

## LEVER PRESS PUBLISHING AGREEMENT

1. **Parties.** This publishing agreement (“Agreement”) is between the Regents of the University of Michigan on behalf of Lever Press, organized under the State of Michigan with offices at 839 Greene Street, Ann Arbor, MI 48103 (“Publisher”) and [NAME OF AUTHOR] (also referenced as “me”, “I”, or “my”) residing at [ADDRESS OF AUTHOR].
2. **Purpose of Agreement.** This Agreement—which includes Exhibits A, B, and C—establishes the terms under which Publisher and I will collaborate to publish the open access work described in Exhibit A (“Work”).
3. **Copyright.** I will hold the copyright in the Work.
4. **Publisher Promises to Me.** Should publication of the Work be approved by the editorial board on the basis of rigorous external review in the form described in Exhibit A, Publisher commits to me to:
  - a. prepare the Work for publication;
  - b. follow the schedule and fulfill the responsibilities outlined in Exhibit B;
  - c. make the Work available widely to the public, free of charge, as a digital book and deposit the Work in reliable preservation venues, such as HathiTrust, in order to preserve and promote access to the content;
  - d. make reasonably practicable efforts to preserve the technological aspects of the Work;
  - e. pay the honorarium described in Section 8 to me; and
  - f. provide me with X printed copies of the work, gratis, should Publisher make a print edition of the Work; and enable me to purchase up to Y additional copies at a discount of ZZ%.
5. **My Promises and Disclosures to Publisher.** I represent and warrant the following:
  - a. The contents of the Work are original to me and have not been previously published, except as I indicate to Publisher as outlined in Exhibit C.
  - b. I hold all the necessary rights and am authorized to enter into this Agreement. I assert that the publication of the Work by Publisher does not require the permission of any other person except as I indicate to Publisher as outlined in Exhibit C.
  - c. I will follow the schedule and responsibilities as outlined in Exhibit B;

- d. Nothing in the Work is defamatory, violates the law, or violates anyone's rights—including, for example, intellectual property, privacy, or contractual rights.
- e. If I am interested in preparing an updated or new version of the Work, I will work in good faith with Publisher to achieve that end before exploring publication elsewhere.
- f. I will identify to Publisher all third-party material I include in the Work and the fair uses I wish to make (other than short quotations) as outlined in Exhibit C.

**6. Licenses and Authorizations to Publisher from Me.**

- a. I grant to Publisher a license to use, publish, edit, reproduce, distribute, publicly perform, publicly display, and make derivatives of the Work for any activity associated with this Agreement.
- b. I grant to the Publisher a non-exclusive license to commercialize—at its discretion—uses of the Work, portions of it, or derivatives of it, in any format.
- c. I authorize the Publisher to register the Work with the U.S. Copyright Office in my name and to apply a Creative Commons license to the Work as described in Exhibit A.
- d. I authorize the Publisher to make the Work available through appropriate open access formats and forums.
- e. I authorize the Publisher to use my name, likeness, image, visage, and biographical information about me in any activity associated with this Agreement.
- f. The licenses and authorizations in this Section 6 shall be in perpetuity, sublicensable, worldwide, throughout the universe, and in all media now known or later developed.

**7. Third Party Claims.** If the Work becomes the subject of a third-party claim, Publisher and I shall notify the other immediately and work collaboratively to investigate and attempt to resolve the claim. By way of example, the parties shall make themselves available for information gathering, meetings, and preparation of responses. I shall assist in the revisions to material requested by Publisher. If Publisher and/or I carry insurance for such risks, each agrees to seek coverage under such policies. In the event of a third party-claim or credible concerns of infringement, Publisher may, at its discretion, terminate further distribution of copies or posting of the Work and/or terminate this Agreement.

**8. Honorarium.** Publisher shall pay me an honorarium of \$XX upon my delivery of a final manuscript of the Work in a form that Publisher considers ready for production. No other royalty or payment shall be made to me.

