

**UNIVERSITY OF NORTH TEXAS
PUBLISHING AGREEMENT**

THIS AGREEMENT is made this day of 20 (“Effective Date”) by and between (“Author”) and the University of North Texas, on behalf of its UNT Libraries Scholarly Publishing Services (“Publisher”), for the publication of a work of scholarship (“Work”) now tentatively entitled:

The Author and Publisher wish to work together to achieve the professional standards and success that they each desire for the Work, and agree as follows:

ARTICLE I. DEFINITIONS

The Author and Publisher agree on the following definitions or terms as used in this Agreement:

1.01 That the “Author” includes the primary author, any coauthors, the editor, or any coeditors signatory to this Agreement;

1.02 That the “Publisher” includes the UNT Libraries Scholarly Publishing Services, its successors, representatives, and employees;

1.03 That the “Work” includes all text; source material; illustrative reproductions used in the final preparation of the Work; permissions, consents, or licenses; master recordings and/or any other material necessary for the publication of the Work; and

1.04 That, in correspondence beyond this contract, the Work may be referred to as “book,” “monograph,” “project” or other term clearly defining the Work.

ARTICLE II. CONDITIONS OF PUBLICATION

2.01 The Author grants to the Publisher the non-exclusive right to publish the Work using the Publisher’s name and other imprints or tradenames electronically in the English language throughout the world, provided that the Author is appropriately attributed for the role that the Author played in creating the Work.

2.02 The Author grants the following license in the Work to the general public (*check one*):

- Creative Commons Attribution
- Creative Commons Attribution-NoDerivs
- Creative Commons Attribution-NonCommercial
- Creative Commons Attribution-NonCommercial-NoDerivs
- No license is granted.

2.03 Except as otherwise provided in this Agreement, the Publisher will, within a reasonable time from the date of receipt of a completed copy of Work, publish the Work in a manner and style which the Publisher deems appropriate. This agreement to publish is contingent upon the receipt of a manuscript that is acceptable to the Publisher.

ARTICLE III. COPYRIGHT OF WORK

The Author retains copyright in his or her name for the Work and is free to republish the Work elsewhere in any form of publication.

ARTICLE IV. AUTHOR'S WARRANTIES AND INDEMNITIES

4.01 The Author warrants that he or she has full power to enter into this Agreement and to grant the rights granted in this Agreement.

4.02 The Author warrants that the Work to be furnished under this Agreement will be submitted in a form complete and ready for publication.

4.03 The Author warrants that he or she is the sole owner of the Work or has obtained the necessary permissions, rights, licenses, releases, or consents to any portion of the Work not owned by him or her; has paid or will pay, at the time payment is due, any necessary fees, including those that may be required for the right to publish, quote from, or reproduce such portions in all markets, domestic and foreign; and has turned over, or will turn over, at the time of delivery of the final manuscript to the Publisher written permission from each proprietor or copyright owner for the use of such material.

4.04 The Author represents and warrants that statements in the Work asserted as fact are true or based upon generally accepted professional research practices and that the Work contains no: libelous or unlawful material, instructions that may cause harm or injury, material that infringes upon or violates the copyright, trademark, trade secret or other property right of another, or material that infringes upon the privacy rights of another.

4.05 The Author agrees to indemnify and hold harmless the Publisher against all liability arising out of the Author's breach of the warranties set forth in Section 4.04, including, but not limited to, the cost of any claim, demand, judgment, or settlement and related expenses and attorney's fees. Each party will give prompt notice to the other if any claim or demand is made and the Author will cooperate with the Publisher, who will direct the defense accordingly.

4.06 If the Work is a collection of contributions by several contributors, the Author will not include in the Work any contribution or material written or illustrated by others that the Author believes or has reason to know or suspect may not be original or may contain libelous or unlawful statements or instructions that may cause harm or injury or that infringes upon or violates any copyright, trademark, or other right or the privacy of others, and the Author will exercise due care in selecting contributors and reviewing contributions to minimize the risks of such infringements, instructions, and harms.

4.07 In no event will the Publisher be obligated to publish the Work if in the Publisher's opinion it violates the right of privacy of any person or contains libel or any matter that the Publisher deems may subject it to any claims from any third party. In the event the Publisher elects not to publish the Work for any reasons set forth in this paragraph, it will give written notice to the Author, and this Agreement will terminate.

4.08 The Author agrees to notify the Publisher of any changes that will affect the Publisher's ability to fulfill the terms and intent of this Agreement.

