DIO PRESS INC

*CONTRIBUTOR AGREEMENT*

|  |  |
| --- | --- |
| Title of the Contribution: (the “Contribution”) | Contributor(s): (the “Author”) |
|  |  |
| Title of the Volume: (the “Work”) | Volume Editor(s): (the “Editor”) |
|  |  |

**To: DIO Press Inc (the “Publisher”),** 220 W 98th St #7N, New York, NY, 10025

1. The Author grants to the Publisher for the full term of copyright and any extensions thereto, the exclusive right and license: (a) to edit, adapt, publish, reproduce, distribute, display, and store the Contribution including without limitation any associated tables, graphs, and images in all forms, formats, and media whether now known or hereafter developed (including print, digital, and electronic form) in all languages throughout the world, for the original Work and all subsequent editions and printings, and (b) to translate the Contribution into other languages, create adaptations, summaries, or extracts of the Contribution or other derivative works based on the Contribution and exercise all of the rights set out above; and (c) to license others to do any or all of the above.
2. Ownership of copyright remains with the Author. Provided the Author acknowledges and references first publication in the Work when reproducing the Contribution or extracts, the Author retains only the following non-exclusive rights: (a) to re-use up to one chapter, or to re-use figures, illustrations, and tables created by the Author, of the Contribution in new works, if the new work is authored or edited by the Author; and (b) to make copies of the Contribution for personal use, including up to one chapter for classroom teaching use (but not for inclusion in course pack material for onward sale by libraries and institutions) or to append to the Author’s Curriculum Vitae in support of applications for new posts. Any linking, collection or aggregation of chapters from the same volume is strictly prohibited.
3. The Author warrants that: (a) they have the full right, power, and authority to enter into this Agreement; (b) all material comprising the Contribution is the original work of the Author and not copied (in whole or part) from another work; (c) if the Contribution includes materials from other sources, the Author has obtained and supplied to the Editor permission of all rights owners to enable the grant of rights contained herein; (d) the Contribution will in no way infringe upon any copyright or proprietary rights of others and does not contain anything unlawful, libelous, or a violation of any right of privacy;

(e) nothing in the Contribution infringes any duty of confidentiality which the Author may owe to anyone else or violates any contract, express or implied, of the Author.

1. The Author agrees to hold the publisher harmless from any and all liability, expenses or damages arising out of the contents of this (these) entry(ies), or the publication of any unlawful matter, excepting, however, any matter added upon the request of the publisher.
2. The Author authorizes the Publisher to take such steps as it considers necessary in the Author’s name and on their behalf if the Publisher believes a third party is infringing or is likely to infringe copyright in the Contribution. The Author shall cooperate fully with the Publisher in relation to any legal action that might arise from the publication of the Contribution and the Author shall give the Publisher access at reasonable times to any relevant accounts, documents and records within the power or control of the Author.
3. The Author hereby asserts to the Publisher and the Publisher’s licensees the Author’s moral right of paternity in the Contribution. The Author irrevocably and unconditionally waives the Author’s moral right as provided in the Copyright, Designs and Patents Act 1988 to the extent the Publisher reasonably deems necessary to allow the Publisher to exercise and license the rights granted to the Publisher under this Agreement.
4. The Editor shall have the right to make or to request the Author to make any revision to the Contribution which the Editor deems necessary and to decide as to the inclusion or omission of the Contribution in/from the Work. Nothing in this Agreement shall oblige or require the Publisher to publish the Contribution at any time. If the Publisher does not publish the Contribution, all rights under this Agreement shall revert to the Author.
5. In full and final compensation for the Contribution, the Editor will send each Author one
	1. free digital copy of the book, provided by the Publisher when it is published, for personal use and not for resale, regardless of the number of Contributions to the Work.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York regardless of the place of its execution This Agreement represents the entire understanding between the parties and may not be modified, altered, waived, amended, or changed except by a written Agreement signed by the parties.

**Agreed to and accepted: (Please note, only handwritten signatures are accepted)**

# Contributor Date Contributor Date

Contributor Date Contributor Date

DIO PRESS INC CONTRIBUTOR OCT 2018