

IN-IPipp24

## **Book or music publishing agreement, royalties**

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Schedule 1

This agreement is dated [date]

and made between: Freda Donbrowski,

of [address] (the "Author");

and Bookman plc, company incorporation number [number] incorporated in the Republic of India, [ ] ("").

It is now agreed as follows:

## 1. Definitions

- "Book" means the book written by the Author under the name of Black, White and Green. It includes
- "Confidential Information" means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person
- information about staff, their performance and
- data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer
- information about the Intellectual Property, the Know-how and all
- information created or arising from this agreement;
- information owned by a third party and in respect of which a party

information, comment or implication published on

“Subsidiary Rights” means any product or text in any medium which is based on or originated,

“Intellectual Property” means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights,

“Know-how” means technical information, and other procedures and ways of working and organising which

“Person” means a human individual, a corporate entity, a partnership, a governmental authority and any organisation which is managed or controlled as a unit. A reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any Person to whom

“Revision” means a revision, modification, improvement or corrected version of the Book, developed by the Author,

“Territory” means the following countries: [\[list countries\]](#)

## **2. Interpretation**

In this agreement unless the context otherwise requires:

- 2.1. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted
- 2.2. The headings to the paragraphs to this agreement are inserted for convenience
- 2.3. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.4. A reference to the knowledge, information, belief or awareness of any Person shall be deemed to include the knowledge, information,
- 2.5. All money sums mentioned in this agreement are calculated net of GST, which
- 2.6. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement

## **3. Relationship of parties**

- 3.1. Nothing in this agreement shall create a partnership, agency or other relationship between the parties, other
- 3.2. Neither party shall have, nor represent that it has, any authority to make any commitment on the

## 4. Entire agreement

- 4.1. This agreement contains the entire agreement between the parties and supersedes all
- 4.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information
- 4.3. No express or implied licence of the Book is granted to Bookman other than
- 4.4. Conditions, warranties or other terms implied by statute or common law in any country are excluded from
- 4.5. As an exception to the last previous sub paragraphs, the parties do rely

*[Enter list of other docs and dates ]*

## 5. Author's representations as to Intellectual Property

The Author represents and warrants that except as provided elsewhere in

- 5.1. the Author is either the owner of the entire right, title
- 5.2. all statements of fact in the Book are true, and publication of the Book by Bookman
- 5.3. *[the Author shall not grant any other licence of the ]*.

## 6. Bibliography

When submitting the Book the Author shall also provide to Bookman whatever indices, tables, graphs, bibliography, directory of suppliers and similar

## 7. Control of publication

7.1. The Publisher shall consult with the Author over the content and form of the Book until conclusion of first

7.2. The Publisher shall bear all expenses of production and advertising, except the amount (if any) by which

( ) , [ ]

7.3. The price and terms of sale of the

## 8. The licence of Black, White and Green

8.1. Bookman acknowledges that except as provided elsewhere in this agreement, the Author

8.2. For the licence fee of Rs [10,000], [receipt of which the Author now acknowledges] and

[ / ] / ],

8.3. The licence granted by this

8.4. Bookman must not assign nor sub-license Black,

8.5. [Except as specified in this agreement], Bookman shall

[

8.6. This grant includes all rights

8.7. So far as any goodwill is

## 9. Royalty calculation

9.1. In this paragraph, "Net Sales Value" means the

9.1.1 normal trade

9.1.2 the costs

9.1.3 goods and services tax or

9.1.4 bank charges on sales receipts;

9.1.5 sales commission payable to third parties;

9.1.6 sales taxes;

9.1.7 other transaction taxes.

9.2. The Royalty shall be calculated as follows:

9.2.1 [five] per cent of the Net

OR

9.2.2 On the original hardback ( )

On the first 2,500 copies sold 5%

On the next 7,500 copies sold 10%



	On all other copies after those numbers	15%
9.2.3	On the original %.	: 10
9.2.4	On paperback editions issued under the 5 %	:
9.2.5	On paperback editions for sale outside %	: 5
9.2.6	On digital editions: %	20
9.2.7	On sales arising	,

## 10. Additional royalties on subsidiary rights

In addition to the royalties on principal sales set out above,

- :
- 10.1. [30] % of the ;
- 10.2. [30] % of the ;
- 10.3. [30] % ;
- 10.4. [30] % ;
- 10.5. [30] % ;
- 10.6. [30] % ;
- 10.7. [30] % of the income from paperback ( ) ;

- 10.8. [30] % of the income from ( )  
);
- 10.9. [30] % ;
- 10.10. [30] % .

## 11. Payment terms

- 11.1. The gross sums received by any sub-Licensee .
- 11.2. The Author also now acknowledges receipt of the sum of Rs [10,000],  
.  
[ 10 , 000 ].
- 11.3. Royalty is .
- 11.4. On or before [day / date] in each [month / year]  
,  
,  
,  
.
- 11.5. Bookman shall pay the .
- 11.6. Royalty payment shall be made .
- 11.7. Payments shall be considered to have .
- 11.8. Payments due but unpaid on the due date shall bear interest at a rate  
of [ 8 ] %, .

