

# PUBLISHING AND COPYRIGHT AGREEMENT

THIS PUBLISHING AND COPYRIGHT AGREEMENT (the "Agreement") is entered

**BETWEEN:**

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*(the "Author")*

*OF THE FIRST PART*

- and -

Rebecca Rijsdijk

*(the "Publisher")*

*OF THE SECOND PART*

## 1. BACKGROUND

The Author owns the copyright to the following three poems

- 1.
- 2.
- 3.

of Small Press Anthologies titled "Sunday Mornings at the River" (the 'Work'), and wishes to grant Rebecca Rijsdijk permission to reproduce and use the Work in accordance with the terms stated herein;

The Author and the Publisher agree as follows:

## 2. NATURE OF RIGHTS

The Author grants the Publisher the non-exclusive rights to publish, republish, use, reuse, and reproduce the Work in a single anthology.

The Author retains all rights to the Work, and is free to submit the Work elsewhere for publication at any time.

## 3. CREDIT TO AUTHOR

The Publisher agrees to credit the name of the Author as provided in the submission of the Work to the Publisher. The Author agrees not to sue, claim or take other actions against the Publisher or its operators for any errors or inaccuracies in this name.

## 4. USE OF AUTHOR'S INFORMATION

The Publisher agrees not to voluntarily disclose any private, confidential or personal information the Author has provided, without Author's prior consent.

## 5. DURATION OF AGREEMENT

This Agreement shall remain in effect indefinitely.

## 6. PERMITTED FORMATS

This Agreement shall extend ONLY to renderings of the Work in the following format(s):

1. Print (anthology and group exhibitions, exhibitions are for promotional purposes only and the work will not be sold as a print)
2. Webpage or Online Publishing for promotional purposes (Instagram)
3. Radio Excerpts (podcasts etc)
4. Televised Excerpts or Footage (Instagram lives for example).

## 7. MODIFICATIONS TO THE WORK

The Author agrees to allow the Publisher to modify or edit the Work for aesthetic purposes in the anthologies. These changes are limited to:

1. Grammar, syntax, spelling and/or punctuation corrections;
2. American English words will be changed to UK English as we are based in Europe and want the entire anthology to use one language.
3. Line breaks might change if they are wider than the page we print on (5.5x8.5inch)
4. Titles will be Capitalised.
5. Untitled Poems will be called 'Untitled.'

The Publisher will show a proof print to all the authors before printing the work, so possible changes can be discussed prior to printing.

## 8. ROYALTY PAYMENTS

The Author will receive no royalty payments from the Publisher. The Author however, will get a free digital copy of the anthology in which the Author's work is published.

## 9. WARRANTY AND INDEMNIFICATION

The Author affirms that the Work is original, and the Author is the sole author and owner of the copyright. Furthermore, the Author understands that he or she will be fully liable should any copyright infringement be claimed or discovered.

The Author hereby agrees to indemnify the Publisher and any of its operators of any loss, damage, penalties, legal actions, or claims incurred as a result of breaching this Agreement.

## 10. GOVERNING JURISDICTION

This Agreement is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Kingdom of the Netherlands, excluding conflict of law principles that would cause the application of laws of another jurisdiction.

## 11. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the respective successors

and/or assigns of the parties hereto.

## 12. AMENDMENT

Any amendments to this Agreement must be evidenced in writing and signed by both parties.


## 13. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the agreement between the Author and the Publisher. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the Author and the Publisher acknowledge that they have relied upon their own inspection, investigation and judgment in entering into this Agreement.

The Publisher and the Author further warrant that they have the right and power to enter into the Agreement and that they do not have conflicting agreements with any other party.

Signed,

	<hr/> (The Author)
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	 <hr/> Rebecca Rijdsdijk (The Publisher)
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