Model Publishing Contract for Digital Scholarship

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https://hdl.handle.net/2027.42/138828

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Model Publishing Contract Glossary of Legal Terms

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http://dx.doi.org/10.3998/2027.42/138828
Material breach

If either party fails to deliver on the promises they have made in the agreement, it can be terminated under certain conditions. A “material breach” is a failure to fulfill one’s duties such that the agreed upon purpose of the contract can no longer be achieved. For example, if you agreed to deliver a book-length manuscript on the cultural significance of cat videos, and instead you deliver a sound recording of an opera addressing the same topic, this would likely be considered a material breach of your contract. However, if you delivered a manuscript on cat videos that merely used the wrong citation style, this would likely not be considered a material breach, as it can be corrected and the book could proceed with publication.

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Either via a clause in their contract or a process of negotiation, authors and publishers often agree to have some rights “revert” to the author after a period of time or due to other factors. Exclusive rights previously held by the publisher or other entity are then transferred back to the author, who can choose to exercise them. The Model Publishing Contract contains a clause on rights reversion in order to make this process easier for all parties involved. For more information on rights reversion, see the Authors Alliance guide to rights reversion.

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Legal action taken by an entity not party to the original agreement (e.g., not the author or publisher). Examples of third party claims relevant to academic publishing include copyright infringement of someone else’s work, libel, defamation, etc.

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