



# Acclaimed Books Limited

Stopford Place, Plymouth PL1 4QT, England  
Registered in England, Company Number 07185373

## Shared Risks, Shared Rewards Publishing Agreement

Agreement made between Acclaimed Books Limited (hereinafter referred to as the 'Publisher') and  
[Author name] (hereinafter referred to as the 'Author'), on [Agreement date].

In accordance with the following terms and conditions, the Author and Publisher jointly agree to the publication of the Author's work [Book title] or such name as may subsequently be agreed in respect of the work (hereinafter referred to as 'the Work') submitted by the Author to the Publisher and described below [insert a short description of the story, genre and length of the Work]:

### General Notices

The intention of this Agreement is to protect the rights and interests of all parties including the Author, the Publisher, Agents and third parties. As the words used in an agreement have legal connotations, it is not always possible to employ what is generally regarded as plain English and so all parties to an agreement may consider it prudent to obtain independent legal advice. The Publisher will be happy to provide clarification of the intent in any part of this Agreement and will consider rewording any clause if there is a consensus that it is unfairly or poorly worded.

This Agreement is a Shared Risk, Shared Rewards Publishing Agreement and as such it differs from conventional publishing agreements in a number of respects. In particular, all the parties to this Agreement, including the Schedules, are exchanging their knowledge, skill and time for a share in the uncertain financial returns from sales of the Work over the term of this Agreement. There is no explicit or implicit requirement or expectation that any of the parties to this Agreement invest financially or incur costs in pursuance of their responsibilities under this Agreement, other than their normal day-to-day operating expenses.

### Grant of Rights

1.0 The Author grants to the Publisher the exclusive rights during the term of this Agreement to publish, make and sell the Work, under its own imprint throughout the world, in all languages.

1.1 The Author grants the further rights to the Publisher to authorize others to make and sell the Work in any medium whether in print, electronic, digital, audio, video or any other format during the term of this Agreement. In particular, the Author grants the right to the Publisher to submit the Work to Amazon.com, Inc.®, the Amazon® group of companies and its worldwide subsidiaries and affiliates including, but not limited to, Kindle Digital Publishing®. The Author grants the further rights to the Publisher to sell the Work through additional distribution channels including, but not limited to libraries throughout the world.

1.2 During the term of this Agreement and any secondary term that may or may not be entered into by mutual agreement, the Author will maintain ownership of Copyright to the Work but the Author grants full rights to the Publisher to exploit and represent the Work for the benefit of the Author, the Publisher and the Publisher's agents or distribution partners.

1.3 The Author grants to the Publisher the right to use the Author's name, biography, photograph or any other details that may assist the Publisher in promoting the Author's work during the term of this Agreement.

1.4 The Author grants to the Publisher the right to give away free of charge copies of the Work in any medium, if the Publisher or the Publisher's agents see fit at their sole discretion, with the aim of increasing the readership of the Work.

1.5 At the cessation of this Agreement, all rights previously granted to the Publisher will revert to the Author.

1.6 All rights not expressly granted to the Publisher including, but not restricted to subsidiary rights shall be wholly reserved by the Author.

*©Amazon, Kindle, Kindle Fire, the Amazon Kindle logo and the Kindle Fire logo are trademarks of Amazon.com, Inc. or its affiliates.*

## **Royalties and Compensation**

2.0 The Publisher shall pay the Author such royalties that are forwarded to the Publisher from the Publisher's sales and distribution partners within thirty days of receipt of such royalties from said partners, excluding deductions as described below. Royalties will usually be paid monthly by means of electronic bank transfer or the PayPal® payment service.

2.1 Withholding Tax shall be deducted at the rate of 20% from the Author's share of all Royalties or Author Compensation and forwarded to the Inland Revenue Department of the United Kingdom using a CT61 Tax form, unless the Author obtains permission from the Inland Revenue to pay royalties without, or with reduced, tax deductions. If the Author resides in a country that participates in a Double Taxation Treaty with the United Kingdom (of which there are currently several), the Author may apply for said permission using a Double Taxation treaty relief form. The Publisher will provide reasonable assistance to the Author but the Publisher does not warrant, imply or promise that the Inland Revenue will agree to any reduction in tax. In the event that withholding tax is deducted from the Author's royalties or other compensation, the Publisher will provide the Author with statement of all tax deducted annually, on request from the Author.

2.2 Any charges incurred or arising from the transfer of royalties to the Author, whether by bank transfer, Paypal®, or any other means, will be deducted from the payments made to the Author.

