**MSI PRESS, LLC
(San Juan Books Contract)**

MEMORANDUM OF AGREEMENT

In consideration of MSI Press ("the Publisher") publishing *Women, We’re Only Old Once* ("the Work"), authored by

BERTHA COOPER

Need address

SSN: on file need W-9

 ("the Author").

THE AUTHOR HEREBY AGREES

***Grant***

1. To grant and license for the duration of this Agreement to the Publisher

a. the sole and exclusive right and license to produce and publish or to cause others to publish the Work in its English-language form throughout the world, to include print and digital book rights; and

b. the right to market the work within the scope of its SJB sales and marketing program.

c. The sole and exclusive right and license shall not limit Author from quoting from the Work in her own materials, whether in subsequent books or in blogs initiated by her.

***Copyright***

2. To register in the name of the Author (self) within 90 days of first publication the copyright in the United States and to procure renewal of same. Each party agrees to execute at any time on request all such papers and documents as may be necessary or convenient to protect, renew, and otherwise effectuate the rights herein granted to the Publisher.

***Warranty***

3. To guarantee that she is the Author and sole proprietor of the Work, that the Work is original, is not in the public domain, and that she has the full power to make this agreement; that the Work does not infringe the copyright or other proprietary right of any other person; that the Work contains no libelous or other unlawful matter and makes no improper or unlawful invasion of the privacy of any person, that any individuals not considered public figures who are identified by their own names have granted permission for their inclusion in the Work, and that any ideas or concepts that are derivative from other sources shall be duly noted and cited in the text (and a reference list provided). The Publisher shall have the right to extend the Author’s warranties to third parties (such as licensees). In the event of any claim or suit within the compass or arising out of any breach of the foregoing warranties, the Publisher shall have the right to defend same through counsel of its own choosing; the Author will be provided notice of any such claim and no settlement shall be made without Author’s approval which shall not be unreasonably withheld. The Author further agrees to hold harmless and indemnify the Publisher or the Publisher's agents against any claim, action, suit, proceeding, or recoveries (including damages, costs, expenses, and attorney fees), which may be made, taken, or incurred at any time by or against the Publisher or the Publisher's agents by reason of any violation or infringement of such rights or occasioned by any other failure on the part of the Author to fulfill representations, covenants, and agreements in this contract.

***Permissions***

4. To procure promptly at her own expense the permissions which the Publisher deems necessary to reprint material that is under copyright or to reproduce illustrations, charts, drawings, diagrams, photographs, or any other illustrative material that is under copyright or protected by covenants of the Privacy Act, should any such material or illustrative matter be included in the work, and to transmit such permissions in writing to the Publisher with the final manuscript.

***Manuscript***

5. To deliver to the Publisher, on or before March 31, 2020, a final copy of the Work, in Word, single-spaced, without special formatting, following APA style and in content, form, and language satisfactory to the Publisher, including illustrative copy to be supplied at the Author’s expense, from which all illustrations, charts, drawings, and diagrams to be used in the work can be reproduced to the satisfaction of the Publisher (illustrative materials must have a resolution of no less than 300 dpi at the size to be reproduced, and, if, in the judgment of the Publisher, the manuscript, as submitted, is not satisfactory in quality or for efficient use by the printer, the Author agrees to have redrawn or reworked such illustrative or other copy as the Publisher may stipulate in order to produce copy that, in the opinion of the Publisher, is in a satisfactory condition for efficient use by the printer, resulting in quality consistent with professional publications). Illustrations can also be commissioned from SJB staff at current cost.

Publisher shall have 30 days from submission to notify author of any changes it requires pursuant to this paragraph, and author shall have the opportunity to make such changes in a reasonable period of time.

***Proofs***

6. To return promptly all proofs sent to him for correction of clear errors, typographical or typesetting errors, with all corrections clearly and legibly indicated, failing which the Publisher has the right to cause the proof to be corrected and to charge the expense thereof to the Author. The Author will be charged only if changes are requested beyond correction for errors to the proof and are in excess of 10% of the total word count. (Content changes are to be made before typesetting of the final manuscript, not at the time of delivery of the proofs.)

***Damages***

7. That except for loss or damage due to its negligence, the Publisher shall not be responsible for loss or damage to any property of the Author in its possession or in the possession of its independent contractors, or in the possession of anyone else to whom delivery is made by the Publisher in the normal course of its operations.

***Purchase of Services***

8. To purchase the following services at the rates and times specified:

 a. Editorial services at $800, prior to commencement of copyediting;

 b. Production services at $1200, prior to beginning production , precise date depending upon date of completion of the copyediting process.

c. Illustrations. None – or provided by author.

