

**„ALMA MATER” PUBLISHING HOUSE**

Spiru Haret Street, No. 8, 600114, Bacău ‖ Phone: +40-234-542411 ext. 638 ‖ Fax: +40-234-545753

https:// https://www.ub.ro/en/research/alma-mater-publishing-house

E-mail: almamater@ub.ro, edituraalmamater@gmail.com

**PUBLISHING-PRINTING CONTRACT**

**No.** \_\_\_\_\_\_ **/** \_\_\_\_\_\_\_\_\_\_\_\_

concluded between:

**„Alma Mater”** **Publishing House** of “Vasile Alecsandri” University of Bacău, headquartered in Spiru Haret Street, no. 8, 600114, Bacău, Romania, represented by the **Rector**, **Prof. dr. eng. Carol SCHNAKOVSZY**, and by the **Director of the Publishing House**, **Assoc. prof. dr. Bogdan RAȚĂ**, as assignee, hereinafter briefly referred to as **“Publishing House”**,

and

**Owners of copyright, as assignors**:

Name and Surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CHAPTER 1. OBJECT OF THE CONTRACT**

**Art. 1.1.** The object of this contract is: the editing, multiplication, printing, distribution and sale of the work entitled:

**CHAPTER 2. DURATION OF THE PUBLISHING-PRINTING CONTRACT**

**Art. 1.1.** This publishing-printing contract is valid from the moment it is signed by both contracting parties and will be valid for **10 (ten) years**.

**CHAPTER 3. NATURE OF COPYRIGHT ASSIGNEMENT**

**Art. 3.2.** Copyright will be regulated separately through a copyright assignment contract.

**CHAPTER 4. PRINT RUN AND PRINT RUN EXTENSION**

**Art. 4.1.** The contracting parties agree that the work that is the subject of this contract will be printed in an initial print run of \_\_\_ copies.

**Art. 4.2.** The print format is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Art. 4.3.** The manuscript will be printed on paper having a thickness of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Art. 4.4.** The cover will be printed on cardboard having a thickness of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Art. 4.5.** The first copy of the initial print run is considered a control copy and is given to the authors for verification. If the authors of the work find that in the first copy of the print there are inconsistencies / errors / mistakes compared to the draft submitted for printing, they will report this in writing to the “Publishing House”.

**Art. 4.6.** From the initial print run, the copyright owners receive \_\_\_ copies, free of charge.

**Art. 4.7.** The remaining copies are distributed as follows:

* \_1\_ copy (mandatory) for the book collection of « Alma Mater” Publishing House;
* \_1\_ copy (mandatory) for “Costache Sturdza” Bacău County Library;
* \_\_\_ copies (mandatory) for the Legal Book Depository of the National Library of Romania (according to Law no. 11/1995);
* \_\_\_ copies (mandatory) for the Library of “Vasile Alecsandri” University of Bacău;
* \_\_\_ copies (optional) for interlibrary book exchange;
* \_\_\_ copies (optional) for sale through “Alma Mater” Publishing House;
* \_\_\_ copies (donation) for the Legal Depository of the National Library of the Republic of Moldova / National Chamber of the Republic of Moldova.

**Art. 4.8.** The print run extension of the work is carried out at the request of one of the authors, in a number of copies determined by the “Publishing House”, together with the authors.

**CHAPTER 5. TUITION TERMS**

**Art. 5.1.** The agreed date for the submission of the original work by the authors is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Art. 5.2.** The agreed date for the appearance and dissemination of the initial print run is: \_\_\_\_\_\_\_\_\_\_\_\_.

**Art. 5.3.** The deadline for obtaining the print run extension is of 5 (five) working days from the request date.

**CHAPTER 6. AUTHORS REMUNERATION**

**Art. 6.1.** The sale price of the work will be established in accordance with the procedure regarding *The organization of specific activities and records of the “Alma Mater” Publishing House and the Multiplication Service within “Vasile Alecsandri” University of Bacău*.

**Art. 6.2.** The copyright payment will be made according to the Copyright Assignment Contract, which will be concluded once or after the conclusion of this contract.

