

Model publishing contract

Universitat Politècnica de Catalunya (UPC), Barcelona, 20.....

At a meeting between, with national ID number, acting for and on behalf of the Universitat Politècnica de Catalunya (UPC), with tax identification number Q-0818003F and registered address in Barcelona, Carrer de Jordi Girona, 31, as rector of the Universitat Politècnica de Catalunya by virtue of the provisions of Article 20.1 of Organic Law 6/2001, of 21 December, on Universities and articles 67 and 147 of the Statutes of the Universitat Politècnica de Catalunya approved by Decree 225/2003, of 23 September, and in accordance with the appointment by Decree, of, of the Government of Catalonia (hereafter, the PUBLISHER).

And Mr/Ms, with national ID number, acting on his/her own behalf (hereafter the AUTHOR). Both parties mutually acknowledge sufficient legal capacity to enter into this contract, in accordance with the following clauses:

I. THE AUTHOR AND THE WORK

One. The AUTHOR transfers to the PUBLISHER, exclusively, the rights of use derived from authorship of (provisional title) (hereafter, the work), particularly rights to disclose and/or publish the work, reproduce it, distribute it and communicate it in public using any written (hardback, paperback, cheap or pocket edition), graphic, recording, audiovisual, telematic, electronic, digital, multimedia or computer (floppy disc, CD-ROM, electronic distribution) medium or format, in Catalan, Spanish and English languages worldwide, as well as the exclusive worldwide rights to negotiate the use of the work with other publishers. If, five years after the AUTHOR delivers the original work, the PUBLISHER has not released the book in one of the planned languages, the AUTHOR can terminate the contract for the language(s) that have not been published within this period. The physical presentation of the work and the retail price are the sole responsibility of the PUBLISHER, who can publish the work as part of its own collections or as a joint publication.

Two. Before the PUBLISHER, the AUTHOR confirms the authorship and originality of the work and the peaceful exercise of the rights that he/she transfers in this contract, and states that he/she has not contracted and will not contract any agreement on the aforementioned rights that infringes on the rights corresponding to the PUBLISHER or third parties, in accordance with the provisions established in this contract. The AUTHOR is responsible before the PUBLISHER for any charges that the PUBLISHER must pay to other parties for actions, complaints or conflicts relating to non-compliance with these obligations by the AUTHOR.

Three. The PUBLISHER agrees to put the name of the AUTHOR in a prominent place on all copies of the work that are published, and to include the international reference to reservation of intellectual property, followed by the name and surname(s) or pseudonym of the AUTHOR, and the year of the first edition, as well as the reference to publishing copyright, and to comply with the administrative formalities for the circulation of the work. In addition, in the digital transmission of the work, the PUBLISHER is obliged to insert on all pages the copyrights of the AUTHOR and of the publisher itself.

II. CONDITIONS

Four. The AUTHOR agrees to deliver to the PUBLISHER the definitive version of the work within a period of XXX months from the date of signing this contract. In turn, the PUBLISHER agrees to put the work on sale within two years from the date of delivery of the original work.

Five. The AUTHOR must deliver to the PUBLISHER the original copy of the book in paper and digital format, according to the instructions that the PUBLISHER shall have provided. The PUBLISHER shall appoint a translator and an editor and coordinate the translation (when necessary) and the editing of the work and shall return the edited original copy to the AUTHOR

for him/her to revise.

The PUBLISHER shall deliver to the AUTHOR the files that will be used for the production of the book in paper and digital format, so that the AUTHOR can check that the content has not been altered during the publishing process.

Six. As general payment for the copyright transferred by means of this contract, the AUTHOR shall receive 10% of the selling price, before the application of VAT, for each copy of the edition that is sold and 20% of the selling price in electronic format. In the case of partial purchases of the work, the amount of royalties that shall be paid is calculated on the basis of the percentage of the work that is purchased out of the total work.

Seven. This contract has a maximum duration of fifteen years from the date on which the AUTHOR delivers to the PUBLISHER the definitive version of the work.

On completion of the contract, the PUBLISHER shall have a preferential right to republish the work under the terms and conditions that are agreed, in accordance with standard practice in the sector, by offering a new contract.

