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UNIVERSITY OF CALIFORNIA PRESS
MEMORANDUM OF AGREEMENT
BERKELEY LOS ANGELES LONDON

This agreement, dated January 22, 2013 (the "Agreement") is made by and between **The Regents of the University of California, a California corporation, for University of California Press**, 2120 Berkeley Way, Berkeley, CA 94704 (hereinafter, the "Publisher"), and **California Coastal Commission, 45 Fremont Street, #2000, San Francisco, CA 94105** (hereinafter, the "Author" whether or not he or she is a sole proprietor or the parties are co-proprietors), relating to a book tentatively entitled **Coastal Access Guide, 7th edition** (the "Work").

In accordance with the terms and conditions hereunder, the parties hereby agree as follows:

1. DESCRIPTION OF THE WORK. The Work shall consist of a **camera-ready** manuscript of not more than **416 pages** (including notes, bibliography, appendices and/or other material requested by the Publisher), together with **150** line drawings or other art, including but not limited to charts, graphs, figures, examples, and tables, **295** color photographs, and **167 color** maps, on the following subject matter:

An updated guide to California's coast, detailing where to go, how to get there, and what facilities and environment to expect at the more than 1200 public access coastal areas.

2. GRANT OF RIGHTS. (a) The Author grants and assigns exclusively to the Publisher, for the full term of copyright, and renewals or extensions thereof, the right to print, publish, promote, display, distribute and sell the Work throughout the world (the "Territory"), in all forms, languages, and media, whether now known or developed during the term of this Agreement, including the right to publish and sell copies of the Work by electronic transmission in the Territory, and to exercise or authorize the exercise of any of the other rights provided for in Paragraph 11 hereunder. This grant of rights is subject only to the Author's statutory right to terminate the grant of any of these rights under the copyright laws of the United States or any other jurisdiction after the number of years specified by law, by serving written notice at least two (2) years prior to the termination date as required by law. In such event, all other rights transferred or granted hereunder shall remain unaffected by such termination.

(b) The Author authorizes the Publisher to copyright the Work in the United States and in all member countries of the Universal Copyright Convention in the name of the Author or that of The Regents of the University of California. Upon the Publisher's request, the Author shall execute any such papers and documents **reasonably acceptable to Author** which the Publisher may deem advisable to protect, assign, record, renew or otherwise perfect or enforce the rights in and to the Work granted to the Publisher hereunder.

3. WARRANTIES AND INDEMNITIES. (a) The Author warrants as follows:

(i) that the Author has full power and authority to make this Agreement;

(ii) that, **to the best of the Author's knowledge**, the Work does not infringe any copyright,

nor violate any proprietary rights, nor contain any libelous or unlawful matter, nor invade the privacy of any person;

- (iii) that, **to the best of the Author's knowledge**, no right in the Work as a whole has in any way been sold, mortgaged, or otherwise disposed of, and that the Work is free from all liens and claims; and
- (iv) that, **to the best of the Author's knowledge**, all statements contained in the Work purporting to be facts are true and any recipe, formula or instruction contained therein will not cause injury or damage to the user if followed as instructed.

The foregoing warranties apply only to the Work submitted and revised by the Author and not to any revision made by the Publisher or its assignees.

(b) The Author agrees to hold the Publisher, its licensees, and its distributees harmless from any claim, action, or proceeding alleging facts that constitute a breach of any warranty enumerated in **Paragraph 3(a)**, and further agrees to indemnify the Publisher and others against expenses and attorney's fees that may be incurred in defense against each **such** claim, action, or proceeding.

(c) The Author's warranties and indemnities in **Paragraphs 3(a) and 3(b)** shall survive the termination of this Agreement for any reason.

4. DELIVERY OF THE WORK. **The Author agrees to deliver thirty percent (30%) of the manuscript for the Work to the Publisher not later than June 15, 2013 (the "Partial Manuscript Delivery Date").** The Author agrees to deliver the initial manuscript for the Work to the Publisher not later than **November 15, 2013 (the "Manuscript Delivery Date").** **If the Work is accepted by the Editorial Committee of the Academic Senate of the University of California,** the Author shall deliver the final complete manuscript, together with production-ready illustrations, maps, charts, drawings, or other materials required by the Publisher for the Work (except index) not later than ~~six (6) months~~ **12 months** after acceptance of the Work by the Editorial Committee of the ~~Academic Senate of the University of California (the "Final Delivery Date")~~ **the date on which this contract is executed.** If the Author fails to meet either deadline, the Publisher at its option shall be released from all obligations under this Agreement and the Agreement shall terminate under the provisions of Paragraph 16 hereunder unless the Author has been advised in writing of the Publisher's willingness to postpone the delivery date in question. The Author shall not be free to submit the Work elsewhere until it has been re-offered to the Publisher under the terms of this Agreement. **This obligation shall survive termination of this Agreement.**

5. AGREEMENT TO PUBLISH. The Publisher agrees to publish the Work at its own expense (unless otherwise specifically provided in this Agreement) within a reasonable period, unless prevented in doing so due to circumstances beyond its control **in which case it shall continue to diligently pursue publishing of the Work to completion,** in the form that it thinks most suitable. This commitment to publish is contingent on the receipt of a manuscript that is acceptable to the Publisher and to the Editorial Committee of the Academic Senate of the University of California.

6. SIZE, FORM, AND EDITING OF THE MANUSCRIPT. (a) The Author agrees to present a legibly typed manuscript, double-spaced throughout, including extracts, notes, bibliography, and captions, prepared with a commonly used electronic word-processing program and provided both as two (2) printed copies and as word-processing files on an electronic disk or similar physical

device for transmitting such files. All elements of the Work, and in particular the notes, bibliography, and tables, shall be prepared by the Author according to one of the commonly recognized manuals of style and in consultation with the Publisher. With the manuscript, the Author agrees to deliver all illustrative materials as specified above, prepared in a form that is, in the judgment of the Publisher, suitable for typesetting or reproduction. In the event the Publisher determines that the illustrative materials are not suitable and need to be redrawn or revised, or other processing of graphic elements is necessary to prepare them for typesetting or reproduction, the Author shall arrange for this work to be done using the services of a vendor approved by the Publisher and will be responsible for all costs. The Publisher shall provide the Author with a due date for all revisions. The Publisher shall perform customary ~~copy editing~~ **proofreading** of the Work, which is defined as follows: ~~correction of grammar, spelling, punctuation, and usage; styling to achieve consistency and to conform to a commonly recognized standard; occasional rewriting or elimination of sentences for clarity~~ **spell-checking, flagging of missed or inaccurate cross-references, notation of minor errors, and** queries and suggestions addressed to the Author for such improvements as the Publisher may think are necessary. If the Work is submitted in such a form that extensive editing is required (aside from customary copy editing), or that retyping of the manuscript is necessary, the Author shall revise or arrange for the revision to be done by a freelance editor and will be responsible for all costs. The Publisher shall provide the Author with a **reasonable** delivery date for the revised manuscript. If the Author fails to meet the deadline, the Publisher at its option shall be released from obligations and the Agreement shall terminate under the provisions of Paragraph 16 hereunder.

(b) Decisions regarding the title, format, interior design and cover for the Work, and all other design, production, and publishing decisions **shall be subject to mutual agreement between the parties.** ~~are at the Publisher's sole discretion. The Publisher is authorized to make the manuscript conform to the style that it believes to be most suitable for the Work, but is not free, in the process of copy editing, to make substantive changes that do not meet with the Author's approval. The Author agrees to review the edited manuscript and return it promptly to the Publisher, and to make no change of style or substance in the Work subsequent to this review.~~

7. PERMISSIONS, ALTERATIONS, INDEX. (a) As required under U.S. and international copyright laws and in accordance with the Publisher's guidelines, the Author shall obtain, pay for, and deliver to the Publisher proper and complete permissions to reprint, in both print and electronic formats, all text, tables, illustrations, **photos**, or other materials in the Work copyrighted to others (including the Author's own material if the copyright to such material has been assigned to another). The Author agrees to provide to the Publisher, on or before the Final Delivery Date unless otherwise agreed in writing, a completed copy of the Publisher's permissions log along with valid documentation authorizing the Publisher's right to reprint all such material in the Work. In the event the Author is unable to obtain all permissions required by the Publisher or to provide the Publisher with a completed log and supporting documentation by the due date specified, the Publisher may, at the Publisher's **discretion and with the Author's prior written consent**, hire others to complete this work and charge the costs thereof to the Author. The Author shall remit payment to the Publisher for such charges within thirty (30) days of receipt of the Publisher's invoice.

