

## PUBLISHING AGREEMENT

This **Agreement** is entered into between **Publisher** and **Author** on the **Effective Date**. All terms in bold and italicized text is defined below in Article I.

### BACKGROUND

**Publisher** is in the business of publishing **Books** that are in accordance with the following two principles:

- (1) No profit. All **Books** are published without any profit accruing to the **Publisher** or **Author**. All **Books** are sold to **Buyers** at a price set to the manufacturing cost of the **Book**.
- (2) Open Source. All **Books** are published in accordance with an open-source license such as a creative commons license at [www.creativecommons.org/licenses](http://www.creativecommons.org/licenses).

**Publisher** believes that this approach to **Book** publishing benefits authors, readers, and the public at large as it results in the publication of a broader range of **Books** than what would otherwise get published.

**Author** wishes to work with **Publisher** in finalizing and publishing **Author's Work**. **Author** agrees that **Author's Work** shall be published in a manner that is consistent with the principles set forth above.

### TERMS AND CONDITIONS

#### Article I: Definitions.

- A. "**Agreement**" means this "Publishing Agreement" between **Publisher** and **Author** executed on the **Effective Date**.
  1. "**Effective Date**" means the earliest date by which both **Author** and **Publisher** have executed this **Agreement**.
  2. "**Work**" means the **Book** titled "[insert book title]" that is to written by **Author** and published by **Publisher** in accordance with the terms and conditions of this **Agreement**.
- B. "**Books**" collectively means and includes all of the following as these terms are used in the book publishing industry: (1) hard cover books; (2) paperback books; (3) e-books; (4) audio books; and (5) coffee table books. "**Book**" refers to a single work which can be published in one or more of the formats identified above.

- C. “**Confidential Information**” means information that is not readily ascertainable by the public. **Confidential Information** may be conveyed (i) in a written form, electronically, or orally. **Confidential Information** does not include any information (1) that is disclosed by the disclosing **Party** at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure in violation of this **Agreement**), or (ii) was available to the receiving **Party** at the time of disclosure on a non-confidential basis from a source other than the disclosing **Party**, provided that such a source is not and was not bound by a confidentiality agreement with the disclosing **Party**. **Confidential Information** need not be marked as “confidential” or otherwise identified as “confidential” by the disclosing **Party**. **Confidential Information** does not include the contents of any published **Book**, but it can include the discussions and interim drafts developed between **Publisher** and **Author**.
- D. “**Party**” means a party to this **Agreement**. The **Parties** to this **Agreement** are **Author** and **Publisher**.
1. “**Author**” means [insert name], a person residing at [insert address] with the following phone number [insert number] and email address [insert e-mail address].
  2. “**Publisher**” means “EHIPASSIKO PRESS LLC”, a Michigan Limited Liability Company (LARA ID # 803057654) with offices at 28151 Thorny Brae Road in Farmington Hills, MI 48331. **Publisher** may be contacted via phone at (248) 910-7279 and via e-mail at [steve@stevenlberg.com](mailto:steve@stevenlberg.com).

## **Article II: Completing the Work.**

**Publisher** is entrusting **Author** with the project of completing the **Work** by the tentative deadline of [insert deadline]. **Publisher** can request **Author** to make a reasonable number of changes and edits during the course of production of this **Work**.

## **Article III: Payments and Compensation.**

- A. No payment is due to **Author** for the publication of the **Work** under this **Agreement**. **Author** acknowledges that the publication of the **Work** constitutes valuable consideration and benefit for **Author**. **Author** is not entitled to any royalty or commission on the sales of the **Work** or any publication derived from the **Work**.

- B. *Publisher*** shall sell copies of the ***Work*** at the cost of making the applicable copies such that ***Publisher*** shall not profit from the sale and distribution of the ***Work***.

#### **Article IV: Confidentiality.**

- A. *Author*** acknowledges and agrees that all information related to the ***Work*** (except for the final version of the ***Work*** itself), including without limitation, its content, writings, work product, audio tapes, notes and diagrams, and other forms of ***Confidential Information*** are of value to ***Publisher***.
- B. *Author*** agrees not to divulge to anyone, either during or after the term of this ***Agreement***, any ***Confidential Information*** obtained or developed by ***Author*** while working on the ***Work***. Upon the expiration or termination of this ***Agreement***, ***Author*** agrees to make no further use or utilization of any ***Confidential Information***. ***Author*** may only disclose ***Confidential Information*** to third parties upon the express written consent of ***Publisher***. The provisions of this Article III shall survive the termination of this ***Agreement***.

#### **Article V: Warranties.**

***Author*** warrants that:

- A. *Author*** is the legal owner of or has all right in and to the ***Work***, which is free of any copyrighted material or other artistic work not owned by ***Author***.
- B.** The ***Work*** is original to the ***Author*** or alternatively, is based on a preexisting material that has been specifically identified by ***Author*** that is subject to open source creative commons license.
- C.** The ***Work*** has not been previously submitted for publication unless the prior submission has been rejected unconditionally. Furthermore, the ***Work*** has not been published elsewhere, accepted for publication elsewhere, and is not pending acceptance or being considered for publication elsewhere.
- D.** The ***Work*** does not violate or infringe on any copyright or other personal property rights or any third parties.

#### **Article VI: Copyright and Exclusivity.**

- A. Copyright Transfer.** In exchange for ***Publisher*** accepting the ***Work*** and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, ***Author*** irrevocably grants the right and permission to the unlimited use and publication of the ***Work*** by ***Publisher***, its successors,

assigns and licensees for any purpose in any and all media known or hereafter developed and in all territories worldwide without limitation as to duration or frequency of use.

- B. Relinquishment of Rights.** *Author* further relinquishes all rights to the *Work* and transfers to *Publisher* full ownership throughout the world of all rights, titles, and interests in and to the *Work* effective upon the publication date as full compensation for completion of the *Work*. *Publisher* shall have the right to alter, edit, modify, adapt, and reproduce the *Work* for any use. *Author* understands and agrees that all right, title, and interest in and to any material incorporating the *Work* will be vested in *Publisher* and any of its successors, assigns, and licensees.
- C. Derivative Works by Author.** Consistent with the terms of the applicable open source creative commons license, *Author* may create derivative works of the *Work* just as any third party is free to do under the applicable license. However, such derivative works must be materially different than the original *Work* and cannot be merely market substitutes for the original *Work*.
- D. Copyright Registration.** *Publisher* shall have the right to register copyright to the *Work* in its name as claimant, whether separately or as part of other medium or materials in which the *Work* is included. In the event that *Publisher* is required to obtain *Author*'s consent to register any copyrights related to the *Work*, *Author* shall provide such consent and transfer and assign any of his or her interest as stated herein. The provisions of this section shall survive the termination of this *Agreement*.

**Article VII: Indemnification.** *Author* shall indemnify and hold harmless *Publisher*, his employees, agents, assigns, and licensees from and against any and all liabilities, damages, suits and expenses (including reasonable attorney's fees and disbursements) arising out of or in connection with the breach or alleged breach of any warranty made in this *Agreement*.

**Article VIII: General Provisions.**

- A. Venue and Jurisdiction.** This *Agreement* is governed exclusively by the substantive laws of the State of Michigan (without regard to its law of conflicts). All disputes arising pursuant to this *Agreement* must be exclusively litigated in the federal courts located in the Eastern District of Michigan, or alternatively, in the state courts located in Oakland County, Michigan.
- B. Cooperation.** Each *Party* will execute any instruments reasonably believed by the other party to be necessary to implement the provisions of this *Agreement*.

Agreed to in form and in substance, by both *Author* and *Publisher*.

**Author**

**Publisher**  
EHIPASSIKO PRESS LLC

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Signature

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Signature

Steven L. Berg

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Name

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Name

President/Owner

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Title

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Title

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Date

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Date