2.3 This Publishing Agreement is based upon the principle of 'shared risks and shared rewards' between the Author, the Publisher, and various independent agents who will provide the following services in support of the publication process of the Work.

- i) Content Editing (Schedule 1)
- ii) Technical Editing (Schedule 2)
- iii) Proofreading (Schedule 3)
- iv) Cover Design (Schedule 4)
- v) Book Promotion (Schedule 5)
- vi) Publishing (Schedule 6)
- vii) Author (Schedule 7)

2.4 Income from sales resulting from the copyright of the Work, that is to be distributed to the Author, shall be classified as Author royalties. Income from sales that is to be distributed to all other agents with no intellectual property rights in the Work, and total sales income prior to distribution, shall be classified as revenue.

2.5 Schedules will be appended to this Agreement that describe the percentage share of the total revenues from sales of the Work that will be paid to each of the above agents (Schedules 1 - 5), the Author (Schedule 7), and the Publisher (Schedule 6).

2.6 The Publisher will make payments to the Author and each agent, according to the percentage shares set out in the enclosed Schedules, as set out in Clauses 2.0 to 2.5 above.

## **The Manuscript**

3.0 The Author agrees to deliver the entire manuscript of the Work to the Publisher, in English, American or International English language, within 14 days from the date of this Agreement. The Author agrees to deliver the manuscript electronically by email or a mutually agreed file sharing service, saved as a Microsoft Word® 'doc' or 'docx' file.

3.1 The Author agrees to deliver the manuscript of the Work unformatted other than the separation of paragraphs by single line spacing and chapters by double line spacing before chapter headings or numbers.

3.3 The Author agrees to deliver any illustrations or images to be included concurrently with the manuscript file, having first obtained any necessary permissions for any and all copyrighted, licensed or otherwise restricted materials

used or referred to in any part of the manuscript and delivered to the Publisher. Complete, written copies of any and all such permissions must be included concurrently with the delivery of the manuscript. Any and all charges for the use of copyrighted materials must be paid in full and in advance for a minimum period of use of three years from the date of this Agreement, by the Author, prior to delivery and evidence of such payment must be included concurrently with the manuscript delivery.

3.4 The Author agrees that the delivered manuscript will include a title page and the following further pages as required; preface acknowledgments, dedication, biography, table of contents, index, references, illustrations, tables, list of tables, figures, exhibits, charts, diagrams, art work, forms, and photographs.

## **Author's Warranty and Indemnity**

4.0 The Author warrants and represents that the Work is the Author's original creation, that the Author owns all of the rights granted under this Agreement, otherwise that the Author is the authorised licensee of all rights granted under this Agreement, that the Author is not in violation of the rights or copyright of any third party, whether individual or organisation anywhere in the world, in entering into this Agreement with the Publisher.

4.1 The Author warrants that the Work does not infringe any other copyright, trademark, intellectual property rights or other propriety rights, of any third party whether individual or organisation anywhere in the world.

4.2 The Author warrants that the Work does not contain any matter that is libellous, obscene, pornographic, racist, inciting hate or intolerance, or a violation of the private or public rights of any person.

4.3 In the event that the Work contains statements of fact, the Author warrants that they are diligently researched and factual. In the event that the Work contains advice on any matter whatsoever, that the advice is based upon thorough research and that it is always safe and not negligent or defective in any manner.

4.4 The Author shall indemnify, defend, and hold harmless the Publisher, its directors, partners, employees, agents, sales and distribution partners from any and all claims arising from, or based upon, a breach or alleged breach of any of the foregoing warranties and or representations, declarations, obligations or promises made agreed to or made by the Author in this Agreement.

4.4.1 In the event that any claim is made against the Author or Publisher, they shall immediately give notice to the other party and shall not enter into any form of dialogue or correspondence, whether verbal, written or electronic, with the claimant before doing so.

4.4.2 In the event of any claim or notice of a potential claim against the Publisher, the Publisher shall have the right to withdraw the Work from publication and suspend any and all payments due to the Author until such time as the claim is withdrawn or settled by the Author without risk of further claims against the Publisher on the same matter.

4.5 In the event of any claim against the Author in relation to a breach or alleged breach of any of the foregoing warranties, the Author shall, at their own expense, appoint a qualified legal representative, Attorney or Lawyer to conduct their defence and the Author shall seek to recover any and all expenses, costs or losses incurred by the Publisher in relation to the claim.

