

# LITERARY PUBLISHING CONTRACT

## Between

Name and first name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

hereinafter called the Author,  
on the one hand,

## and

The company \_\_\_\_\_

whose registered office is located at: \_\_\_\_\_  
\_\_\_\_\_

registered in the Business Registration Office under number: \_\_\_\_\_

validly represented by: \_\_\_\_\_  
\_\_\_\_\_

hereinafter called the Publisher,  
on the other hand,

## IT HAS BEEN AGREED AS FOLLOWS

### article 1: work

The Publisher wishes to publish the work temporarily or definitively titled  
.....  
hereinafter called the Work.

If the title is a temporary one, the Author and the Publisher shall choose the definitive title by mutual agreement.

### article 2: scope of the licence

The Author assigns exclusively to the Publisher following rights:

1. the right to publish the Work in book form (regular, luxury, club, pocket edition, etc.).
2. the right to translate the Work in any languages/following languages (*delete where inapplicable*: .....  
and to publish these translations
3. the right to reproduce the Work in its entirety or extracts of it on any graphic carrier and notably in newspapers, magazines, anthologies and educational publications
4. the right of reproduction on a sound carrier (CD, DVD, etc.)
5. the rental right
6. the electronic publishing right (Internet, e-book, CD-ROM, etc.)
7. the right of communication to the public (recitation, radio and television broadcasting, etc.)
8. the right to reproduce elements of the Work with a view to its promotion.

All other rights are reserved to the Author.

### article 3: duration and territorial scope

The present contract enters into force as from the date of signing and remains valid until  
.....

It shall be renewed for periods of each time ..... years unless the Author or the Publisher terminates it by registered letter sent at least three months before each expiry date.

The Publisher can proceed to the selling of the copies that have remained in stock for three years as from the contract's expiration. However, the Author has the right to buy back the stock at 45% of the public selling price.

The licence is granted for following countries: .....

#### **article 4: guarantee**

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The Author guarantees that the Work is original and is not detrimental to the rights of third parties. The Author declares that, subject to commitments made regarding SABAM, he is free and entitled to do what he likes with the rights intended for in the present contract and he guarantees to the Publisher the enjoyment of the rights that are assigned to him against any claims whatsoever. This guarantee does not cover the texts, documents, illustrations or other works that have not been created by the Author.

#### **article 5: handing over of the text and corrections**

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The Author undertakes to hand over a copy of the definitive text to the Publisher, if need be accompanied by illustration material, before ....., in following format:

.....  
The original copies possibly provided by the Author himself shall be returned to him after the work's publication. The pictures taken by the Publisher shall remain in his ownership.

The Author undertakes to correct the proofs and to return them within 15 calendar days at the most after receipt. After this deadline and if the Author does not respond within 15 days after receipt of a registered letter addressed to him by the Publisher, the latter can entrust the proofs to a proofreader of his choice at the Author's expenses, unless there is question of a "force majeure" case.

#### **article 6: publication period**

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The Publisher undertakes to assure the work's publication and distribution within six months as from the handing over by the Author of the definitive text.

The Publisher is entitled to extend this period with an additional delay of six months on condition that he informs the Author of this in writing.

#### **article 7: presentation, print run and prices**

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The Publisher determines the selling price and the print runs. The first print run shall count at least ..... copies.

The Publisher determines the format and the presentation, after having consulted the Author.

The Publisher shall not bring any modification to the work without the Author's prior written consent.

The Publisher shall have the Author's name or pseudonym mentioned by each use of the work, notably on the cover page of each copy.

#### **article 8: author's copies**

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The Author shall receive free of charge

1. ... copies of the first publication in book form
2. ... copies of each following publication
3. ... copies of each publication of a translation of the work
4. ... copies of each publication of a sound reproduction (CD, DVD, etc.)
5. ... copies of each electronic publication (Internet, e-book, CD-ROM, etc.)

The additional copies that he would like to receive shall be charged to him with a 40% discount on the public selling price excluding taxes.

#### **article 9: author's remuneration**

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The Author shall receive from the Publisher:

1. an advance of .... €, payable as follows:
  - 100% when the contract is signed

- 50% when the contract is signed and 50% when the text is handed over
- .....

*fill in and/or delete as appropriate*

This advance shall be deducted from the rights due. It shall remain definitively established as his for the author, unless article 13.2 is applied.

