

DRAFT MEMORANDUM OF AGREEMENT

Between [**Anthologist Name**] of [**Anthologist Address**] hereinafter referred to as the "Anthologist" and [**Author Name**] of [**Author Address**] hereinafter referred to as the "Author."

Concerning an anthology compiled by the Anthologist entitled "Death of a Bad Neighbour – Revenge is Criminal" hereinafter referred to as the "Anthology."

1. This memorandum of Agreement shall be interpreted under English Law.
2. Scanned images of the signature page sent by email will be construed as acceptance.
3. The Author grants permission to include the Author's story [**Story Title**], hereinafter referred to as the "Story," a work of approximately [**Story Length**] words, in the Anthology to be published in the English language in all countries throughout the world. The Anthology as a whole may be licensed by the Anthologist to other publishers for foreign language or audio editions. The permission granted in this agreement constitutes first worldwide English language rights, as well as non-exclusive world anthology rights and non-exclusive audio anthology rights to the Story.
4. The Anthologist offers advance payment of \$_____ plus a pro rata share of fifty per cent (50%) of the Anthology's earnings. The advance payment is to be paid within sixty (60) days of the Anthologist's acceptance of the Story. The pro rata share is to be calculated by word count. The Anthology's earnings are the gross receipts from all distribution channels and all licensed publishers minus any recurring cost for doing business with that channel or publisher. No payments for any sales will be due until actually received by the Anthologist. Royalty and subsidiary rights monies due to the Author may be aggregated into semi-annual payments and subject to a minimum payment of \$20.00.
5. All monies due under this agreement will be paid directly to the Author. When payment is made, the Anthologist will provide the Author with an accounting statement showing, to the best of the Anthologist's knowledge, the amounts received and where the payments originated.
6. The author agrees not to publish or permit others to publish the Story in any form prior to its publication and appearance in the Anthology for a period of twelve (12) months from the publication of the Anthology without the prior written permission of the Anthologist. Exceptions will be allowed for "Best of Year" anthologies.
7. Arising under and terminating with the grant of rights to the Story in this Agreement, the Author grants the Anthologist the right to use the Author's name, image, likeness and biographical material for all advertising, promotion and other exploitation of the Story. Upon request, the Author shall provide the Anthologist with a photograph of the Author and appropriate biographical material for such use. The Anthologist shall use only the Author's name, image, likeness or biographical material approved by the Author.
8. The Anthologist may use part or all of the Story on his website or in promotional materials or in point-of-sale previews to promote the Anthology.
9. The Author represents and warrants that they hold the rights to the Story, and that to the best of the Author's knowledge the Story does not contain libelous material and is not in violation of any rights of privacy or any other rights of third parties, and does not violate any existing common law or statutory copyrights.
10. All rights not specifically granted in this agreement are reserved by the Author.
11. The Anthology as a compilation shall be copyrighted in the name Jack Calverley as editor. Acknowledgement of the author's copyright shall appear in the Anthology as follows:

"[**Title**]" by [**Author name**]. Copyright © [**Year**] [**Author Name**].

12. The Author will be credited on the table of contents page and at the beginning of the Story as [Author's byline]
13. The Author grants permission for transcription of the Story into Braille, tape, talking, or oversized book in cases of the Anthology's being selected for such transcription by a non-profit organization for the handicapped.
14. The Author shall receive two free copies of the first print edition and, wherever possible, one free copy of all further editions.
15. In the event that the Anthology has not been published within eighteen (18) months of the signing of this Agreement, all rights revert to the Author, and the Author has the right to sell or arrange for publication of the above-named Story in any manner.
16. If the Author fails to sign and return this Agreement within thirty (30) days of receipt, or if advance payment is not received in accordance with the terms above, the Anthologist's offer to purchase the Story shall be considered withdrawn and all rights granted hereunder shall immediately revert to the Author.

Agreed

Author:

Anthologist:

Date:

Date:

NOTES (these notes will not form part of the final version of the agreement They are included in this draft version to aid discussion):

- a) This agreement includes sub-licensing of foreign language rights which is not mentioned in the call for submissions on the web page. This is so that permission does not have to be re-sought from each author individually if any foreign language versions of the anthology become possible.
- b) This agreement sets out semi-annual, aggregated payment of royalties and subsidiary rights payments to the author. As a small (one-man) Publisher this is a matter of minimizing administrative overheads: collating receipts data, calculating the distribution, and making the payments by the author's preferred method.
- c) It is intended that payment will be either by PayPal or bank transfer. If neither method can be arranged, then we need to establish an alternative workable route before signing.
- d) From the use of the term "earnings" in the phrases "pro rata share of fifty per cent (50%) of the Anthology's **earnings**" and "The Anthology's **earnings** are the gross receipts from all distribution channels and all licensed publishers minus any recurring cost for doing business with that channel or publisher," it follows that **the advance does not have to be 'earned out'** by the author. Every sale from the very first sale will contribute to royalties which will all be in addition to the advance. *Every author in the anthology will have a reason to sell every copy of the anthology.*