

Agreement

THIS AGREEMENT is made on the _____ day of _____ in the year _____ between:

- (1) (Name and NRIC No.) of (Address) (hereinafter referred to as “the Author”) - on the one part and
- (2) (Name of Publishing Company) a company registered in (Country) and having a registered office at (Address of Company) (hereinafter referred to as “the Publishers”) on the other part.

WHEREAS the author has conceived and written a Description of work entitled (Title of Book) (herein referred to as “the works”), the full components of which are listed in Appendix 1, and whereas the Publishers desire to publish the Works, the Author hereby assigns to the Publishers the rights to the Works as defined and in consideration of the promises set forth herein.

Definition

Unless otherwise indicated, all references to Works in this agreement shall mean any or all of the works, or part thereof.

(Publishers)

(Author)

NOW IT IS AGREED as follows:

1. Assignment

In consideration of the terms and conditions herein contained, the Author, as beneficial owner of the copyright, other intellectual property and other rights (hereinafter referred to as “the Rights”) in the Works, herein above referred to, hereby assigns to the Publishers all the Author’s Rights in the Works, including without limitation the following rights, subject to the reservations hereinafter provided:

- (a) Translation rights
- (b) Abridgement rights
- (c) Serial rights
- (d) Merchandising rights
- (e) Stage, film, Television, video, radio, and other dramatisation and documentary rights
- (f) Electronic publication rights
- (g) Picture book rights
- (h) Publication, sale and distribution rights in relation to the Works and/or any part thereof in all editions and languages
- (i) Exploitation rights in relation to the Works in any other form as may be invented in the future
- (j) The right to sell, resell, license or re-license to any third party any or all of the Rights

(Publishers)

(Author)

2. Royalties

The Publishers shall pay the Author the following royalties at the rates hereinafter provided or such other rates as the parties hereto shall agree from time to time:

Four and a half percent (4.5%) of the net price for the first 10,000 copies

Five percent (5%) of the net price for all copies above the 10,000 copies

- (a) of the first edition of the Works sold in Singapore,
- (b) of the first edition of the Works and its diverse editions and forms sold outside Singapore
- (c) of any revised edition of the Works sold by the Publishers, provided that the said revision does not exceed 10% of the content of the first or preceding edition

Two and a half percent (2.5%) of the net price

- (a) on all copies of the translation edition of the Works sold by the Publishers,
- (b) on all copies of the video edition of the Works sold by the Publishers,
- (c) on all standalone copies of the multimedia edition of the Works sold by the Publishers.

Two and a half percent (2.5%) of the bundle price on all Bundled copies of the multimedia edition of the Works sold by the Publishers.

(Publishers)

(Author)

2.2 Net price is defined as gross proceeds of sales less any discounts rendered to traders and any other party purchasing copies of the Works.

2.3 No royalties shall be payable to the Author on the copies of the Works in any form given or distributed free of charge to the Author, government authorities, libraries, bookshops, or any other body in the course of promoting the Works or for copies remaindered or disposed of as provided for in Clause 14 below.

3. ACCOUNTING

A statement of royalties payable to the Author shall be prepared by the Publishers based on actual sales of the Works for each fiscal year ended 31 December and such a statement and the royalties shall be furnished and paid to the author by June of the following year.

Where applicable, the Publishers shall deduct from the royalties payable to the Author the appropriate Withholding Tax the whole or part of which the Author can claim in accordance with the prevailing Avoidance of Double Taxation Treaty if any between the Author's country and Singapore by submitting promptly to the Publishers Form IR 585 duly endorsed by the relevant Tax Authority and/or any other applicable taxes.

4. REVENUE FROM SALE AND LICENCE TO THIRD PARTIES

The Publishers shall pay the Author twenty-two percent (22%) of the net proceeds from the sale of licence to any third party of the Rights in the Works or any part thereof.

4.2 Payments due to the Author under Clause 4.1 hereof shall be paid by the Publishers within thirty (30) days from the date the Publishers have received the payments from the purchaser of licensee of the Rights, as the case may be.

