

The Publisher **CARTHUSIA EDIZIONI** hereinafter referred to as the Publisher  
and

**Mr/Ms** ..... hereinafter referred to the Illustrator  
establish and agree the following:

## 1. OBJECT OF THE CONTRACT

The Illustrator, surrenders exclusively to the Editor, who accepts, the right to print, distribute and sell, both for the first edition and for the subsequent editions, the artistic works, hereinafter referred to as illustrations, which will be used by the Publisher to realize the volume entitled:

..... hereinafter referred to as the Work.

The subject of this contract is the exclusive transfer of rights of publication of n. .... double-page colour illustrations, n. .... double page flyleaf illustration, n. .... double page illustration for the front cover and back cover, through printing or any other form of graphical representation that can be used for the creation, dissemination and promotion of the Work.

The sale also includes the following licensing options:

- a - the right to reprint and distribute the Work in paperback or pocket form even through other Publishers;
  - b - the rights to the recording and reproduction of the Work through audio-visual means using mechanical, digital and computer devices such as CDs, CD-ROMs, CSIs, DVDs, etc. and the inclusion of the Work in databases, as well as via computer;
  - c - the right to publish and distribute the Work in whole or in part, attached to newspapers, magazines, periodicals, or pamphlets, provided it is not done for advertising and/or promotional material of any third party.
- The rights for public broadcasting through transposition, reproduction, duplication, reduction or adaptation for radio, television, film, theatre, animation and cartoons are expressly excluded from the sale, but may be part of a separate contract.
- d - the rights to adapt and modify the Work and include the same in multimedia works;
  - e - the merchandising rights, excluding those having an advertising or promotional material on behalf of third parties, which may be the subject of a separate negotiation.

Any further hypothesis of transfer of rights of use of the Work, and consequently of the illustrations, which are an integral and inseparable part, not expressly stated in this agreement, may be subject to any appropriate negotiation between the parties. The original illustrations remain, in any case, the property of the illustrator.

## 2. DURATION

The sale of the rights listed in article 1 has a duration of 10 years from the signing of this contract.

The contract will be renewed automatically from year to year, unless either party gives notice in writing, by registered mail, three months before the deadline.

### 3. OBLIGATIONS OF THE ILLUSTRATOR

The Illustrator undertakes for the duration of this contract, not to otherwise publish illustrations in Art .1 nor other illustrations that by their nature, characteristics and subject are in direct competition with the Work, and for any reason, either on his own account or in partnership with others. The illustrator is also committed to guaranteeing the Publisher correct possession and usage of the rights granted under this agreement.

### 4. METHOD AND CONDITIONS OF DELIVERY

The illustrator must deliver the Illustrations on digital media, suitable for reproduction, according to the conditions agreed with the Publisher and by ..... June 2015. The Illustrator undertakers to comply with the agreed Terms of delivery, to be considered definite and waived only in cases of force majeure. Any extension shall be agreed in writing.

The extension of the pre-established terms or any extended terms due to the fault of the illustrator are to be considered rescinding conditions of this contract

### 5. FORM AND TERMS OF PUBLICATION

The Editor shall assume responsibility for the graphic layout of the Work and composition of texts, and shall have the right to determine for any edition:

A – the format, cover and presentation of the volumes to be used;

B – their technical characteristics (paper, font, binding etc.);

C – the quantity of extracts relating to the illustrations according to sales requirements and the exclusive purpose of promoting the Work

D – the volume sales price with the option of changing it simply by informing the author at the time of presenting the statement;

E – promotional activities relating to distribution of the Work, which may include collaboration with the Illustrator on conditions to be agreed.

F – the publication date of sample copies of the book ( due by the ..... August 2015 ) with the option for valid and justifiable reasons of postponing the publication and issuing of the Work; subject to the payment of fees under the terms established by Article 7 points B) and C).

### 6. OBLIGATIONS OF THE PUBLISHER

The Publisher undertakes to publish the illustrations (subject of this contract) in the Work entitled

..... as part of the series SILENT BOOK CONTEST.

