

Translation and Publication Rights Agreement

AGREEMENT made on this ____ day of _____ 2015 between **Pratibha Eastwood** (“author”), at PO Box 61537, Honolulu, HI 96839 and _____ (“Publisher/Translator”) at _____ (address).

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. AGREEMENT BETWEEN AUTHOR AND PUBLISHER/TRANSLATOR

The **Author** hereby contracts with the **Publisher/Translator** to translate and publish the following (hereinafter called the “**Work**”)

“**Nine Windows to Wholeness: Exploring Numbers in Sandplay Therapy**”

2. REPRESENTATIONS AND WARRANTIES

The **Author** represents that she is the sole proprietor of the **Work** and that the **Work** to the best of her knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons and does not infringe on any existing copyright.

3. DELIVERY

The Author agrees to deliver to the Publisher/Translator a complete electronic English text of the Work upon execution of this agreement. This is to include all text in the book, including but not limited to: image files, photo captions, charts and illustrations, appendices and index. (There are no page number assignments on the index.)

4. PUBLICATION

The Publisher/Translator agrees to publish the Work in book form at its own expense by _____ (Date).

5. EDITING AND PROOFREADING

The Publisher/Translator shall make no changes in. additions to, or eliminations from the manuscript, charts or images without the consent of the Author.

6. PAYMENT TO AUTHOR

The Publisher/Translator shall pay to the Author a fee of \$_____ USD (Net after taxes) for exclusive rights to the Work in the following language _____ in the following country _____. In addition the Publisher/Translator agrees to pay the Author an additional 10% (net) royalty on every book sold. The Publisher/Translator agrees that the first print run will be

between _____ and _____ copies. Payment of \$ _____ USD (net) will be required in advance when the Agreement is finalized and signed, then Royalty payments will be rendered by check on a quarterly schedule.

7. AUTHORS COPIES

Two (2) complimentary copies of the published text will be given to the Author. The Author shall be permitted to purchase copies for their personal use at a discount of forty percent (40%) of the retail price.

8. REVERSION AND TERMINATION

If the Publisher/Translator shall, during the existence of this Agreement, default in the publication or in the delivery of the completed work to the Author, this Agreement shall be rendered null and void.

9. ASSIGNMENT

No assignment of this Agreement, voluntary or by operation of the law, shall be binding upon either of the parties without the written consent of the other.

10. LAW AND ARBITRATION

This Agreement is made subject to the laws of the Honolulu, HI (USA) and any disputes or differences arising between the parties in respect to the construction or otherwise of this Agreement shall be addressed by Arbitration in Honolulu, HI (USA).

11. NOTICES

Any written notice required under any of the provisions of this Agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth above, except as the address may be changed by notice in writing.

12. WAIVER

A waiver of any breach of this Agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in anywise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing and signed by both parties.

13. INHERITANCE

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Author and/or the Publisher/Translator.

14. ALTERATION

This Agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher/Translator.

15. COPYRIGHT NOTICE

Each copy of the Work will contain a notice in English and the translated language that states the following verbatim:

Nine Windows to Wholeness: Exploring Numbers in Sandplay Therapy
_____(name of translated language) **Language Edition**
Copyright: © 20__ by _____ (name of Publisher/Translator)
All Rights Reserved

16. ANNUAL REPORTS OF SALES

Annual reports of the amounts of books printed and number of sales shall be provided by the Publisher/Translator to the Author on the 31st of January each year for the term of the Agreement.

Signed: _____

Date: _____

Pratibha Eastwood
Author

Signed: _____

Date: _____

Publisher/Translator