

MEMORANDUM OF AGREEMENT made this _____ day of _____ 2007 between A&C Black Publishers Limited of 38 Soho Square, London W1D 3HB (hereinafter called BLACK which expression shall where the context admits include BLACK's administrators and assigns or their successors in business as the case may be) of the one part and _____ (hereinafter called the PUBLISHER which expression shall where the context admits include the PUBLISHER's administrators and assigns or their successors in business as the case may be) of the other part whereby it is mutually agreed as follows:

1. Whereas BLACK has published a work entitled _____ (hereinafter called the WORK) by _____, BLACK warrant to the PUBLISHER that they control all the rights licensed by this Agreement.
2. In consideration of the payments hereinafter mentioned BLACK grant to the PUBLISHER for a period of five years except as otherwise provided the sole and exclusive right to publish and sell throughout the world an edition or editions of the WORK in the _____ language.
3. The PUBLISHER agrees to publish the WORK within eighteen months of the date of this Agreement unless prevented by strikes, lockouts or other causes beyond their control.
4. The PUBLISHERS shall work closely with the author over any proposed changes to the text to ensure that an acceptable translation of the WORK is produced. BLACK agrees that the WORK shall be adapted to suit the PUBLISHER's market.
5. It is agreed that if the PUBLISHERS consider that the copyright in the WORK has been infringed, they shall be at liberty to take such steps as they may consider necessary for dealing with the matter, and if they desire to take proceedings they shall, on giving BLACK an undertaking to pay all costs and expenses and to indemnify BLACK against all liability for costs, be entitled to use the BLACK's name as a party to such proceedings, but at the same time to control, settle or compromise as they think fit. Any profits or damages which may be recovered in respect of any infringement of the copyright shall after deduction of all costs and expenses be divided equally between BLACK and the PUBLISHERS.
6. The PUBLISHERS agree to pay to BLACK the following royalty based on their published price: ___% (___per cent) on all copies, with a non-returnable advance of £___ (_____pounds), payable on signature of this Agreement.
7. On any copies sold as remainders the PUBLISHERS shall pay to BLACK 10% (ten per cent) of the sum received by them unless the sum received shall be lower than the production cost in which case no royalty shall be payable. The PUBLISHERS hereby agree not to sell copies of the WORK as remainders within three years from their first publication. The PUBLISHERS shall notify such a sale of the WORK to BLACK in writing within one month of such sale, and all rights to the WORK shall automatically revert to BLACK at that time, unless requested otherwise by the PUBLISHERS at the time of notification of the sale.
8. The PUBLISHERS agree to send to BLACK on publication of their own edition six copies of their edition of the WORK and two copies of each subsequent reprint or sublicensed edition and BLACK shall be entitled to purchase further copies at best trade terms.

9. The PUBLISHERS shall make up full accounts as at 31st December each year and shall submit these accounts within three months of those accounting dates together with full payment of all sums due which payments shall be made in full in London in Euros without deduction in respect of commission or bank charges or otherwise.

10. The PUBLISHERS shall include or cause to be included the following copyright details on the reverse of the title page of every edition of the relevant work published under the terms of this Agreement:

First published in _____ by A & C Black Publishers Limited, 38 Soho Square, London W1D 3HB.
Text copyright © _____

This Agreement will be considered as a hire-purchase contract of the Work and the PUBLISHER shall only acquire the material property of the books of this edition. The PUBLISHER does not acquire, consequently, the intellectual property of the books and copyright. In no way may the PUBLISHER change the indication given by BLACK regarding the author and the intellectual property of copyright.

11. All rights not specifically granted in this Agreement are retained by BLACK.

12. The PUBLISHERS shall immediately give notice to BLACK if at any time they have fewer than one hundred copies of the WORK left for sale and, upon stocks of the WORK being sold out, all rights licensed in this Agreement to the PUBLISHERS shall automatically revert to BLACK, unless the PUBLISHERS shall request in writing an extension of the Agreement, such request not to be unreasonably withheld. Any sub-licences licensed by the PUBLISHERS to other companies under the terms of this Agreement shall remain in force until their expiry and any subsequent sub-licences shall be licensed directly from BLACK.

13. This Agreement shall come into force only upon receipt by BLACK of the advance against royalties specified in clause 6 and of a copy of this Agreement duly signed on behalf of the PUBLISHERS. In the event that the aforesaid duly signed copy shall not have been received by BLACK within two months of the date of this Agreement, BLACK shall upon giving one month's notice in writing to the PUBLISHERS be automatically freed from any obligation whatsoever under this Agreement.

14. If (a) the PUBLISHERS fail to comply with any of the provisions of this Agreement within one month after written notification from BLACK of such failure or if (b) an order is made or an effective resolution passed for the liquidation of the PUBLISHERS other than a voluntary liquidation for the purposes of reconstruction then in either of these events this Agreement shall automatically terminate without prejudice to any claim which BLACK may have for monies due and/or damages and in either of such cases any advances received against royalties and/or manufacturing costs shall not be returnable.

15. This Agreement shall be deemed to be an agreement made in London under English law.

16. If any difference shall arise between the PUBLISHERS and BLACK touching the meaning of this Agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their umpire in accordance with the provision of the Arbitration Act 1996 or any later substitute or amending legislation.

AS WITNESS the hands of the parties

For and on behalf of
the PUBLISHERS

For and on behalf of
BLACK