# A picture containing diagram Description automatically generatedDISTRIBUTION AGREEMENT

THIS AGREEMENT is made on [Insert day, month, year]

BETWEEN:

[Insert name and address of the author appointing the distributor], ("the Principal")

AND

The Book Dragon Ltd, 6 West Row, Stockton-on-Tees, TS18 1BT*,* ("the Distributor")

WHEREBY IT IS AGREED as follows:

**1. Definitions**

**1.1** "Products" shall mean the Commissary Edition Only of those products listed in Schedule 1.

**1.2** "Territory" shall mean those areas listed in Schedule 2 with provision noted for the wider distribution to family & friends of the incarcerated or buyers who are interested in purchasing the ‘Commissary Edition’ only of the Product.

**1.3** "Copyright" shall mean those copyrights held by the author for the purposes of reproducing the ‘Commissary Edition’ only of the book titles listed in Schedule 1.

**1.4** “Commissary Edition” shall mean the adapted version of the Products in terms of cover (white/black covers per FBOP/DOC policy), presentation, form, style, size, type, paper to be used (white per FBOP/DOC policy) and like details for the sole purpose of “Commissary Edition” book distribution.

**1.5** “FBOP” is the Federal Bureau of Prisons in the United States

**1.6** “DOC” is the Department of Corrections in the United States

**2. Terms of Distribution**

**2.1** The Principal hereby grants and assigns to the Distributor exclusive licence to print on demand (hard copy) or digitally reproduce (ebook) and distribute and sell in the Territory the Products under the Principal’s Copyright during the continuance of this Agreement and for the full term of copyright and all renewals and extensions thereof to the Distributor and its partner, 21st Street Publishing, LLC.

**2.2** The Distributor shall receive in a final revised form and content satisfactory to the Distributor, an English-language manuscript in a Microsoft Word document format or pdf of the Products from the Principal (or any other authorised distributor or retailer) within one month from the date of this Agreement, or other period as agreed between the Distributor and Principal.

**2.3** The price for the sale of the Products by the Distributor in the Territory shall be set by 21st Street Publishing, LLC who may revise such prices from time to time

**2.4** Nothing in the Agreement shall create a partnership or joint venture between the parties or 21st Street Publishing, LLC.

**2.5** This Agreement or any rights duties and obligations hereunder shall not be transferred by either party outside of the contractual agreement between the Distributor and 21st Street Publishing, LLC on which this Agreement is dependent on without the prior consent in writing of the other party.

**2.6** The Principal has the option to opt-out of the wider distribution with Amazon by duly indicating below. This opt-out clause is applicable only to the wider distribution with Amazon and does not affect any other terms and conditions of the distribution agreement. This opt-out clause shall remain in effect until the termination or expiration of the distribution agreement.

|  |
| --- |
| **OPT OUT** |
|  |

**3. Contract Period**

This Agreement shall remain in force on an ongoing basis and for the period of the full term of copyright and all renewals and extensions thereof,from the date of signature by the parties and thereafter **unless** **or until terminated** by either party giving the other not less than one-monthprior notice in writing.

**4. Responsibilities of Distributor**

**4.1** The Distributor shall during the continuance of this Agreement diligently and faithfully serve the Principal as their Distributor in the Territory and use their best endeavours to market, promote and encourage sales in the Territory.

**4.2** The Distributor undertakes not to alter, modify, treat or deal with the Products contrary to their supply by the Principal except with the Principal's prior written consent.

**4.3** The Distributor shall, at all times during the continuance of this Agreement, have full access to the Products and shall reproduce these in the required format for the purposes of fulfilling orders. The Distributor shall supply reports every quarter to the Principal as to distribution quantity of the Products and associated royalty payments to be computed as of January 14th and July 14th of each year of this Agreement, within one hundred and twenty (120) days of following such respective dates and shall make the payments as indicated to be due. If no payments are due in any accounting period, the Distributor shall not be obliged to render a statement.

**4.4** The Distributor shall at all times during the continuance of this Agreement maintain sufficient arrangements to sell, distribute, market and promote the sale of the Products throughout the Territory.