4.09 If the Publisher has assigned an ISBN for a print edition and the Author sells a print edition using this ISBN without the involvement of the Publisher, whether through the UNT Press or another third

party, the Author agrees to keep the Publisher informed of the product in order to maintain product data associated with the ISBN.

4.10 This Article IV will survive the termination of this Agreement.

ARTICLE V. DELIVERY AND PREPARATION OF THE WORK, COPYEDITING, AND PAGE PROOFS

5.01 Author agrees to cooperate with the Publisher in expediting in every way possible the production and publication of the Work in accordance with the terms of this Agreement.

5.02 If the Work is to be published in textual form or a combination of text and illustrations, or unless other mutually agreed upon arrangements are made, the Author will deliver to the Publisher an electronic copy of the manuscript in a format acceptable to the Publisher. The manuscript will be formatted according to the printed Author Guidelines that the Publisher has furnished to the Author. The manuscript will be complete and accompanied by all necessary materials, including photographs, maps, charts, or other illustrations and any permissions necessary for reproduction. Illustrations must be submitted in final form, ready for reproduction.

5.03 The final and completed manuscript will consist of the version delivered to the Publisher on the day of 20 .

5.04 The Publisher is authorized to edit the Work provided that it does not materially change the meaning, and to follow its own house style or any style that it believes suitable in editing or printing the Work, unless the Author and Publisher agree in writing in advance to a special arrangement as to style and the final manuscript consistently follows this style. Publisher agrees to return a copy of the edited Work to the Author so that the Author can discuss with the Publisher any changes that have been made with which the Author is not in agreement. Author will review the edited Work carefully upon its receipt, as this will be the last opportunity that any substantive changes may be made in the Work (if in doubt about what constitutes a substantive change, the Author will contact the Publisher). Author agrees to provide comments on edited Work, if any, within fifteen days of receipt of same (unless additional time is allowed in writing by the Publisher).

5.05 The Publisher will send the Author page proofs with instructions on how to proofread the Work and will check all of Author's corrections to said page proofs. Errors made by the Publisher or by others involved in the preparation of the page proofs will be corrected without expense to the Author. No substantive changes made or suggested by the Author, other than those due to Publisher error, will be made to the page proofs unless Author pays all expenses.

5.06 The Author will correct proofs and return the corrected proofs to the Publisher within fifteen days of receipt by Author (unless additional time is allowed in writing by the Publisher). If proofs are not returned within this period, the Publisher will be free to proceed with publication of the Work.

5.07 If the Work is a collection of contributions by several contributors, the Author will be responsible for distributing edited copy to the contributors and forwarding their suggested changes to the Publisher. Author and Publisher, not contributors, will confer on any disputed changes.

ARTICLE VI. THE PUBLISHER'S LIABILITY FOR LOSS OR DAMAGE

6.01 The Publisher will take the same care of the property in its hands under this Agreement as it does of its own property but will not be responsible to the Author for loss of or damage to the Author's property that is in its possession, in the possession of its independent contractors, or in the possession of anyone else to whom delivery is made by the Publisher in the normal course of its operations unless it receives a written request to keep the same insured at a specified value, at the Author's expense. The Author should keep copies or backups of all manuscripts and other material included in the Work.

6.02 In the event of any lawsuit arising from publication of Work, the signatories and agents of Publisher, the University of North Texas, and the State of Texas whose signatures are affixed to this Agreement, as well as the employees of the University of North Texas and the members of the Board of Regents of the University of North Texas, in their individual capacities, will in no manner, individually or collectively, be liable for any damages. Any lawsuit or claim under this Agreement must be filed against the Publisher as provided by the laws of the State of Texas.

ARTICLE VII. ASSIGNMENT

This Agreement will inure to the benefit of and be binding upon the Author and his or her heirs, personal representatives, successors and assigns and upon the Publisher and its successors and assigns. Neither the Publisher nor the Author may assign this Agreement without prior written consent of the other Party.

ARTICLE VIII. ENTIRETY CLAUSE, MODIFICATIONS, AND AMENDMENTS

This Agreement constitutes the entire agreement by and between the parties regarding the subject matter in this Agreement. Statements or representations not included in this document will not be binding upon the parties. No modifications or amendments of any of the terms or conditions of this Agreement will be valid or binding unless made in writing and signed by both parties.

ARTICLE IX. SEVERABILITY

In the event that any provision of this Agreement is deemed in violation of any law or held to be invalid by any court in which this Agreement is interpreted, the violation or invalidity of any particular provision will not be deemed to affect any other provision of this Agreement, but this Agreement will then be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained in this Agreement.