## **Reporting and Accounting**

5.0 The Publisher will report sales of the Work to the Author on a monthly basis subject to the availability of sales data from the Publisher's sales and distribution partners. Sales will be deemed to have been made upon receipt of sales revenues to the Publisher from the Publisher's sales and distribution partners.

5.1 The Publisher shall maintain complete, timely and accurate records of all sales of the Work, royalties due and royalties paid to the Author. The Publisher shall maintain complete, timely and accurate records of all deductions from gross revenues with respect to the Work that are distributed to agents and the Publisher's account.

5.2 The Author or an authorised third party acting on behalf of the Author will have the right upon written request and giving reasonable notice, to examine and audit all records and books of account maintained by the Publisher which relate to the Work. Any such inspection shall be paid for in full by the Author and the Author will ensure that any such third party is fully aware that all expenses or costs incurred will be settled by the Author.

## **Agreement Initial Term**

6.0 The initial term of this Agreement shall be for three years commencing upon the date of this Agreement.

## **Secondary Term**

7.0 Should the Author and the Publisher both wish to extend this Agreement beyond the initial term, they may do so by attaching an Addendum to this Agreement that will extend any and all warranties, rights and responsibilities, for a renewable period of one year from the cessation of this Agreement and those Schedules that are deemed appropriate by both parties shall be revised and included with the Addendum. The Addendum shall be signed by the Author and the Publisher and shall form part of the entire Agreement from the date it commences to take effect.

## **Termination**

8.0 In the absence of a secondary term, this Agreement shall expire on the date of the third anniversary of this Agreement date unless clauses 8.1 or 8.2 apply. On, or as soon as is practical, and no longer than 30 days from the ordinary termination date of this Agreement, the Publisher will suspend the Work from publication with all sales and distribution partners and all rights to the Work shall revert to the Author. The Publisher will continue to collect remaining revenue for the Work for a period of six months following the suspension from publication of the Work and the Publisher will continue report, distribute agent payments and make royalty payments to the author until the six months period expires.

In the event of early termination as set out in 8.1 and 8.2 below, the Publisher will immediately suspend publication of the Work but the Publisher will continue to account for all revenues related to the Work for a period of six months following suspension. The Publisher shall pay the Author all royalties that are due as permitted by law.

8.1 The Publisher may, at its sole discretion, suspend the Work and terminate this Agreement if Author is found to be in material breach of clause 4.0 or sub-clauses 4.1 to 4.5. In the event of such breach or suspected breach, the Publisher shall contact the Author by email or by writing, requesting confirmation from the Author that any and all breaches have been rectified to the complete satisfaction of any and all injured parties within fourteen days from the date of the above email or written notification. Evidence of the resolution shall be included with the reply from the Author to the Publisher and the Publisher reserves the right to terminate this Agreement if assurances and or evidence given by the Author are determined by the Publisher to be an inadequate resolution of any breach.

8.2 The Author may request early termination of this Agreement if the Publisher fails to make royalty payments to the Author within sixty days of the due date; the Publisher fails to provide the Author with regular reports; the Publisher or the Publisher's agents fail to meet minimum performance targets as set out in the Schedules; the Publisher is declared bankrupt or gives notice of insolvency. In the event of such performance failures by the Publisher, the Author shall contact the Publisher by email or by writing, requesting early termination of this Agreement and the Publisher shall comply with this request by suspending the Title from publication within fourteen days from the date of the above email or written notification.

8.3 The Author hereby accepts that despite suspension of the Work, previously purchased copies may still be held and legally sold by third party sales and distribution partners and/or independent retailers.

## **Revisions**

9.0 If the Author and Publisher agree that a revision is warranted, the provisions of this Agreement, including the calculation and payment of royalties, will apply to each revision of the Work as though the revision were the Work being published for the first time under this Agreement.

## **Editing, Proofreading, Cover Design Promotion**

10.0 The Publisher will project manage various agents as agreed with the Author. The Agents will provide Content and Technical Editing, Proofreading, Cover Design and Book Promotion services.

## **Multiple Authors**

11.0 Whenever the term "Author" refers to more than one person, such persons will be jointly and severally responsible for all duties, obligations, and covenants under this Agreement, unless otherwise specified in writing and signed by all parties, the signatory of this Agreement warrants that they have full authority to enter into this

Agreement on behalf of any and all contributing authors. The Author signatory to this Agreement further agrees to receive the total amount of all royalties earned by the Work and to undertake any distribution of such royalties as may be agreed by all the contributing authors. The Author indemnifies the Publisher against any claims made by other authors for royalties.

