

PUBLISHING AGREEMENT

THIS AGREEMENT is made this day of 20 between
(hereinafter the “Author/Artist”), and *Journal of Family and Community Ministries: Resources
for Christian Leaders* through Baylor University, (hereinafter the “Publisher”). The Publisher
desires to obtain the rights to publish an article, manuscript, or other creative work written or
created by the Author/Artist, tentatively titled

(hereinafter called the “Work”), and the Author/Artist desires to grant these rights to the
Publisher.

NOW, THEREFORE, in exchange for good and valuable consideration, including
Author’s/Artist’s agreement to allow Publisher to publish the Work and the Publisher’s
agreement to publish the Author’s/Artist’s Work, for the mutual benefit of both parties, and the
mutual covenants and representations contained herein, the parties agree as follows:

1. Delivery of the Manuscript or Creative Work

- a. The Author/Artist shall deliver to the Publisher at the same time as this agreement
a copy of the manuscript or artwork of the Work, satisfactory to the Publisher in content
and form, together with all photographs, drawings, charts, illustrations, appendixes,
bibliography, or other supplementary matter.
- b. The Author/Artist shall hold final responsibility for the accuracy of all quotations
contained in the manuscript, and will provide if possible photocopies of original pages for
all quoted material that contains more than forty words.
- c. The Author/Artist agrees to submit the manuscript electronically and to submit a
hard copy when requested.
- d. The manuscript will be subject to editorial revisions as the Publisher shall deem
necessary, provided that the editing shall not materially change the meaning or alter the
text of the Work without the Author’s/Artist’s written consent. Ordinary copy-editing,
including editing to make the Work conform to the Publisher’s style of punctuation,
capitalization, and like details, shall not be considered as materially changing the
manuscript.

2. Publishing Rights

The Author/Artist hereby grants to the Publisher for the duration of the copyright to the
Work the exclusive rights to the Work, including without limitation all rights to print,
publish, sell, and exercise all rights to publish or print the Work worldwide, including
without limitation serialization, syndication, translation, digest, abridgement or
condensation, mechanical rendition and/or recording, or any other media, including
electronic, now known or hereafter developed. The Author/Artist may reprint the Work
if he/she first requests permission to do so from the Publisher, which permission will not
be unreasonably withheld. When Publisher grants the Author/Artist the right to reprint

the Work, Author/Artist must credit the *Journal of Family and Community Ministries: Resources for Christian Leaders* of Baylor University as the source of the Work's first printing.

3. Author's/Artist's Warranties and Indemnities

a. The Author/Artist warrants that (i) Author/Artist is the sole author and creator of the Work; (ii) Author/Artist is the sole owner of all the rights granted to the Publisher; (iii) Author/Artist has not previously assigned, pledged, or otherwise encumbered any rights to the Work; (iv) Author/Artist has full power to enter into this Agreement; (v) the Work, except for the material obtained from others as stated therein, is original, has not been published before, and is not in the public domain; (vi) the Work does not violate any right of privacy; (vii) the Work is not libelous; (viii) the Work does not infringe upon any statutory or common law copyright; and (ix) any recipe, formula, or instruction contained in the Work is not injurious to the user.

b. In the event that any claim, action, or proceeding shall be initiated against the Publisher based upon an alleged violation of any of the foregoing warranties of the Author/Artist, (i) the Publisher shall have the right to join the Author/Artist as a party and to defend the same through counsel of its own selection; (ii) no settlement shall be effected without the prior written consent of the Author/Artist, which consent shall not be unreasonably withheld; and (iii) for any breach of the warranties outlined in the preceding paragraph, the Author/Artist shall indemnify and save harmless the Publisher for the total amount of the final judgment or settlement of such claim, action, or proceeding (including without limitation all legal costs, attorney's fees, and witness fees).

c. If any such claim, action, or proceeding is instituted against the Publisher or the Author/Artist, each shall promptly notify the other, who shall fully cooperate in the defense thereof.

d. These warranties and indemnities of the Author/Artist shall survive the termination of this Agreement.

4. Permissions

If copyrighted material, or other material entitled to common law protection, from other sources is included in the Work, the Author/Artist shall at Author's/Artist's expense obtain from the owners thereof, or their representatives, written permission for the use of such material in the Work, and shall deliver copies of the permissions to the Publisher at the time of submission of the Work.

5. Infringement

If anyone infringes the copyright to the Work, the Publisher and the Author shall jointly have the right to prosecute an infringement of the copyright to the Work. If the parties proceed jointly, the expenses and recovery, if any, shall be shared equally. If either party declines to prosecute jointly, the other party shall have the right to proceed alone and the suing party shall bear all expenses thereof and shall be exclusively entitled to any

recoveries. If the suing party shall not hold the record title of the copyright, the other party shall permit the action to be brought in his, her, or its name.

6. Notices

Any notice to be given hereunder shall be sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses below given. Either party may designate a different address by notice so given. Until further notice all notices shall be sent and addressed as follows:

AUTHOR/ARTIST:

PUBLISHER:

BAYLOR UNIVERSITY
Attention: Dr. Diana Garland
ONE BEAR PLACE #97320
Waco, Texas 76798-7320

With copy to:

BAYLOR UNIVERSITY
Office of General Counsel
ONE BEAR PLACE #97034
Waco, Texas 76798-7034

7. Waiver of Modification

The waiver of a breach of any other terms of this Agreement or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect any of the other terms of this Agreement. No waiver or modification of this Agreement shall be valid or binding unless in writing and signed by the parties.

8. Applicable Law

Texas law shall govern this Agreement, and all matters and issues collateral thereto. Venue on any claim arising out of this Agreement is McLennan County, Texas.

9. No Amendments

No amendments or modifications of the terms of this Agreement are permissible unless made in writing and signed by the Author/Artist and the Publisher.

10. Integration

This Agreement embodies the entire agreement and understanding between the Author/Artist and the Publisher and supersedes all other agreements and understandings, whether oral or written, relating to the subject matter hereof.

11. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement, if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and in the year specified at the beginning of this Agreement.

AUTHOR/ARTIST: _____

Baylor University: _____
Elizabeth Davis
Executive Vice President & Provost

ATTEST: _____
Marsha J. Duckworth
Assistant Secretary