Eight. Access to books in electronic format via the internet must be under a Creative Commons licence (CC) once three years have passed since the date of publication of the work or immediately if expressly requested by the author. The Creative Commons licence must identify the work as: “**Attribution - NonCommercial – NoDerivatives (by-nc-nd)**”, that is, commercial use of the original work or the generation of derivative works is not permitted, and the following symbol shall be included:



Nine. For printed editions, during the period of this contract the PUBLISHER agrees to incorporate the work in a print on-demand service, in order to ensure its continuous use and commercial distribution in accordance with standard practices in the professional sector to which the work corresponds. The electronic edition is considered unique and can be reproduced without limitations during the period of this contract.

III. MANAGEMENT AND MARKETING

Ten. The AUTHOR states that he/she understands and accepts the PUBLISHER's distribution process in terms of the use and commercial dissemination of the work.

Eleven. The PUBLISHER agrees to give the AUTHOR in the first four-month period of every year a summary of the sales of the work up to the 31 December of the previous year. The summary must specify the number of copies that have been published and sold, the number of copies that have been distributed without any charge and those that have been stored, as well as the payment of the percentage in accordance with the sixth clause agreed in this contract.

Twelve. The AUTHOR expressly authorises the PUBLISHER to deduct, declare and deposit in the Treasury all amounts that for any form of taxation must be paid by the AUTHOR in relation to income from the intellectual property that is the subject of this contract in all cases in which the PUBLISHER has, by legal requirement, the status of substitute for the taxpaying AUTHOR.

Thirteen. For printed editions, the PUBLISHER can allocate a maximum of 10% of the first edition copies of the work and 5% of copies of each of the subsequent editions and reprints to promotion, publicity and reviews. Likewise, the PUBLISHER must supply free of charge to the AUTHOR X copies of the first edition of the work and X copies of each of the subsequent revised editions, as well as a copy of the edition of the work in electronic format, in the public version and with open code. The AUTHOR shall not receive any royalties for these copies. No royalties will be paid for copies that must be replaced because they are defective or those that have been damaged.

In addition to the free copies, the PUBLISHER must provide the AUTHOR with the number of copies he/she requests, at a 50% discount. These copies cannot be sold.

Fourteen. For printed editions, the PUBLISHER, at the request of the AUTHOR, must submit to him/her a statement from the printing company that has carried out the binding of each of the editions or reprints of the work declaring the number of copies produced and delivered to the PUBLISHER.

Fifteen. For printed editions, it is considered that the edition or reprint of the work will be out of stock when the number of unsold copies is less than 5% of the print run of that edition and in all cases is fewer than 100 copies.

Sixteen. Regarding reasons for termination or suspension of this contract, as well as regulations on the right of the PUBLISHER to sell at a reduced price the remaining copies of the edition or to destroy copies of the work, and any other agreement or disagreement in the interpretation of this contract, both parties will be governed by the provisions in the amended text of the Intellectual property act approved by Royal legislative decree 1/1996, of 12 April.

IV. THIRD PARTIES

Seventeen. The PUBLISHER is entitled to negotiate with third parties worldwide the publication of translations of the work into languages other than those agreed in this contract, after informing the AUTHOR of the contract proposals that are received. If a publishing contract is signed on the suggestion of the PUBLISHER, the net benefits that are obtained through this contract shall be distributed as follows: 50% for the PUBLISHER and 50% for the AUTHOR.

Eighteen. By virtue of this transfer of rights, by mutual agreement between the AUTHOR and the PUBLISHER, the PUBLISHER is entitled to authorise under licence through a managing entity:

- a) The partial reproduction of the work for teaching and research purposes.
- b) The total or partial inclusion of the work in databases, as well as public communication or retrieval of the work.
- c) The loan of the work in library institutions.

In addition, the PUBLISHER is entitled to make summaries and extracts of the work for use in databases or to authorise others to make such summaries and extracts.

Both parties agree to be bound by the provisions in Article 25 of the Intellectual Property Act on compensatory payment for private use copies of the work – whose publication rights are transferred by this contract – made using technical devices other than printers.

Nineteen. For any concerns about the interpretation and application of this contract and for all issues that must be resolved in court, both parties shall appear before the courts of Barcelona and renounce their own jurisdiction if it is other than that of Barcelona.

In witness whereof, both parties sign this document in two counterparts and designate as their respective addresses for the purpose of notifications those given in the preamble to this contract, although the addresses can be altered by notification sent to the other party.