

AUTHOR-PUBLISHER AGREEMENT

AGREEMENT made this 15th October 2023, between Jane M. Doe, 123 Elm Street, Springfield, IL 62704, USA (the "Author") and XYZ Publishing Ltd, The Plaza, North Gate, London, NW1 5AG, UK (the "Publisher") (together with the Author, the "Parties" and individually a "Party") with respect to the work, tentatively titled: "Modern Innovations in Artificial Intelligence" (the "Work").

1. Rights

1.1 Grant of Rights

- (a) The Author assigns to the Publisher the entire copyright in the Work during the full term of copyright and any extensions thereof. This includes any supplementary materials, updates, revised editions, and any derivative works based on the Work.
- (b) All rights in the "Appearance of the Work" such as design, typography, binding, cover, and digital layout belong to the Publisher.
- (c) The Author retains all proprietary rights other than copyright, such as patent rights, in any process, procedure, or article of manufacture described in the Work.
- (d) The Author waives all moral rights (other than the right to be identified as the author) and agrees not to make any claims against the Publisher or its licensees regarding the use of the Work.

2. Delivery of Materials

2.1 Author's Obligations

- (a) The Author shall deliver the complete and final materials for the Work satisfactory to the Publisher by 1st August 2024 ("Due Date").
- (b) The Author shall obtain written permission for any third-party material included in the Work, submitting all permissions with the final materials.
- (c) Printer-ready materials must comply with the Publisher's font guidelines.
- (d) The Publisher shall notify the Author within 60 days of delivery if the materials are satisfactory or request necessary changes.
- (e) If no response is received within the prescribed period, the Author may request a response and terminate the agreement if none is provided within 30 days.
- (f) If the Author fails to deliver satisfactory materials by the Due Date, the Publisher may complete the Work at the Author's expense or terminate the Agreement.
- (g) All copyediting queries must be replied to within 14 days.
- (h) Proofs must be reviewed and returned within 14 days.
- (i) The Publisher bears the cost of alterations up to 10% of the original production costs.
- (j) The Author agrees to make amendments reasonably required by the Publisher to make the Work suitable for its intended market.
- (k) The Author shall respond to material change requests within 14 days.
- (l) The Author shall deliver the final index with the corrected proofs.

3. Publication

3.1 Publisher's Obligations

- (a) The Publisher will publish the Work at its own expense in formats deemed appropriate for the market.
- (b) The Author shall assist with marketing upon request.
- (c) The Publisher is not obligated to publish if market conditions adversely affect the Work's potential sales.

4. Copyright/Credits

4.1 Copyright Notice

- (a) The Publisher shall include a copyright notice in the Publisher's name in each copy of the Work and has the right to register the copyright.
- (b) The Publisher can use the Author's name, likeness, and biographical data in connection with the Work and its promotion.

5. Royalties

5.1 Royalty Payments

- (a) The Publisher shall pay the Author the following royalty percentages from Net Receipts:
 - (i) 10% from print sales.
 - (ii) 10% from electronic sales.
 - (iii) 5% from sales at discounts of 60% or more.
 - (iv) 50% from subsidiary rights.
 - (v) 10% from derivative works.
 - (vi) Pro rata for collective uses.
 - (vii) 10% from digital collection usage-based licenses.
- (b) An advance of \$3,000 USD will be paid upon signing this Agreement.
- (c) "Net Receipts" means the amount received by the Publisher less discounts, taxes, bad debts, and returns.
- (d) Royalties are not due on revenues that cannot be transmitted due to foreign government restrictions.
- (e) No royalties will be paid for illustrative material fees, transcription for disabilities, remainder copies, discounted copies purchased by the Author, or donated copies.
- (f) The Publisher may permit the inclusion of the Work in licensing collections, with proceeds divided equally between the Author and the Publisher.

6. Accounting/Payments

6.1 Annual Statements

- (a) The Publisher will prepare an annual royalty statement for the period ending on December 31st, with payments due by March 31st.
- (b) The Author must submit a completed Payment Method Form (PMF) for electronic payments.
- (c) All payments are made without deduction of taxes; the Author is responsible for tax compliance.

- (d) The Publisher will use Self-Billing for VAT-registered Authors.
- (e) The Publisher shall give 5 free copies of the Work to the Author upon publication and offer additional copies at a discount.

7. Competing Works

7.1 Restrictions

- (a) The Author shall not publish or permit the publication of competing works without the Publisher's consent.
- (b) The Author may use material from the Work for scholarly articles, provided credit is given.

8. Revised Editions

8.1 Revised Editions

- (a) The Publisher may request a revised edition, and the Author shall advise within 60 days.
- (b) If the Author does not participate, the Publisher may arrange for others to prepare the Revised Edition, with credits and royalties appropriately adjusted.

9. Option for Next Work

9.1 Right of First Refusal

- (a) The Author shall offer the Publisher the next book-length work before offering it to others.
- (b) The Publisher shall have 60 days to decide and negotiate terms.

10. Incapacity

10.1 Death or Incapacity

- (a) If the Author dies or becomes incapacitated before contributing publishable content, the Publisher may withdraw from the Agreement.
- (b) If publishable content is submitted, the Publisher may complete the Work with third parties, apportioning royalties accordingly.

11. Warranty and Indemnity

11.1 Author's Warranty

- (a) The Author warrants that the Work is original, does not contain unlawful material, and does not infringe on third-party rights.
- (b) The Author shall hold the Publisher harmless against any claims of infringement.

12. Infringement

12.1 Claims for Infringement

- (a) The Publisher has the right to pursue claims for copyright infringement.
- (b) The Author shall assist the Publisher in pursuing such claims.

13. Termination

13.1 Termination Conditions

- (a) The Author may terminate if the Publisher fails to respond to change requests.
- (b) The Publisher may terminate for failure to deliver satisfactory materials, potential legal liabilities, adverse market conditions, or damage to reputation.
- (c) Upon termination, rights revert to the Author, and any advances must be repaid.

14. Notices

14.1 Notices

- (a) Notices must be sent to the addresses provided, marked for the attention of the parties specified.

15. Data Protection

15.1 Personal Data

- (a) The Publisher may process the Author's personal data for transaction-related purposes in compliance with applicable laws.

16. General Provisions

16.1 Entire Agreement

- (a) This Agreement supersedes all prior agreements and can only be modified in writing.
- (b) The Parties are independent contractors.
- (c) No waiver of any provision shall be deemed a waiver of any other provision.
- (d) The terms of this Agreement are confidential.
- (e) Disputes shall be governed by the laws of England and Wales.
- (f) US resident Authors must submit an IRS Form W-9.
- (g) Rights granted by the Author are not assignable without the Publisher's consent.
- (h) This Agreement may be executed electronically and in counterparts.
- (i) The Publisher reserves the right to withdraw this Agreement if not signed within 60 days.
- (j) Provisions relating to warranties, data protection, and general terms shall survive termination.
- (k) Neither Party is liable for delays due to force majeure events.
- (l) Each Party warrants that the signatory has the authority to bind the Party.

AGREED AND ACCEPTED:

XYZ Publishing Ltd.

Jane M. Doe

Author

Date

Email Address