

MPublishing Model Book Series Publishing Agreement
Copyright Transfer

The following is an agreement between

_____ (the “Author”)

and

_____ (the “Book Series”)

which governs

_____ (the “Work”).

Whereas the parties desire to promote effective scholarly communication that promotes local control of intellectual assets, the parties for valuable consideration agree as follows.

A. TRANSFER OF COPYRIGHT

The Author transfers and assigns to the Book Series, during the full term of copyright and any extensions or renewals of that term, all copyright in and to the Work, including but not limited to the right to publish, republish, transmit, sell, distribute and otherwise use the Work in electronic and print editions of the Book Series and in derivative works throughout the world, in all languages and in all media now known or later developed, and to license or permit others to do so.

B. AUTHOR’S RETAINED RIGHTS

Notwithstanding the above, the Author retains all proprietary rights other than copyright, such as patent rights, in any process, procedure or article of manufacture described in the Work.

The Book Series grants back to the Author the following distinct rights:

1. The non-exclusive right to use, reproduce, distribute, publicly perform, and publicly display the Work in any medium in connection with the Author’s academic and professional activities, including but not limited to teaching, conference presentations, and lectures.
2. The non-exclusive right to create derivative works from the Work.
3. The non-exclusive right to make full use of the Work in future research and publications, including the right to republish the Work in whole or in part in any book the Author may write or edit after the Work has appeared.
4. The non-exclusive right to authorize others to make any non-commercial use of the Work.
5. The non-exclusive right to make both the pre-print and the final published version available in digital form over the Internet, including but not limited to

a website under the control of the Author or the Author's employer, or through open access digital repositories such as those maintained by institutions, scholarly societies, or funding agencies.

C. AUTHOR'S DUTIES

When distributing or re-publishing the Work as above, the Author agrees to credit the Book Series as the original place of publication.

D. AUTHOR'S WARRANTY

The Author represents and warrants that the Work is the Author's original work and that it 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. The Author also warrants that he or she has the full power to make this agreement, and if the Work was prepared jointly, the Author agrees to inform the co-Authors of the terms of this Agreement and to obtain their written permission to sign on their behalf. The Author agrees to hold the Journal harmless from any breach of the aforestated representations.

E. DUTIES OF THE BOOK SERIES

In consideration of the Author's grant of rights, the Book Series agrees to publish the Work, attributing the Work to the Author.

F. 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.

The Book Series will communicate with the Author using the last contact information provided to the Book Series. The Author agrees to notify the Book Series of any changes in contact information.

ACCEPTED AND AGREED BY THE CORRESPONDING AUTHOR ON BEHALF OF ALL AUTHORS CONTRIBUTING TO THIS WORK:

Author: _____ Date: _____

Book Series Representative: _____ Date: _____

Contact information

Author	
Permanent Address	
Telephone	
Email	

Book Series Representative	
Permanent Address	
Telephone	
Email	