**Agreement Between Publisher And Author**

The Memorandum of agreement made

Between

AB & Co. Ltd, a Company with incorporated under the Indian Companies Act and with its registered office at ……………… (after it called the publishers) which expression shall, unless excluded by or contrary to the context, include the said its heirs in the business (as the case may be) of the One Part

AND

Mr. Atal Sharma of ……………. (Address) (after it called the author which expression shall, unless excluded by or contrary to the context, include the said Mr. Atal Sharma and his successors, executors, administrators and assigns) of the Other Part.

Whereas the author has written an original work bearing title Publishers' Companion and being owner of the copyright therein.

Now it is hereby consented by and between the parties hereto as follows:

1. The author allows to the publishers the sole over exclusive right in printing and publish said work in book form in the whole world for all editions including reprinted editions.

2. The author defends that the said work being original work and that the author being owner of copyright therein and that he has not made any allotment or sanctioned any licence relating any of the rights concerning the subject-matter of this agreement and that the said work has not been published.

3. The author shall not make any allotment of the rights to print and publish the said work in the whole world or sanction any licence to print and whole work or any part thereof in the territories of the world without the express agreement of the publishers.

4. The time when a reprinted/new edition will be published is to be adjudged by the publishers. The terms/conditions for such new edition/reprinted edition will be alike as those of this agreement. In such eventuality, the author shall opt for editing and preparing the same for the press.

provided always that in case of the author's incapability or demise, the publishers shall be free to get it revised by some other person of publisher's choice and will bear the right in using the name of author in that and all future editions as used before hand in the first edition. The revision/editing charges will, however, be debited to the AUTHOR.

5. The author undertakes in handing over the complete typescript in duplicate of said work to publishers ready for the printers.

6. The publishers consent to print/publish the said work per their own cost, subject to ratification of the typescript.

7. The number of copies of said work to be printed, distributed and/or presented in every edition shall be adjudged by the publishers.

8. That before intimation of, minimum one year, should be given by the author to the publishers expressly if the author adjudges to sell/present the copyright of the said work to someone. In that case such assignment shall be subject to terms/conditions for publication of subsequent editions and reprinted editions contained herein.

9. The author will neither write nor revise any other comparative book against the said work for any other publishers or publish any similar book against the said work either by himself or otherwise.

10. The publishers pay to the author during the lawful period of his copyright the following royalties/fees:

(a) On every edition published in whole world, excepting otherwise laid in this covenant, a royalty at the rate of 10% (ten per cent) of the published price for the first seven hundred copies vended in India;

 12 ½  % (twelve and one half per cent) of the published price for the next seven hundred copies vended in India; and  15% {fifteen per cent) for all copies vended in India thereafter.

(b) On each copy vended outside India 10% (ten per cent) of the actual amount received from vending.

provided always that royalties/fees shall only be paid on amounts received actually by the publishers and no royalties and fees shall be paid relating any copies given away for review or other purposes, destroyed by fire, water, enemy action, in transit or accident.

11. The publishers will prepare annually statement of accounts giving the sales of said work and will pay to the author, or his legal representatives.

12. That author warrants that the said work:

(a) Having nothing of a defamatory, libellous or obscene character or otherwise actionable act law; and

 (b) In no way whatsoever infringing or violating any subsisting copyright or any proprietary/other actionable rights of others and that the author and the author's legal representatives shall and will compensate against all loss/damage whatever to be occurred or sustained including any lawful costs or expenditures spent by the publishers due to any contravening of this warranty.

Provided always that the publishers shall bear the right without prejudicing their other rights in this clause to amend the text of said work as they consider proper for  removing any passage which in their complete discretion or as advised by their legal advisers may be thought actionable at law.

13. The copyright in said work shall be the property of author.

14. The proof sheets of the said work shall be rectified by author.

15. The publishers shall submit the author 20 (twenty) copies of said work per every edition gratis.

16. The author shall compile the contents, the table of cases, the table of mandates and the subject index, etc., ready for printers and will hand over the same to the publishers by two weeks from date of receiving printed pages of the text of the said work.

provided always that in the case of the author's incapability or not doing same, the publishers shall be free in selecting any other person per their choice to doing the same and fix his remuneration and such charges shall, however, be debited to the author,

17. If the publishers shall think of breaching of copyright in said work, the publishers shall be freely adopt such steps as thought compulsory for dealing with the matter, and if they want  to take proceedings they shall allowing the author an understanding for paying all costs/expenses and to compensate the author against all responsibility costs, be able to use the author's name as a party to such proceedings, but at the same time to settle or compromise for controlling as they deem fit. Any profits/damages which may be recovered relating any such breach of copyright shall, after deducting all costs/expenses, be equally divided between the author and the publishers.

18. If at any time any controversies or question shall emerge touching the meaning or effecting this Agreement or any clause or thing therein having relating the rights or responsibilities of the parties hereunder, the same shall be referred to the arbitration in accordance to the enactments of Arbitration and Conciliation Act 1996.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.

Signed, sealed and delivered by Director Mr. ............ pursuant to Board resolution of AB & Co Ltd., dated............

Signed, sealed and delivered by Mr. Atal Sharma author

DATE:

PLACE:

WITNESSES:-

1. Ms. AB & Co.

2. Mr. Atal Sharma (Author)