

## **eAcademicBooks Standard Publishing Agreement**

This Agreement for the publication and distribution of **[Your Book]** (henceforth the “Work”) is made as of the **[Date]**, by and between **eAcademicBooks LLC** (“eAcademicBooks”) (Federal Tax ID: 26-4067930), and **[Authors’s Name]** (the “Author(s)”).

### **A. SCOPE AND DELIVERY OF THE WORK**

The Author(s) grant eAcademicBooks non-exclusive rights to:

- a. Distribute the Work in any format and through any distribution channels.
- b. Collect funds on behalf of the Author(s).
- c. Conduct marketing and promotional activities in connection with the Work.
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- e. Apply digital rights management and other measures as necessary to prevent unauthorized access or copying.
- f. Upon receipt of all final manuscript materials from the Author(s), eAcademicBooks will begin preparing the Work for publication. This process may include cover design, internal layout, digital packaging, and distribution setup. The Author(s) acknowledge that preparation may take up to thirty (30) days from receipt of final materials, although eAcademicBooks will make reasonable efforts to publish sooner.

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- a. The Author(s) shall retain all copyright and intellectual property rights in and to the Work.
- b. The Author(s) grant eAcademicBooks a non-exclusive, worldwide license to use, reproduce, distribute, and sell the Work in accordance with Section 1 (Scope and Delivery of the Work) of this Agreement.
- c. This license includes the right to format, adapt, and package the Work as necessary for distribution, provided that no changes alter the substantive content without the Author(s)’ written consent.

### **C. DISTRIBUTION CHANNELS AND PRICING**

- a. The Author(s) will select the distribution channels and establish the Base Price for the Work. eAcademicBooks will distribute the Work only through the channels opted-in by the Author(s), which may include the eAcademicBooks website(s) and the 3rd party distributors selected by the author, such as:
  - The Apple iBook Store

- Google Play Store(s) [Google Books and Google Play]
- Amazon
- Brick-and-mortar textbook stores (e.g., Follett, Barnes & Noble)

The specific distribution channels available for the Work are subject to change at eAcademicBooks' discretion and in accordance with the policies or actions of 3rd party distributors.

- b. eAcademicBooks will apply any limitations requested by the Author(s), such as restricting printing, restricting copying/pasting, or requiring log-in access, but these features depend on the platform(s) selected and may not be technically enforceable in all cases. eAcademicBooks cannot guarantee prevention of all unauthorized uses (e.g., screenshots) and will not be liable for damages, equitable remedies, or attorneys' fees related to circumvention of such measures.
- c. The Author(s) will establish the Base Price for the book(s).
- d. Pricing Structure
  - eBooks sold via the eAcademicBooks websites will be priced at the Base Price set by the Author(s).
  - For sales via 3rd party electronic marketplaces, the list price will be increased as needed to generate the same royalty amount for the Author(s) as sales through the eAcademicBooks website, after accounting for marketplace fees.
  - For printed versions, the list price will equal the Base Price plus the printing cost per copy and any distributor fees, ensuring equivalent royalties for the Author(s) to eBook sales through the eAcademicBooks site.
- d. Example Pricing Scenarios
  - eBook: If the Base Price is \$30.00 and a marketplace charges 15%, the marketplace price will be \$35.30 to match the royalty of a \$30.00 sale on the eAcademicBooks site.
  - *Print Book*: If the Base Price is \$30.00, printing costs are \$3.00, and distributor fees are 15%, the price will be \$38.83 to cover costs and maintain the Base Price royalty.
- e. eAcademicBooks distributes in over 170 countries via 3rd party distributors. Some markets have higher fees, which may reduce the royalty based on the Base Price. The Author(s) may opt in or out of specific countries.
- f. 3rd party distributors may, at their discretion, reduce the list price of the Work for promotional purposes, which may reduce the royalty amount. eAcademicBooks is not responsible for royalty differences resulting from such promotions.

- g. The Author(s) acknowledge that distribution channels, platform capabilities, and pricing may vary due to market conditions, distributor policies, and technical limitations. The Author(s) agree that eAcademicBooks has discretion to adjust pricing and availability as necessary to implement the agreed royalty structure and maintain compliance with distributor requirements.

#### **D. FUNCTIONALITY AND APPLICATION OF TECHNICAL MEASURES**

- a. eAcademicBooks will apply to the Work any technical limitations requested by the Author(s), such as restricting printing, restricting copying or pasting, and requiring users to log into the site to access the Work.
- b. The availability, effectiveness, and functionality of such limitations depend on the platform(s) over which the Author(s) elect to deploy the Work, and some requested features may not be technically feasible across all distribution channels.
- c. eAcademicBooks cannot guarantee the effectiveness of any limitation or protective measure (for example, users may still capture screenshots or otherwise circumvent restrictions), and makes no representation or warranty that such measures will prevent unauthorized use.
- d. The Author(s) acknowledge that ultimate control over whether such limitations are requested or implemented lies with the Author(s), and that responsibility for determining whether such measures meet any institutional, contractual, or legal requirements rests solely with the Author(s).
- e. eAcademicBooks shall not be liable for any remedies of any kind arising from the circumvention of such measures or from the Author(s)' choice to request, not request, enable, or disable any technical limitation, including but not limited to damages (compensatory or consequential), the cost of equitable remedies, or attorneys' fees.

#### **E. PROFIT DISTRIBUTION**

eAcademicBooks offers three (3) royalty options. eAcademicBooks will pay the Author(s) royalties at the percentage rate that corresponds to the royalty tier selected by the Author(s) and the frequency of updates.

For this Work, royalties will be calculated at **[Royalty Tier]** (see below). Thus, the Author(s) will receive **[Percent based on Royalty Tier]** of profits.

<b>Tier</b>	<b>Royalty</b>	<b>Description</b>
80	80%	Author will deliver press-ready assets required to take the publication to market, including a PDF/A file for the internal part of the book, and a cover spread.

Tier	Royalty	Description
70	70%	Author will deliver manuscript files that require eAcademicBooks to layout the files, assemble the files into a final publication, create the TOC or Index, or create a cover for the book.
60	60%	Author will deliver manuscript files that require eAcademicBooks to create custom graphics, manipulate graphics, layout the chapters, assemble the files into a final publication, create the TOC or Index, or create a cover for the book.

- a. “Profits” means funds generated from each sale minus the cost of printing and the cost paid to third parties, such as marketplaces or credit card processors.
  - i. Sales made on the eAcademicBooks website do not incur marketplace fees; sales on third-party sites (e.g., Google Play, Apple Books) do incur such fees. Per Section 3 (“Distribution Channels”), Author(s) select which distribution channels to use, from the options offered by eAcademicBooks.
  - ii. For print editions, the printing cost will be subtracted from gross sales before calculating profits.
  - iii. **Example:** A book sold on Amazon for \$65 costs \$12 to print; Amazon takes \$10 per book as a fee. At a 70% royalty rate, profits would be 70% of \$43 (\$30.10).
- b. The Author(s) shall notify eAcademicBooks in writing of the allocation of royalties among multiple authors.
- c. At the Author(s)’ request, eAcademicBooks may provide printed desk copies of the Work for academic, instructional, or promotional purposes. Printing and shipping costs for such copies will be deducted from royalties and itemized in royalty statements.
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- e. The Author(s) are solely responsible for complying with all institutional, employer, and governmental disclosure or conflict-of-interest requirements related to the sale of the Work.
- f. eAcademicBooks will maintain a record of royalty payments for tax purposes.

## F. FREQUENCY OF UPDATES

- a. Authors may update the Work one time per year, during the summer months (June, July, August). An update is defined as changing, uploading, or modifying the Work or files associated with the work.
- b. The Author may update the Work up to (4) four times per year, by reducing the royalties paid on the Work by (10) ten percent.
- c. Changing the Work more than (4) four times per year requires a new contract.
- d. Updates or changes requested by the Authors will be implemented 30 (thirty) days after the authors provide notice to eAcademicBooks.

#### **G. PAYMENT FREQUENCY**

- a. eAcademicBooks will pay the Authors 3 (three) times per year. Payments will be issued on March 30, June 30, and October 30, and will arrive at authors' account a reasonable time thereafter.
- b. Payments are based solely on funds actually received and cleared by eAcademicBooks as of the close of the applicable royalty period. In the event of chargebacks, refunds, or other payment reversals, eAcademicBooks may deduct such amounts from current or future royalty payments.
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#### **H. TERMINATION**

- a. This Agreement may be terminated by either the Author(s) or eAcademicBooks by providing the other party with at least thirty (30) days' written notice.
- b. Upon receipt of written notice of termination, eAcademicBooks will remove the Work from all active sales channels within two (2) weeks.
- i. Notwithstanding the foregoing, the Work will remain available to customers who purchased access to the Work prior to termination, but no new sales will be executed.
  - 1. eAcademicBooks will pay the Author(s) any outstanding royalties within one (1) month after the effective termination date.
  - 2. The Author(s) will retain all files and assets they provided prior to this Agreement. Any files, assets, or materials created or produced by eAcademicBooks in connection with the Work shall remain the exclusive property of eAcademicBooks and may not be taken or used by the Author(s).
- c. Sections relating to indemnification, copyright ownership, and royalty payments for pre-termination sales shall survive termination.

