**AGREEMENT BETWEEN PUBLISHER AND AUTHOR ON ROYALTY BASIS**

THIS AGREEMENT is made at……………….on this……………….day of ...........20……….. between A B & Co., Law Publishers and Booksellers, a partnership firm registered under the Partnership Act, *hereinafter* called, "the Publisher" ( which expression shall unless it be repugnant to the context or meaning, be deemed to mean and include every partner for the time being of the said firm, the survivor or survivors or legal representatives, executors or administrators of the last survivor) of the ONE PART and X, son of Y, resident of……………….hereinafter called "the Author" (which expression shall unless it be repugnant to the context or meaning be deemed to mean and include his heirs, legal representatives, executors or administrators) of the OTHER PART.

WHEREAS

(1) The Publisher has approached the author to write a book entitled……………….hereinafter referred to as the "said book" according to the specifications contained in the Schedule herein under written.

(2) And the author has agreed to write the said book on the terms and conditions herein set forth

**NOW THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:**

(1) In consideration of the payment of Rs . ……………….made on……………….execution of this Agreement, and the payment of the sums as hereinafter mentioned, the author has agreed to write the said book of approximately……………….pages in print.

(2) The author shall complete the manuscript of the said book within a period of…………months from the date of these presents and shall deliver the same to the Publisher complete in all respects and ready and fit to be sent to press. The Publisher shall pay a further sum of Rs ……. at the time of delivery of the manuscript.

(3) The author shall read and correct the final proofs of the said book, within a period of one month from the date of submission of the same to him.

(4) At the request of the Publisher, the Author shall prepare the Index and List of Cases after the final proof of the book is ready and the Publisher shall pay Rs ……………….per printed page of Index and List of Cases so prepared to the author. If the author fails to prepare the Index and List of Cases within a week of the request made by the Publisher, the Publisher may get the Index and List of Cases prepared from any other person and the expenses incurred by the Publisher in this regard shall be recovered from the first installment of royalty payable to the author under this Agreement.

(5) The Publisher shall print……………….copies of the said book and publish the same at their own expenses within a period of ......... months from the date of delivery of manuscript by the author. If the publication of the said book is delayed due to any reason, the Publisher shall pay to the author a sum of Rs……………….per month as liquidated damages, which shall not be adjusted or set off against any sum payable to the author.

(6) The price of the said book when published shall be Rs . ............. each.

(7) The Publisher shall pay to the author a royalty of……………….per cent on the printed price of every copy of the said book of the first edition sold. The Publisher shall forward a statement on or before………………. of each year of the next succeeding year in respect of the sale of the copies of the said book and shall pay the amount of the royalty payable to the author along with the said statement. The author shall not be entitled to royalty on the copies delivered to the author, or submitted as complimentary copies or delivered for review, etc. The copies of the book destroyed on account of fire, insects or any other cause shall not be deemed as sold.

(8) The Publisher shall supply……………….copies to the author as complimentary copies for distribution amongst his professional colleagues or friends. If the author wants more copies than the Publisher shall supply the same at the wholesale price of the said book, and the cost of the said books shall be recovered from the royalty payable to the author under this agreement.

(9) The author may examine the accounts relating to the sale or issue of the said book either himself or by a Chartered Accountant selected by him. The author or his authorised chartered accountant shall be entitled to get the copy of the account relating to the sale or issue of the book at the time of inspection. The author will incur the cost of inspection and taking copies of the account relating to the sale or issue of the book. However, if errors in the account exceeding Rs. 100 to the disadvantage of the author are found, the Publisher shall reimburse to the author the cost incurred for such inspection and taking copies of the account.

(10) When the publisher intends to bring a revised edition of the said book, he shall call upon the author to revise the said book and the author shall complete the same within……………months from the request so made by the Publisher. If the author falls to revise the book within the stipulated time, the Publisher shall be entitled to get the book revised by any other author and the cost incurred by the publisher in this regard shall be recoverable from the royalty payable to the author under this agreement.

(11) The Publisher shall advertise the book extensively and periodically so that the sale of the said book may increase. The Publisher agrees to incur a sum of Rs ……………….on advertisement of the said book.

(12) The author has assured the Publisher that the said book will not infringe or violate the copyright of any other person and it will also not contain any injurious, defamatory or scandalous matter as is likely to cause injury or damage to the Publisher. The author hereby indemnify and will keep the Publisher indemnified from all claims, demands, damages, losses or costs, which the Publisher may sustain by reason of any claim that the work infringes the copyright of another or it contains scandalous, defamatory or prejudicial matter. If any suit is filed against the Publisher in this regard, the Publisher shall intimate to the author about the claim made or proceeding taken, and on getting such intimation, the author will assist and incur all expenditure in defending the Publisher.

(13) If the Publisher so desires, he may print the said book in paper back form. However, the Publisher shall inform the author before printing of the paper back edition. The author shall be entitled to a royalty of………………per cent on the paper back edition.

(14) During the subsistence of this agreement, the author will not publish or permit any other person to publish the said book or part thereof in any other publication.

(15) If the Publisher commits breach of any term of this agreement, the author will serve him a notice and the Publisher will remedy the breach within a period of one month from the receipt of the said notice. If the Publisher fails to remedy the breach to the satisfaction of the author, the rights herein granted to the Publisher shall revert to the author.

(16) The rights or obligations under this agreement shall not be assignable, except with the permission in writing of the other party.

(17) The copyright of the said book shall vest in and remain with the author and if somebody infringes the copyright of the said book, the Publisher will take action to prevent the infringement of the copyright or to obtain damages for such infringement and the author will join the Publisher in any action brought by the Publisher.

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

The Schedule above referred to

WITNESSES Signed and delivered by A B & Co. the within named

1 . Publisher by its partners

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