Book or music publishing agreement

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Schedule 1 Press release

This agreement is dated: [date] And made between: [name] of [address] (■ ■ ■ " ■ ■ ■ "); ■ ■ ■ [Company name], company number [number] incorporated in New Zealand, of [■■ It is now agreed as follows: **Definitions** 1. "Book" means the book written by the Author under the name of [Book name]. It includes all Intellectual ---------"Confidential Information" means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person - - - - - - - - - - - - -..................... information about staff, their performance and ------------, data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer $\blacksquare \blacksquare \blacksquare$, $\blacksquare \blacksquare$ information created or arising from this agreement; information owned by a third party and in respect -------

information, comment or implication published on

"Subsidiary Rights" means any product or text in any medium which is based on or originated, "Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, "Know-how" means technical information, and other procedures and ways of working and organising "Licence" means the licence granted by Author to the Publisher in "Royalty" "Territory" means the following countries: [list countries].

2. Interpretation

In this agreement unless the context otherwise requires:

2.1 a reference to one gender shall include any or all genders and a reference to the singular may be interpreted a a second a second a second a reference to a person includes a human individual, a corporate entity, a partnership, a governmental authority a second a second

2.3 a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights

	and obligations are transferred or pass as a • • • • • • • • • • •
2.4	the headings to the paragraphs and schedule (if any) to this agreement are inserted ••••••••••••••••••••••••••••••••••••
2.5	any agreement by either party not to do or omit to do something includes an obligation not to allow some
2.6	a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
2.7	all money sums mentioned in this agreement are calculated net of GST, which
2.8	this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail. If a version of
Rela	ationship of parties
3.1	Nothing in this agreement shall create a partnership, agency or other relationship between the parties, other • • • • • • • • • • • • • • • • • • •
3.2	Neither party shall have, nor represent that he has, any authority to make any commitment on the
Fnti	re agreement

3.

4.

4.1 This agreement contains the entire agreement between the parties and supersedes all

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	4.3	Conditions, warranties or other terms implied by statute or common law in any country, are excluded • • • • • • • • • • • • • • • • • •
	4.4	Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information
	4.5	As an exception to the last previous sub paragraphs, the parties do rely
		[Enter list of other docs and dates • • • • • • • • • • •].
5.	Aut	hor's representations as to Intellectual Property
		Author represents and warrants that except as provided elsewhere in I I I I I I I I I I I I I I I I I I
	5.1	the Author is the owner of the entire right, title and \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	5.2	the Book contains nothing obscene, indecent, libellous or which would, if E E E E E E E E E E E E E E E ;
	5.3	all statements of fact in the Book are true, and publication of the Book by the Publisher
	5.4	[The Author shall not • • • • • • • • • • • • • • • • • • •
6.	Add	litional material
	6.1	If required by the Publisher, the
		6.1.1 indices,
		6.1.2 tables,

No express or implied licence of the Book is granted to the Publisher

		6.1.4 bibliography,
		6.1.5 directory of suppliers, or
		6.1.6 any other material [enter detail].
	6.2	The Author will • • • • • • • • • • • • [• • • • / • • • •
7.	Con	trol of publication
	7.1	The Publisher shall consult with the Author over the content and form of the Book until conclusion of first
	7.2	The Publisher shall bear all expenses of production and advertising, except the amount (if any) by which
	7.3	The price and terms of sale of the published
0	The	License of the Deels
8.	ıne	Licence of the Book
	8.1	The Publisher acknowledges that except as provided elsewhere in this agreement, the Author
	8.2	For the licence fee of \$ [10,000], [receipt of which the Author now acknowledges] • • • • • • • • • • • • • • • • • • •

6.1.3 graphs,

8.3	The Licence is limited • • • • • • • • • • • • • • • • • • •
8.4	The Publisher must not assign nor sub-license
8.5	[Except as specified in this agreement], the Publisher • • • • • • • • • • • • • • • • • • •
8.6	The Licence also includes all
8.7	So far as any goodwill is generated by the Publisher's
Roy	alty calculation
9.1	In this paragraph, "Net Sales Value" means the
	9.1.1 normal trade • • • • • • • • • • • • • • • • • • •
	9.1.2 the costs • • • • • • • , • • • • , • • • • ;

