

mediastudies.press Publishing Agreement

*Note: This contract is adapted from the **Model Publishing Contract for Digital Scholarship**; like the original, the contract carries a **CC0 1.0 Universal public domain license**.*

Section 1. Parties

This publishing agreement ("Agreement"), dated April 30, 2025 ("Effective Date"), is between **mediastudies.press**, organized under the Commonwealth of Pennsylvania with offices at 414 W. Broad St., Bethlehem, PA ("Publisher"), and Yves Winkin.

Section 2. Purpose of Agreement

Author is publishing an English translation of the scholarly work with the title of *D'Erving à Goffman: Une oeuvre performée? (From Erving to Goffman: A work in performance?)* (the "Work"), under license from MkF éditions (France). This Agreement establishes the collaborative relationship between Author and Publisher to publish the Work. The formats and methods of distribution of the Work will be agreed upon by Author and Publisher (including open access and/or paid access), the use of technology, and flexible licensing to enable new means of engagement with the content.

Section 3. Copyright; License to Publish

A. *Copyright Ownership; Registration.* Author own and retains copyright in the translated Work, and Publisher will register the translated Work with the U.S. Copyright Office in the Author's name. Author agrees to provide Publisher with the information necessary to register the translatedWork and to certify the application.

B. *Copyright Notice.* Each copy of the Work distributed by Publisher will include the following copyright notice: © 2025 Yves Winkin.

C. *Grant of Rights.* Author grants to Publisher:

1. a non-exclusive license to use, publish, edit, reproduce, distribute, publicly perform, publicly display, and prepare derivative works based upon the translated Work, in whole or in part, for any purpose associated with this

- Agreement, as limited by the translation licences from MkF éditions;
2. the right to use Author's name, likeness, and biographical information in association with Publisher's activities undertaken in connection with this Agreement, including without limitation in the promotion, advertising, and sales of the translated Work; and
 3. the right to make the translated Work available through appropriate open access formats and forums.

D. *Open Access License*. Except for materials already in the public domain, the translated Work will be published with a Creative Commons license. The Publisher recommends Creative Commons Attribution Non-Commercial 4.0 International (CC BY-NC 4.0), but will defer to Author choice in consultation with Publisher, as specified here (if not CC BY-NC 4.0): [_____]

Section 4: Distribution and Royalties

Publisher may publish the published Work in the following formats pursuant to this Agreement.

- print book (for sale at a price determined by Publisher)
- PDF (open access)
- ePub (open access)
- html (open access)

If the translated Work is to be sold as a paperback, Author will not receive royalties. Any revenue that Publisher generates from the sale of printed editions shall be re-invested in the publication of new works and/or remitted to MkF éditions

Section 5: Publication Schedule

The translated work has already been translated by author with the assistance of Wendy Leeds-Hurwitz, with delivery of the translated manuscript.

Publisher agrees to act in good faith and use reasonable efforts to edit, format, and publish the translated Work in the forms and with the licenses outlined in Section 3, in 2025.

Section 6: Content Not Original to the Author

The Author and Publisher agree to jointly pursue for permissions for copyrighted images, with no guarantee that such permission will be secured.

Section 7: Funding

The Publisher does not charge Book Processing Charges (BPCs) on principle, and all editorial decisions are made strictly on the basis of merit. Author is, however, asked to make a good faith effort to secure institutional or other funds to help defray the cost of publication (which typically costs around \$5,000). Many institutions, and some national funding agencies, have funds set aside to support open access publication.

Section 8: Marketing Efforts of Author and Publisher

Marketing is a joint responsibility, and Author agrees to be a full partner with Publisher in promoting the translated Work. The purpose of marketing is increasing visibility and readership.

Section 9. Publisher Commitments

Subject to the terms and conditions of this Agreement, Publisher commits to:

1. prepare the translated Work for publication, including editing and formatting the Work; however, in the process of editing, Publisher will not make substantive changes in the Work without the approval of Author, which will not be unreasonably withheld or delayed;
2. make the translated Work available as set forth in Sections 3 and 4;
3. follow the schedule and satisfy Publisher's responsibilities outlined in Section 5;
4. if the translated Work is published in print, provide Author with 10 complimentary copies and the option to purchase additional copies at the discounted rate of 75 percent off list price; and
5. use reasonable efforts to collaborate with Author in marketing efforts as described in Section 8.

