**AGREEMENT BETWEEN AUTHOR AND PUBLISHER**

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the ‘‘Author’’, has written a work entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the “Work” and whereas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Publishing Co, having its business premises at………………………………………………………………………………………, hereinafter called the ‘‘publishers’’ are desirous of publishing the Work in book form and whereas the Author agrees to prepare and supply to the Publishers before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date a singal-spaced typescript of the work suitable for use as printer’s copy and acceptable to the Publishers in content and form, together with illustrations as may be mutually deemed desirable and in a form mutually agreed and with index, the Author does hereby grant and convey to the Publishers the right to:

Print, publish and sell the Work, for the ……. edition thereof and including all translations, abridgments and adaptations thereof ………………………………………….……….. languages.

The copyright, save the rights assigned herein to the Publishers, shall vest in the Author.

The Publishers, in consideration thereof, agree to publish the Work in book form at their expense, in a style as to paper, printing and binding considered suitable by the Publishers, and to use all ordinary means to market the said Work upon terms as follows:

(1) Publication, Sale and Terms of Sale.—The Publishers shall have exclusive control of the form, get-up, price, sale and terms of sale of the Work.

(2) Royalties:

(a) The Publishers agree to pay to the Author a royalty of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per cent of the list price on each copy of the work actually sold. (b) The Publishers agree to render to the Author statements of copies sold semi-annually as on ………………………………..and ……………………………………. each year, and to make settlements thereof within 15 days thereafter. (c) No Royalty will be payable in respect of any copies given away for review or complimentary copies.

(d) If the Publishers themselves undertake the publication of translations, or abridgments, or adaptations of the Work in ……………………………………. languages, this agreement will govern, as far as the context will permit, such publication by the Publishers and accounting and payment to the Author will be governed by clauses 2(a), 2(b) and 2(c) above, subject to the deduction of expenses incurred by the Publishers in having the said translations, abridgments or adaptations prepared.

(3) Author’s corrections.—Should the Author make or cause to be made any alterations in type, illustrations or plates which are not corrections of typographical or draftsman’s errors, which shall cost in excess of ten per cent (10%) of the cost of composition independent of the cost of the said alterations, the cost of such excess alterations shall be charged to, and paid for by, the Author. The Publishers may, at their discretion, agree to debit such charges to the royalty account.

(4) Delivery of work.—If the Author fails to supply the full and final typescript along with the agreed illustrations by the date mentioned for this purpose in this agreement, the Publishers shall have the option, any time after this date, unilaterally to declare this agreement cancelled after giving the Author thirty days’ notice in writing to provide the necessary material, unless the Publishers have meanwhile agreed in writing to an extension of the period of submitting the material. In the absence of such a written notice, this agreement will continue to be fully effective and for this period the Publishers will be deemed to have agreed to an extension of the date for the delivery of the material till the date of the expiry of any notice the Publishers may subsequently serve on the Author.

(5) Correction of proofs.—The Author undertakes diligently to check and correct printers’ proofs sent to him for this purpose by the Publishers and to return them to the Publishers within 10 days of the receipt of the proofs. If the Author fails or is unable to check proofs as just stipulated, the Publishers shall be free to arrange for such checking by a person competent, in the Publishers’ judgment, to do so and the cost of this arrangement will be debited to the royalty account of the Work as the first charge.

(6) Subject-index.—The Author agrees to provide a subject-index for each edition of the book. On his inability or refusal to do so, the Publishers would be free to get the same prepared by any person deemed competent by them and the cost will be debited to the royalty account as a first charge.

(7) Author’s copies.—The Publishers agree to give to the Author on publication of each new edition of the Work. . . . . . . . .copies of that edition and to sell him such additional copies as he desires for personal use and not for resale at the terms allowed by the Publishers to booksellers, both in respect of discount and packing, postage, freight and forwarding charges.

(8) Damaged copies.—The Publishers may dispose of copies of the Work damaged in storage and/or transit or by any other means or circumstances rendered unsaleable, either by discarding them as waste or selling them as scrap below cost and, on copies so discarded or sold, no royalties will be payable.

(9) Supplement.—If and when a supplement to the Work is deemed necessary by the Publishers, the Author agrees to supply the same within reasonable time failing which the Publishers would be at liberty to get the same prepared against his cost.

(10) Warranty.—The Author warrants that the Work is original except for such excerpts from copyrighted works as may be included with the permission of the copyright owners thereof, that it contains no libellous statements, that it contains nothing unlawful, and does not infringe upon any copyright, trademark, patent, statutory right, proprietory right of others, and that he will indemnify the Publishers against any costs, expenses and damages arising from any of this warranty.

(11) Assignments.—This agreement may be assigned by either party, but only as a whole, and no part of the respective interests of either party may be assigned without the written consent of the other party. Notwithstanding any such assignments, this agreement shall be binding on the parties hereto, their heirs, successors, assigns and personal representatives.

(12) Protection of copyright.—The Publishers shall be free to take, on the Author’s behalf but at the Publishers’ expense, any action, including legal action, that the Publishers may consider necessary to protect their rights under this agreement arising out of the Author’s copyright in the Work.

(13) Disputes.—If a dispute arises between the parties to this agreement concerning matters covered by this agreement or incidental thereto, this dispute will be referred to the arbitration of two arbitrators, one each appointed by the parties hereto, and, in case the arbitrators disagree, to an umpire of their choice, and the provisions of the Indian Arbitration Act as in force at the time of the arbitration will apply.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto on the dates following their signatures.

Date:

Author

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Publishers

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Witnesses: