

Agreement

This Agreement made this XXX between XXX (hereinafter called the “**Illustrator**”) of the one part, residing at XXX , and Pratham Books, a registered Public Charitable Trust, having its principal office at 621, 2nd Floor, 5th Main, OMBR Layout, Banaswadi, Bangalore – 560043. INDIA (hereinafter called the “**Publisher**”) of the other part.

WHEREAS:

Publisher is a not-for-profit charitable organization that publishes low cost children's books with a mission to see “A book in every child’s hand” (the “Mission”);

Publisher, with a view to furthering the Mission, uses multiple mediums, formats, licenses and methods to publish and distribute books on varying subject of interest and relevance to children.

Illustrator is the illustrator of original art work for the proposed publication entitled ‘e’ (hereinafter called the “Work”) and is desirous of having it published by the Publisher;

AND WHEREAS, the Publisher has accepted the Work for publication and intends to publish the Work;

AND WHEREAS, the parties have mutually agreed that, upon the publication of the Work by Publisher, the Work shall be released by the Illustrator under a Creative Commons license (as designated herein).

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. Subject to the terms of this Agreement, Publisher intends to publish the Work in multiple languages and in different mediums and Illustrator hereby grants Publisher an exclusive (till first publication) , perpetual, worldwide, royalty-free license in and to the Work to reproduce, publish, adapt, distribute and translate the Work without restriction as to medium. Further such license shall not lapse in the event of any failure by Publisher to exercise the rights transferred for any period of time.

2. Illustrator hereby agrees that upon the first publication of the Work by Publisher (regardless of the medium or language) Illustrator hereby agrees to and does release the Work under the following Creative Commons license: [\[CC-BY\]](#), the terms of which are further described at <http://creativecommons.org/licenses/by/4.0/>.

3. In consideration of the grant of license to Publisher and the Illustrator agreeing to release the Work under the aforesaid license, as described above, Publisher has paid Illustrator a one-time lump sum License Fee (“Transaction Fee”).

4. For the avoidance of doubt, upon the signing of this Agreement, Publisher shall the right

to reproduce in any material form, communicate to the public, publish, and include in any cinematographic film, the Work, at its own risk, cost and expense, by itself or as part of a compilation or in combination with other works in media now known or in the future developed (including, without limitation, in physical, audio, digital, multimedia formats), to make adaptations of the Work, and to reproduce in any material form, communicate to the public, publish, and include in any cinematographic film or in media now known or in the future developed (including, without limitation, in physical, audio, digital, multimedia formats) such adaptations of the Work. Publisher shall have sole and exclusive control of the production and style of production of the Work. Publisher shall also have exclusive control of the sale and terms of sale of the Work.

5. Illustrator shall retain and enjoy all moral rights as against Publisher and Publisher shall respect all such moral rights of Illustrator with respect to the Work. Publisher shall ensure that every copy of every edition or printing produced by Publisher containing the Work shall bear the title and the name of Illustrator in the customary style in the customary positions.

6. Illustrator undertakes to supply to Publisher, free of cost, a full and final typescript of the Work in a form suitable for efficient hand or machine composition in a form suitable for direct and presentable reproduction by standard reproduction process.

7. Publisher shall be entitled to have the typescript of the Work edited for publication by a person who, in its reasonable opinion, is competent, and shall be free to make such changes in the text as might be required to preserve uniformity, to ensure correctness of language and clarity of exposition, subject to the condition that the essential content and meaning of the Work will not be interfered with, save to remove positive errors, if any, and to remove any matter that might infringe copyright, or be considered libelous, scandalous, obscene or otherwise undesirable or unlawful in any way. Publisher shall be entitled to make other changes to the text after testing the Work, if it so wishes to, with the prior consent of Illustrator. Publisher shall be free, at its discretion to utilize copies of every edition and every printing of the Work for record and for complimentary presentation or review and other promotional purposes.

8. Upon publication of the Work, Publisher shall give to Illustrator, six copies of the publication containing the Work without charge. On the understanding that the copies so purchased will not be resold or otherwise allowed to enter trade channels, Illustrator shall be entitled to purchase from Publisher, further copies of the publication containing the Work at the trade discount fixed by Publisher.

9. Illustrator represents and warrants that the Work:

- a) is an original work of authorship and has been independently authored by Illustrator;
- b) does not, and will not when published, violate the intellectual property rights of any third party; and
- c) contains nothing obscene, indecent, libelous, scandalous, illegal or otherwise objectionable.

Illustrator undertakes to indemnify Publisher against loss, injury or damage, including any legal costs or expenses properly incurred, occasioned to Publisher in consequence of any breach by Illustrator of these representations and warranties.

10. This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

11. This Agreement contains the entire understanding of the parties with respect to the Work. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

12. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

13. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

14. The Courts at Bangalore alone shall have sole jurisdiction to deal with and entertain all matters arising out of or relating to this Agreement.

15. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

16. For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing.

17. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

In WITNESS WHEREOF the parties hereto have hereunder set their respective hands the day and the year first herein above written

Illustrator:

In the presence of

Publisher:

In the presence of