

LITERARY EDITING CONTRACT

In _____, to _____

TOGETHER

On the one hand, as a WRITER,

Mrs. _____, with ID _____, and domiciled in _____, acting in her own name and representation.

On the other hand, as EDITOR,

Mrs. _____, with ID _____, and domiciled in _____, acting in her own name and representation.

And who will then be referred to, individually as Party, PUBLISHER, WRITER or, jointly, as Parties,

EXPOSE

I.- That the WRITER claims to be the creator of the literary work detailed below:

From now on, the "literary work."

Furthermore, the WRITER affirms that it does not infringe the intellectual property rights of any other work, that it is not subject to any charge or encumbrance and that it is entitled to the most free availability with respect to it, as well as that it is fully authorized to celebrate this Contract and assign the rights granted by it, leaving the EDITOR exonerated from all responsibility for any possible claim by third parties.

II.- That the PUBLISHER is dedicated to the business of publishing and distributing books and has certain facilities and services available for the administration and exploitation of literary works; and

III.- Considering that the WRITER wishes to grant the PUBLISHER the right to reproduce, distribute and sell the literary work indicated in Exhibit I for commercial

exploitation, both Parties sign this LITERARY EDITION CONTRACT, in accordance with the following

CLAUSES

FIRST.- OBJECT

By means of this Contract, the WRITER grants to the EDITOR his express consent to disseminate and publish in book format, exclusively, and at his own expense and risk, the literary work, in language: _____, object of this Contract, with the restrictions or limitations arising from this and the applicable current legislation.

Likewise, the WRITER assigns to the PUBLISHER, on a non-exclusive basis, the rights of digital exploitation of the literary work, in language: _____, by making it available to the public through wired or wireless procedures.

This Contract must be developed in a climate of maximum trust, understanding and communication between the Parties, which must comply with their reciprocal obligations and guide all their actions under the principle of good faith. In this sense, the WRITER undertakes to provide his maximum collaboration to the EDITOR, so that the latter can satisfactorily comply with the obligations that, always for his benefit, he assumes as the object of this Contract.

SECOND.- TRANSFER OF RIGHTS

1) Transfer of rights in book format:

The WRITER exclusively transfers to the EDITOR, with respect to the work that is the subject of this Contract, the following exploitation rights:

a) The right to reproduce and distribute printed copies of the literary work, either free of charge or through consideration, whether through sale, rental, etc.

The PUBLISHER may establish the most appropriate form of distribution and marketing of the literary work, carrying it out himself or through third parties, through any marketing channels, such as, but not limited to, (bookstores, libraries, direct sales, book clubs, post offices, kiosks, specialized stores, large stores, special sales to public or private entities, online computer networks, etc.). For these purposes, the WRITER declares that he knows and accepts the PUBLISHER's form of distribution in relation to the exploitation of the literary work.

The transfer is understood to be made in any of the edition modalities on paper: hard cover, cardboard, economic or pocket editions, fascicles, illustrated editions, deluxe editions, bibliophile editions or any other that is deemed appropriate to facilitate the maximum dissemination of the work.

2) Transfer of rights in digital format:

The WRITER assigns to the PUBLISHER, on a non-exclusive basis, the rights of reproduction, distribution, transformation and public communication of the literary work in its digital or electronic version.

For the purposes of this Contract, reproduction is understood to be the direct or indirect, provisional or permanent fixation, by digital means and form, of the work, which allows its public communication.

In this sense, the WRITER expressly authorizes the PUBLISHER to convert the literary work into the relevant digital formats, to digitize and reproduce the literary work in the formats included in this Contract, store it, distribute it in any electronic medium, make it available to the public digitally and authorize its download, as well as to market it through the exploitation methods that will be explained later, including compression formats PDF, EPUB, JPG, GIF, TXT, RTF, HTML, DOC, MP3, RAR, ZIP and others, mobile phones, device electronic reading devices, CD-ROMs, memory cards, digital technology audiovisual discs, digital databases for data exchanges, web pages, online data communication networks.

