

Ichor Magazine
AUTHOR Contract

Memorandum of Agreement

This Agreement made between Broken Arch Publishing, of [...], and its successors and assigns, hereinafter referred to as the PUBLISHER, and [AUTHOR NAME], hereinafter referred to as the AUTHOR.

The parties agree as follows:

1. The Work. This Agreement pertains solely to the AUTHOR's textual work titled "[STORY TITLE]"

2.

(a) Limitations On Scope Of Grant.

(i) This Agreement is not a transfer of the copyright to the Work.

(ii) This Agreement does not permit the PUBLISHER to publish the Work in any revisions of the Magazine in any medium unless explicitly granted by This Agreement.

(b) All rights not expressly granted by the AUTHOR reside exclusively with the AUTHOR. Any rights that may be developed in the future shall reside with the AUTHOR.

3.

(a) Print Rights: The AUTHOR grants first serial print rights in the Work to the PUBLISHER for inclusion in Ichor Magazine (the "Magazine"), for publication in the English language throughout the World on or before [PUBLICATION DATE]. The rights granted under the terms of this paragraph shall be exclusive for a period of six (6) months following the first date of publication under this paragraph and nonexclusive thereafter.

(b) Electronic Rights: The AUTHOR grants [first world electronic rights] to the PUBLISHER to include the Work in the Magazine, for publication in the English language on or before [PUBLICATION DATE]. The rights granted under the terms of this paragraph shall be exclusive for a period of six (6) months following the first date of publication under this paragraph and non-exclusive thereafter. For the avoidance of doubt, the rights granted to the PUBLISHER under this paragraph are rights only to the publication or dissemination of an electronic replica of the Work as it is incorporated in the Magazine in ePub, PDF, and MOBI formats, and not to any other publication, dissemination or use of the Work

4. The AUTHOR agrees not to publish or permit others to publish the Work in the English language throughout the World prior to its initial publication in the Magazine and throughout the exclusivity period granted to the PUBLISHER thereafter without the prior written permission of the PUBLISHER. If the Work is selected for a "best of the year" or an awards

anthology, the PUBLISHER agrees to waive this clause, provided the AUTHOR gives the PUBLISHER prior written notice of the selection by such an anthology.

5.

(a) Payment shall be made by an electronic means agreed to by the AUTHOR. Any fees, charges, or commissions required because of use of electronic means of payment shall be paid by the PUBLISHER.

(b) For the rights granted to the PUBLISHER in 3(a), and 3(b), the AUTHOR will receive a payment in the sum of 1¢ per word, totalling \$[15-25] US dollars. PUBLISHER will send this payment within forty (40) days of the PUBLISHER's receiving the AUTHOR's approval of the final, line-edited manuscript.

6.

(a) If the PUBLISHER fails to publish the Work by [PUBLICATION DATE], all rights granted hereunder shall immediately revert to the AUTHOR. In such event, the AUTHOR shall retain any payments made under this Agreement prior to such reversion.

(b) Should the PUBLISHER wish to extend the publishing deadline by up to 12 months, PUBLISHER shall pay AUTHOR an additional fee equal to 5% percentage of the initial fee.

7. Arising under and terminating with the grant of rights to the Work in this Agreement, the AUTHOR grants PUBLISHER the right to use the AUTHOR's name, image, likeness, and biographical material for all advertising, promotion, and other use of the Work. Upon request, the AUTHOR shall provide the PUBLISHER with a photograph of the AUTHOR and appropriate biographical material for such use. The PUBLISHER shall use only the AUTHOR's name, image, likeness and biographical material provided and approved by the AUTHOR.

8. The AUTHOR warrants that, as of the date of executing this agreement, he or she is the sole AUTHOR of the Work; that he or she is the owner of all the rights granted to the PUBLISHER hereunder and has full power to enter into this agreement and to make the grants herein contained; that the Work is original and any prior publication of the Work in whole or in part has been fully disclosed to the PUBLISHER and that to the best of the AUTHOR's knowledge the Work does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm or corporation.

9. The PUBLISHER will make no alterations to the Work's text or title without the AUTHOR's written approval in e-mail or hardcopy. AUTHOR will be provided with the PUBLISHER's proposed version of the work prior to publication and given sufficient time to review text. The PUBLISHER reserves the right to make minor copyediting changes to conform the style of the text to its customary form and usage.

10. The PUBLISHER agrees to list a proper copyright notice for the Work in the name of the AUTHOR at the end of the Web-published story and, if published in print, on an appropriate copyright page.

11. The AUTHOR will be credited on the table of contents page and at the beginning of the story as "[AUTHOR NAME]"

12. The PUBLISHER shall not make the Work available to any distributor, catalogue, service, or computer program which alters the text of the work or the display of the work, beyond typographic or formatting changes that do not affect the meaning of the work, or facilitate such changes -- including but not limited to removing or changing profanity -- without written permission of the AUTHOR. Should the Work be so listed without the permission of the AUTHOR, the PUBLISHER shall ensure its removal.

13. Successors And Assigns. PUBLISHER may not assign or in any way transfer this contract or the rights granted by it to another person or entity without the written permission of AUTHOR.

14. Amendment. Any amendment to or modification of this Agreement shall be valid only if made in writing and signed by duly authorised officers of both parties.

15. Partial Nullity. In the event that one or more paragraphs of this Agreement is null or unenforceable, the remainder of the paragraphs as such shall remain in force. The paragraphs which are null or unenforceable shall be replaced by valid provisions as close as possible to the intention of the parties.

16. Governing law. This Agreement and all disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

17. Jurisdiction. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

18. The parties acknowledge that each party has read and understood this contract before execution.

The parties acknowledge this agreement starting on [DATE].

Signed by _____ for and on behalf of Broken Arch Publishing

We confirm our agreement to the above.

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Signed by _____ for and on behalf of [AUTHOR NAME]