

MPublishing Model Book Series Publishing Agreement
Author Copyright

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. AUTHOR’S GRANT OF RIGHTS

The Author grants to the Book Series, during the full term of copyright and any extensions or renewals of that term, the following:

1. An irrevocable non-exclusive license to reproduce, 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.
2. An irrevocable non-exclusive license to create and store electronic archival copies of the Work, including the right to deposit the Work in open access digital repositories.
3. An irrevocable non-exclusive right to license others to reproduce, republish, transmit, and distribute the Work under the condition that the Author is attributed, no derivatives works are created, and the work is not used for commercial purposes. (Currently this is carried out by publishing the Work under a Creative Commons Attribution-NonCommercial-NoDerivs 3.0 license.)

Copyright in the Work remains with the Author, or, in the case of multiple authors, with the authors as a group.

B. AUTHOR’S DUTIES

1. When distributing or re-publishing the Work, the Author agrees to credit the Book Series as the place of first publication.
2. The Author agrees to notify the Book Series of any changes in contact information.

C. 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.

D. 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.

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.

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	