

## Linux New Media Author Contract

This agreement is made the \_\_\_\_ day of the \_\_\_\_\_ month in the year \_\_\_\_\_.  
between

*Name:*

*Address:*

(hereafter referred to as AUTHOR)

and

Linux New Media USA LLC  
4840 Bob Billings Parkway, Suite 104  
Lawrence, KS 66049  
USA

(Linux New Media USA LLC hereafter referred to as LNM)

for an undefined Term.

### 1. Work Description or Article Title

This Agreement covers all works submitted by AUTHOR to LNM.

AUTHOR confirms that these works are written exclusively for LNM.

### 2. Work

AUTHOR may prepare a WORK submitted for publication online or in print. LNM is not required to publish all WORKS submitted by AUTHOR. A particular WORK is considered accepted for publication when its publication is confirmed in writing by LNM or when the WORK is published by LNM.

### 3. Rights

LNM acquires all rights to the WORK, including, but not limited to the rights

- for serial publication
- to edit and modify the WORK
- to include the WORK in anthologies
- to distribute the WORK on CDs, DVDs, websites, or other forms of electronic publication
- for preprints or reprints in print and electronic form

LNM shall have the right to distribute the WORK through all media existing today and through any media developed after the execution of this contract.

LNM may transfer some or all of the above-listed rights to third parties.

### 4. Translations of Work

LNM also purchases the right to itself translate and/or sell to others the right to translate AUTHOR's WORK for publication without further notification to AUTHOR.

## 5. Warranty

AUTHOR guarantees that the WORK is original. AUTHOR guarantees that AUTHOR owns the WORK and that the WORK contains no matter in violation of law and of rights of others.

## 6. Permissions

In the event AUTHOR submits as part of the WORK copyrighted or proprietary materials that are not the original work of AUTHOR, then AUTHOR shall obtain and furnish to LNM written authorization permitting the use of such copyrighted or proprietary materials.

## 7. Payment

The amount and timing of payment is specified in the editorial report issued to AUTHOR after the publication date of each WORK.

AUTHOR will receive as payment in full for the WORK and further described rights via PayPal account

\_\_\_\_\_ the following compensation:

US\$ <u>100</u> per printed page;	EUR _____ per printed page;
US\$ _____ per article;	EUR _____ per article;
US\$ _____ per blog post;	EUR _____ per blog post;
US\$ _____ per online article;	EUR _____ per online article
US\$ _____ per other WORK specified herein:	EUR _____ per other WORK specified herein:

For printed articles, AUTHOR will receive 1 free copy of the print publication wherein the WORK initially appears.

## 8. Relationship of parties

The relationship of AUTHOR to LNM is that of independent contractor. AUTHOR, or his agents or employees, shall not be deemed to be the agent of LNM or its print or online entities. AUTHOR shall not have the right to bind LNM, transact any business in LNM's name, or incur any liability for or on behalf of LNM.

This agreement represents the entire Agreement between the AUTHOR and LNM with respect to the subject matter of this Agreement. It replaces all previous written and verbal agreements.

No action arising out of any claimed breach of this Agreement or transactions under the Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

## 9. Invalidity of provisions

If any provision or term of this Agreement is held to be invalid, void, or unenforceable, the remainder of provisions shall remain in full force and shall in no way be affected, impaired, or invalidated.

## 10. Applicable Law, Jurisdiction

The exclusive legal venue for all differences arising from this Agreement are those responsible based on the registered office of Linux New Media USA, LLC, Lawrence, Kansas, USA.

\_\_\_\_\_  
Signature AUTHOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linux New Media USA, LLC

\_\_\_\_\_  
Date