

Experimental Thoughts Short Story Publication Agreement

Publisher: Carneades.org ("Publisher") Email: carneadesofcyrene@gmail.com

Author: _____ ("Author") Legal name (as it should appear on payment records): _____ Address: _____ Email: _____

Effective Date: _____

Plain-Language Summary

This summary is here to help you understand the deal. It is not part of the legal terms. If anything here conflicts with Sections 1–16 below, those sections control.

- You keep the copyright to your story. Always.
- You're giving us the right to be the **first** to publish it — online, in print, and as an audio or video reading — anywhere in the world.
- That right is **exclusive for 12 months** starting the day we first publish it. During those 12 months, you don't license the story to anyone else.
- After 12 months, all those rights come back to you automatically. You don't have to ask, and we don't have to sign anything. You can then sell it as a reprint wherever you like.
- The only thing we keep after that is the right to leave the story up in our archive and to sell copies of the issue it appeared in. We can't republish it somewhere new.
- We pay **2 cents (US\$0.02) per word**, by PayPal, within 30 days of acceptance — before publication, and you keep it even if we later decide not to run the story.
- We'll copyedit, but we won't make substantive changes or change your title without your okay.
- **Film, TV, stage, and translation rights are not included.** Those stay entirely with you.

1. The Work

This Agreement covers the short story titled:

"_____" (the "Work") Length: _____ words Author's byline (how your name will appear): _____

Author confirms the Work has not been previously published in any form, in whole or in part, in any medium, anywhere in the world.

2. Rights Granted

Author grants Publisher the following rights in the Work, worldwide, in the English language, on an **exclusive** basis for the Rights Period defined in Section 3:

(a) First Electronic Rights — the right to be the first to publish the Work in any digital or electronic form, including on Publisher's website or app, in an ebook or digital edition, and in an email newsletter.

(b) First Audio/Video Rights — the right to be the first to produce, publish, and distribute audio recordings and audiovisual recordings of the Work, including narrated readings, podcast episodes, and video presentations of a reading of the Work. This does **not** include the right to create a dramatic adaptation of the Work (see Section 2(d)).

(c) First Print Rights — the right to be the first to publish the Work in printed form, including in Publisher's magazine, journal, or anthology.

(d) Rights NOT granted. All rights not expressly granted above are reserved to Author. Without limiting that, Publisher receives **no** motion picture, television, stage, dramatic, merchandising, sequel, translation, or foreign-language rights, and no right to use the Work to train machine-learning or artificial-intelligence models or to license it to any third party for that purpose.

(e) Not work made for hire. The Work is not a work made for hire. This Agreement is a license only, not a transfer or assignment of copyright.

3. Rights Period

The exclusive rights in Section 2 begin on the Effective Date and end **twelve (12) months after the date Publisher first publishes the Work** in any medium (the "Rights Period").

During the Rights Period, Author will not publish the Work or license it to any other party in any medium, and will not publish any work that is substantially the same as the Work.

Deadline to publish. If Publisher has not first published the Work within **12 months** of the Effective Date, all rights granted under this Agreement revert to Author automatically on that date, and Author keeps all payments already made.

4. Reversion and Archive

At the end of the Rights Period, all exclusive rights granted in Section 2 revert to Author automatically, with no notice, signature, or further action required by either party. Author is then free to license the Work as a reprint to anyone.

After reversion, Publisher retains only a **non-exclusive**, royalty-free right to:

(a) keep the Work available in the original issue, edition, or episode in Publisher's online or audio/video archive; (b) continue to sell and distribute copies of the issue or edition in which the Work originally appeared, including existing print inventory and back-issue digital copies; and (c) quote brief excerpts of the Work for promotional purposes.

Publisher may not, after reversion, publish the Work in any new issue, edition, collection, anthology, or format without a separate written agreement with Author.

5. Copyright

Author owns and retains all copyright in the Work. Publisher will publish a copyright notice in Author's name — for example, "[Title]' copyright © [Year] by [Author]" — in or adjacent to each edition of the Work, and will include a spoken or on-screen equivalent in any audio or video version.

6. Payment

Total payment: US\$_____ (the "Payment")

Method: PayPal, sent to Author at: _____

Timing: Publisher will send the Payment within **thirty (30) days** after both parties sign this Agreement.

Fees: Publisher will cover any PayPal transaction or currency-conversion fees so that Author receives the full Payment amount.

Non-refundable: The Payment is non-refundable and is Author's to keep even if Publisher never publishes the Work, except in the case of a proven breach of Section 9.

7. Editing and Approval

Publisher may copyedit the Work for spelling, grammar, punctuation, and house style. Publisher will not make substantive changes to the content, meaning, or voice of the Work, and will not change its title, without Author's written approval (email is fine).

If any changes are made, Publisher will send Author a final proof or draft before publication, and Author will have **5 business days** to review it and respond. If Author does not respond in that time, Publisher may proceed with the version sent.

8. Credit and Bio

Publisher will publish the Work under Author's byline as stated in Section 1, and will include a short author biography as originally supplied by Author, along with any links Author reasonably requests.

9. Author's Promises

Author promises that:

(a) the Work is Author's own original creation, and Author wrote it personally, without generative artificial intelligence producing any of its text; (b) Author is the sole author and sole owner of the rights granted here, or has obtained written permission from every co-author and rights holder; (c) the Work is unpublished and Author has not granted, and will not grant, any right to anyone else that conflicts with this Agreement; (d) the Work does not infringe anyone's copyright, trademark, or other rights, does not defame anyone, and does

not invade anyone's privacy; (e) any quoted material from other works is used with permission or is a lawful fair use; and (f) Author is at least 18 years old (or has a parent or guardian co-sign) and has full authority to enter into this Agreement.

These promises survive the end of this Agreement.

10. Indemnity

Author will defend, indemnify, and hold Publisher harmless from any loss, damage, or reasonable expense (including reasonable attorneys' fees) arising from a third-party claim that, if true, would be a breach of Section 9. Publisher will notify Author promptly of any such claim and will not settle it without Author's consent, which Author will not unreasonably withhold.

Author's total liability under this Section is limited to the amount of the Payment, except in cases of Author's fraud or willful misconduct.

11. Publisher's Right Not to Publish

Publisher may decide at any time not to publish the Work. If Publisher does so, it will notify Author in writing, all rights revert to Author immediately, and Author keeps the full Payment as a kill fee.

12. Author's Own Use

Nothing in this Agreement prevents Author from:

(a) reading the Work aloud at live events, readings, or workshops without charging admission specifically for the Work; (b) posting an excerpt of up to 10% of the Work on Author's own website or social media for promotional purposes; or (c) submitting the Work for awards, grants, or reprint consideration to take effect after the Rights Period ends.

13. Termination for Breach

If either party materially breaches this Agreement, the other party may notify them in writing describing the breach. If the breach is not fixed within **30 days**, the notifying party may terminate this Agreement in writing. If Author terminates for Publisher's breach, all rights revert to Author immediately and Author keeps the Payment.

14. Notices

All notices must be in writing and sent by email to the addresses on page 1, and are considered received on the next business day after sending unless the sender receives a delivery-failure message. Either party may update its email address by notice to the other.

15. Assignment

Neither party may assign this Agreement without the other's written consent, except that Publisher may assign it to a successor that acquires the publication in which the Work appears, provided that successor agrees in writing to all of these terms.

16. General

Entire agreement. This is the complete agreement between the parties about the Work and replaces any prior discussions, emails, or understandings about it.

Amendments. Any change must be in writing and signed or confirmed by email by both parties.

Severability. If any provision is held unenforceable, the rest of the Agreement remains in effect, and the unenforceable provision will be interpreted as narrowly as needed to make it enforceable.

No waiver. If either party does not enforce a right, it does not give up that right.

Independent parties. Author is an independent contractor. This Agreement does not create an employment relationship, partnership, or joint venture.

Governing law. This Agreement is governed by the laws of Washington D.C., without regard to its conflict-of-laws rules. The parties agree to the exclusive jurisdiction of the courts located in Washington D.C.

Electronic signatures and counterparts. This Agreement may be signed electronically and in counterparts, each of which is an original and all of which together form one agreement.