9. **Termination.** Either party may terminate this Agreement in the event of a breach that is not cured within thirty (30) days after written notice specifying such breach (unless efforts reasonably designed to cure such breach have been commenced in good faith).
10. **General Provisions.** This Agreement contains the entire understanding of the parties, including the Exhibits hereto. It shall be construed in accordance with the laws of the State of Michigan and the U.S. copyright law. This Agreement is personal and may not be assigned by me without the prior, written permission of Publisher. It is binding upon my heirs and personal representatives and any assigns of Publisher.

**AGREED AND ACCEPTED:**

[PUBLISHER]

*Signature*  
*Printed Name*  
*Title*  
*Dated:*

[ME]

*Signature*  
*Printed Name*  
*Title*  
*Dated:*  
*My e-mail:*  
*My phone:*

### **Exhibit A: “The Work”**

This Exhibit includes details regarding the Work to be published, including scope, format/medium, and scope of public access.

The work shall be on the topic of [topic] with the tentative title of [title]. It shall consist of [checklist]:

- Text of XX,XXX words
- XX black and white photos
- XX color photos
- XX line drawings
- XX maps
- XX charts or graphs
- XX musical examples
- XX other illustrative images
- AltText or other text to aid in making image files accessible to the visually impaired
- XX audio files
- XX video files
- Trfor any video files
- [other digital affordances: specifics]

And shall include in addition [checklist]:

- Preface by XX
- Foreword by XX
- Bibliography
- List of illustrations
- Discography
- Filmography
- Glossary
- XX Appendices consisting of [specifics]
- Index
- [other affordances: specifics]

The form of external review shall be [checklist]:

- Partly closed (“Single blind”) peer review
- Fully closed (“Double blind”) peer review
- Open review
- Other form of review

The Work shall be published in the following formats [checklist]:

- Clothbound print book
- Paperback print book
- Ebook [specifics listed]
- Online edition
- [Other formats/mediums specified]

The Work shall be published under the following Creative Commons license [checklist]:

- CC-BY
- CC-BY-SA
- CC-BY-NC (**Preferred**)
- CC-BY-NC-ND

**OPEN ACCESS PUBLISHING AGREEMENT**  
**Exhibit B: “Production Deliverables and Schedule”**

Milestones and timeframes for completion of Work and delivery to Publisher, review by third parties, revisions by me, acceptance by Publisher, dates and methods of publication.

The Author agrees to deliver the Work to the Publisher according to the following schedule [checklist to be filled in w/dates]:

- Sample by mo/day/year
- Full draft version ready for peer review by mo/day/year
- Final, fully revised (in accordance with comments by peer reviewers and the faculty Executive Board) version prepared for production by mo/day/year

The Publisher agrees:

- To notify the Author in writing of approval of the draft version by the Editorial Board.
- To notify the Author in writing of acceptance of the final, fully revised version by the Publisher
- To act in good faith to publish the work in the formats outlined in Exhibit A by mo/day/year.

**OPEN ACCESS PUBLISHING AGREEMENT**  
**EXHIBIT C: “Content Not Original to Me and/or Previously Published”**

The Author agrees to seek the right to include the content not original to them and/or previously published by them and deliver this information to Publisher in the format listed below. The labor of seeking permissions and permission fees are the Author responsibility. Requests for permission should specify that the request is for Work being published throughout the World, in All Languages, and in All Formats tangible or digital now known or thought of. Publisher will provide Author with a sample request for permission form. Author will let Publisher know when Author is making a Fair Use assertion.

The Author agrees to supply the following metadata details for each of the items:

- Title
- Digital File Name
- Resource type (e.g., image, video)
- Caption
- Copyright status
- Copyright holder
- License granted for use

Content not original to the Author and/or previously published may include:

- Texts
- black and white photos
- color photos
- line drawings
- maps
- charts or graphs
- musical examples
- other illustrative images
- audio files
- video files