



1. **THIS PUBLISHING AGREEMENT** is dated: **[Contract date]** and is made between: **PACKT PUBLISHING LTD (the “Publisher”)**, a company incorporated in England under number 04759694 and whose registered office is at **Grosvenor House, 11 St Paul's Square, Birmingham, B3 1RB** and **[Author Name] (the “Author”)**, located at: **[Author Address]** for the **“Work”** provisionally titled: **[Book Title]** and with ISBN: **[ISBN]**. The **“Specification”** of the Work is tentatively described in **Appendix A**.

2. **ASSIGNMENT OF RIGHTS.**

In consideration of the payments mentioned in this Agreement, the Author grants to the Publisher the exclusive right and license to publish, distribute, promote, advertise, sell and otherwise commercially exploit the Work in whole or in part, in all and any media and format now known or hereafter developed in all languages, throughout the world (**the “Territory”**) including all subsidiary rights (as specified in clause 6.2) for the full duration of copyright in the Work, together with the exclusive right to sublicense all or any of the granted rights.

3. **DELIVERY OF THE WORK.**

The Author shall deliver to the Publisher, to a professional standard and in an electronic form acceptable to the Publisher, the **“Preliminary Drafts”** and **“Code in Action”** videos by **[Date]**, and **“Final Drafts”** by **[Date]**, all as detailed in **Appendix A**.

4. **EDITING & ARTISTIC INPUT.**

- 4.1 In return for timely delivery, in accordance with Clause 3, of the Work to an agreed standard, as defined by the Specification, the Publisher will provide services including, but not limited to, editorial support, tools-advice, design and illustration services, professional indexing, copy-editing, proof-reading, typesetting, and promotion/marketing.
- 4.2 On delivery of each part of the Work it shall be edited by the Editor, who shall indicate any necessary corrections. This will be returned to the Author who undertakes to correct the Work. This process will continue as many times as necessary. The Publisher reserves the right having first notified the Author to alter or remove any part of the Work as may be considered objectionable or actionable at law and generally reserves the right to alter, amend, add to or delete any material from the Work in any manner and to any extent that the Publisher considers in good faith to be for the improvement of the Work.
- 4.3 The Publisher shall accept the Work when the material delivered by the Author is considered by the Publisher to conform to the Specification and to the other requirements in this Agreement. Acceptance of contents does not guarantee inclusion in a publication.

5. **ADVANCE & ADDITIONAL PAYMENTS.**

- 5.1 Subject to the satisfactory delivery of the work on-time and in an agreed form, the Publisher will pay the Author an Advance, in advance of and recoupable from all Royalties due under this agreement, in the amount of **[2000 USD]** only. The Advance will be paid in the following installments:
 - a. **[USD 300]** on acceptance of 6 Preliminary Drafts;
 - b. **[USD 300]** on acceptance of all Preliminary Drafts;
 - c. **[USD 500]** on acceptance of all Final Drafts; and
 - d. **[USD 600]** on Publication

5.2 If the Author shall submit the completed Work more than 30 days after the agreed upon deadline for submission of Final Drafts without having agreed this with the Publisher in advance, then the Publisher in its sole discretion may reduce the amount of Advance to that already paid or owed.

5.3 All payments by the Publisher to the Author shall be paid as expressly stated in this Agreement. All issues regarding personal taxation or other forms of deduction that may be applied to such payments are the responsibility of the Author.

6. ROYALTIES.

6.1 The Publisher shall pay to the Author, from sales of copies of the Work in all formats during the Term (“the Term” is the full period of copyright in the Work under the laws in force from time to time throughout the Territory): **16% (sixteen percent) of the Publisher’s Net Receipts** received as detailed in clauses 6.2 and 6.3 and/or allocation of **subscription revenue** as detailed in clause 6.4.