Section 10. Author Commitments

Author represents and warrants that:

1. nothing in the translated Work is defamatory, infringes anyone's rights--- including without limitation intellectual property, privacy, or contractual rights-- or otherwise violates the law;
2. the facts, conclusions, and opinions stated in the translated Work represent Author's research, conclusions, and opinions, and are substantiated, accurate, valid, and reliable;

3. Author will follow the schedule and satisfy Author's responsibilities outlined in Section 5;
4. the contents of the translated Work are original to Author, except for third-party materials, for which Author will provide appropriate citations and attributions;
5. Author will collaborate with Publisher in marketing efforts intended to raise awareness of the translated Work, as described in Section 8.

Section 11. Third Party Claims

If the translated Work becomes the subject of a third party claim, such as a copyright infringement claim, Publisher and Author shall notify the other immediately and work collaboratively to investigate and attempt to resolve the claim. By way of example, the parties shall make themselves available for information gathering, meetings, and preparation of responses. Author shall assist in the revisions to material requested by Publisher. If Publisher and/or Author carry insurance for such risks, they agree to seek coverage under such policies. In the event of such third party claim, Publisher shall have the unilateral right to terminate further distribution of copies or posting of the Work and to terminate this Agreement.

Section 12. Limitation of Liability

In no event shall either party be liable to the other party for any indirect, special, exemplary, consequential, incidental or punitive damages in association with this Agreement, regardless of the form of action or theory of recovery, including if that party has been advised of the possibility of such damages or losses.

Section 13. Term and Termination

1. *Term.* This Agreement begins on the Effective Date and continues until the earlier of expiration of the copyright, or termination as set forth in this Agreement.
2. *Termination.* Either party may terminate this Agreement in the case of another event that materially affects Author's ability to complete the Work or Publisher's ability to publish the Work, or in the event of a default under the terms of this Agreement that is not cured within 30 days after written notice to the other party specifying such breach. Upon termination of this Agreement, all rights in the translated Work shall revert to Author.

Section 14. Good Faith Business Negotiations

The parties agree that they shall attempt to resolve any disputes, and explore options designed to increase public and scholarly access to the translated Work, through good faith business negotiations.

Section 15. Force Majeure

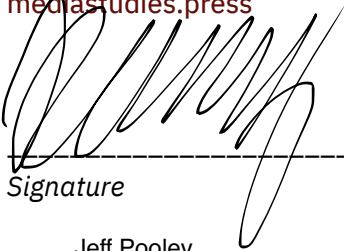
Neither party shall be liable for delay or failure to perform caused in whole or part by circumstances beyond the reasonable control of that party, including without limitation acts of God, acts of nature, fire, flood, war, weather, transportation delays, terrorism, vandalism, data destruction, government action, strikes, lockouts or other serious labor disputes, shortage of or inability to obtain material or equipment, or power failures.

Section 16. General Provisions

This Agreement contains the entire understanding of the parties with respect to the stated subject matter and can be modified only by a signed, written agreement. It shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and the U.S. copyright laws, without regard to conflict-of-law principles. This Agreement is personal and may not be assigned by Author without the prior, written permission of Publisher. If any term is found invalid by a court of competent jurisdiction, such provision shall be enforced to the fullest extent that it is valid and enforceable under applicable law in a manner consistent with the intent of the parties expressed in that section; all other provisions of this Agreement shall remain in full force and effect. Any waiver of any provision of this Agreement must be in writing and signed by the party to be bound.

AGREED AND ACCEPTED:

mediastudies.press



Signature

Jeff Pooley

Printed Name

co-director, mediastudies.press

Title

2025-05-22

Dated

Author



Signature

May 3, 2025

Printed Name

Yves Winkin

Dated