



金琅学术出版社 是属于International Book Market Service Ltd. 的注册商标

Brivibas gatve 197, LV-1039, Riga, Latvia, European Union
Telefax: +371 68620455

电子邮箱: info@omniscryptum.com • 网址 : www.goldenlight-publishing.com

Publishing Agreement

As on 24.05.2018

1. Parties to the Publishing Agreement:

This Publishing Agreement (hereinafter - Agreement) is concluded between the *Author* and the Publisher *International Book Market Service Ltd.* (hereinafter – Publisher).

2. Subject of the Publishing Agreement

Subject of this Agreement is the Work submitted by the Author to the Publisher's portal.

3. Entry into force

The Agreement becomes binding when the Author confirms the Agreement on the Publisher's portal.

4. The Publisher will:

- 4.1. provide standard publishing service for the Author,
- 4.2. offer the Author premium publishing services like color printing and custom cover picture on conditions decided by the Publisher,
- 4.3. remunerate the Author with royalties in the amount of 12% of the Work's net sales and in the amount of 30% of the licensing income generated from the use of Work by third parties when – during the accounting period - they generate claims of more than 50,- EUR on average per month. If the average per month is lower than 50,- EUR, the Author will receive a book voucher of the respective value, which can be redeemed in the following 12 months in the online shop associated with the Publisher to purchase publications of the OmniScriptum group,
- 4.4. make the remuneration payment solely to the Author with whom this Agreement is concluded,
- 4.5. calculate the payment every 12 months from the publication date, and make the payment within 3 months from the calculation date,
- 4.6. process and safeguard the Author's data according to Publisher's privacy policy to ensure the publication process and marketing of Author's Work.

5. The Publisher can:

- 5.1. reproduce, print, distribute and market the Work,
- 5.2. sell and license rights (including but not limited to translation rights) to the Work, in whole or in part, in print and electronic formats,
- 5.3. determine the Work's publication specifics,
- 5.4. suggest to the Author changes to the Work,

出版合同

日期：2018.05.24

1. 出版合同方：

此出版协议（下简称协议）适用于作者和 *International Book Market Service Ltd.* 出版社（下简称出版方）

2. 出版合同的内容

此协议的项目为作者在出版方的平台上提交的作品。

3. 生效

当作者在出版方的平台上确认了协议后，此协议将自动生效。

4. 合同的责任是：

- 4.1. 为作者提供标准的出版服务。
- 4.2. 为作者提供额外的出版服务，例如在出版方的条件许可下进行彩色印刷，或拥有自定义的图书封面图像。
- 4.3. 支付作者作品净销售额的12%作为版税，以及向第三方授权所产生的收入总额的30%。以上所需支付的款额计算方式以每12个月为单位，若所产生的需支付额超过每月平均50欧元，那么作者将获得实际款项支付；若产生的需支付额少于每月平均50欧元，那么作者将得到一个相应价值的购书券，可在未来的12个月里用于购买出版方线上销售的任何书籍。
- 4.4. 仅把回酬支付给签下此合约的作者
- 4.5. 在出版日期后的每12个月进行一次版税结算，并在结算后的3个月内将款额支付。
- 4.6. 根据出版方的隐私条款，来保护及处理作者作品出版和销售过程的相关数据。

5. 出版方有权：

- 5.1. 再生产、印刷、分销以及营销此作品
- 5.2. 以全部或部分、实体或电子版的方式，授权（包含但不限于翻译权）此作品让第三方使用。
- 5.3. 决定此作品的出版特定面向。
- 5.4. 向作者建议对作品作出修改
- 5.5. 向公众透露作品摘要，并应要求提供媒体一些副本作为宣传用途。



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5.5. make extracts of the Work accessible to the public and provide the media with review copies for advertising purposes and upon request.

If the Author wishes to make any changes to his / her Work AFTER THE PUBLICATION, then the Publisher has the right to demand a revision fee of 150,- EUR for post-publication services.