Likewise, the transfer includes the right of public communication of the literary work in any of the modalities provided for in article 20 of the Intellectual Property Law, provided that they do not imply transformation of the literary work.

In particular, the object of this transfer is the right of public communication in the form of making the literary work available to the public, by wired or wireless procedures, in such a way that any person can access it from the place and in the time you choose.

THIRD.- MORAL RIGHT

The comprehensive powers of moral right are reserved in favor of the WRITER, which will be respected at all times by the EDITOR, who will require third parties with whom he contracts to safeguard this right.

FOURTH.- GEOGRAPHICAL SCOPE

The PUBLISHER will exercise the rights granted in the country in which this document is signed.

Therefore, the WRITER will refrain from appointing other editors in the territory designated above, without the prior written consent of the EDITOR.

FIFTH.- TRANSLATIONS INTO OTHER LANGUAGES

The EDITOR is authorized to negotiate with third parties the edition, in any form and modality, of the translation of the literary work into a language other than the one agreed upon in this Contract, regardless of whether this management may also be carried out by the WRITER. The translation, once carried out, will be reviewed by the WRITER, who will give his approval unless the aforementioned translation is incorrect or of low quality, which must be objectively demonstrable.

Both in the case of translations and editions in other countries and languages in any form and modality, and whether the procedures are carried out by the WRITER or the EDITOR, the net benefits that occur will be distributed as follows:

SIXTH.- REPROGRAPHIC RIGHTS

By virtue of article 25 of the Intellectual Property Law and by common agreement between the WRITER and the PUBLISHER, the latter is empowered to authorize under license, through the management entities deemed appropriate, the secondary use of the work, and in particular:

- The total or partial reproduction of the work by reprographics or any other similar or equivalent means that achieves an effect similar to reprographics;
- Partial reproduction of the work for teaching and research purposes;
- The total or partial inclusion of the work in databases, as well as its recovery or public communication;
- The public loan of the work in library institutions.

Both Parties expressly submit to the provisions of Article 25 of the Intellectual Property Law regarding participation in compensatory remuneration for reproductions for private use of the work, the editing rights of which are transferred through this Contract. that are carried out by means of non-typographic technical devices.

SEVENTH.- DURATION OF THE TRANSFER OF RIGHTS

The PUBLISHER may exploit the rights granted during a period between _____, date of entry into force of the Contract, and _____, date on which the Contract ends.

From the date of termination of the Contract, it will be tacitly extended for successive periods of _____, provided that neither Party has reliably notified its intention to terminate the Contract with a minimum notice of: _____ to the date of termination. termination thereof or the corresponding extension.

Once the Contract has ended, the PUBLISHER may finish selling the copies that remain in his possession, but may not continue republishing or reprinting the literary work, for which it will be necessary to establish a new Contract.

Once the Contract has expired, the EDITOR will enjoy a right of first refusal to sign a new publishing Contract for the same literary work, under the same terms and conditions that the WRITER may agree with third parties.

EIGHTH.- COMPENSATION AND METHOD OF PAYMENT

1) Consideration for the transfer of rights

The EDITOR will pay the WRITER for the assigned exploitation rights of his literary work the following percentages of the income obtained from the exploitation of the literary work:

a) Reproduction and distribution of printed copies:

The participation will be _____% of the retail price, deducting taxes, of each copy sold outright in Spain. Abroad, the net amounts received will be distributed at _____% between the WRITER and the EDITOR.

b) Reproduction and distribution of digital exploitation:

- For the modality consisting of access and viewing on the Internet, with or without the possibility of downloading: _____% of the RRP (without VAT) established by the PUBLISHER for this modality.

For the modality consisting of the download, total or partial, of the digital file for viewing and reading on electronic reading devices: _____% of the RRP (without VAT) established by the PUBLISHER for this modality.

- For the print-on-demand modality: _____% of the RRP (without VAT) of each print made of the literary work.