THE PUBLISHER HEREBY AGREES

***Publication***

9. To copyedit and publish the Work within a reasonable period of time after receipt of the completed manuscript.

***Royalties***

10. To pay the Author a royalty as follows:

 a. Ten percent (10%) of list price on all individual print copies sold. Fifty percent (50%) of net on all e-books and bulk sales.

 b. Fifty percent (50%) from licensing by the Publisher of any right in the Work protected by copyright, including the licensing of cheap reprints or book-club editions, digests, abridgements, selections, anthologies, and serializations. However, the Publisher shall have the right to permit others to publish such selections from the Work for publicity, educational, or scholarly purposes, with due citation, as it may consider appropriate;

 c. Seventy-five percent (75%) from the licensing by the Publisher of radio and television broadcasting rights and right to adaptation for commercial use;

 d. Fifty percent (50%) from the licensing by the Publisher of any rights not specifically set out in this article;

 e. Publisher shall not be entitled to any compensation for ancillary products such as, but not limited to, games, clothing, workbooks or other device or activity not conducted by Publisher as part of its regular business.

 f. No royalty shall be paid on copies lost or destroyed, or on damaged or overstocked copies sold at or below manufacturing cost, or on free copies furnished to the Author, copies purchased at discount by the Author, or copies used for promotion of sales, review, advertising, public relations, or like purposes.

 g. Royalty paid on stock of the Work which is later returned by the bookseller as non-salable may be debited against any sums accruing to the Author under this Agreement.

***Audit/Examination of Accounts***

11. The Author may upon written request examine or cause to be examined through certified public accountants the Publisher's books of account insofar as they relate to the sale or licensing of the Work, provided such examinations are limited to one per year and take place during regular business hours. Such examination shall be at the Author’s expense, unless errors of accounting amounting to more than ten percent (10%) of the total sums accrued to the Author shall be found to the Author’s disadvantage, in which case the reasonable cost of the examination shall be borne by the Publisher, and payment of the amount due shall be made within thirty (30) days thereafter.

***Author’s Copies***

12. To provide 20 free copies to the Author and to give the Author the option of purchasing additional copies at the list price less forty percent (40%) for orders of 1-49 copies and less fifty (50%) for orders of 50 or more copies; such purchased copies, plus shipping costs, to be paid for at time of ordering. Free shipping is afforded for orders of 50 or more books.

***Statements***

13. To submit royalty statements annually and to pay the Author in February of each year for the previous calendar year, unless otherwise agreed, any royalty due for the period covered by the statement.

IT IS MUTUALLY AGREED

***Termination***

14. That, after two years following the date of publication of the Work, the Publisher may terminate this agreement by advising the Author in writing that the Publisher finds it necessary to discontinue publication; termination may be made for cause prior to two years if the Author fails to meet all conditions of the Warranty clause in this contract. If at any time the Publisher does not keep the Work in print ("in print" being defined as on sale by the Publisher or under license granted by the Publisher) or if any option granted by the Publisher shall be outstanding and Publisher refuses to comply within six (6) months of receipt of the Author’s written request that the Publisher shall do so, or if sales fall below 50 copies during a one-year royalty period (provided Author has made a fair-share effort to promote the book through efforts such as quarterly book signings, radio/television appearances, writing of articles, website management, blogging, and similar activities), then the Author shall have the right to terminate this agreement by written notice.

a. Default by the Publisher

If the Publisher should fail to pay monies due or to deliver statements as agreed (unless such failure is due to a good-faith dispute between the Author and the Publisher) within three months from the date of written demand by the Author or his representatives, this Agreement shall be canceled and all rights in the Work granted here shall revert to the Author immediately and without further notice and without prejudice to monies due to the Author from the Publisher.

b. Bankruptcy and Liquidation

In the event that the Publisher shall be adjudicated bankrupt, a receiver or a trustee shall be appointed for all or substantially all of the Publisher's property, and the order appointing the receiver or trustee shall not have been vacated within sixty (60) days from its entry, or if the Publisher shall seek to take advantage of any so-called insolvency law, all rights hereby granted to the Publisher shall forthwith revert to the Author, and this Agreement shall thereupon terminate.

15. Upon termination of this Agreement, all the then-existing rights of the Publisher hereunder revert to the Author.

***Assignment***

16. That this Agreement may not be assigned by either party without separate agreement.

*Reservations and Special Provisions*

17. It is understood that the Publisher may arrange (and pay, as necessitated) for a review of the finished manuscript by one or more copyeditors and/or scholars working in the field represented by the work and may require the author to make recommended changes prior to acceptance of the work for publication. If the review process delays production more than 60 days, the Author has the right to terminate the contract.

18. The publisher retains the right to final decision on cover design. Publisher will grant Author the right of consultation with respect to the cover in a timely manner so that comments may be taken into consideration.

***Choice of Law***

19. This Agreement shall be governed by and constructed in accordance with the laws of the State of California, United States of America.

***Integration***

20. This Agreement contains the entire agreement of the parties.

IN WITNESS WHEREOF, the Author has hereunto set his hand and the Publisher has caused this Agreement to be executed by the managing editor of MSI Press, duly authorized to sign for MSI Press, January 27, 2020.

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Author's signature

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Author's Citizenship:

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Managing Editor, MSI Press