

ANTHOLOGY PUBLICATION AGREEMENT*

NCPA Animal Story Anthology 2019 Publication Agreement
14 July 2019

Terms:

Author acknowledges the following:

- Author represents that the Work is a product of his or her own hand and owns all rights to the Work submitted.
- For Works submitted to the anthology project, Author grants a license to Publisher to publish, print, sell, distribute, publicize, and market his or her Work, alongside other author's writings in the Book.
- The author will not receive any financial compensation for his/her submission, regardless of book sales by NCPA.
- If author's submission is published in the anthology, he/she will receive one free paperback copy of the final book.
- Author is entitled to purchase additional paperback copies at a discount off the cover price (price as determined by NCPA) for resale or his/her own use.
- Submission of a story does not guarantee acceptance and/or publication by NCPA.
- If Author's story is accepted for publication, Author grants to NCPA one-time publication rights in English in both print and digital formats. All other rights, including re-publication, are retained by author.
- Author is entitled to a final review of his/her edited story with authority to either allow publication or remove it from the anthology.
- NCPA does not have licenses or business standing to publish or sell books. It has authorized Samati Press to use the NCPA name and logo in association with an independently published anthology of NCPA member's work in book form.
- Samati Press is an independent publisher with an address of P.O. Box 214673 Sacramento, CA 95821, referred to as "Publisher" in this Agreement.
- This license shall include publishing rights worldwide in printed or electronic form, including eBooks, for a period of ten years to June 1, 2029.
- Good Faith Negotiation: The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation.
- Mediation: If private negotiation fails, the parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted first to a mediator to be agreed on by both parties. If the parties cannot agree on a mediator, each party shall select one name from a list of mediators maintained by any bona fide dispute resolution provider; the two selected shall then choose a third person who will serve as mediator. The parties agree that any mediated settlement may be converted into an arbitration award or judgment (or both) and enforced according to the governing rules of civil procedure.
- Arbitration: If the matter is not resolved through mediation, then it shall be submitted to an arbitrator agreed upon by both parties for final and binding arbitration. If the parties cannot agree on an arbitrator, the person who served as the mediator shall select the arbitrator from a list maintained by any bona fide dispute resolution provider. The

arbitrator's award shall be final, binding, and may be converted to a judgment by a court of competent jurisdiction upon application by either party.

- Costs: The parties agree to share any mediator and arbitrator's fees equally.

Author Legal Name: _____

Author Pen Name (if different): _____

Signature: _____

Date: _____

*Both pages of agreement must be submitted at time of submitting story and other paperwork.

Send any questions to NCPAAnthology2019@gmail.com