In no case will the act consisting of the so-called "quick consultations", "preview" or "preview" be considered as a concept generating remuneration in favor of the WRITER, understood as those carried out by the user with the sole scope of determining their possible interest. for the literary work, as long as it does not generate any income.

c) Reprographic rights:

The income obtained by the PUBLISHER from the exploitations derived from the license referred to in the sixth clause will be distributed as follows:

2) Settlement:

The EDITOR undertakes to pay the WRITER remuneration consisting of a proportional participation in the exploitation income as follows:

Payment of the remunerations indicated in the previous section will be made by any means of payment.

The EDITOR undertakes to deliver to the WRITER during the first quarter of the corresponding year, a certificate stating the settlements of the sales of copies of the work carried out during the immediately preceding calendar year, regardless of the result, and of the agreed remuneration system. whether proportional or flat-rate, with an expression of the number of copies published and sold, as well as their sales price without VAT according to the catalogue. The aforementioned settlements will include data relating to any other form of exploitation, including those of digital support and, in particular, transfers to third parties and exports.

NINTH.- IMAGE RIGHTS OF THE WRITER

The EDITOR may not use the personal image of the WRITER for the purposes of promotion, exploitation and marketing of the literary work, without the prior and express authorization of the WRITER.

TENTH.- EXCLUSIVITY OF THE EDITOR

The services provided by the EDITOR are not exclusive to the WRITER and therefore the EDITOR may provide the same or similar services to other writers during the term of the Contract.

ELEVENTH.- ASSIGNMENT TO THIRD PARTIES

Taking into account that the WRITER signs this Contract mainly taking into account the personal and professional conditions of the EDITOR, any total or partial assignment or transfer by the EDITOR of the rights acquired by virtue of this Contract or subrogation in favor of a third party, and without prejudice to what is established below, it will require the prior authorization of the WRITER, it being understood that he gives his consent in the event that he does not expressly oppose the transfer that the EDITOR communicates to him in writing within a period of 7 days from of said communication.

TWELFTH.- FREE COPIES

The PUBLISHER may print and distribute free of charge a maximum number of _____ printed copies of the literary work, for propaganda among bookstores, reading circles, etc., and promotion to users of the media and/or professional production entities.

The aforementioned copies will be understood to be excluded from the provisions, without the WRITER being able to demand any consideration for said distribution, provided that the EDITOR respects the limitation provided for in this stipulation.

Likewise, the EDITOR will deliver free of charge to the WRITER _____ copies of his work.

THIRTEENTH.- MODIFICATION OF THE CONTENT OF THE WORK

The EDITOR undertakes to send the WRITER the sets of proofs intended for the correction of the literary work, and the latter undertakes to return them within 30 days with any corrections that may be required.

The WRITER, during the proofreading period, may introduce modifications to the literary work that he deems essential, provided that they do not alter its character or purpose, nor do they substantially increase the cost of the edition. In any case, the maximum percentage of corrections over the entire work that can be carried out is _____%.

FOURTEENTH.- NUMBERS OF COPIES

During the validity of this Contract, the EDITOR may make a maximum of _____ editions for each of the agreed modalities with a minimum of _____ and a maximum of _____ copies for each of them, with the reprints that he freely decides within said totals. the EDITOR, seeking to ensure the literary work's continuous exploitation and commercial dissemination in accordance with customary uses in the professional sector to which the work corresponds.

The edition of the literary work will be considered to be out of print when the number of unsold copies is less than _____ of the total of the last edition.

FIFTEENTH. - OBLIGATIONS OF THE EDITOR

The EDITOR is obliged to:

- a) Reproduce the work in the agreed manner;
- b) Display the name or pseudonym(s) of the WRITER prominently in all copies of the literary work published, as well as in all publicity and announcements of the same that are published by the EDITOR and its agents and distributors by any means. , and not to provide any modification of the work without the authorization of the WRITER;
- c) To exercise the exploitation rights, in accordance with good practices and with strict respect in all cases of the moral right of the EDITOR;
- d) Distribute the work within the stipulated time and conditions;
- e) Pay at your own expense the expenses of all kinds derived from the exercise of the exploitation rights granted, such as those of promotion and propaganda, by any means, and those of publication of printed copies, as well as those of distribution of copies or copies , whose price may be freely set by the EDITOR;

f) The maximum period for putting into circulation the first edition of the literary work will be: _____ from the time the WRITER delivers the literary work to the EDITOR in adequate conditions to reproduce it;

g) Submit the proof of the printing to the WRITER in accordance with article 64.2 of the Consolidated Text of the Intellectual Property Law, approved by Royal Legislative Decree 1/1996, of April 12;

h) Do not sell as balance to edition, before two years from the initial circulation of the copies, without the consent of the WRITER. After this period, if the EDITOR decides to sell the remaining ones as balance, he will reliably notify the WRITER, who may choose to acquire them by trial and error on the balance price or, in the case of proportional remuneration, receive 10% of the invoiced amount. by the EDITOR. The option must be exercised within thirty days following receipt of the notification;

i) To present to the WRITER the settlements corresponding to the income received and to proceed with their payment in the established terms, indicating the number of copies published, sold, in deposit, distributed and in warehouse, as well as their sales price without VAT according to the catalog. ;

j) To maintain the appropriate documentation and records corresponding to the income obtained from the commercialization of the work, and to deliver, upon written request, a copy of the invoices, certificates, contracts, accounting books, and in general, all documentation accounting required by the WRITER to verify the accuracy of the agreed percentages, and to allow an independent auditor appointed by the WRITER to verify such documentation and records, which will be limited in any case to the documentation and records produced or received by the PUBLISHER, and not more than once a year, with prior written communication at least 15 days in advance;

k) And, in general, do whatever is necessary to ensure continuous, optimal exploitation and commercial dissemination of the literary work in accordance with customary practices in the professional sector of literary publishing.

SIXTEENTH.- OBLIGATIONS OF THE WRITER

The WRITER is obliged to:

a) To be delivered to the EDITOR in due form for reproduction and within the following period: _____ the original literary work object of the edition. If not, this Contract may be terminated by the EDITOR if he so wishes, due to grievances of the WRITER, who must return to the EDITOR all sums that he would have received under this Contract;

b) To respond to the EDITOR for the authorship and originality of the literary work and for the peaceful exercise of the rights that have been assigned to him/her;

c) To guarantee the moral rights of the literary work transferred here, exonerating the EDITOR from all claims from third parties;

d) Correct the printing tests in accordance with article 65.3 of the Consolidated Text of the Intellectual Property Law, approved by Royal Legislative Decree 1/1996, of April 12. Furthermore, the WRITER, during the proofreading period, may introduce modifications to the work that he deems essential in accordance with the provisions of this Contract. In any case, this duty has nothing to do with typographical corrections, which are the EDITOR's obligation;

e) The WRITER renounces in favor of the EDITOR the right of collection, given the exclusivity nature of this Contract;

f) To authorize the EDITOR to register the works in the intellectual property registries of the territory, whether the name of the editor or the name of the WRITER;

g) To grant powers to the EDITOR or whoever he chooses to demand effective protection through judicial means.

SEVENTEENTH.- CONFIDENTIALITY

The Parties undertake to take all necessary measures to keep secret and confidential all information that has been communicated to them as such by the other Party during the execution of the Contract, or that they have learned in the course of its execution.

The Parties understand that "Confidential Information" means: any proprietary information (including third party information), technical data, trade secrets or know-how, including, but not limited to, databases, reports, publications, illustrations, software, research, product plans, products, services, markets and other commercial information disclosed, directly or indirectly, in writing, orally or through drawings or observation of parts or equipment.

The obligation of this article shall not apply to:

- a) all information that is in the public domain,
- b) all information that the Parties had before it was provided to them by the other Party; and
- c) all information legally acquired by the Parties from sources other than the other Party.

The Parties undertake to use this information only for the execution of the Contract. Likewise, they undertake not to exploit, on their own behalf or on behalf of a third party, directly or indirectly, all or part of this information.

This obligation of confidentiality must be respected throughout the term of this Contract.

Any violation or breach, by one Party or another of this stipulation, entails the obligation, for the Party that committed said breach, to pay the other Party compensatory compensation, without prejudice to the right of the Party considered affected to exercise or initiate all the pertinent actions in order to impose the legally appropriate sanctions.

EIGHTEENTH.- CONTRACTUAL RESOLUTION

This Contract may be terminated by mutual agreement of the Parties, with prior notice of thirty (30) days, with the effects determined by them. Likewise, it may be resolved at any time by each of the Parties, at its option, without the need for judicial intervention, and without prejudice to the liability incurred by the other Party for its breach of contract, for "justified cause", described here like:

a) By unilateral decision of any of the Parties, without judicial notification or judicial decision, for non-compliance with the contractual obligations of the opposite Party if, within the month following the written notification of the non-compliance, it has not been corrected by the breached Party.

b) If the EDITOR does not edit the literary work within the agreed period and conditions.

c) Failure of the PUBLISHER to comply with any of the pecuniary obligations established in this Contract;

d) When one year has passed since the published copies of the work in all the authorized modalities in which its reproduction and distribution has been carried out are exhausted without the EDITOR proceeding to publish it again, after having been requested by the WRITER .

e) If the PUBLISHER proceeds to sell as balance or destroy the remaining copies of the edition, without meeting the requirements established in article 67 of the Consolidated Text of the Intellectual Property Law, approved by Royal Legislative Decree 1 /1996, April 12.

f) If the PUBLISHER improperly transfers its rights to a third party.

g) The others established by Law.

For the resolution to occur, it will be necessary for the Party that considers that a breach has occurred to communicate to the other Party by certified letter with acknowledgment of receipt addressed to the address indicated in the heading of this Contract, specifying the reason for the resolution. resolution, and requiring that within a period of one month, cease the conduct that is considered infringing, the Contract being deemed terminated if after such period the infringing Party persists in such conduct.

Any of the aforementioned causes of termination will entitle the other Party that has not incurred it or has not caused it, to compensation for damages derived from it.

Once the Contract has expired, the PUBLISHER, within the following year and whatever the agreed form of distribution, may dispose of the copies that, if applicable, it possesses. After this period of one year, the EDITOR must proceed to withdraw from commerce the copies that have not been sold and proceed to destroy the copies that remain in his possession.

NINETEENTH.- ADDRESS FOR NOTIFICATIONS

To carry out any notification between the Parties that originates from this Contract, they agree that their domicile for the purposes thereof will be the addresses indicated at the beginning of this Contract. For a notification between the Parties to be carried out in a valid manner, it must be made by a reliable means that records the moment in which it has been sent, to what address it has been sent and the moment of its receipt by the other Party. When a change occurs in the address for notification purposes, this new information must be communicated as soon as possible. to the other Party and following the procedure established here.

TWENTY-FIRST.- JURISDICTION

In the event of a controversy, difference, conflict or claim regarding the Contract, or in relation to or derived from the interpretation or execution thereof, the Parties agree that they will submit to the jurisdiction of the competent Courts and Tribunals in accordance with law.

TWENTY-TWO.- INTEGRITY OF THE CONTRACT AND CANCELLATION

This Contract nullifies any agreement, understanding, commitment and/or negotiation that had previously been developed between the Parties.

Likewise, the Parties recognize that, if there are documents annexed and/or attached to this Contract, these form part or integrate it, for all legal purposes.

Furthermore, if it should be the case that one or more clauses become ineffective or are voidable or null and void, they will be deemed not to have been included, maintaining the rest of the Contract in full binding force between the Parties. In this case, the Parties undertake, if necessary, to negotiate amicably and/or in good faith a new text for those clauses or parts of the Contract affected.

And as proof of conformity and acceptance of everything established, both Parties sign at the place and date indicated in the heading, for a single purpose, all the pages of this Contract in two copies, one for each Party.

The WRITER part:

Signed Mrs _____

The EDITOR part:

Signed Mrs _____