

Publishing Contract

This Contract is made on _____, 20__

by and between Cybereditions an operational division of Webcentre Ltd, a limited-liability company trading at 39E Waterman Pl, PO Box 19-760, Christchurch, New Zealand, (hereafter "the Publishers" which expression shall, where the context admits, include any publishing imprint subsidiary to or associated with the Publishers and the Publishers' executors, administrators, successors and assigns) and

(hereafter the "Author" which expression shall, where the context admits, include the Author's executors, administrators, successors and assigns) in respect of the Work entitled

(hereafter the "Work").

Description of the Work

1. The Author cedes to the Publishers exclusive world-wide electronic and print publishing rights to the Work during the full term of copyright and for all renewals and extensions of copyright. This Contract shall apply to:

(1a) all uses of the Work in digital formats including all online formats carried on the Internet and the World Wide Web, digital book-reader formats, such as those suitable for the Adobe eBook Reader, Microsoft Reader, RocketBook, SoftBook, and other comparable reading devices

(1b) all sales of the entire Work in paper editions, or in digital and photographic formats used to produce paper editions, either by the Publishers or by other producer/sellers of authorized paper editions, including sellers utilizing print-on-demand or small print-run technologies

(1c) all sales of the entire Work, or of parts of the Work, including sales and fees for use of the Work or parts of the Work in library reader formats, such as those used by NetLibrary, Ebrary, and Questia, sales and fees for use of parts of the Work in academic course packs and anthologies produced in schools, universities, and other entities, and sales and fees derived from permission fees for magazine, condensation, and quotation rights, and photocopying or digital reproduction of parts of the Work.

Royalties and Payments

(2) The Publishers shall pay to the Author a royalty as a percentage of net revenues accruing from the sale of electronic downloads of the Work as described above in (1a) according to the following schedule. This royalty is calculated on the net return to the Publishers, either as a percentage of retail sales of the Author's Work by the Publishers or as a percentage of the net amount of revenue realized by wholesale on-selling of the Work to another retailer:

1-499 copies	25%
500-999 copies	33%
1000+ copies	40%

If, in addition to the electronic publication, as described above in (1a), the Publishers produce a paper edition of the Work, as described above in (1b), The Publishers shall pay to the Author a royalty of 12.5% on sales of the paper edition. This royalty is calculated on the net return to the Publishers, either as a percentage of retail sales of the Author's Work by the Publishers or as a percentage of the net amount of revenue realized by wholesale on-selling of the Work to another retailer. For all other revenue generated by the Work, including sales and fees for uses of the Work or parts of the Work as described in (1c) above, the Publishers shall pay to the Author a royalty of 10%. This royalty is calculated on the net return to the Publishers, either as a percentage of the net revenue realized by sales and fees paid directly to the Publishers, or as a percentage of net revenue received from an agent or entity authorized to act on behalf of the Publishers.

(3) Bank transfer, credit-card charges, site storage, and processing charges shall be borne by the Publishers. No royalty shall be assigned on a sale that is for any reason invalidated (customer error, return, stolen credit card, etc.), or used for office or promotional use (review copies, free copies, software or equipment testing).

(4) Royalty cheques shall be issued annually, in the month of April, for sales in the preceding calendar year. If the royalty owing to the Author is less than \$100.00 (United States dollars) in any calendar year, the royalty shall be aggregated to that of the following calendar year.

Copyright and Warranties

(5) The Author guarantees to the Publishers that

- (a) nothing in the Work is plagiarized or infringes any existing copyright
- (b) the Work contains no matter that is defamatory, libelous, slanderous, an invasion of privacy, or otherwise unlawful
- (c) the Author holds all necessary rights to enable the Publishers to publish the Work and any illustrations therein and has obtained all relevant consents for the purposes of this Contract.

(6) The Author shall secure United States and other appropriate copyright to the Work. In the event that the Author fails to secure copyright within 30 days from the date of its publication, the Author shall assign to the Publishers the copyright to the Work and authorize the Publishers to secure said copyright in the name of the Publishers. The Author shall assist the Publishers by executing all documents reasonably necessary for the assignment. If the copyright is placed in the Author's name, it is understood that all rights to print or publish electronically do hereby remain the exclusive right of the Publishers as specified in this Contract.

(7) The Author agrees to indemnify and hold the Publishers harmless against any claim, demand, suit, action, proceeding, prosecution or judgment, based upon the Publishers's exercise of the rights conferred by this Contract, including all reasonable expenses, losses, penalties, legal fees, and liabilities suffered or incurred.

Acceptance and Reversion of Rights

(8) The Publishers shall subject the Work to normal copyediting to ensure correctness of grammar, punctuation and spelling, and accuracy of factual information and citations. The Author undertakes to read, check and correct proofs of the Work and to return them to the Publishers within 14 days of their receipt unless otherwise agreed or prevented by illness from so doing. The cost of any alterations made by the Author (other than corrections of copy editors or printer's errors) in excess of 10% of the cost of composition or reproduction shall be borne by the Author and may be deducted from such sums which may become due to the Author under this Contract.

