

Memorandum of AGREEMENT



The Agreement is made as of _____ (the "Effective Date") by and between ("Assignor/Author")

Name	Residence	Email	Phone	PAN No.

and ("Assignee/Company") MANAKIN PRESS PVT. LTD., located at B-300, Okhla Industrial Area, Phase-I, New Delhi-110020.
(Individually each a "**Party**" and together, the "**Parties**")

Recitals

Whereas, the Assignee wishes to engage the Assignor to 'write' a book tentatively titled as

(Herein after referred to as the "Work")

The details of Work are described in Exhibit A attached hereto and incorporated herein by this reference.

Whereas the Assignor is willing to provide its services on a 'contract of service/works for hire' basis, so that the Assignee is the 'First Owner' of all copyrights in the 'Work' created by the Assignor during the course of executing the contract of service. Without limiting the foregoing in any way if for any reason the Work or any part thereof would not be considered a work made for hire under the applicable law, Assignor also agrees to grant, assign, and transfer to Assignor in perpetuity all worldwide rights, title and interest in and to the Work and any part thereof.

Whereas the Assignor assures the Assignee that he/she is the author of 'Work' and such Work is an original piece of writing, and Assignor owns all rights including literary work copyrights in the 'Work', and that the Assignor is competent to assign the rights as stipulated hereinafter and enter into this said agreement.

Assignor represents that it has expertise to perform the Work, and Assignee has determined to engage Assignor to perform those Services on the following mutually agreed terms and conditions.

1. Services

- Assignor shall deliver to Assignee the Work in a timely and professional manner in the form and content in accordance with the description, delivery schedule and requirements as set forth in Exhibit A.
- The Assignor shall ensure that the Work meets the approval and standards of the Assignee as described in Exhibit A, and the Assignee shall have the right to have the Assignor, rewrite the 'Work' or parts thereof that do not meet the Assignee's approval.
- If the Assignor fails to deliver the Work on time, the Assignee will have the right to terminate this agreement and to recover from the Assignor any sums advanced in connection with the Work. Upon such termination, the Assignor may not have the Work published elsewhere until such advances have been repaid.

2. Assignor's Restrictions

Assignor shall ensure that the Work delivered by Assignor to Assignee under this Agreement shall not by virtue of a third party rights, restrict Assignor's use of Work for the purpose of (i) publication in any form or medium, (ii) commercial use including in advertisements, TV programs and all other forms or (iii) in its business operations and use as desired by the Assignee.

Further, the Assignor will neither write nor revise any other comparative book against the said work for any other publishers or publish any similar book against the said work either by himself or otherwise.

Assignor shall ensure that Work shall not have been developed or obtained in any manner that infringes any third party's rights or that violates any applicable laws or regulations. The Assignor agrees to indemnify and hold harmless the Assignee and its licensees against any damages or expenses, including reasonable legal fees, incurred in connection with the Assignor's breach of any of these warranties or with any third party claim, demand or action arising out of such a breach (a "third party claim"). The Assignee will have the right to take the lead in defending any third party claim, and the Assignor will have the right to choose an attorney, to be paid at the Assignor's expense, to co-defend such a claim. Any settlement of a third party claim will be subject to the Assignor's approval, which will not be unreasonably withheld. If a third party claim is sustained in a court of competent jurisdiction or settled by common agreement between the Assignor and Assignee, the Assignee may withhold sums otherwise due to the Assignor under this Agreement and apply them to the reduction of the Assignor's obligations. The above warranties and indemnities will survive the termination of this Agreement.

3. Intellectual Property Rights

Assignor agrees that the Work and Book shall be deemed a "work made for hire" owned by Assignee, and that all worldwide rights, title, and interest in and to the Work, and any other invention or creative work that is conceived, made, or developed, or reduced to practice by Assignor, in the course of performing the services will belong exclusively to Assignee.

Without limiting the foregoing in any way, if for any reason the Work or any part thereof is not considered a work made for hire under applicable law, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work.

