

Caltech Library Publish on Demand Service Copyright Agreement

Please read and sign the following agreement between you (“Author”) and Caltech Library Publish on Demand Service (“PODS”) for your book (“Work”).

PODS SERVICES

Services to be performed by PODS will be governed an attached invoice to this agreement.

AUTHOR’S BOOK SALES PAYMENTS

If you as the Author chose to use the Library’s Amazon outlet to sell Work, they will be paid monthly for any sales during that period. The sales profit will be the calculated as the retail price MINUS the Amazon service charge (15% of retail price + \$3.99) and MINUS the PODS production cost (see Author Unit Cost section below).

If you as the Author chose to sell the book though another outlet, you will need to purchase copies through PODS at the agreed Author Unit Price.

RETAIL PRICE

As the Author, you may price your book at ANY retail price. However, the retail price cannot be set below the cost to produce the book (see Author Unit Cost section below).

AUTHOR UNIT COST

As the Author, you may purchase copies of the book from PODS at production cost. The unit cost will be a function of the format and length of your book.

WARRANTIES

As the Author, you represent and warrant that you are the sole author of the Work and the owner of the copyright to all of its contents; that you are not engaged in plagiarism with respect to the Work; that the Work is accurate in all respects, i.e., that if fiction, it represents no real event or person in a way that could be deemed libelous; that if non-fiction, it does not misstate any material fact or omit to state any material fact, the result of which would libel any person or result in a person being placed in a false or damaging light; and that the Work does not infringe upon any statutory or common law right of copyright or privacy of any third party; that you are owner of any trademarks and/or trade names associated with the Work; that the Work does not constitute obscenity or hate literature and that the author has the right to enter into this Agreement.

YOU OWN ALL RIGHTS TO WORK

The Author acknowledges and PODS agrees that PODS acquires no right of ownership to the Work under this Agreement; the PODS is a provider of limited services only (i.e. publishing services, printing, sales, and fulfillment) and assumes no responsibility for reviewing or correcting the content of the Work.

PODS will return to the Author, upon request, the digital files used to produce the final Work.

INDEMNITIES

The Author agrees to indemnify PODS from all and any manner of claims, liabilities, damages, and expenses (including reasonable attorney’s fees), awards, and judgments resulting from claims of third parties regarding ownership, libel, slander, plagiarism, privacy, misappropriation, and similar claims arising from the publication of the work.

PODS will replace or refund at the customer’s discretion any product found to be defective as a direct result of the actions of PODS.

TERM AND EXCLUSIVITY

This Agreement is nonexclusive (the Author can enter into other publishing agreements), and either party has the option to terminate the Agreement at any time, with or without cause.

The Author retains copyright of this Work, and no part of this Agreement diminishes the Author’s rights to this Work.

The parties hereto agree to the terms of this agreement.

Author(s)

_____ (Print name) _____ (Date)

_____ (Signature)

_____ (Print name) _____ (Date)

_____ (Signature)

PODS Representative

_____ (Print name) _____ (Date)

_____ (Signature)