(b) The Publisher shall supply the Author with proofs of the Work to facilitate correction of printer's errors and preparation of an index; the Author shall read, correct, and return the proofs according to the Publisher's schedule and shall make no substantive or stylistic changes without authorization of the Publisher. If the Author does make substantive or stylistic changes in the

proofs and these are authorized by the Publisher, the cost of such changes shall be paid by the Author.

(c) If the Work is to include an index, the Author shall prepare it promptly after receiving page proofs and in a form acceptable to the Publisher. If for any reason the Author prefers not to prepare the index or to revise the index should that be necessary, the Author shall arrange for this work to be done promptly using the services of a vendor approved by the Publisher and will be responsible for all costs.

8. INSURANCE. If the manuscript or other materials submitted by the Author are lost or damaged while in the Publisher's possession, the Publisher shall be responsible for the replacement cost up to a maximum of \$5,000. The Author agrees to retain a duplicate copy of the final and complete form of the Work. If the Author wishes additional insurance for any unique material of special value submitted with the manuscript and provides the Publisher with a written request and an estimate of the value, the Publisher shall arrange for special insurance at the Author's expense, which the Author shall pay within thirty (30) days of the Publisher's invoice.

9. PROMOTION OF THE WORK. (a) The Publisher, and any of its licensees or assigns hereunder, shall have the right to advertise and otherwise promote the Work in keeping with its potential market and at its own expense. It is understood and agreed that for the purposes of publicity or promotion, the Publisher or its licensees may permit the reproduction and/or display in print or on-line or the broadcast (excluding dramatization) by radio or television, without charge, such selections from the Work as in the opinion of the Publisher or its licensees may benefit the sale of the Work. The Publisher shall establish the list price and sales discounts according to its best judgment, keeping in mind the mutual interest of the Publisher and the Author in reaching the market for the Work.

(b) The Author hereby grants to the Publisher and any of its licensees or assigns hereunder the right to use the Author's name, image, likeness, and approved biography in connection with the exercise of any of the rights assigned to the Publisher hereunder, and in advertising and publicity in connection therewith. It is understood and agreed that if requested by the Publisher, the Author shall provide at the Author's expense a reproducible photograph of the Author that the Publisher may use in connection with the Work and in advertising and promotion thereof. Any photograph provided by the Author will be deemed approved by the Author.

10. ROYALTIES. The Publisher shall prepare royalty statements annually, as of June 30. Royalty statements ~~and payments~~ shall be mailed **to the Author annually** in August. **Royalty payments shall be held in the Author's royalty account until the author requests direct payment or sends invoices for miscellaneous book preparation costs to be charged against the account.**

(a) The Publisher agrees to pay the Author royalties on all copies of the Work sold and paid for, except as otherwise specified hereunder. These royalties shall be calculated as a percentage of the net receipts (that is, the list price less discount, if any, to the buyer) as follows:

(i) Hardcover Edition. Except as described in subparagraphs (iii) through (v) below, the following royalties shall be paid on hardcover editions of the Work: a royalty of 7% shall be paid on the first 5,000 copies; a royalty of 10% shall be paid on from 5001 to 10,000 copies; and a royalty of 15% shall be paid on all copies thereafter.

Rates
changed

(ii) Paperback Edition. Except as described in subparagraphs (iii) through (v) below, the following royalties shall be paid on paperback editions of the Work, if issued: a royalty of 10% on the first 5,000 copies; and a royalty of 12.5% on all copies thereafter.

(iii) Special Sales. One-half (1/2) of the applicable royalty shall be paid on special sales at a discount of 51% or more. It is understood and agreed that special sales shall be defined as those sales of the Work outside regular wholesale and retail channels.

(iv) Foreign Sales and Copublications. Royalties on sales to customers located outside the United States and Canada, including bulk sales to distributors or other publishers (**co-publications**), shall be calculated at one-half (1/2) the applicable royalty rate.

(v) No Royalties. No royalties shall be paid on the following: copies sold at less than the cost of manufacture (for the purposes of this agreement "cost of manufacture" shall equal 30% of the current list price); gratis copies distributed and portions of the Work sublicensed or distributed for promotional or publicity purposes; copies lost, destroyed, or damaged.

(b) **ELECTRONIC DISTRIBUTION**. The Publisher agrees to pay the Author 7% of the net proceeds derived from all exercise of electronic rights in the Work, in whole or in part, whether our net proceeds come from direct transactions with customers or from licenses to third parties.

(c) When royalties owed to the Author for any given royalty period are less than \$50, payment shall be deferred until the next **payment** period, or thereafter, until accumulated royalty earnings are \$50 or more. At the Publisher's discretion a **reasonable** percentage of the monies due June 30 (the percentage to equal the Publisher's current return rate) may be deferred to the next royalty **payment** period to avoid overpayment due to copies of the Work returned at a later date.

11. **SUBSIDIARY RIGHTS**. (a) The Author grants and assigns to the Publisher the full, sole, and exclusive right

to arrange for the sale or licensing of the following rights relating to the Work within the territory granted to the Publisher hereunder and upon such terms as the Publisher deems advisable, and the Author agrees that the Publisher shall be the Author's representative and attorney-in-fact for that purpose. If such rights are sold or licensed, the Publisher shall credit to the Author's royalty account the percentage of the amount actually received for such sale or licensing as specified below:

(i) 50% of the amount received by the Publisher for translations, first and second serial rights, selection, abridgment, condensation, digest, adaptation, visualization, anthology, extracts and quotations, syndication, audio recording, photocopy, micro-photographic reproduction, or Braille transcription.

(ii) 50% of the amount received by the Publisher from a license to another publisher to reprint, in whole or in part, in hardcover or paperback; or from royalties received from a book club for a special edition for distribution to its members.

(iii) 50% of the amount received by the Publisher for motion picture, dramatization, public reading, radio, and television.

(b) If the Publisher exercises any of the foregoing rights itself instead of licensing others to do so, the royalty rates, where not otherwise specified above, shall be subject to mutual agreement between the parties.

12. AUTHOR COPIES. (a) The Publisher shall provide the Author, on first publication, **one hundred (100)** free copies of the Publisher's edition of the Work. In the event the Publisher issues hardcover and paperback editions of the Work simultaneously, the Publisher shall provide the Author, on first publication, two (2) free copies of the Publisher's hardcover edition of the Work and eight (8) free copies of the Publisher's paperback edition of the Work. The Publisher further agrees to provide the Author with five (5) free copies of all subsequent editions of the Publisher's edition of the Work. It is understood and agreed that all free copies provided to the Author under the terms of this subparagraph shall be shipped at the Publisher's expense.

(b) The Author shall have the right to purchase copies of the Publisher's edition of the Work at a 40% non-returnable discount for prepaid orders, to be shipped at the Author's expense. It is understood and agreed that the Author shall not sell copies of the Work purchased under this subparagraph 12(b) through jobbers, wholesalers or regular trade channels, but may offer such copies for sale at conferences, workshops, lectures and other personal appearances or through the Author's mailing list or the Author's website. All other sales outlets shall be the exclusive territory of the Publisher.

