These royalties shall be at the same rate as royalties for the English language book version of the Work multiplied by the size of the Work divided by the size of the derivative work.

- (d) Except as described in paragraph (e) below, if the Publisher sells any or all of the electronic publishing rights or the right to make derivative works, the Author shall receive 50% of the net proceeds received by the Publisher for the disposition of such rights.
- (e) The Author grants to the Publisher the perpetual right to use all or a portion of the mathematical problems contained in the Work in derivative works such as indexes, compendiums, and electronic databases without the payment of any royalties, provided that
  - (i) no problem solutions from the Work appear in the derivative work;
  - (ii) the material excerpted from the Work comprises less than 10% of the derivative work; and
  - (iii) the derivative work credits such problems used as coming from the Author's Work.Such right shall remain in effect even after the Work goes out of print or this Agreement is otherwise terminated.

## 7. Other Subsidiary Rights

The rights the Author has granted to the Publisher include but are not limited to book club rights, dramatic rights, motion picture, radio and television rights, and merchandising rights. Because of the technical nature of the Work, it is not expected that any such uses of the Work shall actually occur. However, should any such uses be made by the Publisher, the Author shall receive 50% of the net proceeds received by the Publisher for the disposition of any such subsidiary rights.

## 8. Publisher Rights and Responsibilities

- (a) In consideration of the foregoing, the Publisher, at his own expense, and upon delivery of a complete manuscript acceptable to the Publisher, will proceed at once to manufacture and publish the Work.
- (b) The Publisher, at his own expense, shall have the right and obligation to
  - (i) create a suitable design for the Work;
  - (ii) have the material copyedited to conform to the Publisher's standards;
  - (iii) establish a title for the Work;
  - (iv) determine the format, method of printing and binding;
  - (v) create the design for the front and back covers; and
  - (vi) set a price for the Work.
- (c) The Publisher shall employ his best efforts to promote the sale of this Work.
- (d) The publisher shall have the right to create revised editions of the Work if deemed necessary to promote continued demand for the Work. Royalty terms specified for the original edition shall apply to all future editions.

## 9. Royalties

- (a) The Publisher agrees to pay a royalty to the Author of 10% of the list price of each book sold, except as described in paragraph (f) below, and less any advance.
- (b) Royalties shall be paid annually in the month of March, for the preceding twelve months, or fractions thereof, ending December 31st.
- (c) The royalty payment will be accompanied by a statement specifying how many books were sold during the applicable twelve month period.
- (d) All royalty payments shall be in U.S. funds.
- (e) Should the Author receive an overpayment of royalties on copies of the Work sold but subsequently returned, the Author agrees that the Publisher may deduct such overpayment from future royalties payable to the Author.

- (f) No royalties shall be payable on copies of the Work
  - (i) furnished gratis to the Author;
  - (ii) furnished gratis to others, at the Publisher's discretion, (such as for promotional purposes or copies furnished to book reviewers);
  - (iii) sold to the Author at a discount;
  - (iv) sold at or below the cost of manufacture (for example: remainders).

#### 10. Advance

The Publisher shall pay to the Author, as an advance against royalties to be earned, the sum of \$500, payable as follows: 1/2 payable on execution of this Agreement and 1/2 payable on delivery of an acceptable manuscript.

#### 11. Related Works

The Author agrees that as long as this Work remains in print, the Author will not prepare or cause to be prepared without written permission of the Publisher any work of a character that will specifically interfere with the sale of this Work.

#### 12. Front and Back Matter

If the Author does not supply a requested piece of front or back matter (such as an Introduction, Preface, Table of Contents, Glossary, Bibliography, or Subject Index), the Publisher may arrange for the creation of such matter and the cost of preparation will be deducted from the Author's royalties.

#### 13. Author's Copies

The Publisher agrees to furnish the Author with 20 copies of this Work without charge with the understanding that the Author will not resell these copies in a competitive market. With the same understanding, the Author may purchase additional copies at a 30% discount from the list price.

#### 14. Out of Print

The Author agrees that, if the sales of this Work decrease to such an extent that in the opinion of the Publisher it is no longer profitable for the Publisher to continue this work in print, the book may be allowed to go "out of print", in which case this Agreement shall terminate and all rights to the work not already disposed of will revert back to the Author. The Author shall have first option to purchase any remaining unsold copies of the Work at the manufacture price (the cost of typesetting, printing, and binding).

#### 15. Termination

Upon any termination of this Agreement, whether or not the work is out of print, the Author shall have the right to purchase any or all available printing plates, film negatives, or computer files related to the Work.

#### 16. Notices

All notices required under any of the provisions of this Agreement shall be written notices. Such notices shall be deemed to have been properly served by delivery in person to the Author or the Publisher, or by mailing such notice to either of the parties at the addresses set forth below, except that the addresses may be changed by notice in writing.

17. Interpretation

This Agreement is the complete understanding between the Author and the Publisher and supersedes all prior negotiations, understandings, and agreements. Any modifications to this Agreement must be in writing and signed by the Author and the Publisher. This Agreement shall be construed and interpreted according to the laws of the Commonwealth of Massachusetts and shall be binding upon the parties hereto, their heirs, successors, executors, and assigns.

By:

\_\_\_\_\_  
Stanley Rabinowitz,  
President, MathPro Press, Inc.  
10 Cliff Road  
Chelmsford, MA 01824-1958 USA

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Date

\_\_\_\_\_  
John Doe,  
Author

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Postal address

\_\_\_\_\_  
City, State,                      Zip Code