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**Author Publishing Agreement Advance**

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## AUTHOR PUBLISHING AGREEMENT

### ADVANCE

Subject to the below conditions, the Publisher agrees to provide the \_\_\_\_\_ an advance in an aggregate amount not to exceed \_\_\_\_\_ (the "Advance") for use for manuscript preparation (the "Purpose").

- i) \_\_\_\_\_ upon mutual execution of the Agreement.
- ii) \_\_\_\_\_ upon acceptance by the Publisher of (# of chapters).
- iii) \_\_\_\_\_ upon acceptance by the Publisher of (# of chapters).
- iv) \_\_\_\_\_ upon acceptance by the Publisher of (# of chapters).
- v) \_\_\_\_\_ upon acceptance by the Publisher of (# of chapters).
- vi) \_\_\_\_\_ upon acceptance by the Publisher of the complete and final manuscript of the Work.

The terms of this paragraph will not apply to revised editions of the Work.

The portions of the Advance paid by Publisher shall be recovered on a dollar-for-dollar basis from all royalties due \_\_\_\_\_ under the terms of this or any other Agreement with Publisher, without regard to the edition involved, until such time as the paid portions of the Advance have been fully recouped by the Publisher.

In the event the Publisher determines all materials suitable in form and content for publication of the above Work as required by the Agreement are not delivered to the Publisher by the \_\_\_\_\_ on or before the deadlines made applicable by the Agreement, the \_\_\_\_\_ hereby agrees to repay, promptly upon demand, any portion of the Advance previously paid by Publisher which remains so unrecouped. Should the \_\_\_\_\_ be party to other publishing agreements with Publisher, the \_\_\_\_\_ may request Publisher to accept as repayment any amounts thereafter due \_\_\_\_\_ from Publisher under such other agreements. Publisher's consent to such request may not be unreasonably delayed or denied.

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_ and the Lippincott Williams & Wilkins division of Wolters Kluwer Health, Inc., a Delaware Corporation, with its principal place of business at 530 Walnut Street, Philadelphia, PA 19106 (the "Publisher") with respect to a work tentatively entitled \_\_\_\_\_.

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. THE WORK; DELIVERY OF THE MANUSCRIPT.** The Author shall write and/or acquire original manuscripts on behalf of the Publisher, and prepare same for publication as a single manuscript of an original text (including a preface, title page, table of contents, bibliographies, acknowledgements, copyright credit lines, and all figure captions) tentatively entitled \_\_\_\_\_, comprised of approximately \_\_\_\_\_ manuscript pages, or \_\_\_\_\_ published book pages, together with all other original reproduction-ready materials required by the Publisher, including, but not limited to, photographs, drawings, illustrations, tables, diagrams, and graphs (hereinafter referred to as the Work) in form and content acceptable to the Publisher and suitable for publication.

(a) The Author shall deliver to the Publisher, on or before \_\_\_\_\_, one complete copy of the final and fully acceptable version manuscript of the Work as an electronic file(s) with one hard copy printout of the manuscript (conforming to specifications set forth in Exhibit A), together with all other material required for the Work in form suitable for publication. The Author shall maintain in his possession a complete and current copy of the manuscript and all such other material until such time as the Work is published. If any portion of the completed manuscript delivered by the Author is not acceptable to the Publisher, the Publisher may request changes and revisions therein.

(b) Within sixty (60) days after the Author's receipt of such request (or such other date as may be scheduled by the Publisher), the Author shall deliver to the Publisher all requested changes and revisions, in form and content acceptable to the Publisher and suitable for publication. Should the Author fail to do so, the Publisher may make or cause to be made such revisions and deduct the cost thereof from the Author's royalty account.

(c) Notwithstanding the above, if the Publisher determines, after consulting with the Author, prior to its final acceptance of an original manuscript complete with all requested changes and revisions, that the Author's manuscript is either not acceptable in form or content or will not be economically marketable, or that the Author will not meet the Publisher's schedule for production of the manuscript or revisions thereto, then the Publisher may terminate this Agreement on written notice. If the manuscript was not submitted to meet the Publisher's schedule for production or was not acceptable in either form or content, then the Author shall thereupon promptly return all advances and grants received.

(d) If the Publisher deems an index to be necessary, the index for the Work shall be prepared by the Publisher and the cost charged to the Author's royalty account.

(e) The final title of the Work shall be determined by the Publisher, with consultation from the author when offered.

(f) Upon the Publisher's written request, the Author shall prepare and deliver on a timely basis to the Publisher ancillaries to the Work, such as an instructor's manual, test questions or review materials. The Author acknowledges that these ancillary works shall

be deemed part of the Work, but that the Publisher may distribute them on a no-charge basis.

