

DRAFT OF AGREEMENT OF LICENSE TO PUBLISH ON ROYALTY BASIS

Agreement is made at _____ this _____ day of _____ between Mr.....r/o.....
Hereinafter referred to as 'the Author' of the One Part and _____ carrying on
business at _____ Hereinafter referred to as 'the Publisher' of the Other Part

WHEREAS

1. The Author has written a book on the subject of..... and desires to publish the same.
2. The Publisher has offered to publish the said book on the following terms and conditions, which are also agreed to by the Author.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Publisher agrees to publish the said book entitled _____ within a period of _____ months from the date hereof. The printing and publishing will be done by the Publisher at his own costs.
2. The Author has delivered the manuscript of the book on the execution of this Agreement to the Publisher and the Publisher acknowledges receipt thereof.
3. The Author grants to the Publisher the right to print and publish the said book subject to the terms and conditions herein contained.
4. The Author hereby warrants that the said book does not infringe the copy right of any other person and he is the sole copyright owner of the said book. He also warrants that he has not given license to publish the said book to any other person. The Author agrees to indemnify the Publisher against any claim made by reason of infringement of copyright of any other person or by reason of the Author having given any right in respect of the book to any other person.
5. The Publisher shall print and publish the book at his own entire costs and expenses and he will also advertise the publication of the work at his own cost.
6. The Publisher shall, in consideration of the said right of publication hereby given, pay to the Author as and by way of royalty a sum equal to _____ per cent of the price less the cost of printing of each copy of the book actually sold. The amount of royalty accrued on sales, shall be paid within _____ weeks from the expiration of every six months commencing from the publication of the book.
7. The Publisher shall submit to the Author every _____ months, commencing from the publication of the book, a statement of the copies sold by the Publisher and his agents and shopkeepers. And such statement shall be sent along with the amount of royalty payable as aforesaid. Acceptance of any payment of royalty will not be construed as acceptance by the Author of the correctness of the statement and the Author will be entitled to verify the statement with the books of account, vouchers and other papers relating to sale and the Publisher shall offer such inspection to the Author or his agent whenever demanded by the Author. The Publisher shall with every such statement disclose the total number of copies printed by him.
8. The Publisher shall supply _____ copies of the Book to the Author free of costs and without any royalty being payable thereon. The Publisher shall also supply free copies not exceeding _____ to such newspapers, periodicals or law Reporters as the Publisher may think fit.

9. The Publisher shall not give benefit of this license by way of transfer or otherwise to any other person.
10. The Publisher shall print only..... copies of the book and no more and the price of the book will not be more than Rs..... per copy.
11. The Publisher shall show the final proof of the print to the Author for his verification and the Author will be entitled to make any formal changes therein and to correct mistakes. The cover of the book will be got approved by the Author.
12. This license is granted only for the publication of the First Edition of the Book.
13. If the Author proposes to bring out a new edition of the book he will give the first option to the Publisher on such terms as may be agreed upon. In the event of any disagreement as to such fresh terms, the Author will be entitled to publish a new edition by himself or through any other publisher. But in no event the book will be reprinted or republished unless and until at least 90% of the copies of the first edition are sold out.
14. The Author warrants that the said book is his original and does not infringe the copy right of any person. The Author agrees to indemnify and keep indemnified the Publisher against any claim made on account of infringement of any copyright. The author also warrants that he has not given the right of publication to any other person.
15. The Publisher undertakes to mention on the cover page or any other following page of the book that the copyright in the book belongs to the Author.
16. This agreement is executed in duplicate and one copy thereof will remain with the Author and the other with the Publisher.
17. If the Publisher commits breach of any term of this Agreement, the Author will be entitled to cancel the same by giving fifteen days' notice to that effect to the Publisher and on the expiration of the said notice period this agreement will come to an end. On the termination of this agreement for any reason the Author shall have the option to take back all the unsold copies and the Publisher shall hand over them to the Author on payment of the proportionate cost of printing thereof but if the Author fails or refuses to exercise the option and to pay the costs, the unsold copies will be retained by the Publisher and sold.
18. In the event of any dispute or difference arising between the parties hereto out of or in connection with the agreement the same shall be referred to arbitration of a common arbitrator if agreed upon, otherwise to two arbitrators, one to be appointed by each party to the arbitration and the Arbitration will be governed by the Arbitration Act for the time being in force.

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

Signed and delivered by.....

Within named Author.....

In the presence of.....

Signed and delivered by

Within named Publisher

In the presence of.....