



## AGREEMENT

Record of Agreement made this day the \_\_\_\_\_ 2020 between Filament Publishing Ltd, 16, Croydon Road, Beddington, Croydon, Surrey CR0 4PA hereinafter called the Publisher and

hereinafter called the Author.

WHEREAS it is the intention of the parties to publish or cause to be published a book as yet untitled on the subject of \_\_\_\_\_ hereinafter called the Work it is hereby agreed as follows:

### **1. Term**

The initial term of the Agreement shall be seven years from the date of signing this Agreement. Such term shall automatically renew for a further period of seven years unless six month's notice of termination shall have been given by either party prior the expiry of the initial or any subsequent term.

### **2. Publication**

It is the intention of the parties to publish or cause to be published the Work in the \_\_\_\_\_ of 2020 in all territories worldwide. The exact date of such initial publication to be confirmed following discussion between the author and the publisher.

### **3. Obligations of the Author**

3.1 If the author is providing the manuscript, it should be delivered to the publisher by the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

If the Author is using our editorial team and writers to develop the manuscript on their behalf, based on recorded interviews, these interviews should be completed by \_\_\_\_\_ 2020 to enable the project to stay on track.

3.2 All illustrations or photographs required must be supplied by the agreed date shown in the schedule.

3.3 The Author shall supply a book description, synopsis and biographical materials and photographs as may be required to promote the book.

3.4 The Author shall appoint a Book PR agent at their expense to promote their profile to the media. This supplements the Book Publicity package supplied by the publisher to promote the book to the book trade.

3.5 The Author agrees to make themselves available for promoting sales of the Work for a period of at least two weeks around publication, the exact dates of which to be confirmed.

3.6 The Author hereby warrants to the Publisher and its licensees:

(a) That they have full power to make this Agreement and that the Work will not in any way be an infringement of any existing copyright or licence.

(b) That the Work is capable of protection by copyright throughout the world.

(c) That the Work will contain nothing of a libellous, scandalous or obscene character.

(d) The Author shall be responsible for obtaining any necessary permissions in respect of any quotations from other sources included in the Work.

3.7 The Author shall indemnify and keep indemnified the Publisher and any party whom the Publisher indemnifies in the ordinary course of business in respect of the Work against loss, injury or damaged occasioned to the Publisher and other parties so indemnified in consequence of any breach of these warranties or arising out of any claim alleging that the Work constitutes a breach of these warranties. This indemnification shall extend to any legal costs or expenses and any compensation costs and disbursements paid by the Publisher and the other parties so indemnified to compromise or settle any claim. The

Publisher shall in the normal course of events consult with the Author before settling any claim.

3.8 In the event of any claim being made, the Publisher may reserve against any sum due to the Author under this Agreement any cost relating to such claim until final settlement.

3.9 The above warranties and indemnities shall survive the termination of this Agreement.

#### **4. Obligations of the Publisher**

4.1 The Publisher shall provide the design, book layout, editing and proofreading services required. These will be quoted for in the Schedule of Services and charged to the author.

4.2 To organise the printing of copies of the work for the Author personal sales, for the media and also for sale through the book trade. The cost of printing to be paid by the author

4.3 To organise full distribution of the Work.

4.4 In consultation with the Author to organise an appropriate supporting publicity campaign to the book trade.

4.5 To account to the Author in accordance with the attached outline provisional Budgeted Income Statement sharing profits equally between the parties after deduction of all direct costs including printing of books distribution costs pre-production (plant) costs and publicity and marketing costs.

4.6 Additionally to promote and sell the Work to foreign language publishers for sale in their territories.

4.7 The publisher will continue to support and promote each book for the lifetime of that title. It will provide a contact point for media and book trade enquiries and ensure that the title remains in print.

#### **5. Profit Share and Accounting**

5.1 The parties to this Agreement hereby agree to share equally the profits arising from the sales of books after deducting all direct costs of production

distribution marketing and publicity excluding any overheads or other indirect costs.

5.2 The Publisher shall regularly update such provisional forecast throughout the pre-publication period and following first publication and for any subsequent printings.

5.3 The Publisher shall pay to the Author 50% (fifty per cent) of the available margin, the first payment which shall become due 90 days after publication when the first payment falls due from the Publisher's distributor. Thereafter payments will be made quarterly as long as sales are being made.

5.4 Profit share in respect of sales to foreign language publishers whether as royalties or arising from the sale of printed books shall be paid to the Author at the end of the month in which the cash is received by the Publisher.

5.5 The Author or an authorized representative of the Author shall have the right upon reasonable written notice to examine the accounts of the Publisher insofar as they relate to the Author.

## **6. Copyright and Author's Moral Right**

6.1 Copyright in the Work shall remain the property of the Author and the Publisher shall print a copyright notice in compliance with the provisions of the Universal Copyright Convention in every copy of the Work they publish or license to be published.

6.2 It is recognised that the nature of the Work is such that the Author has been solely responsible for its composition and that as such the Author should be entitled to the protection of moral rights under UK legislation. The Publisher hereby asserts such rights on the Author's behalf and undertakes that in any future edition of the Work a notice to that effect shall be printed in every copy of the Work published or licensed by the Publishers.

6.3 The Publisher shall ensure that the Author's name shall be prominently displayed on the cover of all editions of the work.

## **7. Governing Law**

This Agreement is subject to English Law and the parties to the Agreement submit and agree to the jurisdiction of the English courts.

## 8. Definition of Parties

The expression 'the Publisher' shall include the Publisher's successors and assigns. The expression 'the Author' shall include the Author's executors, administrators, successors and assigns where appropriate.

**Signed for and on behalf of Filament Publishing Ltd**

.....

Chris Day

**Signed by THE AUTHOR**

.....



Filament Publishing Ltd

16, Croydon Road, Beddington, Croydon, Surrey CR0 4PA

[www.authorize.me.uk](http://www.authorize.me.uk) +44(0) 208 688 2598