## **Author copies and Proofs**

12.0 Upon request from the Author, the Publisher shall provide copies of the Work at 'cost price' (including post and packaging) to the Author at the address shown on this Agreement unless as otherwise notified by the Author. For the avoidance of doubt, 'cost price' shall be the charge made to the Publisher by Createspace® or any Amazon® company through which the Publisher prints and supplies printed copies of the Work. Digital proofs of the Work will be provided free of charge to the Author by the Publisher.

## **Entire Agreement**

13.0 This Agreement including Schedules and any signed Addendums supersedes and replaces all other communications between the Author and Publisher, and represents the complete and entire agreement of the Author and Publisher regarding the Work.

## **Force Majeure**

14.0 The Publisher's obligations under this Agreement shall be extended by a period equal to any period of force majeure that prevents the Publisher from performing such obligations. Force Majeure is any circumstance that is outside the control of the Publisher.

## **Notices**

15.0 Any written notice or delivery under any of the provisions of this Agreement shall be deemed to have been properly made by delivery in person to the Author or the Publisher, or by mailing via traceable mail to the address(es) set forth in the Signature Block below, except as the address(es) may be changed by notice in writing. The Author and Publisher agree to accept service of process by mail at such addresses.

## **Dispute Resolution and Arbitration**

16.0 In the event of a dispute arising under this Agreement that the Publisher and Author are unable to resolve between them, the Publisher and Author will attempt to resolve the dispute through mediation and should that fail, the dispute will then be settled by an arbitrator appointed from the list of members of the Chartered Institute of Arbitrators, 12 Bloomsbury Square, London WC1A 2LP, England. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall determine the distribution of all costs incurred or associated with arbitration process.

## **Relevant law**

17.0 Regardless of the place of its physical execution, this Agreement shall be interpreted, construed, and governed in all respects by the laws of England and will be binding upon the parties hereto, their heirs, successors, assigns, and legal representatives.

## **Waiver and Modification**

18.0 This Agreement may not be modified or altered except by a written instrument (a rider, an amendment, a letter agreement, or some other written document) signed by both parties and attached hereto. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or of any part thereof will be deemed a waiver of any other term or condition of the Agreement or of any later breach of the Agreement or of any part thereof.

## Signature Block

19.0 IN WITNESS WHEREOF, Author and Publisher have executed this Agreement as of the effective 'Agreement' Date.

“AUTHOR”

Full, Real Name

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'Nom de Plume' if used in connection with the Work

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Full Postal Address including country and postal or zip code

---

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Telephone Number (Including international dialling code)

---

E-mail Address (For the serving of Notices and General Communications)

---

### Preferred Payment Method - Select Choice

E-mail Address (For Royalty Payments via PayPal®)

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Bank Account Country (For Bank Transfer Payments)

Payment Currency

SWIFTBIC

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Bank Account Name

\*IBAN or Domestic Account Number

---

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(\*IBAN is required for Euro and certain other payments)

Signature of Author

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“PUBLISHER”

Acclaimed Books Limited  
1 Stopford Place  
Plymouth  
Devon PL 1 4QT  
England

Signed on behalf of the Publisher by Peter Lihou, Managing Director

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## **20.0 Schedules and or Addendums**

### **20.1 Schedule 1 Content Editing**

The Author agrees that an independent Agent will work with the Author to provide a content editing service as described below for the duration of this Agreement.

The Content Editor will read the entire manuscript and make suggestions to the Author where improvements or corrections can be made to enhance the plot, storylines, timing, continuity and portrayal of characters throughout the Work. The Content Editor will not be responsible for factual accuracy or any technical details contained in the Work.

Performance Targets

Maximum number of confirmed continuity errors permitted: 3

NB Any errors reported by the Agent but not accepted by the author and therefore corrected are excluded from this target.

Agreed share of revenue from sales of the Work: 10%

### **20.2 Schedule 2 Technical Editing**

The Author agrees that an independent Agent will work with the Author to provide a technical editing service as described below for the duration of this Agreement.

The Technical Editor will read the entire manuscript and make suggestions to the Author where improvements or corrections can be made to grammar; word use, language flow, spelling, punctuation, line, word and paragraph spacing or formatting.

Performance Targets

Maximum number of confirmed spelling; grammar, punctuation or formatting errors permitted, total: 5

NB Any errors reported by the Agent but not accepted by the author and therefore corrected are excluded from this target

Agreed share of revenue from sales of the Work: 10%

### **20.3 Schedule 3 Proofreading**

The Author agrees that an independent Agent will work with the Author to provide a technical editing service as described below for the duration of this Agreement.

