



Alliance of  
Independent  
Authors



**Legal and Contracts**  
**Advice** for Indie Authors

# Sample Agreements Collaboration Agreement: Authors & Artists

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**PUBLISHING TEAM**

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**Advisory:** This Agreement is a generic example written as an educational tool for Authors. It is not a boilerplate contract intended to be used as the basis for a legally binding agreement.

## MODEL AUTHOR COLLABORATION AGREEMENT

This Agreement is made by the following two parties:

### Author One:

Name	Email Address
Address	City, State, Postal Code
Phone	Cell Phone

### Author Two:

Name	Email Address
Address	City, State, Postal Code
Phone	Cell Phone

The word "AUTHORS" will be used in this agreement when both collaborators are jointly addressed and AUTHOR ONE and AUTHOR TWO when individual authors are named.

The purpose of this agreement is to govern the creation and exploitation of the Work named in the agreement.

**NAME OF PROPERTY:**

**DESCRIPTION OF PROPERTY:**

**GOALS OF THE COLLABORATION**

The goal of this collaboration is the creation of an original work for commercial exploitation.

**DELIVERABLES**

Both Authors agree to be mutually responsible for the timely, successful completion of the Work. Though the deliverables obligations are specified singularly below both Authors agree to cooperate with each other to accomplish the goals of the collaboration.

**Author A shall provide the following contribution to the creation of the Work:**

- a synopsis, outline or treatment
- a completed manuscript
- permissions as required
- Other (specify):

**Author B shall provide the following contribution to the creation of of the Work:**

- a synopsis, outline or treatment
- a completed manuscript
- permissions as required
- Other (specify):

**DEFAULT OF SOLE AUTHOR**

Default by a single Author shall be handled as follows:

--Should an Author fail to perform the writing obligations as specified in this agreement and the Authors are obligated to return monies to a third party the defaulting Author agrees to be solely responsible for the return of those monies

--Should an Author fail to perform the writing obligations as specified in this agreement the remaining Author shall have the right to serve such Author with notice and should no cure be achieved within 90 days the remaining Author shall have the right to terminate this agreement. In such instance all currently existing work shall be the property of the remaining Author unless otherwise agreed to in writing prior to the termination

In both instances above should there be a dispute both parties agree to negotiate it in good faith to resolve it or seek Arbitration.

**OWNERSHIP**

The Authors agree that the Work created under the terms of this agreement shall be owned equally.

Among other things this means:

- the copyright shall be owned jointly and in equal shares by both Authors.
- all income generated by the Work shall be shared equally by both Authors
- all decisions regarding the commercial exploitation of the Work shall be mutually agreed

--any agents or other personnel hired to represent or exploit the Work shall be mutually agreed

Should ownership not be in equal shares, the Authors agree to the following:

--Copyright shall be in the name of:

--Income generated by the Work shall be divided as follows

Book Publishing Income	Author A:	Author B:
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Non-Book Publishing Income (movie, t.v., games, commercial and merchandising)		
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	Author A:	Author B:
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Future Books based on the Work:	Author A:	Author B:
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### **RECEIPT OF MONIES, PAYMENT AND REPORTING OBLIGATIONS**

The Authors agree that Author A or Author B (strike one) shall serve as the payee for all monies received under this agreement. That Author shall be a fiduciary for both Authors, jointly and separately and shall be obligated to pay the other Author their share of all income within 7 business days of receipt. All payments shall be accompanied by the supporting documentation related to that or transmitted shortly thereafter should there be a delay in receiving the documentation.

### **EXPENSES**

Both Authors agree to be responsible for their own customary expenses related to the Work. For extraordinary expenses approved by both parties those costs shall be charged to the Work and deducted from first monies received by the Authors.

**CREDIT:**

The Authors shall be credited equally as the writers of the book as follows, with their names being decided in alphabetical order.

**WARRANTY AND INDEMNITY**

Both Authors recognize the potential adverse consequences of a legal problem related to the creation and exploitation of the Work and agree to scrupulously adhere to the norms of authorship and book creation. Should any potential legal problem arise they agree to promptly inform the other.

Authors make the following warranties to each other:

--their work shall be original

--they have made no agreement with any third party that would affect the creation and exploitation of the Work

--if permissions are required from any third party they will inform the other and acquire those permission

--their contribution shall not breach the copyright of any third party

**INDEMNITY**

The Authors agree to indemnify each other should a problem arise regarding the warranties as specified above. Should both Authors be liable for any breach of those warranties both Authors shall be responsible for any compensation. Should Author A or Author B be solely responsible they agree to indemnify the other and be solely responsible for all compensation necessary to settle the problem,

## **RESOLUTION OF DISPUTES**

Should a dispute arise regarding any provisions of this agreement or any actions taken by either Author relating to the Work they agree to negotiate in good faith a fair resolution.

Both Authors acknowledge the prohibitive cost and jurisdiction issues related to resorting to the legal system and agree instead to resolve disputes through ARBITRATION.

Both parties agree to the following terms of ARBITRATION:

## **WITHDRAWAL OF AUTHOR**

Should an Author withdraw from this agreement they agree to formally withdraw by doing so in writing and such withdrawal shall be binding on both parties. Prior to withdrawal both parties agree to negotiate the terms of their withdrawal.

## **DEATH AND DISABILITY**

This agreement shall inure to the benefit of the heirs of either Author in event of their death so long as the work described hereunder has been completed prior to their death. Should an Author die prior to the completion of their duties the remaining Author shall have the right to continue this agreement and compensate the heirs in direct proportion to the amount of work completed. The same provisions shall apply in case of Author disability.

## **ASSIGNMENT**

The writing obligations contained in this agreement cannot be assigned to a third party without the written consent of the second Author. Once the work has been completed the agreement can be assigned to a third party, subject to notice to the remaining Author.

**APPOINTMENT OF AGENT**

Both Authors have agreed to hire the following agent to represent the Work:

Name of Agent

Agency

Email Address

Address

Phone Number

**SIGNATURES**

By signing below, both parties agree to be bound by the terms of this Agreement.

SIGNATURE LINE AUTHOR A:

Email Address

Tax I.D. # (if applicable)



SIGNATURE LINE AUTHOR B:

Email Address

Tax I.D. # (if applicable)



The Alliance of Independent Authors offers general publishing and self-publishing legal advice, and a contract review service, to members.

Contact Member Care:  
[info@allianceindependentauthors.org](mailto:info@allianceindependentauthors.org)

All legal advice offered by the AskALLi team is general advice only. For specific queries, always consult a suitably qualified professional with a speciality in book publishing and self-publishing law.

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