(c) For publicity and promotional purposes only during the term of the Agreement, the Author may display up to 20% of the Work **at any given time** on the Author's website, **other publications or reports**, provided (i) such use does not occur prior to publication of the Work, unless otherwise authorized in writing by the Publisher; (ii) the Author assumes full responsibility for obtaining and paying for any grant of rights, permissions and/or releases necessary for use of third-party material within the content posted; (iii) prominent credit is provided to the title, author, and copyright year of the Work and to University of California Press as publisher; and (iv) a direct link is provided to the Publisher's website (www.ucpress.edu). **If the 20% of the Work is changed in the Author's website, publications, or reports, this material should not exceed 20% nor shall it be rotated more frequently than quarterly. Notwithstanding anything to the contrary in this Agreement, the Author shall have unlimited rights to utilize maps, photos, and other individual components of the Work in any form, including print and electronic forms, to list, describe, and publicize opportunities for public access to the California coast consistent with Public Resources Code Sec. 30000 et. seq. In so doing, the Author agrees to protect the Work as whole, as provided by Paragraph 13 of this Agreement.**

13. PROTECTION OF THE WORK. During the term of the Agreement the Author shall not, without the Publisher's permission, publish any abridged or other version of the Work, or any book of a similar character tending to interfere with the sale of the Work covered by the Agreement.

14. REVISED EDITIONS. (a) The Publisher shall retain the right at its sole discretion to publish a revised edition of the Work (the "Revision") under the terms of the Agreement, except however in the event the Revision requires a recreation of more than twenty percent (20%) of the Work, in which case the terms of the Revision shall be subject to mutual agreement of the parties.

(b) The Publisher may request that the Author supply new text, illustrations and/or other material, or revised text, illustrations and/or other material, for the Revision. Should the Author be unable or unwilling to deliver a satisfactory manuscript or illustrations for the Revision

according to the reasonable schedule requested by the Publisher, the Publisher may **with the Author's prior written consent** engage another person to prepare the Revision in consultation with the Author or the Author's legal representative. The Publisher may deduct from any royalties due or that may become due the Author for the Revision any payments or royalties paid to such person. The Publisher may describe such person in the Revision as editor or co-author at the Publisher's discretion.

15. **OPTION.** The Author agrees to offer the Publisher the opportunity to acquire rights with respect to the Author's next book-length work before submitting it to any other publisher, whether directly or indirectly. The Publisher shall be entitled to a period of six (6) weeks after submission of a detailed proposal and sample chapter for such next work within which to notify the Author of the Publisher's decision. If within that period the Publisher notifies the Author of its desire to publish the manuscript, the Publisher shall thereupon negotiate with the Author with respect to the terms of such publication. If the parties are unable to agree upon terms within thirty (30) business days after the Author's receipt of the Publisher's offer **or if the Publisher does not respond within 6 weeks after the Author's initial submission, the** Author shall be free to submit the manuscript elsewhere.

16. **DURATION AND TERMINATION OF AGREEMENT.** (a) The provisions regarding form, content, and time of receipt of the manuscript for the Work, including provisions for the Author's prompt return of the edited manuscript and review of proofs, are material terms of this Agreement and upon the Author's failure to comply with any of these provisions, the Publisher may, at its option, terminate this Agreement by written notice to the Author, whereupon the Author shall immediately return to the Publisher all amounts that the Publisher may have previously paid to the Author under the terms of the Agreement. Only after such payment is made shall all rights to the Work granted to the Publisher revert to the Author.

(b) This Agreement shall continue for the duration of the copyright on the original and all subsequent editions, subject to conditions agreed upon for earlier termination, as set forth hereunder.

(c) During the first three (3) years from the date of publication, the Publisher shall **promptly** advise the Author in writing if it has failed to keep the Work in print or wishes to discontinue publication.

(d) The Author shall have the right to terminate the Agreement by written notice if the Publisher or its licensees fail to keep the Work in print at any time during the term of the Agreement and do not reprint it within six (6) months following the Author's written request to the Publisher to do so. Within thirty (30) days of receiving such notice to terminate, the Publisher shall make any bound copies or unbound sheets remaining with the Publisher available to the Author for purchase at a price approximating actual manufacturing cost, as **reasonably** determined by the Publisher. If the Author fails to exercise this option to purchase within thirty (30) days of receiving cost information from the Publisher, the Publisher shall be free to destroy or otherwise dispose of any bound or unbound stock without payment of royalty. Upon termination of the Agreement under the provisions of this subparagraph, the Publisher agrees to revert the rights granted by the Author hereunder for the Work to the Author, ~~provided the Author requests such reversion in writing.~~ All existing rights granted to the Publisher under this agreement, except those rights the Publisher has previously granted to licensees, shall then revert to the Author.

17. **TERMINATION UNDER U.S. COPYRIGHT LAW.** If, pursuant to the United States
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1/22/13

Copyright Act, the Author (or, if deceased, the successor of the Author) has the right to terminate the rights granted hereunder, and elects to exercise such right as provided pursuant to such Act, after such termination, the Author shall not exercise or dispose of such rights except in accordance with the following procedure: commencing with the date of such termination, the Author and the Publisher shall negotiate in good faith for a period of not less than sixty (60) days with respect to mutually agreeable terms and conditions. If the parties are unable in good faith to arrive at a mutually satisfactory agreement for such publication, the Author shall be free to offer the rights terminated elsewhere.

18. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of both parties. It may be assigned as a whole (but not in part) by either party with the advance written consent of the other.

19. NOTIFICATION. All notices that may be proper or necessary for fulfillment of this Agreement may be served in writing either by personal delivery or by certified mail addressed to the last-known post office address of either party.

20. GOVERNING LAW. Regardless of the place of its actual execution and performance, this Agreement shall be treated as though executed and performed within the State of California, and shall be governed by and interpreted under the laws of the State of California.

21. ENTIRE UNDERSTANDING. This Agreement represents the complete and entire understanding of the Author and Publisher regarding the Work. Its terms and conditions may not be modified or altered except by a separate written instrument signed by both parties. This Agreement supersedes any prior agreements between the parties with regard to its subject matter, whether oral or written. The waiver of a breach or of a default under any provision hereof shall not be deemed a waiver of any subsequent breach or default. The language of this Agreement shall in all cases be construed in accordance with its full and fair meaning.

22. OTHER PROVISIONS.

None.

This Agreement has been duly executed as of the date first written above.

For University of California Press

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

University of California Press

Denise Penrose,
Editorial Director, Assistant Director
University of California Press

Information below needed for royalty records and copyright registration

Singh Hansel, Chief Deputy Director
California Coastal Commission
USA
Citizenship
SAN MATEO
Country of Residence

Approved: WDP

THE
UNIVERSITY
OF *California*
PRESS

2120 Berkeley Way, Berkeley, California 94704-1012 U.S.A. Receptionist: (510) 642-4247
General Fax Numbers: (510) 643-7127 and (510) 642-1144

June 29, 2004

California Coastal Commission
45 Fremont St., Suite 2000
San Francisco CA 94105

After we have both signed this letter, it shall amend that contract between the Commission and The Regents of the University of California, a California corporation, for the University of California Press (the Publisher), pertaining to the book entitled *California Coastal Access Guide, 6th ed.*, as follows:

Clause 16. Strike the parenthetical phrase "for this or subsequent editions."

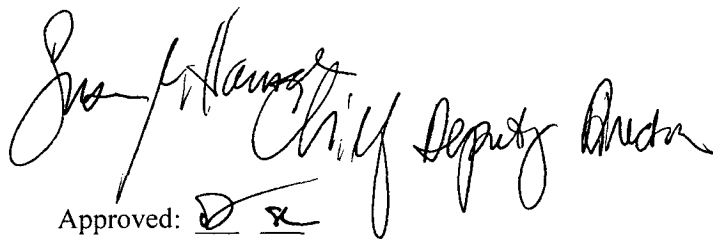
Except as we have amended it, that Memorandum of Agreement dated 1 June 2003 remains in full force and effect.

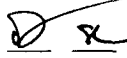
For the Regents of the
University of California



Laura Cerruti
University of California Press

California Coastal Commission



Approved: 

THE
UNIVERSITY
OF *California*
PRESS

2120 Berkeley Way, Berkeley, California 94704-1012 U.S.A. Receptionist: (510) 642-4247
General Fax Numbers: (510) 643-7127 and (510) 642-1144

June 29, 2004

California Coastal Commission
45 Fremont St., Suite 2000
San Francisco CA 94105

After we have both signed this letter, it shall amend that contract between the Commission and The Regents of the University of California, a California corporation, for the University of California Press (the Publisher), pertaining to the series entitled *The California Coastal Commission Regional Guides*, as follows:

Clause 18. Strike the parenthetical phrase "for this or subsequent editions of any title in the series."

