

Agreement between the Regents of the University of Michigan and an Author
Concerning Print Distribution of a Work

The following is an agreement between

_____ (the “Author”)

and the University of Michigan Library (the “Publisher”) and governs the book entitled

_____ (the “Work”).

A. AUTHOR’S GRANT OF RIGHTS

The Author grants to the Publisher a perpetual, non-exclusive, non-transferable right to print editions of the Work using “print on demand” (POD) technology and make them available for purchase. This includes POD technology now in existence or hereafter developed.

B. AUTHOR’S WARRANTY

The Author warrants that s/he has the right to publish the Work and all content within it and that s/he has the right to authorize the Publisher to make the Work and all content within it available electronically, consistent with this agreement. The Author further warrants that the content supplied does not violate or infringe the law or the rights of any third party and, specifically, that the Work contains no matter that is defamatory or that infringes any literary or proprietary rights, intellectual property rights or any rights of privacy.

C. PUBLISHER’S DUTIES

The University of Michigan shall set the item retail price and may change this price at any time. Publishing Partner shall receive fifty percent (50%) of royalties from all sales.

The University of Michigan shall pay royalties to Publishing Partner annually according to a schedule to be determined by the University of Michigan. A check will be issued if the total amount of royalties owed the Publishing Partner equals a minimum of twenty-five dollars (\$25.00). If at the time of the annual accounting, the total royalty amount owed is less than twenty-five dollars, no check will be issued, and the funds will accrue until a subsequent annual accounting reaches the twenty-five dollar minimum.

D. INDEMNITY

Each party agrees to indemnify, hold harmless, and defend the other party from all actions, claims, demands, and liabilities, including reasonable attorney’s fees and costs, arising from or relating to the indemnifying party’s (i) breach of this Agreement, (ii) negligent acts or omissions, or (iii) willful misconduct.

This Agreement shall be governed by the laws of the State of Michigan. The parties understand and expressly agree that any claims, demands, or actions asserted against the Regents of the University of Michigan, its agents, employees, or students shall be brought only in the Michigan Court of Claims, as it is the only court of exclusive jurisdiction over

claims against the University of Michigan, a Michigan constitutional corporation. The Publishing Partner consents to the jurisdiction of the U.S. District Court for the Eastern District of Michigan or the Washtenaw County Circuit Court for the State of Michigan with respect to any claims arising under this Agreement.

E. ENTIRE AGREEMENT

This Agreement reflects the entire understanding of the parties. This Agreement may be amended only in writing by an addendum signed by the parties. Amendments are incorporated by reference to this Agreement.

Author _____ Date _____

Social Security Number or U.S. ITIN Country of Permanent Residency
(Individual Taxpayer Identification Number)

Approved for the Regents of the University of Michigan by

Date _____

John Wilkin
Associate University Librarian for Publishing
University of Michigan