



## CONTRACT FOR ORIGINAL PUBLICATION

### Summary of Rights

This contract licenses the following rights:

- First English language digital print publication rights
- Audio rights
- Four months exclusivity following publication
- Exclusivity waiver for 'best of' anthologies
- Non-commercial promotional use (reviewer materials, award consideration, 'best of' anthology submission, etc.)
- Promotional use of image and biographical information

Please contact us prior to signing should you have any questions or wish to discuss modifications.

*Version 4 (March 2023)*

### Donation Option

The Escape Artists Foundation is a 501(c)(3) registered US nonprofit (EIN 88-1480693). All donations it receives are eligible for tax deductible status (depending on your personal tax situation).

For more information, please visit <https://escapeartists.net/faq/>

If you would like to donate some or all of the amount you are owed under this contract to the Escape Artists Foundation, you can do so by making a selection below.

**I wish to donate the following:**

- **[Tick box] The full contract amount**
- **[Tick box] Another amount: [VALUE]**



## Defined Terms

"Date"	<b>[DAY] [MONTH] [YEAR]</b>
"Author"	<b>[NAME]</b> , whose address is <b>[ADDRESS]</b> , and their licensees, heirs, assignees and successors
"Publisher"	<b>ESCAPE ARTISTS FOUNDATION</b> , whose address is Post Office Box 83, Woodstock, Georgia 30188, USA, and its licensees, heirs, assigns and successors
"Story"	<b>"[Story Title]"</b> , a <b>[COUNT]</b> word previously unpublished story created and owned by the Author
"Podcast"	<b>[PODCAST]</b> , a serial digital print and audio publication distributed in syndicated podcast form owned by the Publisher
"Episode"	the individual episode or episodes of the Podcast in which the Story is published
"Payment"	<b>USD \$[AMOUNT]</b> , calculated as USD \$0.08 per word
"Byline"	<b>[By-Line]</b>
"Payment Email Address"	<b>[PayPal email address]</b>

This contract is made as of the Date, by and between the Author and the Publisher, concerning the Story and its publication in the Podcast. The Author and the Publisher agree:

### Author's Grant

1. The Author grants permission to include the Story in an Episode of the Podcast for publication in the English language in all countries throughout the world on the terms contained in this Agreement.

### Payment Terms

2. The Publisher shall pay the Author the Payment within sixty (60) days of the Story's initial publication on the Podcast, by electronic funds transfer in United States Dollars. The Author shall supply the Publisher with an appropriate Payment Email Address. Any fees incurred because of the Publisher's choice of electronic payment method will be paid by the Publisher. For the avoidance of doubt, the Publisher does not accept responsibility for any fees the Author may incur to convert the Payment into another currency.



3. The Author certifies and acknowledges they are an independent contractor for all purposes related to the Payment and that the Payment does not equate to a work for hire.
4. The Publisher shall make no tax withholding from the Payment under this Agreement. The Author is not entitled to receive any employment benefits, including without limitation vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment benefits as a result of the Payment.
5. At Publisher's request, the Author shall provide such documents and information as Publisher may reasonably require for the Publisher to comply with reporting requirements of various governmental taxing entities regarding the Payment.
6. Should the Author elect to waive receipt of some or all of the Payment as indicated by the Author on the Agreement front page, (1) such waived amount shall be accounted as a donation by the Author to the Publisher in the amount indicated, and (2) the receipt and sufficiency of the remaining sum, if any, is hereby acknowledged as full and final discharge for the Payment due under this Agreement.

#### Story Rights

7. In exchange for the Payment, the Author grants the Publisher the following rights in regard to the Story. All rights not expressly granted by the Author reside exclusively with the Author.

##### *First Print Publication Rights*

8. The Author grants the Publisher the right to publish the Story in the English language in connection with an Episode of the Podcast before it appears in any other publication or place.

##### *Audio Rights*

9. The Author grants the Publisher worldwide English language nonexclusive non-dramatic audio performance rights to the Story for use in an Episode of the Podcast.
10. The Publisher distributes Episodes under the Creative Commons "Attribution Non-Commercial No-Derivatives" 4.0 International license ("CC License"). The Author and Publisher understand and agree that the CC License applies only to the Podcast audio performance of the Story licensed in this Agreement; that no public license is granted for



any other use of the Author's Story; and that copyright and ownership of the Episode shall vest in the Publisher.