6. The Author will:

- 6.1. remain the copyright holder of his / her work,
- 6.2. receive a standard publishing service,
- 6.3. receive a PDF digital download version of his / her Work after publication,
- 6.4. be able to publish the work in whole or in part with other publishers,
- 6.5. receive royalty payments according to the provisions of this Agreement.

7. The Author agrees to:

- 7.1. deliver Work of original content to the Publisher,
- 7.2. bear full responsibility for the Work's content ,
- 7.3. ensure proper referencing in the Work,
- 7.4. ensure having usage rights to any data included in the Work,
- 7.5. ensure having commercial usage rights to a custom cover picture in case such is provided by the Author for the cover of his / her Work
- 7.6. handle all claims by third parties that have arisen in relation to the Work's content,
- 7.7. keep the Author's information in the Publisher's portal up-to-date.
- 7.8. processing of his / her personal data according to Publisher's privacy policy to ensure the publication process and the marketing of Author's Work,
- 7.9. receive information from the Publisher regarding the publication, promotion and marketing of his / her Work.

If the Author breaches the terms of Paragraph 7, the Author is obliged to indemnify the Publisher for all thirdparty claims related to the content of the Work, including but not limited to legal costs.

8. Term and termination of the Agreement

- 8.1. The Agreement begins on the day when the Author confirms it on the Publisher's Portal, and runs indefinitely.
- 8.2. Both Parties have the right to terminate the contract with a notice period of sixty days. The notice must be given in writing.

8.3. If the Author violates terms of Paragraph 7, the Publisher

5.6. 将作品的出版权转移至OmniScriptum出版集团之外的其他出版社。

如果作者违反第7条的条款, 作者有义务向出版方赔偿所有作品内容相关的第三方索赔, 包括但不限于法律相关费用。

6. 作者的权力是:

- 6.1.继续作为他/她的作品的版权所有人。
- 6.2.得到标准的出版服务。
- 6.3.在作品出版后得到一份作品的PDF电子版。
- 6.4.将作品部分或全部在其他出版社出版。
- 6.5.根据此协议的条款得到版税。

7. 作者同意:

- 7.1.将作品的原稿提供给出版方。
- 7.2.对作品内容承担全部责任。
- 7.3.确保作品中相关的参考出处均有说明。
- 7.4.确保拥有对作品中任意内容的使用权。
- 7.5.确保对作品中使用的自定义封面图像拥有商业使用权。
- 7.6.承担与作品内容有关的所有第三方权利。
- 7.7.确保在出版方平台上的作者信息资料是最新的。

如果作者违反第7条的规定, 那么作者就有责任, 出于第三者有关作品内容的权利, 包括但不限于权利费用, 对出版社进行损害赔偿。

- 7.8.出版方以隐私条款来保护及处理作者作品出版和销售过程的相关数据
- 7.9.接收来自出版方的有关其作品的出版、促销以及市场营销信息。

8. 合同有效期和解约

- 8.1. 合同自作者在出版方的平台上确认当日起生效, 并无限期有效。
- 8.2. 双方有权提前60天通知另一方解除合同。解约必须是以书面形式进行。
- 8.3. 如果作者违反上述第7条的规定, 那么出版社有权以无提前通知的方式解约。
- 8.4. 解约后, 作者将撤回所有第5条授予出版社的权利。



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has the right to terminate the contract without notice.

8.4. Upon termination of the Agreement, the Author revokes all rights granted to the Publisher as listed in Article 5.

9. Miscellaneous

9.1. Latvian law and EU law will be applicable to issues not regulated by this Agreement.

9.2. The place of Publisher's headquarters will have jurisdiction for all disputes.

9.3. In case of any disputes, Parties agree to negotiate. If negotiations fail, the issue is to be resolved in court of Republic of Latvia.

