



Vijay Nicole Imprints Pvt Ltd

MEMORANDUM OF AGREEMENT

This AGREEMENT, made at Chennai, comes into force on — day of — 20— between —

hereinafter referred to as the AUTHOR(S), which expression shall include the Author(s), heirs, executors, administrators/or assignees; and Vijay Nicole Imprints Pvt Ltd, 936, 2nd Floor Jaya Durga Complex, Bazaar Road, Ram Nagar, Chennai 600 091, hereinafter referred to as the PUBLISHER, which term shall mean and include their heirs, assignees and executors, with respect to a work tentatively titled —

The AUTHOR(S) and PUBLISHER agree to collaborate in the publication of the work in book or any other form (Audio/Video/CD-ROM/Multimedia/Diskette) and all subsequent revisions as hereinafter provided, on the following terms:

1. WARRANTY

The AUTHOR(S) warrants that the work is original except for such excerpts 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, proprietary right of others, and that the AUTHOR(S) shall indemnify the PUBLISHER against any costs, expenses and damages arising from any breach of this warranty. In case of the AUTHOR(S) using copyright material for which permission has been obtained, the AUTHOR(S) shall provide the PUBLISHER a copy of each written permission obtained.

2. PUBLICATION RIGHTS

The AUTHOR(S) shall prepare and supply the work for publication by — and hereby grant(s) to the PUBLISHER the full and exclusive right on the terms specified in this agreement to print, publish, distribute and sell the work under any of its imprints, and all subsequent revisions and adaptations thereof throughout the world in all languages (in print, electronic or multimedia format), in hard or soft cover and in text, trade, reprint and other editions and to all subsidiary rights in all languages.



3. COPYRIGHT

The Copyright for the book including renewals thereof shall vest with the PUBLISHER.

4. ROYALTY

- a. The PUBLISHER agrees to pay the AUTHOR(S) a royalty of 10% of the Indian net price (list price less discount of 30% given to booksellers) on each copy of the work actually sold in India or abroad in hard or soft cover except on copies sold at or below cost of production.
- b. In case of two or more AUTHOR(S), if desired, the aforesaid royalty shall be divided as follows: _____
- c. The AUTHOR(S) hereby nominate the persons mentioned below to receive the aforesaid royalty on his behalf in the percentages mentioned alongside _____
- d. The royalty payment shall be calculated on the actual sale of the work and shall be made annually as of 31st March each year subject to change as per the Financial Accounting year of the PUBLISHER accompanied by a Statement of Account. Settlement shall be made on or before 31st December every year.

5. SUBSIDIARY RIGHTS/REVENUE

- a. The PUBLISHER shall have the sole right to publish or permit others to publish, such selections from the work as they think proper to benefit its sales. Any revenue received from such sale or publication of such selections or the sale of serial rights, reprint rights, translation, radio and television, multimedia recording, book club, or other rights shall be divided equally between the AUTHOR(S) and the PUBLISHER(S).
- b. If the PUBLISHER themselves undertake the publication of translations or abridgements or adaptation of the work in English or in any of the Indian Languages, this agreement will govern, as far as the context will permit such publication by the PUBLISHER. Accounting and payment will be governed by clauses 4(a) and 4(d) subject to deduction of expenses incurred by the PUBLISHER in having the said translation, abridgements or adaptations prepared.



6. SUBMISSION OF MANUSCRIPT/TYPESCRIPT

a. Format

The final manuscript should preferably be typed in double-spaced/word processed form (floppy plus hard copy) suitable for composing and reproduction and acceptable to the PUBLISHER in content and physical form accompanied by appropriate text, illustration, diagrams, maps, instructional aids and index. The cost of the preparation of the typescript, floppy diskette and accompanying material shall be borne by the AUTHOR(S).

b. Typescript Changes/Revisions/Alterations

The PUBLISHER shall have the right to make such editorial changes or modifications or alterations as they deem desirable and necessary. The AUTHOR(S) hereby agree to make such change or modifications to the complete satisfaction of the PUBLISHER.

