



UNIVERSITY of HOUSTON



Arte Público Press Publishing Agreement

This agreement is between the University of Houston, for and on behalf of its Arte Público Press (hereinafter called "Publisher") and \_\_\_\_\_ (hereinafter called "Artist," and if there is more than one artist then all of them collectively).

1. Artist's Responsibilities

a. Grant of Rights. Artist hereby grants, transfers, and assigns to Publisher for the full term of this agreement the full and exclusive right to publish, sell, and license as a book cover illustration ("Work"): " \_\_\_\_\_ "

This grant includes, without limitation the following rights:

- (1) To adapt Work as the basis for a book cover or the English and Spanish versions of \_\_\_\_\_ by \_\_\_\_\_ in this and future editions including reprints.
(2) To use photos of the book cover, featuring Work, in catalogs, Arte Público Press promotional material and reviews and other journalistic and distributor/wholesaler promotional material.

b. Artist's Warranties. Artist makes the following warranties with respect to Work:

- (1) That the sole ownership of all rights to Work that are granted and assigned in this Agreement are vested in Artist;
(2) That Artist has full power to make this Agreement;
(3) That the copyright has not previously been assigned;
(4) That Work does not infringe any valid copyright or other proprietary or property right of any other person; and
(5) That Work contains no libelous, defamatory, or other unlawful material; and
(6) That Artist will deliver written authorizations for the use of any material owned by a third party and included in Work.

c. Indemnification. Artist agrees, to the extent authorized under the laws and constitution of the State of Texas, defend, indemnify, and hold Publisher and/or its licensees harmless from any claim, suit, cost, damage, expense (including attorneys fees), or proceeding against Publisher and/or its licensees based on the grounds that Work contains libelous, defamatory, or unlawful material, or that it infringes upon or violates any copyright or proprietary rights; and until such claim or suit has been settled or withdrawn, Publisher may withhold any sums due Artist under this agreement. Publisher reserves the right to settle any claim, proceeding, or suit at any time.

d. Delivery of Artwork. Artist agrees to deliver slides, catalogs, photos, color separation, or digital file in high resolution TIFF or EPS format (600 dpi, minimum 300 dpi) of prospective Works no later than \_\_\_\_\_. Failure of Artist to make timely delivery shall release Publisher from all obligations under this Agreement and entitle Publisher to recover from Artist any sums advanced in connection with Work, unless Publisher states in writing its willingness to accept delivery at a later date. If Artist fails to deliver the completed work by the above date and Publisher is unwilling at that time to accept delivery at a later date, Artist may not arrange for publication elsewhere without first re-offering Work to Publisher under the terms contained in this Agreement. If Work is late and accepted by Publisher at the late date, or Artist requests

changes after submission of Work, Publisher reserves the right to change the publication date.

2. **Publisher’s Responsibilities**

- a. **Artwork.** Publisher has sole discretion concerning cover, art work, back cover design, layout, and design of interior of book.
- b. **Royalties.** Publisher shall pay the Artist a flat fee of \$\_\_\_\_\_ on publication of Work. Publication for the purpose of this paragraph is when the work is released in any form to the public.

Artist retains all rights to Work, including the right to negotiate with foreign and domestic reprinters of books originally using the Arte Público Press covers.

- c. **Artist’s Copies.** Publisher agrees to furnish the Artist \_\_\_\_\_ free copies of each book using the Artist’s Work.

3. **General Provisions**

- a. **Term.** This Agreement shall be effective when signed by Publisher and shall continue in effect until terminated in writing by Publisher. If, no earlier than five years after the date of the last publication of Work pursuant to this Agreement, Publisher has not published further editions or prints of Work, Artist may give Publisher written notice of termination of this Agreement. However, Publisher shall have the right to continue this Agreement in effect by agreeing to publish within 90 days of receipt of written notice from Artist.
- b. **Delays.** Delays in performance caused by circumstances beyond the control of one or both of the parties shall be excused for the duration of the delay.
- c. **Assignment.** Neither party to this Agreement may assign it or any rights herein without the written approval of the other.
- d. **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- e. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Texas (exclusive of the conflict of interest law provisions thereof), and venue in any action brought to enforce the rights and obligations of this Agreement shall be in Harris County, Texas.
- f. **Notice.** Any notice to either party under this Agreement must be in writing and delivered personally or by certified mail to the addresses below:

For Publisher

For Artist

University of Houston  
Arte Público Press  
Houston, TX 77204-2090

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Artist agrees to keep Publisher informed by notice in writing of any change in address, and to keep Publisher informed of a current telephone number.

- g. **Use of Artist’s Name.** Publisher shall have the right to use, and to license others to use, Artist’s name, likeness and biographical material for the purpose of advertising, publishing and promoting Work.
- h. **Selections for Publicity Purposes.** Publisher may publish or permit others to publish or broadcast without charge and without royalty such selections from Work for publicity purposes as may promote Work.
- i. **Non-profit Basis.** Publisher may permit third parties to reproduce or record Work in appropriate forms for the physically or mentally disabled on a non-profit basis, without charge to such third parties or payment to Artist.

j. **Infringement of Copyright.** If during the existence of this Agreement, the copyright shall be infringed or a claim for unfair competition shall arise from the unauthorized use of Work or any part of it, the parties may proceed jointly to protect rights in Work, and share expenses and recoveries jointly. Either party shall have the right to prosecute such action, and such party shall bear the expenses, and any recoveries shall belong to such party. Publisher shall not be liable to Artist for Publisher's failure to take such legal steps.

Each of the parties shall give the other prompt written notice of any claims that the Work infringes on any rights of third parties, or of any known infringement of the work by a third party.

Signed on the dates indicated:

**UNIVERSITY OF HOUSTON  
for and on behalf of ARTE PÚBLICO PRESS**

**ARTIST**

\_\_\_\_\_  
Signature Date  
Nicolás Kanellos  
Director, Arte Público Press

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**