

Instructions: Ask your publisher to use this wording. If they refuse, their agreement must be reviewed and approved by the Office of the General Counsel before you can sign and commit the NIH to their terms. Insert the appropriate information, remove instructions.

EDITOR'S MEMORANDUM OF AGREEMENT
Date: Enter Date Agreement Prepared

EDITOR'S NAME
IC, Building, Room, MSC
National Institutes of Health
Street Address
Bethesda, MD 20892-MSC

Dear Dr. _____:

1. **Parties.** We are greatly pleased to set forth the terms of Agreement between

The National Institutes of Health (NIH), as represented by Dr. _____

hereinafter called the "Editor," and "you" and related second-person pronouns, and *PUBLISHER'S NAME*, a [STATE OF INCORPORATION] corporation (or any imprint, subsidiary, or successor in interest), hereinafter called "PUBLISHER" or "we" and related first-person pronouns. The NIH acknowledges that PUBLISHER is entering into this Agreement with the expectation that EDITOR NAME will serve as Editor. If Dr. _____ fails or refuses to or otherwise cannot function as Editor of the work, NIH will promptly notify PUBLISHER, and PUBLISHER will have the right to terminate this arrangement with thirty (30) days written notice. In consideration of the mutual covenants expressed in the Agreement, you and we concur as follows:

2. **Publishing Right.** You will develop a general editorial plan for, select distinguished contributors to, and prepare and supply manuscripts for a volume tentatively entitled

BOOK TITLE:
SUBTITLE

to appear in the series, C _____, edited by Dr. _____

hereinafter called the "Work."

3. **Editor's General Obligations.** Your duties as Editor shall include, but not be limited to, the following:

- (a) You will utilize your best efforts to obtain qualified persons (herein called the "Authors") of high professional standing to write original chapters for the Work on the terms and conditions set forth in standard form of our Contributor's Agreement, a copy of which is attached, and which is to be considered integral to this Agreement.
- (b) You shall have final editorial approval of the manuscripts submitted by the Authors, subject to prior consultation with, and approval by, us of the general style and treatment of the subject dealt with in such manuscripts.
- (c) You will edit the manuscripts submitted by the Authors so that, upon submission to us, they are complete, up-to-date, authoritative, professionally sound, ready for publication with respect to form, wording, and content, and otherwise generally in accord with commonly accepted standards in the field.
- (d) We may submit the copyedited manuscripts to the Authors for review prior to sending them to the printer, and you agree to help assure that the Authors expeditiously examine, revise, update, and return them to us with all final changes within two weeks of receipt.

- (e) You will read and review for general acceptability proofs of all material to be printed in the volume. In the event that individual Authors fail promptly to correct and approve proofs for printing, you will exert your best efforts to see these obligations timely executed, and will personally discharge them when the Authors fail to do within a reasonable period.
- (f) You will prepare a Subject Index to the Work within two weeks of receipt of the final page proofs.

4. **Form and Delivery of Manuscript.** You shall deliver to us on or before MANUSCRIPT DUE DATE a complete set of manuscripts for the Work, in the English language, consisting of the original double-spaced typescript of approximately [insert number of pages] manuscript pages (to make approximately [insert number of pages] typeset pages in a 6 x 9" or other appropriate format), satisfactory to us in form and content, together with electronic versions of the manuscripts and such black and white artwork as the treatment of the subject may require (including all illustrations, maps, charts, graphs, diagrams, and glossy prints of photographs, each of which must be suitably prepared for direct reproduction without further change by us). Color figures will be accepted only when the authors prepay standard color charges. You shall also furnish with the manuscript drafts of the title page and preface, any scheduled foreword, a detailed and sequenced table of contents, all necessary bibliographies, acknowledgments, dedications, and permissions to reprint copyrighted materials, as well as a complete list of contributors, together with their affiliations, mailing addresses, and telephone, email, and fax numbers.

5. **Editor's Representation.** You agree to the best of your knowledge and belief that you are the sole Editor of the Work; that the Work is original except for such material from copyrighted sources as you and the Authors reproduce with written permission of the copyright owner; and that you have full power to enter into, this Agreement.

6. **Print and Publish.** We agree to proceed to print and publish the Work in a professional format at our own expense upon receipt of complete manuscript materials and artwork as described above.

7. **Future Revision.** You agree to consider revising the Work when we determine that revision is desirable. If you are unable or unwilling to perform such a revision, or are deceased, we shall have the right to arrange for the preparation of a revised manuscript.

8. **Complimentary Copies, Discounts, and Reprints.** We will supply the NIH Director with six (6) complimentary copies of the Work upon publication.

9. **Promotion.** Following your reasonable recommendations, we shall send review copies of the Work to all important reviewing journals and periodicals in the field. We also agree to undertake appropriate levels of direct mail and media promotion in behalf of the Work. You agree to provide us such personal or society membership mailing lists, reprint request lists, conferee lists, and other similar materials as you may maintain, or have unrestrictedly available, for use in supplementing our own direct mail programs. Any Reference to Editor or his/her employer, the National Institutes of Health, in any marketing or promotional material will be accompanied by a reasonably prominent disclaimer satisfactory to the NIH stating that reference to the Editor or NIH should not be viewed as an endorsement of PUBLISHER, its products, or services.

10. **Cancellation.** If the Work is not published, goes out of print, or off the market, and we do not want to publish, reprint, or bring out a new edition, and so notify you in writing, you may cancel this Agreement.

11. **Force Majeure.** Neither you nor we shall be responsible for any failure or delay in the performance of our obligations under this Agreement because of circumstances beyond the reasonable control of either of us.

12. **Waiver.** The failure of either you or us to insist upon strict adherence to any term of this Agreement on any occasion shall not be a considered a waiver, nor deprive either us or you of the right to insist thereafter upon strict adherence to that term or any other terms of this Agreement; all waivers agreed upon must be stated in writing by you and us.

13. **Complete and Binding.** This Agreement contains a complete statement of all the arrangements between you and us with respect to its subject matter, supersedes all existing agreements, and cannot be changed or terminated orally. It shall be binding upon and inure to the benefit of your and our respective heirs, personal representatives, successors, and assigns,.

14. **Governing Law.** Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the law of INSERT PUBLISHER'S STATE OF INCORPORATION applicable to agreements made in and/or to be performed in INSERT PUBLISHER'S STATE OF INCORPORATION , and with Federal Law. In the event of conflict, Federal Law will control.

15. **Headings.** The headings in the Agreement are solely for convenience of reference and shall not affect is interpretation.

16. **Copyright.** Title 17 U, .S.C. 105 states that copyright protection is not available for any work of the United States Government. Since your editorial contribution was done as part of your official duties as a National Institutes of Health (NIH) employee , your work is a Work of the United States Government and as such is in the public domain. If PUBLISHER intends to disseminate the work in foreign countries, PUBLISHER may secure copyright to the extent authorized under the domestic laws of those foreign countries. The copyright will be subject to a paid-up, nonexclusive, irrevocable worldwide license to the United States in the manuscript of such copyrighted work to reproduce, prepare derivative works, distribute copies to the public and perform publicly and display publicly the work, and to permit others to do so, but the license will not include PUBLISHER'S formatted and published version to the extent that the formatted and published version constitutes an original work of authorship that is copyrightably distinct from the manuscript. PUBLISHER will not pay royalty income for work done by Federal employees as part of their official duties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and the year record below.

Consented and Agreed:

_____ the _____ Day of _____ 20 ____
EDITOR NAME

Publisher's Name:

_____ the _____ Day of _____ 20 ____
Name and title of Individual in company authorized to sign