(g) The Author shall be solely responsible for payment of any promised honorarium (or other type of compensation) to third parties it engages to contribute a chapter or other portion of the Work. If at the Author's request, the Publisher should agree to make such payment directly to the third party, that fee and attendant costs shall be charged against and deducted from the Author's royalty account. The Author shall also be responsible for the delivery to the Publisher, along with the completed manuscript, of a copyright assignment/warranty document, in a form supplied by the Publisher, which each third party-contributor shall have signed and dated.

**2. GRANT OF RIGHTS.** The Author grants, transfers and assigns to the Publisher all rights, title and interest in and to the Work, including without limitation the copyright therein throughout the world and the exclusive right to publish, reproduce, display, perform and distribute the Work, in whole or in part, and any and all derivative works, in all languages, in print, digital, electronic or any other form and in any media now known or hereafter developed, throughout the world for the full term of copyright available to the Work (including any renewals, extensions and continuations), and the right to grant to third parties anywhere throughout the World the right to exercise any and all rights in and to the Work, including without limitation the creation of derivative works.

**3. COPYRIGHT.** As the owner, the Publisher shall be responsible to register at its own cost and expense the copyright in the Work in its own name with the United States Copyright Office. The Publisher shall print a copyright notice in conformity with the United States Copyright Law in each copy of the Work published by the Publisher and shall require all of its licensees to do the same.

**4. PERMISSIONS.** The Author shall obtain appropriate written permissions from copyright owners for the use of any copyrighted material including, without limitation, text, photographs, drawings, illustrations, tables, diagrams, graphs, or any other material. Permissions shall be obtained at the Author's expense and delivered to the Publisher in acceptable form and content along with completed manuscript. If the Publisher secures any permissions for the Work on behalf of the Author and pays a fee for such permissions, that fee and attendant costs shall be charged against and deducted from the Author royalty account.

**5. EDITING AND PROOFS.** The Publisher may edit and make such changes in, additions to and deletions from the Work as the Publisher may deem necessary or appropriate. The Publisher may copyedit the Work in accordance with its standards of punctuation, spelling, capitalization, presentation and usage.

(a) The Publisher shall deliver proofs of the edited manuscript to the Author, who shall review the same, make corrections, changes and alterations therein, and return the corrected proofs to the Publisher within a reasonable time frame as established by the Publisher by written, telephonic or other notice, which notice need not comply with the

requirements of Paragraph 22. The Author's failure to timely return corrected proofs shall be deemed by the Publisher as the Author's approval of the proofs.

(b) All costs for alterations made by the Author that in the aggregate total less than ten percent (10%) of the cost of the original composition, as determined by the Publisher, shall be at the expense of the Publisher. Alteration charges equal to or in excess of the said ten percent (10%) allowance shall be charged against and deducted from the Author's royalty account. All alterations to final, approved illustrations, diagrams, charts/tables or photographs shall be charged to and deducted from the Author's royalty account. Correction of typographical errors of the Publisher shall be at the expense of the Publisher.

**6. PUBLICATION OF SELECTIONS.** The Publisher may publish, or authorize or permit others to publish, such selections from the Work as the Publisher thinks necessary or desirable for the advancement of the sale of the Work without compensation to the Author, but such selections shall not be so material as to injure the sale of the Work.

**7. PUBLICATION OF THE WORK.** The Publisher shall publish the Work, at such prices and in such style and manner and under such imprints as the Publisher deems appropriate, within a reasonable time after the Publisher shall have received and approved the final manuscript, including all requested changes and revisions.

**8. REVISED EDITIONS.** Whenever the Publisher shall deem it appropriate to publish a revised edition, the Author shall, if and when requested in writing by the Publisher to do so, prepare revisions to the then current edition as set forth below. If the Author shall desire that a person or persons in addition to the Author contribute to or participate in the preparation of the revised edition, the Author shall request the Publisher's approval of such additional person(s) and of the contractual terms and conditions of such person(s)' relationship to the Author and the Publisher. In its commercially reasonable judgment, the Publisher may designate one or more additional person(s) to participate in the preparations of any such requested revisions and the Publisher may determine a reasonable portion of the Author's royalties to be allocated to such person(s).

(a) The Author and such additional person(s) shall furnish such revisions, in form and content acceptable to the Publisher, pursuant to the schedule established by the Publisher and furnished to the Author in or after the initial request. Should one or more of the individuals who constitute collectively the Author be unable or unwilling to supply such revisions or fail to do so within the schedule specified, or, in the Publisher's determination, should such individual(s) be unable to supply revisions of either acceptable quality or marketability or, notwithstanding the above, if the Publisher shall, in the Publisher's reasonable judgment based upon previous performance, decide that such individual(s) should not be requested to prepare such revisions, the Publisher may itself prepare such revisions or retain another person or persons to prepare or participate in the preparation of such revisions. If any one of the individuals constituting the Author should not participate in preparation of a revised edition, the Publisher may in its reasonable judgment re-allocate the whole or a portion of such individual's share of the

royalty due on the sale of such revised edition and/or the Publisher may recover any fees it paid for such revisions by charging against the first royalties earned and accruing to such individual(s) from such revised edition. If as the result of the foregoing, any one of the individuals constituting the Author should not receive any royalty amount from a revised edition pursuant to the terms hereof, the Publisher shall thereafter be without obligation to allocate to such individual any portion of the royalties from a subsequent revised edition.

