

PUBLICATION AGREEMENT

Agreement No: _____

Execution Date: _____

BETWEEN:

THE PUBLICATIONS DEPARTMENT

Research Centre, Sigiriya Global University

(hereinafter referred to as "the Publisher")

(First Party)

AND:

Mr./Ms. _____

Address: _____

(hereinafter referred to as "the Author")

(Second Party)

WHEREAS the Author has created an original work and wishes to publish it through the Publisher; and

WHEREAS the Publisher operates a publication service through the Research Centre of Sigiriya Global University;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE 1: THE WORK

1.1 Description of Work

The Author has submitted to the Publisher for publication a work entitled:

" _____ "

Type: Research Work Novel Poetry Collection Other: _____

(hereinafter referred to as "the Work")

ARTICLE 2: CONFIDENTIALITY AND REVIEW

2.1 Manuscript Confidentiality

The Publisher shall maintain strict confidentiality of all manuscripts submitted by the Author and shall not disclose the content to unauthorized third parties.

2.2 Anonymous Peer Review

All manuscripts shall be submitted to the Academic Review Committee for peer review with the Author's identifying information removed. Only the content shall be evaluated during the review process.

2.3 Review Timeline

The Publisher agrees to provide the Author with the Academic Committee's written decision within ten (10) working days of manuscript submission.

ARTICLE 3: PUBLICATION TIMELINES AND PROCESSES

3.1 Publication Methods

The Publisher offers two publication timelines:

- Express Process: Completion within thirty (30) days of final payment
- Standard Process: Completion within sixty (60) to one hundred twenty (120) days

3.2 Delay Provisions

If the Publisher fails to complete printing within one hundred eighty (180) days from the date of final manuscript approval and full payment, the Author shall have the right to:

- (a) Request a full refund of all payments made; or
- (b) Submit the manuscript to another publisher without penalty

3.3 Pre-Production Estimate

Upon Academic Committee approval, the Publisher shall provide the Author with a detailed written cost estimate covering all aspects of book production, including but not limited to: typesetting, cover design, editing, proofreading, printing, and binding.

3.4 Production Services

At the Author's request and as included in the cost estimate, the Publisher shall provide:

- (a) Professional typesetting and page layout
- (b) Cover design and artwork
- (c) Editorial and proofreading services
- (d) Print production management

3.5 Proof Security

The Publisher agrees not to distribute proofreading drafts in any format (digital or physical) to unauthorized parties. Proofs shall be shared only with the Author for approval purposes.

3.6 Legal Deposit

The Publisher shall be responsible for submitting the required number of copies to the Library Services Board and any other statutory authorities as mandated by Sri Lankan law.

ARTICLE 4: AUTHOR'S OBLIGATIONS

4.1 Manuscript Submission

The Author warrants that the complete manuscript submitted is original, does not infringe upon any copyright or intellectual property rights, and is not currently under consideration by any other publisher.

4.2 Initial Payment (50% Deposit)

Upon receiving Academic Committee approval and the written cost estimate, the Author agrees to pay fifty percent (50%) of the total estimated production costs within _____ days. This payment constitutes the effective date of contract activation.

4.3 Final Payment (50% Balance)

The Author agrees to pay the remaining fifty percent (50%) balance upon completion of pre-press work and before the Work is sent to print. The Publisher shall provide written confirmation of payment receipt.

4.4 Exclusivity Period

The Author agrees not to publish the Work with any other publisher for a period of five (5) years from the execution date of this agreement, unless the Publisher fails to fulfill its obligations under Article 3.2.

4.5 Payment Documentation

The Author shall retain all payment receipts as proof of transaction for the duration of this agreement.

ARTICLE 5: PRINTING METHODS AND COPY DISTRIBUTION

The parties hereby select ONE of the following publication models:

<input type="checkbox"/> METHOD 1: AUTHOR-FUNDED PUBLICATION
Financial Responsibility: 100% Author
Copy Distribution: 80% Author / 20% Publisher
The Author bears all production and printing costs.
The Author receives eighty percent (80%) of printed copies.
The Publisher receives twenty percent (20%) for institutional use,

promotional purposes, and library distribution.

