**AGREEMENT**

**Between**: Israel Carmel, of Carmel Publishing, POB 43092 Jerusalem 91430

**(Publisher – Party A)**

**And**: Prof. Benjamin Sommer, \_\_\_\_\_\_\_\_\_\_St. **(Author – Party B)**

**Whereas** The Author, the Party of the Second Part, has written a book which he is interested in publishing through Carmel Publishing under the title:

**Discovery and Authority: Sinai in the Bible and in Tradition**

(temporary title) **(hereinafter: “Book”)**

The Book is being published in the category ‘**Internal’** of **Interpretation and Culture** edited by Avi Sagi

**And whereas** The Author declares that the Book is his original creation and that he possesses all copyright rights to the Book. The Author also declares that the Book contains no material in which any third party whatsoever has any rights, and that he has not transferred the copyright or granted to any other party any portion whatsoever of the copyright and has not given any other party any license in connection with the above-mentioned Book; the Author declares that he is interested and prepared to transfer all his rights to Party A for the purpose of publishing it.

**And whereas** The Author declares that in publishing the Book and/or its contents there will be no breach of any copyright and/or other right of anybody whatsoever and/or defamation and/or libel and/or harm to privacy and/or breach of a provision of law. The Author undertakes to assume responsibility for any claim and/or contention and/or demand, including indemnifying Party A or any party on its behalf immediately for all expenses and/or costs due to any contention and/or demand and/or claim of damage to rights and/or damage to privacy and/or libel and/or any other claim against the Book.

**And whereas** Party B agrees, inter alia, to grant Party A the exclusive right to print and publish the Book in the Hebrew language only, as detailed in this Agreement. It is agreed that as long as Party A continues to issue, print and distribute the Book, all the rights in the Book will belong exclusively to Party A. Party B is transferring to Party A all the publication rights of the book and responsibility for its marketing, including its digital publication (as an e-book) and on websites where Party A is registered, all at the discretion of Party A.

**It is therefore agreed between the Parties as follows:**

1. The Preface and Addendum constitute an integral part of the Agreement. A technical specification of the Book appears in Addendum A, attached herein and constituting an integral part of this Agreement. It is agreed that any change to the technical specification can be made in writing only and with the consent of the Parties.
2. The Book will be submitted to Carmel Publishing typed in a Word file. Party B confirms that the transferred file is a final file for the commencement of the work of Party A. It is agreed that no new versions will be received from Party B after the signing of the Agreement without the advance, written consent of the Parties.
3. Any addition which is not mentioned in this Agreement will involve a supplementary payment which will be discussed and agreed between the Parties separately from this Agreement.
4. Party A will ensure publication of the Book within **one year** after receipt of the complete manuscript and in a file in its final version. It is hereby clarified that any change, including a change received by consent, in the final version will cause a delay in the date of publication of the Book.
5. There will be **800** copies of the book published. Party B will receive **35** copies for no consideration and may purchase additional copies at a **50%** discount. The publisher will decide on the quantities and timing of the printing of the Book in accordance with the requirements of distribution, storage and logistics, at the sole discretion of Party A. A failure to print the Books due to the absence of marketing demand will not entitle Party B to any refund or compensation whatsoever.
6. It is agreed by the Parties that if the edition is sold out in full, Party A, in accordance with cost and other considerations, will be entitled to make a decision as to whether to print an additional edition. If Party A decides not to print a new edition, the rights to the Book will be returned to the Author.
7. Two years after the date of issue of the Book (or three years from the date of signing of the Agreement – whichever is later), Party B may purchase any remaining copies at a **50%** discount. If Party B does not do so and has not purchased any remaining books at this time, Party A may shred the Books and/or take any other action with regard to the Books without issuing any announcement or notice of this action. It is hereby clarified and agreed that the responsibility for initiating the contact and/or the purchase of the remaining unsold Books on the effective date belongs to Party B.
8. Party B will cooperate in the design of the cover.
9. It is agreed that a delay in the dates of payment and/or in the amounts of the payment on the part of Party B is liable to prevent the publication of the Book.
10. The consideration – Party B will pay Party A the sum of **NIS 22,000** (excluding VAT. With VAT, the cost amount to a total of **NIS 25,740**) according to the following stages:
11. The sum of 10% - will be paid on the date of signing of this Agreement, and no later than two months following the date of signing of the Contract. Party A is authorized to begin working on the Book only following payment in full of this sum.
12. The sum of 8% - will be paid no later than up to the approval of the content of the galley proofs by the Author.
13. The balance of 10% - will be paid no later than upon publication of the Book and receipt of the completed Book.
14. It is hereby clarified that the responsibility for the execution and transfer of the payment is that of the Author even in the event that there is a payment or financing body involved. The Author will be the sole contact person with the payment and/or financing body.
15. Notwithstanding what has been agreed above regarding payments, it is agreed that a delay in payment in excess of 15 days for any reason whatsoever will entitle Party A to receive the entire balance of the consideration before continuing with the production of the Book and its distribution.
16. Notwithstanding what is stated above in the matter of the date of publication of the Book, it is agreed that in the absence of the full payment of the amount for each and every stage, Party A will be authorized to cease continuing the publication of the Book and/or its distribution until receipt of the entire consideration. It is hereby clarified that a delay in payment in excess of 45 days releases Party A from its undertaking to publish the Book, without any right of a refund and/or compensation to Party B and/or any other undertaking to Party B.
17. If the entire consideration has not been received, and Party A has chosen to continue to issue and distribute the Book at its own expense, Party B will not be entitled to a payment for royalties, and Party B hereby waives all his rights in the Book to the benefit of Party A. It is hereby clarified that Party A may continue to issue additional editions, to issue and to sell the Book.
18. Party B will receive royalties at the rate of **10%** of the net income from the sales of the Book (excluding VAT) after being received by the publisher, starting from the sale of the first copy. “Net income” means the income of the publisher from the sale of the Book after deducting distribution fees, storage fees, and sales expenses. The royalties will be paid once a year from the date of publication of the Book for the first time. The payment will be made during March of each year for the preceding year, the first payment to be made two years after the book has been published.
19. Party A will be responsible for issuing the Book to the press, advertising the Book on the website of the publisher, as well distributing it in retail outlets by means of a professional book distributor with which Party A works. If Party B is interested in a public relations tour, the Parties will discuss its details and it financing. Party A may distribute copies for advertising and sales promotion purposes at its discretion.
20. A notice in regard to this Agreement sent according to the addresses of the Parties in the Preface to this Agreement by registered mail will be deemed to have been received 14 days after the date it is sent: if it is hand-delivered – at the time of its delivery; and if sent by fax – within 72 hours from the time it was sent. Notices may be sent by email.
21. In the event of disagreements between the Parties on any subject and matter connected with the execution and interpretation of this Agreement, the Parties agree to attempt to reach an understanding between themselves and/or by means of a mediator. If the Parties have not reached an understanding in a disagreement and/or dispute between themselves and/or by way of a mediator, it is agreed that the court in Jerusalem will have exclusive jurisdiction to hear the dispute.
22. Without derogating from the provisions of this Agreement, and in addition to them, the Parties agree that Party A may cancel this Agreement if Party A is unable to comply and/or is prevented for any reason whatsoever from complying with it. Party A will notify Party B of the cancellation of the Contract as stated up to the end of the first third of the period of its production. In this event, Party A will return to Party B only the advance which has already been paid without any additional payment for expenses, compensation or other payment whatsoever.
23. The Parties will cooperate in good faith.

