GROVE BOOKS LIMITED

Memorandum of Agreement

Preamble and the Grant of Rights

Agreement made this day

Between

Of

(hereinafter called 'the Author' which expression shall, where the context admits, include the Author's executors and administrators)

and Grove Books Limited, of Ridley Hall Road, Cambridge CB3 9HU, UK

(hereinafter called 'the Publishers' which expression shall, where the context admits, include any publishing imprint subsidiary to or associated with the Publishers, and the Publishers' administrators or successors in business)

It is mutually agreed as follows concerning a work original to the Author and provisionally entitled:

1. Rights granted

Subject to the terms and conditions herein contained, the Author grants to the Publishers the exclusive right to produce and to publish the Work, and any revisions and additions, in all languages for the legal term of copyright throughout the world.

The exclusive rights so assigned to the Publisher will include, but not be limited to:
Volume form, hardcover and paperback editions; translation; digital formats, including but not limited to e-book, mobile application and other electronic means; mechanical reproduction, such as tapes, videos, ROMs; reprographic rights such as photocopying; serial and periodical rights; anthology and quotation; performance.

Author's Obligations

2. Delivery of Work

a) The Author shall have delivered the Work, together with any illustrations, diagrams or other material by the date agreed. The Work should be of the agreed length and supplied as an MS Word file or other acceptable and compatible digital format.
b) The Author shall obtain from the owners written permission to reproduce any copyright material, and pay any fees thereon.

3. Author's Warranty

The Author hereby warrants to the publisher that the Work contains no libellous, defamatory, obscene, privileged or improper material and that it is an original Work, has not been published elsewhere before, is not a violation of any existing copyright, and that all statements purporting to be facts are true and accurate and that any recipe, formula, information or instruction

contained in it will not, if the reader were reasonably to act thereupon, cause any illness, injury or damage to the user or third parties.
The Author shall indemnify the Publisher against costs, expenses, loss and damage resulting from any breach of the foregoing warranty or any claim alleging breach thereof (excluding any claims which are reasonably deemed by the Publisher to be groundless, vexatious or purely malicious). The Publisher reserves the right to request the Author to alter the text of the Work which on the advice of the Publisher's legal advisers may be considered actionable at law or may render the Publishers liable to prosecution.

4. Proofs
The author agrees to read and check final page proofs supplied by the Publisher within the specified time. Due to the thorough editorial process, alterations to the text are not expected at this stage.

5. Promotion
The author shall as far as possible assist the Publisher in any promotion of the Work, including speaking and interviews where appropriate.

6. Competing Work
The Author shall not during the continuance of this Agreement without the previous consent of the Publishers prepare or publish any work of a nature which may be reasonably considered by the Publishers to be likely to compete with or to affect prejudicially the sales of the Work or the exploitation of any right in the Work granted to the publishers under this Agreement.

<u>Publishers Obligations</u>

7. Publisher's Undertaking to Publish
The Publishers shall unless otherwise mutually agreed, or unless prevented by circumstances beyond their control, at their own risk and expense produce and publish the Work within a reasonable time of acceptance of the Work in accordance with the terms and conditions of this Agreement.

8. Duty of Care
The Publisher will not be liable for loss or damage to the Work delivered by the Author to the Publisher, and the Author is encouraged to keep copies of the Work.

9. Conditions of Acceptance
The Publishers shall accept the Work provided that the complete Work as delivered by the Author conforms to a reasonable extent in nature, scope and style to the specifications set out in this Agreement and as detailed in the Author's Guidelines.

10. Consultation
a) All details as to the manner of production, print quantity, pricing, publication date and reprints shall be under the control of the Publisher.
b) The Publisher may consult the Author over matters of design, summary and promotional information, and cover design, but the final decision rests with the Publisher.
c) The Publishers undertake not to alter the Work without the consent of the Author other than in the process of copy-editing for style and syntax and to remove any passage which may be considered actionable at law. The Publisher would normally expect to consult with the Author concerning details of more significant changes to the text, including the title, although approval by the Author of such changes may not be unreasonably withheld.

11. Copyright

The copyright in the Work shall remain the property of the Author and the copyright notice in the form © followed by the Author's name and the year of first publication shall be printed on all copies of the work.
The Publishers shall have the power to take action in the Author's name in respect of any infringement of the copyright of the Work.

12. Royalties

a) Subject to the terms and conditions set out in this Agreement, the Publishers shall pay the Author a royalty of 7.5% of the published price of all copies sold by Grove Books, including reprints and Works published electronically.
b) Where joint authors are involved the royalties shall be split equally between them.
c) No royalties shall be paid on copies given away free to the Author or others, review or returned copies, or those destroyed by fire, water, in transit or otherwise.
d) In regard to overseas licensed sales through other publishers, the Publisher agrees to pay the Author 7.5% of receipts. Payment will not be due on any revenues earned abroad where a foreign government blocks the conversion or transmission of such monies to the UK, until such monies can be transmitted.

13. Assignment

The Publisher shall not assign the rights granted to the Publisher in this Agreement or the benefit thereof without the Author's written consent.

14. Author's Copies

The Author shall be entitled to receive on publication twelve copies of the first edition. In the case of joint authors, these twelve copies are to be shared between them. Authors shall have the right to purchase further copies at a 30% discount.

15. Accounts

The Publisher agrees to report on the sale of the Work annually, and will make settlement for any balance shown to be due, provided that after three years from the first publication no statement need be delivered or payment made in respect of any year in which the sum due is less than £5 (five pounds).

16. Advertisements

The Publisher shall not insert within the work or on its cover any advertisement other than for its own works without the Author's consent.

17. Disposal of surplus stock

If after a period of three years from the date of first publication the Work shall in the opinion of the Publishers have ceased to have a remunerative sale, the Publisher may dispose of copies remaining on hand.

<u>Other Clauses</u>

18. Termination

This Agreement shall terminate:

a) If either party is in material breach of any of the provisions of this Agreement and has failed to remedy any such breach within three months of notice;
b) If the Publisher goes into liquidation (except voluntary liquidation for the purpose of reconstruction) or has a Receiver appointed, all rights shall revert to the Author, following any sale of existing stock;
c) If the Author becomes insolvent or bankrupt.

19. Disputes

Any dispute arising in connection with this Agreement which shall be interpreted in accordance with the law of England, shall be referred to a single agreed referee on terms to be agreed between the parties informally. Failing agreement about the appointment of a suitable referee the matter shall become subject to arbitration in accordance with the Arbitration Act 1950 or any amending of substituted statute for the time being in force.

20. Governing law
This Agreement shall be deemed to be a contract made in England and shall be construed and applied in all respects in accordance with English law and the parties hereto submit and agree to the jurisdiction of the English Courts.

AS WITNESS THE HANDS OF THE PARTIES

For and on behalf of the Publishers
Grove Books Limited

For and on behalf of the Author
Author