11. The Author also grants to the Publisher the indefinite, nonexclusive right to republish the audio performance of the Story in future audio compilations consisting of material at least 50% of which was previously published by the Publisher with no further compensation due to the Author.

12. The Author understands the Publisher retains the right to offer the Episode containing the Story for sale for as long as they choose across all audio formats and platforms.

*Exclusivity Period*

13. The Author agrees not to publish or permit others to publish the Story in any digital or print form prior to its publication in the Podcast and for a period of four (4) months after the publication of the Episode without the prior written permission of the Publisher.

14. Excluding any previously granted permissions, the Author agrees not to publish or permit others to publish the Story in audio form prior to its publication in the Podcast and for a period of four (4) months after the publication of the Episode without the prior written permission of the Publisher.

*Exclusivity Waiver*

15. If the Story is selected for inclusion in a "best of the year" anthology ("Best of the Year Anthology") and the Author agrees to said offer of publication, the Publisher agrees to waive the Exclusivity Period clause above, provided the Author gives the Publisher prior written notice of such selection.

16. For the avoidance of confusion, both "long list" and "short list" award anthologies, as well as both the Astounding Award anthology and the Hugo Long List anthology, shall qualify as Best of the Year Anthologies subject to this provision. Waiver for additional publications may be granted at the Publisher's absolute discretion upon the Author's request.

*Promotional Material*

17. The Publisher routinely prepares compilations made available to reviewers, annual anthology editors, as submission materials for award consideration, and for other



promotional purposes ("Promotional Material"). Promotional Material is not offered for sale. The Author grants the Publisher the right to include the Story in Promotional Material. Inclusion of the Story within Promotional Material is at the Publisher's sole discretion. The Author further understands that Promotional Material may be published in audio, print, and/or digital form depending on the requirements of the recipient (for example award juries which require hard copy entries).

#### *Archive*

18. The Author grants the Publisher nonexclusive electronic rights to archive the text of the Story online in perpetuity as long as the Publisher maintains the Podcast website.

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#### Editing

20. The Publisher will not alter the Story's text or title without the Author's prior written approval. The Publisher reserves the right to make minor copyediting and/or formatting changes to conform the style of the text to its customary usage.

21. The Publisher shall not make the Story available to any distributor, catalogue, service, or computer program which alters the text of the work or the display of the work, beyond typographic or formatting changes that do not affect the meaning of the work, or facilitate such changes (including but not limited to removing or changing profanity) without written permission of the Author. Should the Story be so listed without the permission of the Author, the Publisher shall ensure its removal.

#### Attribution

22. The Author will be credited in the Episode and on the Episode's webpage. If a Byline is provided, the Publisher will use it instead of the Author's legal name.

#### Publisher's Promotional Use of Image and Biographical Information

23. The Author grants Publisher the right to use the Author's Byline and/or name, image, likeness, and biographical material for all advertising, promotion and other marketing use of the Story. The Author shall provide the Publisher with a photograph and appropriate biographical material for such use.



24. For the avoidance of doubt, a photograph of the Author is not required. The image provided may be an avatar or other image which the Author wishes to use for identification in relation to the Story, subject to the Podcast's approval, such approval not to be unreasonably withheld.

#### Author's Warranties

25. The Author represents and warrants that they are the sole creator and owner of the Story and has full power and authority, unencumbered by the rights of any third party, to enter into this Agreement and to grant the rights set forth herein to Publisher.

26. The Author further warrants that, to the best of their knowledge and as construed under United States federal law:

- a. the Story has not previously been published in whole or in part in any medium;
- b. the Story does not, and, if published, will not, infringe upon any proprietary right at common law, or any statutory, registered or unregistered copyright, or trademark right, or upon any other proprietary or personal right of any natural or legal person;
- c. the Story contains no material that is intentionally unlawfully obscene, libelous, that violates the right of privacy or publicity of any natural person, or is otherwise harmful to any third party so as to subject the Publisher to liability or is otherwise contrary to law; and
- d. the Story is not in the public domain.