11.9. Any tax which Bookman is required by law

11.10. If money is withheld on account of tax, Bookman shall

11.10.1 a written receipt for the tax paid;

11.10.2 other documentation necessary or desirable to enable

11.11. If tax is payable or money with held, the cost shall be borne by the

11.12. Bookman shall keep complete and accurate records and books of

11.13. the Author shall have the right, at its own cost and expense, not more than once

[ / ]

11.14. Such accountants will have access on reasonable notice to Bookman's records during reasonable business hours for the

11.15. The accountants shall be instructed to disclose to

11.16. If any underpayment by Bookman is greater than [\[ten\]](#) per cent of the amount previously

11.17. The provisions of

## 12. Complimentary copies

On publication of the Work, the Publisher shall send to the Author [eight] complimentary copies of each hardback edition (if any) and [twelve]

[ ] , [ ]

## 13. Notice to reprint

13.1. If Bookman stops selling the Book for any reason or the Book becomes unavailable, the Author may [ ]'

13.2. A termination under this paragraph does not

## 14. Protection of Author's rights in the Book

Bookman agrees that it will:

14.1. not claim nor register any intellectual property right

;

14.2. not publish in its own business, any name

;

OR

14.3. not publish the name “Black, White and ”  
, , ;

OR

14.4. not use the name “Black, ”  
, ;

14.5. not represent that Bookman is the owner or originator of  
;

14.6. use its best endeavours to notify all Persons who  
, ;

14.7. attach appropriately to every publication or appearance of ,  
;

14.8. not publish any ,  
:

14.8.1 denigrate the Author or his writing;

14.8.2 reduce the value of the Author’s reputation.

## 15. Copyright notice

The Publisher shall ensure that every copy -

:

15.1. The Universal Copyright Convention copyright notice as follows: “  
( ) [ ] 2007 (  
);

15.2. : “ [ ]  
1957 ”.

## 16. Third party infringement

16.1.

16.2.

16.3.

[ 28 ]

16.4.

16.5.

16.6.

16.7.

16.8.

16.9.

16.10.

16.11.

## 17. Confidential Information

17.1.

17.1.1

17.1.2

17.1.3

17.1.4

)

17.2. This paragraph does not apply to disclosure:

17.2.1

;

17.2.2

17.2.3

;

17.2.4

17.3.

17.4.

[ 5 ]

17.5.

17.6.

17.7.

(



)

## 18. Indemnity by Bookman

18.1.

;

18.2. its breach of this agreement;

18.3.

, ,

;

18.4.

## 19. Indemnity by Author

19.1.

19.2.

:

19.2.1 Bookman makes no statement prejudicial to the Author;

19.2.2 Bookman has not contributed to the infringement;

19.2.3

;

19.2.4

;

19.2.5

19.3.

## 20. Publicity / Announcements

20.1.

OR

20.2. No party shall:

20.2.1 make any public announcement; or

20.2.2 disclose any information; or

20.2.3

;

20.3.

20.4.

1,

## 21. Termination of this agreement

21.1.

[ 28 ]

21.2.

21.3.

## **22. After termination**

Upon termination of this agreement for any reason:

22.1.

22.2.

22.3.

## **23. Miscellaneous matters**

23.1.

23.2.

23.3.

23.4.

23.5.

23.6.

23.7.

23.8.

23.9.

23.10.

23.11.

It shall be deemed to have been delivered:

;

[ ] ; :

24 ; :

-

- : 24

-

[

- .

]

23.12.

,

23.13.

.

23.14.

,

/ [ ] [ ]

[ ] .

**Signed by** [personal name] on behalf of [Licensee name] as its / his representative who personally accepts liability for the proper authorisation by [Licensee name] to enter into this agreement.

# Explanatory Notes:

## Book or music publishing agreement, royalties

### Drafting notes referring to specific paragraphs

#### 1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

The agreement assumes that payment will be by way of royalty, with an advance payment. It is very easy to edit

We have given a name to your book: Black, White and Green. Of

By all means use the search/replace function in your word processor to change any defined term. If you do change a defined term, make sure

#### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.

#### 3. Relationship of parties

We have no comment

#### 4. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. These provisions are more important in an international trade agreement, when another country may have slightly different law on, for example, implied conditions. If other documents are to be

#### 5. Author's representations as to intellectual property

This is the author's document. You do not have to make these representations. However, we assume that your counter party is as intelligent and well advised as you are. If so, it will

## **6. Bibliography**

This is a small point which will be important

## **7. Control of publication**

These are normal publisher requirements. Whether you are the author

## **8. The Licence of Black, White and Green**

This paragraph contains the essence of your business agreement.

A limitation on sale outside the specified Territory is difficult to enforce. You should

## **9. Royalty calculation**

We have provided a simple framework, but your "deal"

## **10. Additional royalties on subsidiary rights**

We have provided an option for "Subsidiary Rights". In the context of a book, Subsidiary Rights are the technically different rights listed in the agreement. By separating them out, you can negotiate different levels of commission for each -

" "

## **11. Payment terms**

It is essential that you cover all the "angles" of your deal. We have

## **12. Complimentary copies**

We include for the sake of

### **13. Notice to reprint**

This provision is very clear because it is simple. If you edit to some other arrangement,

### **14. Protection of Author's rights in the Book**

When you grant the licence, you specify exactly what it covers. This paragraph places restrictions on Bookman in many areas. We suggest that you

Avoid the trap of making contractual concessions to a licensee who is a not-for-profit organisation. Governmental organisations are not beyond taking unfair advantage of a "soft"

We now mention the last sub-paragraph. As the law stands, it is an absolute defence to a defamation claim that the words complained of are true. However, this might change; it may not be the same ;

### **15. Third party infringement**

It is not only your publisher who may cause problems for you. Infringements leading to litigation are not common, but

### **16. Confidential Information**

We have included this paragraph because a business has so many secrets



**17. Indemnity by Bookman**

Very widely worded to give strong protection to author. The party

**18. Indemnity by Author**

A limited indemnity. This at

**19. Publicity / Announcements**

This paragraph is largely to protect from

**20. Termination of this agreement**

This paragraph deals with the typical terms of termination

**21. After termination**

Edit to your requirement. We

**22. Miscellaneous matters**

A number of special points. We have identified each of these as

**Schedule 1**

Attach press release.

**End of notes**