The Proofreader will read the entire manuscript and correction errors in spelling, grammar; word use, language flow, punctuation, line, word and paragraph spacing or formatting.

Performance Targets

Maximum number of confirmed spelling; grammar, punctuation or formatting errors permitted, total: 5

NB Any errors reported by the Agent but not accepted by the author and therefore corrected are excluded from this target

Agreed share of revenue from sales of the Work: 7.5%

### **20.4 Schedule 4 Cover Design**

The Author agrees that an independent Agent will work with the Author to provide a cover design service as described below for the duration of this Agreement.

The Cover Designer will read the entire manuscript and suggest suitable design concepts to be used on the Kindle (ebook) and printed book versions of the Work. The Cover Designer will liaise with the Author and the Publisher until

designs are agreed and will then create Adobe Photoshop® files that are compliant with the cover design templates provided by Createspace® for the printed version and the required format by Amazon Digital Publishing Inc.® for the Kindle® version of the Work. The Cover Designer will only employ such images or marks in the design that are free from copyright restrictions worldwide irrespective of the frequency of use.

Agreed share of revenue from sales of the Work: 7.5%

## **20.5 Schedule 5 Book Promotion and Marketing**

The Author agrees that an independent Agent will work with the Author to provide a book promotion service as described below for the duration of this Agreement.

The Book Promotion Agent, hereinafter referred to as the 'Sales Agent', will read the Work and interview the Author with the aim of discovering information that will assist the Publisher in the construction of a three year marketing plan for the Work. The marketing plan will include the use of social media and networks as well as the creation and distribution of press releases to all relevant media including, but not limited to local and regional newspapers, radio and television stations, book clubs, and bloggers. The Sales Agent will issue no less than five Tweets per week on the Twitter® social network and no less than five posts per week on the Facebook® social network in addition to exploring and, where relevant, posting or sending press releases to all such blogs, forums, or other networks that may have an interest in the content, genre, author, story location, plot, period, characters, or any other aspect of the Work.

The Sales Agent will construct campaigns aimed at accumulating positive reviews of the Work on Amazon®, Goodreads® and similar sites and the Sales Agent will use the promotional tools available on Amazon Digital Publishing ® to increase the readership and word of mouth recommendations for the Work.

The Sales Agent will use his or her reasonable endeavours to promote the Work and exceed the performance targets below.

### **Performance Targets**

Minimum number of worldwide sales achieved in either version of the Work within a period of six months commencing from the publication date: 50.

Minimum number of worldwide sales achieved in either version of the Work within a period of one year commencing from the publication date: 500.

Minimum number of worldwide sales achieved in either version of the Work within a period of two years commencing from the publication date: 1500.

Agreed share of revenue from sales of the Work: 10%

## **20.6 Schedule 6 Publishing**

The Publisher will convert files of the Work provided by the Author and subsequently edited, proofread, and updated, and cover files of the Work approved by the Author, and submit these files to Amazon Digital Publishing ® and Createspace Inc. ® for publication at a recommended selling price to be agreed from time to time with the Author.

The Publisher will pass on to publication, sales and distribution partners all necessary supporting information as is deemed necessary for the publication process. This information may include, but is not limited to the ISBN of the Work, a description, genre, categories, key words, geographical sales areas, language version(s), price etc.

The Publisher will create a three-year marketing plan for the Work and advise the Sales Agent on the completion of tasks or strategic initiatives included in the marketing plan.

The Publisher will provide the Author and all Agents with regular progress reports and monthly payments as are due from the sales revenue received as described in the Agreement and in accordance with the shares described in these Schedules.

The Publisher will issue monthly 'self-billing' invoices to each Agent (not the Author) showing the sales revenue each month and the payment amount due to the Agent.

The Publisher is Acclaimed Books Limited

[Trefusdon](#)  
[Launceston](#)



Cornwall PL15 7ND  
England

Telephone Number (44) ~~01566 786 755~~

E-mail Address info@acclaimedbooks.com

Agreed share of revenue from sales of the Work: 5%

### **20.7 Schedule 7 Author**

The Author is the person who is signatory as such to this Agreement

The Author will supply the Publisher with the manuscript as described in this Agreement and all necessary supporting information requested by the Publisher to enable the publication process to be completed.

Agreed share of revenue from sales of the Work; 50% herein described as 'royalties'.

### **20.8 Addendum(s)**

There are currently no Addendums to this Agreement