(Publishers)

(Author)

5. MANUSCRIPT

The Author agrees to deliver to the Publishers the complete manuscript in typewritten or in electronic form using a word processing software agreed to by both parties by (Day/Month/Year) and to the specifications to be set forth at a later date and that the Publishers shall not be responsible for the loss of or any damage to the manuscript.

The Publishers shall be entitled to request the author to make amendments or additions to the manuscript as required by the Publishers' agent. The Author shall make such changes and resubmit the manuscript within such time as the Publishers may reasonably request.

If the Author does not deliver the complete manuscript for the Works as required in Clauses 5.1 and 5.2 above, the Publishers shall have the right to appoint an agent to perform the Author's duties relating to the manuscript and to deduct the fee payable to the said agent from monies payable to the author.

If the Author does not deliver the complete manuscript for the Works as required in Clauses 5.1 and 5.2 above, the Publishers shall have the right to appoint an agent to perform the Author's duties relating to the manuscript and to deduct the fee payable to the said agent from monies payable to the author.

In the case where the Works require approval from the Ministry of Education, Singapore and, in such that the Works do not meet the approval of the Ministry of Education, Singapore after all reasonable effort has been exhausted, this Agreement shall terminate and the balance of the advance royalty shall not be paid to the Author as fair compensation for his/her efforts. There shall be no further liability on the part of the Publishers in such an instance.

(Publishers)

(Author)

6. USE OF COPYRIGHTED MATERIALS

The Publishers shall secure on behalf of the Author valid written permission to use any copyrighted materials deemed necessary to the Works.

The costs for obtaining the permission to reproduce the copyrighted materials shall be borne by the parties in the ratio:

The Author	: 0 percent (0%)
The Publishers	: 100 percent (100%)

Provided the acquisition is approved by the Publishers.

7. CONTROL OF PUBLICATION

The Publishers shall have entire control over the publication of the Works including its design, production and marketing.

The Author shall proof-read and return all proofs submitted to the Author by the Publishers and indicate the required amendments of otherwise indicate the Author's agreement with editorial work carried out by the Publishers.

In the course of production of the Works, should the Author require the Publishers to make substantial alterations or additions to the artwork not necessitated by typesetters' or artists' errors, the Author shall bear all costs of alterations in excess of twenty percent (20%) of the original cost of composition of the proofs or artwork unless such alterations have been made necessary by unforeseen events. The Publishers shall be entitled to deduct such amounts from any monies payable to the Author. For the purpose of this Clause, alterations shall be deemed substantial if the alterations involve the amendment of more than twenty-five percent (25%) of the original proofs and/or artwork or incur more than twenty-five percent (25%) of the original costs of proofs and/or artwork.

(Publishers)

(Author)

8. GRATIS COPIES AND SALES TO AUTHOR

The Publishers shall give the Author four (4) free copies of the first edition of the Works upon publication and two (2) copies of subsequent revised editions

The Publishers shall sell subsequent copies to the Author at a discount of twenty-five percent (25%) from the published price.

9. REVISED EDITIONS

The Publishers shall be entitled, upon reasonable written notice to the Author to require the Author to revise the Works within the period specified in such notice.

Should the Author fail to comply with the notice to revise the Works as aforesaid within the period specified, the Publishers shall have the right to appoint an agent to perform the Author's duties relating to the revision and to deduct the fee payable to the said agent from any monies payable to the Author.

The Author and the Publishers agree that all the rights and obligations in respect of the Works shall also apply to the revised edition of the Works.

10. COMPETING WORKS

During the subsistence of this Agreement the Author shall not edit or publish for himself or for any other party any work which will directly compete with the Works.

(Publishers)

(Author)

11. RIGHT TO USE AUTHOR IDENTITY

The Publishers shall have the right to use the Author's name, likeness and biographical data on any edition of the Works or advertisements and/or promotion of the Works, which shall include workshops, seminars, launches and other activities of a similar nature conducted by the Publishers and such right may be extended by the Publisher to any licensee or purchaser of any Rights assigned to the Publishers herein.