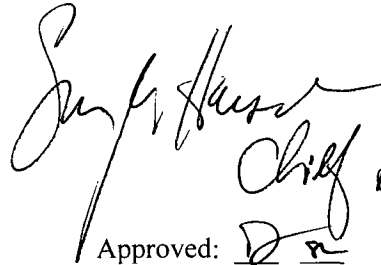

Except as we have amended it, that Memorandum of Agreement dated 16 April 2004 remains in full force and effect.

For the Regents of the
University of California



Scott Norton
University of California Press

California Coastal Commission


Chief Deputy Director
Approved: 

THE
UNIVERSITY
OF *California*
PRESS

2120 Berkeley Way, Berkeley, California 94720 • (510) 642-4247
FAX • (510) 643-7127

SCOPE OF AGREEMENT

This Memorandum of Agreement is made on the 16th of April, 2004, between

The California Coastal Commission

(hereinafter called "the Author," whether or not he or she is a sole proprietor or the parties are coproprietors) and The Regents of the University of California, a California corporation, for the University of California Press (hereinafter called "the Publisher"), relating to a series of five books now entitled

The California Coastal Commission Regional Guides

(hereinafter called "the Series"). It is agreed as follows:

1. **AUTHOR'S GRANTS.** The Author grants and assigns exclusively to the Publisher the unlimited right to publish and/or use the text of the Series, whether in whole or in part, throughout the world, in all forms, languages, and media, whether now known or developed during the term of this agreement, including the right to publish by distributing copies of the Series by electronic transmission, during the full term of copyright, subject only to the statutory right of the Author to terminate this agreement after the number of years specified by law, by serving written notice at least two years prior to the termination date as required by law.

The Author authorizes the Publisher to copyright the Series in the United States and in all member countries of the Universal Copyright Convention in the name of the State of California, California Coastal Commission.

2. **AUTHOR'S WARRANTY.** The Author warrants as follows:
 - (a) that he or she has full power and authority to make this agreement;
 - (b) that the Series does not infringe on any copyright, nor violate any proprietary rights, nor contain any libelous matter, nor invade the privacy of any person; and
 - (c) that no right in the Series has in any way been sold, mortgaged, or otherwise disposed of, and that the Series is free from all liens and claims.

The foregoing warranties apply only to the Series submitted and revised by the Author and not to any subsequent revision made by the Publisher or its assignees.

3. DELIVERY OF MANUSCRIPT. The Author shall deliver to the Publisher the complete, final PDF files for each title in the Series, with all art, including maps, in place, along with one complete laser printout of all pages at 100 percent of final print size, and a written disk inventory specifying application, version, file format, resolution used, and all file names. These materials (hereinafter called "the Manuscript") for the first title in the Series shall be delivered no later than the close of business February 1, 2005. A delivery date for each subsequent title in the series shall be set by mutual agreement between the Author and the Publisher no later than one month after the delivery of the Manuscript for the previous title.

The Manuscripts for the ~~five~~ ^{SMK} titles will be delivered in the following order, at the rate of about one per year, unless a revised order is established by mutual agreement between the Author and the Publisher:

Guide to the Coast of Northern California
Guide to the Coast of Central California
Guide to the Coast of Southern California
Guide to the Coast of the Los Angeles Region
Guide to the Cost of the San Francisco Bay Region

If the Author misses any of these deadlines and has not been impeded by circumstances that may reasonably be considered beyond the Author's control, the Publisher shall be released from all obligations under this agreement unless the Author has been advised in writing of the Publisher's willingness to postpone the delivery date. The Author shall not be free to submit the Series elsewhere until it has been reoffered to the Publisher under the terms of this agreement.

4. AGREEMENT TO PUBLISH. The Publisher agrees to publish the Series at its own expense (unless otherwise specifically provided in this agreement) within a reasonable period in the form that it thinks most suitable. This commitment to publish is contingent on the receipt of Manuscripts that are acceptable to the Publisher and to the Editorial Committee of the Academic Senate of the University of California.
5. SIZE AND FORM OF MANUSCRIPT. The final and complete length of the Manuscript of each title in the Series shall not exceed ~~50,000~~ 77,500 words. ^{SMK}

Illustrative materials in the Series shall not exceed the following per title:

~~200~~ color photographs and ~~45~~ color maps.

350 SMK

60 SMK

The Author agrees to present two copies of the legible typescript, double-spaced throughout, including extracts, notes, bibliography, and legend copy. All elements of the Series, and in particular the notes, bibliography, and tables, shall be prepared by the Author according to one of the commonly recognized manuals of style and in consultation with the Publisher. With each Manuscript, the Author agrees to deliver all illustrative materials as specified above, prepared in a form that is, in the judgment of the Publisher, suitable for typesetting or reproduction.

6. EDITING. The Publisher shall perform customary copyediting of the Series, which is defined as follows: correction of grammar, spelling, punctuation, and usage; styling to achieve consistency and to conform to a commonly recognized standard; occasional rewriting or elimination of sentences for clarity; and queries and suggestions addressed to the Author for such other improvements as the Publisher may think are necessary. If the Series is submitted in such a form that extensive editing is required (aside from customary copyediting), or that retyping of each Manuscript or redrawing or other processing of graphic elements is necessary, such work shall be done at the Author's expense.

The Publisher is authorized to make each Manuscript conform to the style that it believes most suitable for the Series, but it is not free, in the process of copyediting, to make substantive changes that do not meet with the Author's approval. The Author agrees to review each edited Manuscript and return it by the date specified by the Publisher, and to make no change of style or substance in the Series subsequent to this review.

7. PERMISSIONS. If the Author furnishes any copyrighted text, tables, illustrations, photographs, maps, or other materials in the Series, whether these are the Author's own or those of another, and this use does not meet the criteria specified in the fair use section of the copyright law, then the Author agrees to obtain and deliver to the Publisher proper and complete permissions to reprint such materials from the owners of the copyrights, and to pay all related permission fees.
8. AUTHOR'S ALTERATIONS, INDEX. The Publisher shall supply the Author with proofs of the each title in the Series to facilitate correction of printer's errors. The Author shall read, correct, and return the proofs according to the Publisher's schedule and shall make no substantive or stylistic changes in the proofs without authorization of the Publisher. If the Author does make substantive or stylistic changes in the proofs and these are authorized by the Publisher, the cost of such changes shall be paid by the Author.

If each title in the Series is to include an index, the Author shall prepare it promptly in a form acceptable to the Publisher. If for any reason it becomes necessary for the Publisher to prepare or revise the index, the cost of doing so shall be charged to the Author.

9. INSURANCE. If the Manuscript or other materials submitted by the Author are lost or damaged while in the Publisher's possession, the Publisher shall be responsible for the replacement cost up to a maximum of \$5,000. The Author agrees to retain a duplicate copy of the final and complete form of each Manuscript in the Series. If the Author wishes additional insurance for any unique material of special value submitted with a Manuscript and provides the Publisher with a written request and an estimate of the value, the Publisher shall arrange for special insurance at the Author's expense.
10. PROMOTION OF SERIES. The Publisher shall advertise and otherwise promote the Series in keeping with its potential market and shall defray all costs of promotion. The Publisher shall establish the list price and sales discounts according to its best judgment, keeping in mind the mutual interest of Publisher and Author in reaching the market for the Series.
11. ROYALTIES. The Publisher prepares royalty statements annually, as of June 30. Royalty statements and payments are mailed in August.

