

Publication Agreement

This Publication Agreement (the “**Agreement**”) is entered into as of the date first executed below (the “Effective Date”) between Bhaktivedanta Research Center (the “**Editor**”), with principal offices at 110A, Motilal Nehru Road, Kolkata 700029 West Bengal, India, and Mandala Publishing (the “**Publisher**”), with principal offices at 800 A Street, San Rafael, CA 94901 with reference to the works listed in Exhibit A (Each a “**Work**” together the “Works”).

The parties agree as follows:

1. DEFINITIONS

- a. “**Author Rights of Publicity**” means the Work’s author’s name, likeness, photograph, image, voice, signature, biographical data, unique characteristics, persona rights, and other personal elements that make up his or her public image.
- b. “**Edition**” means a Work as published in any content, length, and format. If a Work is materially revised or redesigned in any manner, including length or content, then that Work as revised shall be considered a new Edition of that Work.
- c. “**Co-Edition**” means finished print copies of a Work sold by Publisher to third-party publishers for distribution and resale under the third-party publisher's imprint under a license between Publisher and the third-party publisher.
- d. “**Electronic Media Rights Territory**” means throughout the world.
- e. “**Net Amounts Received**” means amounts collected by Publisher less applicable taxes, any software developer’s commission or fee, and any platform owner’s commission or fee.
- f. “**Net Copies Sold**” means any sales made by Publisher less returns, review copies, Editor copies (whether free or purchased by Editor), sales of overstock below cost and copies dispensed for promotional purposes.
- g. “**Net Receipts**” means monies actually received by Publisher from each sales invoice value of net copies of the Works after the deduction of taxes, shipping costs paid by customers, customers’ insurance, bad debts, currency exchange fees or discounts, third party distribution fees and any costs of collection.
- h. “**Net Revenues**” means monies actually received by Publisher net of taxes or agent’s commissions, if applicable.
- i. “**Publisher Exercises of Subsidiary Rights**” means all exercises of any of the Subsidiary Rights directly by Publisher (as opposed to Publisher license of Subsidiary Rights to third parties).
- j. “**Subsequent Volumes**” means any work continuing or relating to a Work, including but not limited to sequels.
- k. “**Subsidiary Rights**” means periodical or newspaper publication prior to book publication; periodical or newspaper publication following book publication, including syndication

rights; calendar publication; foreign editions and foreign-language publication (excluding foreign Co-Editions); verbatim and summarized electronic reproduction, including but not limited to the right to reproduce a Work for promotional purposes; excerpts, quotations, permissions, condensations, and anthology rights; exhibition rights; and adaptations and other derivative works in film, television, and video games.

- l. **“Territory”** means worldwide.
- m. **“Third Party Exercises of Subsidiary Rights”** means all licenses or grants of Subsidiary Rights from Publisher to third parties.
- n. **“Visual Assets”** means all art, illustrations, photographs, drawings, and other images to be incorporated into a Work.

2. GRANT OF RIGHTS

- a. **Publication of Work.** Editor grants to Publisher, its successors, co-publishers and assigns, during the full terms of copyright and all renewals and extensions thereof, exclusive right to publish, reproduce and sell the Works in book form in all languages in the Territory. Additionally, Editor grants exclusive right to Publisher to exercise and grant to third parties the rights to the Works in all languages throughout the world and all other rights specified in this Paragraph.
- b. **Publication of Subsequent Volumes.** Editor grants to Publisher, its successors, co-publishers and assigns, during the full terms of copyright and all renewals and extensions thereof, exclusive right to publish, reproduce and sell any and all Subsequent Volumes of the Works in all languages in the Territory.
- c. **Additional Editions.** Publisher may create additional Editions of the Works, including but not limited to a limited edition, an audio edition, an abridged edition, or an electronic edition (i.e. “e-book”).
- d. **Subsidiary Rights.** Editor grants to Publisher, its successors, co-publishers and assigns, during the full terms of copyright and all renewals and extensions thereof, exclusive right to exercise and authorize others to exercise the Subsidiary Rights in the Work in all languages throughout the world.
- e. **Manner of Advertising and Promotion.** Publisher has the right to determine the time, place, method, and manner of advertising, promotion, and other exploitation of the Works.
- f. **Author Rights of Publicity.** Editor grants to Publisher the perpetual, royalty-free, worldwide right to use the Author Rights of Publicity in connection with any Editions of a Work written by that author, including in connection with advertising, marketing, publicity, and promotion for that Work, merchandise offered in connection with that Work, in any medium now known or hereinafter devised or created, and may extend these rights in connection with grants of the Subsidiary Rights made by Publisher. Editor grants Publisher the right to sublicense the Author Rights of Publicity granted to Publisher.

