

AUTHOR AGREEMENT

MEMORANDUM OF AGREEMENT

Thisday of between.....
(hereinafter called AUTHOR(S), which expression shall, where the context so admits, include his heirs, executors, legal representatives, successors and assigns)of the one part and the Registrar, Vidyasagar University (hereinafter called PUBLISHER, which expression shall where the context so admits , include his successors and assigns) of the other part.

Whereas the AUTHOR has written/compiled/edited a book in thelanguage, titled..... (same together with accompanying illustrations etc., hereinafter called the WORK) and is the owner of copyright in the WORK and is desirous of having it published by the PUBLISHER on the terms and conditions and for the consideration hereafter appearing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ACCEPTANCE OF MANUSCRIPT

The AUTHOR should deliver to the PUBLISHER for his approval, the complete typescript/manuscript of the text and the illustrations of the WORK, free of charge and if the PUBLISHER, after examining the WORK decides to undertake its publication, he shall print, produce, publish and sell the said WORK, at his own cost and expense in such a manner and style and at such prices as the PUBLISHER may at his discretion deem fit.

2. COPYRIGHT

The PUBLISHER shall have the sole and exclusive right on publishing and producing the said WORK and all translations thereof, in any language whatsoever, in any part of the world .The AUTHOR hereby undertakes not to publish or cause to be published, the said work or any translation thereof ,in any language, in any format or media in any part of the world, during the subsistence of this Agreement and further agrees that the entire control and rights of publications , production, publicity and sales shall remain with the PUBLISHER.

3. AUTHORSHIP

The PUBLISHER shall publish the WORK under the name of the AUTHOR. In the case of any new and revised edition(s), prepared by another editor(s), it may, at its discretion, publish the revised edition(s) under the names of the AUTHOR and of the editor(s) making the revision.

4. ADAPTATIONS

During the continuance of this Agreement, the AUTHOR shall not, without the consent of the PUBLISHER, prepare or edit for any other publisher any WORK that is an expansion, abridgement or revision of the WORK, or of any part of it, or publish or cause to be published any WORK on the same subject, the sale of which may prejudice or may reasonably be regarded as likely to prejudice of the sale of the WORK.

5. FAILURE OF AUTHOR TO COMPLETE THE MANUSCRIPT

If the AUTHOR be prevented by death or any other cause from completing the manuscript of the WORK within, the PUBLISHER shall have the option either of purchasing from the AUTHOR or his heirs, successors , executors or administrators, as the case may be , such writings as the AUTHOR may have done in respect of the WORK and the copyright therein at a price to be mutually agreed upon and of entrusting the completion of the WORK to another author or of commissioning the writing of a new book on the same subject by another author in which case this Agreement shall cease and determine without any liability on the part of the PUBLISHER to make any payment to the AUTHOR or his heirs, successors, executors, administration or assignees.

6. CORRECTION IN PROOFS

The AUTHOR agrees to revise and correct the final page proofs of the said WORK without delay, or in the event of his inability to do so for any reason, to obtain at his own expense, some competent person to correct the same or else authorise the PUBLISHER to do so on his behalf.

7. NEW EDITIONS

If at any time the said WORK goes out of print, the AUTHOR may propose in writing to the PUBLISHER to publish a new edition. If the PUBLISHER does not, within a period of six months thereafter, publish new edition or take steps to publish the same, then the AUTHOR may, in writing, terminate this Agreement and then all rights under this Agreement shall revert to the AUTHOR.

8. TRANSLATION

In the event of the AUTHOR desiring to have a translation of the WORK in any specified language or languages published, the AUTHOR may, subject to the provision hereinafter contained in Clause 12, in writing, either offer such translation to be published by the PUBLISHER or require the PUBLISHER to have such translation or translations made and published. If within three months of such request, the PUBLISHER declines or fails to take steps to have such translation or translations made and/or published, the AUTHOR shall be at liberty to give the publishing rights of such translation or translations in the specified language or languages to any other person or body . In such case where the AUTHOR gives

publishing rights to a third party, the PUBLISHER will have no title to copyright, royalty, or any profits in such publication.

9. INDEX

The AUTHOR shall, if so required by the PUBLISHER , prepare and supply an index for the WORK in the original language at his/her own cost within the time prescribed by the PUBLISHER failing which the PUBLISHER, may at his discretion , entrust the WORK to any competent person and debit the cost to the AUTHOR'S royalty account.

10. ROYALTY

The PUBLISHER shall subject to the provision of Clause 15 hereof, pay to the AUTHOR:

a) A uniform royalty of ten per cent on the Indian published price/prices of all copies of the said WORK sold in all the editions provided, however, that if any copies be sold as remainders or for any other reason at prices lower than that originally fixed, the royalty payable on the sale of such copies shall be calculated at ten per cent of such lower prices as the case may be.

b) A uniform royalty of five per cent on the Indian published price/prices on all the copies of the said translated version or versions of the said WORK in all the languages brought out by the PUBLISHER, where the translation is not provided by the AUTHOR sold in the first edition in each case and at a uniform rate of ten per cent of the published price, on second and subsequent editions , provided , however, that if the AUTHOR provides the translation of the said WORK in particular language and the same is accepted by the PUBLISHER for publication , the PUBLISHER shall pay to the AUTHOR, the royalty at the same rate as the original WORK.

c) For the purpose of calculating royalties on sale effected outside India at prices fixed in terms of foreign currencies, the foreign priced edition shall be deemed to be priced at the same price as the corresponding Indian edition and royalties on sale of copies in such circumstances shall be calculated on that basis.

d) Division of royalty, if there are two or more AUTHORS, will be on the basis of the terms to be mutually agreed upon and accepted by the said AUTHORS in writing.

