

AGREEMENT

This Deed of agreement has been entered on this the day of _____

Between

(of _____)

Hereinafter referred to as author(s) (which term shall mean and include his representatives, administrators, legal heirs and assigns) on ONE PART.

And

M/s. PRIMAX PUBLICATIONS

Prof. T.Rajeswari.,M.Sc.,M.A(Eng.),M.B.A.,M.A(Soc).
Managing Editor, Primax Publications,
No.25/A, Boothappa Temple Road,
80, Feet Ring Road, Jnanabharathi Post,
Nagdevanahalli, Bengaluru - 56, Karnataka.India.

Hereinafter referred to as Publishers which term shall mean and include (its representative, administrators, successors and assigns) on the OTHER PART.

WHEREAS the author is specialized in _____ and they are having a vast knowledge and experience in the said field/subject.

WHEREAS the authors have agreed to write a book/Thesis on the subject wherein they are acquired good knowledge on it and decided to publish the same for the benefit of public at large.

WHEREAS the publisher is engaged in the business of printing and publishing the article pertaining to **Primax Publications** and make the same available to the public at large.

WHEREAS the publisher had approached the author and requested to write a book/thesis by reducing the Author’s knowledge, information and experience in writing, which proposal has been accepted by the authors on the following terms and conditions.

Author(s)

1.....

2.....

Publishers

.....

**(Prof. T. Rajeswari)
Proprietrix.**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The author(s) to deliver to the publishers the complete typed script of the book/Thesis with diagrams, picture, transparencies, maps, etc. at present entitle “ _____ \ _____ ”

With 120 days of this agreement. He /She / They/ also agree(s) to help in the preparation of the publication. The author(s) agree(s) to correct, approve and pass for printing the final page proofs of the book without in anyway delaying or inconveniencing the printers.

2. a) The publishers shall at their own risk and expenses produce and publish the above book and shall have during the legal terms of copyright the exclusive right of producing the book(s) or any portion of it and its/their subsequent editions throughout the world, as also the general control of the publication(s) and the right to publish a translation.

b) The copyright of this work vests with the author and the author(s) willingly assign(s) the right to the publishers to publish the work and to reassign the rights of co-publishing, translation, adaptations, as may be considered necessary by the publishers.

c) The author(s), however, agree not to assign the copyright to anyone else without the explicit written permission of the publishers.

3)The authors(s) hereby guarantee(s) that the book is in no way an infringement of copyright and does not contain any matter of libelous nature and that he/they shall indemnify the publishers against all losses and expenses arising out of such infringement of copyright or on account of matter of libelous/objectionable nature contained in the book(s).

4. All film processing shall be exclusive property of the publishers.

5.If profit is reasonable (As per audited Statement) , the publishers shall pay to the author(s) royalty of **10% (Ten Percentage)** on the printed price of all copies sold and value realized in India and in foreign countries.

Author(s)

1.....

2.....

Publishers

.....

**(Prof. T. Rajeswari)
Proprietrix.**

6. a) For the sale of the book made to Book seller Company , the royalty paid will be 10% on the invoice value (Based on Profit)
 - b) No royalty will be paid on copies given away as free specimens.
 - c) No royalty will be paid on unsold copies left over of the previous edition after a new edition has been published.
 - d) The authors(s)/editor (s) will be entitled to 5 specimen copies.
 - e) In case of contributory authors only the first contributor is entitle to get a complimentary copy.
7. In case the book does not sell within 5 years from the date of its publication and the publishers decided to sell at the cost price or below, no royalty shall be paid. The publisher shall, however, inform the author(s) and he/she/they/ shall the first right to buy such stock at the cost price.
8. The publishers shall render accounts of the sale of the said work once a year in the month of May and Pay the royalty due to the author(s) before 31st July.
9. The authors(s) agree(s) to edit and revise, if necessary, with additions and alteration every subsequent edition of the book(s). In case the author(s) refuse(s) to do so or is/are unable to do so on any account, the publishers may get it revised by somebody else and the charge will be borne by the author(s)
10. The author(s) shall not be directly or indirectly interested in any other similar book(s) or in any way so act that the sale of the book(s) may be adversely affected and if at any time he/she/they does/do so he/she/they will be responsible for all losses the publishers may be put to though such action of the author(s)
11. In the event the publishers decided to publish a translation of the book, they shall have the right to do so at the same terms if the authors supplies the translated manuscript. In the event of the author(s) is/are unable to translate, the publishers shall get it done form elsewhere and shall pay the translation charges from the authors(s) royalty.

Author(s)

1.....

2.....

Publishers.

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**(Prof. T. Rajeswari)
Proprietrix.**

Arbitration:

In the event of any or both the parties having any disputes with respect to above subject or/and arising out this agreement, the same shall be referred to a sole arbitrator, exclusively appointed by the publisher under the Indian arbitration act.

IN WITNESS WHEREOF, this agreement has been executed by _____, at Bangalore.

Author(s)

Publishers.

1.....

2.....

.....

**(Prof. T. Rajeswari)
Proprietrix.**