

**UNIVERSITY OF NORTH TEXAS  
PUBLISHING AGREEMENT FOR REPRINTS**

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 republication of a work of scholarship (“Previous Edition”) titled:

The Author and Publisher wish to work together to achieve the professional standards and success that they each desire for the republication, 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 “Previous Edition” includes all text, images, and other content from the work of scholarship;

1.04    That the “New Edition” includes all text, images, and other content included in the Previous Edition; and

1.05    That, in correspondence beyond this contract, the Previous Edition and the New Edition may each be referred to as “book,” “monograph,” “project” or other term clearly defining the Previous Edition or the New Edition.

**ARTICLE II. CONDITIONS OF PUBLICATION**

2.01    The Author grants to the Publisher the non-exclusive right to publish the New Edition 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 New Edition.

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

- Creative Commons Attribution
- Creative Commons Attribution-No Derivatives
- Creative Commons Attribution-Non Commercial
- Creative Commons Attribution-Non Commercial-No Derivatives
- 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 complete copy of Previous Edition, publish the New Edition 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 New Edition and is free to republish the New Edition 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 Previous Edition 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 has the right to authorize republication of the Previous Edition or has obtained the necessary permissions, rights, licenses, releases, or consents to any portion of the Previous Edition 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 Previous Edition asserted as fact are true or based upon generally accepted professional research practices and that the Previous Edition 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 Previous Edition is a collection of contributions by several contributors, the Author has not included in the Previous Edition 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 republish the Previous Edition 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 republish the Previous Edition 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 OF THE PREVIOUS EDITION AND PREPARATION OF THE NEW EDITION**

5.01 Author agrees to cooperate with the Publisher in expediting in every way possible the reproduction and republication of the Previous Edition in accordance with the terms of this Agreement.

5.02 If the Previous Edition is to be republished 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 a complete print copy of the Previous Edition.

5.03 The Publisher is authorized to add a new title page and copyright page to the Previous Edition but will otherwise reproduce the Previous Edition as a facsimile.

## **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.

6.02 In the event of any lawsuit arising from publication of New Edition, 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 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 XI. 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 XII. 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 XIII. 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 XIV. FEE AND SERVICES RENDERED

The republication of the New Edition 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 verifying that the Author has the right to reissue the Work, scanning of the out-of-print edition, creation of a new title page, assignment of a DOI, archiving in the Eagle Editions collection of the UNT Digital Library, and adding to the UNT Library Catalog and OCLC WorldCat.
- 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.
- Print Setup:** This includes assignment of a new ISBN and, if reusing the original cover design is not possible or desired, creation of a basic text-only cover design. Subject to the technology available for the print 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 can pay for a print run in advance, to be sold over time. Unless the Authors 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 created by a graphic designer, optionally including one or more images provided by the Author that 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 (and pays any fee required). The Author is also provided with any application files (such as an Adobe InDesign, Adobe Illustrator, or Scribus file) used to create the cover design.
- E-Book Creation:** This includes the creation of e-book files in the formats used by the major e-book sales channels.

[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: \_\_\_\_\_