

**UNIVERSITY OF NORTH TEXAS
CONTRIBUTION PUBLICATION AGREEMENT**

This Agreement is entered into this day of , 20 , by and between the University of North Texas, on behalf of the UNT Libraries Scholarly Publishing Services ("Publisher"), and ("Contributor") for the publication of the Contributor's contribution, a/an ("Contribution"), to be included in the volume now entitled ("Work") by ("Editor").

Now, therefore, in consideration of the foregoing and in further consideration of the premises as hereinafter set forth, the following terms and conditions are agreed upon by the parties hereto:

1. **GRANT OF RIGHTS.** As a condition of publication, Contributor grants to Editor the right to print and/or publish, electronically or otherwise; market; license subsidiary rights (as detailed below); and sell (including the right to permit others to publish and sell) the Contribution in the English language throughout the world.
2. **ACCEPTANCE AND APPROVAL.** The parties hereto mutually agree that publication of the Contribution is contingent upon (a) its acceptance for publication by the Editor of the Work and (b) its meeting the Publisher's editorial standards.
3. **COPYRIGHT.** Contributor retains copyright in his or her name for the Contribution and is free to republish the Contribution elsewhere in any form of publication.
4. **WARRANTY.** Contributor warrants that the Contribution is an original work of Contributor; that Contributor possesses the sole and exclusive authority to enter into this Agreement and to provide the warranties and grant the rights as set forth herein; and that the Contribution contains no matter that is libelous or otherwise unlawful or that invades individual privacy or infringes any proprietary right or any statutory copyright.
5. **INDEMNIFICATION AND HOLD HARMLESS.** Contributor agrees to indemnify, defend and hold the Publisher and the University of North Texas ("UNT"), the University of North Texas System ("System"), as well as Publisher's and the System's Board of Regents, officers, employees, agents, students, successors, licensees, and assigns, and any seller of the Contribution or the Work, harmless against any claims, demands, suits, losses, liabilities, and costs, including but not limited to attorneys' fees and amounts paid in settlement, arising out of or connected in any way with the publication or sale of the Contribution or any alleged breach of the terms or conditions of this Agreement by Contributor, including but not limited to any breach of warranty.
6. **PREVIOUS PUBLICATION AND PERMISSION.** Contributor warrants that no agreement to publish the Contribution or any part or version thereof is outstanding. Should the Contribution contain any material that requires written permission for inclusion in the Contribution, such permission shall be obtained at Contributor's own expense from the copyright proprietor and submitted with the Contribution.
7. **PROOF HANDLING.** Contributor will be given an opportunity to read and correct the edited manuscript and/or proofs, but if such corrections are not returned by the date as reasonably required by the Publisher, or in the event that Publisher in its reasonable discretion does not agree with such corrections, production and publication may proceed without the inclusion of such corrections.

- 8. REMUNERATION.** In consideration for entering into this Agreement, Publisher shall publish the Contribution in accordance with the terms and conditions of this Agreement, except as may otherwise be allowed by this Agreement.

It is understood and agreed that Contributor shall not be entitled to and shall not make any claim for any royalties or any remuneration other than as set forth above in regard to the publication of the Contribution.

- 9. SUBSIDIARY RIGHTS.** The Contributor grants to the Editor the right to license, sell, or otherwise dispose of the following rights of the Contribution as part of the Work: publication of a reprint edition of the Work by another publisher; publication of the Work and selections therefrom in anthologies, compilations, and digests; omnibus volumes; microform, duplication, or photocopying; and the right of reproduction and/or storage of a portion of the Work by electronic or other mechanical means and devices.
- 10. ALTERNATIVE DISPUTE RESOLUTION.** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to resolve disputes arising hereunder.
- 11. PUBLIC INFORMATION.** Notwithstanding any provision of this Agreement, Publisher shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contributor shall make public information available to Publisher in an electronic format.
- 12. APPLICABLE LAW**
This agreement shall be governed by and construed in accordance with the laws of the State of Texas. This agreement is entered into in Denton County, Texas and proper venue for any legal proceeding regarding this agreement shall be in state and federal courts of Texas.
- 13. TERMINATION.** The Publisher reserves the right to terminate this Agreement upon written notice to Contributor prior to initial publication of the Contribution and the Work in the event that: (a) any of the contingencies set forth in Section 3 above are not met; (b) Contributor breaches any of the terms and conditions of this Agreement; or (c) the contract for publication of the Work is cancelled for any reason. This right of termination shall be in addition to all other rights allowed to Publisher by law.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day of 20 .

UNIVERSITY OF NORTH TEXAS

By: _____

Date: _____

CONTRIBUTOR

By: _____

Date: _____