- for the exploitation of the publishing right in book form, a remuneration calculated on the public selling price net of VAT, of:
  - .....% up to ..... copies sold
  - .....% from ..... to ..... copies sold
  - .....% above ..... copies sold

However, the Author shall receive no remuneration for the copies intended for the registration of duty copies, for the press and the promotion, for the Author's copies and for the copies that are unusable or have been destroyed.
- for the exploitation of the translation right:
  - .....% of the gross revenues net of VAT of the Publisher

If the Publisher carries out himself the translation's publication, the Author shall receive .....% of the remuneration for the exploitation of the publishing right in the original language.
- for the exploitation of the secondary reproduction rights:
  - .....% of the gross revenues net of VAT of the Publisher or of the collection by SABAM or its representative in application of their tariffs
- for the exploitation of the sound reproduction right:
  - .....% of the gross revenues net of VAT of the Publisher or of the collection by SABAM or its representative in application of their tariffs
- for the exploitation of the rental right:
  - .....% of the gross revenues net of VAT of the Publisher
- for the exploitation of the electronic publishing right
  - a remuneration calculated on the public selling price net of TVA of :
    - .....% up to ..... copies sold
    - .....% from ..... to ..... copies sold
    - .....% above ..... copies sold
  - or the collection by SABAM or its representative in application of their tariffs
- for the exploitation of the right of communication to the public
  - collection by SABAM or its representative in application of their tariffs
- The rights of lending, reprography (remuneration notably for photocopies for a private use) and private copying (remuneration notably for the copying of sound works for a private use) shall be distributed between the Author and the Publisher pursuant to the legal provisions and/or agreements entered into by the authors' and publishers' representatives.

## **article 10: accounts and payments**

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### **10.1. accounts**

Each year, at the latest on March 31, the Publisher shall hand over to the Author a detailed account as to the previous calendar year, comprising notably following information per type of exploitation:

- the initial print run
- the number of copies in stock on January 1
- the number of copies manufactured
- the number of copies free of rights
- the number of copies sold while mentioning the public selling price net of VAT
- the number of copies in stock on December 31
- the gross revenues net of VAT if it is applicable according to article 9
- the remunerations owed to the Author

### **10.2. payments**

The Author is affiliated to the authors' society SABAM SCRL, rue des Deux Eglises 41-43 in 1000 Brussels, Belgium. It entrusts the administration of the Work's publishing rights to SABAM's care. Consequently,

- the Publisher shall provide SABAM with a copy of the account.

- b. all payments shall be carried out within the month following the transfer of this account into bank account number 210-0828000-60 of SABAM with the mention 'literature', followed by the Author's name and the work's title.

Should the Publisher not settle, within 15 days after the expiry date, the amounts that he owes, these shall yield, as from this moment, by right and without any formal notice, an interest of 1% per month started.

On written request, the Author and/or SABAM has/have the right to consult, within ten days after their request, in all the Publisher's premises and all his possible branches, all the accounting records and agreements related to the Work's exploitation, and he/they has/have the right to ask the Publisher or his accountant for any justification as regards the presented trading accounts.

If they wish it, the Author and/or SABAM may have themselves represented by a third party.

The additional amounts possibly due shall be paid within a month after the check.

If the difference between the amounts mentioned in the account and the amounts actually due exceeds 5%, the checking expenses shall be charged to the Publisher.

### **article 11: rerun**

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The Publisher shall inform the Author beforehand of any rerun and shall offer him the possibility to correct the Work within a delay to be agreed on between the parties.

### **article 12: sales at reduced prices, pulping of copies**

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If, three years after the put up for sale of the first edition or of a new edition, the annual sale is inferior to 5% of the volumes in stock, the Publisher shall have the right to:

1. sell off the copies in stock.
2. carry out a total pulping of the copies.

In these cases, the Publisher shall inform the Author of his intention and the Author shall have a delay of one month to inform the Publisher that he wishes:

- a. in the first case, to buy back himself a specific number of copies at a price that could not be superior to the selling price to the discounter; the Author shall receive no rights on these copies;
- b. in the second case, to buy back the stock at the manufacturing price.

In case of the pulping of the copies, the Publisher shall hand over to the Author, at the latter's request, a certificate specifying the number of volumes destroyed.

### **article 13: termination**

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1. The Author can terminate the present contract at once by registered letter:
  - a. if the Publisher has not published the work within the delay set out in article 6, subject to the Author's right to claim damages;
  - b. if all the work's copies in book form in original language are out of print and the Publisher does not start a reprint within a delay of six months as from the sending of a registered letter by the Author;
  - c. if the Publisher infringes one or several of the obligations that he has undertaken to meet in the present contract, within thirty days as from the sending by the Author of a registered formal notice that has remained without effect, subject to the Author's right to claim damages;
  - d. in case of put up for sale or pulping of the copies;
  - e. in case of bankruptcy, winding-up arrangement or liquidation of the Publisher's firm;
2. If the Author does not comply with the delay laid down in article 5 line 1, the Publisher shall be entitled to terminate the present contract within thirty days after the sending of a registered formal notice that has remained without effect. If need be, the Author shall immediately pay back the advance that he has received.
3. The contract's termination shall not undermine the exploitation contracts validly entered into by the Publisher and third parties, the Author having against them a direct action for payment of the remuneration owed pursuant to the present contract.

**article 14: assignability of the licensed rights**

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The Publisher is entitled to assign the present contract without the Author's written agreement, except in case of assignment of all or part of his company.

**article 15: applicable law**

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This contract is governed by Belgian law.

In case of a dispute, the civil courts of \_\_\_\_\_ shall have sole jurisdiction.

Drawn up in three copies, one for each party and one for SABAM, in \_\_\_\_\_, on \_\_\_\_\_

The Author

The Publisher