



edward lipsett • stephen carter • chris ryal

## AGREEMENT TO PUBLISH A BOOK

This Agreement is made and entered into by and between \_\_\_\_\_ ("Author") and Intercom, Ltd. ("Publisher") in connection with the publication of Author's book entitled \_\_\_\_\_ ("the Work").

1. Author grants Publisher the sole and exclusive right to publish, distribute, and sell the Work in English in hardcover, trade paperback, mass-market paperback, and print-on-demand formats.
2. Author grants Publisher the right and authority to use name as specified by Author on the Work and in all promotion and publicity for the Work in Publisher's sole discretion. Upon request, Author shall provide Publisher with a portrait photograph for use by Publisher and its assigns.
3. Author warrants that
  - (i) the Work is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts;
  - (ii) the Work does not infringe upon any copyright or proprietary right and does not contain any material of libelous nature;
  - (iii) the Work is not in the public domain and Author is the sole owner and copyright holder of the Work with full power to enter into this Agreement;
  - (iv) if the Work has been previously published in whole or part, Author currently holds all copyrights to the Work and is legally permitted to enter into this Agreement; and
  - (v) Author releases Publisher from any responsibilities relating to any legal actions arising out of the contents of the Work.
4. If it is agreed between Author and Publisher that the Work requires an index, then at Author's choice, said index will be supplied by Author, or Publisher shall engage an indexer and the reasonable costs shall be borne equally by Author and Publisher, Author's share being deducted from the payments due under this Agreement. If it is agreed between Author and Publisher that the Work requires a bibliography and/or footnotes, the same will be Author's responsibility and costs unless otherwise agreed.
5. Final decision as to format, copy editing style, illustration, style of printing and binding, title, cover presentation, trade name, trademark, logo, imprint or other identification, date of publication, retail price and all other matters of sale, distribution, advertising and promotion of the Work, shall be made by Publisher, in fair consultation with Author. It is understood that certain features of the book, such as trim size and CMYK process, are stipulated by the contract Publisher holds with its printer and distributor, and as such cannot be considered negotiable.
6. Publisher shall publish the Work within twelve (12) months after this Agreement is signed by all parties. If Publisher fails to publish the Work within the above period, all rights granted hereunder shall revert to Author if requested by Author in writing. Provided, however, that these dates may be changed through the mutual written agreement of Author and Publisher.
7. To protect Author's rights, Publisher shall clearly indicate on a single line on the copyright page the © copyright mark, the date of publication, and the name specified by Author.
8. In consideration of the rights granted to Publisher hereunder, publisher shall pay to Author a royalty on cover price of the book published by Publisher as follows:
  - (i) \_\_\_% of retail price (excluding applicable taxes) for trade paperback;
  - (ii) \_\_\_% of retail price (excluding applicable taxes) for mass-market paperback; and
  - (iii) \_\_\_% of retail price (excluding applicable taxes) for hardcover format.
9. Author agrees not to publish another book in a competing market under the same title, or



- containing the Work as a whole, as long as this Agreement is in force.
10. Author shall receive five (5) free Author's copies of any paperbound edition and two (2) free Author's copies of any hardcover edition immediately after they are available for general sale. Author may purchase additional copies of any editions of the Work published by Publisher, if desired, at a \_\_\_% discount off cover price, plus shipping costs and applicable taxes. Royalties will be paid on all copies of the Work Author purchases. Royalties will not be paid on free Author's copies.
  11. Royalties on the Work shall be accounted twice annually, every June and December, by Publisher so long as the book is available for sale, so long as there is a minimum of ¥10,000 (TEN THOUSAND YEN) in royalties due Author. If there is less than ¥10,000 (TEN THOUSAND YEN) due Author, the amount due may be held over until such time as there is an amount equal to or in excess of ¥10,000 (TEN THOUSAND YEN) due Author.
  12. The term of this Agreement shall be for four (4) years. This Agreement shall automatically be extended at the end of those four (4) years and shall continue indefinitely until and unless a party gives written notice at least three (3) months prior to the end of the term that it wishes to terminate this Agreement. Three (3) months after receipt of notice of termination, Publisher shall cease to publish the Work. Provided, however, that Publisher shall have the right to sell whatever inventory remains on hand.
  13. Publisher shall not be responsible for loss or damage to any of Author's property in its possession or in the possession of its contractors, or to anyone to whom delivery is made with Author's consent. Author shall retain copies of the manuscript (and related materials) for Author's own protection.
  14. This Agreement may not be assigned or transferred to any third party, or disposed of in any other fashion, in whole or in part, without the prior written consent of all parties hereto. Author shall not assign or transfer to any third party, or dispose of in any other fashion, whole or in part, of his/her copyright of the Work, without the prior written consent of Publisher.
  15. This Agreement shall be binding upon the heirs, successors, personal representatives and the foregoing respective assigns of Author and Publisher; and references to Author and Publisher shall include such heirs, successors, personal representatives and such assigns.
  16. Regardless of its place of execution, this Agreement shall be governed by and interpreted under the laws of Japan.
  17. The parties hereto hereby agree that the Fukuoka District Court shall have an exclusive jurisdiction over any suit in connection with this Agreement.
  18. The foregoing supersedes any and all previous understandings, constitutes the sole and complete agreement between the parties hereto. This Agreement may not be altered or cancelled without the prior written consent of both parties.

In witness whereof, the parties hereto have signed this Agreement on the dates below.

Author

Publisher

\_\_\_\_\_

\_\_\_\_\_

Edward Lipsett  
Representative Director  
Intercom, Ltd.

Date: \_\_\_\_\_

Date: \_\_\_\_\_