PROVIDED ALWAYS that the use of the Author's name, likeness and biographical data in advertisements and/or promotions by the Publishers, licensees or purchasers of any Rights, will be done in consultation with and subject to availability of the Author.

The Author should actively co-operate with the Publishers in any advertisements of the Works, and actively assist and attend any activities organised by the Publishers to promote the Author's Works.

(Publishers)

(Author)

12. WARRANTY

The Author warrants that he, together with NAME (NRIC NO.), is the joint owner of the Rights assigned hereunder and has full power to enter into this Agreement and has not granted any other licenses in respect thereof to any person; that the Works are original, not previously published in substantial part in any form whatsoever and does not infringe upon any copyright of any whomsoever; that the Works do not contain any matter which is libellous, seditious, obscene or in contravention of the law in any way whatsoever.

The Author shall indemnify and keep indemnified in full at all times, including after the termination of this Agreement, the Publishers against any loss, damage or expense arising from any breach of this warranty.

13. PUBLICATION DATE

The Publishers shall publish the works within **one (1)** year of accepting the final manuscripts from the Author.

If the Publishers fail to publish the Works after the expiry of the date defined in Clause 13.1, such failure being the result of restrictions of government, agencies, labour disputes or any other reasons beyond the Publishers' control, then either party may serve on the other party a notice to terminate this Agreement and the Rights in the Works with the exception of such Rights that had been validly sold, assigned or licensed to a third party by the Publishers prior to the issue of the notice.

The Rights in the Works which had been validly sold, assigned or licensed to a third party by the Publishers prior to the issue of the notice shall revert to the Author three (3) months after the notice of termination if the Works remain unpublished at the time.

Neither party shall have any claim against the other whatsoever in respect of such termination except for any antecedent breach or liability which has already arisen.

(Publishers)

(Author)

14. OUT OF PRINT

If after at least two (2) years from the date of publication of the Works the Publishers shall decide that the Works are no longer selling in economic quantities the Publishers shall have the right to declare the Works out of print after giving the Author six (6) months' notice (hereinafter referred to as "the Notice")

Upon receiving the Notice, the Author shall have the right to purchase at Publishers' cost of production any or all of the copies of the Works remaining in the Publishers' stock.

Should the Author not wish to purchase any or all the stocks of the Works remaining the Publishers shall have the right to dispose of the remainder in whatever way the Publishers deem fit upon expiry of Notice.

No royalty shall be payable by the Publishers to the Author for any or all copies sold or otherwise disposed of under this Clause 14.

Upon expiry of the Notice, this Agreement shall terminate and all Rights assigned by the Author to the Publishers hereunder shall revert to the Author except such Rights as are validly sold, assigned or licensed to a third party by the Publishers prior to the issue of the Notice. Neither party shall have any claim against the other whatsoever in respect of such termination except for any antecedent breach or liability which has already arisen.

15. TERMINATION

The Publishers and Author reserve the right to terminate this Agreement at their discretion and on reasonable grounds.

PROVIDED ALWAYS that this right to terminate shall not be exercised before **two** years from the date of publication.

(Publishers)

(Author)

16. LAW APPLICABLE

The parties hereto agree that the law applicable to this Agreement shall be the law in force in the Republic of Singapore and the parties shall unconditionally submit to the jurisdiction of the Courts of the Republic of Singapore.

IN WITNESS OF WHEREOF the parties have signed this Agreement on the date first mentioned above.

SIGNED by the abovenamed Author]
]
_____]]
(Name of Author)]

In the presence of:
]
]
_____]]
(Name of Witness)]

SIGNED by the General Manager]
]
_____]]
(Name of General Manager)]

For and on behalf of the abovenamed Publishers,
(Name of publishing company)

In the presence of :
]
]
_____]]
(Name of Witness)]

(Publishers)

(Author)

APPENDIX 1
COMPONENTS OF _____.
(Title of Book)

1. _____
2. _____
3. _____

(Publishers)

(Author)