**4.5** The Distributor shall pay monies due to the Principal upon the “Commissary Edition” of the paperback edition(s) and electronic (eBook) edition of the Products, sold in the Territory and as reported as outlined above, seventeen percent (17%) of the retail price of the novel during the Contract Period.

**4.6** During the continuance of this Agreement the Principal shall refer all enquiries received by it for the sale of the Products in the Territory to the Distributor. The Distributor shall during the continuance of this Agreement refer all enquiries received by it for the sale of the Products outside the Territory to the Principal.

**4.7** During the continuance of this Agreement the Distributor shall not sell the Products outside the Territory or export or assist in the export of the Products from the Territory without the Principal’s prior written consent.

**5. Intellectual Property**

**5.1** The Principal grants the Distributor the right (1) to publish and distribute the Products in such style as it deems best suited to the sale of the Products; (2) to fix or alter the prices at which the Products shall be sold; (3) to determine the method and means of advertising, publicising and selling the Products for distribution purposes, and all other publishing details, including the number of copies to be printed or published, form, style, size, type, paper to be used (white per FBOP/DOC policy) and like details for the sole purpose of “Commissary Edition” book distribution.

**5.2** The Principal agrees to allow the Distributor, to grant all copyright permissions, and to acquire an ISBN number for the Products, for the purpose of retail distribution of the Products. There is no monetary outlay to the Principal in relation to the publishing and distribution of the ’Commissary Edition’ Product. The Principal also acknowledges the book cover will be title and author’s name (front). There will be no images, aside from the Book Dragon’s logo, and the US commissary provider logo. All Commissary Edition Products are white/black covers only and include no original covers, cover art or imagery.

**5.3** The Principal shall fully indemnify the Distributor against all damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of copyright in consequence of the authorised use or possession of the Products supplied by the Principal under this Agreement, subject to the following:

**5.3.1** The Distributor to promptly notify the Principal in writing of any alleged infringement of which it has notice;

**5.3.2** The Distributor must make no admissions without the Principal’s prior written consent.

**5.3.3** The Distributor will not knowingly use or grant others the right to use the Author’s name, voice, likeness or any other identifying data nor any part of the Product in any manner which could help the machine learning or training of generative artificial intelligence technologies.

**5.3.4** The Distributor will not knowingly use or allow the use of generative AI in association with the production of the 'Commissary Edition’ Product including but not limited to narrating, translating, images and cover design.

**5.4** On expiry of this Agreement all rights referred to in this Clause 5 shall expire and the Distributor agrees to immediately cease use of the Principal's intellectual property.

**6. Confidentiality**

**6.1** Both parties shall keep confidential the specific terms of this Agreement and all information relating to the Products and not disclose them to third parties save to such employees or contractors as need to know the relevant information for the purposes of performing this Agreement. The parties agree that all information in relation to the Products shall not be disclosed for a period of 3 years after the expiry of this Agreement, except where such disclosure is required by Law or by Order of a Court in the jurisdiction of England.

**6.2** The parties further agree that all information marked as a "trade secret" and reasonably judged to constitute a trade secret shall not be disclosed at any time during or after the expiry of this Agreement, except where such disclosure is required by Law or by Order of a Court in the jurisdiction of England. Confidential information and trade secrets shall consist of, but not necessarily be limited to technical, commercial, financial, operational, marketing or promotional information or data.

**7. Data Protection**

**7.1** The Distributor will be registered with the Information Commissioner's Office (ICO) and will (irrespective of any registration) comply with all data protection laws, including the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) and any legislation that subsequently adds to or amends the GDPR.

**7.2** The Distributor will take all necessary steps to protect any data provided by the Principal prior to this Agreement and any data generated under this Agreement.

**7.3** The Distributor will comply with all data protection laws within the Territories in which the Distributor operates and where the Distributor is based.

**8. Anti-Bribery Compliance**

The Distributor will at all times ensure compliance with the Bribery Act 2010, and will where necessary, and at their own expense, provide training and guidance to their own staff to ensure compliance with the Act. The Distributor will also ensure that they comply with any further anti-bribery legislation, regulations or guidance issued in the Territory or Territories in which they operate under this Agreement.

**9. Force Majeure**

Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond their reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes. If such delay or failure continues for a period of at least 90 days, the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other.

**10. Termination**

**10.1** This Agreement may be terminated without prejudice to Clause 3 or any right or remedy either party may have against the other for breach or non-performance of this Agreement if any of the following circumstances arise:

**10.1.1** Either party commits a serious or grave breach of this Agreement or persistent breaches of this Agreement including, but not limited to, non-performance, default, or neglect of that party's duties under this Agreement and such breach remains un-remedied for 90 days after notice of such breach has been given by the non-defaulting party.

**10.1.2** Where the conduct of the Distributor is likely to have a serious or detrimental effect upon the Principal’s business, products and affairs.

**10.1.3** Where the conduct of the Principal is likely to have a serious or detrimental effect upon the Distributor’s business, products and affairs.

**10.1.4** Either party is unable or has no reasonable prospect of paying their debts, the amounts or aggregate amounts which equal or exceed the bankruptcy level within the meaning of the Insolvency Act 1986 or enters into a compromise for the benefit or their creditors, or being a company become subject to an Administration Order or goes into liquidation or has a Receiver of any of their property or assets appointed or ceases or threatens to cease to carry on business.

**10.1.5** Where the Distributor or Principal commits any acts of dishonesty, fraud or theft.

**10.2** Such termination will be initiated immediately on written notice, and in accordance with Clause 11, to the other party and without prejudice to any remedy either party may have against the other for any breach committed prior to the date of such termination or which gave rise to the termination; the Distributor granted 30 days from the written notice received to complete the termination request and the removal of Product from its distribution.

**10.3** Upon termination of this Agreement for whatever reasons, the Distributor shall at the request of the Principal promptly destroy the Principals documentation in his possession or control relating to the Products or the Principal’s business activities and affairs.

**11. Notices**

**11.1** Any notice given by either of the parties under this Agreement shall be served on the other party and addressed to that party's signatory by pre-paid recorded delivery, first-class post to the receiving party.

**11.2** Any such notice shall be deemed to be effectively served as follows:

**11.2.1** In the case of service by pre-paid recorded delivery or first-class post 48 hours after posting.

**12. General**

**12.1** The paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

**12.2** The Schedules to this Agreement constitute an integral part thereof.

**12.3** Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

**12.4** No addition to or modification of any clause in this Agreement shall be binding on the parties unless made in writing and signed by the signatories to this Agreement or their duly authorised representatives.

**12.5** This Agreement sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral agreement between the parties.

**12.6** Reference to any Statutory Provisions in this Agreement shall include any Statutory Provisions, which amends or replaces it.

**13. Jurisdiction**

This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

The parties have signed this Agreement the day, month and year first above written.

[Insert principal name]

[Insert name or person signing on principal’s behalf]

[Insert their position]

Signature:

The Book Dragon Ltd

Kirsty McKay

Business Executive

Signature:

**Schedule 1**

**Product**

The Distributor will market, promote and canvass for sales for the following product:

Commissary Edition (digital, paperback or hardback) of the following title:

|  |  |
| --- | --- |
| **Book Title** | **Original ISBN Number** |
|  |  |

The Commissary Edition (digital, paperback or hardback) of the titles listed above shall include a Commissary Edition Foreword or Preface unlike the title’s original version, to be inserted into the Commissary Edition (digital, paperback or hardback) of each title.

The Commissary Edition (digital, paperback or hardback) of the titles listed above shall include a Commissary Edition Book Club Questions to be inserted or appended to each title unlike the titles original version.

The Commissary Edition (digital, paperback or hardback) of the titles listed above shall include a Commissary Edition cover blurb/synopsis of each title unlike the titles original version.

The Commissary Edition, (digital, paperback or hardback) of the titles listed above shall include the logo of The Book Dragon, (UK) and our US commissary distribution partner (US) in each Commissary Edition title unlike the titles original version.

**Schedule 2**

**Territory**

The main geographical area of the customer base of the Distributor will be:

United States of America

Where there is an additional specific demand for the Product the geographical area of the customer base of the Distributor can also be extended to:

United Kingdom

European Union

and all countries based outside of the EU

(World Postal Zones 1,2 & 3)

[Insert principal name]

[Insert name or person signing on principal’s behalf]

[Insert their position]

Signature:

The Book Dragon Ltd

Kirsty McKay

Business Executive

Signature: