Alliance of Independent Authors

Legal and Contracts Advice for Indie Authors



Sample Agreements

Sample Co-authoring agreement

PUBLISHING TEAM

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Alliance of Independent Authors | www.allianceindependentauthors.org

Introduction

While many authors can tell you that good writing is impossible to do by committee, there are also plenty of great reasons to collaborate, or have a co-author (or co-authors) to complement your vision, or add their expertise to the project.

Your co-author could be an expert in a field, the subject of a memoir, or somebody who shares your vision for the book. And while you may begin and end as friends, it is best to protect both of your interests by putting the guidelines of your partnership into writing.

As always, the information discussed in this guide should not be considered legal advice, and is provided as guidance only.

ALLi recommends authors seek legal advice around all contract negotiations,

Co-author Agreement

Co-author name

of
[address]:

Co-author name

of
[address]:

Co-author name

of
[address]:

We, [co-authors names], enter into an agreement to write a full-length book in the [genre] genre: [Working title of the Book].

The following sets forth our mutual understanding of the allocation of publishing rights in [Working title of the Book] and the royalties and other considerations to which each author may be entitled.

The book will be referred to as [Working title of the Book], a working title that may change at a later date.

1. NOT A PARTNERSHIP: This agreement does not constitute a permanent partnership between us. The terms of this Agreement shall be coextensive with the life of [Working title of the Book].

2. COPYRIGHT: The copyright in [Working title of the Book] shall be held in the name of [authors] for the term of the copyright, and for any additional or new copyright which may hereafter be embodied in any copyright law throughout the world.

3. AUTHORSHIP: The authorship of [Working title of the Book] shall be: [name of author or co-author] and such name[s] shall appear on the jacket and title page of [Working title of the Book].

4. EXPENSES: Any expenses incurred in the writing and/or researching and/or publishing of the book shall be fixed in advance, by mutual agreement in writing. No mutual expenses, for which we are all responsible, shall be incurred without mutual agreement.

5. REPAYMENT: All moneys, advances, proceeds and other considerations which may become payable to us from the sale, lease, license or other disposition of any and all rights in and to [Working title of the Book] now existing or which may hereafter come into existence, shall first be used to reimburse any outstanding expenses as per section 3 above.

6. PAYMENT: Remaining funds shall be apportioned between us as follows:

Percent to author:

Percent to author:

Percent to author:

7. LIABILITY: Each party warrants and represents to the other that any material written or provided in connection with [Working title of the Book] is not in any way a violation of a copyright, or common law, or right of privacy, and that it contains nothing of a libelous, obscene, or illegal character.

8. INDEMNITY: Each party agrees to indemnify and hold the other party harmless against any loss or damage arising out of a breach of any warranties or any other incorrectness in any of the representations.

9. DIVISION OF LABOR: It is decided by both parties and agreed upon that the research, writing and publishing tasks shall be allocated as summarized her and outlined in the attached Appendix 1:

RESEARCH [of facts, of imagination, of memory]: Summary of Tasks

Author

Author

Author

WRITING [first draft, second draft, final draft]: Summary of Tasks

Author

Author

Author

PUBLISHING [editorial, design, production, distribution, marketing, promotion, business matters]: Summary of Tasks

Author

Author

Author

9. FAILURE TO CONTRIBUTE/COMPLETE: In the event that any of the authors is unable or unwilling to continue or complete work on [Working title of the Book] to the satisfaction of the other collaborator[s], collaborator[s] may complete work on [Working title of the Book], without their assistance or advice. In that event, relevant clauses of this agreement will be renegotiated and modified to reflect the new apportioning of work.

10. DISAGREEMENT: If we are unable to reach an agreement, to submit these negotiations to binding arbitration. We agree that none of will ever take any action that will harm [Working title of the Book].

11. AGENTS OR OTHER PARTIES: We have employed and hereby designate [Agency] sole and exclusive agent/business manager in connection with this [Working title of the Book]. All payments due or to become due to us in connection with the sale, lease, or license of this [Working title of the Book] shall be made to and in the name of the said agent who is hereby authorized to give receipt for same in our behalf. Said agent shall receive gross commissions on all licenses of ___ percent [__%].

12. SUCCESSION: The terms and conditions of this agreement shall be binding and inure to the benefit of the executors, administrators and successors of each of us.

Signed and agreed to:

Author _____

Author _____

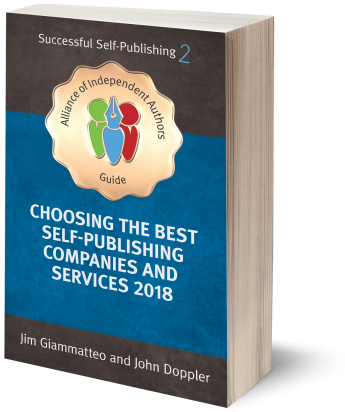
Author _____

ALLi publishes:

Choosing The Best Self-Publishing Companies and Services 2018

The only annually updated guide to the global self-publishing services industry.

The 2018 edition is now available
(FREE to ALLi Members).



AskALLi

The AskALLi Quick & Easy Guides to Self-Publishing address the most common questions our members have about self-publishing.

The Guides are organized across the seven stages of the publishing cycle: editorial, design, production, distribution, marketing, promotion, and licensing rights. There are also guides to running a successful business as an indie author.

For more advice and a daily blog, visit our Self-Publishing Advice Centre at **http://selfpublishingadvice.org/blog/**

Founded by novelist and poet Orna Ross, the Alliance of Independent Authors is a global nonprofit organization offering authoritative advice, experienced guidance, and advocacy within and outside the publishing industry.

Its mission is ethics and excellence in writing and publishing. The Alliance offers a variety of member benefits, including discounts and incentives and collaboration and connection with the best self-publishing authors and advisers in the world.