#### **I. ORIGINAL MATERIALS AND AUTHOR'S WARRANTY**

The Author(s) warrant that they are the sole owners of all parts of the Work and that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or otherwise unlawful matter. The Work shall contain no material from other copyrighted works without the written consent of the copyright holder, which the Author(s) shall obtain at their own expense.

The Author(s) further represent and warrant that they have complied, and will continue to comply, with all applicable institutional, employer, and governmental policies, including but not limited to conflict-of-interest, disclosure, and royalty-reporting requirements, and acknowledge that responsibility for such compliance rests solely with them as provided in Section L (Indemnification).

The Author(s) will defend, indemnify, and hold harmless eAcademicBooks and its licensees from and against any and all claims, suits, costs, damages, and expenses, including but not limited to compensatory or consequential damages, attorneys' fees, and costs of complying with equitable orders, arising from any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work, or from any infringement or violation by the Work of any copyright, trademark, or other property right.

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## **J. TAX REPORTING AND WITHHOLDING**

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- c. At the beginning of each calendar year, eAcademicBooks will furnish U.S.-based Author(s) with an IRS Form 1099 (or other applicable form) reporting the total monies distributed to the Author(s) during the previous calendar year. Non-U.S. Author(s) will receive equivalent tax reporting forms as required by law.
- d. eAcademicBooks will not provide tax, legal, or financial advice to the Author(s). The Author(s) are encouraged to consult with their own qualified tax or legal advisor to determine their reporting obligations.

## **K. SECURITY OF PERSONAL INFORMATION**

eAcademicBooks shall maintain all paperwork in connection with this in a locked secured box, and all files shall be encrypted. In the event, this information is ever exposed to a party outside of eAcademicBooks, the company will notify the Author(s) within 24 hours of becoming aware of any breach.

## **L. INDEMNIFICATION**

The Author(s) agree to indemnify, defend, and hold harmless eAcademicBooks, its officers, directors, members, managers, employees, contractors, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, reasonable attorneys' fees and costs) arising out of or related to:

- a. the publication, distribution, or sale of the Work;
- b. any actual or alleged breach of the warranties, representations, covenants, or obligations of the Author(s) under this Agreement;
- c. any claim that the Work violates or infringes upon the rights of any third party, including but not limited to copyright, trademark, trade secret, privacy, publicity, or contractual rights;
- d. any failure of the Author(s) to comply with institutional, employer, or governmental policies, including conflict-of-interest and disclosure requirements, it being expressly agreed that the Author(s) are solely responsible for such compliance and that eAcademicBooks shall have no obligation to monitor, verify, or ensure the Author(s)' compliance; and
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The Author(s) shall be solely responsible for satisfying any such claims, demands, or obligations, and eAcademicBooks shall have no duty to mediate, resolve, or pay such matters beyond any amounts it has retained under this Agreement.

## **M. AMENDMENTS AND ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire agreement between the Author(s) and eAcademicBooks regarding the Work. All prior or contemporaneous agreements, discussions, or understandings, whether written or oral, are merged herein and of no further force or effect. Any amendment, modification, or waiver of any provision of this Agreement shall be valid only if made in a written instrument signed by both parties.

#### **N. GOVERNING LAW, BINDING EFFECT, AND ASSIGNMENT**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law principles. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns. References to “Author(s)” or “eAcademicBooks” shall include such respective heirs, legal representatives, successors, and permitted assigns. The Author(s) may not assign or transfer this Agreement, in whole or in part, without the prior written consent of eAcademicBooks, which may be withheld in its sole discretion.

#### **O. DISPUTE RESOLUTION AND VENUE**

Any dispute, claim, or controversy arising out of or relating to this Agreement, its breach, termination, enforcement, interpretation, or validity, shall be subject to the exclusive jurisdiction and venue of the state or federal courts located in Benton County or Tippecanoe County, Indiana. Each party irrevocably consents to the jurisdiction of such courts and waives any objection to venue or the doctrine of forum non conveniens.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date below.

\_\_\_\_\_  
[eAcademicBooks Officer]  
Member eAcademicBooks LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Author 1]  
Author

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Author 2]  
Author

\_\_\_\_\_  
Date