6.2 The Publisher shall (except as otherwise specifically provided) pay to the Author **[16] % ([sixteen] percent) of the Publisher’s Net Receipts from the sale or licensing of the following subsidiary rights in respect of the Work:**

- a. Quotation and extract rights;
- b. Anthology rights;
- c. Digest rights (the right to publish an abridgement of the Work in a single issue of a journal, periodical or newspaper);
- d. Reprographic reproduction rights;
- e. Audio-only undramatised recording rights;
- f. E-book rights;
- g. Translation rights (the right to translate the Work from English into all and any other languages and to publish, distribute, promote, advertise, sell and otherwise commercially exploit such translated versions of the Work);
- h. Sound broadcasting rights (straight readings from the text of the Work by a single voice);
- i. Television reading rights (straight readings from the text of the Work by a single voice or showing illustrations from the Work);
- j. Dramatisation and documentary rights (onstage, film, radio, television or any other medium, including (but not limited to) video, and the showing and performance in public of any such dramatisation or documentary, and the broadcast and transmission of any such dramatisation or documentary by any means including (but not limited to) cable TV, satellite TV and the Internet;
- k. Merchandising rights;
- l. Serialisation rights;
- m. Non—commercial rights for the disabled (the right to convert the Work to, and make the Work available in, an appropriate accessible form for sole use of disabled persons, free of charge) – Free of charge

6.3 **“Publisher’s Net Receipts”** means the actual amount of money received by the Publisher in England in pounds sterling, or after conversion of any foreign currency received into pounds sterling, or credited to the Publisher, net of any Value Added Tax or of any other taxes and net of any bank charges, handling charges, postage and packaging charges and any sums that the Publisher is required by law to deduct.

6.4 Where the publisher receives income in the form of **subscription revenue** and where the author’s title is included within the subscription offer, the allocation of income to the author will be proportional to the title’s usage. Royalties paid to the author on such income is as detailed in clause 6.1.

6.5 Where the Work or part of the Work is exploited in conjunction with any other work or forms part of a larger work, the royalty payable to the Author shall be pro-rated as appropriate.

6.6 Due to the ever-evolving nature of the technology information and publishing industry, it is impossible to contemplate all manifestations of the Work. The Author agrees to accept the Publisher’s reasonable interpretation of the spirit of this Agreement when calculating the royalties due when the Work is published, displayed, or made accessible in forms not specifically addressed in this Agreement.

7. **CONTROL OF PUBLICATION.**

The Publisher shall have the entire control of the manner and terms of publication, distribution and sale of the Work in all languages throughout the Territory.

8. **PERMISSIONS.**

The Author shall at the Author's expense obtain from the copyright owner or owners and deliver to the Publisher written permission to include within the Work any material (including, but not limited to, any third party software or code) the copyright of which is not the Author's own. The Author shall notify the Publisher identifying all such material and the Publisher will assist the Author in obtaining the copyright permission in any reasonable manner.

9. **AUTHOR'S WARRANTIES AND INDEMNITY.**

9.1 The Author warrants to the Publisher that:

- a. The Author will identify all (if any) parts of the Work which are not the Author's sole original work, and with the exception of any such identified parts, the Author is the sole owner of the Rights and has full power to enter into this Agreement;
- b. The Work contains nothing which is obscene, blasphemous or libelous or which would, if published, constitute a breach of contract or be otherwise unlawful or which will infringe the copyright or any other rights of any third party;
- c. All statements in the Work purporting to be facts are true and any recipe, formula or instruction contained in it will not cause any injury to the person, personal rights or property of the user of the Work.; and
- d. The Work will undergo rigorous anti-virus and de-bugging procedures carried out by the Author.

9.2 The Author shall indemnify and keep the Publisher fully indemnified against all losses, damages and costs (including any sums paid to settle any claim) suffered by the Publisher arising out of any breach of any of the above warranties or out of any wrongful act on the part of the Author.

9.3 The warranties and indemnity contained in this Agreement shall survive its termination or expiry.

10. **ACCOUNTS.**

10.1 The Publisher shall make up accounts for the Work quarterly (3 month periods – to 31st March, 30th June, 30th September and 31st December) following publication and such accounts shall be delivered to the Author and settled within three months thereafter, **provided** that no payment need be made in respect of any period in which the sum due is less than £75 in which case the amount shall be carried forward to the next accounting date. If the book is published in the last month of a reporting period, it is excluded for payment but reported, and the balance carried forward to the next period.

