

# MEMORANDUM OF AGREEMENT

made this ..... day of ..... 20.....

Between ..... of ..... (hereinafter termed the Publishers) of one part and ..... of .....

5 (hereinafter termed the Proprietors) of the other part

WHEREAS the Proprietors are the proprietors of a work entitled: ..... (hereinafter termed the Work),

## NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Subject to the terms detailed in this Agreement, the Proprietors hereby grant to  
10 the Publishers the exclusive licence to produce and publish a single printing of  
10,000 copies only of the Work in paperback form in the English language under the  
Publishers' own imprint<sup>1</sup> (hereinafter termed the Licensed Edition) for sale  
throughout ..... only. This restricted circulation is to be clearly indicated on  
the outside of the cover and on the reverse of the title page<sup>2</sup> of the Licensed Edition  
15 by the following words: "Licensed for sale in ..... only; not for export."
2. This agreement shall not come into effect until the Proprietors have received the  
(advance) payment detailed in Clause 9 hereof.
3. The Publishers shall produce the Licensed Edition at their own expense. They  
shall cause it to be reproduced faithfully and accurately and shall not abridge,  
20 expand or otherwise alter the Work, including illustrations where applicable,  
without the prior written consent of the Proprietors.
4. Should the Publishers fail to issue the Licensed Edition within 12 months from  
the date of this Agreement all rights granted under this Agreement shall revert to  
the Proprietors without prejudice to any monies paid or due to the Proprietors.
- 25 5. The Proprietors hereby warrant to the Publishers that they have the right and  
power to make this Agreement and that according to English law the Work will in  
no way whatever give rise to a violation of any existing copyright, or a breach of  
any existing agreement and that nothing in the Work is liable to give rise to a civil  
prosecution or to a civil action for damages or any other remedy and the Proprietors  
30 will indemnify the Publishers against any loss, injury or expense arising out of any  
breach of this warranty.
6. The Licence hereby granted to the Publishers shall not be transferred in whole or  
in part or extended to include any other party nor shall the Licensed Edition appear  
under any imprint other than that of the Publishers, except with the prior written  
35 consent of the Proprietors.
7. The Licence herein granted shall continue for a period of five years from the date  
of first publication by the Publishers of the Licensed Edition and thereafter may be  
subject to renewal by mutual agreement between the parties hereto.
8. If any difference shall arise between the Proprietors and the Publishers touching  
40 the meaning of this Agreement or the rights and liabilities of the parties hereto, the  
same shall be referred to the arbitration of two persons (one to be named by each  
party) or their umpire, in accordance with the provisions of the Arbitration Act 1996  
or any subsisting statutory modification or re-enactment thereof, provided that any  
dispute between the parties hereto not resolved by arbitration or agreement shall be  
submitted to the jurisdiction of the English courts.

1 a publisher's trademark

2 usually the first page in the book

## Part A

- 1** What kind of publication does this licence agreement permit the Publishers to produce?
- 2** When does the agreement come into effect?
- 3** Can the Publishers make any changes to the original version?
- 4** What assurances do the Proprietors give that there will be no legal problems with copyright?
- 5** If the licence is to be extended to other parties, what must be done?
- 6** Can the licence be renewed by only one party?
- 7** What action must be taken if there is a dispute about the agreement?
- 8** In the worst case, what will happen if the parties cannot agree?

A1	
A2	
A3	
A4	
A5	
A6	
A7	
A8	

Part B

- 1 Is there any reference to payment in the agreement? If so, which clause is it in?
- 2 What do *they* and *it* refer to in lines 18–19?
- 3 What is meant by *this warranty* in line 31?
- 4 What are *the rights and liabilities* of the parties in line 40?
- 5 What does *the same* refer to in line 40?
- 6 What is an *umpire*, as referred to in line 42?
- 7 Is there any difference in the text in clause 8 between *difference* and *dispute*?
- 8 What two phrases are used to show that the 1996 Act may be changed in the future?

B1	
B2	
B3	
B4	
B5	
B6	
B7	
B8	

Part C

Match these legal terms from the licence agreement with their definitions.

- |   |   |
|---|---|
| 1 memorandum                            | a) give   |
| 2 hereinafter termed                    | b) change   |
| 3 subject to                            | c) written record                                   |
| 4 grant                                 | d) limited to                                       |
| 5 exclusive                             | e) so-called in the agreement after this definition |
| 6 come into effect                      | f) depending on                                     |
| 7 abridge, expand, alter                | g) return to  |
| 8 prior written consent                 | h) concerning the interpretation                    |
| 9 revert to                             | i) breaking the law of authors' rights              |
| 10 without prejudice to any monies paid | j) legal authority                                  |
| 11 hereby warrant                       | k) guarantee  |
| 12 right and power                      | l) will be sent                                     |
| 13 violation of copyright               | m) regardless of any payments made                  |
| 14 touching the meaning                 | n) will be applied                                  |
| 15 shall be submitted                   | o) previous written permission                      |

Part D

Replace the underlined items with words and phrases from the text that have a similar meaning.

- 1 This agreement is issued by the owners of the rights. [REDACTED]
- 2 The terms are described in this agreement.
- 3 Publishing this book will certainly not cause any legal difficulties for either party.
- 4 The Proprietors will protect the licence holder against any expense.
- 5 The agreement may not be altered to involve any other person.

D1	
D2	
D3	
D4	
D5	