ARTICLE X. ENFORCEABILITY

The failure of either party to enforce any provision of this Agreement or to exercise any remedy available under this Agreement or in accordance with law upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement will not be construed as a waiver or limitation of such right or remedy, or the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ARTICLE XI. APPLICABLE LAW

This agreement will be governed by and construed in accordance with the laws of the State of Texas. This agreement is entered into in Denton County, Texas, and proper venue for any legal proceeding regarding this agreement will be in state and federal courts of Texas.

ARTICLE XII. ALTERNATIVE DISPUTE RESOLUTION

Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to resolve disputes arising under this Agreement.

ARTICLE XIII. PUBLIC INFORMATION

Notwithstanding any provision of this Agreement, Publisher will release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Author will make public information available to Publisher in an electronic format.

ARTICLE XIV. HEADINGS

The headings and marginal numbers in this Agreement are for convenience of reference only and will not limit or otherwise affect the meaning of this Agreement.

ARTICLE XV. FEE AND SERVICES RENDERED

The publication of the Work as described in this Agreement "has been fully funded by X" or "is contingent on the receipt of \$X in fee from X by the X day of X 20XX. This fee is provided to the Publisher by persons or entities other than the Publisher for the specific purpose of defraying the costs of publication of the Work." In return for this "funding" or "fee", the following publishing services will be rendered:

- Online Publishing (required):** Includes assignment of a DOI for the Work, light proofreading (if no form of editing is chosen), creation of a title page and copyright page, simple conversion to PDF, and archiving the Work in the Eagle Editions collection of the UNT Digital Library, and adding the Work to the UNT Library Catalog and OCLC WorldCat.
- Developmental Editing:** This first stage of editing includes directly shaping the content of the work, especially the argument, and may involve total rewriting or reorganization of the text. The Author has the opportunity to review all edits.
- Substantive Editing:** This second stage of editing deals with the organization and presentation of content and may involve rewriting passages and restructuring tables to make them clearer. This is especially useful for authors who are not native speakers of English. The Author has the opportunity to review all edits.
- Fact & Citation Verification:** This third stage of editing includes verification of facts stated in the manuscript (both those with and without citations) against reference sources and verification of citations. The Author has the opportunity to review all edits.

- Mechanical Editing:** This fourth stage of editing includes revising a manuscript for consistent spelling, style, and usage without otherwise changing its content. Citations are checked for consistent formatting. The Author has the opportunity to review all edits.
- Permissions Management:** This includes investigating which works used within the Author's manuscript require permission from the rights-holder to republish, securing those rights, and providing documentation of these secured rights.
- PDF Design & E-book Creation:** This includes turning the manuscript into a professionally designed PDF file and creating files for e-book readers. The price varies depending on the complexity of the content, which determines which tools can be used to create the print layout. Per the Agreement, the Author is provided with page proofs but will be charged for author alterations to the text. The Author is also provided with any application files (such as an Adobe InDesign or Scribus file) used to create the PDF.
- Indexing:** This includes creation of a back-of-the-book index, which is especially useful in a print edition.
- Print Setup:** This includes assignment of an ISBN for a print edition and a basic text-only cover design if desired. Subject to the printing technology available for the printed volume's parameters and whether the Author wants the title to be available for stocking by bookstores, the work can either be prepared for printing on demand based on orders, or the Author or another party can pay for a print run in advance, to be sold over time. Unless the Author uses a third party for printing, this fee includes printing two copies for mandatory deposit at the Library of Congress, a copy for the UNT Libraries collection, and two copies for the UNT Libraries Scholarly Publishing Services, *but it does not include any copies to sell or for the Author's use!* It also includes shipping those copies and the Author's initial order of personal copies to Denton.
- Custom Cover Design:** As an alternative to the basic text-only cover design provided with the Print Setup, this includes a custom cover design based on a questionnaire completed by the Author and, in some cases, one or more images provided by Author if they are acceptable to the designer. The designer provides a proof of the design, and the designer will conduct up to three rounds of revisions for free. If the Author suggests the designer find images for the cover, the designer may suggest images which can only be used if the Author acquires the right to use them (which usually requires paying a fee). The publishing partner is also provided with any application files (such as an Adobe InDesign, Adobe Illustrator, or Scribus file) used to create the cover design.

[Signature page follows.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the Effective Date.

AUTHOR(S)

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

UNIVERSITY OF NORTH TEXAS

By: _____ Date: _____