10.2 All sums due to the Author under this Agreement (including the Advance and Royalties) shall be paid in Pounds Sterling, U.S. Dollars, or Euros as agreed between the Author and the Publisher. The exchange rate used for conversion on Royalties will be based on the average rates for that quarter, and will be those published by Barclays Bank PLC (UK).

10.3 If any amount receivable by the Publisher in respect of sales of the Work by it or by its licensees shall be payable in a currency other than sterling and the remittance of such amount to the United Kingdom shall be blocked by any governmental or other authority the same shall not be deemed to have been received by the Publisher until unblocked and actually received by the Publisher **PROVIDED THAT** if any such amount or part of such amount is identifiable as being payable to the Author and is held by the Publisher in a bank account, the Publisher shall notify the Author of the amount and particulars and if so requested shall arrange for the same to be paid into a bank account in the Author's

name and under the Author's control in the country concerned.

10.4 Any overpayment made by the Publisher to the Author in respect of the Work may be deducted from any sums subsequently due to the Author from the Publisher under this Agreement or under any other Agreement between the Author and the Publisher.

10.5 It is the responsibility of the Author to set up a bank account in a country that accepts UK payments for the Publisher to use to make any payments due to the Author.

10.6 The Publisher will be responsible for paying UK bank fees for the payments it makes to the Author. Non-UK bank or PayPal fees for payments made by the Publisher to the Author are the sole responsibility of the Author.

11. TERMINATION.

11.1 The Publisher agrees to publish the Work not later than six calendar months from the time the Publisher notifies the Author that it has accepted the completed Work. If the Publisher accepts the Work and fails to publish it within six months, the Author may terminate this Agreement by notice to the Publisher, and all the rights granted to the Publisher in the Agreement pertaining to the Work shall revert to the Author, except for all subsidiary rights already sold or licensed, and the Author may keep any money paid to him under this Agreement. Keeping that money shall be the Author's only remedy for the Publisher's failure to publish the Work. If the Publisher accepts the Work and delays publication because of delays by third parties in the release of the software or hardware product that is the subject of the Work, in the actualization of an event that may substantially improve the Work's chances of success, or in instances of *Force Majeure*, such delays will not be counted toward the six-month period as described.

11.2 "**Force Majeure**" is defined as either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, power failures, labour disputes or damage or destruction of any network facilities or server.

11.3 The Publisher may terminate this Agreement by giving notice to the Author if the Author fails to deliver the Work within the timeframe in specified Clause 3 or any subsequent timetable agreed by the Publisher and/or to a satisfactory standard (including but not limited to the standards specified in clauses 3 and 4), and/or if the Author materially breaches this Agreement and, if the breach is remediable, does not remedy this breach within 30 days of receipt of notice from the Publisher requesting that the breach be remedied.

11.4 If the Publisher terminates this Agreement for any of the reasons specified in clause 11.3, then:

- a. All monies paid by the Publisher to the Author prior to termination shall immediately become repayable to the Publisher;
- b. Once all monies referred to in clause 11.4 (a) have been repaid to the Publisher, then all rights granted by the Author to the Publisher by this Agreement shall, except as otherwise specifically provided in this Agreement, thereupon revert to the Author absolutely; and
- c. The Publisher shall be entitled to arrange for another author to prepare a work for the Publisher on the same subject and to the same Specification as the Work.

11.5 If the Publisher is entitled to terminate this Agreement for any of the reasons specified in clause 11.3, it may in its absolute discretion decide not to do so, but instead to engage another suitably qualified person to complete the Work, in which case the Publisher shall notify the Author of its decision to do so, and then all fees, royalties and any other payments to be made to such other person shall be deducted from the sums otherwise payable to the Author under the terms of this Agreement.

11.6 The Publisher reserves the right to terminate this Agreement at any time, for no fault on the part of the Author, by giving notice of termination referring specifically to this clause, and if it does so in reliance on this clause, then the following shall apply:

- a. All monies paid for works accepted up to the date of termination shall be retained by the Author unreservedly.

