**AGREEMENT BETWEEN PUBLISHER AND AUTHOR FOR GRANT OF COPYRIGHT ON LUMP SUM CONSIDERATION**

THIS AGREEMENT made at……………….on this……………….day of ........ 20…between X Y Publishers Pvt. Ltd., a company incorporated under the Companies Act, 956, and having its registered office at ..............hereinafter referred to as the "Publishers" of the ONE PART and Shri A son of Shri……………….resident of……………….hereinafter referred to as the "Author" of the OTHER PART.

WHEREAS

(1) The publishers have requested the author to write a book, request to namely……………….for the students of LLB first year write book

(2) The author has agreed to write the said book on the terms and conditions mutually agreed upon as hereinafter mentioned­

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

(1) The author will write a book entitled……………….containing the subject‑matter mentioned in the Schedule hereunder written, within a period of……………….months from the date of these presents.

(2) The Publishers shall publish the said book at their own cost within a period of…………months from the date of handing over the manuscript by the author.

(3) The author will be responsible for infringement of the copyright from any side and he will indemnify the publishers from any injury, loss or damage caused to them due to any infringement of copyright or on account of any defamatory or otherwise injurious matter contained in the manuscript agreed to be written by the author under this agreement.



(4) The copyright of the above book and all further editions will be transferred to the publishers on the payment to the author a sum of Rs ………………..

(5) The Publishers shall get the Table of Cases and Index prepared and the proofs read at their own costs.

(6) The Publishers shall be entitled to publish any number of copies as deemed fit and proper by them. The Publishers shall be entitled to fix the rate of the book.

(7) The Publishers shall be entitled to reprint the said manuscript and to publish the further editions of the same, as they deem fit. However, any alteration or addition in the book shall not be done without the written consent of the author.

(8) The Publishers agree and undertake that whenever the book is to be revised for publication of the next edition, they will get the book revised by the author, who shall do the same on the terms and conditions mutually agreed upon at the time of revision. The author shall revise the book within a period of…….......months, from the date of request made by the Publishers. However, if the author is not able to revise the book within a reasonable time or refuses to do the same, the Publishers shall be at liberty to get the book revised from any other author of their choice and in that case the name of the revising author shall be given in the book.

(9) The Publishers shall deliver 10 copies of the printed book as complimentary copies to the author before any copy is sent to the market for sale.

(10) The Publishers have paid to the author a sum of Rs ……………….on the execution of these presents (the receipt whereof to author is acknowledged), a sum of Rs ……………….shall be paid to him on the delivery of the manuscript to the Publishers and the balance of Rs . ………… shall be paid within three months of the date of the issue of the first copy of the said book by the Publishers. The Publishers will also reimburse to the author the typing charges and other expenses incurred by him in connection with the preparation of the manuscript. The said sum shall

be paid at the time of delivery of manuscript.

(11) The Publishers will provide latest books to the author for consultation. The Publishers will reimburse to the author the cost of the book/material purchased by him required for the preparation of the manuscript. However, the author will intimate to the Publishers before purchasing any book/compendium, etc. required by him for preparation of the manuscript.

(12) The Publishers will be responsible for the expenses of printing and publication of the said book and the author shall not be liable for the same. The Publishers shall comply with the provisions of law relating to the publication of the book and they will be responsible for any violation made by them in this regard.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands, the day and year first hereinabove written.

The Schedule above referred to

WITNESSES

1 Signed and delivered by X Y Publishers Pvt. Ltd., the

within named Publishers, through Shri X Y, Managing Director

2. Signed and delivered by A, the within named author