



Government of National Capital Territory of Delhi

Certificate No.	: IN-DL11202218017806U
Certificate Issued Date	: 05-Nov-2022 01:11 PM
Account Reference	: IMPACC (IV)/ dl831103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL11202218017806U
Purchased by	: CL EDUCATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CL EDUCATE LIMITED
Second Party	: JANKI DEVI MEMORIAL COLLEGE
Stamp Duty Paid By	: CL EDUCATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

PUBLISHING AGREEMENT

THIS AGREEMENT, made and entered into as of this **2nd November, 2022**, by and between **CL EDUCATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its corporate office at A-45 1st Floor, Mohan Cooperative Industrial Estate New Delhi-110044 and having its registered office at Plot No. 9A, Sector-27A, Mathura Road, Faridabad, Haryana - 121003 (hereinafter referred to as "CLE", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the First Part and the following Author/Institution **Janki Devi Memorial College, Janki Devi Maha Vidyalaya Poorvi Marg, Near Ganga Ram Hospital, New Delhi-110060. Ph. No. 9911144156 [Surinder Kumar]** ("the Author/Institution"), hereinafter collectively referred to as "the parties." The Author/Institution is sometimes referred to using the pronouns "you," "your," or "yours," and the Publisher as "we," "us," "our," or "ours" in this Agreement. Each of the Author/Institution and Publisher declares the desire to act under this Agreement in an atmosphere of mutual respect and cooperation in an effort to achieve the professional standards and commercial success that each party desires.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sdcilestamp.com/' or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd.
2. Any discrepancy in the details on this Certificate, and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate
4. In case of any discrepancy please inform the Competent Authority

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GRANT OF RIGHTS

1. You agree to prepare a work on "Pedagogy Series 2022_Teaching English (ISBN-9789394168671), Teaching Hindi (ISBN-9789394168756) and Teaching Sanskrit (ISBN-9789394168831)" ("the Work"). You grant and assign solely and exclusively to the Publisher this Work and all rights in the Work, its title, parts, and all versions and revisions of the Work that are now in existence or are created hereafter and all derivative works throughout the world, in all languages, for the full term of copyright and all renewals and extensions thereof, and the right to secure copyright in the Publisher's name or any other name we elect. This grant includes, but is not limited to, the exclusive rights to reproduce, print, distribute, market, promote, publish, sell, license, broadcast, or transmit, in all channels of distribution, the Work and derivative works, in whole or in part, in all forms, formats, media, and versions, now known or hereafter developed, including, without limitation, by any electronic or electromagnetic means or analog or digital signal, or on any human or machine readable medium, including as part of an electronic database, and to license third parties to exercise any and all such rights. This grant of rights includes, the right to make any adaptation or abridgement or translation (in any language) of the Work and to reproduce and publish such work and without limitation, all rights specified in paragraphs E and H below, including the exclusive right throughout the world, for the Publisher themselves to exploit and further to sell and license the right to exploit and enter into contracts and collect all income arising in relation to the exercise by third parties, of all Subsidiary Rights.. You also agree to do all such things and to sign and execute all such documents and deeds as may be required in order to perfect, protect or enforce any of the rights assigned and granted to the Publishers pursuant to this Agreement in any part of the territory.

DELIVERY

2. You agree to deliver the Work, containing about 1,00,000 words per book (which is neither less than 75,000 words or not more than 1,25,000 words in a single book) or their equivalent, in complete final form ready for production or in clear, legible and clean copy which has been typed with double spacing on disk in Word, by **31st August 2022**. You and we agree that, in print form, the Work will consist of approximately 120 printed pages in each book.

ROYALTY

3. Based on the net cash received by the Publisher or its affiliate from the sale of the Work, except as otherwise provided in paragraph I, we will pay the Author/Institution a royalty of **10% on each book**. In respect of an adaptation, abridgement or translation, should the publisher use material from the work in teaching support material to accompany the work or in promotional material for the work, no payment shall be made to the Author/Institution for such case. No royalties shall be payable on any copies of the Work destroyed in transit or otherwise or distributed as specimen, inspection or presentation copies, the number and destination of such copies so distributed being left to the judgment and discretion of the Publisher.

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ROYALTY STATEMENT

4. Royalty statement will be furnished by September every year.

Author/Institution Details		Nominee Details	
Name	Janki Devi Memorial College	Name	
PAN No	AAATJ6918J	PAN No	
Address	Janki Devi Maha Vidyalaya Poorvi Marg, Near Ganga Ram Hospital, New Delhi-110060	Address	
GST	07AAATJ6918J1ZE		
Mob. No	9911144156 (Surinder Kumar)	Mob. No	
Email	Principal@jdm.du.ac.in	Email	

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have set their hands on the day and year first above written.

In the presence of:

CLE

Witness (CLE)

AUTHOR / Institution

Witness (AUTHOR / Institution)

प्रचार्या/Principal
जानकी देवी मेमोरियल महाविद्यालय
Janki Devi Memorial College
सर गंगा राम हॉस्पिटल मार्ग नई दिल्ली-110060
Sir Ganga Ram Hospital Marg, New Delhi-110060



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ADDITIONAL TERMS

5. Paragraphs A-Z are part of this Agreement as though placed before the signatures. The signature of an officer of the Publisher is required for this Agreement to be final and binding on the Publisher

ADDITIONAL TERMS

SUBMISSION OF THE WORK

- A. (1) You agree to deliver one (1) copy of the Work, and any required preliminary versions or portions of the Work, in hard copy form, double-spaced on 8-1/2" x 11" paper on one side only, and one (1) copy in an electronic format as agreed upon by the parties as per clause 1. You will retain at least one copy of each item delivered to us under this Agreement. The Work will be of such content, form, and length (including any illustrative material) as we are willing to publish. We may request modifications to the Work, in which event you agree to revise and resubmit the Work, or portion(s) of the Work, within the reasonable period of time requested by us. Acceptance of partial manuscript submissions does not constitute acceptance of the Work for publication.
- (2) If you are unable or unwilling to deliver the Work on time, or if the Work is not acceptable to us, in our publishing, editorial, and marketing judgment, the Publisher may elect to terminate the Agreement and recover from you any moneys paid to you or on your behalf in connection with the Work. If the Publisher terminates the Agreement, the rights you have granted to us shall revert to you and you will have the right to publish the Work elsewhere, but only if and after you repay to us all moneys we previously paid to you.
- (3) If we send you proofs or other final copy of the Work, you agree to read and correct them and promptly return one (1) copy to us. If you do not return a corrected proof of the Work to us within a reasonable time period to be specified by us, such material will be considered approved as is. You agree to be responsible for the completeness and accuracy of corrections and to bear the cost of alterations of the proofs or other final copy (other than those resulting from printers' or other production errors) are exceeding 10% of the cost of typesetting or other formatting. You agree that these costs may be deducted from payments otherwise due to you.

ITEMS FURNISHED BY THE AUTHOR/Institution

- B. (1) You agree to furnish the following items as part of the Work: information for the title page; a preface; a table of contents or its equivalent; an index or its equivalent; and all photographs, artwork, and other illustrations, with captions, in camera-ready copy or fully formatted electronic files, as requested by us, or in any other format agreed upon by you and us.
- (2) You also agree that you will (a) furnish to us by **20th October 2022**, and in a format we agree upon with you: a foreword (if any); a glossary (if any); a bibliography (if any); an instructor's manual; exercises (if any); answers to exercises (if any); end-of-chapter materials; a test item file; a solutions manual (if any); material for a companion Web site, and any other ancillary or supplementary materials and learning aids to complement the Work, or any part(s) of the Work (collectively, the "Supplementary Materials"); and (b) provide assistance to and consult with us or any third parties engaged by us to provide development or production services in connection with the publication of the Work, the Supplementary Materials, or any part(s) of the Work. You agree that we will have all the same rights to the Supplementary Materials as you have granted with respect to the Work and this Agreement will apply to all the Supplementary Materials as though they are part of the Work.
- (3) If you fail to deliver any item or perform any service specified in paragraph B(1) or B(2) within the time specified by us, we may have such items prepared or services performed and charge the costs against any sums otherwise due from us to you. We will pay the cost of manufacture of the Supplementary Materials.

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- (4) If, to protect the Work or the rights granted to us, we request that you sign documents confirming the grant of rights in this Agreement, suitable for filing with the Copyright Office, you agree to do so.

THE AUTHOR'S/Institution's WARRANTY

- C. You warrant that: you have full authority to make this Agreement; the Work will be original; the Work has not been published, registered for copyright, or previously granted or assigned to anyone else; you are the sole owner of the Work; you have identified any material in the public domain; you have identified, and have obtained permission for, material from other copyrighted works; you are not currently working on any project which may compete with or lessen the value of the Work; the Work, and any part of the Work, will not infringe any copyright or violate any proprietary rights or rights of publicity or privacy, or contain any obscene, indecent, defamatory, scandalous, libelous, or unlawful matter or any formula or instruction that is injurious to a person or property; the work contains nothing which is a malicious falsehood and all statements contained therein purporting to be facts are true; nothing in the work is liable to give rise to a criminal prosecution or to a civil action for damages or any other remedy. These warranties also apply to other items furnished by you pursuant to paragraph B. You agree to hold harmless and indemnify us and our grantees and agents against any demand, claim, suit, action, proceeding, cost, damages, and expenses, including reasonable attorneys' fees, arising from any breach or alleged breach of these warranties or from our efforts to resolve or avoid the claim. If you obtain knowledge of a claim, you agree to send prompt notice of it to us. You agree that we will have the right to assume and control the defense and settlement of any such claim, and until such claim or suit has been settled or withdrawn, we will have the right to withhold a reasonable amount to cover such claims from any sums due to you. You agree to cooperate with us, and attorneys, and provide reasonable assistance in defending against any such claim. We reserve the right to alter or to insist that you alter the text of the work in such a way as may appear us appropriate for the purpose of removing or amending any passage which on the advice of the legal advisors may be considered objectionable or likely to be actionable at law without affection your liability under this clause in respect of any passage not so removed or amended. The warranties and indemnities contained in this paragraph will survive termination of this Agreement.

COPYRIGHTED MATERIALS

- D. If you wish to include in the Work or the Supplementary Materials any original unpublished material of any kind created by anyone other than you, you agree to provide to us with your final manuscript a proper written grant from an authorized person granting us the same rights to that material as you have granted to us for the Work. If any material from another published work protected by copyright is incorporated into your Work or the Supplementary Materials, you agree to provide to us with your final manuscript written grants satisfactory to us to use that material ("permissions"). You agree to obtain and pay for all these rights that must be granted to us. Upon your request, we will advance on your behalf reasonable permission fees approved by us to the copyright owners of published materials and will recover all fees advanced from any sums due to you.

EDITING AND PUBLISHING DETAILS

- E. You agree that with respect to the Work (in all editions, revisions, and versions), we have the right to (1) edit the Work, provided that the meaning of the text is not materially altered; (2) publish the printed Work in one or several volumes and in a style deemed suitable by us as to paper, printing, and binding, under our own name and/or under any of our imprints; (3) decide on the format and media in which to publish the Work; (4) fix or alter the wording, format, and style of the title, interior design, packaging and/or cover presentation, and the prices at which the Work shall be sold and the quantities printed or produced; and (5) determine the methods and means of advertising, marketing, and selling the Work. You agree that we will have the right to display the Author's/Institution's name and likeness in connection with the Work and any part of the Work and in promotional materials.

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AUTHOR's / Institution's COPIES

- F. We will furnish to the Author/Institution Five (5) copies of the Work without charge, as it is first published by us. Additional copies can be purchased by the Author/Institution for personal use at normal domestic trade discount off our suggested list or single-copy price.

