Co-Author Agreement

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HOW TO USE IT

Fill in every [BLANK]. Where you see ☐ options, keep the ones you want and strike the rest.

BEFORE YOU SIGN

This is a template, not a lawyer-drafted legal document and not legal advice. It replaces the verbal agreement most of this work runs on, so both sides have the terms in writing. Laws differ by country and by state. Have a lawyer where you live read it before anyone signs.

1 The authors and the book

1.1 This agreement is made on [DATE] between [FIRST AUTHOR FULL NAME], of [ADDRESS] ("Author A"), and [SECOND AUTHOR FULL NAME], of [ADDRESS] ("Author B"), together the "Authors".

1.2 The Authors will write together a book with the working title [WORKING TITLE], about [SUBJECT] (the "Book"), of about [60,000 TO 80,000] words, in [LANGUAGE].

1.3 The Book includes the proposal, outline, sample chapters, drafts, notes, interview recordings and research the Authors make for it.

2 Who writes what

2.1 Each Author will do the work set out against their name in Schedule 1.

- ☐ Both Authors write. Each drafts the chapters listed against their name in Schedule 1, and each edits the other's chapters.
- ☐ Author A is the expert and Author B is the writer. Author A supplies the knowledge, the cases and the sources, gives [30 TO 50] hours of interviews, and checks every draft for accuracy. Author B writes the text.

2.2 Neither Author will hand any part of their work to a third party, such as a researcher or an editor, without the other's written consent.

3 Deadlines

3.1 Each Author will deliver their part by the dates in Schedule 1, and the Authors will deliver the full manuscript to the publisher by [DATE] or the date in the publishing contract, whichever is earlier.

3.2 If an Author expects to miss a date, they will tell the other in writing at least [14] days before it.

3.3 If an Author misses a date by more than [60] days, after written notice from the other, clause 10 applies as if that Author had stopped.

4 Who owns the copyright

4.1 The Authors own the copyright in the Book together, in these shares: Author A [50]%, Author B [50]%.

4.2 These shares apply whoever wrote any particular sentence. To make that true, each Author assigns to the other whatever part of their copyright in the Book is needed for the copyright to be held in the shares above, for the whole world and the full term of copyright.

4.3 Neither Author will assign, license, charge or give away any right in the Book, alone, without the other's prior written consent.

4.4 Either Author may register the copyright in both names. Each Author keeps their right to be named as author of the Book.

5 Advance, royalties and costs

5.1 All money from the Book, including advances, royalties, subsidiary rights income and prizes, is shared between the Authors in these proportions: Author A [50]%, Author B [50]%.

5.2 The Authors will ask the publisher and any agent to pay each Author their share direct. If one Author receives money due to the other, they will pay it on within [14] days, with the statement it came with.

5.3 Costs agreed in writing in advance, such as research, permissions, travel and indexing, are shared in the same proportions. Neither Author spends more than [AMOUNT] on the Book without the other's written agreement.

5.4 Each Author pays their own tax and their own agent's commission, if any.

6 Credit and the cover

6.1 The Authors' names will appear on the cover, the spine, the title page and in publicity as follows. Strike the others.

- ☐ [AUTHOR A NAME] and [AUTHOR B NAME], in that order, in the same type size.
- ☐ The names in alphabetical order of surname.
- ☐ [AUTHOR A NAME] with [AUTHOR B NAME].

6.2 Each Author's biography in the Book and in publicity is written by that Author and approved by the other.

7 Who decides

7.1 Each Author has the final say over the parts listed against their name in Schedule 1.

7.2 Decisions about the whole Book, such as the title, the structure, the publisher, the cover and any deal under clause 8, need both Authors' written agreement. Neither Author will hold back agreement without a good reason.

7.3 If the Authors cannot agree within [14] days, the decision goes to [NAME OF AGENT, EDITOR OR OTHER PERSON BOTH TRUST], whose written decision both will follow.

- ☐ On matters of fact and accuracy, Author A has the casting vote.

8 Dealing with agents and publishers

8.1 The Authors will appoint any agent and sign any publishing contract together. Neither Author will sign, promise or negotiate anything for the Book on behalf of the other without written authority.

