

THANUJ INTERNATIONAL PUBLISHERS

**No.8/173, Vengayapalayam, Seerappalli (Po)
Rasipuram (Tk), Namakkal (Dt), Tamilnadu, India**

E-mail: thanujinternationalpublishers@gmail.com

AGREEMENT between..... [Author]
Publishers.....(.....
.....).

The parties to this Agreement wish to publish the hardcover edition of Author's book of nonfiction essays (Book Name.....
.....).

The two parties agree as follows:

1. Author shall deliver to Publisher an original book.
2. Author grants to Publisher the exclusive rights to print, publish, distribute, sell and license the rights to any and all editions and/or formats of the Book, in whole or in part, in the English language throughout the world.
 - 2a. Author grants to Publisher the non-exclusive right to Electronic versions of the Book. (Electronic versions shall be defined as online and digital reproductions and displays of the verbatim text and illustrations of the Book, or excerpts, for promotional purposes only. This grant of rights shall in no event be deemed to be a grant of electronic-book or audio-recording rights, which are reserved by the Author.)
 - 2b. These rights shall be granted to the Publisher for a period of five (5) years from date of this agreement.
3. The Author vows that the work is his; that the Book will not infringe upon the personal rights of or give rise to any claim by any third party, including, without limitation, claims in defamation, privacy, copyright, or trademark; and that the Author has the authority to grant us the rights granted in this agreement. Publisher will have no obligation to publish any part of the Book, which in its opinion would infringe upon such rights of any third party.
4. Publisher will make no changes or alterations to the Book without the Author's permission. The Author will have approval over the design, format and style of the Book, including text, graphic material and dust jacket art. In all matters of design, format and style, Publisher will, in consultation with the Author, present graphic materials to the Author, who will have the right to approve such materials and such approval will not be unreasonably withheld.

5. The Author will have approval over the promotion of the Book. That is, he will decide when/if he tours and where, and how. The Author will have the right to approve how the Book will be described in publicity materials.

6. Publisher agrees to pay to the Author as an advance against and on account of all monies accruing to him under this Agreement, one dollar per copy in the initial print run, which will be no lower than 3000 and no higher than 8000 copies. Payment will be made according to the following schedule:

due within one month of signing this agreement The remainder due upon publication

Acceptance of this advance ensures on the Author's part that he will deliver a complete Book and participate fully in the publication and promotion of the Book.

6a. Publisher shall pay Author 50% of net receipts ("Net Receipts") as defined below. Publisher shall be entitled to retain a reasonable reserve for returnable copies of the book. Net Receipts shall mean 100% of all gross sums received by or credited to Publisher from sales of the books and from licensing of any domestic rights in the books, less the direct costs ("Direct Costs"). Direct Costs shall mean the costs actually incurred by Publisher in connection with the paper, printing and binding of the Book and galleys, of shipping the Book and galleys, or preparing and mailing publicity materials, or promotional expenses, but shall not include the cost of Publisher's overhead or the salaries of Publisher's employees.

7. All sums of money due the Author under this Agreement shall be paid to the Author, and the receipt of the said funds shall be a good and valid discharge of all such indebtedness.

8. Publisher will do everything they reasonably can to give the Author updates, when he requests them, concerning the Book's sales and general progress. Every six months following first publication the Book, Publisher will provide Author with a statement of monies received from sales of the Book along with payment of any monies then due to Author under Paragraph 6.

10. All rights to the Book not expressly granted to us here will remain, always, with the Author. The Author can sell television rights, film rights, billboard rights, plush toy and key chain rights—all without the approval of the Publisher. Publisher has only the rights described in Paragraphs 2, 2a, and 2b.

11. If there is a disagreement between the two parties arising out of this agreement, it will be resolved in good faith through an arbitrator in India, CA to be selected by the parties. The arbitrator's decision may be entered in any court having jurisdiction.

No arbitration can be commenced and neither Author nor Publisher can be found to be in breach of this Agreement unless they have been given written notice identifying the breach and a thirty-day opportunity to cure it.

12. This agreement is subject to the laws of the State of India.

13. The Author shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Book; such examination shall be at the cost of the Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author shall be found to his disadvantage, in which case the cost

shall be borne by the Publisher. The examination will be done by the Author's representative or accountant.

14. Should the Publisher default in complying with the terms of this Agreement and does not rectify such default within 30 days, all rights shall revert to the Author.

15. Should the Book be out of print at any time and the Publisher fails to reprint within six months, all rights granted herein shall revert to the Author. The existence of an electronic or print-on-demand edition shall not mean the Book is in print.

16. Upon publication, Publisher shall send thirty-seven free copies to Author.

17. This Agreement may be assigned by Publisher as part of the sale or transfer of all or substantially all of Publisher's business or is part of a merger or consolidation of Publisher with another company. This agreement may also be assigned by Publisher to any subsidiary or affiliate or any company or entity under controlled by it. The performance of the terms of this Agreement is personal to Author and may not be assigned. Otherwise, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, legal representatives, and assigns.

18. This Agreement reflects the entire understanding between the parties and it may not be changed except in writing signed by both of us.

Signed

Author/Authors

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Title of the Book:

Publishers