#### Author's Indemnity

27. The Author agrees to indemnify the Publisher, along with its subsidiaries, affiliates and any respective agents, officers, directors and employees from any claims, demands, suits, actions, proceedings or prosecutions occasioned to the Publisher in connection with or in consequence of any breach of the warranties ("Claims") including any liabilities, losses, expenses (including reasonable attorneys' fees) or damages finally sustained and which aren't recoverable under the Publisher's insurance.

28. The Author and the Publisher agree to give prompt notice by email to the other of any Claims received by it of which it becomes aware.



#### Reversion of Rights

29. If the Publisher ceases trading or ceases to maintain the Podcast website, all rights granted to the Publisher in this Agreement shall revert automatically to the Author.

30. If the Publisher fails to publish the Story within twenty-four (24) months of the date of this Agreement, all rights granted hereunder shall immediately revert to the Author.

31. If the Author fails to execute this Agreement within sixty (60) days of receipt, the Publisher's offer to purchase the work shall be considered withdrawn. All rights granted hereunder shall immediately revert to the Author and no Payment shall be due.

#### Kill Fee

32. The Publisher may terminate this Agreement in exchange for a kill fee made in accordance with the payment terms above (the "Kill Fee"). The Kill Fee shall be equivalent to 10% of the Payment. For the avoidance of doubt, no Kill Fee shall be payable if the Publisher withdraws an offer of publication in connection with an Author's misrepresentation and/or breach of warranty.

#### Termination for Convenience

33. This Agreement may be terminated without penalty by or Kill Fee with the written consent of both the Publisher and the Author.

#### Disputes

34. This Agreement will be governed by the laws of the State of Georgia. Any dispute between the Author and the Publisher regarding the Agreement that cannot be settled through negotiation shall be referred at first instance to mediation under the Commercial Mediation Rules of the American Arbitration Association.

#### Jurisdiction

35. Regardless of its place of execution, this agreement shall be interpreted under the laws of the United States of America and the State of Georgia.

#### Data Protection

36. The Publisher confirms that they will comply with the General Data Protection Regulation (EU) 2016/679, the relevant implementing legislation, and other applicable data protection laws (collectively, "Data Protection Laws"). Further information



about the processing of Personal Data is set out in our Privacy Notice, which is available on our website at <https://escapeartists.net/about-ea/legal/> or a copy can be provided upon request.

37. The Publisher and the Author acknowledge and agree that for the purposes of this Agreement they each act as a Data Controller in their own right and are independently responsible for compliance with all obligations and duties under applicable Data Protection Laws in respect of any Personal Data which they may process in the performance of their obligations.

#### Miscellaneous Provisions

##### *Complete Agreement*

38. This Agreement constitutes the complete and only Agreement between the Author and the Publisher regarding the Story and supersedes any previous agreements, representations, negotiation or understandings, whether oral or in writing.

##### *Assignment*

39. Neither the Author nor the Publisher may assign, transfer, charge or otherwise deal with any of its rights under this Agreement, nor grant, declare, create or dispose of any right or interest in it, except with the prior written consent of the other.

40. Further, no assignment other than an assignment by operation of law or by Publisher in connection with the sale of all or substantially all of its assets, shall be valid without the provision of notice to the other party. Any purported assignment in violation of this paragraph shall be void.

##### *Notice*

41. Any notice required under this Agreement shall be deemed to have been properly delivered by electronic mail.

##### *Third Party Rights*

42. No other person, firm or corporation who is not a party to this Agreement shall have any rights under this Agreement or any applicable legislation to enforce any term of this Agreement.





*Electronic Signature*

43. By typing their names below, the Author and the Publisher agree to electronic signature of this Agreement, and further consent to be legally bound by its terms and conditions as if the Agreement had been manually signed.
44. The Author further warrants that no certification authority or other third party verification is necessary to validate their electronic signature.

Executed on the date appearing at the first page of this Agreement:

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Author

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Escape Artists Foundation (Publisher)