- b. The Publisher shall relinquish all rights to the completed or part completed work as detailed in this Agreement, and the Publisher shall have no further liability to the Author whatsoever in respect of the non-publication of the Work, and the Publisher may arrange for another author to write a work on the same subject.

11.7 If this Agreement is terminated under any circumstances, the Author acknowledges that the Specification and the method of presentation, including any templates, Publisher branding, and any cover design produced by the Publisher for the Work remain the intellectual and confidential property of the Publisher and shall not be used by the Author if the Work is self-published by the Author or published by any third party.

12. DEALINGS BY THE AUTHOR.

The Author agrees with the Publisher during the Term not without the Publisher's prior written consent to prepare or authorize the preparation of any work of a nature which is based on the Work or may reasonably be considered to be likely to affect prejudicially the sales of the Work.

13. REVISED EDITIONS OF THE WORK.

13.1 If the Publisher shall, during the Term, consider that a revised edition of the Work is necessary in order to keep it up to date, the Publisher may so notify the Author, and the Author shall edit and revise the Work and shall supply any new material that is required for that purpose and deliver the edited and revised Work to the Publisher within a reasonable period of time, specified by the Publisher, of receipt of the Publisher's notice. Any revised edition shall be the subject of a new contractual agreement.

13.2 If the Author is unwilling or unable to edit and revise the Work in accordance with this clause, or if the Author fails for any reason to do so within the time specified by the Publisher of receipt of the Publisher's notice under this clause, the Publisher may arrange for a competent person to do so and any fees and/or royalties payable to such person shall be deducted from any monies which may become due to the Author under the terms of a new agreement.

14. MARKETING & SUPPORT.

The Author agrees to respond to a reasonable number of email requests from the Publisher for additional information on and amendments to the Work for the purposes of marketing and customer support after the publication of the Work.

15. THE AUTHOR'S USE OF MATERIAL FROM THE WORK.

15.1 **In Other Writings.** The Author shall have the right to quote short excerpts from the Work in his other writings such as a magazine article or course or lecture notes, provided that the excerpts shall not constitute more than 10% of the content of the Work. The Author shall clearly credit the Work as the source of any excerpts that he quotes from the Work. The Author shall also notify the Publisher of any other writings in which he uses excerpts from the Work.

15.2 **Online.** The Author shall have the right to make freely available on his website any material from the Work that the Publisher makes freely available on its website.

15.3 **In courses.** The Author has a non-exclusive, non-transferable right to use any materials derived from the Work, including examples, text excerpts, line art, slides, transparencies, and the cover in lectures and seminars taught directly by the Author or supervised directly by the Author.

16. FREE COPIES & DISCOUNTED COPIES

16.1 The Publisher shall supply to the Author free of charge:

- a. 2 copies of the first edition of the Work published by the Publisher.

- b. 2 copies of any subsequent revised edition of the Work published by the Publisher, unless the Author and the Publisher have signed a separate agreement for the new edition. In the latter case, the Author shall be entitled to the number of copies of the revised edition of the Work that is stated in the new agreement.

16.2 The Publisher agrees to sell additional copies of the Work to the Author on request at a discount of 40% from the Publisher's cover price. The Author shall be entitled to receive royalties on such copies. The cost of such copies shall at the Publisher's option either be deducted from monies owed by the Publisher to the Author or paid within 14 days of the date of the Publisher's invoice to the Author.

17. WHOLE AGREEMENT.

17.1 This Agreement, together with any further documentation (including the Appendix) expressly agreed by both parties to form part of this Agreement, contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter.

17.2 The parties confirm that they have not entered into this Agreement on the basis of any representations not expressly incorporated into this Agreement.

17.3 Nothing in this clause shall operate to exclude liability for any fraudulent statement or act.

18. PROPER LAW & JURISDICTION.

This Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

19. WAIVER.

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right subsequently to enforce all terms and conditions of this Agreement.

20. JOINT & SEVERAL.

Where the Author consists of more than one person, the obligations, warranties, indemnities and rights of all such persons under this Agreement shall be binding upon and granted to all such persons jointly and severally. All payments due to joint Authors under this Agreement shall be made to them in equal shares unless and until all of the Authors shall together instruct the Publisher otherwise in writing.

