**AGREEMENT BETWEEN AN INDIAN PUBLISHER AND FOREIGN PUBLISHER FOR GRANT OF LICENCE FOR PUBLICATION OF THE BOOK IN FOREIGN COUNTRY**

THIS AGREEMENT made at………………between Bharat Law House Pvt. Ltd., a company incorporated under Companies Act, 1956 and having its registered office at…………(hereinafter referred to as "Bharat' which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and Williams Publishers Inc., a California, USA based corporation with its principal office at………… USA, hereinafter referred to as "Williams" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS Bharat is the owner of the copyright of the book entitled ..........hereinafter referred to as "the said book" and has published its twelve editions; and

WHEREAS Williams has approached Bharat to grant licence to publish the said book in foreign countries; and

WHEREAS Bharat has agreed to grant the licence to Williams to publish the said book in all the countries except India on the terms and conditions mutually agreed upon as hereinafter mentioned.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:**

(1) That in consideration of the premises and of the payment of a sum of Rs ………………made on the execution of this agreement (the receipt whereof is hereby acknowledged) and in consideration of the terms hereinafter mentioned, Bharat has agreed to grant licence to Williams

to publish the book entitled………………in all countries of the world except India.

(2) That Williams shall publish the foreign editions of the said book at its own expenses and Williams shall indemnify Bharat in case any printer, binder, advertiser, selling agent or other person should involve Bharat in litigation in respect of cost of printing, binding, advertising, selling or otherwise in connection with the said book.

(3) The parties have agreed that Williams will publish………………copies of the said book and the price of the book when published in USA shall be US $………………each.

(4) Williams shall have the right to print and publish the said book in English language only and if it wants to publish the said book in any other language, it shall approach Bharat to grant the right of translating the said book into any other language or languages, and Bharat may grant the said rights to Williams on the terms and conditions mutually agreed between the parties.

(5) Williams shall deliver immediately on publication of .......... copies to Bharat, which it shall not be entitled to sell.

(6) Williams will pay to Bharat licence fee of ………………per cent of printed price in respect of the sale of each copy of the edition. Williams shall send a statement on or before the…………… of the next succeeding month in respect of the sale of the copies of the said book and also remit the licence fee along with the said statement to Bharat. In case Williams fails to pay to Bharat the license fee for a period of three months, Williams shall be liable to pay to Bharat the consolidated sum equivalent to………………% of the total number of copies of the said book printed whether sold or not.

(7) Williams shall not print or get printed another edition of the said book without written consent from Bharat, which Bharat shall grant on the terms and conditions mutually agreed between the parties.

(8) Williams agree and undertake that it shall ensure that the copies of the said book published by it in foreign countries are not exported to India. If Williams appoint distributors in other countries of the world for the sale of the book, it will insert this covenant in the said agreement and ensure that its distributors, sole selling agents or any dealer may not export any book to India. If Williams receive any order, correspondence or inquiry for the said book from persons resident in India, it shall refer such order, correspondence or inquiry to Bharat for necessary action. Williams shall not be entitled to any commission on the sale resulting from such enquiries or orders.

(9) Bharat undertakes and agrees that during the continuance of this Agreement, it shall not export the book to any country of the world and if it receives any order, correspondence or inquiry for the said book from persons, parties of foreign countries, it shall refer Such order, correspondence, or inquiry to Williams for necessary action. Bharat shall not be entitled to any commission on the sale resulting from such enquiries or orders.

(10) Williams shall not transfer or otherwise dispose of the right to use the copyright granted to it under this agreement to any third party.

(11) In the event that Williams obtain knowledge of any actual infringement of the copyright by any third party or any of Bharat's rights, it shall promptly notify Bharat thereof and take appropriate measures at Bharat's cost in accordance with such instructions as Bharat may give

to Williams from time to time.

(12) Williams shall allow its accounts to be examined at the instance of Bharat by any Chartered Accountant, relating to the sale of the said book. The said Chartered Accountant shall also be entitled to take copies or extracts of the accounts relating to the sale of the said book.

(13) Before signing and delivery of this agreement and in the course of execution of this agreement, each party hereto, at its own expenses, shall seek necessary approval by any government authorities.

(14) This agreement shall be governed by and construed in accordance with the laws of India.

(15) Any or all disputes, controversies and differences arising between the parties hereto out of or in relation to this agreement or any breach thereof shall be finally settled by arbitration to be conducted in New Delhi in accordance with the Rules of Indian Council of Arbitration, New Delhi, to which the parties hereto shall be bound.

(16) This agreement may be amended only by a writing signed by duly authorised representatives of both parties and specifically referring to itself as amendment to this agreement.

(17) Every notice required or contemplated by this agreement by any party shall be delivered by postage prepaid registered air mail, addressed to the other party at its address specified above or at such other address as the intended recipient previously shall have designated by a written notice and such notice shall become effective ten days after the dispatch of such notice.

(18) This agreement shall be executed in duplicate. The original shall be retained by Bharat and the duplicate by Williams.

IN WITNESS WHEREOF the parties aforementioned have executed this agreement on the date and year first hereinabove written.

WITNESSES

1 Signed and delivered by Bharat Law House Pvt. Ltd.

by the hands of Shri………………Managing Director, its duly authorised executive

2. Signed and delivered by Williams Publishers Inc. by the hands of Shri…………… Marketing Director, its duly authorised executive