



Publishing Agreement

Agreement between the Publisher (Nonprofit Information Network Association, *Nonprofit Quarterly*, with offices at 50 Milk Street, c/o CIC, Boston, MA 02109) and the Author concerning the publication of the Work described in this Agreement.

1. Grant of Rights. The Author grants to the Publisher, its successors, assigns and licensees the following nonexclusive rights to the Work throughout the world, in all languages: (a) the right to publish the Work in a single issue of the collective work *Nonprofit Quarterly* (U.S. version); and (b) the nonexclusive right to make translations, summaries, abstracts, extracts, or other derivative works based on the Work (hereafter "Derivative Works"); and (c) the nonexclusive right to publish the Work, portions of the Work, and Derivative Works in reprints, abstracts, compendiums, collections, compilations, teaching materials, and course packs; and (d) the nonexclusive right to publish the Work, portions of the Work, and Derivative Works in publications (non-U.S. versions), whether or not the publications bear the name of the collective work in which the Work will be published in Section (a) hereof; and (e) the nonexclusive right to publish, reproduce, distribute, download, print, display, and store the Work, portions of the Work, and Derivative Works in electronic form such as Web pages, online publications, CD-ROM, microfiche, e-mail, online databases, DVD, or by any present or future means or method now known or hereafter developed; and (f) the nonexclusive right to license others to do any or all of the above.

2. Publisher's Additional Rights. The Work shall be in form and content acceptable to the Publisher. In the event that the Publisher does not accept the Work, the Author shall be free to publish it elsewhere and both parties shall be released from any obligations hereunder, subject to provisions listed below. The Publisher, solely, shall have the right to determine whether and when to publish the Work. The Publisher shall have the right to edit, revise, and adapt the Work as it deems appropriate in order to prepare the Work for publication. The Publisher shall also have the right, for the term of this Agreement, to use the Author's name and likeness, and to use the Work or excerpts thereof, in connection with publication and promotion of the Work or of the Publisher and its products and publications, and with notice to the Author may license others to use the Author's name and likeness, and to use the Work or excerpts thereof, in connection with the Publisher's and licensees' products and publications.

3. Author's Warranty. The Author warrants and represents that the Work is original and will not infringe any copyright or violate any right of any other person or party or be libelous or otherwise unlawful in any respect. The Author warrants that he/she has not transferred or assigned rights in the Work to any other party and that the Author is the owner of the rights in the Work. The Author shall indemnify and hold the Publisher, its successors, and its assigns harmless from any claim, suit, action, damage, loss, or expense, including attorneys' fees, arising out of any allegation which if true would constitute a breach of any of these warranties or representations.

4. Third-Party Materials. The Author shall identify and disclose to the Publisher any material, text, illustration, photo, name, or likeness of any third party contained in the Work, and the Author shall submit to the Publisher any consent, release, and/or written permission to use, as may be required in connection with the use thereof to enable the Publisher to exercise the rights granted by this Agreement. If mutually agreed between the Publisher and the Author as noted in this Agreement, the Publisher may elect to obtain said permissions on behalf of the Author.

5. Settlement. The Author agrees to provide the Work at \$ ____ [OR] no cost to the Publisher and according to the terms set forth in this Agreement. The parties agree that each shall operate as an independent contractor, and that nothing herein shall create an employer/employee, agent/principal partnership, or joint-venture agreement between the Author and the Publisher.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein, and may not be changed except in writing, signed by both parties.

Author Name:

Working Title:

Description of Work:

Author Address: _____

Author Signature

Date: Month/day/year

Nonprofit Quarterly

Date: Month/day/year