



Apostolos Publishing Ltd
3rd Floor
207 Regent Street
London
W1B 3HH
United Kingdom

DATE

AGREEMENT between Apostolos Publishing Ltd, 3rd Floor, 207 Regent Street, London, W1B 3HH, United Kingdom (hereinafter referred to as the "Publisher") and **AUTHOR NAME** (hereinafter referred to as the "Author").

The parties to this Agreement wish to publish the print and digital editions of Author's work at present titled "**TITLE**" ("the Work"). The two parties agree as follows:

1. Author shall deliver to Publisher an original book.
2. Author grants to Publisher the exclusive rights to print, publish, distribute, sell and license the rights to any and all editions and/or formats now known or later developed (including all digital formats) of the Work, in whole or in part, individually or together with other works, in all languages throughout the world during the full terms of copyright and all renewals and extensions thereof.

In the event that the Work is for any reason no longer available in any format whatsoever for a period of six months or more, all rights shall revert to the Author. This shall not apply if said Work remains available in at least one format.

3. The Author vows that the work is his/hers; that the Work will not infringe upon the personal rights of or give rise to any claim by any third party, including, without limitation, claims in defamation, libel, obscenity, privacy, copyright, or trademark; and that the Author has the authority to grant us the rights granted in this agreement. Publisher will have no obligation to publish any part of the Work, which in its opinion would infringe upon such rights of any third party.

If the Author incorporates in the Work any illustrative or other copyrighted materials that do not fall within the parameters of fair use, including that of previously published material created by the Author, he or she shall procure, at his or her own expense, written permission to reprint the illustrations or other copyrighted materials in all editions of the Book and for all uses of the Book covered by this Agreement in addition to seeking worldwide distribution rights in all languages. The Author shall deliver any permissions deemed necessary to the Publisher in a form and meeting the rights requirements of the Publisher at the time of delivery of the manuscript.

The Publisher reserves the right to remove any illustrative or other copyrighted materials that are not accompanied by the appropriate permissions documentation by the Author, including material which is deemed to have orphaned rights.

If this work has been previously published in any form, or is a derivative of a previously published work, the Author warrants that the rights granted herein have been reverted to her/him. As an addendum to this agreement the Author shall provide a written memorandum documenting the reversion of the rights granted by any publishing company that may still own proprietary right to the work, along with documentation from the previous publisher stating that all rights belong to the Author. If a judgment is obtained against the Publisher for usurping rights still controlled by a Publisher or other entity other than the Publisher or the Author, the Author agrees to hold the Publisher harmless and to indemnify the Publisher for damages and costs. If the Publisher prevails against a suing party or resolves the matter by an out of court settlement, the Author will be liable to indemnify the Publisher for defence and settlement cost.

Author agrees to hold Publisher harmless and indemnify the Publisher against any claim, demand, action, suit, proceeding or any expense whatsoever, arising for claims of infringement of copyright or proprietary rights, or claims of libel, obscenity, misrepresentation, invasion of privacy, or any other unlawfulness based upon or arising from the publication or any matter pertaining to the work.

Author warrants and represents that to the best of Author's knowledge and belief, all statements of fact contained in the work are true and based on appropriate and diligent research. A note may be added to the work to show proof of research completed if Author so desires.

4. The Publisher will have control over the over the retail pricing, design, format and style of the Work, including text, graphic material and cover art. In most circumstances the Publisher will consult with and seek the approval of the Author for the finished Work prior to publication: such approval shall be not unreasonably withheld.

5. The Publisher will have approval over the promotional materials relating to the Work.

6. Publisher shall pay Author 10% of RRP on every print unit sold on which sales discounts amount to no more than 35%. For instances where wholesale discounts of over 35% have been applied, the Author will receive 10% of actual price received. Publisher shall pay Author 5% of RRP for ebooks, and 5% of revenue received from all forms of electronic and/or subscription distribution of the Work. Publisher shall be entitled to retain a reasonable reserve for returnable copies of the book, including review copies. No royalties shall be paid on review/inspection copies or returned books or on copies sold to the Author.

In the event of Publisher licensing rights to another publisher for publication of the Work in any territory or language, Author will receive 50% of said license fee.

7. All sums of money due the Author under this Agreement shall be paid to the Author, and the receipt of the said funds shall be a good and valid discharge of all such indebtedness.

8. Publisher will do everything they reasonably can to give the Author updates when requested concerning the Work's sales and general progress. Each year on the first working day following 30th April, Publisher will provide Author with a statement of monies received from sales of the Work over the previous twelve months, and any monies then due to Author under Paragraph 6 shall be paid to the Author within 3 months of this report.

9. If there is a disagreement between the two parties arising out of this agreement, it will be resolved in good faith through an arbitrator appointed by the Publishers Association of the UK to be selected by the parties. The arbitrator's decision may be entered in any court having jurisdiction.

No arbitration can be commenced and neither Author nor Publisher can be found to be in breach of this Agreement unless they have been given written notice identifying the breach and a thirty-day opportunity to cure it.

10. This agreement is subject to the laws of England and Wales.

11. The Author shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Work; such examination shall be at the cost of the Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author shall be found to his disadvantage, in which case the cost shall be borne by the Publisher. The examination will be done by the Author's representative or accountant.

13. Should the Publisher default in complying with the terms of this Agreement and does not rectify such default within 30 days of having been notified thereof in writing by the Author, and all rights shall revert to the Author.

14. Upon publication, Publisher shall send two free paperback copies to Author. Thereafter, the Author may purchase copies of the book at a cost of 35% RRP (rising to 50% for orders of over 50 units) plus postage and packing. These sales will not be included in royalty data.

15. This Agreement may be assigned by Publisher as part of the sale or transfer of all or substantially all of Publisher's business or is part of a merger or consolidation of Publisher with another company. This agreement may also be assigned by Publisher to any subsidiary or affiliate or any company or entity under controlled by it. The performance of the terms of this Agreement is personal to Author and may not be assigned. Otherwise, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, legal representatives, and assigns.

16. This Agreement reflects the entire understanding between the parties and it may not be changed except in writing signed by both of us.

Signed:

_____ (Author)

_____ (Date)

_____ (Director – Apostolos Publishing)

_____ (Date)