

Prof. Dr. Juan Miguel Zarandona Universidad de Valladolid Facultad de Traducción e Interpretación Campus Duques de Soria, s/n 42004 Soria, España

Berna, 27 de marzo de 2014

Contrato de publicación

## Estimado Juan:

Como ya anunciado he preparado el contrato según la oferta que ha recibido por E-Mail. Le pido hacerme el favor de leer el contrato atentamente y, después de su consentimiento, devolverme un ejemplar firmado.

Me alegro de nuestra futura colaboración.

Con saludos cordiales PETER LANG AG

Simone Netthoevel Publishing Director



## PUBLISHING AGREEMENT

Between Prof. Juan Miguel Zarandona, Universidad de Valladolid, Facultad de Traducción e Interpretación, Campus Duques de Soria, s/n, 42004 Soria, España (hereafter referred to as *Editor*) and PETER LANG AG, International Academic Publishers, Hochfeldstrasse 32, 3012 Bern, Switzerland (hereafter referred to as *Publisher*) concerning the work entitled

De Britania a Britonia.

La leyenda artúrica en las tierras de Iberia: Cultura, literatura y traducción (hereafter referred to as work)

the following is agreed:

1.

As the sole owner of all rights to the aforementioned Work, the Editor hereby grants and assigns to the Publisher the exclusive right to duplicate and distribute parts or all of both present and future print runs and subsequent editions of the Work, without any regional restrictions, in all types of physical and non-physical format, specifically in any type of printed format (as a book, paperback, study edition, special edition, etc.) and in all types of electronic format ("Electronic Publishing") as online or offline content and, in particular, in e-book format for transmission and publication via digital networks, specifically via the internet, and for adoption and public provision for access and download in electronic databases, and for duplication and distribution on all types of electronic and other machine-readable data media, with or without interim storage and irrespective of the type of receiver and/or transmission system.

In addition, the Editor grants the Publisher the right to digitalise and/or translate the Work and to distribute and duplicate the translated Work to the same extent as described above, to advertise the Work within the scope of the assigned rights in all utilisation formats (including internet advertising by means of extracts and full text search) and to process the Work if and to the extent that this is technically necessary within the scope of the aforementioned utilisation. Moreover, the Editor grants the Publisher the right to utilise the Work for interactive purposes, specifically to index the Work and to add search functions for content research purposes, together with the right to process the Work for multimedia utilisation, e.g. by adding links, dictionary and glossary functions, read-aloud functions, audio files, video sequences and animations.

The Editor represents and warrants that the publication of the Work does not violate or infringe the rights and claims of any third parties or the law, and that the aforementioned rights have not already been otherwise assigned in part or in whole. If and to the extent that the Work includes images, illustrations, graphical elements, music scores or similar elements, the Editor warrants that he is entitled and/or has obtained the requisite consent to utilise the associated rights. This applies specifically to any rights to privacy of depicted individuals. The Editor hereby assigns these rights to the Publisher at the aforementioned terms and conditions, specifically for all present and future print runs and subsequent editions, and for the distribution and duplication of the Work in both printed and electronic ("e-book") format.

The Editor shall provide the Publisher with corresponding evidence of his legal entitlement and/or possession of the requisite consent without being asked to do so.

The Publisher is entitled to transfer or otherwise licence to third parties the rights assigned to the Publisher in part or in whole, against payment or free of charge. The validity of corresponding contracts with third parties shall not be affected by the dissolution of this Publishing Contract.

The Publisher is under no obligation to exercise all of the rights assigned under this Publishing Contract.



2.

The Publisher will prepare the camera-ready-copy. The Editor agrees to submit to the Publisher a clean and ready for formatting manuscript (PDF/Word). The manuscript will be submitted to the Publisher by June 2014. The Editor's wording is binding. The Editor agrees to read the page proofs. Corrections which are not due to errors in the formatting process can only exceptionally be included and will be at the Editor's expense. Before sending the manuscript into print the Editor agrees to check the final manuscript in PDF-format within an appropriate period of time and will give the ready-for-print. If there are further corrections and text changes from the Editor's side, the Editor agrees to pay expenses for the extra-effort of CHF 80.-/hour. The Editor shall keep copies of the manuscript and the discs. The Manuscript (PDF/Word) will become the property of the Publisher.

3.

The work shall appear in the series "Relaciones literarias en el ámbito hispánico: Traducción, literatura y cultura".

4.

The form and appearance of the book will be negotiated by the Editor and the Publisher. The final decisions with respect to the form and appearance of the book shall rest with the Publisher.

5.

The Publisher undertakes to distribute the book worldwide. The Editor agrees to assist the Publisher in promoting the book by, among other things, writing the publicity text and the short Editor's biography, as well as supplying the Publisher with journal addresses for the mailing of review invitations, and furthermore names and addresses of potential interested individuals and/or other specific target groups.

6.

The Publisher shall print a first edition of 235 copies of the book of which

5 free copies will be sent to the Editor

1 free copy will be sent to the contributors (=15)

4 free copies to the series editors

11 free copies to the editorial board

20 copies are for review and publicity purposes

**180** copies are for sale

The Publisher reserves the right to print the copies for sale in partial print runs.

The Editor may purchase further copies of the book and any other book in the Publisher's catalogue at a discount of 30% from the retail price. The Editor undertakes not to resell such copies.

7.

The work will have approximately 460 pages. The Editor agrees to pay € 5.350.— towards the cost of production according to the publishing offer dated 27.03.2014 which is an integral part of this publishing agreement. The published price of the book will be approximately € 92.— and will be fixed by the Publisher on publication.

The Editor shall receive royalties on sales as follows:

1. - 180. copy sold: 5% of the net receipts.

Should the work in book form be out of stock within two years time after publication, the Publisher agrees to decide upon a second printing within one year. Second and further printings will be at the expense of the Publisher and the Editor shall receive 10% royalties of the net receipts of every printed copy sold. If the



selling price of the first edition is subsidised, the Editor is committed to pay the subsidy for the second edition.

If and to the extent that the Publisher distributes the work in electronic format, the Author shall receive 5% of the net receipts from such distribution. This settlement is also effective for altered versions of the E-book.

8.

If after five years from the date of publication the yearly sales of the work are less than 5% of the first printing the Publishers have the right to pulp the remaining copies after first offering the Editor the opportunity to buy some or all the remaining copies without right to royalties. The resale price shall not exceed 20% of the recommended selling price. The Editor agrees to respond to an offer by the Publisher within 8 weeks.

9.

Once the book is out of stock or out of print and no reprint is planned, the rights in and to the work shall revert to the Editor. The right to reproduce and distribute the work in electronic or digital form will remain with the Publisher until the end of the lawful copyright protection.

10.

If a licensing agreement for the work is arranged on the Publisher's initiative, the Editor will receive 40% of the agreed fee and royalties. If the licensing agreement is initiated by the Editor, he will receive 60% of the fee and royalties.

11.

This agreement has been executed and signed by two parties in duplicate. All changes and additional agreements will be null and void unless confirmed in writing.

12.

To maintain the contact between Editor and Publisher, the Editor agrees to inform the Publisher of any change of address.

13.

The place of performance and jurisdiction is the Publisher's place of business in Bern, Switzerland. The applicable law is the Swiss Code of Obligations.

The Publisher:

The Editor:

PETER LANG AG

International Academic Publisher

Simone Netthoevel

Prof. Juan Miguel Zarandona

Iyan T. Zavandora

Bern, 27.03.2014

Soria, 01.05.2014