9.1.4 bank charges on sales receipts;

9.1.3 GST or other sales **•••**, **•••**

9.1.5 sales commission payable to third parties;

..............;

9.1.6 sales taxes;

- 9.1.7 other transaction taxes.
- 9.2 The Royalty shall be calculated as follows:

	9.2.	1 [five] per cent of the Net	••••
	OR		
	9.2.	2 On the original hardback • • • (• • • • • •) • •	••••
		On the first 2, 500 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	5
		On the next 7, 500 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	10
		On all other • • • • • • • • • • • • • %	15
	9.2.	.3 On the original %.	10
	9.2.	.4 On paperback editions issued under the	••••
	9.2.	.5 On paperback editions	:
	9.2.	.6 On digital ■ ■ ■ ■	20 %
	9.2.	.7 On sales arising •••••••, ••••••	••••
10.	Additio	nal royalties on Subsidiary Rights	
		to the Royalties on principal sales set out above, ■ ■ ■ ■	
		• • • • • • • • • • • • • • • • • • • •	
		% of the	
		% of the • • • • • • • • • • • • • • • ;	••••

10.4	[30] % = = = = ;
10.5	[30] %;
10.6	[30] % • • • • • • • • • • • • • • • • • •
10.7	[30] % of the income from paperback
	;
10.8	[30] % of the income from hardcover $\blacksquare \blacksquare \blacksquare$
	;
10.9	[30] % = = = = = = = = = = = = = = ;
10.10	[30] %
Payı	ment terms
11.1	The gross sums received by any sub-licensee
11.2	Dy signing this agreement the Author new seknowledges receipt of the
11.2	By signing this agreement, the Author now acknowledges receipt of the sum of \$ [10, 000], ** ** ** ** ** ** ** ** ** ** ** ** **
	
11.3	Royalty is •••••••••••••••••••••••••••••••••••
11.4	On or before [day / date] in each [month / year] the

11.

10.3 [30] % -----;

.......

11.5 The Publisher shall pay **The Publisher Shall Pay The Publisher Shall Pay**

11.6	Royalty payment shall be made
11.7	Payments shall be considered to have
11.8	Payments due but unpaid on the due date shall bear interest at a rate of [
	8%,
11.9	Any tax which the Publisher is required by law • • • • • • • • • • •
11.10	If money is withheld on account of tax, the Publisher
	11.10.1 a written receipt for the tax paid;
	11.10.2 other documentation necessary or desirable to enable
11.11	If tax is payable or money withheld, the cost shall be borne by the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
11.12	The Publisher shall keep complete and accurate records and books
	•••••
11.13	The Author shall have the right, at his own cost and expense, not more than once

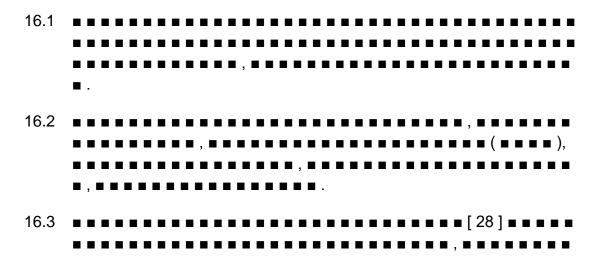
	11.14	Publisher's records during reasonable business hours for the ,
	11.15	The accountants shall be instructed to disclose to
	11.16	If any underpayment by the Publisher is greater than [ten] per cent of the amount
	11.17	The provisions of \blacksquare
12.	Purc	chased and complimentary copies
12.	Puro 12.1	Chased and complimentary copies On publication of the Book, the Publisher shall send to the Author [eight] complimentary copies
12.		On publication of the Book, the Publisher shall send to the Author [eight] complimentary copies • • • • • • • • • • • • • • • • • • •
12.	12.1	On publication of the Book, the Publisher shall send to the Author [eight] complimentary copies