21. ASSIGNMENT.

The Publisher may freely assign the benefit of this Agreement only after notifying the Author via electronic mail.

22. MORAL RIGHTS.

22.1 The Author asserts the right to be identified as the author of the Work wherever feasible in relation to all such rights as are granted by the Author to the Publisher under the terms and conditions of this Agreement.

22.2 If pursuant to Clause 13 the Author declines, in writing, to contribute to any planned future editions or versions of the Work following notification from the Publisher, the Author irrevocably waives his moral right of integrity in respect of future editions of the Work.

23. INTERPRETATION.

23.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning of this Agreement.

23.2 In this Agreement, unless the context requires otherwise:

- a. words importing any particular gender shall include all of the genders;
- b. words importing the singular number shall include the plural and vice versa;
- c. words and expressions that are defined in the Copyright, Designs and Patents Act 1988 (United Kingdom) shall bear the same meanings when used in this Agreement;
- d. words importing the whole shall be treated as including a reference to any part of the whole; and
- e. references to persons shall include bodies of persons, whether corporate or otherwise.

23.3 References in this Agreement to clauses and appendices are to clauses of and appendices to this Agreement, unless otherwise expressly stated.

23.4 **Data Protection Legislation** means all applicable laws and regulations regarding the processing of Personal Data and privacy in the UK, including the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation, including General Data Protection Regulation 2016.

- a. The following terms used in this document have the same meaning as used in Data Protection Legislation: Data Controller, Data Processor, Data Protection Impact Assessment (DPIA), Data Subject, Data Subject Access Request, Personal Data, Personal Data Breach, Process and Processing.
- b. **Information** means information including Personal Data.
- c. In this Agreement, "Business Day" means a day other than a Saturday, Sunday or public holiday in the United Kingdom and/or in the location where the Author is based.

24. NOTICES.

24.1 Any notice, consent or the like (in this clause referred to generally to as "notice") required or permitted to be given under this Agreement shall not be binding unless in writing and may be given personally or sent to the party to be notified by pre-paid first class post (or by prepaid air mail if one of the parties is located in a different country to the other party) or by electronic mail or facsimile transmission at its address as set out above or as otherwise notified in accordance with this clause. Notice given personally shall be deemed given at the time of its delivery.

24.2 Notice sent by first class post in accordance with this sub-clause shall be deemed given at the commencement of business of the recipient on the second Business Day next following its posting, and notice sent by air mail shall be deemed given at the commencement of business of the recipient on the seventh Business Day next following its posting. Notice sent by electronic mail or facsimile transmission in accordance with this clause shall be deemed given at the time of its actual transmission, provided that the sender does not receive any indication that the electronic mail message or facsimile transmission has not been successfully transmitted to the intended recipient.

25. NAME & LIKENESS.

The Author grants to the Publisher and its licensees, assignees and successors in title the perpetual right in its discretion to use the Author's name, likeness, biography and the product of all of the Author's services under this Agreement, in connection with the advertising, publicizing and exploitation of the Work, provided that use is dignified and consistent with the Author's reputation. However, the Author acknowledges that the Publisher is under no obligation whatsoever to use the Author's name, likeness and/or biography except as otherwise specifically provided in this Agreement.

26. PERSONAL DATA AND DATA PROCESSING.

26.1 **Purpose.** We may need to Process Personal Data about you which could include the following: personal identification and contact details or financial data. We will hold the Personal Data as Data Controller. We will

Process Information for the purposes of providing the Services, prudent record keeping and in order to comply with our legal and regulatory obligations.

26.2 Information. You shall provide us with complete, accurate and up-to-date Information to enable us to provide the Services. You shall inform us of any additional Information of which you become aware that may be relevant to the Services. You warrant that you have all necessary authorisation (including under Data Protection Legislation regarding Personal Data) to supply such Information and that its provision does not infringe the rights of any third party. You shall not be entitled to assume that information provided to us in another context will be taken into account for the purposes of providing the Services.