Except as set forth in Paragraph 11(f), the Publisher agrees to pay the Author royalties on all copies of the Series sold and paid for. These royalties shall be calculated as a percentage of the net receipts (that is, the list price less discount, if any, to the buyer), as follows:

- (a) Royalties of 12.5% shall be paid on all hardcover and electronic copies of titles in the Series.
- (b) Royalties on paperback editions of each title, if issued, shall be 10% until 5,000 copies of that title have been sold and 12.5% thereafter.
- (c) One-half of the applicable royalties shall be paid on special sales at a discount of 51% or more.
- (d) Royalties on sales to customers located outside the United States and Canada, including bulk sales to distributors or other publishers (copublications), shall be calculated at 1/2 the applicable royalty rate.
- (e) No royalties shall be paid on the following: copies sold at less than the cost of manufacture (for the purposes of this agreement "cost of manufacture" shall equal 30% of the current list price); gratis copies distributed for publicity purposes or otherwise; copies furnished to the Author as provided in Paragraph 13 of this agreement; copies lost, destroyed, or damaged.

- (f) When royalties owed to the Author for any given royalty period are less than \$50, payment shall be deferred until the next period, or thereafter, until accumulated royalty earnings are \$50 or more. At the Publisher's discretion a percentage of the monies due June 30 (the percentage to equal the Publisher's current return rate) may be deferred to the next royalty period to avoid overpayment due to copies of the Series being returned at a later date.

12. OTHER RIGHTS. The Author also grants and assigns to the Publisher the full, sole, and exclusive to arrange for the sale or licensing of the following rights relating to the Series, and agrees that the Publisher shall be the Author's representative and attorney-in-fact for that purpose. If such rights are sold or licensed, the Publisher shall credit to the Author's royalty account:

- (a) 50% of the amount received by the publisher for translations, first and second serial rights, selection, abridgment, condensation, digest, adaptation, visualization, anthology, quotation, syndication, recording, photocopy and microphotographic reproduction, Braille transcription, and use of the Series in electronic form or media, whether now known or developed during the term of this agreement, including the right to publish by distributing copies of the Series by electronic transmission.
- (b) 50% of the amount received by the Publisher from royalties from a book club for a special edition for distribution to its members.
- (c) 75% of the amount received by the Publisher for motion picture, dramatization, public reading, radio, and television.

13. AUTHOR'S COPIES. The Publisher shall provide the Author with one hundred (100) free copies of each title in the Series on publication. The Author may purchase additional copies, not for resale, at the list price less 40% discount, plus postage.

14. PROTECTION OF SERIES. During the term of this agreement the Author shall not, without the Publisher's permission, publish any abridged or other version of any title in the Series, or any book of a similar character tending to interfere with the sale of any title in the Series covered by this agreement.

15. REVISIONS. Should the Publisher decide to issue an abridged, expanded, or revised edition of any title in the Series resulting in the resetting of 20% or more of the type, royalty rates shall be renegotiated for that title.

Upon request of the Publisher, the Author agrees to revise the first and subsequent editions of titles in the Series and to supply such new material as may be necessary to keep it up to date.

16. DURATION AND TERMINATION OF AGREEMENT. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of both

parties. It may be assigned as a whole (but not in part) by either party with the advance written consent of the other.

The provisions regarding form, content, and time of receipt of the Manuscripts for titles in the Series, including provisions for the Author's prompt return of the edited Manuscripts, are material terms of this agreement and upon the Author's failure to comply with any of these provisions, the Publisher may, at its option, terminate this agreement by written notice to the Author, whereupon the Author shall return to the Publisher all amounts that it may have advanced; after such payment is made, all rights granted to the Publisher shall revert to the Author.

This agreement shall continue for the duration of the copyright of each title in the Series and all subsequent editions, subject to conditions agreed upon for earlier termination, as set forth below.

The Author shall have the right to terminate this agreement by written notice if the Publisher or its licensee fails to keep each title in the Series in print and does not reprint it within six months following the Author's written request to the Publisher to do so. Within thirty days of receiving such notice to terminate, the Publisher shall make any bound copies or unbound sheets remaining with the Publisher available to the Author for purchase at a price approximating actual manufacturing costs, as determined by the Publisher. If the Author fails to exercise this option to purchase within thirty days of receiving cost information from the Publisher, the Publisher shall be free to destroy or otherwise dispose of any bound or unbound stock without payment of royalty.

During the first three years from the date of publication, the Publisher shall advise the Author in writing if it has failed to keep any title in the Series in print or wishes to discontinue publication.

Upon termination of this agreement, the Publisher agrees to assign the copyright for the Series to the Author, provided the Author requests such assignment in writing. All existing rights granted to the Publisher under this agreement, except those rights the Publisher has previously granted to licensees, shall then revert to the Author.

17. NOTIFICATION. All notices that may be proper or necessary for fulfillment of this agreement may be served in writing either by personal delivery or by certified mail addressed to the last-known post office address of either party.
18. OTHER PROVISIONS. All royalties shall be held in the Author's royalty account until the Author requests direct payment or sends invoices for miscellaneous book preparation costs (for this or subsequent editions of any title in the Series) to be charged against the account.

This agreement represents the complete and entire understanding of the Author and Publisher regarding the Series. It may not be modified or altered except by written instrument signed by both parties. Any change made to this document shall render it null and void.

This Memorandum of Agreement shall be considered executed as of the date given above.

CALIFORNIA COASTAL COMMISSION

[Author]

45 FRENCH ST. SUITE 2000
SAN FRANCISCO, CA 94105

SUSAN M. HANUSCH, Chief Deputy Director

[Address]

[Signature]

[Social Security Number]

[Signature]

[The Regents of the University of California
on behalf of the University of California
Press] SCOTT M. NORTON

Approved: [Signature] [Signature]

MEMO

THE
UNIVERSITY
OF *California*

PRESS 2120 Berkeley Way, Berkeley, California 94704 • (510) 642-1570

To: Jane Downs
From: Scott Norton
Date: July 19, 2004
Re: Contract Amendments

Herewith two letters amending agreements between the Press and the California Coastal Commission.

The first alters clause 16 of the agreement concerning the *Coastal Access Guide, Sixth Edition*; the second alters clause 18 of the agreement concerning the California Coastal Commission's Regional Guides series. In both cases, we've removed language that restricted the use of royalties to pay production expenses. This way, the CCC can charge production expenses for future publishing projects against royalties for books already published.

I ran this amendment by Dan Dixon, Sheila Levine, and Judi De Vries before collecting signatures, so this language should permit the charging of Regional Guide expenses against *Access Guide* royalties. Let me know if you need any more documentation.

I'll be submitting a handful of stalled invoices from factcheckers under separate cover. Thanks!

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

CC-03-46

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Coastal Commission

CONTRACTOR'S NAME

University of California Press

2. The term of this Agreement is: From April 16, 2004 through
as long as the Regional Coastal Guides remain in print.

3. The maximum amount of this Agreement is: \$ 0

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

7 pages

Exhibit B – Budget Detail and Payment Provisions

pages

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

pages

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

University of California Press

BY (Authorized Signature)



DATE SIGNED (Do not type)

7/15/04

PRINTED NAME AND TITLE OF PERSON SIGNING

Scott M. Norton, Project Manager, University of California Press

ADDRESS

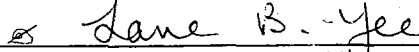
2120 Berkeley Way, Berkeley, CA 94720

STATE OF CALIFORNIA

AGENCY NAME

California Coastal Commission

BY (Authorized Signature)



DATE SIGNED (Do not type)

7/12/04

PRINTED NAME AND TITLE OF PERSON SIGNING

Lane B. Yee, Chief, Fiscal & Business Services

ADDRESS

45 Fremont Street, Suite 2000, San Francisco, CA 94105

California Department of General
Services Use Only

☒ Exempt per: SCM 3.06

EXHIBIT A
(Interagency Agreement)

SCOPE OF AGREEMENT

Refer to following pages under: Scope of Agreement.