(b) Subject to the above, royalties with respect to such revised edition shall be paid at the rates set forth in this Agreement as if the revised edition were the first edition of the Work.

(c) When publishing an edition of the Work that has been revised in any way, and in the promotion thereof, the Publisher may give credit therein, and in the advertising relating thereto, to the Author and any other person or persons who shall prepare or participate in the preparation thereof, in such order and manner as the Publisher deems appropriate, including the elimination or retention of the name of the Author, if the Author does not participate or collaborate in the preparation of any given revised edition.

(d) Unless otherwise provided for herein, the terms of this Agreement shall apply to the first and all revised editions.

9. **AUTHOR'S COPIES.** The Publisher shall give **six (6) copies** of the Work to the Author, and shall sell the Author such further copies of the Work as the Author desires, at a discount of twenty-five percent (25 %) off the list price. Copies so furnished to or purchased by the Author may not be resold by the Author.

10. **ROYALTIES.** The Publisher shall pay to the Author royalties on the Publisher's sales of the Publisher's editions of the Work, whether in a print or an Electronic Version, as follows:

(a) Unless specified otherwise below, for copies of the Work sold by the Publisher, a royalty of **eight percent (8%)** of the Publisher's Net Receipts (for all purposes of this Agreement Net Receipts shall be the amount the Publisher actually receives from sales of the Work, less returns, allowances for non-payment, taxes, shipping & handling and reasonable reserves for future returns, if any, (as determined by the Publisher's accounting of computer tabulations of sales and credits)) shall be earned, except as otherwise provided in this Agreement.

(b) For copies of the Work sold by the Publisher outside the United States and Canada or for ultimate resale outside such region, the royalty shall be **four percent (4%)** of the Publisher's Net Receipts.

(c) For copies of the Work sold by the Publisher in the United States or Canada either (i) to a pharmaceutical or other health care industry customer for its distribution or

(ii) at a discount of fifty percent (50 %) or more off the list price, the royalty shall be **four percent (4%)** of the Publisher's Net Receipts.

d) For copies of the Work sold by the Publisher by direct solicitation (including, without limitation, by mail, telephone, or at convention and similar exhibits) to an individual purchaser the royalty shall be **four percent (4%)** of the Publisher's Net Receipts.

(e) For copies of the Work or its derivatives sold by the Publisher (i) at a "bundled" price (i.e., sale of the Work and one or more other works at single price), or (ii) at a "compiled" price (i.e., where any portion of the Work is included in a compilation which includes material from other works), the Net Receipts attributable to the Work shall be pro-rated, based upon the net price of the Work in proportion to the net price(s) of the other such work(s), and the portion of the compilation containing the Work as determined by the Publisher, respectively.

(f) For Publisher's exercise of its rights to create condensed, translated, adapted (including, without limitation, English language adaptations), abridged, customized versions per distinct customer order or any other derivative versions, the royalty shall be **four percent (4%)** of the Publisher's Net Receipts.

(g) Notwithstanding language to the contrary herein, receipt by the Publisher of consideration for or on behalf of (i) other works that reference the Work, such as study aids and videos; (ii) other ancillary works (whether or not derivative works) that complement the Work and are designed to enhance the marketability of the Work; or (iii) derivative versions of the Work created by the Author under a separate agreement between the Publisher and the Author, shall not be deemed part of the Publisher's Net Receipts hereunder.

(h) No royalty shall be payable on copies distributed free-of-charge for promotional purposes, given or sold to the Author, or sold at or below the cost of manufacture or as damaged or remaindered books. In the event the Publisher should elect to use in another work an insubstantial portion of the Work (in terms of its comparative volume to the entire Work), the Publisher may do so without additional payment to the Author, but with appropriate credit to the Author. In turn, the Publisher may permit Author to use in the Work, where appropriate, an insubstantial portion of other works for which the Publisher holds the necessary rights.

As used in this Agreement, an "Electronic Version" shall mean versions of the Work that include the text of the Work with or without any illustrations contained in the Work (in complete or condensed, adapted, abridged or other derivative versions), in compilations (including, without limitation, electronic databases), alone or in combination with other works or materials for performance and display (i) in any manner intended to make such Electronic Versions of the Work available in visual form for display (whether sequentially or non-sequentially, including, without limitation, sounds and images, if any) and (ii) by any electronic, digital or other means, method, device, process or medium for

reproduction, or publication, or display, or performance, or distribution or transmission in visual or other form, whether now or hereafter known or devised.

## 11. LICENSING OF PUBLISHER'S RIGHTS.

(a) The Publisher shall pay the Author **eight percent (8%)** of the net royalties received by the Publisher for licenses of its rights to publish in print format all or part of the Work or adaptations of the Work in anthologies, periodicals and other books in response to permission requests, English language editions outside the United States, foreign language, book club and reprint editions and for the right to reproduce the Work or derivative works based on the Work. In the event the contract for the rights listed in this subsection (a) represents the Work as part of a compilation, which also includes other works, the royalty payable by the Publisher to the Author shall be prorated, based upon the portion of the compilation containing the Work, as determined by the Publisher.

(b) For licenses to an affiliate or subsidiary of the Publisher or to a third party of the Publisher's rights to reproduce, distribute, display, perform and transmit the Work or derivative works based on the Work by any means other than print, including, but not limited to, Electronic Versions, the Publisher shall pay the Author **eight percent (8%)** of the net royalties received by the Publisher for such a license representing the Work. In the event the contract for the rights listed in this subsection (b) represents the Work as part of a compilation, which also includes other works, the royalty payable by the Publisher to the Author shall be prorated, based upon the portion of the compilation containing the Work, as determined by the Publisher.

In no event shall the Author share in permissions or licensing fees received by the Publisher for the right to reproduce or utilize artwork (including, without limitation, illustrations, photos, diagrams, charts, videos or artwork in other multi-media formats) appearing in the Work, which were prepared at the Publisher's expense.

**12. ROYALTY STATEMENTS AND PAYMENTS.** The Publisher shall render, no later than the last day of April and of October of each year, a statement of royalties due on the sale of or the licensing of rights to the Work in the preceding six months ending the thirty-first day of December and thirtieth day of June respectively, each such statement to be accompanied by payment of the amount therein shown to be payable pursuant to the provisions of this Agreement, such amount to reflect the deduction of any sums then due to the Publisher by the Author, or any sums then due to the Publisher by a person or by persons who are assigned by the Author to receive a portion of or all of the royalties otherwise payable to the Author, whether under this or any other agreement with the Publisher. Should the Author receive, on any statement or statements, an overpayment of royalties, the Publisher may deduct the amount of this overpayment from any further royalties, whether on this Work or other works of the Author published by the Publisher. If, in any such six-month period the amount of money due the Author is \$50.00 or less, no royalties shall be due or payable for such period, but shall be accrued until they exceed this level and subsequently paid to the Author.



**13. EXAMINATION OF PUBLISHER'S BOOKS AND RECORDS.** The Author or the Author's duly authorized representative shall have the right, after reasonable notice to the Publisher, during usual business hours but not more than once each year and once with respect to each royalty statement, to examine the books and records of the Publisher at the place where the same are regularly maintained, insofar as they relate to the Work. Such examination shall be at the cost of the Author unless errors aggregating more than the greater of five thousand dollars or ten percent (10%) of the total sum accrued (including advances) to the Author are found to be to the Author's disadvantage, in which case the reasonable cost of such examination shall be borne by the Publisher. No such examination shall be made by a representative of the Author upon a contingency fee basis. Each statement rendered under this Agreement shall be final and binding upon the Author unless objected to in writing, setting forth the specific objections thereto and the basis for such objections, within two years after the date the statement was rendered.

**14. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION.**

(a) The Author warrants and represents: that except with regard to contributions to the Work that are subject of a copyright assignment/warranty document, in a form supplied by the Publisher and signed by the originating third party-contributor(s), the Author is the sole author of the Work; that the Author is the sole owner of the rights granted in this Agreement and has not assigned, pledged or otherwise encumbered them and has the right to enter into this Agreement; that the Work is original and has not been previously published in whole or in part; that substantial portions of the Work are not in the public domain in any country; that the Work does not infringe any copyright or any other personal or proprietary right; that the Work does not contain any material that is libelous or defamatory, or which violates or invades any right of privacy or publicity; and that the Work contains no material that is harmful so as to subject the Publisher to liability to any third party or otherwise contrary to law. Should the Author submit any material whether directly or through contributor(s) for publication in the Work which in the opinion of the Publisher infringes a copyright or is libelous or otherwise actionable, then in addition to its other rights, the Publisher shall have the unilateral right (but not a duty to the Author) to exclude such matter from the Work.