Assignor agrees to waive any moral rights it may have or acquire in the Work, and to the extent any such moral rights cannot be waived. Assignor hereby grants Assignee exclusive rights during the full term of the Agreement (a) to publish and sell the Work, under its own name and under other imprints and trade names and to authorize others to do the same, any such moral rights, in all languages throughout the world; (b) to make and sell, and authorize others to make and sell, all translations, abridgements, excerpts, other editions, and other versions and derivatives of the Work, whether in print, electronic, digital, audio, video, or any other form or format now known or hereafter discovered or created; and (c) to use or authorize others to use the Assignor's name and likeness or photograph in conjunction with the foregoing.

Assignor agrees to execute any and all documents reasonably requested by Assignee regarding assignment of all rights and licenses granted hereunder to Assignee to secure, confirm, perfect or record such assignment and licenses.

4. Confidentiality

During this Agreement, each Party shall have the opportunity to acquire and/or obtain access to confidential and proprietary information ("Confidential Information"). Parties agree to maintain the Confidential Information in strictest confidence and not disclose or permit it to be disclosed to anyone without other Party's prior permission in writing. Confidential Information also includes the Work, any photographs and pictures incorporated and/or developed by Assignor hereunder.

Either Party will protect the confidentiality of such Confidential Information using efforts no less than the efforts exercised by it with respect to its own confidential business information or required by due care. The present clause will survive termination of this Agreement.

5. Independent Contractor

Assignor's relationship with Assignee is that of an independent contractor. Nothing in this Agreement shall be construed to create a joint venture, agency, partnership or employer-employee relationship.

6. Compensation

In consideration for the services to be performed by Assignor and the rights granted to Assignee, Assignee shall pay to Assignor those amounts set forth in Exhibit A, in accordance with the payment schedule set forth in Exhibit A. This shall constitute Assignor's entire compensation for such services and all rights granted hereunder.

7. Assignor's Copies

The Assignor will receive 5 free copies of the initial print edition of the Work for personal and marketing use and to send to persons who have endorsed, contributed to, or otherwise supported the Work. The Assignor may purchase additional copies of the Work in any quantity at a 50% discount off the list price of the Work. It is clearly understood and agreed by the Assignor that copies of the Work purchased by the Assignor, no royalties will be paid to the Assignor, no credit or payment will be given for any copies returned to the Assignee, and the Assignor's purchases will be excluded in computing the number of copies sold. The Assignee's usual and customary shipping charges will be added to the cost of copies purchased by the Assignor.

8. Copyediting and Proofreading

The Assignee will have the right to edit the Work for the original printing and for any reprinting, and the Assignor will have the right to review and alter the editing so that the edited manuscript is reasonably and substantially acceptable to the Assignor. The Assignor will also have the right to review the typeset proofs of the Work, which the Assignor shall correct and promptly return to the Assignee. If the costs of the Assignor's alterations in the proofs (other than for correcting composition errors) or the costs of any composition or design work necessitated by the Assignor's changes in the proofs exceed 5% of the cost of composition, the excess amount will be charged against the Assignor's royalty account.

9. Publishing Details

The Assignor and Assignee will jointly decide the title of the Work and the copy on the front cover ("Cover") of the Work. The Assignee will consult with the Assignor and solicit the Assignor's advice and ideas concerning the design of the Cover as well as soliciting input from the Assignee's sales, marketing, design, and editorial representatives. The Assignee will take the lead in developing and refining the design of the Cover, and the Assignor and Assignee will jointly approve the final Cover design. The Assignee will also consult with the Assignor and seek the Assignor's advice and ideas concerning the trim size and format of the Work, the type of cover, the design and layout of the interior text, and the plans for marketing the Work through direct mail, bookstore and trade distribution, special sales, media reviews and publicity, and other marketing channels; the Assignee will have the right to make final decisions in these matters. The Assignee will also have the right to decide all other publishing details, including prices at which the Work is sold, discounts and other sales policies, and paper, printing, and binding details. The Assignee will not be liable to the Assignor for damages, if any, resulting from the loss or destruction of manuscripts, art work, electronic files, printer's files, or other materials connected to the publication of the Work.

10. Revised Editions of the Work

The Assignor agrees to revise the Work if the Assignor and Assignee agree that a revision is warranted. The provisions of this Agreement, including the schedule of royalties in Exhibit A, will apply to each revision of the Work as though the revision were the Work being published for the first time under this Agreement. If the Assignor is deceased or unable to revise the Work, the Assignee may have the Work revised by others and charge the cost of such revision (up to a maximum of 50% of the royalties for the revised Work) against royalties due the Assignor for the revised Work and may display in the revised Work and in advertising the name of the person who revised the Work along with the name of the Assignor.

11. Royalty:

- 11.1 The Assignee agrees to pay to the Assignor, royalty of 10% (ten per cent) of the net price on copies sold in India.
- 11.2 In case, the agreement will signed by multiple Assignors then the royalty will be split equally or as decided by the main Assignor.
- 11.3 With respect to the copies/language rights sold overseas, the Assignee shall pay to the Assignor, an amount equivalent to 10% of the Net receipts from sub-licensees/distributors/co-publishers, who sells in such overseas territories.
- 11.4 Any royalty amounts received from Co-Publishers abroad will be shared equally between the Assignor (50%) and Assignee (50%) after deducting the cost of production/marketing/administrative/supply cost of such deals.
- 11.5 The Assignee will report on sales of the Work on or before April 30th of each year for the applicable period. With each report of sales, the Assignee will make settlement to the Assignor for any royalty balance shown to be due within reasonable time.

12. Term

The term of this Agreement shall commence on the Effective Date and shall continue until the earliest to occur of (i) completion of the Work; or (ii) deadline as given in the Exhibit A.

13. Termination

The Assignor will have the right to terminate this Agreement after the Work is published if, for any reason, the Assignor is not satisfied, in the Assignor's sole judgment, with any aspect of the relationship with the Assignee or with the Assignee's performance in any aspect of publishing and selling the Work. To exercise this right, the Assignor must send the Assignee written notification of the Assignor's intention to terminate the Agreement, along with a statement of problems causing dissatisfaction. The Assignee will then have 6 months after receiving such notification to remedy the problems to the satisfaction of the Assignor, and if at the end of this period the Assignor continues to not be satisfied, the Assignor may send the Assignee written notice of termination. The termination of this Agreement will take effect 365 days after the Assignee receives such notification, unless there are any outstanding sums owed by the Assignor to the Assignee in connection with the Work at that time, in which case the termination will not take effect until such outstanding sums have been paid. The Assignor will also have the right to terminate this Agreement (a) if the Assignee fails to publish the Work within 12 months after receiving the complete and final manuscript from the Assignor, (b) if the Assignee fails to make any report of sales or payment, or (c) in the event that the Assignee files for bankruptcy or enters into a liquidation proceeding; in such cases, the Assignor must send the Assignee written notification of the Assignor's intention to terminate the Agreement, and termination will take effect 60 days after the Assignee's receipt of such notification unless the Assignee has remedied the problem justifying the termination during the 60 days period.

The Assignee will have the right to terminate this Agreement if the Assignor does not fulfil the Assignor's obligations, provided, however, that the Assignor will be allowed a 9 months grace period in which to submit any delinquent materials before the Assignee may exercise this right.

Either party may terminate this Agreement, effective 180 days after written notification of termination to the other party. Any mutual amount related to stock and total cost of the work will be settled in due course of time.

14. Reversion of Rights to Assignor

Upon termination of this Agreement pursuant to any of the provisions of Clause 14, all rights in the Work granted to the Assignee in this Agreement will revert back to the Assignor, provided that any license or contract previously granted to a third party as authorized by this Agreement will remain in effect, and the Assignee will continue after the termination to have the right to its share of the proceeds from any such licenses or contracts.

In addition, if the Assignor so requests in writing within 30 days of the notice of termination, the Assignee will provide to the Assignor any remaining print copies of the Work in inventory at no cost to the Assignor (except for shipping and handling fees to be prepaid by the Assignor), and the Assignee will provide to the Assignor any remaining printer's files at no cost to the Assignor (except for costs for retrieval and any transfer or shipping and handling fees to be prepaid by the Assignor); if the Assignor does not exercise this right, the Assignee may dispose of these materials in any manner, without obligation to the Assignor.