9. 其他

9.1. 拉脱维亚法律和欧盟法律可以适用于本合同未涵盖的所有事项。

9.2. 所有纠纷的法院管辖地为出版社所在地。

9.3. 对于一切可能的纠纷，双方应该就合同达成一致并通过对话来解决。如果不能提出解决方法，那么争端将移交至拉脱维亚法院解决。



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Definitions

- Publisher's portal – a Publisher's imprint website where the author uploads his / her manuscript and adds / edits author information
- Standard publishing service includes assigning an ISBN to the book, providing cover image options, cover layout, imprint mark, editorial assistance in the publishing process, sourcing the book to all sales channels available to the Publisher and printing the book upon orders
- Net sales – income generated by the Work, which is calculated as follows:

Net sales = Net retail sales price x copies sold - the average bookseller/wholesaler discount

The bookseller/wholesaler discount is set as follows:

30% of the net retail sales price in EUROS in the case of sale to end consumers via the online shop associated with the Publisher;

50% of the net retail sales price in EUROS in the case of sale to / through all other external distribution partners.

Copies purchased by Author himself / herself via the online shop associated with the Publisher and any free copies / sample copies will not be included in the Net Sales and royalty calculation.

- Licensing income – income received by the Publisher from third parties from which any agency commissions, translations costs and other costs that have occurred as a result of licensing the use of Work to third parties have been deducted. Third parties include but are not limited to translation agencies.
- Privacy policy – actions of the Publisher regarding the collection, retention, usage, disclosure and deletion of customer data. Privacy policy information is available on the Publisher's portal and online shop associated with the Publisher
- Print – the Work will be printed using print-to-order technologies, in paperback design (15x22cm), interior of the book will be printed in black and white. The Publisher can also offer color printing, hard cover and different format options upon conditions at its sole discretion.
- Publication Specifics – book's features, layout guidelines, book jacket, publication date, retail price and advertising measures
- Changes to the work - content corrections, different linguistic formulations, deletions or other changes
- Original content – the Author guarantees that the Work submitted is his / her own intellectual property and the result of his / her own intellectual effort; or that the Author holds the necessary rights to publish the content supplied by him / her
- Claims by third parties - including but not limited to privacy, copyright or trademark claims that have arisen in relation to the content of the Work for which the Author bears full responsibility
- Author's information – address, bank details, payment methods, email address

概念解释

- 出版方的平台 – 有版权说明的出版社的网站，作者可以在那里上载他的书稿并填写 / 编辑他的信息。
- 符合标准的出版服务包括给书本分发ISBN号，准备可选的封面图片，封面的版面布局工作，版权说明标志，出版过程中对编辑工作的支持性服务，通过该出版社掌握的所有销售渠道来销售该书，并按需印刷该书。
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书店 / 批发商的回扣按以下方式定：
通过出版社所属的网店向最终消费者出售的欧元净售价的30%；
向 / 通过所有其他外部销售伙伴出售的欧元净售价的50%。
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- 隐私条款 – 出版方进行蒐集、保留、使用、公开以及删除客户信息数据的行为指南。有关隐私条款的资料将可以在出版方的网络平台以及网络书店上索得。
- 印刷 – 作品将按按需印刷 (Book-on-Demand) 的程序以平装书格式被打印(15x22cm)，书内页面将被黑白打印。除此之外，出版社也可在特殊条件下，按其单方面的估价提供一本以彩色打印、硬封面装订和特殊大小格式的作品。
- 发表的具体事宜 – 书本设计，版面规定，发表日期，售价和宣传措施。
- 作品的更改 – 更正内容，不同语言的组句，删除或其他修改。
- 原稿内容 – 作者保证，所递交的作品是他自己的知识产权和他自己脑力劳动的成果；或作者拥有所有必须的权利，来发表转交给他的内容。
- 第三方权利 – 作者对使用与作品内容有关但不仅限于隐私、版权或商标，需承担所有责任。
- 作者信息 – 地址，银行信息，支付方式，电子邮件。
拉脱维亚法律 – 尤其是但并不仅限于拉脱维亚版权法。



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- Latvian law - in particular, but not limited to Latvian Copyright Law