13. Notice to reprin	1	3.	Notice to	reprint
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13.1	If the Publisher stops selling the Book for any reason, or •••••
	•••••••
13.2	If the Publisher fails to comply
13.3	A termination under this paragraph does not
	•••••••••
Prot	ection of Author's Intellectual Property rights
The P	bublisher agrees that it will:
14.1	not claim nor register any Intellectual Property right
	;
14.2	not publish in its own business, any name
OR	
14.3	not publish the name "[Book name]" = = = = = = = = = = = = , =
OR	
14.4	not use the name "[Book ■ ■ ■]" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■
14.5	not represent that Publisher is the owner or originator of
14.6	use its best endeavours to notify all persons who

	••.
14.7	insert or attach appropriately to every publication
	••••••
14.8	,
	14.8.1 denigrate the Author or his writing;
	14.8.2 reduce the value of the Author's reputation.
•••	yright notice
45.4	
15.1	
15.2	
	■ ■ 1994 ".

16. Third party infringement



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17. Confidential Information

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	17.1.2
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	17.1.3
	■ [■ ■ ■].
	17.1.4
17.2	This paragraph does not apply to disclosure:
	17.2.1

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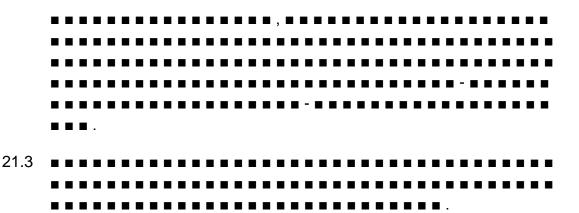
18.	8. Indemnity by the Publisher							
	• • • • , • •							
	18.1	••••;						
	18.2	its breach of this agreement;						
	18.3							
	18.4							
19.	Inde	emnity by the Author						
	19.1							
	19.2	: 19.2.1						
		19.2.2 the Publisher has not contributed to the infringement; 19.2.3 • • • • • • • • • • • • • • • • • • •						

........;

20. Publicity / Announcements OR 20.2 No party shall: 20.2.1 make any public announcement; or 20.2.2 disclose any information; or 20.2.3 ------------------.................................... 20.4 21. Termination of this agreement 21.1 ------21.2

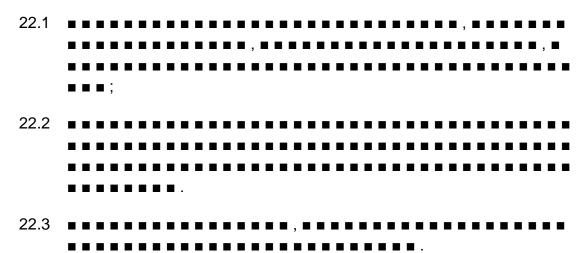
19.2.5

...................................

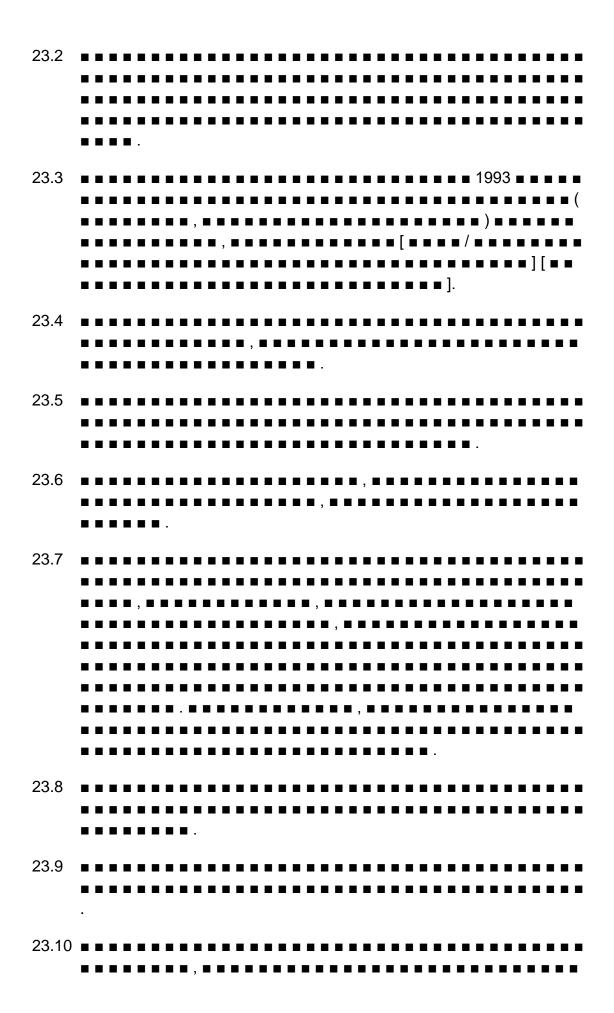


22. After termination

Upon termination of this agreement for any reason:



23. Miscellaneous matters



	•••••
23.11	
22 12	
25.12	
	It shall be deemed to have been delivered:
	■■■;
	70
	••••72••••••;
	[
	■■■■■■■].
23.13	
23.14	
	,,
23.15	

Signed by [Author name]

Signed by [personal name] on behalf of [Publisher name] as its representative who personally accepts liability for the proper authorisation by [Publisher name] to enter into this agreement.

Schedule 1: Press release	se	ea	rel	Press	1:	le	lul	ed	ch	S
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Explanatory notes:

Book or music publishing agreement

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

The definition relating to the subject matter of the agreement requires particular care on your part. We have named your work "Book". You should now find and replace with

By all means use the find/replace function in your word processor to change any defined term. If you do change a defined term, make sure

Remember too, that when a word or phrase is defined, the defined meaning when capitalised, takes precedence over the

Remember too, that when a word or phrase is defined, the defined meaning when capitalised, takes precedence over the

Remember too.

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.

3. Relationship of parties

We have no comment

4. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. These provisions are more important in an international trade agreement, when another country may have slightly different law on, for example, implied conditions. If other documents are to be

5.	Author's representations as to Intellectual Property
	This is the author's document. You do not have to make these representations. However, we assume that your counter party is as intelligent and well advised as you are. If so, it will
6.	Additional material
	This is a small point which will be important $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$.
7.	Control of publication
	These are normal publisher requirements. Whether you are the author or the publisher, you may
8.	The Licence of Book
	This paragraph contains the essence of your business agreement.
	A licence may be limited in time, space, product, use and many more. Please do not
	•••••
	If your work is extremely specialist, you could be able to control to whom it is assigned. A limitation on sale outside
	•••••••••••••••••••••••••••••••••••••••
9.	Royalty calculation
	The agreement assumes that payment will be by way of royalty, with an advance •••••.•••••••••••••••••••••••••••••••
	We have provided a simple framework, but your "deal" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

10. Additional royalties on Subsidiary Rights

We have provided an option for "Subsidiary Rights". In the context of a book, subsidiary rights are the technically different rights listed in the agreement. By separating them out, you can negotiate different levels of commission for each

11.	Payment terms
	It is essential that you cover all the "angles" of your deal. We have
12.	Purchased and complimentary copies
	We include for the sake of ■■■■.■■■■■■■■■■■■■.
13.	Notice to reprint
	This provision is very clear because it is simple. If you edit to some other arrangement,
14.	Protection of Author's Intellectual Property rights
	When you grant the licence, you specify exactly what it covers. This paragraph places restrictions on publisher in many areas. We suggest that you
	Avoid the trap of making contractual concessions to a licensee who is a not-for-profit organisation. Governmental organisations are not beyond taking unfair advantage of a "soft"
15.	Copyright notice
	Whether a notice is used or not will not change the fact that copyright exists in the
	In case of a dispute of ownership of a work, the year of publication plays an important part. If your

	In the case of work which is continually updated, the year of
	We suggest
16.	Third party infringement
	It is not only your publisher who may cause problems for you. Infringements leading to litigation are
47	
17.	Confidential Information
	A useful provision for both sides.
	You should consider not only what
	."
18.	Indemnity by the Publisher
	Very widely worded to give strong protection to author. The party ■ ■ ■ ■ ■
19.	Indemnity by the Author
13.	A limited indemnity. This at
20.	Publicity / Announcements
	This paragraph is largely to protect from
21.	. Tormination of this agreement
∠ I.	Termination of this agreement

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	This paragraph deals with the typical terms of termination
22.	After termination
	Edit to your requirement. We
23.	Miscellaneous matters
	A number of special points. We have identified each of these as ■ ■ ■ ■ ■
	•••••

Schedule 1- Press release

Attach press release.

End of notes