

Thesis and Dissertation Sale, Distribution and Commercial Discovery Agreement

This Agreement is between the author ("Author") and BiblioLabs, LLC ("BiblioLabs"). Under this Agreement, Author grants BiblioLabs the non-exclusive right to publish in print for commercial distribution and discovery the dissertation or thesis, abstract, and index terms (the "Work") provided by Author directly or through their college or university (the "University of Florida") to BiblioLabs.

Commercial Sale of the Work. Author grants BiblioLabs (1) the non-exclusive right to sell and distribute the Work, in whole or in part, in print, in any commercial outlet, including any and all ecommerce sites, and by agents and distributors, and (2) the right to make the abstract, bibliographic data and any metadata associated with the Work available to any and all commercial sellers, including search engines and harvesters. Additionally, BiblioLabs will obtain an ISBN for the Work, and shall be solely responsible for the cover design, and any book block changes required to create a valid print file for print-on-demand manufacturing.

Rights Verification. Author represents and warrants that Author is the copyright holder of the Work and has obtained all necessary rights (or that the Author's use of copyrighted material is protected under the "fair use" or similar doctrine) to permit BiblioLabs to reproduce and distribute third party materials contained in any part of the Work, including all necessary licenses for any non-public, third party software necessary to access, display, and run or print the Work. Author is solely responsible and will indemnify BiblioLabs for any claims related to the Work as submitted for commercial distribution to BiblioLabs.

Removal of Work from the Program. BiblioLabs may elect not to distribute the Work if it believes that all necessary rights of third parties have not been secured. If Author's degree is rescinded, and the degree granting institution so directs, BiblioLabs will remove the Work from sale and distribution in accordance with its then current policies. Additionally, the Author may at any time remove the Work from sale and distribution by notifying BiblioLabs of the Author's desire to no longer participate in the Program. BiblioLabs will exert reasonable effort to remove the Work as quickly as practical. Author acknowledges that certain sellers of the Work may have purchased inventory of the Work, which they will continue sell beyond the date BiblioLabs removes the Work from sale and distribution.

Delivery of the Work. The Author hereby authorizes and directs the University of Florida to provide to BiblioLabs the Work and all necessary supporting documents.

Publishing Fees and Royalties. There is no publishing fee charged by BiblioLabs to any Author. BiblioLabs will pay the Author royalties of 20% of its gross revenue (revenue after all costs of production, sale, and distribution) from sales of the Work. Royalties shall be paid in the month following the month in which BiblioLabs receives money from the sale of the Work; provided the Author establishes an account with Paypal (or similar service as designated by BiblioLabs, from time to time) where BiblioLabs shall deposit the royalty payment due the Author in the Author's Paypal account. The University of Florida has waived its right to an institutional fee in order to increase the author royalty from 10% to 20% of its gross revenue (as defined above).

Term. This Agreement shall have an initial period of ten (10) years from the date of execution by the Author, and shall automatically renew for successive ten (10) year periods unless canceled by the Author through written notice to BiblioLabs no later than six months prior to the termination of the then current Ten (10) year period.

Acknowledgment: I have read, understand and agree to this Thesis and Dissertation Publishing and Commercial Discovery Agreement.