**Agreement between Author and New Publisher**

AGREEMENT is made at \_\_\_\_\_\_\_\_\_ this day of\_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_Hereinafter referred to as the `Author' of the First Part &......................carrying on business at \_\_\_\_\_\_\_\_\_\_\_\_\_ Hereinafter referred to as `the New Publisher of the Other Part.

WHEREAS

1.       The Author, by a Deed of Assignment dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_between the Author and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred as the Old Publisher) in consideration therein mentioned, assigned to the said. Old Publisher all his copy right in the book titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_written by him subject to certain reservations particularly regarding subsequent edition of the book and the first edition has been published by the said old Publisher in the year\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.       The said Old Publisher has in his turn assigned the said copyright in the said book to the New Publisher by a Deed of Assignment dated........ 200-

3.       The Old Publisher had brought out, and sold one edition of the said book and the book is due for republication, being in demand.

4.       The New Publisher has approached the Author with a request to re-edit the said Book by making necessary, additions omissions or alterations so as to bring it up-to-date and which the Author has agreed to do on the following terms and conditions.

NOW IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1.      The Author, at the request of the New Publisher agrees to re-edit the said book entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_by making necessary additions, omissions, alterations or corrections as may be necessary to make it up-to-date. The Author agrees to complete the said work within \_\_\_\_\_\_\_\_\_\_months from the date hereof and to hand over to the New Publisher the re-edited manuscript copy of the said book.

2.      The Author grants license to the New Publisher to publish such a revised edition to be prepared by the Author.

3.      The Author covenants that he will not give any license to any other person for republishing the said book revised or unrevised.

4.      The New Publisher agrees to pay to the Author by way of royalty for the revised edition a sum equal to \_\_\_\_\_\_\_\_per cent of the price of each copy of the book sold less the proportionate costs of printing and the amount will be paid at the end of every \_\_\_\_\_\_\_\_months from the publication of the revised edition for all copies during the said period.

5.      The New Publisher shall send to the Author every \_\_\_\_\_\_\_months a statement of account in respect of the royalty payable to the Author and the Author will have the right to inspect the books of account, vouchers and papers of the New Publisher to verify the correctness of the account submitted by the New Publisher.

6.      The Author shall have a lien on the unsold copies for the amount of royalty due and payable to him and he will be entitled to enforce the said lien through Court.

7.      The Author warrants that the said book or its revised edition does not infringe the copyright of anybody else and does not and will not contain any defamatory material.

8.      The New Publisher will supply \_\_\_\_\_\_\_\_\_\_\_copies of the said book free of costs to the Author.

9.      This License is limited to the publication of the said revised edition of the book and if after the new edition is published and sold out, and the New Publisher does not agree to reprint or bring out a new edition of the said revised edition of the Book, on the terms of this agreement or otherwise the Author will be entitled to get a new edition printed and published through some other publisher and the License hereby granted by the Author shall be deemed to have lapsed.

10.   The Deed of Assignment of copyright between the Author and the Old Publisher shall be deemed to be modified by this Agreement and subject to such modification it will continue to remain in force.

11.   If any dispute or difference shall arise between the parties hereto in connection with or arising out of this agreement of whatsoever nature, the same shall be referred to arbitration of a common Arbitrator if agreed upon failing which to two Arbitrators, one to be appointed by each party to the dispute and the Arbitration will be governed by the Arbitration Act.

12.   This Agreement is executed in duplicate and one copy will remain with the Author and the other with the New Publisher.

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

Signed and delivered by

.......................

The within named Author

In the presence of.................................)

Signed and delivered by

.......................

The within named Publisher

In the presence of.................................)