8.2 [NAME] is the main contact for the agent and the publisher. That Author will copy the other into all correspondence about the Book, and will share every offer within [3] days of receiving it.

8.3 Each Author will give the other a copy of every contract, statement and payment advice about the Book.

9 Promises to each other

9.1 Each Author promises that their contribution is original, does not copy anyone else's work except with permission, and is not defamatory or in breach of confidence, to the best of their knowledge.

9.2 Each Author is responsible for claims that arise from their own contribution.

- ☐ No AI tool will write, rewrite or edit any part of the Book. AI may be used for transcription and sorting of research only, with every quotation checked against the source.

10 If one Author stops

10.1 Either Author may withdraw from the Book by written notice. A withdrawing Author will hand the other all drafts, notes, recordings and research within [14] days.

10.2 The remaining Author may finish the Book, alone or with a new co-author, and may use the withdrawing Author's contribution in it.

10.3 The withdrawing Author's share of the copyright and the money under clauses 4 and 5 becomes: ☐ [25]% of their original share ☐ the share of the final Book's words they wrote, as agreed or as decided under clause 7 ☐ nothing, if they withdraw before delivering [MILESTONE].

10.4 If the publisher asks for the advance back because the Book is not delivered, the Author who caused the failure repays it. Otherwise each repays what they received.

11 Death or incapacity

11.1 If an Author dies or cannot work for more than [90] days, their estate or legal representative keeps their share of the copyright and the money, adjusted under clause 10 if the Book is unfinished.

11.2 The surviving Author may finish the Book and makes the decisions under clause 7 for it, after consulting the estate on the cover credit and any new deal.

11.3 Each Author names a literary executor in Schedule 2, to deal with the other Author and the publisher after their death.

12 Sequels, new editions and other rights

12.1 New editions, revisions and updates of the Book need both Authors' agreement. Each Author gets the first chance to work on them.

12.2 Neither Author will write a sequel, a companion book or any work using the Book's title, characters, cases or text without the other's written consent. If one Author proposes a sequel and the other declines in writing within [30] days, the proposing Author may write it alone and pays the other [10]% of what it earns.

12.3 Film, television, audio, translation, stage and other rights in the Book are licensed only with both Authors' written agreement, and the income is shared under clause 5.

12.4 Each Author stays free to write other books and articles on the same subject from their own knowledge, without copying the Book.

13 Disputes and the law

13.1 This agreement is governed by the laws of [COUNTRY, AND STATE OR EMIRATE IF ANY].

13.2 If a dispute arises, the Authors will first try the process in clause 7, then mediation in [CITY]. If that fails, ☐ the courts of [CITY] have exclusive jurisdiction ☐ the dispute goes to arbitration by a sole arbitrator in [CITY], under [RULES, FOR EXAMPLE THE ARBITRATION AND CONCILIATION ACT 1996 (INDIA)].

14 General

14.1 This agreement, with its schedules, is the whole agreement between the Authors about the Book. Changes are valid only in writing signed or confirmed by email by both Authors.

14.2 This agreement continues for the full term of copyright in the Book, and binds each Author's heirs and estate.

14.3 It may be signed in counterparts and by electronic signature. If any clause is unenforceable, the rest stands.

Schedule 1: who writes what, and when

Author A writes or provides	[CHAPTERS, INTERVIEW HOURS OR OTHER WORK]
Author B writes or provides	[CHAPTERS, INTERVIEW HOURS OR OTHER WORK]
Author A has the final say over	[FOR EXAMPLE, FACTS, CASES AND TECHNICAL CONTENT]
Author B has the final say over	[FOR EXAMPLE, STRUCTURE, VOICE AND STYLE]
Proposal and sample chapters	[DATE]
Full first draft	[DATE]
Final manuscript	[DATE]
Schedule 2	literary executors
Author A	[NAME, EMAIL]
Author B	[NAME, EMAIL]

Signatures

Author A

SIGNATURE

FULL NAME

DATE

Author B

SIGNATURE

FULL NAME

DATE