(b) The Author shall defend, indemnify and hold harmless the Publisher, its officers, employees, directors, agents, distributors and sellers of the Work from and against any claim, demand, action, suit, liability, cost or expense, including reasonable counsel fees (collectively "Claims") arising out of any allegation which, if true, would constitute a breach of any of the foregoing warranties or representations. The Publisher shall have the right (but not a duty) to defend any such Claim through counsel of the Publisher's own selection, in the name of the Author or in the Publisher's name, or both and the Author shall cooperate with the Publisher in such defense. The Author may participate in such defense at the Author's own expense and through counsel of the Author's own selection. The Author shall not settle or compromise any Claim except with the express prior written consent of the Publisher in each instance.

(c) In the event of any such Claim, the Publisher may withhold its reasonable estimate of the total damages and expenses (including reasonable counsel fees) from sums otherwise payable to the Author pursuant to this or any other agreement between the Author and the Publisher, and to apply such sums to payment of such damages and expenses.

(d) For such instances in which the Author should engage a third party to contribute a chapter or other portion of the Work, then the Publisher shall supply the Author with a document for signature by such third party that contains representations and warranties equivalent to those of Section 14(a) above, but which shall not be deemed to be a substitute for or to limit such Section 14(a) representations and warranties.

(e) The Author's representations and warranties and its indemnities shall survive the termination of this Agreement.

**15. OTHER PUBLICATIONS.** The Author shall not, during the term of this Agreement, without the written consent of the Publisher, write, edit, print, or publish any other work which, in the Publisher's reasonable judgment, will compete with the exploitation or marketing of the Work. The Author may, however, draw on or refer to material contained in the Work for teaching purposes and in preparing articles for publication in scholarly and professional journals, and for delivery at professional meetings, provided that the Publisher is given prior notification for such use and appropriate credit is given to the Publisher and the Work.

**16. CARE OF MANUSCRIPT.** The Author shall retain copies of the electronic files containing the manuscript, a hard copy printout of the manuscript and a copy of all illustrations, photographs, drawings, tables, diagrams, graphs and the like delivered to the Publisher. The Publisher shall exercise all due care of such manuscript, disks, printouts and illustrations but the Publisher shall incur no liability to the Author because of loss of, theft of, or damage to said material while in the Publisher's possession, or because of the Publisher's inability to go forward with publication by reason of such loss, theft, or damage.

**17. DISCONTINUING PUBLICATION.** When, in the sole judgment of the Publisher, demand for the Work no longer warrants its continued availability in any form or media, the Publisher may discontinue the Work and destroy any or all material related to the Work without liability to the Author. In such cases, the Author may request that the Publisher transfer and assign the copyright in the Work to the Author, which request shall not be unreasonably denied. In the event of such transfer and assignment, the Publisher shall have the right to continue to publish and otherwise utilize reasonable portions of the Work in other existing works published by or under the authority of the Publisher without additional payment to the Author, but with appropriate credit to the Author.

**18. ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement and the rights and obligations hereunder may be assigned, in

whole or in part, by the Publisher without the consent of the Author. This Agreement is personal and may not be assigned by the Author, in whole or in part, except with the express prior written approval of the Publisher and except that the Author may assign the Author's right to receive payment under this Agreement upon written notice to the Publisher.

**19. USE OF AUTHOR'S NAME.** The Publisher shall have the right to: (a) designate the Author as the author of the Work, and, if the Author be more than one, in such manner and order as the Publisher may determine in its reasonable judgment; (b) use the Author's name, likeness, professional affiliation, and appropriate biographical material in advertising and promoting the Work; and (c) continue to associate the Author's name with subsequent (including post-mortem) editions and revisions of the Work.

**20. THIRD PARTY COPYRIGHT INFRINGEMENT.** The Publisher may, at its own cost and expense, take such legal action, in its own or in the Author's name, or both, as the Publisher deems appropriate to restrain any infringement of copyright of the Work by a third party or to seek damages therefor, but shall not be liable to the Author for failure to take such action. Notice of the Publisher taking any legal action shall be given to the Author. If the Author promptly elects to join in such action, the expenses and recovery shall be shared equally. If the Publisher proceeds without the Author's participation, any recovery shall be retained solely by the Publisher. If the Publisher does not bring such action, the Author may do so at the Author's own cost and expense and any damages recovered by the Author shall be retained solely by the Author.

**21. FORCE MAJEURE.** This Agreement and the performance hereof shall be subject to delays by reason of force majeure, and the time for such performance shall be extended for a period of time equal to any delay caused by force majeure. As used herein, "force majeure" shall mean and include, without limitation, acts of God, fire, war, earthquake, strike, lockout, labor controversy, civil commotions, riots or insurrections, acts of governmental agencies, order of court, shortages or interruptions of facilities, and any other circumstances beyond the reasonable control of the party whose performance is delayed (but which are not due to the negligence of such party) which may affect the Author or the Publisher or its suppliers or agents.

