

# Appendix B: Sample Enhanced E-Book Video Agreement

The Publisher and Author agree as follows:

Date:

Between the Publisher	And the Author
<b>Berrett-Koehler Publishers, Inc.</b> David Marshall Vice President Editorial and Digital 235 Montgomery Street, Suite 650 San Francisco, California 94104 Phone: 415-743-3085 dmarshall@bkpub.com Website: <a href="http://www.bkconnection.com">www.bkconnection.com</a>	

For the Project referred to as \_\_\_\_\_, **Enhanced Edition.**

## 1. PROJECT OVERVIEW

### A) *The Project*

The Project that is the subject of this agreement shall consist of the following work and components:

Berrett-Koehler Publishers [The Publisher] wishes to license, on a non-exclusive basis, the video rights to [NUMBER OF] video, audio, or animated components from \_\_\_\_\_ [the Author] for use in an enhanced e-book and for general marketing of the enhanced e-book, which is based on the book content per the \_\_\_\_\_ Publishing Agreement signed by the Author and Publisher on \_\_\_\_\_ date.

The Components [The Components]

1. Video One, lasting \_\_\_\_ minutes
2. Video Two, lasting \_\_\_\_ minutes
3. Etc.

Total time: \_\_\_\_\_

More information about the Components is set forth in Schedule A.

## 2. COMPENSATION

### A) *Project Costs*

The Publisher's fixed price contribution to the Project will be USD \$1,000.00

No change shall be made in the Author's compensation for the duration of this Agreement unless authorized in writing by the Publisher.

### B) *Payment Schedule*

Publisher shall pay \$1,000.00 to Author within 30 days of the execution of this agreement.

C) *Revisions and Additions*

Any revisions or additions to the services as described in this Agreement shall be treated as a new project with additional compensation to the Author to be negotiated by both parties.

3. PUBLISHER'S OBLIGATIONS

A) *Publisher's Representative*

The Publisher shall appoint specific Representatives with full authority to provide or obtain any necessary information and approvals that may be required by the Author. The Publisher's Representatives shall be responsible for coordination of briefing, review, and the decision-making process with respect to the Publisher. Emails sent from the Publisher's Representatives to the Author giving approval or authorizing work will be considered binding legal contracts under these agreements. The Publisher's Representative is David Marshall, Vice President Editorial and Digital.

B) *Liability of Author*

The Publisher shall embed the components in an ePub file to be sold as an enhanced e-book through various distribution channels. The publisher will not include components in any other digital products without prior written permission from the Author.

The Publisher shall indemnify, defend, and hold the Author harmless from and against any claim, suit, damages and expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided by the Publisher.

4. AUTHOR'S OBLIGATIONS

A) *Author's Representative*

The Author shall appoint specific Representatives with full authority to provide or obtain any necessary information and approvals that may be required by the Author. The Author's Representatives shall be responsible for coordination of briefing, review, and the decision-making process with respect to the Publisher. Emails sent from the Publisher's Representatives to the Author giving approval or authorizing work will be considered binding legal contracts under these agreements. The Author's Representative is \_\_\_\_\_.

B) *Liability of Publisher*

The Author warrants and represents the content used in the Components are 1) of original creation for which the Author owns all rights, or 2) the Author has full power and authority to the copyright to such content through valid licenses, 3) that the Course will not infringe any other person's copyrights or rights of literary property, and 4) that the Course will not violate any privacy rights or contain any libelous or unlawful matter.

The Author indemnify, defend, and hold the Publisher harmless from and against any claim, suit, damages and expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided by the Author or created by the Author.

5. RIGHTS AND OWNERSHIP

A) *Rights*

The Author grants to the Publisher non-exclusive worldwide reproduction rights of the Components for use in a media-rich enhanced e-book application and for general marketing purposes.

B) *Ownership*

Author either owns the Components or has licensed the Components for use in this Project.

6. MISCELLANEOUS

A) *Credits*

The respective video production parties shall be credited in the copyright page of the enhanced e-book. More details are provided in Schedule A.

B) *Applicable Law*

This Agreement shall be governed by the Laws of California.

C) *Assignment*

Neither the Publisher nor the Author may assign or transfer their interest in this Agreement without the written consent of the other.

D) *Entire Agreement*

This Agreement represents the entire agreement between the Publisher and the Author and may be changed or modified only in writing.

E) *Representations*

The Publisher represents that it has full power and authority to enter into this Agreement and that it is binding upon the Publisher and enforceable in accordance with its terms.

The Author represents that it has full power and authority to enter into this Agreement and that it is binding upon the Author and enforceable in accordance with its terms.

7. SIGNATURES

This Agreement is entered into between the Publisher and the Author as of the day and date indicated:

Accepted by \_\_\_\_\_:

\_\_\_\_\_  
**Author's Name**

Author's Address

\_\_\_\_\_  
**Date**

**Accepted by Berrett-Koehler Publishers, Inc.:**

\_\_\_\_\_  
David Marshall

Vice President, Editorial and Digital

Berrett-Koehler Publishers

235 Montgomery Street, Suite 650, San Francisco, CA 94104

\_\_\_\_\_  
Date