3. EDITOR'S DUTIES

- a. Editor shall contract with each author listed in the description of the Work in Exhibit A to complete all tasks of authorship for that Work. No other authors may be added or substituted for Writer except upon mutual agreement of the Publisher and Editor.
- b. Editor shall manage, supervise and communicate with the Works' authors to develop appropriate material of high quality for the Work and to meet the deadlines set forth herein; and to keep Publisher advised as to the progress and status of the Work.
- c. Editor shall review and evaluate the draft manuscripts of each Work.
- d. Editor shall deliver to Publisher, by the Final Manuscript Deadline specified in Exhibit A, all materials comprising the complete and fully edited manuscript for the Work (the "**Final Manuscript**").
- e. Editor shall prepare and submit to Publisher, on or before a date to be designated by Publisher, a bibliography, table of contents, introduction, preface, or similar matter ("front matter" and "back matter") as Publisher may deem necessary for inclusion in the Work. At the sole discretion of Publisher, Editor shall use commercially reasonable efforts to cooperate and assist with preparation of some or all front matter and back matter instead of delivering same.
- f. Editor shall deliver to Publisher, by the Final Manuscript Deadline specified in Exhibit A, all Visual Assets. Editor shall deliver illustrations and photographs in a form suitable for reproduction. Subject to the mutual agreement of Editor and Publisher, Publisher may acquire and/or prepare and include in the Work additional art, illustrations, photographs, drawings, and other materials not provided by Editor.
- g. If releases or permissions from third parties are required for the Visual Assets or any other material provided by Editor to Publisher for inclusion in the Work, Editor, at its own cost, shall obtain such releases and permissions, in form acceptable to Publisher, and deliver them to Publisher, by dates set in a schedule to be included in an addendum to this Agreement.

4. EDITING AND PROOFS

- a. Editor shall edit and copyedit the Work in accordance with its standards of punctuation, spelling, capitalization, and usage. Publisher may copyedit the Work for clarity, accuracy, grammar, usage, and conformity of style and presentation as Publisher deems appropriate.
- b. Publisher's designer shall meaningfully consult with Editor on the design of the Work, the illustrations, and the text. Notwithstanding the foregoing, Publisher shall make all final decisions regarding the content of Work in its sole discretion.

5. PUBLICATION

- a. Publisher shall publish the Work in such style and manner as Publisher deems appropriate within twenty-four (24) months from the date of the delivery of the Final Manuscript,

provided Editor has responded in a satisfactory way to any requests made under Paragraph 20.f (“Approvals”). Publisher shall determine all details of publication, including manufacture, format and design, distribution, pricing, advertising and promotion and distribution of free copies for the book. Editor shall have the right of consultation on matters of format and design.

- b. Publisher shall give Editor copies of each of Publisher’s editions of the Works on publication, as follows: five (5) copies of the US trade edition. Editor may purchase additional copies of Publisher’s Editions for personal use but not for resale, purchasing those copies directly from Publisher at a discounted price of fifty percent (50%) off Publisher’s suggested list price, royalty free, in nearest case lots, subject to availability. Editor shall pay all shipping charges for gratis copies and additional copies purchased by Editor.

6. INTENTIONALLY OMITTED

7. ROYALTIES

- a. Publisher shall pay to Editor royalties on copies of Work as set out in and according to the schedule in Exhibit B under the heading “Royalty Payments.” The royalty schedule in Exhibit B applies to any and all Editions of the Work sold by Publisher, including any potential future editions, and including but not limited to paperback editions, hardcover editions, custom editions for premium or special use or direct sale to consumers (such as book club or subscription box editions), abridged editions, reformatted editions, deluxe editions, large print editions, and promotional reprint editions.
- b. Each Work and each Edition of each Work shall be individually accounted.
- c. No royalties shall be paid on copies given to or sold to Editor, given away to promote sales, donated charitable institutions, sold at or below the cost of manufacture, or that are damaged or destroyed.

8. PAYMENTS FOR EXERCISES OF SUBSIDIARY RIGHTS

- a. Publisher shall pay to Editor amounts on Third Party Exercises of Subsidiary Rights as set out in and according to the schedule in Exhibit B.
- b. Publisher shall pay to Editor amounts on all Publisher Exercises of Subsidiary Rights as set out in and according to the schedule in Exhibit B.

9. INTENTIONALLY OMITTED

10. INTENTIONALLY OMITTED

11. ACCOUNTING

- a. Following first publication of a Work by Publisher, Publisher shall provide an accounting of all of Editor’s earnings for sales of that Work under the terms of this Agreement, accompanied by payment of amounts due on such accounting, to be rendered no later than

April 1 and October 1 of each year for the periods ending the preceding December 31 and June 30, respectively.

