

# PRINTING AGREEMENT

## **BETWEEN:**

the Author: \_\_\_\_\_

(Name of Person or Organisation, called herein the "Author")

of \_\_\_\_\_

Book Title: ("the Work") \_\_\_\_\_

## **AND**

**Lettertec Ireland Limited** having its registered office at Springhill House, Killacloyne, Carrigtwohill, Co. Cork ("Lettertec").

### **1. Definitions:**

- 1.1 **"the Author"** is the creator of the work and holder of the copyright or has legal authority to publish the work and includes the personal representatives, successors and assigns of the Author;
- 1.2 **"the Work"** (also referred to herein as "the Book") is a book, manuscript or other document provided by the Author to Lettertec and to which this agreements pertains;
- 1.3 **"Copyright"** means the exclusive right, by virtue and subject to the provisions of the Acts, to do, and to authorise other persons to do, certain acts in relation to the Work which are designated by the Acts as acts restricted by the copyright in a work of that description;
- 1.4 **"the Acts"** are the Copyright Act 1963, the Copyright (Amendment) Act 1987, the Copyright and Related Rights Act 2000, the Copyright and Related Rights (Amendment) Act 2004 and the Copyright and Related Rights (Amendment) Act 2007.
- 1.5 **"the 1963 Act"** is the Copyright Act 1963.
- 1.6 **"the 1987 Act"** is the Copyright (Amendment) Act 1987.
- 1.7 **"the 2000 Act"** is the Copyright and Related Rights Act 2000.
- 1.8 **"the 2004 Act"** is the Copyright and Related Rights (Amendment) Act 2004.
- 1.9 **"the Services"** are the printing and cover design services to be provided by Lettertec to the Author under this Agreement.

### **2.0 The Author's Warranties**

2.1 The Author represents, warrants, undertakes and agrees with Lettertec as follows:-

- (i) The Author is the sole Author of the Work and the sole unincumbered absolute legal and beneficial owner of all rights, copy right and all other rights whatever in the Work throughout the world and is and shall remain at all material times during the writing of the Work a "Qualifying Person" within the meaning of Section 7 of the Copyright Act 1963 being in the case of an individual a person who is an Irish Citizen or is domiciled or resident within the State and in the case of a body corporate, a body incorporated under the laws of the State.
- (ii) The Author has not assigned or incumbered or licensed or transferred or otherwise disposed of any rights of copy right or any other rights in or to the Work except pursuant to this Agreement and has not entered into any Agreement or arrangement which might conflict with Lettertec's rights under this

Agreement or might interfere with the performance by either Lettertec or the Author of their respective obligations under this Agreement;

- (iii) The Work is original to the Author and does not and shall not infringe any right or copy right, moral right or right of privacy or right of publicity or personality or any other right whatsoever of any person;
  - (iv) The Work is not under the laws of any jurisdiction, obscene or blasphemous or offensive to religion or defamatory of any person and does not contain any material in violation of the Interceptions of Postal Packets and Telecommunications Messages (Regulations) Act, 1993 and Official Secrets Act 1963 or any analogous foreign legislation and nothing contained in the Work would if published constitute a contempt of Court;
  - (v) All statements purporting to be facts in the Work are true and correct and no advice, recipe, formula or instruction in the Work will, if followed or implemented by any person cause loss, damage or injury to them or any other person;
  - (iv) There is no present or prospective claim proceeding or litigation in respect of the Work or the title to the Work or the working title or final title of the Work or the ownership of the copyright in the Work which may in any way impair, limit, inhibit, diminish or infringe upon any of the terms of this Agreement.
- 2.2 The Author accepts all responsibility for the originality and content of the Work and undertakes to indemnify Lettertec and keep Lettertec at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision the legal costs of Lettertec on a solicitor and own client basis) awards, damages, howsoever arising directly or indirectly as a result of any breach or non-performance by the Author of any of the Author's, undertakings, warranties or obligations under this Agreement.

### **3.0 The Agreement**

3.1 The Author agrees to appoint Lettertec and Lettertec agrees to provide the Services to the Author pursuant to the terms of this Agreement, so as to enable the Author to self publish the Work.

3.2 The Author agrees to complete and return the following items before Lettertec is liable to perform any of the Services:

1. Signed Publishing Agreement.
2. Book and Author Information Form.
3. Payment in Full for Services selected.

### **3.3 The Services**

The Services to be provided by Lettertec to the Author, for which extra charges may apply, pursuant to this Agreement are:-

#### **3.3.1 Administrative Services (if required – extra charges may apply).**

- (i) Assign an International Standard Book Number (ISBN) for the Work. This ISBN number will note that the Author is the creator of the Work. Any breach by the Author of his undertakings in this Agreement shall be the full responsibility of the Author pursuant to the terms of this Agreement and Lettertec will rely on the Indemnity and warranties furnished by him.
- (ii) Insert the Author copyright notice in the Book.
- (iii) Create EAN barcode for back cover.

3.3.2 For the avoidance of doubt it will not be the responsibility of Lettertec to lodge any copy of the Work with any of the libraries specified pursuant to Section 198 of the 2000 Act. As the Author is self-publishing the Work, responsibility for compliance with the obligations pursuant to Section 198 of the 2000 Act, shall remain with the Author as publisher of the Work.

### **3.3.2 Book Cover Design (extra charges may apply)**

- (i) Create cover design and scan artwork/images provided by the Author to create a full colour cover;
- (ii) To produce a digital master cover file suitable for printing;
- (iii) To provide a proof for Authors approval;

3.3.3 The parties have agreed that copyright in the cover design shall remain with Lettertec and the copy right of the Author in the Work shall not extend to any book cover designed by Lettertec which shall be expressly excluded from the Authors copyright.

## **4.0 Author's Obligations**

In addition to the warranties and undertakings set out in Clause 2 hereof, the Author agrees and undertakes with Lettertec as follows:

- (i) to provide a digital file of the text of the book
- (ii) to promptly review text copies
- (iii) that Lettertec may distribute promotional copies of the book free of charge and free of royalties to the Author.
- (iv) to assume any and all liability for content and to hold Lettertec harmless from any liability arising from content provided by the author.
- (v) that Lettertec may use selected extracts, images and samples of the Book in its' promotional and marketing material (including its' website).

## **5.0 Miscellaneous**

5.1 Lettertec is not responsible and bears no liability in any way for the content or any other element of the Author's Work.

5.2 The laws of the Republic of Ireland shall apply and the parties agree to refer to arbitration in Ireland, any irreconcilable dispute between the parties. Such arbitration shall be conducted in accordance with the Arbitration Acts 1954 and 1980.

5.3 Save as provided herein, the Author at all times retains whatever copyright and other publishing rights possessed by the Author at the time of signing this Agreement.

5.4 Lettertec shall be entitled to add its printers imprint to the Book.

Both parties, having read and agreed to the above, sign this document in witness of their agreement:

---

Signed by Author

---

Signed on Behalf of

Lettertec

---

Witness

---

Witness

The Author agrees to make the following payment for package selected:

**[Lettertec to specify packages available]**

**Total Amount Payable: €** \_\_\_\_\_ **Enclosed Cheque** \_\_\_\_

