

Berrett-Koehler Publishers, Inc.
235 Montgomery Street - Suite 650
San Francisco, CA 94104-2916 USA

AGREEMENT made this (the Effective Date) between
Berrett-Koehler Publishers, Inc.
235 Montgomery Street - Suite 650
San Francisco, CA 94104-2916 USA

(the Proprietor)

and

(the Publisher)

Proprietor and Publisher agree as follows with respect to the Work entitled:

by

(the Work)

1. GRANT

Proprietor licenses to Publisher the exclusive right to print, publish and sell a full-length language version of the Work ("the Translation") in print form **throughout** ("the Territory") for the term of years from the Effective Date of this Agreement.

2. PUBLICATION

(a) Publisher shall publish the Translation in volume form of the Effective Date of this Agreement. The Translation shall be a complete, faithful language version of the Work. No modifications to the title, subtitle, or text of Proprietor's edition that alter the content of the book shall be made without Proprietor's written consent, and such modification shall never exceed 20% of the overall content of the Work. The Publisher shall offer the Proprietor the opportunity to review the translation of the Work in sufficient time for changes requested by the Proprietor to be made prior to publication of the Translation.

(b) Publisher shall at its own expense obtain all necessary permissions to use any text, photos, graphs, charts or illustrations included in the Work as published in the U.S. to which rights are owned by a third party.

(c) On publication, Publisher shall send Proprietor 6 free copies of the Translation. Proprietor may purchase additional copies at 50% off Publisher's suggested retail price.

3. PAYMENTS

(a) Advance. Publisher shall pay Proprietor a nonrefundable advance against all earnings due hereunder of **US\$** payable

(b) Publisher shall pay to Proprietor the following royalties, based on the retail price (VAT excluded), on all copies of the Translation sold by the Publisher:

(c) All payments due to Proprietor hereunder shall be made in U.S. Dollars, drawn on a U.S. bank, and paid by wire according to the instructions in Section 13.

4. ACCOUNTING

(a) Accounting of Proprietor's earnings hereunder, accompanied by payment of any monies due thereon, shall be rendered semi-annually to Proprietor no later than April 1 of each year with reference to the period ending the preceding December 31. Monies shall be paid following the instructions in Section 13.

(b) Publisher shall pay a late fee of 1.5% of the outstanding balance for every 30 days payment is past due. By accepting any payment or late fee, Proprietor does not waive any other rights or remedies provided for in this Agreement.

(c) Upon request, Publisher shall furnish Proprietor with any information necessary to determine the accuracy of accountings rendered hereunder. Proprietor may examine the records of Publisher relating to the Translation under such conditions as Publisher may reasonably prescribe at Proprietor's expense unless errors in the Proprietor's favor are found, in which event Publisher shall pay the cost of the examination.

(d) Unless exempted by tax treaty with U.S., Publisher may pay a portion of amounts due to Proprietor hereunder to the appropriate tax authorities. Publisher shall provide Proprietor with receipt issued by such authorities for any such tax payment.

5. WARRANTY

Proprietor represents to Publisher that Proprietor has the right to enter this Agreement and that the Work is an original Work and is protected by copyright in the U.S. Publisher releases the Proprietor from any liability for third-party claims, including claims for defamation, libel or invasion of privacy, resulting from the publication of the Translation

6. SUBSIDIARY RIGHTS

Publisher may license in the Territory, subject to Proprietor's prior written approval of each such license, the following subsidiary rights to the Translation. The Publisher's proceeds from such licenses shall be divided as indicated:

	Publisher's Percentage	Proprietor's Percentage
(a) Periodical or newspaper publication prior to publication of the Translation in book form;	50	50
(b) Periodical or newspaper publication following publication of the Translation in book form;	50	50
(c) Book club publication;	50	50
(d) Paperback reprint editions;	50	50
(e) Publication of condensations and abridgments;	50	50
(f) Publication in anthologies and of selections (these rights may be granted without approval).	50	50
(g) Non-dramatic radio and TV readings (these rights may be granted without approval)	50	50

Publisher agrees to promptly supply Proprietor with copies of all sublicenses granted under this Par. 6 (a), (c) and (d). Copies of sublicenses granted under this Par. 6 (b), (e), (f), and (g) shall be made available to the Proprietor only upon written request.

7. COPYRIGHT AND CREDITS

(a) Publisher shall print on all copies of the Translation printed by Publisher:

(1) a U.C.C. copyright notice on the Translation

(2) the copyright notices printed in the first published edition of the Work, a copy of which shall be provided to the Publisher; and

(3) the following credit:

"First published by Berrett-Koehler Publishers, Inc., San Francisco, CA, USA. All Rights Reserved."

Publisher shall require all of its licensees to do the same.

(b) Publisher shall take all other action required to copyright the Translation in the Proprietor's name.

(c) The name of the Author(s) of the Work shall appear prominently on the title page, cover, spine and jacket of every copy of the Translation published by Publisher and authorized for publication by Publisher. No other name may appear on the jacket/cover, title page, or spine of the book without the prior written consent of the Proprietor, and in no event may any additional name or names appear in larger type than the name(s) of the Author(s).

8. TERMINATION

This Agreement will terminate and all rights to the Work licensed to Publisher herein shall automatically revert to Proprietor if and when:

(a) Publisher fails to publish the Translation within the time frame as stated in Section 2 (a);

(b) The Translation is out-of-print and Publisher fails to reissue the Translation under its imprint within 90 days of the date of Proprietor's request for a reversion or rights; or

(c) Publisher becomes insolvent, bankrupt or otherwise unable to meet its obligations; or

(d) Publisher breaches any provision of this Agreement and fails to correct such breach within 30 days of the date of Proprietor's notice of breach.

(e) This Agreement has expired according to the term in Section 1, unless an extension of this Agreement is renegotiated and mutually agreed to in writing by both parties hereto.

9. ADVERTISEMENTS

No advertisements, other than advertisements for other publications of Publisher or for products and services of any company owned substantially by Proprietor, shall be included in any editions of the Translation published or authorized for publication by Publisher.

The Publisher may use a piece/chapter of the Work on the internet for promotional purposes only, provided that such promotional selection may not exceed 20% of the overall content of the Work.

10. RIGHTS RESERVED

All rights to the Work not specifically granted to Publisher herein are reserved by Proprietor. Publisher agrees that Proprietor may authorize the use of up to 10,000 words from the Translation for purposes of advertising any motion picture, television or live-stage dramatic adaptation of the Work without obligation to Publisher.

11. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Proprietor and Publisher.

Publisher may not make any assignments of its interests in this Agreement without the prior written approval of Proprietor.

Proprietor may assign its interests in this Agreement at any time without Publisher's consent.

12. GOVERNING LAW; VENUE

California law shall govern interpretation of this Agreement and all rights and liabilities arising hereunder. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in either the Northern District of California (federal) or the County of San Francisco (state)

13. PAYMENT INSTRUCTIONS

All statements and monies due under this Agreement shall be rendered and paid in U.S. dollars (US\$) to:

The monies shall be wired in U.S. Dollars to the account number above, and the wire shall be annotated with the name of the Author and the Title of the Work.

A duplicate copy of the remittance advice shall be sent to:

**Berrett-Koehler Publishers, Inc.
235 Montgomery Street - Suite 650
San Francisco, CA 94104-2916 USA**

14. SIGNATURE

This Agreement shall not be valid unless, within 30 days of the Effective Date set forth above, it is signed by both parties within 30 days of the date first set forth and unless the Proprietor has received the advance due on signature pursuant to Section 3.

15. ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties with reference to the Work and the Translation. No modification shall be valid unless in writing and signed by both parties. No waiver of any breach shall be deemed a waiver of any subsequent breach.

ACCEPTED BY PROPRIETOR:

By _____
Berrett-Koehler Publishers, Inc., PROPRIETOR

ACCEPTED BY PUBLISHER:

By _____
, PUBLISHER