26.3 Confidentiality Obligations. All our people and sub-contractors are subject to contractual confidentiality obligations in respect of Information relating to our clients. We shall keep all Information created or received in connection with the Services and this Agreement confidential and shall not (without any consent) disclose it to any third part nor use it for purposes other than in connection with providing the Services and efficient administration of our client relationships. This obligation shall not apply to information that is:

- a. Published, or is in the public domain, otherwise than due to a breach of this Agreement;
- b. Lawfully known to us before commencement of the Services;
- c. Lawfully obtained by us from a third party who is free to divulge that information;
- d. Required to be disclosed to our professional advisors, auditors or insurers, including in the event of any litigation or complaint; or
- e. Required to be disclosed by law, the courts or any legal or regulatory authority.

26.4 Information Sharing. Some of your Information may be shared with related parties of Packt Publishing Limited on a confidential basis and subject to the same level of data protection obligations that apply between you and us. Not all sub-contractors are located within the European Economic Area (EEA), Therefore, Information may be transferred outside the EEA. You consent to such transfers, provided that we ensure appropriate safeguards (as required by Data Protection Legislation) are in place before transfer.

26.5 Files. We will be entitled to make and retain copies of any documents or material prepared by us or on our behalf or supplied to us for the purposes of this Agreement, where it is necessary to do so for the purposes we agree with you. Following this, they shall be disposed of in a secure manner.

26.6 Data Security. We have implemented appropriate technical and organisational measures to protect Personal Data and to comply with Data Protection Legislation. Even with such measures in place, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data cannot always be prevented. We will inform you of any Personal Data Breach concerning information you have provided to us without undue delay and in any case within 24 hours of our becoming aware of it, and will assist you with dealing with any Personal Data Breach that is our responsibility.

26.7 Data Subjects' Rights. Upon request, we will provide you with reasonable assistance to help you respond to any Data Subject exercising their rights under Data Protection Legislation. This includes responding to Data Subject Access Requests. If we receive any direct communication from a Data Subject seeking to exercise their rights we will inform you without undue delay.

26.8 DPIAs and Inspections. We will provide all reasonable assistance if you undertake a DPIA and we will provide all evidence reasonably necessary to demonstrate our compliance with Data Protection Legislation. We will allow and contribute to reasonable audits you conduct of our Processing of Personal Data in relation to the Services, including, upon reasonable written notice, allowing inspections by you or a third party on your behalf (subject to them providing confidentially undertakings to our reasonable satisfaction).

26.9 Written Instruction. Where we act solely as a Data Processor we and our people shall do so accordingly to your written instruction. If we believe such instruction infringes Data Protection Legislation or other applicable law, we shall immediately inform you.

27. **NON-EMPLOYMENT.**

This Agreement does not constitute an employment contract, nor does it constitute a partnership between the Author and the Publisher, nor the relationship of principal and agent.

28. **THIRD PARTIES.**

Nothing contained in this Agreement is intended to be enforceable by any person who is not a party to this Agreement.

Signatures of parties

Duly authorized for and on behalf of the **“Publisher”**:

Signature _____

Name _____

Email address _____

Duly authorized for and on behalf of the **“Author”**:

Signature _____

Name _____

Email address _____

Appendix A:

Tentative Specification & Description of the work

The work, tentatively, consists of the outline and the following parts agreed between the Publisher and Author.

Chapter No.	Chapter Title	Preliminary Drafts Delivery Date	Final Drafts Delivery Date
0	Product Information Document	7 Days from the date of signing this agreement	-
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

The above parts are collectively known as the **“Preliminary Drafts”**.

Code in Action (CiA) videos should be submitted along with all **“Preliminary Drafts”** where executable code is included within the body of work. CiA videos should be created using screen recording software and demonstrate that all code included within a **“Preliminary Draft”** Chapter is functional and valid. The video should be recorded in an mp4 format with a minimum resolution of 720x1280.

Submit full manuscript of the Work incorporating technical reviewer and editorial changes on or before **[Date]**.

The above parts are collectively known as the **“Final Drafts”**

Signed for and on behalf of the **“Publisher”**:

Signature

Email address

Signed by or for and on behalf of the **“Author”**:

Signature

Email address