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### PUBLISHING AGREEMENT

**Author:** Kehbama Langmia, Pamela O'Brien, Tia Tyree, and Ingrid Sturgis

**The Work:** *Social Media: Pedagogy and Practice*

The above-named and undersigned (the Author) hereby agrees with University Press of America, Inc. (the Publisher) to the following terms and conditions in connection with its publication of the manuscript listed above (the Work):

1. AUTHOR SHALL GRANT TO THE PUBLISHER during the term of the United States copyright, and during any renewal or extension thereof, the exclusive right to publish and sell, including the right to permit others to publish and sell, the Work in any and all editions whether print, electronic, or audio, in all languages throughout the world.

2. THE AUTHOR SHALL DELIVER TO THE PUBLISHER at the Author's expense, no later than May 1, 2013, camera-ready pages of the Work in final form acceptable to the Publisher for printing, with matching electronic files, including bibliography or bibliographic essay; index; all necessary permissions, licenses, releases, and consents; and any photographs, illustrations, charts, or tables. All photographs, illustrations, tables and charts must be in camera-ready form. At least two months prior to the date above, Author shall send sample camera-ready pages for the Publisher to review for format and quality before the entire text is delivered. The Author agrees to submit to the Publisher final camera-ready pages that have been printed on a laser printer with a resolution of not less than 600 dpi (dots per inch) or typeset professionally and a copy of the electronic word processing files on disk.

In order to be considered satisfactory, the Work must be factually accurate and original and must acknowledge all intellectual debts. The Publisher may choose to engage scholars, consultants, or other experts in the topic covered by the Work to help determine its accuracy and originality. Any permissions necessary in order to reprint already published and/or copyrighted material quoted in the Work shall be obtained and paid for by Author.

If the Author does not so deliver the Work to the Publisher in form and substance satisfactory to the Publisher in its judgment (which shall be final) by the Delivery Date specified or at another date agreed to by Publisher in writing (such time to be deemed of the essence), the Publisher may terminate this agreement by notice to the Author; such termination, if not caused by circumstances beyond control, shall be without prejudice to any other remedies the Publisher may have for breach of contract.

3. THE PUBLISHER AGREES TO PUBLISH THE WORK at its expense in a manner and style and at a price that it determines. All decisions and details as to the editing and publication of the Work, including style, edition or format, illustrations, time and manner of production, advertisement, and the number of free copies distributed will be left to the Publisher's sole discretion. The Publisher shall not be responsible for delays caused by any circumstances beyond its control. In no event shall the Publisher be obligated to publish a work

that, in the Publisher's opinion, violates the common law, statutory copyright, or the right of privacy of any person or that contains libelous or obscene matter.

4. THE PUBLISHER AND THE AUTHOR SHALL TAKE SUCH STEPS as necessary on their respective parts to secure and preserve a valid United States copyright for the Work to be held in the Publisher's name. If the Publisher deems it desirable it may obtain copyright in other countries. The Publisher shall publish the Work in the United States in a manner that complies with the provisions of the Universal Copyright Convention.

5. IF THE COPYRIGHT OF THE WORK is infringed during the term of this agreement, then, upon notice to the effect by either the Author or the Publisher, both shall confer with regard to the infringement; if no mutually satisfactory arrangement is arrived at for joint action within ten days thereafter, either one shall have the right to bring an action or proceeding to enjoin the infringement, and for damages. If the proceeding is done jointly, the expense and recoveries, if any, shall be shared equally, and if there is no agreement to proceed jointly, either party shall have the right to go forward with an action or proceeding, bearing all the expenses and retaining any recovery. If the Publisher proceeds alone, the Author shall permit the action to be brought in his/her/their name and shall take all steps necessary, including the execution of such documents as may be required, to enable the Publisher to proceed.

