

The Model Contract

(Confidential: For NWU members only)

NWU Ghostwriting & Collaborations Contract

(See the [Guide to the Model Contract](#) for explanations of these clauses.)

This agreement dated _____ is between _____ (hereinafter called the "The Author"), c/o agent _____; and _____ (hereinafter called the "The Writer"), c/o agent _____.

Whereas The Author desires to have a book written by The Writer on the following theme: _____ with an approximate length of _____ words (hereinafter "The Work"); and

Whereas The Writer agrees to allocate the time necessary to write The Work in accordance with the terms and conditions of this Agreement; and

Whereas The Author and The Writer desire to work with each other exclusively to produce The Work, to have it published, and to exploit their subsidiary rights in The Work, it is agreed as follows:

1. The Author shall pay The Writer the sum of \$ _____ to write a full proposal through which to offer The Work to publishers. The proposal will consist of an overview, an annotated table of contents and a sample chapter. Half this amount will be payable upon signing of this agreement, the remainder when the completed material is delivered. The Writer will comply with reasonable requests for revisions at no additional cost, but The Writer reserves the right to require an additional fee for major rewrites.

2. Upon the sale of the proposal and the signing of a publisher's contract, The Writer shall write The Work. The Author agrees to make him/herself available to The Writer for at least _____ hours of interviews within the following period of time: _____. The Author agrees to provide The Writer with the following materials to assist in the writing of The Work: _____

3. The Work shall be offered to publishers as a joint project of The Author and The Writer. Copyright in The Work shall be held jointly in the names of The Author and The Writer.

4. All agreements with respect to the publication of The Work and any of its subsidiary rights shall be negotiated by the agent or agents representing The Author and The Writer.

5. All agreements with respect to the publication of The Work and any of its subsidiary rights shall be subject to the approval of both The Author and The Writer. Both parties shall be signatories to such agreements and shall receive fully executed copies of such agreements. Royalty statements and other accounting reports shall be sent to both parties.

6. The initial advance on royalties from the publisher shall be paid entirely to The Writer to provide an income while he or she writes The Work. The balance of the advance payable upon acceptance of the manuscript shall be paid to The Author. Once The Work is published and has earned revenues sufficient to earn out the advance, subsequent revenues from royalties and from the sale, lease, license or other disposition of any and all rights in The Work shall be made as follows:

50 percent to The Author; 50 percent to The Writer

All divisions of proceeds are to be calculated on the net amount available after payment of agents' commissions.

If the initial advance offered by the publisher is deemed insufficient by The Writer to provide an adequate income during the completion of The Work, The Writer may request that The Author advance the difference, or else The Writer may withdraw from the project. In the latter case, the parties will negotiate a mutually agreeable contract rescission.

[Note: On the question of money, in particular, there are wide variations in possible arrangements, so you should read the following Guide carefully and consult an NWU contract advisor.]

7a. The Author and The Writer shall both be granted authorship credit on all editions of Work--including dust jackets, title pages--as well as all promotional materials related to The Work. The credit shall read: _____.

--or--

7b. The Author shall be granted authorship credit on the book jacket and title page in all editions of The Work as well as in all promotional materials. The Writer shall be granted credit as the writer in the Acknowledgments to The Work in all editions.

8. The Writer agrees to give the Author an opportunity to review the manuscript at regular intervals during the writing process, and the two of them will discuss the progress of The Work and attempt to resolve any editorial differences. The Author shall have the right to approve the final text of The Work prior to its being delivered to the publisher pursuant to any publishing agreement. The Writer shall have the right to communicate directly with the editor assigned to The Work by the publisher and to be present at all editorial conferences about The Work.

9. The Author and The Writer acknowledge that the ultimate decision as to the acceptability of the manuscript shall be vested in the publisher in accordance with the agreement signed with such publisher. The Author and The Writer agree to cooperate in making such changes in the manuscript as the publisher may require.

10. Expenses incurred by The Author and The Writer in the course of preparing The Work shall be divided as follows:

11. The Author hereby represents, warrants and agrees that:

a) he/she has a bona fide intention to cooperate with The Writer in the preparation of a manuscript for delivery to the publisher;

b) he/she has no other contractual commitment of any kind that might conflict or interfere with the performance of his/her obligations hereunder;

c) all information, anecdotes, and other oral, written and recorded material furnished to The Writer shall be based on The Author's own life and experience [or shall be based on The Author's own work]; that it shall have originated with The Author and does not infringe upon or violate any copyright, proprietary right or the right of privacy; and that it shall not constitute a libel or slander against any person, firm or corporation.

d) The Author will indemnify and hold The Writer (and his/her successors, executors, administrators and assigns) harmless from any and all claims, demands, suits, costs and expenses relating to The Work.

12. The Writer hereby represents, warrants and agrees that:

a) he/she has a bona fide intention to cooperate with The Author in the preparation of a manuscript for delivery to the publisher;

b) he/she has no other contractual commitment of any kind that might conflict or interfere with the performance of his/her obligations hereunder;

c) all material written by The Writer shall be based on information supplied by The Author and shall not, to the best of The Writer's knowledge, infringe upon or violate any copyright or proprietary right.

13. All warranties and representations of The Author and The Writer shall survive the termination of this agreement.

14. _____ is hereby designated and appointed as the sole and exclusive agent for The Author for this Work and _____ for The Writer for this Work. The above shall be entitled to a sum equal to 15 percent (shared between them if two agents are involved) of all payments and proceeds paid or payable to The Author and The Writer in connection with The Work; except, however, that the agent(s) shall be entitled to a combined total of up to 20 percent with respect to the sale of reprint and translation rights negotiated by the agent(s) outside the United States of America

and Canada.

15. If The Work is ultimately not accepted by the publisher and cannot be resold, ownership of The Work and all material shall revert to The Author, and The Writer shall not be entitled to make any other use of The Work without the express consent of The Author.

16. If The Author dies before completion of the manuscript, all rights herein conferred to him/her shall devolve to his/her executors, administrators or such other person as he/she may designate in his/her will, who shall continue with publication of The Work and exploitation of its subsidiary rights, assuming The Writer already has sufficient material to complete The Work.

If The Writer dies before completion of the manuscript:

a) His/her estate shall have the right to retain any advances received prior to his/her death;

b) The Author shall have the right to engage someone else to complete the manuscript;

c) The publisher shall be asked to determine what portion of The Work had been completed by The Writer, and The Writer's estate shall be entitled to that portion of all remaining monies that are earned through the publication of The Work and the exploitation of its subsidiary rights.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, administrators and assigns, it being acknowledged, however, that all rights, duties and obligations of the parties hereto are personal and non-assignable except that either party shall be entitled to assign all or a portion of the proceeds payable to him/her.

18. This Agreement constitutes the entire understanding of the parties and may not be changed except by written agreement of both parties.

19. This Agreement shall be governed and interpreted in accordance with the laws of the United States and the state of _____.

[20. Any disputes between the parties hereunder shall be settled by arbitration in _____ under the rules of the American Arbitration Association, and judgment may be entered thereon in any court of competent jurisdiction.]

IN WITNESS THEREOF, the parties hereto have caused this agreement to be duly executed on the ___ day of _____ 20__:

The Author and Witness

The Writer and Witness

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