

MEMORANDUM OF AGREEMENT

This AGREEMENT made and executed this _____, in Quezon City, Philippines, by and between—

residing at
and hereinafter referred to as the Author

—a n d—

ATENEO DE MANILA UNIVERSITY, a duly incorporated and non-stock educational institution organized and existing by virtue of the laws of the Philippines, with principal office address at Loyola Heights, Quezon City, represented in this act by its

President, JOSE RAMON T. VILLARIN, SJ
and hereinafter referred to as the Publisher.

WITNESSETH, that—

WHEREAS, the AUTHOR desires and intends to publish, print, and sell in book form (print or ebook or both) his finished manuscript entitled

hereinafter referred to as the Manuscript;

WHEREAS, the AUTHOR offers to the PUBLISHER and the latter accepts the offer to undertake the publication, printing, and selling of the Manuscript;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties herein have mutually and reciprocally bound and obligated themselves to the terms, conditions and covenants hereinafter set forth:—

1. THE GRANT.—The AUTHOR hereby grants and assigns to the PUBLISHER the sole and exclusive right to print, publish and sell in book form, whether in print and/or ebook format, the Manuscript, hereinafter referred to as the WORK during the full term of copyright including renewals and revisions thereof, and said copyright to be taken in the name of both the AUTHOR and PUBLISHER for the period this contract is in force. The PUBLISHER shall handle any applicable registration.

2. AUTHOR'S WARRANTY.—The AUTHOR represents that he has full power to make this agreement and warrants that said WORK is innocent and contains no libelous matter or passages, or otherwise unlawful, or that infringes on any proprietary right or any statutory copyright. The AUTHOR further warrants that there is no third party who has a right to, or proprietary interest in, the WORK or anything contained therein, and the AUTHOR shall hold the PUBLISHER harmless and free of injury or damages on account of any claim that may be brought by a third party asserting such right or interest. Written permissions for any material included in the manuscript from persons with proprietary right over the material should be submitted to the PUBLISHER with this memorandum.

3. PUBLICATION OF THE WORK.—The PUBLISHER agrees to publish the WORK without changes, additions or eliminations in or from the text, except as mutually agreed upon, at its own expense in such format as the PUBLISHER deems best suited to its sale.

4. ROYALTY.—The PUBLISHER agrees, subject to such exceptions as the parties may agree, to pay the AUTHOR a ten percent (10%) royalty based on the retail/list price on all print copies of the book sold.

On ebook sales, PUBLISHER agrees to pay AUTHOR, again subject to such exceptions as the parties may agree, a forty percent (40%) royalty based on NET SALES on all copies sold.

Royalties shall be paid within a month after the end of the fiscal year of book's release with a sales report accompanying each payment.

5. FREE COPIES.—The PUBLISHER agrees to furnish the AUTHOR ten (10) copies of his work upon publication, at no charge. Additional copies furnished for the personal use of the AUTHOR shall be deducted from the AUTHOR's royalty account, less twenty percent (20%) of the list price.

6. PROMOTION OF THE WORK.—The PUBLISHER shall use its sound discretion in the distribution or presentation of copies for the purpose of obtaining reviews or notices or otherwise promoting the sale of the WORK, to advertise the same and to keep the market supplied with sufficient copies thereof as long as there shall be reasonable demand for them. AUTHOR shall help in the promotion of the WORK through talks in seminars and conferences, disciplinary or multi-disciplinary, whenever necessary.

7. CREATION OF COMPETITIVE WORK.—The AUTHOR will not, without the written consent of the PUBLISHER, prepare, edit, write, print or publish or cause to be written, printed or published, during the continuance of the agreement, any other version of this edition tending to interfere with, compete or prejudice the sales of the WORK.

8. RIGHT OF FIRST REFUSAL.—Should the AUTHOR decide to revise, update or spin-off the WORK into other books or works, the PUBLISHER has the right of first refusal. Only when PUBLISHER specifically declines or rejects proposed revision, update or spin-off and only when stocks of the WORK are exhausted may AUTHOR and PUBLISHER terminate this contract.

9. RETENTION OF INTELLECTUAL PROPERTY RIGHTS.— Any applicable intellectual property rights shall be retained by the PUBLISHER notwithstanding the termination of this contract.

10. SUBSIDIARY RIGHTS.—Arrangements for translations of, quotations from, reproduction of illustrations from said WORK, and the granting of all rights and permissions, including publication by others of editions of said work shall be undertaken by the PUBLISHER on behalf of the AUTHOR, and any net gain derived from such transactions shall be divided between the AUTHOR and the PUBLISHER, 60% to the AUTHOR, 40% to the PUBLISHER, unless otherwise provided.

11. ALTERATIONS.—This agreement shall not be subject to change, modification or discharge, in whole or in part, except by written instrument signed by the AUTHOR and the PUBLISHER.

12. INTERPRETATION.—This agreement shall be construed and interpreted according to the laws of the Republic of the Philippines and shall be binding upon and inure to the benefit of the heirs, assigns, executors, or administrators of the AUTHOR, and upon assigns or successors of the PUBLISHER, no assignment however shall be binding unless with the written consent of both parties herein. If the AUTHOR, so-called herein, consists of more than one person, all of the obligations of the AUTHOR hereby created shall be deemed to be the joint and several obligations of all such persons.

IN WITNESS WHEREOF, we have hereunto set our hands in the place and on the date first above mentioned

ATENEO DE MANILA UNIVERSITY
Publisher
By:

Jose Ramon T. Villarin, SJ

Author

SIGNED IN THE PRESENCE OF

Maria Karina M. Bolasco

Author's witness

ACKNOWLEDGEMENT

Republic of the Philippines)
.....)

BEFORE ME, a Notary Public for and in _____ on this _____ day of _____, 2016 personally appeared the following:

NAME	GOVERNMENT ISSUED ID NO.	VALIDITY
JOSE RAMON T. VILLARIN, SJ		
AUTHOR		

known to me and to me known to be the same persons who executed and signed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act and deed.

This instrument consists of TWO (2) PAGES including this page wherein the acknowledgment is written signed by the parties and their instrumental witnesses on the left hand margin of each and every page and on the spaces indicated on PAGE TWO (2) hereof.

IN WITNESS WHEREOF, I have hereunto affixed and stamped my notarial seal on the date and place first above written.

Doc No. _____
Page No. _____;
Book No. _____;
Series of 2016.