11. PAYMENTS

The PUBLISHER shall render to the AUTHOR, an yearly account of sales, commencing one year after the date of first publication and shall pay to the AUTHOR the amount becoming due under this Agreement within three months after the rendering of an yearly account.

12. PUBLICATION OUTSIDE INDIA

The PUBLISHER alone shall be entitled to have the said WORK or any translation or abridgement thereof, printed, produced or published by any other person or body in any country outside India and in that event the PUBLISHER shall pay to the AUTHOR Seventy five percent of the net royalties or sums realised or received by the PUBLISHER provided that this Clause will not be applicable to cases where a translation is published by a third party by permission of the AUTHOR on failure of the PUBLISHER to publish the translation, under the provisions of paragraph 8 above mentioned.

13. FEES & MISCELLANEOUS AMOUNTS RECEIVED BY THE PUBLISHER

In the event of any fees being received by the PUBLISHER for reprinting any portion of the WORK or in the event of any other sums being received by him in respect of the said WORK not derived from sales, the PUBLISHER shall have no obligation whatsoever to pay to the AUTHOR any amount on that account.

14. AUTHOR'S COPIES

The PUBLISHER shall deliver to the AUTHOR free of charge five presentation copies of the said WORK. For the reprints, revised editions or translated language versions, the number of presentation copies shall be three, five and three respectively. The AUTHOR shall have the right to purchase further copies subject to a maximum of fifty copies for personal use, but not for sale, at a discount of thirty per cent.

15. PRESENTATION AND REVIEW COPIES – EXEMPTION FROM PAYMENT OF ROYALTY

No royalties shall be payable on copies presented to the AUTHOR or on copies sent out for review or given away free for any purposes in the interest of the said WORK, provided that the total number of such copies does not exceed 25 (twenty five), or on copies destroyed by fire or white ants or lost in transit or damaged.

16. PRODUCTION AND DISTRIBUTION

All details as to the time and manner of production, jackets, embellishments, advertisements, sale and terms of sale and the number and distribution of free copies for the press or others, shall be left to the sole discretion of the PUBLISHER.

The PUBLISHER shall print and publish the WORK as soon as reasonably may be after the complete copy shall have been delivered to him and he shall have the sole control of all details of production, advertising, sale price and terms of sale of the WORK and the right at his discretion to raise or reduce the published price of the WORK.

17. AUTHOR'S UNDERTAKING

The AUTHOR hereby declares and covenants with the PUBLISHER that the said WORK is an original WORK and that the AUTHOR is the owner of the copyright therein and that the WORK is in no way whatsoever a violation of any existing copyright, that it does not contain anything contravening any provisions of law, objectionable, indecent or libellous, that all statements contained therein purporting to be facts are true and that he has full power to make this agreement, and that the publication of the said WORK will in no way be unlawful, and that he will indemnify the PUBLISHER against any loss, injury or damage, including any consequence of any breach of this warranty. The AUTHOR hereby further warrants that he has not made any assignment of or granted any licence in respect of any of the rights in the said WORK comprised in this agreement.

18. NOTICES

Subject as herein before otherwise provided, all notices to be given on behalf of the PUBLISHER and all other actions to be taken on behalf of the PUBLISHER may be given or taken on behalf of the PUBLISHER by the Director, Publications Division or any officer for the time being entrusted with the functions, duties and powers of the said Director, Publications Division.

Any notice to be given to the AUTHOR under the terms of this Agreement shall be considered to be duly served if the same shall have been delivered to or left for or posted by registered mail to the AUTHOR at his last known address. Similarly, any notice to be given to the PUBLISHER shall be considered as duly served if the same shall have been delivered to, left for or posted by registered mail.

19. ARBITRATION

If any question, difference of dispute shall arise between the AUTHOR and the PUBLISHER relating to this Agreement or any matter arising therefrom or incidental thereto, the same shall be submitted to the arbitration of two person (one to be named by each party) or in case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitrators, or in the event of their not agreeing, of the umpire appointed by then shall be final and conclusive and the provisions of the Indian Arbitration Act, 1940 and the rules thereunder and any Statutory modifications thereof as applicable from time to time shall be deemed to apply to the reference.

The PUBLISHER has agreed to bear the stamp duty, if any, payable on this document.

IN WITNESS THEREOF the above named AUTHOR
Shri/Smt.....
S/D/W/O/.....of.....

Has hereunto set his/her hand and the Registrar, Vidyasagar University himself or has
caused Special Officer [?], Vidyasagar University Publications Division [VUPD],
Midnapore, Paschim Medinipur, PIN – 721102 , West Bengal on his behalf to
hereunto set his hand the day and the year first above written:

Signed byin the presence of

1.....

2.....

Signed by Or for and on behalf of
the Registrar, Vidyasagar University in the presence of

1.

2.