1. The project representatives during the term of this agreement will be:

Requesting Agency: Calif. Coastal Commission	Providing Agency: University of California Press
Name: Lane Yee, Chief Fiscal & Business Services	Name: Scott M. Norton, Project Manager
Phone: 415-904-5200	Phone: 510-642-1570

THE
UNIVERSITY
OF *California*
PRESS

2120 Berkeley Way, Berkeley, California 94720 • (510) 642-4247
FAX • (510) 643-7127

CC-03-46
PAGE 1 of 7

SCOPE OF AGREEMENT

This Memorandum of Agreement is made on the 16th of April, 2004, between

The California Coastal Commission

(hereinafter called "the Author," whether or not he or she is a sole proprietor or the parties are coproprietors) and The Regents of the University of California, a California corporation, for the University of California Press (hereinafter called "the Publisher"), relating to a series of five books now entitled

The California Coastal Commission Regional Guides

(hereinafter called "the Series"). It is agreed as follows:

1. **AUTHOR'S GRANTS.** The Author grants and assigns exclusively to the Publisher the unlimited right to publish and/or use the text of the Series, whether in whole or in part, throughout the world, in all forms, languages, and media, whether now known or developed during the term of this agreement, including the right to publish by distributing copies of the Series by electronic transmission, during the full term of copyright, subject only to the statutory right of the Author to terminate this agreement after the number of years specified by law, by serving written notice at least two years prior to the termination date as required by law.

The Author authorizes the Publisher to copyright the Series in the United States and in all member countries of the Universal Copyright Convention in the name of the State of California, California Coastal Commission.

2. **AUTHOR'S WARRANTY.** The Author warrants as follows:

- (a) that he or she has full power and authority to make this agreement;
- (b) that the Series does not infringe on any copyright, nor violate any proprietary rights, nor contain any libelous matter, nor invade the privacy of any person; and
- (c) that no right in the Series has in any way been sold, mortgaged, or otherwise disposed of, and that the Series is free from all liens and claims.

The foregoing warranties apply only to the Series submitted and revised by the Author and not to any subsequent revision made by the Publisher or its assignees.

3. DELIVERY OF MANUSCRIPT. The Author shall deliver to the Publisher the complete, final PDF files for each title in the Series, with all art, including maps, in place, along with one complete laser printout of all pages at 100 percent of final print size, and a written disk inventory specifying application, version, file format, resolution used, and all file names. These materials (hereinafter called "the Manuscript") for the first title in the Series shall be delivered no later than the close of business February 1, 2005. A delivery date for each subsequent title in the series shall be set by mutual agreement between the Author and the Publisher no later than one month after the delivery of the Manuscript for the previous title.

The Manuscripts for the ~~five~~ ^{SMK} ^{SN} titles will be delivered in the following order, at the rate of about one per year, unless a revised order is established by mutual agreement between the Author and the Publisher:

Guide to the Coast of Northern California
Guide to the Coast of Central California
Guide to the Coast of Southern California
Guide to the Coast of the Los Angeles Region
Guide to the Cost of the San Francisco Bay Region

If the Author misses any of these deadlines and has not been impeded by circumstances that may reasonably be considered beyond the Author's control, the Publisher shall be released from all obligations under this agreement unless the Author has been advised in writing of the Publisher's willingness to postpone the delivery date. The Author shall not be free to submit the Series elsewhere until it has been reoffered to the Publisher under the terms of this agreement.

4. AGREEMENT TO PUBLISH. The Publisher agrees to publish the Series at its own expense (unless otherwise specifically provided in this agreement) within a reasonable period in the form that it thinks most suitable. This commitment to publish is contingent on the receipt of Manuscripts that are acceptable to the Publisher and to the Editorial Committee of the Academic Senate of the University of California.
5. SIZE AND FORM OF MANUSCRIPT. The final and complete length of the Manuscript of each title in the Series shall not exceed ~~50,000~~ ^{77,500} words. ^{SMK} ^{SN}

Illustrative materials in the Series shall not exceed the following per title:
~~200~~ color photographs and ~~45~~ color maps.

350 ^{SMK} ^{SN}

60 ^{SMK} ^{SN}

The Author agrees to present two copies of the legible typescript, double-spaced throughout, including extracts, notes, bibliography, and legend copy. All elements of the Series, and in particular the notes, bibliography, and tables, shall be prepared by the Author according to one of the commonly recognized manuals of style and in consultation with the Publisher. With each Manuscript, the Author agrees to deliver all illustrative materials as specified above, prepared in a form that is, in the judgment of the Publisher, suitable for typesetting or reproduction.

6. EDITING. The Publisher shall perform customary copyediting of the Series, which is defined as follows: correction of grammar, spelling, punctuation, and usage; styling to achieve consistency and to conform to a commonly recognized standard; occasional rewriting or elimination of sentences for clarity; and queries and suggestions addressed to the Author for such other improvements as the Publisher may think are necessary. If the Series is submitted in such a form that extensive editing is required (aside from customary copyediting), or that retyping of each Manuscript or redrawing or other processing of graphic elements is necessary, such work shall be done at the Author's expense.

The Publisher is authorized to make each Manuscript conform to the style that it believes most suitable for the Series, but it is not free, in the process of copyediting, to make substantive changes that do not meet with the Author's approval. The Author agrees to review each edited Manuscript and return it by the date specified by the Publisher, and to make no change of style or substance in the Series subsequent to this review.

7. PERMISSIONS. If the Author furnishes any copyrighted text, tables, illustrations, photographs, maps, or other materials in the Series, whether these are the Author's own or those of another, and this use does not meet the criteria specified in the fair use section of the copyright law, then the Author agrees to obtain and deliver to the Publisher proper and complete permissions to reprint such materials from the owners of the copyrights, and to pay all related permission fees.
8. AUTHOR'S ALTERATIONS, INDEX. The Publisher shall supply the Author with proofs of the each title in the Series to facilitate correction of printer's errors. The Author shall read, correct, and return the proofs according to the Publisher's schedule and shall make no substantive or stylistic changes in the proofs without authorization of the Publisher. If the Author does make substantive or stylistic changes in the proofs and these are authorized by the Publisher, the cost of such changes shall be paid by the Author.

If each title in the Series is to include an index, the Author shall prepare it promptly in a form acceptable to the Publisher. If for any reason it becomes necessary for the Publisher to prepare or revise the index, the cost of doing so shall be charged to the Author.

9. INSURANCE. If the Manuscript or other materials submitted by the Author are lost or damaged while in the Publisher's possession, the Publisher shall be responsible for the replacement cost up to a maximum of \$5,000. The Author agrees to retain a duplicate copy of the final and complete form of each Manuscript in the Series. If the Author wishes additional insurance for any unique material of special value submitted with a Manuscript and provides the Publisher with a written request and an estimate of the value, the Publisher shall arrange for special insurance at the Author's expense.
10. PROMOTION OF SERIES. The Publisher shall advertise and otherwise promote the Series in keeping with its potential market and shall defray all costs of promotion. The Publisher shall establish the list price and sales discounts according to its best judgment, keeping in mind the mutual interest of Publisher and Author in reaching the market for the Series.
11. ROYALTIES. The Publisher prepares royalty statements annually, as of June 30. Royalty statements and payments are mailed in August.

Except as set forth in Paragraph 11(f), the Publisher agrees to pay the Author royalties on all copies of the Series sold and paid for. These royalties shall be calculated as a percentage of the net receipts (that is, the list price less discount, if any, to the buyer), as follows:

- (a) Royalties of 12.5% shall be paid on all hardcover and electronic copies of titles in the Series.
- (b) Royalties on paperback editions of each title, if issued, shall be 10% until 5,000 copies of that title have been sold and 12.5% thereafter.
- (c) One-half of the applicable royalties shall be paid on special sales at a discount of 51% or more.
- (d) Royalties on sales to customers located outside the United States and Canada, including bulk sales to distributors or other publishers (copublications), shall be calculated at 1/2 the applicable royalty rate.
- (e) No royalties shall be paid on the following: copies sold at less than the cost of manufacture (for the purposes of this agreement "cost of manufacture" shall equal 30% of the current list price); gratis copies distributed for publicity purposes or otherwise; copies furnished to the Author as provided in Paragraph 13 of this agreement; copies lost, destroyed, or damaged.

parties. It may be assigned as a whole (but not in part) by either party with the advance written consent of the other.

The provisions regarding form, content, and time of receipt of the Manuscripts for titles in the Series, including provisions for the Author's prompt return of the edited Manuscripts, are material terms of this agreement and upon the Author's failure to comply with any of these provisions, the Publisher may, at its option, terminate this agreement by written notice to the Author, whereupon the Author shall return to the Publisher all amounts that it may have advanced; after such payment is made, all rights granted to the Publisher shall revert to the Author.

This agreement shall continue for the duration of the copyright of each title in the Series and all subsequent editions, subject to conditions agreed upon for earlier termination, as set forth below.

The Author shall have the right to terminate this agreement by written notice if the Publisher or its licensee fails to keep each title in the Series in print and does not reprint it within six months following the Author's written request to the Publisher to do so. Within thirty days of receiving such notice to terminate, the Publisher shall make any bound copies or unbound sheets remaining with the Publisher available to the Author for purchase at a price approximating actual manufacturing costs, as determined by the Publisher. If the Author fails to exercise this option to purchase within thirty days of receiving cost information from the Publisher, the Publisher shall be free to destroy or otherwise dispose of any bound or unbound stock without payment of royalty.

During the first three years from the date of publication, the Publisher shall advise the Author in writing if it has failed to keep any title in the Series in print or wishes to discontinue publication.

Upon termination of this agreement, the Publisher agrees to assign the copyright for the Series to the Author, provided the Author requests such assignment in writing. All existing rights granted to the Publisher under this agreement, except those rights the Publisher has previously granted to licensees, shall then revert to the Author.

17. NOTIFICATION. All notices that may be proper or necessary for fulfillment of this agreement may be served in writing either by personal delivery or by certified mail addressed to the last-known post office address of either party.
18. OTHER PROVISIONS. All royalties shall be held in the Author's royalty account until the Author requests direct payment or sends invoices for miscellaneous book preparation costs (for this or subsequent editions of any title in the Series) to be charged against the account.

This agreement represents the complete and entire understanding of the Author and Publisher regarding the Series. It may not be modified or altered except by written instrument signed by both parties. Any change made to this document shall render it null and void.

This Memorandum of Agreement shall be considered executed as of the date given above.

CALIFORNIA COASTAL Commission
45 Fremont St. Suite 2000

[Author]

SAN FRANCISCO, CA. 94105

SUSAN M. HANCOCK

Chief Deputy Director

[Address]

[Signature]

[Social Security Number]

[Signature]
[The Regents of the University of California
on behalf of the University of California
Press]

SCOTT M. NORTON

Approved: *[Signature]*

ATTACHMENT #1

SCOPE OF AGREEMENT

This agreement is made as of the 1 day of June, 20 03, between

The California Coastal Commission

(hereinafter called the Author, whether or not he or she is a sole proprietor or the parties are coproprietors) and The Regents of the University of California, a California corporation, for the University of California Press (hereinafter called the Publisher), relating to a book now entitled

California Coastal Access Guide, sixth edition

(hereinafter called the Work). It is agreed as follows:

1 AUTHOR'S GRANT

The Author grants and assigns exclusively to the Publisher all rights to publish the Work throughout the world in all forms, languages, and media, whether now known or developed during the term of this agreement, including the right to publish by distributing copies of the Work by electronic transmission, during the full term of copyright, subject only to the Author's statutory right to terminate this agreement after the number of years specified by law, by serving written notice at least two years prior to the termination date as required by law.

The Author authorizes the Publisher to copyright the Work in the United States and in all member countries of the Universal Copyright Convention in the name of the State of California, California Coastal Commission.

2 AUTHOR'S WARRANTY

The Author warrants as follows:

- (a) that he or she has full power and authority to make this agreement;
- (b) that the Work does not infringe any copyright, nor violate any proprietary rights, nor contain any libelous matter, nor invade the privacy of any person; and
- (c) that no right in the Work has in any way been sold, mortgaged, or otherwise disposed of, and that the Work is free from all liens and claims.

The foregoing warranties apply only to the Work submitted and revised by the Author and not to any revision made by the Publisher or its assignees.

- 3 DELIVERY OF MANUSCRIPT
The Author agrees to deliver the complete, final PDF files for the Work, with all art, including maps, in place, along with one complete laser printout of all pages at 100% of final print size, and written disk inventory specifying application, version, file format, resolution used, and all file names, not later than 15 April 2003. If the Author fails to meet this deadline, the Publisher shall be released from all obligations under this agreement unless the Author has been advised in writing of the Publisher's willingness to postpone the delivery date. The Author shall not be free to submit the Work elsewhere until it has been reoffered to the Publisher under the terms of this agreement.
- 4 AGREEMENT TO PUBLISH
The Publisher agrees to publish the Work at its own expense (unless otherwise specifically provided in this agreement) within a reasonable period in the form that it thinks most suitable. This commitment to publish is contingent on the receipt of a manuscript that is acceptable to the Publisher and to the Editorial Committee of the Academic Senate of the University of California.
- 5 SIZE, FORM, AND EDITING OF MANUSCRIPT
The final and complete length of the Work shall not exceed 350 pages. If the Work includes illustrative materials, they shall not exceed the following: 200 photographs, 150 maps, 150 line illustrations.

All elements of the Work, and in particular the notes, bibliography, and tables, shall be prepared by the Author according to one of the commonly recognized manuals of style and in consultation with the Publisher. With the manuscript, the Author agrees to deliver all illustrative materials as specified above, prepared in a form that is, in the judgment of the Publisher, suitable for typesetting or reproduction. The Publisher shall perform customary copy editing of the Work, which is defined as follows: correction of grammar, spelling, punctuation, and usage; styling to achieve consistency and to conform to a commonly recognized standard; occasional rewriting or elimination of sentences for clarity; and queries and suggestions addressed to the Author for such other improvements as the Publisher may think are necessary. If the Work is submitted in such a form that extensive editing is required (aside from customary copy editing), or that retyping of the manuscript or redrawing or other processing of graphic elements is necessary, such work shall be done at the Author's expense.

The Publisher is authorized to make the manuscript conform to the style that it believes to be most suitable for the Work, but is not free, in the process of copy editing, to make substantive changes that do not meet with the Author's approval. The Author agrees to review the edited manuscript and return it promptly to the Publisher, and to make no change of style or substance in the Work subsequent to this review.
- 6 PERMISSIONS, AUTHOR'S ALTERATIONS, INDEX
If the Author uses any copyrighted text, tables, illustrations, or other materials in the Work, whether these are the Author's own or those of another, and if this use does not meet the criteria specified in the fair use section of the copyright law, the Author agrees to obtain and deliver to the Publisher proper and complete permissions to reprint such materials from the owners of the copyrights, and to pay all related permission fees.

The Publisher shall supply the Author with proofs of the Work to facilitate correction of printer's errors and preparation of an index; the Author shall read, correct, and return the proofs according to the Publisher's schedule and shall make no substantive or stylistic changes without authorization of the Publisher. If the Author does make substantive or stylistic changes in the proofs and these are authorized by the Publisher, the cost of such changes shall be paid by the Author.

If the Work is to include an index, the Author shall prepare it promptly after receiving page proofs and in a form acceptable to the Publisher. If for any reason it becomes necessary for the Publisher to prepare or revise the index, the cost of doing so shall be charged to the Author.

7 INSURANCE

If the Manuscript or other materials submitted by the Author are lost or damaged while in the Publisher's possession, the Publisher shall be responsible for the replacement cost up to a maximum of \$5,000. The Author agrees to retain a duplicate copy of the final and complete form of the Work. If the Author wishes additional insurance for any unique material of special value submitted with the manuscript and provides the Publisher with a written request and an estimate of the value, the Publisher shall arrange for special insurance at the Author's expense.

8 PROMOTION OF WORK

The Publisher shall advertise and otherwise promote the Work in keeping with its potential market and shall defray all costs of promotion. The Publisher shall establish the list price and sales discounts according to its best judgment, keeping in mind the mutual interest of Publisher and Author in reaching the market for the Work.

