**Deed for Assignment of Copyright**

THIS DEED OF ASSIGNMENT

is made at \_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_

between

Mr. A

residing at \_\_\_\_\_\_\_\_\_\_

hereinafter referred to as the Author of the One Part and Mr. B carrying on business at \_\_\_\_\_\_\_\_ hereinafter referred to as the Publisher of the Other Part.

**WHEREAS:**

1.      The Author has written a book entitled \_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the said book") and desires to publish the same.

2.      The author is the absolute owner of the copyright in the book. The copyright is registered with the Registrar of Copyrights in \_\_\_\_\_\_\_\_\_\_\_\_.

3.      The publisher's representative has scrutinized in detail and to his satisfaction the manuscript of the book and has offered to purchase the copyright in the said book for the purpose of publication.

4.      The Author has agreed to do so in consideration of the Publisher paying him a sum of Rs\_\_\_\_\_\_\_\_\_ as lump sum royalty and on the following terms and conditions agreed to between the parties.

**NOW THIS DEED WITHNESSETH** that pursuant to the said agreement and in consideration of the Publisher paying to the Author a sum of Rs\_\_\_\_\_\_\_\_\_ on the execution of the Agreement (receipt whereof the author admits) he the Author hereby assigns to the Publisher the Copyright in the said book **TO HOLD** the same unto the Publisher absolutely throughout India and subject to reservations hereinafter contained:

1.      And the Publisher agrees and undertakes that the said assignment is restricted to publish the said book in India only and the Publisher shall not without the prior consent in writing of the author, publish any translation thereof in any other language and shall not allow it to be exploited for converting into a play or any cinematographic film or any Television serial.

2.      The Publisher undertakes to mention in the first edition, all reprints and subsequent editions the name of the author as author of the book.

3.      The Author hereby warrants to the Publisher that:

a.      The Author is the exclusive owner of the copy right in the said book and he has not assigned the Copyright in or given license to use the copy right to anybody else or encumbered the same or done anything so as to prevent him from assigning the said right.

b.     That the said book does not contain any defamatory obscene or otherwise objectionable matter; and

c.      That the contents of the current edition of the said book are the original work of the author and do not constitute breach of copyright vesting in any other person/s. Where limited extracts have been taken from other published or unpublished works in which copyright vests in other person/s proper acknowledgement has been made in the book.

d.     That if the publisher requires any other person/s to assist the author in preparing subsequent editions of the book the names of those persons will also be mentioned as joint author/s of the book. And the author will do and execute such other acts or deeds, if required, to confer entire copyright in the said book and as hereby assigned as may be necessary.

e.      That he will not publish either himself or through any other publisher an abridgment of the said book or any other book on the same subject and which would be competing with the book or get it published by any other person so long as the said book which is the subject matter of the present is being published by the Publisher and sold in the market.

f.      That the publisher shall have the right to get the second and subsequent editions of the book prepared by either the author or any other person of the publisher's choice. If the publisher requires the author to prepare the second or any subsequent edition, the author undertakes that he will re-edit the said book at the time of publishing second edition thereof and to make it up to date when required by the Publisher. In case of authors failure to do so, the Publisher will be entitled to get the book re-edited, enlarged or abridged through some other author of the publisher's choice. For the said re-editing, the publisher will pay to the author the sum of Rs. \_\_\_\_\_\_\_\_\_\_/-. the author shall complete the re-editing within \_\_\_\_\_\_\_\_\_ months of being asked to do so by the publisher.

4.      And the Author hereby agrees to:

a.      Indemnify and keep indemnified the Publisher against all claims, proceedings, costs and damages incurred or suffered or awarded or paid in respect of or arising out of any breach or non performance of any of the warranties on the part of the Author hereinbefore given or out of any claim by a third party based on facts, which if substantiated would constitute a breach or non-performance of such warranties.

b.     The publisher shall have full right to assign the said copyright to publish the book in any part of India, to any person.

5.      Permit the Author to take \_\_\_\_\_\_\_\_\_\_\_ copies of the book on publication free of cost.

6.      In the event of any dispute or difference between the parties hereto arising out of or in connection with this deed 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 Arbitration. The said Arbitrators shall appoint a presiding Arbitrator and the Arbitration shall be governed by the Arbitration Act and Conciliation Act, 1996, or any statutory modification thereof.

IN WITNESS WHEREOF the Assignor has put his hand the day and year hereinabove written.

Signed and delivered by the)

Within named Assignor Mr. A)

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