

Joint Collaboration Agreement

AGREEMENT made as of the date _____ by and between _____ (hereinafter called “ _____ ”) and _____ (hereinafter called “ _____ ”):

WHEREAS, the parties desire to collaborate on an authorship project tentatively titled “ _____ ” the content of which they agree will be: _____
_____ (hereinafter called the “Work”);

NOW, THEREFORE, in consideration of the premise and of the mutual promises and undertakings herein contained, and for other good and valuable consideration, the receipts of which is hereby acknowledged, the parties agree as follows:

1. The parties agree to make themselves available to each other at times and places mutually agreeable to discuss the Work.

2. The parties agree that _____’s primary responsibilities with respect to the Work shall be: _____
and that _____’s primary responsibilities with respect to the Work shall be: _____
_____.

3. The parties will use their best efforts to complete a manuscript satisfactory to all of them and ready for submission by the date of _____.

4. The parties contemplate the completed manuscript will be approximately _____ pages in length.

5. The parties agree that all of them will be involved in the negotiation of any contract(s) for publication or for any other exploitation of the Work, that all will be listed as authors

on any such contracts and that all will execute any such contracts.

6. The parties intend that their contributions to the Work be merged into inseparable or interdependent parts of a unitary whole, so that the Work shall be a joint work under Section 101 of the Copyright Act of 1976 of which the parties shall be co-authors.

7. The parties hereto shall be co-owners of the copyrights in the Work and all material prepared in connection with the Work and any registration of copyright in the Work shall be in the names of _____ and _____.

8. _____ and _____ shall receive equal credit as authors, _____'s name shall appear first, _____'s name shall appear second, and each name shall appear in type of equal size.

9. All expenses necessary to preparation of the Work and to the negotiation of contracts for exploitation of the Work shall be shared equally by the parties or in such other proportions as the parties may agree upon in a writing signed by all three.

10. All income accruing from any exploitation of the Work including, but not limited to, any contract with a Publisher shall be divided between the parties such that _____ receives _____% and _____ receives _____%, and all contracts relating to exploitation of the Work shall provide for royalty payments according to the aforementioned percentages as well as statements from the payor to each party.

11. The parties agree each will promptly review their own work, each others work and the copyedited manuscript and galleys.

12. If at any time the parties cannot agree on editorial matters relating to the Work, the parties will attempt to negotiate such difference. If they cannot resolve such difference after thirty (30) days, the parties shall appoint a mutually acceptable third party to arbitrate such

editorial dispute and the parties shall agree to abide promptly by the determination of the arbitrator. In the event of termination of this agreement, no party will make use of any of the material prepared in connection with the Work in any stage without the written consent of the others. Should termination of this agreement result in cancellation of any contract pursuant to which any advance was paid, each party shall be responsible for repayment of his/her share of such advance. Should such termination of this agreement result in a breach of contract with a publisher or other licensee of the Work and suit is instituted for such breach, the parties shall share equally the cost of defense and any damages awarded.

13. The parties agree to share equally the author's responsibilities of warranty and indemnity as expressed in any contract for the exploitation of the Work, including reasonable attorney's fees, except that in any instance where any breach is the result of negligence of one of the parties (including, but not limited to, failure to obtain permissions or other unauthorized use of copyrighted material) then such party will be solely responsible for any costs or damages incurred by the Publisher or any licensee of the Work and by the non-responsible party.

14. The parties agree that none will incorporate material based on or derived from the Work in any subsequent work without the consent of the others.

15. Any controversy or claim arising out of or relating to this agreement or any breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association of the City of _____, and any award rendered by said arbitrators shall be treated as a final and non-appealable judgement of any court having jurisdiction thereof. The preceding sentence shall not apply to disputes concerning the editorial content of the Work.

16. If any party should die, become incapacitated, or for any other reason reasonably beyond his/her control be unable to complete such party's responsibilities with respect to

the Work prior to the completion of the Work (the “Non-Participating Party”), the other party (the “Participating Party”) may either:

(a) complete the Work (both text and illustrations) themselves, in which case the Non-Participating Party’s share of the income accruing from the exploitation of the Work shall be proportionate to the amount of the Non-Participating Party’s written contribution to the completed Work (but in no event more than the Non-Participating Party’s percentage as in Section 10), or

(b) retain a third party or parties to complete the Work (both text and illustrations), in which case the reasonable compensation to such fourth party or parties for completing the Work shall be deducted from the Non-Participating Party’s share of the income accruing from the exploitation of the Work, provided further that the Participating Party shall determine what copyright interest, if any, said third party shall receive.

In either case, the Participating Party may make changes in and edit materials previously prepared; the Participating Party may alone negotiate and contract for the publication and other exploitation of the Work and generally act with regard to the Work as though the Participating Party were the sole author; and the Participating Party shall furnish the Non-Participating Party (or that Party’s estate) with a copy of each contract relating to the Work so entered into by the Participating Party.

17. If, after the completion of the Work, any of the parties die, the surviving party shall have the right alone to negotiate and contract for the publication and other exploitation of the Work; make revisions in any subsequent editions and generally act with regard thereto as if they were the sole author, except that the remaining party shall cause the deceased party’s share of the proceeds as provided hereunder to be paid to him/her or to their estate, as the case may be, and shall furnish to him/her or their estate copies of all contracts made by the surviving party pertaining to the Work.

18. This agreement, unless otherwise terminated under the terms hereof, shall continue for the life of any copyright in the Work.

19. This agreement shall enure to the benefit of, and shall be binding upon, the executors, administrators, heirs and assigns of the parties.

20. This agreement constitutes the entire understanding of the parties, may be amended or modified only in writing signed by the parties, and shall be governed by the laws of the state of _____.

In witness whereof, the parties hereunto have set their respective hands and seals as of the day and year first above written.

By _____
