

University of Texas Press

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THE STATE OF TEXAS, COUNTY OF TRAVIS

This Agreement made the 29th day of April 1999 by and between

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(hereinafter called "Author," and ~~meaning all of them collectively if there is more than one~~
~~author~~) and The University of Texas at Austin (UNIVERSITY OF TEXAS PRESS), Post Office
Box 7819, Austin, Texas, 78713-7819 (hereinafter called "Publisher").

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BROWN TIDE RISING: Metaphoric Representations of Latinos in the Print Media

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(d) The Author shall, when requested by the Publisher, execute all documents which may be necessary or appropriate to enable the Publisher to exercise or deal with any of the rights granted hereunder.

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(a) The Author agrees to deliver to the Publisher on or before 01 August 1999, two (2) double-spaced printouts of the complete manuscript for review, and, no later than six (6) months after approval of the Work by the Faculty Advisory Committee of the University of Texas Press, the Work in its final version on disc(s) and in three (3) double-spaced printouts, in form and content satisfactory to the Publisher, including permissions and all other material as described in Paragraphs 2 (d) and (e) required to put the manuscript into production.

(b) The length of the manuscript shall be approximately 50,000 words and include the following illustrations: 10 black and white illustrations, 7 tables, 5 figures

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no illustration
7 table
1 figure
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(c) If the Author fails to deliver a satisfactory manuscript on time, the Publisher will have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid, and this requirement shall survive the termination of this agreement.

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Special Provisions: n/a

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(a) The Publisher may publish or permit others to publish, broadcast, telecast, or transmit on-line or by any other electronic or optical method of transmission, or otherwise reproduce, without charge and without royalty, brief selections from the Work for publicity purposes that may benefit the sale of the Work.

Recordings for the Blind and Physically Handicapped

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(c) The Publisher may use the name and likeness of the Author on the jacket and cover, and generally in connection with the advertising, promotion, and exploitation of the Work and of any derivative work based on the Work.

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(b) the Publisher shall remit to the Author 15% of any option payments and 60% of the Publisher's net receipts from other payments for the licensing or other transfer of the following performance rights: dramatization, public reading, radio, sound recording, motion picture, television, computer, videocassette.

(c) For purposes of this Paragraph "net receipts" shall mean payments that the Publisher actually receives in excess of \$50.00 and after all manufacturing costs, commissions, foreign taxes, and other charges have been deducted.

(d) If there is more than one author, payments shall be divided between authors as follows:

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During the term of this agreement, the Author agrees not to make, write, edit, publish or furnish to any other publisher, without the Publisher's written consent, a work on the same subject and of the same content and character as the Work or any derivative works made or licensed by the Publisher pursuant to this agreement if in the Publisher's opinion the publication, distribution, transmission, or public performance of such a work would clearly conflict with the sale of the Work or the exercise or license of any rights granted to the Publisher under this agreement.

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The Publisher shall furnish the Author, free of charge, 4 copies of the casebound edition, audiocassette, videocassette, CD-ROM, and other multimedia products of the Work as published, and 10 copies of the paperbound edition. Any additional copies desired by the Author for personal use (not for resale) shall be supplied at a discount of 40% from the list price, without royalty to the Author.

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If there is more than one author, Author copies will be divided between the authors as follows:

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The Publisher shall render to the Author in October of each year an annual statement of account as of the preceding August 31. Each statement shall be accompanied by payment of all sums due thereon. If in any yearly period the total payments due are less than \$50.00 the Publisher shall render the statement but may defer the payment until such time as the sum of \$50.00 or more shall be due. In a situation where large advance sales warrant it, the Publisher may establish a reasonable reserve for returns and reduce the amount payable accordingly. At the next payment period, the amount payable will be adjusted to include unused reserve funds. Any share of net receipts from subsidiary rights sales as defined in Paragraph 9 will be included in the annual royalty statement and payment.

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(a) The Work shall be considered to be "in print" if it is offered for sale by the Publisher in any edition in the United States or if it is offered for sale in any edition under license from the Publisher during the term of this agreement or if it is available on-line or in a multimedia format under license from the Publisher during the term of this agreement and the license continues to generate payments to the Publisher in excess of \$50.00 per year. In the event that the Publisher fails to keep the Work in print and the Author makes a written request of the Publisher to keep the Work in print, the Publisher shall, within sixty (60) days after receipt of a written request, notify the Author in writing of the Publisher's decision in the matter. If the Publisher elects to keep the Work in print, the Publisher shall have six (6) months thereafter to make copies of the Work available again. In the event that the Publisher elects not to keep the Work in print or fails to comply with the six (6) months' deadline (unless the failure is due to circumstances beyond the Publisher's control), then this agreement shall terminate and all rights granted to the Publisher shall revert to the Author. The Publisher shall inform the Author in writing about the Publisher's decision to let the Work go out of print.

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14. APPROVAL OF THE FACULTY ADVISORY COMMITTEE OF THE UNIVERSITY OF TEXAS PRESS

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The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the Publisher concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

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This agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the Publisher shall include their heirs, successors, assigns, and personal representatives. If there is more than one person who is the Author hereunder, then each person shall be jointly and severally liable for the fulfillment of the Author's obligations under this agreement.

n/a is hereby designated as the representative of the authors and the Publisher may deal with the representative and rely on the representative's acts and agreements as representative of and binding upon the other authors.

17. NOTICE

Notice to each party may be accomplished by writing to the party's address as set forth in the preamble to this agreement. A party may change its address by written notification to the other party.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

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