



**SQ Mag/IFWG Publishing Australia
 Writer's Agreement for Publishing in SQ Mag
 Short Story Contract Version 2.4 February 2014**

This contract is made between SQ Mag (owner IFWG Publishing Australia) whose address is 12 Coolum Street, Point Cook, Victoria, 3030 Australia, hereinafter referred to as the PUBLISHER and

_____ [AUTHOR'S NAME], whose address is,

_____ ADDRESS LINE 1 [STREET ADDRESS OR PO BOX]

_____ ADDRESS LINE 2

_____ CITY _____ STATE/PROVINCE _____ ZIP/POST CODE

_____ COUNTRY

EMAIL ADDRESS: _____

hereinafter referred to as the AUTHOR.

The parties agree as follows:

AUTHOR's Grant

The AUTHOR grants permission to include her/his story entitled

" _____,"

a work of approximately _____ words, hereinafter referred to as the WORK, in

SQ Mag, and at the discretion of the PUBLISHER, in a single **Anthology** that compiles the considered best stories of the year, from the year the WORK was published.

Rights

This use of the WORK by the PUBLISHER entails the assignment of First World Serial Rights and First World Electronic Rights.

Rights revert back to the AUTHOR six months following publication of the edition of SQ Mag containing the WORK, subject to the Terms of License.

The AUTHOR agrees to a non-exclusive, temporary grant of print and electronic anthology rights—for a single anthology title published by the PUBLISHER. This agreement expires if the anthology is not published by the 1st of December in the year following the signing of this contract.

Terms of License

AUTHOR agrees not to allow the WORK to be published in any form for a period of six months following the publication of the edition of SQ Mag containing the WORK.

Following the six-month period of exclusivity mentioned above, the PUBLISHER will place the WORK in its online archive. If the AUTHOR prefers that the WORK not be retained there, the AUTHOR will notify the PUBLISHER in writing or by e-mail, and the PUBLISHER will remove the WORK within seven (7) days of receiving notification.

Note, however, that SQ Mag is considered a culturally important site by the National Library of Australia (as SQ Mag is largely managed by an Australian crew). The PUBLISHER has agreed to have SQ Mag archived in the National Library of Australia's Pandora Archive - which means that in this particular institution, all published stories, including the WORK, will be permanently placed on record in this discrete database.

AUTHOR agrees to grant the PUBLISHER the right to keep the WORK in the aforementioned Anthology for as long as there is demand for the Anthology (in print and electronic format).

Payment and Royalties

For the rights granted to the PUBLISHER above, the AUTHOR will receive a one-off payment of US\$15.00 within two weeks of publication, by PayPal only. In the case of work that is published over more than one edition (i.e. serialized), each appearance will attract a one-off payment of US\$15.00 (this will be grouped into a single payment to the AUTHOR).

If the WORK appears in the Anthology, the AUTHOR will not receive any further remuneration, with the following exception: if the Anthology makes more than 150 unit sales (excluding author copies), each author will receive royalty payments for all sales following 150 unit sales, on the basis of a percentage of 50% of after-operating cost revenue, where the percentage will be calculated on the basis of word count ratios among contributors, each count being rounded up to the nearest 1000 words. For example, if the story by the AUTHOR was 3565 words, long, it will count as 4000 words. If, after following the same process for each story, the adjusted word count

of the Anthology is 105,000 words, then the AUTHOR would receive, in royalty payments, 4/105 of 50% of after-operating cost revenue. Payments would be made by PayPal only, on a quarterly basis.

All profits gained by PUBLISHER from the Anthology (which may or may not include the WORK) will be used to pay for running costs of SQ Mag, the production of the Anthology, and contribute to a fund, which is intended to 'step up' SQ Mag and its annual Anthology to a semi-pro market in the future. In the case of the WORK being published in the Anthology (if applicable), a print version of the book will be supplied free of charge to the AUTHOR, and a special discounted rate for further print copies will be made available (which will not count toward royalties, but does count to the 150 unit sales for the royalty trigger).

Authors' Warranties and Indemnities

The AUTHOR represents and warrants that he/she is the sole author of the WORK. The AUTHOR also represents, to the best of his/her knowledge, that the WORK does not contain any libelous material.

Changes in Text

The PUBLISHER reserves the right to make alterations to the WORK's text without the AUTHOR's approval, including, but not limited to, copy-editing changes to conform the style of the text to its customary form and usage. However, the PUBLISHER will supply the AUTHOR with a copy of the final, line-edited manuscript via e-mail. The AUTHOR will have seven (7) days to respond to the edits.

Regarding the PUBLISHER's reserved right to make changes, it does not mean that the editor will change the story, only that the editor will correct mistakes and make sure the story is consistent, and formatted correctly. Small changes such as spelling errors, are corrected without the writer's consent, believing that the writer wants the story to be correct. Consistency means if a writer called the main character John a dozen times and then at the end writes James, and it's obvious that he/she meant John, the editor will correct this without asking for permission. SQ Mag editorial staff will make every effort to ensure that the authors' best interests are maintained, and will ask for editing and proofing cooperation where it is non-trivial.

Publishing Formats

PUBLISHER will prepare the story in a format for display in an online mag, as well as various electronic formats for distribution to mag subscribers (including, but not limited to, EPUB and PRC/MOBI).

If the story is chosen to be published in the annual Anthology, the PUBLISHER agrees to secure a unique ISBN and submit the Anthology to distributors including Ingram Book Group, Amazon, Barnes and Noble, and other potential distribution channels, so that it may be available for purchase through these systems, as well as via the SQ Mag site, and the IFWG Publishing bookstore.

PUBLISHER has the option to prepare the aforementioned Anthology for distribution as a Quality Hardcover book. PUBLISHER would, in this circumstance, agree to secure a unique ISBN. PUBLISHER will also produce the aforementioned Anthology for distribution as an ebook, in Kindle, NOOK Book, Kobo Book, and possibly other proprietary and non-proprietary formats.

Copyright

AUTHOR retains copyright to the WORK; PUBLISHER retains copyright to SQ Mag where the WORK will be published, as well as the Anthology that the WORK may get published in, and copyright credit will be listed to the PUBLISHER for the Anthology on the copyright page of the Anthology.

Reversion of Rights and Withdrawal of Offer to Publish

In the event that the WORK is not published within 12 months of signing this agreement, all rights revert to the AUTHOR, and the AUTHOR has the right to sell or arrange for publication of the WORK in any manner. The AUTHOR shall keep any payments made by the PUBLISHER to him/her (noting this is unlikely as there is no payment for use of WORK until after it is published).

The PUBLISHER may withdraw offer to publish at any time, for any reason, prior to publication, with a written notice to the author, at which point all licenses herein shall revert to the AUTHOR.

AUTHOR's Credit

The AUTHOR will be credited on the table of contents page and at the beginning of the story (SQ Mag, as well as Anthology, where applicable), as

_____ [AUTHOR'S BY-LINE]

Venue

This agreement shall be deemed executed under the laws of the Commonwealth of Australia and the state of **Victoria, Australia**.

The parties acknowledge that each party has read and understood this contract before execution.

AUTHOR'S SIGNATURE

DATE

Gerry Huntman

PUBLISHER'S SIGNATURE