**22. NOTICES.** All notices as herein provided shall be in writing and delivered by prepaid United States certified or registered mail return receipt requested, or by overnight courier with proof of receipt, to the address of the other party first above written or to such other address as either party may from time to time specify by notice to the other party. In the event notice is provided by certified or registered mail, notice shall be deemed given within two business days after such mail is deposited. Otherwise, notice is deemed given upon receipt as evidenced by proof of receipt.

**23. INDEPENDENT CONTRACTOR; NO AUTHORITY TO BIND.** The Author shall be an independent contractor and shall not be an employee, agent, partner or co-venturer of the Publisher. The Author shall not have the right to, and shall not take any action which would, obligate or bind the Publisher in any manner whatsoever.

**24. TIME OF ESSENCE.** In regard to all provisions of this Agreement, time is of the essence.

**25. WAIVERS.** No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of such party of any such right, power or privilege, nor any single or partial exercise of any right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege, nor shall any waiver constitute a continuing waiver unless expressly provided. All waivers must be in writing and be signed by the party waiving any right, power or privilege hereunder. Further, publication or continued publication or payment by the Publisher following notice or claim of facts which, if true, would constitute a breach hereunder by Author, shall not constitute or imply any waiver by the Publisher of any defenses, rights or remedies of the Publisher.

**25. MULTIPLE AUTHORS.** If there should be more than one person or entity signing this Agreement as Author, then each shall share jointly and severally the obligations and liabilities of all others hereunder; however, the Publisher reserves the right to exercise any or all of its rights against only that person(s) or entity(ies) who does not perform as provided in this Agreement.

**27. SECTION HEADINGS.** The headings for the sections of this Agreement are solely for the convenience of the parties and shall not be of any legal force or effect.

**28. GOVERNING LAW; ENTIRE UNDERSTANDING.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York and the Copyright Law of the United States. This Agreement contains the entire understanding of the parties concerning the subject matter hereof, and shall not be modified except by a written agreement executed by both parties hereto. The Author hereby acknowledges its submission to the jurisdiction of the courts of the State of New York with regard to any claim, action or proceeding arising out of or relating to this Agreement.

**29. CONFIDENTIALITY.** The Editor acknowledges this Agreement as being confidential and as the intellectual property of the Publisher and agrees not to copy or distribute or otherwise divulge the contents to others, without the prior written permission of the Publisher.

**30. SEVERABILITY.** In the event that any provision in this Agreement or in any other instrument referred to herein shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired thereby.

**31. ADDENDUM.** The Addendum clauses are all hereby incorporated into and made a part of this Agreement.



**IN WITNESS WHEREOF**, the Author has hereunto set his hand and the Publisher has caused this Agreement to be executed by a duly authorized officer.

\_\_\_\_\_

\_\_\_\_\_  
Author's Social Security or Tax ID Number

Wolters Kluwer Health, Inc., on behalf of its Lippincott  
Williams & Wilkins division

By \_\_\_\_\_

(Title): \_\_\_\_\_

and

By \_\_\_\_\_

(Title): \_\_\_\_\_

**EXHIBIT A  
SPECIFICATIONS AND SCHEDULE**

This Exhibit applies to the \_\_\_\_\_ edition of the Work, tentatively entitled \_\_\_\_\_, to be published pursuant to the Author/Editor Publishing Agreement between \_\_\_\_\_, hereinafter called the Author/Editor, and the Lippincott Williams & Wilkins division of Wolters Kluwer Health, Inc, hereinafter called the Publisher, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Based upon a length of \_\_\_\_\_ printed book or approximately \_\_\_\_\_ manuscript pages and a trim size of \_\_\_\_\_, the Work shall have the following specifications:

Manuscript Pages \*

\_\_\_\_\_

Number of Illustrations

- \_\_\_\_\_ B/W Photographs
- \_\_\_\_\_ Color Photographs
- \_\_\_\_\_ B/W Line Drawings
- \_\_\_\_\_ 2 Color Line Drawings
- \_\_\_\_\_ 4 Color Line Drawings
- \_\_\_\_\_ Total Illustrations
  
- \_\_\_\_\_ Tables

\* Based on Times New Roman WP or MS Word 12 pt., double spaced, standard margins.

The Work shall be submitted according to the following schedule:

**Manuscript Due to Publisher:**

Chapters/Sections	Due Date

**Ancillaries due to Publisher:**

Description	Due Date

\_\_\_\_\_  
(Author/Editor's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Author/Editor's Signature)

\_\_\_\_\_  
(Date)

Wolters Kluwer Health, Inc., on behalf of its Lippincott Williams & Wilkins division

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The Publisher shall give \_\_\_ copies of the Work to the \_\_\_\_\_, and shall sell the \_\_\_\_\_ such further copies of the Work as the \_\_\_\_\_ desires, at a discount of \_\_\_\_\_ percent (\_\_\_%) off the list price. Copies so furnished to or purchased by the \_\_\_\_\_ may not be resold by the \_\_\_\_\_.”