REVISIONS

- G. If we consider it in the best interests of the Work to publish a revision, you agree to revise the Work, or any part of the Work, as requested by us and in accordance with the schedule we request. Except as specified in the rest of this paragraph, the provisions of this Agreement shall apply to each revision of the Work as though that revision were the Work being published for the first time under this Agreement. If, in our judgment, you are unable or unwilling to provide a satisfactory revision within the time period we request, you agree that we may have such revision (and any subsequent revisions) prepared by others, and charge the cost, including fees and royalties, against your royalties, provided that the deductions will not exceed 50% of your royalties for the first such revision and 75% for the second such revision, and may be up to 100% on subsequent revisions. We reserve the right to display both your name and the name of the person or persons who prepare the revision in connection with the revision and in promotional materials. Any decision by us to discontinue the use of your name on any subsequent edition of the Work last revised by you shall not be deemed a breach of your rights.

INFRINGEMENT OF COPYRIGHT

- H. It is agreed that if the Publishers consider that any of their rights in the Work have been infringed the Publishers shall be at liberty to take all or any steps as they may consider necessary at their sole discretion to defend their rights and if the Publishers desire to take legal proceedings whether civil or criminal against all or any infringer they shall, on giving the Author/Institution an undertaking to pay all costs and expenses and to indemnify the Author/Institution against all liability for costs, be entitled to use the Author's/Institution's name as a party to such proceedings and also at the same time to control settlement or compromise as the Publishers think fit.

The Author/Institution agrees to execute all or any documents as may be necessary and do any acts reasonably appropriate to give effect to the rights of the Publishers granted by this clause. 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 between the parties hereto in proportions to be mutually agreed.

OTHER ROYALTY ITEMS

- I. The following royalty rates, rather than the rate specified in paragraph 3, shall apply with respect to the following sales and uses of the Work, and sales of these types shall not be included in the calculation of royalties due under paragraph 3:
- (1) Licenses of Subsidiary Rights/Permission Grants: 50% of the net amount received by us from (a) any license we grant permitting a third party to publish and sell or otherwise commercially exploit a version of the Work or portions of the Work, in any format or medium, where we have no involvement in modifying, enhancing, or marketing the Work or portions of the Work for or with such third party; or (b) any permission we grant to a third party allowing the third party to use or quote portions of the Work for use in the third party's publication. These rights include but are not limited to rights to Adaptation, Abridgement, Translation, Anthology and Quotation, Book Club, Reprint, Electronic, Paperback etc.
 - (2) Other Uses: If we exercise (alone or with others) or dispose of a particular right for which a royalty or other compensation to you is not otherwise provided in this Agreement or any addendum or amendment to it, you will receive compensation equal to our good faith determination of the fair market value to the Author/Institution of any such exercise of rights by us (alone or with others), or our good faith

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determination of the Author's/Institution's fair market share of any net amount we receive from such disposition to others.

ACCOUNTING

- J. (1) For uses of portions of the Work, including in a collective work or derivative work, including custom editions, and for sales of the Work as part of a package together with other works, or in electronic products or transmissions incorporating other works (collectively, a "Collection"), we will determine the net cash received for the Work on which the applicable royalty will be paid by allocating to the Work that portion of the proceeds for the Collection which we determine to be the proportionate value of the Work to the entire Collection.
- (2) If the balance due you for any settlement period is less than Rupees One Thousand Five Hundred Only (Rs.1500/-), we may make no accounting or payment until the next settlement period at the end of which the cumulative unpaid balance equals at least Rupees One Thousand Five Hundred Only (Rs.1500/-).
- (3) We may deduct from any amounts due you under this or any other agreement any sum that you may owe us under this or any other agreement.
- (4) No royalties or other payments will be due to you with respect to any copies of the Work, or any part of the Work, we furnish to others, or post on-line, for the purpose of promotion, publicity, or any other similar purpose that the Publisher deems appropriate, or for any copies of the Work, or any part of the Work, we sell at a price below manufacturing cost plus royalties, or for any not-for-profit publication, recording, photographing, microfilming, and creation of special editions, in Braille or other media, for use by or sale to the physically, mentally, or visually handicapped or disabled.
- (5) We will maintain relevant records with respect to any royalty statement we provide to you under this Agreement for a two-year period from the date of the statement. Royalty statements will be final and binding upon you unless, within two years from the date of the statement, you object to such statement in a writing that states the specific objection and the basis for such objection.
- (6) Should you receive royalties on copies of the Work sold by us, but subsequently returned or not paid for, we may deduct the amount of such royalties from any sums which may become due to you under this Agreement, or any other agreement for the time being in force between the parties hereto.
- (7) If we feel, that there is a risk that a substantial quantity of copies being returned or not paid for, we may temporarily withhold a reserve of twenty five per cent against royalties attributable to such copies.
- (8) For the purpose of calculating amounts due to you under this Agreement where the sum received is denominated in a currency other than Indian Rupees, that amount shall be converted into Indian Rupees at the exchange rate value for the month in which the sales are made which rate shall be the Financial Times rate prevailing on the last day of the month prior to the month in which such sales are made.

TAX, DUTY OR OTHER SIMILAR LEVY

- K. We may deduct from any amount due to you under this agreement, or any other agreement for the time being in force between us, any sum that we are or may be under an obligation to deduct or withhold in respect of any tax, duty or other similar levy.

DISCOUNTING PUBLICATION/REMAINDER

- L. If the Publisher decides that continued publication of the Work in any or all particular forms or media is unwarranted, the Publisher may discontinue or suspend such publication, and destroy such copies of the Work without liability to you, and without prejudice to other rights the Publisher has in the Work or any

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then-existing license or other arrangement and the Publisher's royalty-free right to continue to use and permit the use in other works of any of the Work's illustrations or other artwork authored or rendered in part by the Publisher or another party retained by the Publisher.

Should it be desirable in the opinion of the Publisher to dispose of copies of the Work as a Remainder at a reduced price, which is left to the judgment and discretion of the Publisher, the current royalties on such sales shall be calculated on the Sum Received from such sales, except that where copies are sold at cost or less that cost no royalty shall be payable. The Publisher shall give the Author/Institution twelve free copies of the Work under this clause and the first opportunity for a period of six weeks from the date of notifying the Author/Institution that the Work is to be disposed of as a Remainder to purchase copies at the said reduced price. The Publishers undertake not to dispose of copies of the Work as a Remainder within a period of twelve months from the date of first publication.

COMPETING PUBLICATIONS

- M. During the term of this Agreement, you agree not to write, print or publish or cause to be written, printed or published or agree to publish or furnish to any other publisher any work on a similar subject, of a character that might, in the Publisher's judgment, conflict or interfere with the Publisher's sale, distribution, or use of the Work under this Agreement.

ENTIRE AGREEMENT, AMENDMENTS, WAIVERS AND NOTICE

- N. This Agreement, together with any Addenda and Exhibits) annexed to it, constitutes the entire understanding of the parties relating to its subject matter superseding any prior written or oral agreement between them and shall not be changed or amended in whole or in part except by a statement in writing signed by the parties. No waiver or breach of any term or condition of this Agreement shall be deemed a waiver of any other term or condition or any later breach. No course of dealing between the Publisher and the Author/Institution and no delay or failure of a party in exercising any rights shall operate as a waiver of that party's rights. Publication and payments to the Author/Institution shall not constitute or imply any waiver of the Author's/Institution's warranties or obligations or the Publisher's defenses, rights, or remedies. Any correspondence in regard to this Agreement should be made to the Publisher's Head Office.

SEVERANCE

- O. In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, void able, illegal or otherwise unenforceable or indications of this are received by either of the parties from any relevant competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Publishers it may be severed from this Agreement and in either event the remaining provisions of this Agreement shall remain in full force and effect. It is hereby agreed between the parties that in validity or unenforceability of any part of the Agreement shall not affect or prejudice the validity or enforceability of the remainder.

INTERPRETATION, HEIRS, ASSIGNS

- P. This Agreement is binding on the parties, their heirs, successors, permitted assigns, and personal representatives. The Author/Institution may not assign this Agreement or delegate any duty under this Agreement without the prior written consent of the Publisher, and any such assignment is null and void. The Publisher may assign any benefit or transfer, delegate or sub-contract any of their duties and obligations under this Agreement. Because you will receive royalties on the net cash received from end sales by our affiliates, all intra company transactions between us and our affiliates relating to the Work shall not be subject to any royalties. If we assign this Agreement as a whole and transfer any inventory to the assignee in connection with that assignment, the assignee will assume the obligation for royalties on sales of the Work thereafter, and no royalties will be paid by us in connection with the assignment of rights or inventory transfer to the assignee.

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JOINT AUTHORS

- Q. If there are multiple authors for this Agreement, all authors are collectively referred to as "the Author" or "you." Multiple authors will be deemed to share equally in the royalties and expenses arising under this Agreement, unless different shares are specified next to the authors' names and signatures, or until written notice to the contrary, signed by all authors, has been actually received by us.

The rights, obligations, and liabilities of the Author are joint and several, but we may exercise any or all of our rights and remedies with respect to the authors individually or collectively. If any author does not perform the obligations required, the Publisher shall have the right to proceed with the other authors) without obligation to the non-performing author.

FORCE MAJEURE

- R. If by reason of force majeure the Publisher shall be delayed or prevented from publishing the Work then such delay or non-performance shall not be deemed a breach of this Agreement and the Publisher's liability to the Author/Institution shall be limited to any advance payments received by him/her. For the purpose of interpretation "Force majeure" shall include, without limitation, changes in the curriculum syllabus within the education system. Neither party shall be liable or deemed to be in default for any delay in failure or performance under this Agreement resulting, directly or indirectly from acts of God, civil or military, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, exclusions, earthquakes, floods, the elements, strikes, labour disputes, shortages of labour or transportation or any causes beyond the reasonable control of such party. The party unable to fulfil its obligations shall immediately give notice in writing of this to the other party and shall do everything in its power to resume full performance of its obligations as soon as possible. If the period of incapacity exceeds two months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

PARTIES' RELATIONSHIP

- S. This Agreement shall not operate to constitute the Author/Institution as an agent or representative of the Publisher and the Author/Institution shall have no power or authority to incur any obligation of any nature express or implied on behalf of the Publisher and shall not bind or pledge the credit of the Publisher or attempt or purport to do any such thing.

CONFIDENTIALITY

- T. You agree to keep confidential and not make use of or disclose to any person whomsoever any confidential information relating to the Publisher or their customers or any of their respective trade or technical secrets or the terms of this Agreement during or after the expiry of the term of this Agreement except to your authorized legal and financial representatives with a need to know and then only for purposes of representing your interests under this Agreement.

HEADINGS

- U. All titles, subject headings, and similar items set forth in this Agreement are for the purpose of reference and convenience only and are not intended to be inclusive, to be definitive, or to affect the meaning, content, or scope of this Agreement.

RIGHT OF FIRST REFUSAL

- V. The Author/Institution grants to the Publisher an exclusive option to publish the Author's/Institution's next work. The Author/Institution shall deliver a written proposal for the new work to the Publisher, and the Publisher shall have 60 days to give written notice to the Author/Institution as to whether the Publisher will exercise the option.

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A handwritten signature in blue ink, appearing to be 'JW' or similar, written over a horizontal line.



ARBITRATION

- W. Any dispute or difference of any kind whatsoever which arises or occurs between the parties in relation to anything or matter arising under, out of, or in connection with this Agreement shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.

TERMINATION

- X. The Publisher shall be entitled to terminate this Agreement forthwith if the Author/Institution commits a breach of any of the terms and conditions of this Agreement. The termination of this agreement for whatever reason shall be without prejudice to any claims or rights of actions accrued prior to termination to either party against the other.

GOVERNING LAW

- Y. This Agreement shall be governed by and construed in accordance with the Laws of India.

JURISDICTION

- Z. The parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of New Delhi and any Appellate Court thereof in any action or proceedings arising out of or relating to this Agreement.

Initials.....

A handwritten signature in blue ink, appearing to be 'JG' or similar, written over a dotted line.