

## EDITORIAL PUBLISHING AGREEMENT

On the one hand: \_\_\_\_\_; acting in his own name and representation, of legal age, domiciled at: \_\_\_\_\_; provided with identity number: \_\_\_\_\_ and nationality: \_\_\_\_\_; hereinafter: **The AUTHOR**.

On the other hand: Jorge L Leon Gonzalez; acting in his own name, of legal age, in full use of his mental faculties and representing **SOPHIA EDITIONS**; located at 8404 N Rome Ave, LOT 13. Tampa, FL, 33604. Provided with identity number L525-432-79-469-0, of Cuban nationality and resident in Tampa, FL, USA. Representing **SOPHIA EDITIONS**, as owner, according to powers granted by the state of Florida, USA, with registration number L24000306364; hereinafter: **THE EDITOR or EDITORIAL**; sign this contract, which will be governed by the following clauses and provided for in them.

### AUTHOR'S STATEMENTS

Under this publishing contract, THE AUTHOR of the work declares that:

1. The work that is the subject of this contract is your original creation and with it you have not broken, violated or violated any moral or patrimonial right of the author, therefore you guarantee THE EDITORIAL that you have not incurred in acts of plagiarism or impersonation.;
2. Is the owner of the economic rights over the work that is the subject of this contract;
3. You have not signed a publishing contract for the work with any other company and/or publishing house. Therefore, likewise, the work has not been published previously;
4. THE AUTHOR guarantees that, given his capacity as author of the work, he is the sole owner of the corresponding economic rights over it. So, if there is eventually a third party that intends to claim the right over it, so that the PUBLISHER or other third parties could be affected by such claim, THE AUTHOR undertakes to resolve any irregular situation; assuming the amounts and concepts that they would have been required to pay or that they would be required to pay, as well as to compensate them for any damage that may be caused as a result;
5. Knows the scope and detail of each and every one of the clauses that form part of this contract, and in its analysis and signing there has been no defect of will that could invalidate it;



6. Expressly authorizes the PUBLISHER to include the work in the indexes and search engines it deems necessary to promote this publication;
7. THE AUTHOR authorizes THE PUBLISHER to use his name and image in advertising the WORK; Likewise, it undertakes to collaborate, at the request of THE EDITORIAL, in its promotional events.

## CLAUSES

**FIRST: OBJECT.** - THE EDITORIAL, undertakes with THE AUTHOR to publish the work. In particular, this contract will imply that THE EDITORIAL will execute its obligations: i, review and evaluation; ii . obtaining an ISBN and barcode; iii . carry out the layout and layout; iv . cover design; v. placement on your website and promotion and sale (in some cases) on widely distributed digital platforms; vi. copyright and legal deposit of the work (Library of Congress USA); and vii . grant certificate of publication.

**SECOND: COPYRIGHTS.** - Under this contract, THE AUTHOR will have the following rights:

1. Receive from THE EDITORIAL one (1) digital copy (E-Book) of the work. In the case of printed copies, they will be received according to the chosen plan. The time and delivery of the printed copies will depend on the geographical distance between the two.
2. During the validity of this contract, THE EDITOR may carry out a maximum of 3 editions. In the event that after the first edition, THE AUTHOR intends to modify the original, he must notify THE EDITORIAL in sufficient time and within a period of less than three months from the last edition or reprint. THE PUBLISHER, in view of the modifications requested by THE AUTHOR, will inform you of the decision it adopts, which, whatever it may be, cannot be cause for termination of this contract. In case of acceptance by THE EDITORIAL, it must incorporate the accepted modifications in the next reissue;
3. Your moral rights over the work that is the subject of this contract are respected; and
4. THE AUTHOR will retain the moral rights in perpetuity.

**THIRD: OBLIGATIONS OF THE AUTHOR.** - Under this contract THE AUTHOR has the following obligations:

1. Deliver to THE EDITORIAL a copy of the complete work in digital format and all the necessary information. Once THE AUTHOR has delivered the work to THE EDITORIAL, he/she may not introduce more modifications than those he/she deems essential and if these exceed 5% of the total length of the work, the cost of incorporating said corrections will be borne by of the AUTHOR;
2. Keep a backup copy of the original text of the work, which may be requested by THE EDITORIAL, when required during the editing process;



3. Consider the suggestions that THE EDITORIAL offers you in a week. If the Author does not communicate after time, the work will be understood as accepted;
4. Comply with the schedule agreed with the text editor;
5. Review the modifications presented by THE EDITORIAL in one week, for final approval. If THE AUTHOR and THE PUBLISHER do not agree on this point, the opinion of the academic reviewers will be taken into account. If THE AUTHOR does not communicate after the agreed time, the decision of THE PUBLISHER will prevail. The modifications will only be of style and form.

**FOURTH: OBLIGATIONS OF THE PUBLISHER.** - Under this contract, THE EDITORIAL has the following obligations:

1. Carry out the review, correction and evaluation of the text;
2. Keep the copy provided by THE AUTHOR;
3. Do not modify the originals delivered by THE AUTHOR, with the exception of spelling, grammar and style corrections suggested by the proofreaders;
4. Maintain communication with THE AUTHOR throughout the editorial process;
5. Advise the author in creating their Amazon KDP account;
6. Promote the work, where the name of the AUTHOR appears and where the international mention of intellectual property reservation is included followed by the name and surname of the AUTHOR and the year of the first edition, in addition to the mention of the publisher's copyright;
7. Do not make a new edition without giving the AUTHOR the opportunity to make the pertinent reforms and corrections.

**FIFTH: COPYRIGHT REGISTRATION OF THE WORK.** - If the copyright of the work is not registered, it will be registered by THE EDITOR, at the time of first publication, in the name of the AUTHOR, in the United States. The copyright notice will be printed in the name of the Author. THE PUBLISHER shall also have the right to effect any renewal of copyright provided by law and the right to any assistance from the AUTHOR or his heirs, successors or assigns essential thereto.

**SIXTH: WARRANTIES AND INDEMNIFICATION OF THE AUTHOR.** -If any lawsuit is initiated, THE EDITOR will immediately notify the AUTHOR. THE AUTHOR is responsible for any claim or demand by a third party for violation of copyright and will release the Publisher from any problem or liability. In this way, THE AUTHOR will be responsible for the legal representation costs of THE PUBLISHER, and if THE PUBLISHER is convicted, THE AUTHOR will be liable for all the sanctions imposed. Likewise, THE AUTHOR will be responsible for compensating THE EDITORIAL for any measure decreed against him.



**SEVENTH: ADVERTISING AND PROMOTION.** - THE AUTHOR authorizes THE EDITORIAL to store and use his or her personal data, within the limits and legal prohibitions, and for the exclusive purposes of commercial communications with THE EDITORIAL. THE PUBLISHER will have the right to use, and grant licenses to others to use, the name, image and biographical material of the AUTHOR for advertising and promotion provided that THE PUBLISHER has obtained the approval of the AUTHOR, who may not unjustifiably refuse such use. THE AUTHOR, whenever his professional possibilities and time availability allow, undertakes to participate in the promotional events and events that THE EDITOR considers necessary, on dates determined by mutual agreement, including travel expenses where appropriate. by the AUTHOR.

**EIGHTH: METHOD OF PAYMENT.** – THE AUTHOR, once he selects the plan he needs, will pay the publisher half of the cost of said plan when signing this contract and the rest once his book is ready and published in the catalog. THE PUBLISHER is committed to helping the AUTHOR create their Amazon KDP account so that they can publish their book and obtain all sales royalties.

In the case of authors who live in countries where the Amazon KDP service is not offered, THE PUBLISHER will assume the sale of the book, in agreement with THE AUTHOR regarding the price. In this case, the AUTHORS will receive an original report from the EDITOR of all the PUBLISHER's sales of all works, monthly, where they will be able to verify if there were sales of their work. Previously, the AUTHORS will define with the EDITOR the price of the work. The publisher, in these cases, will receive 15% royalties. The EDITOR reserves the right to bear the expenses of works of interest to the PUBLISHER, only for promotion. The PUBLISHER will pay in the currency where the author resides the royalties agreed upon and paid by Amazon and will not assume currency differences or shipping charges.

**NINTH: EDITIONS AND TRANSLATIONS IN OTHER LANGUAGES:** THE AUTHOR accepts that he cannot authorize editions of the work anywhere in the world, during the duration of this contract. THE PUBLISHER is authorized to negotiate with third parties the edition, in any form, of the work, including a language other than that agreed in this contract.

**TENTH: DURATION OF THE CONTRACT.** - This contract is agreed for a duration of two (2) years, counted from the date of its acceptance.

**ELEVENTH: ISSUANCE OF PUBLICATION CERTIFICATES.** -The publisher will issue a publication certificate at the author's request when required for use for academic purposes.





And in proof of conformity, both parties sign this document, in duplicate and for a single purpose, in the city of Tampa, FL, USA, on \_\_\_\_\_ days, of the month of \_\_\_\_\_, of the year 202\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date:

