

eBooks West

Memorandum of Publishing Agreement

Between _____ (Author) and Gilbert John Hardwick trading as **eBooks West** (Publisher)

WARRANTY: The Author is and warrants to be the sole owner of an original literary work entitled _____ (Work) and makes the following warranties and undertakings:

- (a) The Work does not or shall not infringe any existing copyright or any proprietary rights of any other parties nor will it breach the confidence of any person;
- (b) There shall be nothing in the Work which with the intention of the Author is defamatory or unlawful;
- (c) If any character in the Work is based on or closely resembles an identifiable living person known to the Author or whom he might be reasonably be expected to know of, he undertakes to identify such character to the Publisher at the time of signing the agreement;

The Author indemnifies the Publisher against any injury, loss or damage (including all legal and other properly incurred costs and expenses) occasioned in consequence of any breach by the Author of any of these warranties and the warranties and indemnity given by the Author shall survive the termination of this agreement.

LANGUAGE: This Memorandum of Publishing Agreement refers only to English language editions of the Work.

COMPETING WORKS: For the first twelve (12) months after publication, the Author undertakes that no other party shall be granted any right to print and/or publish the Work in any English language form including abridgement or adaptation anywhere in the world.

PUBLICATION: Unless prevented by circumstances beyond the control of the Publisher, the Work will be published on the **eBooks West** associate and affiliate websites in or about a month after this agreement is ratified. The design and text of the cover and the promotion pages on the site relating to the Work will be at the Publisher's sole discretion.

RIGHTS: For twelve (12) months after publication, the Publisher shall have the sole and exclusive licence throughout the world of the following rights:

- (a) digital reproduction rights including on-line access;
- (b) Print-on-Demand rights derived from digital reproduction including online access;
- (c) Other rights will be retained by the Author and may be exercised twelve (12) months after the agreement is signed.

COPYRIGHT: The Author must provide written authorisation for the use of any material for which he is not the copyright holder.

Copyright in the Work, at all times, resides in the Author. The Publisher will ensure that copyright notice in the Author's name appears in all copies of the Work.

ALTERATIONS: No alterations will be made to the text or the title of the Work without the Author's consent.

ROYALTIES: The Publisher will pay the Author 50% of all royalties received from sales of the Work to be made bi-annually.

TERMINATION: Twelve (12) months after this agreement is signed, it will become subject to a 30 day notice of termination that can be executed by either party. The Author may then instruct the Publisher to remove the Work from the Publisher's website. Similarly, the Publisher may elect to remove the Work. If both agree to let the Work remain for sale on the site, the 50% royalty will continue to apply as will the retention of digital rights by the Publisher. However, after the initial twelve months, the Author will be free to offer rights, other than digital rights, to third parties.

GOVERNING LAW: The agreement shall be interpreted in accordance with and governed by the laws of Australia, and any dispute that cannot be resolved by the parties in a reasonable time shall be subject to the jurisdiction of the Commonwealth of Australia.

SIGNED:

The Author: _____ Date: _____

Witness: _____ Date: _____

The Publisher: _____ Date: _____

Witness: _____ Date: _____