**CHAPTER 7. OBLIGATIONS OF THE CONTRACTING PARTIES**

**Art. 7.1.** Copyright holders are obliged:

* to pay the ISBN fee of 50 lei (authors from outside the “Vasile Alecsandri” University of Bacău);
* to present to the Publishing House a proof of payment for the execution of the print run (Report of necessity, receipt, etc.);
* to hand over the original of the work on electronic support by the term stipulated in the contract;
* to cooperate with the Publishing House in the process of evaluating the work for publication, in making the control copy and the agreed print run;
* to ensure the complete layout of the work that is the subject of this contract in accordance with the Publishing House requirements;
* endorse, on their own responsibility, the control copy, with the mention “Good for print”; any changes requested after the edition has been printed will be paid separately, according to the payment estimate drawn up by the Publishing House;
* to guarantee the peaceful exercise of the rights to reproduce and disseminate the work;
* to guarantee the publisher against disturbances from third parties;
* to grant the Publishing House the priority right to publish the printed work in electronic format.

**Art. 7.2.** “Alma Mater” Publishing House from “Vasile Alecsandri” University of Bacau obliges itself:

* to carry out the necessary steps for assigning the ISBN code and obtaining the CIP Description;
* to edit and print the work to the quality standards required by the author;
* respect the original form of the manuscript of the work and reproduce it without any changes, if the prior written consent of the author was not obtained;
* to hand over to the authors the number of copies offered free of charge;
* to reproduce, distribute and commercialize the work under this contract;
* not to assign the publishing contract without the prior written consent of the authors;
* to ensure the payment of the sums due to the authors following the reproduction, dissemination and commercialization of the work according to the provisions of this contract.

**CHAPTER 8. MAJOR FORCE**

**Art. 8.1.** The **“major force”** is defined as any external, unforeseeable, absolutely invincible and unavoidable event that prevents the fulfillment of the obligations of the parties, which cannot be created, controlled or modified by one of the Parties, which is not the consequence of its facts or of the persons for which it is held responsible, event or circumstance which the Parties could not have foreseen before, which cannot be attributed to any Party and which, once occurring, could not be avoided or overcome by the Parties, according to this contract and are verified by a competent authority.

**Art. 8.2.** The major force is ascertained by a competent authority.

**Art. 8.3**. The major force exempts the contracting parties from fulfilling the obligations assumed by this contract, during the entire period in which it acts, subject to its finding according to the law.

**Art. 8.4.** The fulfillment of the contract will be suspended during the period of action of the major force, but without prejudice to the rights that were due to the parties until its occurrence.

**Art. 8.5.** The contracting party invoking the major force has the obligation to notify the other party, immediately and completely, of its occurrence and to take any measures available, in order to limit the consequences or damages caused to the other party.

**Art. 8.6.** If the major force acts or is estimated to act for a period of more than 3 months, either party will have the right to notify the other party of the full termination of this contract, without either party being able to claim damages from the other.

**Art. 8.7.** If a prepared edition is totally destroyed due to the major force before it is put into circulation, the “Publishing House” is entitled to prepare a new edition, and the author will be entitled to remuneration for only one of these editions.

**Art. 8.8.** If a prepared edition is partially destroyed due to the major force before it is put into circulation, the “Publishing House” is entitled to reproduce, without payment of remuneration to the author, only as many copies as were destroyed.

**CHAPTER 9. OTHER CLAUSES**

**Art. 9.1.** For the execution of this contract, as well as for any other communications, the parties choose as their communication addresses the headquarters/addresses recorded in this contract. The parties undertake to communicate to each other any changes regarding the address, telephone number and/or e-mail, within a maximum of 3 working days from their appearance.

**Art. 9.2.** This contract is based on the legislation in force on the date of its conclusion.

**Art. 9.3.** The terms of this contract cannot be modified by either party unilaterally. Any subsequent changes to the present clauses will be made only with the written agreement of both parties, materialized by the conclusion of additional documents, which will constitute annexes to the contract.

**Art. 9.4.** Each of the parties is liable to the other party for any damages caused by its fault.

**Art. 9.5.** The parties agree that any dispute regarding this contract shall be resolved amicably. If, however, the dispute cannot be resolved amicably, the parties will address the competent court at the Provider's headquarters (Str. Spiru Haret no. 8, Bacău), respectively the Municipality of Bacău.

Signed today, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in 2 (two) copies, one for each contracting party.

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| **PROVIDER**  **“ALMA MATER” PUBLISHING HOUSE** | **BENEFICIARIES**  **AUTHORS** |
| Rector of “Vasile Alecsandri” University of Bacău,  Prof. dr. eng. Carol SCHNAKOVSZY  Director of “Alma Mater” Publishing House,  Assoc. prof. dr. Bogdan RAȚĂ  Legal Office,  Emil BALINT  Chief accountant,  Ec. Cristina BORDIANU | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |