



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 and _____ ("Editor").

1. Editor's Responsibilities

a. Editor agrees to do the following for the collection of short stories titled: _____ ("Work"):

- (1) Reconcile differences between various versions of text.
(2) Verify factual information contained in the text;
(3) Evaluate grammar, style and punctuation and make recommendations to publisher; and
(4) Write an introduction and notes which present original research on the author or authors, and the text, and documents the historical, linguistic, and sociological literary issues related to the author or authors and the text.

b. Grant of Rights. As to the Introduction and any other textual material written by Editor, ("Editor's text"), Editor grants to Publisher the full and exclusive right to publish, sell, and license in any form any such material written specifically for Work, whether as a part of Work, or on its own.

This grant includes, without limitation the following rights:

- (1) To license publication of Editor's text in newspapers, magazines, or other print media;
(2) To translate Editor's text into any language and to publish and sell Editor's text or to license its translation, publication, and sale throughout the world; and
(3) To license the right to copy or use Editor's text in any other medium, including (but not limited to) motion pictures, television and radio.

c. Editor's Warranties. Editor makes the following warranties with respect to Editor's text:

- (1) That the sole ownership of all rights to Editor's text that are granted and assigned in this Agreement are vested in Editor;
(2) That Editor has full power to make this Agreement;
(3) That the copyright has not previously been assigned nor Editor's text published elsewhere;
(4) That Editor's text does not infringe any valid copyright or other proprietary right of any other person; and
(5) That Editor's text contains no libelous, defamatory, or other unlawful material;

d. Indemnification. To the extent authorized by the laws and constitution of the State of Texas, Editor agrees to indemnify and hold Publisher and/or its licensees harmless from any claim, loss, damage, liability, cost (including attorneys fees), suit, or proceeding based on the grounds that Editor's text contains libelous, defamatory, or unlawful material, or that it infringes upon existing proprietary rights, and will reimburse Publisher for any legal and other expenses incurred by Publisher in connection with investigating or defending against such claims, losses, suits, proceedings, damages, or liabilities, as and when such expenses are incurred; and until such claim or suit has been settled or withdrawn, Publisher may withhold any sums

due Editor under this Agreement. Publisher reserves the right to settle any claim, proceeding, or suit at any time.

- e. **Due Date.** Editor agrees to complete Work specified in Section 1 of this agreement no later than _____. Failure of Editor to make timely delivery shall release Publisher from all obligations under this Agreement unless Publisher states in writing its willingness to accept delivery at a later date. Editor will deliver written authorizations for the use of any material owned by a third part included in Editor's text.
- f. **Assignment of Copyright.** Subject to the terms of this agreement, Editor assigns any copyright or copyrights in Editor's text to Publisher.

2. **Publisher's Responsibilities**

- a. **Proofreading and Editing.** Publisher shall proofread Editor's text. Publisher is authorized to edit Editors text for style, usage, and felicity. However, Publisher shall not make substantive changes in the text without the expressed approval of Editor. Publisher agrees that Editor shall have an opportunity to read and correct the edited text or proof. Publisher will provide Editor with one galley proof. Editor will return the corrected proof within 10 working days.
- b. **Publishing.** The first printing will be at least _____ copies of Work. The first printing will be on or before _____, unless delays occur which are caused by Editor, Work's author or which are beyond the control of Publisher. Publisher will continue to maintain Work in print until, at the sole discretion of Publisher, it is no longer financially feasible or until Editor and Publisher agree to declare Work out of print.
- c. **Royalties.** Publisher shall pay Editor and advance of \$_____ on publication of Work. Publication for the purpose of this paragraph is when Work is released to the public. Publisher will pay Editor _____% of net sales of Work, and all royalties will be credited against the advance.

Net sales are defined as: Revenues from actual sales, less wholesale, retail, and other discounts.

No royalties will be paid on copies given away or remaindered.

- d. **Editor's Copies.** Publisher agrees to furnish Editor _____ free copies.

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.
- 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 Editor

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

Editor 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 Editor's Name.** Publisher shall have the right to use, and to license others to use, Editor's name, likeness and biographical material for the purpose of advertising, publishing and promoting Work.
- h. **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 Editor.
- i. **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 Editor for Publisher's failure to take such legal steps.

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

Signed on the dates indicated:

UNIVERSITY OF HOUSTON
for and on behalf of ARTE PÚBLICO PRESS

EDITOR

 Signature Date
 Nicolás Kanellos
 Director, Arte Público Press

 Signature Date
 Name: _____
 Title: _____

Business: _____

Address: _____

Note: Modification of this Form requires approval of OGC