

PUBLISHING AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2008 between _____ (hereinafter the "Author/Artist"), and the *Journal of Family and Community Ministries* through Baylor University, (hereinafter the "Publisher"). The Publisher desires to obtain the rights to publish an article or creative work written or created by the Author/Artist, tentatively titled _____ (hereinafter called the "Work"), and the Author/Artist desires to grant these rights to the Publisher.

NOW, THEREFORE, the parties agree as follows:

1. **Delivery of the Manuscript or Creative Work**

- a. The Author/Artist shall deliver to the Publisher on or before _____ a double-spaced copy of the manuscript (the manuscript to contain approximately _____ words) or artwork, together with all photographs, drawings, charts, illustrations, appendixes, bibliography, or other supplementary matter. The entire text, including notes and block quotations, is to be double-spaced with 1-inch margins on all four sides.
- b. The Author/Artist shall hold final responsibility for the accuracy of all quotations contained in the manuscript, and will provide if possible photocopies of original pages for all quoted material that contains more than forty words.
- c. The Author/Artist agrees to submit the manuscript electronically and in hard copy.
- d. The manuscript will be subject to editorial revisions as the Publisher shall deem necessary, provided that the editing shall not materially change the meaning or alter the text of the Work without the Author/Artist's written consent. Ordinary copy-editing, including editing to make the Work conform to the Publisher's style of punctuation, capitalization, and like details, shall not be considered as materially changing the manuscript.

2. **Publishing Rights**

The Author/Artist hereby grants to the Publisher for the duration of the copyright to the Work the exclusive rights to the Work, including without limitation all rights to print, publish, sell, and exercise all rights to publish or print the Work worldwide. All rights in the Work, except those expressly granted in this Agreement to the Publisher, are reserved to the Author/Artist. The Author/Artist may reprint the Work if he/she first requests permission to do so from the Publisher, which permission will not be unreasonably withheld. When Publisher grants the Author/Artist the right to reprint the Work, he/she must credit the *Journal of Family and Community Ministries* of Baylor University as the source of the Work's first printing.

3. **Author/Artist's Warranties and Indemnities**

- a. The Author/Artist warrants that (i) he/she is the sole author of the Work; (ii) he/she is the sole owner of all the rights granted to the Publisher; (iii) he/she has not previously assigned, pledged, or otherwise encumbered any rights to the Work; (iv) he/she has full power to enter into this Agreement; (v) the Work, except for the material obtained from others as stated therein, is original, has not been published before, and is not in the public domain; (vi) the Work does not violate any right of privacy; (vii) the Work is not libelous; (viii) the Work does not infringe upon any statutory or common law copyright; and (ix) any recipe, formula, or instruction contained in the Work is not injurious to the user.
- b. In the event that any claim, action, or proceeding shall be initiated against the Publisher based upon an alleged violation of any of the foregoing warranties of the Author/Artist, (i) the Publisher shall have the right to join the Author/Artist as a party and to defend the same through counsel of its own selection; (ii) no settlement shall be effected without the prior written consent of the Author/Artist, which consent shall not be unreasonably withheld; and (iii) for any breach of the warranties outlined in the preceding paragraph, the Author/Artist shall indemnify and save harmless the Publisher for the total amount of the final judgment or settlement of such claim, action, or proceeding (including without limitation all legal costs, attorney's fees, and witness fees).
- c. If any such claim, action, or proceeding is instituted against the Publisher or the Author/Artist, each shall promptly notify the other, who shall fully cooperate in the defense thereof.

d. These warranties and indemnities of the Author/Artist shall survive the termination of this Agreement.

4. Permissions

If copyrighted material, or other material entitled to common law protection, from other sources is included in the Work, the Author/Artist shall at his/her expense obtain from the owners thereof, or their representatives, written permission for the use of such material in the Work, and shall deliver copies of the permissions to the Publisher at the time of submission of the Work.

5. Notices

Any notice to be given hereunder shall be sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses above given. Either party may designate a different address by notice so given. Until further notice all notices shall be sent and addressed as follows:

AUTHOR/ARTIST:

PUBLISHER: **BAYLOR UNIVERSITY**
Attention: Dr. Jon Singletary
ONE BEAR PLACE #97320
WACO, TEXAS 76798-7320

with copy to: **BAYLOR UNIVERSITY**
Office of General Counsel
ONE BEAR PLACE #97034
Waco, Texas 76798-7034

6. Waiver or Modification

The waiver of a breach of any other terms of this Agreement or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect any of the other terms of this Agreement. No waiver or modification of this Agreement shall be valid or binding unless in writing and signed by the parties.

7. Applicable Law

Texas law shall govern this Agreement, and all matters and issues collateral thereto. Venue on any claim arising out of this Agreement is McLennan County, Texas.

8. No Amendments

No amendments or modifications of the terms of this Agreement are permissible unless made in writing and signed by the Author/Artist and the Publisher.

9. Integration

This Agreement embodies the entire agreement and understanding between the Author/Artist and the Publisher and supersedes all other agreements and understandings, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and in the year specified at the beginning of this Agreement.

Author/Artist _____

BAYLOR UNIVERSITY

Elizabeth Davis
Interim Provost

ATTEST:

Marsha J. Duckworth
Assistant Secretary