



Manav Rachna Publishing House, Sector 43,  
Faridabad, Haryana 121004

Website: [mrapublisher.com](http://mrapublisher.com)

E-mail:

---

THIS AGREEMENT (hereinafter called the Agreement) is made this \_\_\_\_ day of \_\_\_\_, 20, between MANAV RACHNA PUBLISHING (hereinafter called the “Publisher”) and \_\_\_\_\_ (hereinafter called the “Author,” which term shall be deemed to include the Author's executor, devisees, heirs, and literary assigns).

WHEREAS, the Author desires the Publisher to publish the Author’s work titled \_\_\_\_\_, (hereinafter called the “Work”), and Publisher desires to publish the Work;

NOW THEREFORE in consideration of the promises hereinafter set forth and for valuable consideration, receipt whereof is acknowledged, the parties agree as follows:

#### PUBLICATION

The Publisher shall have the exclusive right to edit or modify the delivered materials at their discretion prior to publication.

However, the author shall have the right to review any modifications and grant approval prior to publication. While the Author shall have the right to review and approve any changes to content, the work’s format, cover design, and final artwork, the Publisher shall retain full right to manufacture, distribute, market, and sell the completed work as they deem necessary, providing royalty the to the author on each bookselling.

The Publisher agrees to provide page proofs of the material prior to publication. These proofs shall have all content, including artwork. The author agrees to review and return these proofs to the Publisher within 30 days.

The Publisher agrees that the works covered under this book publishing contract will be published within 30 days of delivery of the initial manuscript.

The Publisher agrees to consult with the Author regarding marketing the published works, but Author reserves the right to make final decisions regarding marketing of the works. The Author grants the Publisher the right to use the Author’s name and likeness as they see fit for marketing purposes.

#### COPYRIGHT

The Publisher shall include a copyright notice in the Author’s name on all published copies of the works in accordance with Indian Copyright Regulations. The Author acknowledges and agrees that he owns the rights of used written things, images in the book, and Manav Rachna acquires no right of ownership to

the Work under this Agreement; that Manav Rachna is a provider of limited services only as governed by the invoices on which you have paid for services (i.e., publishing services, editing, printing, sales and fulfillment, and website development) and assumes no responsibility for reviewing or correcting the content of the Work. The author also agrees that he is only providing Manav Rachna, the raw input/ manuscript, and the interior layout designs, cover, etc to publish and sell. The author shall have the complete rights of usage of formatted content, cover page, etc. and Manav Rachna shall provide all raw and formatted content / print-ready copies/artwork, etc. to Author for use with another publishing house if he/ she wants to do so.

The ISBN assigned by Manav Rachna to the book can never be used with a third-party printer at any relation or concern. However, Author still owns the complete rights on his/ her own content.

The author can use the ISBN and Manav Rachna Logo for any third-party online channel for distribution but in this case, the Author can sell the author copies (Printed by Manav Rachna) only. The author can order Author copies at printing cost + shipping charges.

If the Author is using any third-party printer, then Author cannot use the ISBN and Logo of Manav Rachna.

#### AUTHOR'S WARRANTIES AND INDEMNITY

- A. Author warrants to the Publisher and its licensees that he is the sole author and proprietor of the Work; that the Work has not heretofore been published in book form; that he is the owner of all the rights granted to the Publisher, and has full power to enter into this agreement, and that said rights are not subject to any proper agreement, lien, or other claim or rights which may interfere with the rights herein granted; that the Work is original and not in the public domain; that it does not violate the right of privacy of any person; that it contains no libelous, obscene, or other unlawful matter; and that it does not infringe upon the copyright or violate any other right of any person or party. The Author agrees to hold the Publisher harmless against any damages, including attorney's fees, finally sustained in any suit involving the Publisher or its licensees by reason of a violation of any of these warranties.
- B. If any such suit is instituted, the Publisher shall promptly notify the Author and may withhold payments due to Author under this Agreement, until such suit has been settled or withdrawn. If a final adverse judgment is rendered and is not discharged by the Author, the Publisher may apply for the payments so withheld to the satisfaction of such judgment. The author undertakes for himself, his successors and assigns, to execute at any time, on request of the Publisher, any document or documents to confirm or continue any of the rights defined herein, and to take all proceedings necessary to enforce copyright in India and elsewhere.
- C. If Author unreasonably disapproves of any out-of-court settlement recommended by the Publisher and the claim or suit proceeds to trial, Author shall be liable for all the Publisher's fees, costs, damages, and expenses connected with such trial regardless of the outcome. The Publisher shall have the right to reasonably extend the benefit of the indemnities to any person, firm, or corporation at any time, and Author shall be liable thereon as if Author's warranties were originally made to such person, firm, or corporation.

D. The provisions of this Section C shall survive the termination of this Agreement.

#### ACCOUNTING

The Publisher shall provide the Author with a quarterly statement detailing net copies sold and net revenues after the publication of the works, along with quarterly royalty payments in accordance with the terms of this book publishing contract for physical book stores(if opted).

However, the online sales records (for Amazon, Flipkart, Kindle etc.) of the previous month will be updated till the 15th (Mid) of every month. Reports and payments shall be delivered to the Author by the Publisher no later than the final business day of each calendar month on an ongoing basis.

Manav Rachna does not take guarantee of huge selling of the book since it all depends upon the content of the book and the promotional efforts of the Author himself. Manav Rachna is an online service provider which provides services of publishing. The responsibility of Manav Rachna is to make the book available on the e-commerce platform according to package and fulfill the order when it comes. Manav Rachna shall provide weekly sales reports electronically (through Author's dashboard provided by Manav Rachna) to the Author during the subsistence of the Term. The royalty will be 100% of the profit.

#### ADVERTISING AND PROMOTION

- A. The Publisher shall have the right to use, and to license others to use, the Author's name, image, likeness and biographical material for advertising, promotion, and other exploitation of the Work and the other rights granted under this Agreement provided the Publisher has obtained the Author's approval which shall not be unreasonably withheld to said use and exploitation.
- B. The Publisher shall have the right to determine the time, place, method and manner of advertising, promotion and other exploitation of the Work provided the Publisher has consulted Author and provided that for any exploitation requiring Author's presence Author's approval, which shall not be unreasonably withheld, shall be obtained.

#### RETAIL PRICE

As the author, you may price your books at any retail price. However, we cannot sell your books through our systems unless your retail meets the Minimum Pricing criteria outlined by us which is based on book format and page count. This means that you cannot set a price below the cost of the product and have it sold by Manav Rachna Publishing.

Minimum pricing criteria are subject to change at any time at the discretion of Manav Rachna as market conditions and costs warrant. Manav Rachna will recommend a price change to the author when minimum pricing criteria change.

Manav Rachna shall not be liable to pay any consideration including sharing any revenue for the Printed Books which are Distributed for review, advertising, publicity, promotional purpose, samples or such other similar purposes provided that Author shall not be liable to pay any printing cost of Printed Books Distributed by Manav Rachna for such purpose. Manav Rachna is not necessarily bound to share/ update the information to the author in the same regard.

#### TERMINATION OF AGREEMENT

The agreement may be terminated by either party with a 60 days' written notice to be delivered by registered mail or equivalent. All rights granted to the publisher shall revert to the author upon the termination of agreement and publishers shall make all pending dues (Author's Royalty) to Author within 90 days of such termination. Amount Paid to Manav Rachna for the Publishing Package is non-refundable. Publisher shall make bonafide efforts to end all distribution arrangements during this period and terminate such agreements for distribution of Author's work. However, customer rights to access purchased books shall continue.

#### LAWS APPLICABLE

This Agreement shall be interpreted according to the laws of India. Any litigation relating to this Agreement shall be pursued in the jurisdiction of Faridabad, Haryana.

#### SEVERABILITY

In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and shall be interpreted under the Indian laws.

Author: \_\_\_\_\_

Publisher: Manav Rachna Publishing House

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title of Work: \_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_