The Author shall be given an opportunity to review the final edited version of the Work prior to its release. Publication of any Work requires agreement between the Author and the Publishers on the final content of the Work.

(9) The advertising and promotion of the Work shall be wholly at the discretion of the Publishers. The retail or wholesale pricing of the Work shall be wholly at the discretion of the Publishers. At its discretion, the Publishers may offer the Work at a discounted price, or sell the work acting as wholesaler to a retailer at a discounted price.

(10) Should the Publishers fail to fulfil or comply with any of the clauses of this Contract within three months of being requested in writing to do so or should they go into liquidation otherwise than for the purpose of reconstruction, or for any reason fail to make the Work available for online sale during a period exceeding 60 days following its publication, the Author may by notice in writing withdraw the rights in the said Work granted to the Publishers under this Contract without prejudice to any subsisting rights granted by the Publishers to any person, firm or company during the term of this Contract.

(11) If any of the provisions, or portions thereof, of this Contract are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the balance of this Contract shall remain in full force and effect.

(12) This is the complete and exclusive Contract between the Publishers and Author and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract. This Contract may be modified only by a written Agreement signed by both parties.

(13) This Contract shall be governed by and interpreted in accordance with the company and contract law of New Zealand. The parties to this Contract irrevocably consent to the jurisdiction of the court located in Christchurch, New Zealand and agree that any action, suit, or proceeding between the parties hereto shall be brought in Christchurch, New Zealand.

(14) The waiver by either party of any default or breach of this Contract shall not constitute a waiver of any other or subsequent default or breach. This Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assignees.

Webcentre Ltd.

(signed) _____

Name: _____

Address: _____

Author:

(signed) _____

Name: _____

Address: _____

NOTE TO AUTHORS: Please print two copies of the contract and, after signing, send both to Webcentre Ltd, PO Box 19-760, Christchurch, New Zealand, enclosing a postal address to which one copy will be returned after being signed by a representative of the Publishers.

Policy

Author's and review copy policy for print-on-demand books

In traditional book publishing a book is printed in a run of anywhere from 250 to many tens of thousands of copies. Print-on-demand publishing involves a radically different procedure: each copy of the book represents a separate order, and is printed to that order. There is no stock of the book on shelves in a warehouse. True print on demand must be distinguished even from short-run, multi-copy printing, where as few as a hundred copies may be produced in a single run.

In this respect, print-on-demand publishing offers no economies of scale in print runs. There is no relatively small marginal cost in printing a few more copies in a run for the publisher, the author, or reviewers. This affects the capacity of Cybereditions to deal with the expectations of authors for discounted or “free” copies. Because we carry no stock, even for office use, we cannot easily or cheaply offer books to anyone.

Nevertheless, we will as matter of policy give each author five copies of the printed book at our expense. We will also, at our discretion and expense, distribute review copies where we believe a review will be forthcoming, or where a review copy is specifically requested and it's reasonable to think a review will result. No royalty is payable on these books.

The author may purchase further copies from Barnes & Noble at the normal retail price. This of course is a discounted price for the author, inasmuch as the author will eventually receive a royalty on these books. Given the structure of print-on-demand publishing, we are not in a position to offer such titles at a hefty discount; in fact, we cannot offer them at all, beyond the five free author copies.

This is obviously a tighter policy for review and author copies than is seen in traditional book publishing. We hope authors will understand that the traditional attitude toward what are marginally cheap books, which are produced as part of a large run, cannot apply in this new publishing world.

Subvention Policy

Cybereditions welcomes publications which are supported by a subvention, in recognition of the likelihood of low sales volume or lengthy time required to recover initial production expenses inherent in the nature of the material we publish. That said, Cybereditions reserves the right to make editorial decisions based primarily on the quality of the work and will **not** guarantee to publish any material offered in conjunction with a subvention per se.

Authors should state at the time of providing sample material or a draft ms whether a subvention is available. In cases where a book is accepted subject to a subvention agreement, the Author should promptly provide information on any requirements on the part of the Subvention Provider, prior to signing the contract. The Author will then be considered responsible for ensuring the subvention is duly paid.

Cybereditions will provide a pro forma Subvention Payment invoice to the Author for provision to the Subvention Provider.

(Typically a subvention would be expected to be in the region of \$2,000 and payment would be requested following the first copy-edit step.)

If required, Cybereditions will assign Author revenue to the Subvention Provider.

If required, Cybereditions will acknowledge the provision of the subvention with a suitable statement on the copyright page or on the reverse of the title page.

The provision of any information relating to the payment and requirements of the Subvention Provider is the responsibility of the Author. Any other reporting relating to the subvention shall be conducted between the Author and the Subvention Provider.

If the Author is required to provide a copy of the work to the Subvention Provider, that shall be the Author's responsibility (NB Authors receive five free copies of the work as part of our standard contractual relationship.)

We strongly recommend any Author seeking a subvention from their institution to include a copy of this policy with their subvention application.