

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 5 August 2021 ("Effective Date"), is between mediastudies.press, organized under the Commonwealth of Pennsylvania with offices at 414 W. Broad St., Bethlehem, PA ("Publisher"), and Larry P. Gross ("Author").

Section 2. Purpose of Agreement

Author are creating the digital scholarly work with the tentative title of *Creativity: Process and Personality: Six Case-Studies of Eminent Psychologists* (the "Work"), which Publisher wants to publish. 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 Work, and Publisher will register the Work with the U.S. Copyright Office in the Author's name. Author agree to provide Publisher with the information necessary to register the Work and to certify the application.

B. *Copyright Notice.* Each copy of the Work distributed by Publisher will include the following copyright notice: © 2021 Larry P. Gross.

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 Work, in whole or in part, for any purpose associated with this Agreement;
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, sales, and licensing of the Work; and
3. the right to make the Work available through appropriate open access formats and forums.

D. *Open Access License.* Except for materials already in the public domain, the 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 Work in the following formats pursuant to this Agreement.

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

If the 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 reinvested in the publication of new works that Publisher accepts for publication.

Section 5: Publication Schedule

The following outlines the milestones and timeframes for completion of the Work and delivery to Publisher, review by peer reviewers or other third parties, revisions by Author, acceptance by Publisher, and dates of publication.

Author agree to deliver the Work to Publisher according to the following schedule:

- Full Draft of Preface manuscript ready for review by October 15, 2021

Publisher agrees to act in good faith and use reasonable efforts to edit, format, and publish the Work in the forms and with the licenses outlined in Section 3 within 6 months of receiving a final, fully revised complete manuscript that has been approved and vetted for publication by Publisher.

Section 6: Content Not Original to the Author

Author will provide a list of all content in the Work not original to Author, except for short quotes which are both properly cited and reasonably included as a fair use. The list will include the metadata details for each item. Author will also specify any Works included as a fair use (which are not short quotes) and Works which are no longer protected by copyright. The labor of seeking permissions from third parties are the Author's responsibility. Publisher may provide the form it requires such third parties to sign and require Author to provide copies of original permissions documentation.

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 are, however, required to make a good faith effort to secure institutional or other funds to help defray the cost of publication (which is typically costs \$5,000). Many institutions, and some national funding agencies, have funds set aside to support open access publication. Publisher will work with Author to provide leads, though Author agree to take primary responsibility for the attempt to secure funding.

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 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 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 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 Work is published in print, provide Author with 3 complimentary copies each 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 represent and warrants that:

1. Author hold all the necessary rights and re authorized to enter into this Agreement, and the Work is not a "work made for hire" (not created within the scope of Author's employment or pursuant to an agreement) or its publication does not require the permission of any other person or entity;
2. nothing in the Work is defamatory, infringes anyone's rights---including without limitation intellectual property, privacy, or contractual rights---or otherwise violates the law;
3. the facts, conclusions, and opinions stated in the Work represent Author's research, conclusions, and opinions, and are substantiated, accurate, valid, and reliable;
4. the Work has not been previously published (unless in the public domain, allowed by license, or otherwise permitted), in whole or in part, and there is no offer or agreement for publication pending except as Author have already informed Publisher;
5. Author will follow the schedule and satisfy Author's responsibilities outlined in Section 5;
6. the contents of the Work are original to Author, except for third-party materials, for which Author will provide appropriate citations and attributions and necessary permissions;
7. Author will attempt to secure grant and/or institutional funding to help defray publication costs, as described in Section 7.
8. Author will collaborate with Publisher in marketing efforts intended to raise awareness of the Work, as described in Section 8.

Section 11. Third Party Claims

If the 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.* Publisher may terminate this Agreement for cause, including if the Author do not meet delivery dates identified in Section 5 and a new schedule is not agreed upon, or if the required permissions are not received. 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 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 Work, through good faith business negotiations.

Section 15. Force Majeure

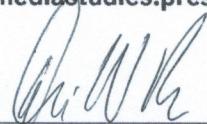
Neither party shall be liable for delay or failure to perform caused in whole or part by circumstances beyond the reasonable control of that party, including without limitation acts of God, acts of nature, fire, flood, war, weather, transportation delays, terrorism, vandalism, data destruction, government 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

David W. Park

Printed Name

Associate Director, mediastudies.press

Title



Dated

Author

Larry Gross

Signature

Larry Gross

Printed Name

08-06-2021

Dated