**AGREEMENT**

This **Agreement to Write a Book and to Sell Copyright** (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_((Name of the person(s)),(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (the “Author”).

**AND:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (the “Publisher”).

**The Author and Publisher individually referred to as Party, and collectively as the Parties.**

**PREAMBLE**

**WHEREAS**, the AUTHOR is a writer and Professor in the subject of Literature and has written a novel in [[English/Hindi or any other language]] language which is in a manuscript form.

**WHEREAS,** the PUBLISHER is carrying on business of publishing books on various subjects and has seen the said manuscript and approved it, but has requested the AUTHOR to make a few changes therein, to which the AUTHOR has agreed.

**WHEREAS**, on such changes being made, the PUBLISHER has agreed to complete the book as aforesaid and assign the Copyright therein to the Publisher in consideration of a lump sum amount of Rs. [[Amount]] agreed to be paid by the Publisher to the Author.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DUTIES AND OBLIGATIONS OF THE AUTHOR
	1. The Author agrees to complete the manuscript of the said book (novel) within a period of [[NO. OF MONTHS]] from now and the material of which will not exceed about [[Number]] printed pages.
	2. The Author shall deliver the typed or handwritten manuscript of the book to the publisher within the said period of [[NO. OF MONTHS]] from the date hereof.
	3. The Author agrees to assign to the Publisher the full copy right of the Author in the said book and shall execute a Deed of Assignment of copyright on the delivery of the manuscript of the book against payment of the said balance of Rs. [[Amount]].
	4. The Author shall assign the copyright subject to the following reservations
		1. The Author will be entitled to publish translation of the said book in any other language.
		2. He will be entitled to convert the novel into a play.
		3. He will be entitled to make a cinema film out of the story of the novel.
		4. He will be entitled to suitably convert it and exhibit as a serial in a Television show.
	5. The Author warrants that the said book does not contain any defamatory material and does not infringe the copyright of any other person.
	6. The Author agrees to indemnify and keep indemnified the Publisher against claim for damages and otherwise made by any other person on account of:
		1. The book containing any defamatory material or
		2. The book causing infringement of the copyright of any other person.
2. DUTIES AND OBLIGATIONS OF THE PUBLISHER
	1. The Publisher shall, within the next \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NO. OF MONTHS]] print and publish the said book at his entire cost, unless prevented from doing so by circumstances beyond his control in which case the time will be extended by the mutual consent of the parties.
	2. The Publisher shall furnish proofs of the printed material to the Author for his reading and for corrections and during such proof reading the Author will be entitled to make any additions or alterations in the original text of the book as he may think proper but without materially altering the story and the form.
	3. The Publisher shall pay to the Author a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount]] in consideration of the assignment of the copy right as hereinafter mentioned and out of which the Publisher has paid to the Author a token sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Amount]] as earnest on the execution of this agreement and the balance of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Amount]] will be paid on the delivery of the manuscript of the book to the Publisher.
	4. The Publisher hereby covenants and undertakes that he will not publish the book under any title other than the title given by the Author and will not in any way alter the literary matter contained in the book or make any additions to or alterations in the text of the book.
	5. The Publisher further covenants that he will not assign the copyright in the said book to anybody else or grant any license in respect thereof without notice of this Agreement to the Assignee or Licensee and such assignment or licence will be subject to the terms and conditions herein mentioned.
3. TERM
	1. This Agreement will come into force as of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Effective Date]] and will expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Expiry Date]] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement.
	2. At the end of the Initial Term, this Agreement will be automatically renewed for successive \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Number: Number of Years]] year terms (a “Renewal Term”) unless either Party provides written notice to the other Party of its desire to terminate this Agreement in accordance herewith.
4. TERMINATION
	1. If the Author fails to write and complete the book within the period mentioned above, the Publisher will have the option to cancel this agreement by giving fifteen days, prior notice in writing to the Author and in that event the Author shall return the token earnest paid to him by the Publisher
	2. If the Publisher fails to pay the said balance of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Amount]] against offer or delivery of the manuscript of the book by the Author to the Publisher, this agreement will be treated as cancelled but if the Author fails to deliver the manuscript against the Publisher offering to pay the said amount, this Agreement will be deemed to be an assignment of the copy right in the said manuscript, subject to the reservations aforementioned and in that case the Author will not be entitled to publish the book himself or through any other publisher or to assign the said copy right therein to any other person.
5. DISPUTE RESOLUTION - ARBITRATION:
	1. In the event of any dispute, difference or controversy arising between the Author and the Publisher in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
	2. The Seat of Arbitration will be in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[NAME OF THE JURISDICTION]] and all Arbitration proceedings will be conducted in\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[NAME OF THE JURISDICTION]].

1. GENERAL PROVISIONS
	1. Entire Agreement & Amendments

This Agreement hereto constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.

* 1. Incorporated by Reference

The Preamble and all Attachments, Schedules and Exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

* 1. Applicable law

This Agreement shall be governed by and interpreted in accordance with the laws of\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NAME OF THE JURISDICTION]], without reference to its conflict of law provisions, and the laws of India applicable therein. All disputes arising under this Agreement will be referred to the courts situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NAME OF THE JURISDICTION]] which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts.

* 1. Currency

All references to monetary amounts in this Agreement shall be to Indian currency.

* 1. Language clause

It is hereby agreed that both parties specifically require that this Agreement and any notices, consents, authorizations, communications and approvals be drawn up in the English language.

* 1. Interpretation

The headings and section numbers appearing in this Agreement or any Schedule attached hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

* 1. Severability

If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any Party or circumstance is, to any extent, invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to the parties or circumstances shall not be affected thereby and shall be separately valid and enforceable to the fullest extent permitted by law.

* 1. Further Assurances

Each of the parties hereto hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgments or documents, and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

* 1. Binding Nature

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective (as applicable) successors and assigns.

* 1. Counterparts

This Agreement may be signed in counterparts, and by use of facsimile signatures, each of which when signed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

* 1. Liquidated Damages Clause:

Allows the non-breaching party to recover damages in the event that actual damages are difficult to calculate. However, the amount of liquidated damages needs to be reasonable in light of the circumstances.

* 1. Attorney Fees Clause:

These state that the losing party shall reimburse the other party for attorney’s fees (and sometimes other court fees and costs).

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Place of Execution]] on the date indicated above.

First Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESSES:**

1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_