

Contracts & Permissions

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Specimen Collaboration Agreement

Important note: This document is presented as a draft only of the issues typically addressed in a ghostwriting agreement. It is not intended as legal advice nor is it necessarily sufficient to address the concerns of Author A or Author B in any given situation. Users are encouraged to consult their attorneys for advice and refinement appropriate to their particular concerns and circumstances.

This Collaboration Agreement entered into on [date] by and between:

[name and address of Author A] ("Author A")
and

[name and address of Author B] ("Author B") **[the parties can be described as principal or lead author and co-author or contributor or in any other way that appropriately captures their respective roles]**

provisionally entitled: **[specify]**

on the subject of **[here, briefly describe the topic, tone, and approximate length]** ("Work").

1. Author A and Author B agree to cooperate as joint authors of the Work and to make themselves available at reasonable times and places as may be necessary to complete the Work and secure its publication and other exploitation. However, in order to clarify our respective responsibilities, we agree to the following division of responsibility:

[here list, who will do necessary research, who will prepare the outline and proposal, who will market the Work to agents/publishers, etc.]

2. Author A and Author B contemplate that they will complete the manuscript of the Work by [date]. If they fail to do so, they may by mutual agreement extend the time for completion. In the absence of any such extension, they shall endeavor to fix by negotiation their respective rights in the material theretofore gathered and written, and in the project itself, i.e., whether one or the other of them shall have the right to complete the Work alone or in collaboration with someone else, and on what terms. Their understanding as to these matters shall thereupon be embodied in a settlement agreement. If they are unable to agree, their respective right and the terms pertaining thereto shall be fixed by arbitration and the award in arbitration shall be enforceable in any court of competent jurisdiction. In either event, this agreement shall cease when the rights of the parties have been fixed; and thereafter they shall have only such rights and obligations as will be set forth in the settlement agreement or the arbitration award.

3. The Author A and Author B shall be identified on copies of the Work and promotional materials associated therewith in the following manner: **[specify the order and respective prominence]**.