METHOD 2: PUBLISHER-FUNDED PUBLICATION

Financial Responsibility: 100% Publisher

Copy Distribution: 10% Author / 90% Publisher (First Edition)
25% Author / 75% Publisher (Subsequent)

The Publisher bears all production and printing costs.

The Author receives ten percent (10%) of first edition print run.

For second and subsequent printings, the Author's share increases
to twenty-five percent (25%).

METHOD 3: CO-FUNDED PUBLICATION

Financial Responsibility: 50% Author / 50% Publisher

Copy Distribution: 40% Author / 60% Publisher

Production and printing costs are shared equally.

The Author receives forty percent (40%) of printed copies.

The Publisher receives sixty percent (60%) of printed copies.

Total Print Run (First Edition): _____ copies



ARTICLE 6: SPECIAL PROVISIONS

6.1 Library Sales and Distribution

Regardless of the publication method selected, the Publisher retains exclusive rights to manage sales and distribution to all public and university libraries in Sri Lanka. This provision serves the Publisher's institutional mission and ensures proper academic dissemination.

Revenue from library sales shall be distributed according to the copy distribution ratio specified in the selected publication method.

6.2 Attribution and Acknowledgment

The Author agrees to acknowledge the Publisher (Sigiriya Global University – Research Centre) in all public presentations, seminars, media interviews, book launches, and promotional activities related to the Work.

6.3 Marketing and Promotion

The Publisher may use excerpts, cover images, and promotional materials related to the Work for marketing purposes, including but not limited to social media,

websites, catalogues, and academic conferences.

ARTICLE 7: INTELLECTUAL PROPERTY RIGHTS

7.1 Copyright Ownership

The Author retains full copyright ownership of the Work. The Author grants the Publisher the non-exclusive right to publish, distribute, and market the Work in print format within the terms of this agreement.

7.2 Warranties

The Author warrants that:

- (a) The Work is original and does not infringe any copyright or intellectual property rights;
 - (b) The Work contains no defamatory, obscene, or unlawful material;
 - (c) All permissions for third-party materials have been obtained.
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ARTICLE 8: TERM AND TERMINATION

8.1 Agreement Duration

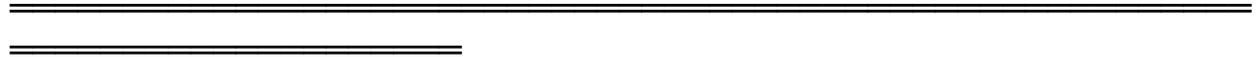
This agreement shall remain in effect for five (5) years from the execution date, unless terminated earlier by mutual written consent or for breach of contract.

8.2 Renewal

This agreement may be renewed for additional terms by mutual written agreement of both parties prior to the expiration date.

8.3 Termination for Breach

Either party may terminate this agreement if the other party fails to fulfill its material obligations and does not cure such breach within thirty (30) days of receiving written notice.



ARTICLE 9: GENERAL PROVISIONS

9.1 Entire Agreement

This agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements.

9.2 Amendments

Any amendments to this agreement must be made in writing and signed by both parties.

9.3 Governing Law

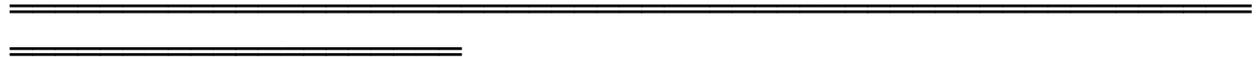
This agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

9.4 Dispute Resolution

Any disputes arising from this agreement shall be resolved through good-faith negotiation. If negotiation fails, disputes shall be referred to mediation before pursuing legal action.

9.5 Notices

All notices under this agreement shall be in writing and delivered to the addresses specified in this agreement or as subsequently updated in writing.



ARTICLE 10: EXECUTION

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above, having read, understood, and agreed to all terms and conditions herein.

FIRST PARTY – THE PUBLISHER

Signature

Name and Designation

Publications Department

Research Centre, Sigiriya Global University

Date: _____

SECOND PARTY – THE AUTHOR

Signature

Name (Print)

National Identity Card No./Passport No.

Date: _____

WITNESSES (Optional but Recommended)

Witness 1:

Witness 2:

Signature

Signature

Name

Name

Address

Address

SELECTED PUBLICATION METHOD: Method 1 Method 2 Method 3

