

MEMORANDUM OF AGREEMENT FOR PUBLICATION ✓

This Agreement is entered into on the 13 day of July 2020 by and between **Written Words (a wing of Christian World Imprints)** having its operating office at C-3, Wazirpur Industrial Area, Delhi 110052, (hereafter known as the Publisher) on one part and **Principal, Christ College, Pune** (hereafter known as Co-publisher) on the other part concerning a work presently known as '**Breath of Earth, Depth of Life : Scientific and Spiritual Responses to Ecological Crisis and Solution / Dr. Sony J. Chundattu, CMI**' (hereafter referred to as the Author) as a joint publication with **Christ College, Pune**

NOW THESE PRESENT WITNESSES that the parties hereto agree, record and confirm as under:-

GRANT OF RIGHTS

- 1 The Co-publisher, on behalf of the Author and the Author's heirs, executors, administrators, successors and assignees, grants the exclusive worldwide rights to the Publisher, to produce and sell exclusively in paper format(s) and optionally in electronic format(s), the Work in English for the present and subsequent editions/reprints of the Work (known as Book in published form). This is a distribution and publication license only. This Agreement does not transfer ownership, copyrights, or trademarks from the Co-publisher.
- 2 The Publisher shall have full authority to decide over matters like quality of paper, book size, format, type, font, production, printing, binding, advertising, price, revision of price, sale and terms of the sale, etc. of the Book, however, submission of Co-publisher suggestions/feedback hereto shall rest on the discretion of the Publisher.
- 3 The Publisher shall have the exclusive right to publish the Paperback/Hardbound or both editions, in any number of impressions and in any number of copies of the Book.
- 4 The Publisher may publish, subject to prior consent of the Author any translation, abridgements and adaptation of the Book in any language.
- 5 The Publisher is bestowed with the right to sell translation rights, co-publishing rights or any other right in relation to the Book with the prior consent of the Author.
- 6 The Publisher shall have first option to conclude a new agreement with the Co-publisher for translation, abridgements and adaptation of the Book on terms to be mutually agreed upon.


ROYALTIES

- 1 The Publisher is not required to pay any royalty to the Author/Co-Publisher or anyone else for the rights assigned in relation to the Book. The Co-publisher agrees to buy **100 copies** of the Book (in one go); the postage, packing & forwarding being extra. Additionally, the Co-publisher shall have the right to purchase additional copies of the Book from the Publisher at a flat 40% author's discount, postage, etc. being extra.
The CWI will give 10 copies for the Author as complementary.

CO-PUBLISHER'S WARRANTIES

The Co-publisher hereby represents and warrants to the Publisher the following

- 1 That the Author is the sole author of the work;
- 2 That the Co-publisher holds the full power and authority to grant these rights;
- 3 That the Work has not been published in any format with any company or person that may still own proprietary rights to the Work;
- 4 That the Work is original and that no part of it was taken from or based on any other literary, dramatic or musical material, or from any film or graphic arts, except as identified in writing by the Author;
- 5 That the Co-publisher is fully authorized and is legally permitted by the concerned authorities to supply, free of cost and charges, to reproduce the text of work, photographs, pictures, drawings, diagrams, data, figures, maps and other material that might be necessary for illustrating the Book whether the same is adapted, expanded or translated version of the original Work, in the same style and format;
- 6 That the Work does not infringe upon any copyright or proprietary right, common law or statutory law, and does not contain any material of a libellous or obscene nature, or constitute a violation of privacy rights;
- 7 That the Co-publisher releases the Publisher from any responsibilities relating to any legal actions incurred by the contents of the Book.

Publisher's Signature 

Co-Publisher's Signature 

8. That these representations contained herein are true on the date of the signing of this Agreement.
9. That the Co-publisher warrants that the Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to the Publisher for this Book, in future.
10. That the Co-publisher agrees to give reasonable editing rights to the Publisher, to allow the Book to conform to requirements, and correcting spelling and grammar errors, etc.

COPYRIGHT

1. Copyright is maintained by the Co-publisher/Author. The Publisher shall include a copyright notice on the Book. Copyright registration, if any, is the responsibility of the Author.

TERMS OF AGREEMENT

1. This Agreement is exclusive for Paper rights, and optionally for Electronic Rights.
2. The Co-publisher may publish, subject to prior consent of the Publisher any translation, abridgements and adaptation of the Work/Book in any language.
3. If money is received from the sale of right of translation and other rights then the net receipt after deducting expenses shall be distributed in 1:1 proportion between Co-publisher and Publisher.
4. In the event of the death of the Author during the period of operation of this Agreement, the legally rightful person shall exercise the rights of Author after giving proper documentary evidence to the Publisher.