**In witness thereof, we have signed in Jerusalem on 20 April 2021**

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 Israel Carmel Prof. Benjamin Sommer

**ADDENDUM A TO THE AGREEMENT**

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| --- | --- |
| **Title of Book** | **Discovery and Authority: Sinai in the Bible and in Tradition** |
| **Name of Author** | **Professor Benjamin Sommer** (Interpretation and Culture) |
| No. of pages (before pagination) | **242** p. |
| No of characters including spaces | **266,588** |
| No. of galleys (24,000 characters including spaces [16 p.]) | **11.10** |
| No of words |  |
| No. of lines |  |
| Format | **15\*22.5 cm.** |
| No. of black & white picture pages  | **-** |
| No. of color picture pages | **-** |
| Tables/graphs/scans | **-** |
| Obtaining translation rights | To be executed by Party A. To be financed by Party B. |
| Obtaining rights for use of quotations | To be executed and financed by Party B. |
| Obtaining rights for pictures | To be executed and financed at the expense of Party B. |
| Introduction/forward/afterward | - |
| Translation | - |
| Scientific editing | - |
| **Language editing (beyond preparation)** | **- to be done by Party B** |
| Adding diacritics | **-** |
| Pagination | **Included** |
| Key | **- to be executed by Party B. Persons, places and connections.** |
| (inside) up to two proofs | **Included** |
| (inside) printing | **Included** |
| (cover) design/graphics | **Included** |
| (cover) type of paper | **Chromo** |
| (cover) printing | **Included** |
| (cover) lamination | **Matte** |
| Binding [ ]  hard (glued) [x]  soft [ ]  jacket [x]  flap | [ ]  embossing [ ]  sewn[ ]  stamping (color\_\_\_\_) [ ]  bookmark (color \_\_\_\_\_) |
| Transport |  |
| Miscellaneous |  |
| Notes | **\* Cost does not include cost of translation rights and obtaining them from Yale University Press** |

**In witness thereof, we have signed in Jerusalem on 20 April 2021**

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 Israel Carmel Prof. Benjamin Sommer