6. (a) THE AUTHOR COVENANTS, WARRANTS, AND REPRESENTS that the Author is the sole owner of the Work and all the rights herein granted and has full right and power to make this Agreement; that the Work is not a violation of any copyright, proprietary or personal right; that the Author has not in any manner disposed of any of the rights herein granted to the Publisher or granted any rights adverse to or inconsistent therewith; nor are there any rights outstanding that would diminish, encumber, or impair the full enjoyment or exercise of the rights herein granted the Publisher; that no part of the Work is libelous, obscene or unlawful, or violates any right of privacy or any other right of a third party. In no event shall the Publisher be obligated to publish a work that, in its opinion, may subject it to any claims from any third party. Without limiting the foregoing the Author shall, if requested by the Publisher, make such changes in the Work as it shall deem necessary, but failure on the part of the Publisher to require or recommend any changes in the Work shall in no way affect the Author's obligation under this Paragraph.

6. (b) The Author agrees to hold harmless and indemnify the Publisher against any claim, demand, suit, action, proceeding, recovery, or expense of any nature whatsoever arising from or based upon any breach or alleged breach of the covenants, warranties or representations contained in subparagraph 6 (a) hereof or elsewhere in this agreement. In addition to all other remedies available to it, the Publisher may, in the event of any such claim, demand, suit, action, or proceeding, withhold advances and/or royalties due to the Author. The Publisher may at its sole discretion retain its own counsel, at its own expense, and the Publisher shall have sole discretion whether or not to settle or compromise any such claim, demand, suit, action, or proceeding brought against it. The warranties, representations and indemnities shall survive the termination of this Agreement.

7. (a) THE AUTHOR GRANTS TO THE PUBLISHER the exclusive right to license, sell or otherwise dispose of the following rights in the Work: publication or sale of the Work by publication of a reprint edition of the Work by another publisher in any edition or format whether print, electronic, or audio; editions prepared for book clubs; condensations; serializations in magazines or newspapers (whether in one or more installments and whether before or after book publication); translations; foreign English-language rights; electronic rights of every kind or nature; audio rights of every kind or nature; dramatic and motion picture rights and performance rights of every kind or nature, including but not limited to, feature-length motion picture, television, cable, and internet rights as well as, film strips based on the story and film strips or motion pictures photographed directly from the book; phonograph and radio, audiotape, television, cable or other broadcasting rights; publication of the Work and selections therefrom in anthologies, compilations and digests; picturized book versions; microprint and microfilm versions; publication of the Work or derivative in part or combined with other works; publication in electronic multimedia versions, including the right to add sounds, images, or

graphics and to distribute such edition by any electronic means, method, device, process, or medium; and any and all other rights which may not be herein described.

In the case of each of the rights specified in this paragraph 7 (a) above, if the net proceeds of the Work after third-party costs (commissions, foreign taxes, and other charges) equal \$100.00 or less, those proceeds shall be paid entirely to the publisher. Any and all amounts in excess of \$100.00 shall be shared equally by the Publisher and the Author and shall be paid on the regular royalty schedule specified in paragraph 9 (a) below.

7. (b) THE AUTHOR ALSO GRANTS TO THE PUBLISHER the exclusive right to license, sell or otherwise dispose of the following rights in the Work: electronic, including CD-ROM, CD-i, or online formats, mechanical, visual, and internet, intranet or web formats, or any other electronic means of reproduction, dissemination or distribution that exists or heretofore has not been established.

In the event the Publisher exercises the rights set forth in paragraphs 7 (a) or (b) rather than licensing them to third parties, the Publisher agrees to pay a royalty equal to the royalty specified below for any print edition.

8. (a) THE PUBLISHER SHALL PAY TO AUTHOR on each copy of print or electronic editions of the Work sold (except as provided in the following subparagraphs) a royalty of percentage of all sales or each edition or revision, domestic and foreign, as follows:

1 to 500 copies sold	0% of net sales
501 to 1,000 copies sold	5% of net sales
1,001 to 1,500 copies sold	7% of net sales
More than 1,500 copies sold	10% of net sales

The same schedule applies to hardcover, paperback, and electronic editions; however, hardcover, paperback, and electronic editions are computed separately.

8. (b) No royalty will be paid on copies furnished without charge or for review, advertising, sample, promotion or other similar purposes.

8. (c) Remainder sales will not be eligible for royalties, but prior to sale to a remainder dealer the Publisher will make reasonable efforts to notify the Author and accord the Author the opportunity to purchase all or part of such overstock at the remainder price.

8. (d) All sales subject to royalties under any of the provisions of this Paragraph 8 shall be computed net of returns.

8. (e) If more than one individual is designated as the Author, the royalty and all other monies due them shall be divided between or among them equally.

9. (a) FOLLOWING PUBLICATION PUBLISHER SHALL RENDER TO THE AUTHOR on June 30 of each year annual statements of account as of the preceding December 31. Each statement shall be accompanied by payment of all sums due thereon, including proceeds from the sale of any subsidiary rights. In reporting sales the Publisher may withhold a reasonable reserve for future returns. The Publisher may take credit for previous overpayments resulting from the return of books and for any other amounts due to the Publisher or chargeable against the royalties of the Author under the terms of this Agreement or any other agreement between the parties. If in any annual period the total payments due are less than \$50.00, the Publisher may defer the rendering of statements and payments until such time as the sum of \$50.00 or more shall be due. Payments will be made in U.S. dollars.

9. (b) The Author may, upon written request, examine the Publisher's books of accounts insofar as they relate to the Author's Work. Such examination shall be at the sole expense of Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author with respect to the period examined shall be found to Author's disadvantage, in which case, the reasonable cost of such examination shall be borne by Publisher.

10. THE PUBLISHER MAY PUBLISH or permit others to publish or broadcast without charge and without royalty such selections from the Work for publicity purposes as may, in the Publisher's opinion, benefit the sale of the Work. The Publisher also may authorize publication of the Work without charge and without royalty in Braille or by any other method primarily designed for the physically handicapped.

11. THE AUTHOR AGREES that for the duration of this contract, both prior to the publication of the Work and as long as the Work remains in print, he/she/they will not author, co-author, or serve as general editor for a competing work or one that would substantially inhibit the sales of the Work named herein.

12. IN THE EVENT THE PUBLISHER FAILS TO KEEP THE WORK in print (and for all purposes of this paragraph the Work shall be considered to be in print if it is on sale by Publisher in any edition or if it is on sale in any edition licensed by Publisher or available electronically or in a print-on-demand edition during the term of this Agreement) and Author makes a written request of Publisher to keep the Work in print, the Publisher shall, within sixty days after the receipt of the request, notify the Author in writing whether or not the Publisher intends to do so, and if Publisher elects to do so. If the Publisher elects to do so, the Publisher shall have six months thereafter in which to comply. If the Publisher fails to comply (unless the failure is due to circumstances beyond the Publisher's control), or if the Publisher does not desire to keep the Author's work in print, then this Agreement shall terminate and all rights shall revert to Author.

13. AUTHOR SHALL EXECUTE AND DELIVER whatever documents and assignments of copyright or other papers as may be necessary in our opinion to fulfill the terms and intent of this agreement.

14. IN ORDER TO KEEP THE WORK UP TO DATE the Author shall, if requested by the Publisher, revise the Work for new editions while this Agreement is in effect and shall supply any new matter that may be needed to that end. All terms of this Agreement shall apply to those new editions or revisions, including payment of royalty at the original schedule of rates provided for the first edition. In the event the Author is unwilling or unable by reason of death or otherwise to revise the Work or supply new matter in a form satisfactory to the Publisher, the Publisher may select some other person to edit or revise the Work or supply new matter and may deduct the expense thereof (including royalties to such other person) from the royalties payable to the Author and in such revised edition may describe such person as editor or co-author.

15. EXCEPT FOR loss or damage due to the Publisher's own negligence, the Publisher shall not be responsible for loss or damage of any of Author's property, including the manuscript of the Work, and liability for any such loss or damage shall in no event exceed the amount payable to the Publisher under any insurance carried by the Publisher covering such loss.

16. THIS AGREEMENT shall be deemed made in, and shall be in all respects interpreted, construed and governed by the laws of the State of Maryland, and the parties agree to litigate any controversy, claim or dispute arising out of or in connection with this Agreement or the breach thereof solely in the Maryland courts, which the parties agree shall have exclusive jurisdiction to which the parties hereby submit.

17. ANY NOTICE CALLED FOR in this Agreement shall be sent by mail to the Author or to the Publisher at the address set forth above. Either party may designate a different address by notice given in the same manner.

18. THE WAIVER of a breach of, or of a default under, any of the terms of this Agreement shall not be construed a waiver of any subsequent breach or default. No waiver or modification of this Agreement shall be valid unless in writing and signed by the party to be charged.

19. THIS AGREEMENT shall inure to the benefit of and be binding upon the Author, his/her heirs, personal representatives, and assigns and upon the Publisher, its successors, and assigns. The Author shall not have the right to assign this Agreement without the Publisher's written approval except that the Author shall have the right to assign any monies due the Author without such approval upon prior written notice to the Publisher. The Publisher shall have the right, without approval of the Author, to assign this Agreement.

20. ALL RIGHTS AND LICENSES granted or assigned by the Publisher, pursuant to this Agreement, to any division, affiliate, subsidiary, or parent company or successor of University Press of America, shall be construed as though the Work was still in the Publisher's hands and all parts of this Agreement would still be in full force and effect.

21. IF MORE THAN ONE INDIVIDUAL IS DESIGNATED AS AUTHOR of the Work, then all obligations and indemnifications are joint and several.

22. THE AUTHOR AGREES TO ARRANGE for a bookstore(s) or organization(s) to guarantee a nonreturnable purchase of 100 copies of the Work at list price, including postage and shipping charges. This purchase is royalty exclusive.

23. (a) ON PUBLICATION OF THE WORK, Publisher shall deliver to the Author two (2) copies without charge, contingent upon the pre-publication order being placed. Upon fulfillment of the pre-publication order, the Author shall have the right to purchase further copies (but not for resale) at a discount of 50% from the Publisher's retail price, plus shipping and handling. These sales shall be royalty exclusive. Copies for resale may be purchased at a 25% discount, plus shipping and handling.

23. (b) In the case of an edited volume, each editor of the Work shall receive two (2) copies without charge. Editor(s) and contributors shall have the right to purchase further copies (but not for resale) at a discount of 50% from the retail price, plus shipping and handling. These sales shall be royalty exclusive. Copies for resale may be purchased at a 25% discount, plus shipping and handling.

24. THIS AGREEMENT CONSTITUTES THE WHOLE AGREEMENT between the Author and the Publisher and supersedes all preexisting agreements or arrangements, written or oral, between the parties relating to the subject matter of this Agreement.

25. THIS CONTRACT OFFER is valid if signed and returned within one hundred and eighty days of the offered date on page one. After that date, please contact your acquisitions editor before signing and submitting the contract.

by \_\_\_\_\_ Date \_\_\_\_\_  
Julie E. Kirsch, Vice President/Publisher  
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January 30, 2013

Drs. Kehbuma Langmia, Pamela O'Brien, Tia Tyree, and Ingrid Sturgis  
c/o Dr. Langmia  
8158 Washington Blvd, Apt 433  
Jessup, MD 20794

Dear Dr. Langmia:

Enclosed for your records is the fully executed agreement to publish *Social Media: Pedagogy and Practice*. Please note that the final submission delivery date of the work is May 1, 2013.

Please carefully read the enclosed **Author Handbook** that details all the important and essential steps for publishing your book.

When submitting the final manuscript (please mail it to me at the address below), you must complete and include all the forms from the last section of the Handbook and from the e-mail that we sent to you a few days ago. If you did not receive that e-mail, please notify me as soon as possible.

Please remember to keep the manuscript page count reasonable—the lower the page count, the lower the retail price. If you have any questions, please feel free to contact me.

Regards,

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