



PUBLISHING AGREEMENT – HETS ONLINE JOURNAL

This agreement is made between the Hispanic Educational Telecommunications Systems (“HETS”) and _____<Full name> _____address of author> (“Author”).

- 1. Author is the owner of all rights in the written work described herein; and
- 2. HETS desires to obtain the rights granted in this Agreement for publication and other use of the work subject to this Agreement.

TERMS

In consideration of the mutual covenants and conditions contained in this Agreement, Author and HETS agree as follows:

- 1. PUBLICATION: Author has written or will write for publication a work on the subject of _____, tentatively entitled _____ (“Work”).
- 2. AUTHOR’S GRANT: Author grants, assigns, and transfers to HETS permanently during the Online Journal life period the full and exclusive right to:
 - a. Print, publish and sell Work worldwide, including all revisions and editions thereof;
 - b. License publication of the Work in HETS Online Journal or any other media;
 - c. Reprint all or portions of the Work in Braille and large-type editions, microfilm or microfiche editions, edited versions, translations, serializations, or foreign editions;
 - d. Translate the Work in any language;

- e. Produce, sell or license its translation, publication, and sale throughout the world;
- f. Register and hold copyright to the Work in HETS name;
- g. Develop, or license the right to develop, the Work into any other medium;
- h. Adapt the Work and its title as the basis for trademarks, trade names, or similar commercial use in connection with any products or services; and to register and hold the copyright to such Work in HETS name, as provided herein.

3. AUTHOR'S WARRANTY: Author warrants:

- a. Author is vested sole ownership and with the power to convey all rights that are granted and assigned in this Agreement;
- b. The copyright has not previously been assigned not the Work published elsewhere;
- c. Work does not infringe any valid copyright or other proprietary right of any other person;
- d. Work contains no libelous, defamatory or other unlawful material and Author agrees to hold HETS, its members, its members Board members, its members officers and agents, its own officers and agents harmless from any and all claims, suits or proceedings based on the ground that the Work contains such harmful matter, and agrees to indemnify HETS, its members, its members Board members, its members officers and agents, its own officers and agents for reasonable expenses incurred in defending, settling, or otherwise responding to such claims.
- e. If Work includes any copyrighted material not in the public domain, Author will obtain the permissions and provide them to HETS on or about the time Work is delivered to HETS.
- f. By signing this document the Author certifies that the article submitted is an original document written for the HETS Online Journal. The Author further certifies that the article is an original publication created for the HETS Online Journal and assumes

complete responsibility for any claim that may arise related to the publication of the submitted article.

4. DELIVERY AND ACCEPTANCE OF MANUSCRIPT

- a. Author agrees to deliver a legibly typed manuscript of the complete Work by the due date. Author will deliver to HETS in accordance with a mutually agreed-upon delivery schedule, the preface or foreword, table of contents, index, instructor's manual or guide, text items and answer keys, and any other materials as are mutually agreed upon.
 - b. It is specifically agreed that commencement of editing by HETS will not by itself, constitute acceptance of the manuscript as being complete and satisfactory in form and content, as required under this Agreement.
 - c. If Author fails to deliver the completed work on the Due Date and HETS is unwilling at that time to accept delivery at a later date, Author may not arrange for publication elsewhere thereafter without first re-offering the Work to HETS under the terms contained in this Agreement.
 - d. HETS, in its sole discretion, shall determine the readiness of the Work for publication.
5. EDITING: HETS is authorized to edit the Work for style, usage, and felicity; provided, however, that HETS shall not be free to make substantive changes in the Work without the express approval of Author. HETS agrees that Author shall have an opportunity to read and correct the edited manuscript in proof if Author so requests in writing within 15 days of the completed edits by HETS.
6. OBTAINING PERMISSIONS: The cost and responsibility for obtaining permission for the use of text or illustrations contained in the Work and controlled by others, if any, shall be borne by Author.

7. PROTECTION OF WORK: During the term of this Agreement, Author will not, without the written consent of HETS, publish any abridged or other version of the Work or any book of a similar character tending to interfere with sales of the Work covered by this Agreement.
8. PUBLISHING: When the manuscript is complete and acceptable to HETS, HETS will publish the same with reasonable promptness at HETS's expense, as HETS considers most appropriate.
9. COPYRIGHTS: All copyrights, renewals, and extensions thereof, and all other legal and equitable rights, title and interest in the Work and its revisions are assigned by author to HETS. For copyright purposes, Author's Work is written as a contract of employment for hire. HETS will preserve, record, and register its ownership by securing the necessary copyrights, renewals and extensions thereof, in compliance with Title 17 of the United States Code and with such state or foreign statutes, treaties, and conventions as it, in its sole discretion, considers necessary and appropriate.
10. REVISIONS: Author agrees, upon request from HETS, to revise the Work within a reasonable time in accordance with the recommendations of HETS. If Author does not provide an acceptable revision within a reasonable time or should Author be deceased, disabled, or unwilling to revise the Work, HETS may have the revision prepared and may deduct the authorship cost from Author's royalties.
11. TERMINATION; REVERSION OF RIGHTS
 - a. If HETS determines that further publication of the Work is not desired it shall have the right to terminate this Agreement by sending written notification to Author. After the Work has been out of print for **ONE (1)** year, Author will have **SIX (6)** months to exercise the right to purchase from HETS, subject to any rights of third parties then existing, any plated or other reproductive materials not previously destroyed, at HETS's original cost.
 - b. Upon Author making such purchase, or if author does not exercise such right in a timely fashion, this Publishing Agreement will terminate, and HETS will have the right to dispose of any reproductive materials, and any remaining copies of the Work in such

manner as it deems advisable, free from any liability too Author for royalties or otherwise. In either such event, upon the request of Author, HETS will reconvey to Author all rights, including copyrights, acquired hereunder, excepting only any rights then existing in HETS arising out of or based upon the warranties, representations and indemnities made by author to HETS.

12. ALTERNATIVE DISPUTE RESOLUTION: Any controversy, claim, or dispute arising out of or relating to this Agreement or the breach thereof, shall be submitted to ADR in the City of San Juan, Puerto Rico and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provision shall not impair or be in lieu of the rights of either party hereto to seek injunctive relief in a court of competent jurisdiction.
13. ENTIRE AGREEMENT; MODIFICATION: This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings and agreements, oral and written, relating hereto, and may be amended at any time only in a writing signed by both parties.
14. ASSIGNMENT: This Agreement may be assigned by HETS, but may not be assigned by Author without the express written consent of HETS, in advance; the assignee thereof shall have all the rights and remedies of the original parties insofar as the same are assignable. Assignment shall be only as a whole and not as a part, nor as to any part interest therein.
15. NON-WAIVER: The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
16. NON-DISCRIMINATION: In fulfilling the obligations contained in the Agreement, Author and all those under the direction of Author involved in the performance of this contract will not unlawfully discriminate against any individual on the basis of sex, race, creed, age, color, national origin, religious belief, disability, [marital status], status as a disabled veteran, or

veteran of the Vietnam era, and will comply with all non-discriminatory laws and policies which HETS promulgates and to which HETS is subject.

17. GOVERNING LAW; FORUM: This Agreement shall be governed by and construed under the laws of the Commonwealth of Puerto Rico, which shall be the forum for any lawsuits arising from or incident to this Agreement. The San Juan Superior Court shall be the venue where any lawsuit must be filed.

18. NOTICE: Any notice to either party hereunder must be in writing, and signed by the party giving it, and either served (1) by hand, (2) through the United States Mail, postage prepaid, registered or certified, return receipt requested, or (3) through expedited mail or package service, if a receipt showing the delivery has been retained, addressed as follows:

To HETS:

Postal Address: PO Box 21345, San Juan, RP 00928-1345

Physical address: State Road No. 176 | St. Isidoro Colón | Km 0.3 Río Piedras, Puerto Rico

To Author:

Notice shall be effective upon receipt.

IN WITNESS WHEREOF, Author and the authorized representatives of HETS have executed this Agreement on this ____ day of _____, 20____, as set forth below.

HETS:

[Full Legal Name of HETS]

AUTHOR:

[Full Legal Name of Author].

Yubelkys Montalvo

(Signature)

Yubelkys Montalvo

(Printed Name)

HETS Executive Director

(Title)

by _____

(Signature)

(Printed Name)

(Title)