15. Limitation of Liability

In no event shall the Assignee be liable for indirect, incidental, punitive, special or consequential damages or damages for lost profits or revenues for any claim relating to or arising under this agreement or for any breach, repudiation or termination of this agreement, even if the Assignor has been advised of the possibility of such damages.

16. Notice

Any notice required to be given hereunder shall be in writing addressed to the receiving party at the address set forth at the top of this Agreement, and will be deemed effective (i) upon personal delivery; (ii) receipt of notice via nationally recognized overnight courier or mail.

17. Severability; Waiver

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without impairment, and any invalid provision shall be replaced with a valid provision most closely approximating the purpose and economic effect of the invalid provision. The waiver by either party of any breach of this Agreement will not operate as a waiver of any subsequent breach.

18. Settlement of Disputes

Prior to commencing any litigation, the parties agree to seek an amicable settlement of any disputes or claims, provided that either party may commence litigation at any time to avoid prejudice to any rights in equity or law. This Agreement and any disputes arising out of, or related to, this Agreement, its termination or the relationship of the parties shall be construed in accordance with the laws of India. Parties agree that civil courts in Delhi alone shall have jurisdiction in the matter of any disputes between the parties in relation to this agreement or any part thereof including interpretation thereof and no other shall have jurisdiction to entertain any such disputes between the parties hereto.

19. Governing Law, Jurisdiction

This Agreement and the legal relationship between the Parties shall be governed by and construed in accordance with the laws of India.

20. Amendment and Assignment

This Agreement may only be amended by the parties in writing. Any modification of the Agreement will be effective only if it is in writing signed by the party to be charged. This Agreement shall not be assigned or transferred by either party without the prior written approval of the other.

21. Assignor Estate

This agreement will be in force till the time the book remains in market and Assignor or his/her legal heirs will be treated as Assignor estate and continue to get royalties as per terms of the present agreement. (If the book is to be updated in a new edition and the same is organized by the Assignee then this clause will not be applicable).

22. Entire Understanding

This Agreement constitutes the entire agreement between the parties, superseding any and all agreements, either oral or written, between the parties hereto with respect to the subject-matter of this Agreement.

IN WITNESS WHEREOF, the parties, acting have caused this Agreement to be duly executed in duplicate as of Effective Date.

23. Solutions/Teacher's Manual

The Assignor agrees to prepare a solution manual and/or teacher's manual, if the Assignee feels that such a manual will help in the promotion of the sales of the work. As this manual will be distributed 'free' by the Assignee, the Assignor will not be entitled to any honorarium for preparing this material. In case, however, the Assignor expresses his/her inability to prepare the same, the Assignee would be free to have it prepared elsewhere and debit all costs incurred in this regard to the Assignor royalty account as a first charge.

EXHIBIT A

Description of Work	
Subject:	
Pages:	
Chapters:	

The Assignor agrees to submit to the Assignee, on or before _____, two printed copies of the draft manuscript of the Work and an electronic copy to be sent via e-mail as a Microsoft Word or RTF (Rich Text Format) document, and agrees to subsequently undertake such revisions of the manuscript as in the Assignor's and Assignee's judgment, based on critical reviews of the manuscript, are necessary to enhance the quality, usefulness, and effective selling of the Work. The Assignor further agrees to prepare and submit to the Assignee, on or before _____, two computer disk copies (in Microsoft Word or RTF format), an electronic version to be sent via e-mail as a Microsoft Word or RTF document, and two printed copies of the complete and final manuscript of the Work, to consist of approximately _____ words.

Author(s)

Signature _____
Name: _____
Date: _____

Publisher

Signature: _____
Name: _____
Date: _____

Witness to the Author(s)

Signature: _____
Name: _____
Address: _____

Witness to the Publisher

Signature: _____
Name: _____
Address: _____



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