c. Author(s) Corrections

If the AUTHOR(S) make or cause alterations in the typeset pages, illustrations or negatives, corrections which are not typographical or draftsman's errors and which shall cost total recomposition or excess of 15% of the cost of composition, the cost of such excess alterations shall be charged to and paid for by the AUTHOR(S). The PUBLISHER may at their discretion agree to debit such charge to the royalty account of the AUTHOR(S).

d. Delivery of Work

If the AUTHOR(S) fail to supply the full and final typescript along with the agreed illustrations by a date mentioned by him for this purpose in writing, the PUBLISHER shall have the option to unilaterally declare the agreement cancelled after the stipulated time is over by giving notice to the AUTHOR(S) in writing to provide the necessary material, unless the PUBLISHER has in the meantime agreed to an extension of the period for submitting the material. In the absence of such a written notice, this agreement will continue to be fully effective.

7. AUTHOR COPIES

The AUTHOR(S) shall be given 6 complimentary copies of the book on publication. The PUBLISHER shall allow 25% discount to the AUTHOR(S) on any copies of his book or other titles of the publisher purchased by him.



8. SALE OF THE WORK

The PUBLISHER shall have exclusive control of the sale and the terms of the sale of the work. The PUBLISHER shall publish the work in such manner and style and in such editions and at such catalogue prices as they deem appropriate and shall use their best efforts to promote the sale of the work. The PUBLISHER shall also make such licensing or other agreements as they deem appropriate for printing, publication and sale of the work.

9. REVISED EDITION

The AUTHOR(S) agrees to revise the work when it is determined by the PUBLISHER that a revised edition is desirable. Should the AUTHOR(S) be unwilling or unable to perform such revision, the PUBLISHER shall arrange for the preparation of a revised edition and the reviser shall be compensated by a share of the royalty on the sale of such revised edition or by a fee paid by the PUBLISHER and charged against the first royalty and other income accruing to the AUTHOR(S) on the sale of such revised editions.

10. SPECIMEN/REVIEW COPIES

The PUBLISHER will at their discretion give away some specimen copies of the work to promote its sales. No royalty shall be paid on copies given away as specimen, complimentary or on leftover stock of the previous edition when a new edition has been published.

11. SALE OF SURPLUS STOCK

The PUBLISHER shall be entitled to sell surplus stock of the work as remainder or otherwise at reduced rates. The royalty payable on copies so sold shall be reduced proportionately but if copies are sold as remainders at cost or below cost, no payment of royalty shall be due to the Author. Such remainder stock shall, however, be sold at the best price obtainable and the Author shall have the first option of purchase.

12. COMPETING WORK

The AUTHOR(S) agrees that during the continuation of this agreement, without the written consent of the PUBLISHER, he/she/they will not write, print or cause to be written, printed or published, any other edition of the work, revised, enlarged, diluted, abridged, adapted or otherwise, any book of a character that might interfere or injure the sale of the work.

13. TERMINATION

If at any time an edition or printing of the work becomes out of print and continues to be out of print for a period of six months and the PUBLISHER neglects to issue a reprint or a new



edition of the work within twelve months of receipt of a notice in writing from the AUTHOR(S), all rights in the work will revert to the authors and this agreement will stand cancelled. This cancellation will not, however, prejudice rights in the work acquired by third parties during the period of its operation. In cases of translations, abridgements and adaptations of the work published by the PUBLISHER themselves, they will continue to enjoy exclusive right for these till all copies on hand on the date of termination of this agreement have been sold out.

14. ARBITRATION

All differences or disputes arising out of or in connection with the interpretation or enforcement of this agreement shall be settled by arbitration in Chennai in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both parties and the arbitration proceedings shall be in Chennai.

SIGNED BY _____

SIGNED BY _____

WITNESS _____

WITNESS _____

for and on behalf of

Vijay Nicole Imprints Pvt Ltd

Author(s)



Vijay Nicole Imprints Pvt Ltd

936, 2nd Floor, Jaya Durga Complex, Bazaar Road, Ramnagar, Chennai - 600091
Tel. +91-44-4386 9302, 4283 7178, 72002 58368 E-mail vni@vijaynicole.co.in
Website www.vijaynicole.co.in