The Publisher guarantees that the planned print run for the first edition of the Work shall be not less than 2,000 copies ( two thousand copies ) and that they will be placed on the market by the 1<sup>st</sup> of October 2015, this period may be extended only in cases of proven force majeure and failure to comply with the same is interpreted as a rescinding condition of this contract. Should the Publisher decide not to continue with publication of the Work, the Illustrator may claim payment of fees within the period prescribed in Article 7 points B) and C) or, alternatively, enforce the termination of the contract.

## 7. FEES

A) For the assignment of the rights provided for in Article 1 of this contract, the Publisher will pay the Illustrator, for every copy sold, 8% of the selling price to the public, net of VAT, for the copies in hardcover edition and 6% in case of future paperback issues of the volume.

A1) As fees for the "static" digital editions (eBook for any platform), the Publisher will pay the Illustrator, the percentage of 20% on the selling price to the public net of VAT.

In the case of "dynamic" publications (versions of the book with the inclusion of animations, special effects, sound etc. and "apps"), the percentage shall be subject to further negotiations between the parties.

B) The Publisher will pay the Illustrator, as a guaranteed advance payment, and claims on the percentage above referred to in points A and A1, the amount of € 4.500 (four thousand five hundred), gross of withholding tax, the amount that will be paid on August ..... , 2015, upon presentation of a bill containing the personal data, social security number and a stamp duty of € 1.81.

## 8. ALLOCATION OF INCOME FROM OTHER USES

The fees for the sale of rights and licences referred to in points a-b-c-d-e of Article 1 will be distributed as follows: 50% to the Publisher, 50% to the Illustrator net of expenses.

In the case of translations of the Work with publication by the Publisher, or publication or co-publishing partnership with other publishers to distribute in foreign markets, the fees for the sale of the rights will be distributed as follows: 50% to the Publisher, 50% illustrator, net of expenses.

In case of submission of the Work in its entirety in national or international competitions, both in Italy and abroad, on the initiative of the Publisher and/or the Illustrator, the amounts of the fees relating to the Work shall be as follows: 50% to the Publisher, 50% to the Illustrator.

## 9. STATEMENT

The accounts and statements for the fees relating to the rights provided for in Articles 7 and 8, will be communicated annually by the Publisher to the Illustrator with a deadline date of 30<sup>th</sup> April of the year following the date of actual publication. The fees relating to the rights provided for in Articles 7 and 8 must be paid within 30 days from the end of closing of accounts and annual reports.

## 10. PUBLICATION OF FREE EXCERPTS OF THE WORK

The Publisher has the right to publish or allow third parties to publish, without obligation for compensation, and with no charges to the Illustrator, extracts from the Work deemed necessary and appropriate to the exclusive purpose of the promotion and distribution of the Work, in the common interest of both parties.

11. SUPPORT COPIES

The Publisher has the right to No. 60 copies of the first edition, and No. 20 copies of each next edition or reprinting of the Work, which will be destined exclusively for press conferences, launch and promotional requirements, such as copies distributed free of charge, with exemption from copyright.

The Publisher shall provide the Illustrator with n. .... courtesy copies of the first edition of the Work and n. .... copies of each edition and subsequent reprinting of the Work. In the event that the Illustrator wishes a greater number of copies of the Work, for personal and non-commercial purposes, the Publisher will undertake to provide him with a reduction of 40% on the cover price. All copies of the Work intended for the Illustrator will not be calculated in the definition of compensation paid to copyright.

12. NATURE OF THIS AGREEMENT AND JURISDICTION

The content of this contract has a fiduciary and binding nature on the signatory parties.

The Parties agree to ensure the absolute confidentiality of the data and information that they may become aware of in the course of this partnership. For everything that is not covered and specified in this contract, reference should be made to the general provisions of national and international laws and regulations currently in force, as well as usage in the field of copyright.

The Publisher and Illustrator agree to settle any controversies or disputes that may arise in an amicable and friendly way. If this is not possible the court with jurisdiction shall be that chosen by the publisher.

Read, approved and signed by both parties

*Milan, ....., 2015*

For Carthusia Edizioni

*The Publisher* Patrizia Zerbi

*The Illustrator* .....