#### ADDENDUM

Notwithstanding the provisions of Section 8 to the contrary: if an \_\_\_\_\_ actively participated in making editorial revisions to the then current edition of the Work and if the Publisher should deem it appropriate to publish a revised edition to such then current edition, but if the \_\_\_\_\_ should be unable to furnish revisions to such current edition due to a medically certified disability (or if \_\_\_\_\_ should have died), then Publisher shall pay his/her estate **xx** per cent (\_\_\_%) of the amounts otherwise due him/her for the edition of the Work next following the then current edition and **xx** per cent (\_\_\_%) of the amounts otherwise due him/her on the second such revision following the then current edition; no amounts shall be due such individual's estate on the third or any subsequent revisions prepared by Publisher nor shall such individual's estate have any rights with respect thereto. Except as expressly provided for herein to the contrary, all of the provisions of Section 8 shall remain unaltered and in full force and effect.

#### ADDENDUM

Notwithstanding the provisions of Section 8 to the contrary: if an \_\_\_\_\_ actively participated in making editorial revisions to the then current edition of the Work and if the Publisher should deem it appropriate to publish a revised edition to such then current edition, but if the \_\_\_\_\_ should be either unwilling or, in the Publisher's sole determination, unable to supply a revision to such current edition, then Publisher shall pay his/her estate **xx** per cent (\_\_\_%) of the amounts otherwise due him/her for the edition of the Work next following the then current edition and **xx** per cent (\_\_\_%) of the amounts otherwise due him/her on the second such revision following the then current edition; no amounts shall be due such individual's estate on the third or any subsequent revisions prepared by Publisher nor shall such individual's estate have any rights with respect thereto. Except as expressly provided for herein to the contrary, all of the provisions of Section 8 shall remain unaltered and in full force and effect.

## GRANT

Subject to the below conditions, the Publisher agrees to provide the \_\_\_\_\_ a grant in an aggregate amount not to exceed \_\_\_\_\_ (the "Grant"), as follows:

- i) \_\_\_\_\_ upon mutual execution of the Agreement.
- ii) \_\_\_\_\_ upon acceptance by the Publisher of (# of chapters).
- iii) \_\_\_\_\_ upon acceptance by the Publisher of (# of chapters).
- iv) \_\_\_\_\_ upon acceptance by the Publisher of (# of chapters).
- v) \_\_\_\_\_ upon acceptance by the Publisher of (# of chapters).
- vi) \_\_\_\_\_ upon acceptance by the Publisher of the complete and final manuscript of the Work.

The terms of this paragraph will not apply to revised editions of the Work.

In the event that all materials suitable in form and content for publication of the above Work as required by the Agreement are not delivered to the Publisher by the \_\_\_\_\_ on or before the deadlines made applicable by the Agreement, the \_\_\_\_\_ hereby agrees to repay promptly upon demand any portion of the Grant previously paid by Publisher. Should the \_\_\_\_\_ be party to other publishing agreements with Publisher, the \_\_\_\_\_ may request Publisher to accept as repayment any amounts thereafter due \_\_\_\_\_ from Publisher under such other agreements. Publisher's consent to such request may not be unreasonably delayed or denied.

## GRANT

Subject to the below conditions, the Publisher agrees to provide the \_\_\_\_\_ a grant in an aggregate amount not to exceed \_\_\_\_\_ (the "Grant") for use for \_\_\_\_\_ (the "Purpose"). The Grant is payable from time to time in installments, upon submission by the \_\_\_\_\_ to the Publisher of invoices or other reasonably acceptable proof – subject to Publisher's approval – that \_\_\_\_\_ has incurred expenses, equal to the payment requested, for services rendered in furthering the Purpose.

The terms of this paragraph will not apply to revised editions of the Work.

In the event that all materials suitable in form and content for publication of the above Work as required by the Agreement are not delivered to the Publisher by the \_\_\_\_\_ on or before the deadlines made applicable by the Agreement, the \_\_\_\_\_ hereby agrees to repay promptly upon demand any portion of the Grant previously advanced by the Publisher. Should the \_\_\_\_\_ be party to other publishing agreements with Publisher, the \_\_\_\_\_ may request Publisher to accept as repayment any amounts

thereafter due [REDACTED] from Publisher under such other agreements. Publisher's consent to such request may not be unreasonably delayed or denied.

Section 1(d) of the Agreement is hereby amended by the deletion in its entirety of the first sentence of such subsection and its replacement with the following:

"If the Publisher deems an index to be necessary, the index for the Work shall be prepared by the Publisher at its sole cost and expense."

Except as expressly amended by the foregoing, Subsection 1(d) shall remain unaltered and its provisions shall continue in full force and effect.

Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The [REDACTED] shall provide Publisher with a detailed list of all copyrighted material to be used in the Work, including, but not limited to, text, photographs, drawings, illustrations, tables, diagrams, graphs, or any other material, regardless of whether arising from the [REDACTED]'s own use or a contributor's use of such copyrighted material. Publisher shall seek written permission from the copyright owners and pay any required permission fees, pursuant to a Publisher-provided Grant, which may not exceed [REDACTED] in the aggregate. If for any reason, Publisher should not obtain any such written permission, [REDACTED] shall not use or allow use of any such copyrighted material in the Work."

Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The [REDACTED] shall obtain all appropriate written permissions from copyright owners, whether directly or through the contributor(s), for the use of any copyrighted material including, but not limited to, text, photographs, drawings, illustrations, tables, diagrams, graphs, or any other material, regardless of whether arising from the [REDACTED]'s own use

or a contributor's use of such copyrighted material. Such written permissions shall be delivered to the Publisher in acceptable form and content along with the completed manuscript. The Publisher shall pay the copyright owners the fees charged up to a maximum of [REDACTED] and offset the aggregate amount of such fees on a dollar-for-dollar basis against the royalties due [REDACTED] under the Agreement."

Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The [REDACTED] shall obtain all appropriate written permissions from copyright owners, whether directly or through the contributor(s), for the use of any copyrighted material including, but not limited to, text, photographs, drawings, illustrations, tables, diagrams, graphs, or any other material, regardless of whether arising from the [REDACTED]'s own use or a contributor's use of such copyrighted material. Such written permissions shall be delivered to the Publisher in acceptable form and content along with the completed manuscript. The Publisher shall pay the copyright owners the fees charged pursuant to the Publisher-provided Grant, which is subject to a maximum of [REDACTED] in the aggregate."

#### ADDENDUM

This Addendum applies to this and all subsequent editions of the Work, tentatively entitled [REDACTED] pursuant to the [REDACTED] Book Publishing Agreement, dated [REDACTED], between [REDACTED] hereinafter called the [REDACTED], and the Lippincott Williams & Wilkins division of Wolters Kluwer Health, Inc., hereinafter called the Publisher, and as it thereafter may be amended (the "Agreement").

## ADDENDUM

This Addendum applies to this edition only of the Work, tentatively entitled \_\_\_\_\_ pursuant to the \_\_\_\_\_ Book Publishing Agreement, dated \_\_\_\_\_, between \_\_\_\_\_ hereinafter called the \_\_\_\_\_, and the Lippincott Williams & Wilkins division of Wolters Kluwer Health, Inc., hereinafter called the Publisher, and as it thereafter may be amended (the "Agreement").

## ROYALTY RATE

Section 10(a) of the Agreement is hereby deleted and the following substituted for it:

"(a) Unless specified otherwise below, for copies of the Work sold by the Publisher in a print version, a royalty of \_\_\_\_\_ of the Publisher's Net Receipts (for all purposes of this Agreement Net Receipts shall be the amount Publisher actually receives from sales of the Work, less returns, allowances for non-payment, taxes, shipping & handling and reasonable reserves for future returns, if any, (as determined by the Publisher's accounting of computer tabulations of sales and credits)) shall be earned on the first \_\_\_\_\_ copies sold; a royalty of \_\_\_\_\_ of such Net Receipts shall be earned on copies sold in excess of \_\_\_\_\_ but less than \_\_\_\_\_ copies; a royalty of \_\_\_\_\_ of such Net Receipts shall be earned on copies sold in excess of \_\_\_\_\_ but less than \_\_\_\_\_ copies; a royalty of \_\_\_\_\_ of such Net Receipts shall be earned on copies in excess of \_\_\_\_\_, except as otherwise provided in this Agreement. For copies of the Work sold by the Publisher in an Electronic Version, a royalty of ten percent (10%) of the Publisher's Net Receipts shall be earned on all such copies."

## ROYALTY RATE

Section 10(a) of the Agreement is hereby deleted and the following substituted for it:

"(a) Unless specified otherwise below, for copies of the Work sold by the Publisher in a print version, a royalty of \_\_\_\_\_ of the Publisher's Net Receipts (for all purposes of this Agreement Net Receipts shall be the amount Publisher actually receives from sales of the Work, less returns, allowances for non-payment, taxes, shipping & handling and

\_\_\_\_\_  
Author

\_\_\_\_\_  
Author

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Author's Social Security or Tax ID  
Number

\_\_\_\_\_  
Author's Social Security or Tax ID  
Number

Wolters Kluwer Health, Inc., on behalf of its Lippincott Williams & Wilkins division

By: \_\_\_\_\_

(Title): \_\_\_\_\_

and

By: \_\_\_\_\_

(Title): \_\_\_\_\_