EXECUTION AND DELIVERY OF AGREEMENT

1. If this Agreement shall not be signed and returned to the Publisher within a period of six (6) weeks from the date of its transmittal to the Co-publisher, the Publisher shall have the option to withdraw its offer of agreement. Nothing contained herein shall be construed to vitiate the Publisher's right to withdraw its offer of agreement prior to delivery of the signed agreement to the Publisher by the Co-publisher.
2. The Publisher shall make no changes in, additions to, or eliminations from the manuscript without the consent of the Author, and in order to obtain such consent, the publisher shall submit the copy-edited manuscript to the Author for his approval. The Author agrees to return such proof to the Publisher with his corrections within reasonable period of time, of the receipt thereof by him.

MISCELLANEOUS

1. Bankruptcy - If the Publisher should file for bankruptcy or reorganization, or the Publisher liquidates its business for any reason, all rights granted by the Co-publisher to the Publisher will at that time revert back to the Co-publisher.
2. Transferability - If the Publisher changes its legal form, is acquired by another entity, or otherwise changes ownership, all rights and responsibilities granted in this Agreement will be transferred to the succeeding entity.
3. Severability - If any part of this Agreement is determined by a Court to be unenforceable, the rest of the Agreement is still considered to be in force.
4. Copyright Infringement - In the event of copyright infringement during the duration of this Agreement, the Publisher may, at the Publisher's expense, take legal action in order to halt the infringement and/or seek damages from the infringing party. The Publisher is not mandatorily required to take such legal action, nor shall the Publisher be liable to the Co-publisher if the Publisher refuse to take such action. In case Publisher refuse, the Co-publisher may then, at the Co-publisher's expense, take such legal action.
5. All rights in the Book now existing or which hereafter come into existence, not mentioned herein, are reserved to the Co-publisher for his use anytime in the future.
6. Any written notice required to be served to the other party under any of the provisions of this Agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or in electronic means, at the addresses set forth above.
7. If there is any change in the address of the Co-publisher then the Co-publisher do hereby undertakes to intimate the same to the Publisher, as and when it takes place.
8. The Publisher shall not be held responsible for any communication not received by the Co-publisher on account of wrong address of which no notice as required hereunder has been served by the Co-publisher.

Publisher's Signature 

Co-Publisher's Signature 

9. Publisher shall be deemed to include Publisher for the time being and their successors and assignees
10. One set of the Agreement shall be kept by the Publisher and one set by the Co-publisher, both duly signed by the two parties

INDEMNIFICATION AND LIMITATION OF LIABILITY

1. The Co-publisher agrees to hold the Publisher harmless and indemnify the Publisher and its subsidiaries or affiliates, against any claim, demand, action, suit proceeding, or any expense whatsoever arising from claims of infringement of copyright or proprietary right, or claims of libel, obscenity, invasion of privacy, or any other unlawfulness based upon or arising out of the publication or any matter pertaining to the Book
2. All warranties and indemnifications made by the Co-publisher herein shall survive termination of this Agreement and any license granted hereunder.

GOVERNING LAW

1. This Agreement shall be governed exclusively by and construed according to the laws of India, without giving effect to conflicts of law principles

ARBITRATION

1. In the event of any dispute, difference or question arising out of or in respect of this agreement or the commission of any breach of any terms thereof or of compensation payable thereof or in any manner whatsoever in connection with it, the same shall be done in accordance with the rules and provisions of Arbitration Act, 1940. The decision or award so given shall be binding on the parties hereto. However, if any dispute arises on the award given hereto, by one sole arbitrator or the arbitral tribunal, the same shall be referred to the High Court of Delhi.

IN WITNESS WHEREOF the Publisher and the Co-publisher respectively have hereunto set their respective hand the day and year first hereinabove written

PUBLISHER

Signature

(Authorised Signatory)

CO-PUBLISHER

Signature

Name

Phone

Mobile No.

Email

Date of Birth

Permanent Address

26/4A, Sainikwadi,

Vadgaonsheri Pune 411 014

WITNESS FROM PUBLISHER'S SIDE

Signature

Name

Address

ASHOK VIHAR Phase I
DELHI-52

WITNESS FROM CO-PUBLISHER'S SIDE

Signature

Name

Address

Pune

Publisher's Signature

Co-Publisher's Signature