



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, herein referred to as the "Licensor," and the publisher \_\_\_\_\_ herein referred to as the "Licensee" for the right to publish and distribute a \_\_\_\_\_ edition of \_\_\_\_\_ referred to as the "Work."

- 1. Grant of Rights. Licensor grant to Licensee the full and exclusive right to publish and sell quality paper copies of Work in the \_\_\_\_\_ language.
2. In consideration for the aforementioned right, Licensee agrees to pay Licensor the following:
a. An advance of \_\_\_\_\_ to be payable in U.S. Dollars drawn on a U.S. bank, half on signing of this contract, half at the time of publication against royalties of \_\_\_\_\_% of list price for the first 10,000 copies; \_\_\_\_\_% up to 20,000 copies; and \_\_\_\_\_% thereafter.
b. All payments to Licensor will be made in U.S. dollars via check drawn on an American bank.
c. Licensee shall provide an accounting biannually of all books sold and the amount of proceeds received.
d. Licensor shall provide \_\_\_\_\_ copies of the current edition of Work free of charge to Licensee.
3. Licensee will furnish Licensor with a total of \_\_\_\_\_ copies of each new and subsequent edition.
4. Licensee warrants that the translation of Work shall be made fully, faithfully and accurately.
5. The cover and promotional copy of Licensee's edition shall be tastefully presented, conforming to the intent and character of the Author's work and approved by Licensor in advance of publication.
6. The name of the Author of Work shall be printed in due prominence with the translation title on the cover and title page of every copy of Licensee's edition printed and on all advertisements of said Work issued by Licensee or its agent.

Copyright © \_\_\_\_\_ by \_\_\_\_\_
First Published by Arte Público Press,
University of Houston,
Houston, Texas, USA
All rights reserved

In addition, Licensee shall copyright the translation of Work under the Universal Copyright Convention if published in a member country and, if not, then under the copyright laws in the country of first publication of the translation, and shall print the following, with the appropriate information added, immediately under the original copyright notice:

Translation Copyright © \_\_\_\_\_ by \_\_\_\_\_

Licensee shall do whatever is necessary to protect both copyrights in its territory of distribution. Licensee shall not sub-license without permission of Licensor. Any sub-Licensee permitted hereunder shall likewise be required to repeat such copyright notices in compliance with the above provisions.

- 7. Advertisements shall not be inserted or printed in any edition for Work published by Licensee or any sub-licenses permitted hereunder without Licensor’s own titles.
- 8. In the event Licensor or other owner shall license or sell this Work for any performance or other non-publishing use, Licensor may permit such purchaser the right to use the translation which is the subject of this agreement and to publish or cause to be published a maximum of seventy-five hundred (7,500) words for use only in connection with exploitation of such rights based upon Work. Nothing herein contained shall be construed in any manner as granting any performance or non-publishing rights in Work to Licensee.
- 9. The license herein granted is made to above-named Licensee solely and shall not be transferred, assigned, or sub-licensed.
- 10. Licensor further grants to Licensee during the term of this agreement the following additional rights in the \_\_\_\_\_ language only, the right to publish or sub-license for publication. All sub-licenses require written permission of Licensor. The proceeds from the disposal of such rights shall be shared as follows:

	<u>Licensor</u>	<u>Licensee</u>
a) First serial (pre-book publication)	____%	____%
b) Second serial, digest, consideration anthology (post-book publication)	____%	____%

If Licensee wishes to sub-license any rights except as provided for book club above to a third party in which it has a financial interest, Licensor’s share shall be subject to prior mutual agreement between Licensor and Licensee.

Licensee shall furnish Licensor with copies of all pertinent sub-licensing agreements permitted hereunder, within 14 days of sub-licensing.

- 11. All rights not specifically granted herein are reserved to Licensor.
- 12. Licensee will publish the first edition of Work no later than \_\_\_\_\_ (date)
- 13. If Work is remaindered, which shall in no case occur sooner than eighteen (18) months after first publication of Licensee’s edition, Licensee shall give written notice of such event to Licensor. Licensee shall pay a royalty of \_\_\_\_\_ percent (\_\_\_\_%) of the net cash received in lieu of the royalties stated in paragraph 2 hereinabove, but no royalties shall be due on copies sold at or below cost. Upon remaindering, all rights granted in this agreement shall revert immediately to Licensor.
- 14. If Licensee fails to fulfill or comply with any of the clauses or conditions herein set forth or if Licensee’s edition of said Work goes out of print and remains out of print for one (1) year prior to the termination date specified hereinafter, all rights granted to Licensee in this agreement shall revert automatically and immediately to Licensor subject, however, to any sub-license granted hereunder and without prejudice to any monies already paid or then due. In any event, all rights granted herein shall revert to Licensor without further notice ten (10) years from the date of this agreement -- that is \_\_\_\_\_. Licensee shall have the right to see existing inventory within a reasonable time after termination of this agreement.
- 15. If the equivalent of (a) a petition in bankruptcy is filed by Licensee or (b) a petition is filed against Licensee and is finally sustained or (c) a petition for Arrangement or Reorganization is filed by or against Licensee and an order is entered directing the liquidation of Licensee as in bankruptcy, or if Licensee shall make an assignment for any reason whatsoever, then Licensor

