

**MEMORANDUM OF AGREEMENT**

Between **John Joseph Adams** of 346 Hall Ave., Perth Amboy, NJ 08861, hereinafter referred to as the “Anthologist,” and [**Author Name**] of [**Author Address**], hereinafter referred to as the “Author.”

Concerning an anthology to be compiled by the Anthologist entitled [**Anthology Title**] (the “Anthology”):

1. The Author hereby grants permission to print “[**Title**]” (the “Story”) in the Anthology, to be published by [**Publisher**] (the “Publisher”), in the English language in all countries throughout the world. The Anthology as a whole may be licensed by the Anthologist to other publishers for foreign language or audio editions. This permission constitutes first World-English rights, as well as non-exclusive world anthology rights and non-exclusive audio anthology rights to the Story.
2. The Anthologist offers advance payment of \$\_\_\_\_\_ plus a pro rata share of 50% of the Anthology’s earnings, which includes income from all licensed editions, including hardcover, paperback, book club, audiobook, ebook, and foreign language editions of the Anthology. Subsidiary rights money will be distributed within 30 days of receipt by the Anthologist, so long as a minimum of \$10.00 is due to Author. No payments for subsidiary rights sales will be due until actually received by the Anthologist. The initial fee is to be paid within sixty days of the Publisher’s acceptance of the Anthology manuscript.
3. The Author agrees not to publish or permit others to publish the Story in any form prior to its publication and appearance in the Anthology for a period of eighteen (18) months after the publication of the Anthology without the prior written permission of the Anthologist. Exceptions will be made for “best of the year” anthologies.
4. The Author represents and warrants that he/she holds the rights to the Story, and that to the best of the Author’s knowledge the Story does not contain any libelous material and is not in violation of any rights of privacy or any other rights of third persons, and does not violate any existing common law or statutory copyrights.
5. All rights not specifically granted in this agreement are reserved by the Author.
6. The volume as a compilation shall be copyrighted in the name of John Joseph Adams, as editor. Acknowledgment of the Author’s copyright shall appear in the volume as follows:  
  
“[**Title**]” by [**Author Name**]. © [**Year**] [**Author Name**].
7. The Author grants permission for transcription of the Story into Braille, tape, talking, or oversized book, only in case that book or Story is selected for such transcription by a non-profit organization for the handicapped.
8. The Author shall receive one free copy of the first edition; and, wherever possible, one free copy of all other editions. Additional copies may be ordered by Author at a 40% discount.
9. All earnings under this agreement will be paid directly to the Author.
10. This memorandum of agreement shall be interpreted under the laws of the State of New Jersey.
11. If the Publisher fails to publish the Anthology within 36 months of the date of this Agreement, all rights granted hereunder shall immediately revert to the Author. In such event, the Author shall retain any payments made under this agreement prior to such reversion.

Agreed: [Please indicate your acceptance by signing and returning two (2) copies of this agreement.]

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AUTHOR

\_\_\_\_\_  
ANTHOLOGIST

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DATE

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DATE

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AUTHOR’S SOCIAL SECURITY NUMBER/ABN/ITIN