9 ROYALTIES

The Publisher prepares royalty statements annually, as of June 30. Royalty statements and payments are mailed in August.

Except as set forth in Paragraph 9(f), the Publisher agrees to pay the Author royalties on all copies of the Work sold and paid for. These royalties shall be calculated as a percentage of the net receipts (that is, the list price less discount, if any, to the buyer) as follows:

- (a) HARDCOVER AND ELECTRONIC EDITIONS. A royalty of 12.5% shall be paid on all hardcover and electronic copies of the Work.
- (b) PAPERBACK EDITIONS. A royalty of 10% shall be paid on all paperback copies of the Work up to 5,000 copies sold and 12.5% thereafter.
- (c) SPECIAL SALES. One-half of the applicable royalty shall be paid on special sales at a discount of 51% or more.
- (d) FOREIGN SALES AND COPUBLICATIONS. Royalties on sales to customers located outside the United States and Canada, including bulk sales to distributors or other publishers (copublications), shall be calculated at one-half the applicable royalty rate.
- (e) NO ROYALTIES. No royalties shall be paid on the following: copies sold at less than the cost of manufacture (for the purposes of this agreement "cost of manufacture" shall equal 30% of the current list price); gratis copies distributed for publicity purposes or otherwise; copies furnished to the Author as provided in paragraph 11 of this agreement; copies lost, destroyed, or damaged.
- (f) ROYALTY DEFERRAL. When royalties owed to the Author for any given royalty period are less than \$50, payment shall be deferred until the next period, or thereafter, until accumulated royalty earnings are \$50 or more. At the Publisher's discretion a percentage of the monies due June 30 (the percentage to equal the Publisher's current return rate) may be deferred to the next royalty period to avoid overpayment due to copies of the Work returned at a later date.

10 OTHER RIGHTS

The Author grants and assigns to the Publisher the full, sole, and exclusive right to arrange for the sale or licensing of the following rights relating to the Work, and agrees that the Publisher shall be the Author's representative and attorney-in-fact for that purpose. If such rights are sold or licensed, the Publisher shall credit to the Author's royalty account the following percentage of the amount actually received for such sale or licensing:

- (a) 50% of the amount received by the Publisher for translations, first and second serial rights, selection, abridgment, condensation, digest, adaptation, visualization, anthology, quotation, syndication, recording, photo copy and microphotographic reproduction, Braille transcription, and use of the Work in electronic form or media, whether now known or developed during the term of this agreement, including the right to publish by distributing copies of the Work by electronic transmission.

- (b) 50% of the amount received by the Publisher from a license to another publisher to reprint, in whole or in part, in hardcover or paperback; or from royalties received from a book club for a special edition for distribution to its members.
- (c) 75% of the amount received by the Publisher for motion picture, dramatization, public reading, radio, and television.

11 AUTHOR'S COPIES

The Publisher shall provide the Author with 100 (one hundred) free copies of the Work on publication. The Author may purchase additional copies, not for resale, at the list price less 40% discount, plus postage.

12 PROTECTION OF WORK

During the term of this agreement the Author shall not, without the Publisher's permission, publish any abridged or other version of the Work, or any book of a similar character tending to interfere with the sale of the Work covered by this agreement.

13 REVISIONS

Should the Publisher decide to issue an abridged, expanded, or revised edition resulting in the resetting of 20% or more of the type, royalty rates shall be renegotiated.

Upon request of the Publisher, the Author agrees to revise the first and subsequent editions of the Work and to supply such new material as may be necessary to keep it up to date.

14 DURATION AND
TERMINATION OF
AGREEMENT

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of both parties. It may be assigned as a whole (but not in part) by either party with the advance written consent of the other.

The provisions regarding form, content, and time of receipt of the manuscript for the Work, including provisions for the Author's prompt return of the edited manuscript and review of proofs, are material terms of this agreement and upon the Author's failure to comply with any of these provisions, the Publisher may, at its option, terminate this agreement by written notice to the Author, whereupon the Author shall return to the Publisher all amounts that it may have advanced; after such payment is made, all rights granted to the Publisher shall revert to the Author.

This agreement shall continue for the duration of the copyright on the original and all subsequent editions, subject to conditions agreed upon for earlier termination, as set forth below.

The Author shall have the right to terminate this agreement by written notice if the Publisher or its licensee fails to keep the Work in print and does not reprint it within six months following the Author's written request to the Publisher to do so. Within thirty days of receiving such notice to terminate, the Publisher shall make any bound copies or unbound sheets remaining with the Publisher available to the Author for purchase at a price approximating actual manufacturing cost, as determined by the Publisher. If the Author fails to exercise this option to purchase within thirty days of receiving cost information from the Publisher, the Publisher shall be free to destroy or otherwise dispose of any bound or unbound stock without payment of royalty.

During the first three years from the date of publication, the Publisher shall advise the Author in writing if it has failed to keep the Work in print or wishes to discontinue publication.

Upon termination of this agreement, the Publisher agrees to assign the copyright for the Work to the Author, provided the Author requests such assignment in writing. All existing rights granted to the Publisher under this agreement, except those rights the Publisher has previously granted to licensees, shall then revert to the Author.

15 NOTIFICATION

All notices that may be proper or necessary for fulfillment of this agreement may be served in writing either by personal delivery or by certified mail addressed to the last-known post office address of either party.

16 OTHER PROVISIONS

All royalties shall be held in the Author's royalty account until the Author requests direct payment or sends invoices for miscellaneous book preparation costs (for this or subsequent editions) to be charged against the account.

This agreement represents the complete and entire understanding of the Author and Publisher regarding the Work. It may not be modified or altered except by written instrument signed by both parties. Any change made to this document shall render it null and void.

This agreement has been duly executed as of the date first written above.

AUTHOR(S)

Information below needed for royalty records and copyright registration:

(Signed)

Social Security or Taxpayer ID number

Citizenship

Year of Birth

Country of Residence

Social Security or Taxpayer ID number

Citizenship

Year of Birth

Country of Residence

Social Security or Taxpayer ID number

Citizenship

Year of Birth

Country of Residence

For the University of California Press

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

by _____

University of California Press, 2120 Berkeley Way, Berkeley 94720
405 Hilgard Avenue, Los Angeles 90024

Approved: _____

AGREEMENT NUMBER

CC-03-37

AMENDMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

CALIFORNIA COASTAL COMMISSION

CONTRACTOR'S NAME

University of California Press

2. The term of this Agreement is:

Beginning June 1, 2003 for as long as the 6th edition of the California Coastal Access Guide remains in print.

3. The maximum amount of this Agreement is: \$ 0

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Agreement

5 Page(s)

* Exhibit C – General Terms and Conditions

Items shown with an Asterisk(*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/Standard+Language

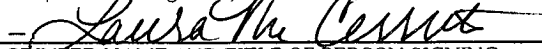
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

University of California Press

BY (Authorized Signature)



DATE SIGNED (Do not type)

11/10/2003

PRINTED NAME AND TITLE OF PERSON SIGNING

Laura Cerruti, Editor

ADDRESS

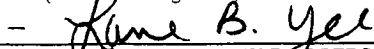
2120 Berkeley Way
Berkeley, CA 94720

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA COASTAL COMMISSION

BY (Authorized Signature)



DATE SIGNED (Do not type)

11/9/03

PRINTED NAME AND TITLE OF PERSON SIGNING

LANE B. YEE, Chief, Fiscal and Business Services

ADDRESS

45 Fremont Street, Suite 2000, San Francisco, CA 94105

CALIFORNIA

Department of General Services

Use Only

☒ Exempt per SCM 3.06



EXHIBIT A
(Interagency Agreement)

SCOPE OF AGREEMENT

See Attachment #1: Scope of Agreement

1. The project representatives during the term of this agreement will be:

Requesting Agency: Calif. Coastal Commission	Providing Agency: University of California Press
Name: Lane Yee, Chief Fiscal & Business Services	Name: Laura Cerruti, Editor
Phone: 415-904-5200	Phone: 510-643-9793