

IV – SAMPLE CONTRIBUTOR AGREEMENT (COVERING PUBLICATION RIGHTS IN INTERNATIONAL TERRITORIES)

AUTHOR'S AGREEMENT

Author, (*you*) hereby sell to (*name of publishing company*) (*the "Publisher"*), and the Publisher hereby purchases from you the rights and interests specified below in and to an original article of approximately (*number*) words on the subject of (*subject*) (*the "Work"*) for publication in (*Magazine*) (*the "Magazine"*) and in the other media described below, whether published by the Publisher or someone licensed by the Publisher, as follows:

- (a) The exclusive right first to publish the Work anywhere, in the Magazine and on its website;
- (b) The exclusive right, for (*number*) days following the first publication of the Work in the (*territory*) edition of the Magazine, and the non-exclusive right thereafter, to publish or authorize publication of the Work one time in each of the various regional and international editions of the Magazine in which the Work has not previously been published;
- (c) The right to refer to the Work and to refer to you as its author together with your relevant biographical data, and to authorize republication of all or part of the Work for the advertising and promotion of the Magazine as well as the issue of the Magazine in which the Work appears, it being understood that such republication shall not be subject to a re-use fee; and,
- (d) The right to reprint all or part of the article in a stand-alone format, subject to the fee set forth below; and,
- (e) The non-exclusive right to republish the Work in print, subject to the fees and additional items set forth below; and,
- (f) The non-exclusive right to republish the Work in any (*Magazine*)-branded book, subject to the fee set forth below; and,
- (g) The non-exclusive right to republish the Work on a continuing basis in electronic, interactive or computerized forms, including without limitation, CD-Rom, disk, tape, video, wireless,

and on-line services ("*electronic rights*"), subject to the fees and additional terms governing electronic rights set forth below. Upon its acceptance of the Work for publication in the Magazine and on its website and the receipt of a signed copy of this Agreement, the Publisher shall pay you (*amount in currency*) (*the "Fee"*) for the rights and interests specified in paragraphs (a) and (c) above. If the Publisher decides in its discretion that it will not accept the Work, the Publisher will so notify you in writing and will pay you (*number*) percent of the foregoing amount and all rights to the Work will remain with you.

Upon publication of the Work in one or more international editions of the Magazine as specified in paragraph (b) above, you will be paid an additional one-time fee of (*amount in currency*) per feature article or (*amount in currency*) for department article.

Upon reprinting all or part of the Work in a stand-alone format as specified in paragraph (d) above, the publisher shall pay you a one-time fee of (*amount in currency*).

Upon republishing the Work in print as specified in paragraph (e) above, the publisher shall pay you an additional fee of (*amount in currency*) per feature article or (*amount in currency*) for department article for each such usage. The Publisher retains the right to alter the article to fit the requirements of the magazine. In doing so, the Publisher will exercise reasonable editorial judgement, and will respect the integrity of the story.

Upon republishing the Work in a (*Magazine*)-branded book as specified in paragraph (f) above, the publisher shall pay you a re-use fee of (*amount in currency*).

For the electronic rights specified in paragraph (g) above, the Publisher shall pay you (*amount in currency*) per feature-length article and (*amount in currency*) per department-length article for each use of the article by the Publisher or its licensee for the life of that use. The Publisher retains the right to alter the article to fit the requirements of the medium. In doing so, the Publisher will exercise reasonable editorial judgement, and will respect the integrity of the story.

You agree that you will not, without the Publisher's prior consent, write or authorize publication of any material which is on the same subject as the Work and which could reasonably be deemed competitive with the Work until either: (a) (*number*) days after first publication of the Work in the Magazine; or, (b) you receive notice that the Publisher has rejected the Work.

The Publisher will pay you reasonable expenses not to exceed (*amount in currency*) in connection with the production of the work. All of your expenses must be itemized and documented with photocopies of receipts. Please review the Publisher's expense policy (copy attached).

You shall deliver the Work to the Publisher no later than (*date*), time being of the essence. The Publisher will accept, reject or return the Work to you for revision and correction. If the Publisher returns the Work to you for revision or correction, you agree to make the revisions and corrections within the time specified by the Publisher.

The Publisher requests that all manuscripts be submitted in an electronic format (e.g. on disk or via e-mail). You agree to verify all facts stated in the Work. The Publisher reserves the right to verify independently all facts stated in the Work and you agree to provide all of your checking materials to the Publisher when you deliver the Work to the Publisher.

You agree to retain a complete copy of the Work for yourself and you further agree that the Publisher is not liable for loss of or damage to the Work at any time for any cause whatsoever.

You represent and warrant: that you are the sole creator and owner of the Work and all rights to it; that it is original and has not been published before; that it does not contain any matter which is libellous, slanderous, obscene or violative of any legal right of any other person; that the Work and all rights to it are in all respects free and clear; that you are not under any contractual or other obligation to any person which could interfere with your performance of this Agreement; and that you have obtained the written consent of every publisher and owner of any material that is used or quoted in the Work, to the extent such consent is required under copyright law, copies of which shall be delivered with the Work.

You agree that you are an independent contractor, and not an agent or employee of the Publisher. Any associates or assistants that you hire shall not be deemed the Publisher's agents or employees, or engaged by you for its account or on its behalf. Unless otherwise agreed, such associates or assistants shall be hired by you at your own cost and expense.

(*Publisher's domicile*) law will govern this Agreement.

Please confirm that the foregoing accurately and completely sets forth the Agreement between you and the Publisher by signing and returning the accompanying copy of this Agreement.

Yours faithfully,

Red Kite International