- b. Royalty payments less than two hundred and fifty dollars US (\$250.00) will not be issued, but will be carried forward to the next accounting period.
- c. Publisher may retain a reserve of up to thirty-five percent (35%) against returns for each Work on any accounting statement, provided the amount of the reserve held is clearly indicated and provided the next statement clearly indicates how such reserve has been applied. Any reserve held shall be related to actual sales and returns of the Work during the accounting period for which the reserve is held and Publisher's reasonable expectation of sales and returns at the time the accounting statement for such period is prepared. On the subsequent accounting statement the previous statement's reserve shall be released. On request, Publisher shall provide a written explanation of any reserve.
- d. Payments for monies owed to Editor by Publisher hereunder shall be made via check. If Editor prefers to be paid via wire transfer, each transfer shall incur a charge of twenty-five dollars US (\$25.00) that shall be deducted from the payment.

12. PROMOTION

- a. Publisher shall use reasonable efforts to promote the sale of the Work to at least the same extent as it promotes any other work containing material of a similar kind.
- b. Editor shall facilitate outreach related to the Work, and shall assist with securing contributions and interviews. Editor shall promote the Work through representing galleries and agents, web and social network sites.

13. WARRANTIES

Editor warrants to Publisher that:

- a. Editor is the sole owner of the rights granted in this Agreement, has not assigned, pledged or otherwise encumbered them, and has the right and authority to grant those rights to Publisher and to enter this Agreement.
- b. Editor shall adequately and completely compensate the authors for all services provided.
- c. The Works are original work, have never before been published in whole or in part in any form, is not in the public domain in any country, and do not infringe any copyright or any other proprietary or personal right.
- d. The Works contains no material that is defamatory, violates any person's right of privacy or publicity, or is unlawful.

14. INDEMNITIES

- a. Editor shall indemnify, defend, and hold harmless Publisher from any loss, damage, expense (including reasonable attorneys' fees), recovery or judgment arising from any

breach or alleged breach of any of the warranties in Paragraph 13 (“Warranties”).

- (1) Each party shall promptly inform the other of any claim made against either which, if sustained, would constitute a breach of any warranty made by Editor to Publisher in this Agreement. Publisher shall defend any such claim made against Publisher with counsel of Publisher’s selection. Editor shall fully cooperate with Publisher in such defense at no cost to Publisher and may join in such defense with counsel of Editor’s selection at Editor’s expense. Each party shall keep the other party informed of any material developments in such actions or proceedings
 - (2) Without limiting the foregoing, if a third party brings an infringement claim or, in Publisher’s reasonable belief, is likely to be asserted, Publisher may discontinue publication of the infringing Work.
 - (3) Publisher may withhold payments due to Editor under this Agreement to cover Editor’s obligations under this Paragraph.
- b. Editor shall be responsible for any claims made against any third party to which Publisher grants Subsidiary Rights to the Work to the same extent as Editor is responsible to Publisher under the indemnification provisions of this Agreement.
 - c. Editor’s warranties and indemnities do not extend to any material added to the Works by Publisher or a third party.
 - d. Editor’s warranties and indemnities shall survive the termination of this Agreement.

15. INTENTIONALLY OMITTED

16. COPYRIGHT

- a. Publisher shall arrange for the following text copyright notice to appear in all copies of the Work it issues and in any licensed edition:

Copyright © [year of publication] [Bhaktivedanta Research Center]

- b. Publisher may register the copyright in any textual or illustrative material prepared for the Work by Publisher at its expense as Publisher deems appropriate.
- c. All references to copyright in this Agreement shall reflect any amendment made after the date of this Agreement in the copyright laws of the United States, in any international copyright convention or in the copyright laws of any other country within the Territory. Both parties shall execute such documents as may be necessary to effectuate copyright to the Work in accordance with this Agreement.
- d. In the event of any infringement of the copyright to a Work, Publisher may in its sole discretion employ such remedies as it deems advisable and may name Editor a co-plaintiff in any litigation Publisher may commence. Publisher shall bear the entire expense of any such litigation. Any recovery shall be applied first to reimburse Publisher for its costs and expenses, including attorneys’ fees; the balance shall be divided between Editor and

Publisher as follows: that portion which is based on actual damages shall be divided in proportion to the losses from such infringement suffered by each, and that portion which is based on the infringer's profits, statutory damages or punitive damages shall be divided equally.

17. EDITOR'S RIGHTS OF TERMINATION

- a. If a Work is out-of-print and Publisher receives from Editor a written request for a reversion of rights, Publisher shall within six (6) months of Publisher's receipt of such request do one of the following: (i) announce that it will reissue an edition of that Work under one of its imprints within one (1) year from the date of the request; or (ii) enter a license providing for the publication of an edition of that Work within one (1) year from the date of the license; or (iii) revert in writing to Editor the rights granted to Publisher to that Work in this Agreement. (If Publisher does announce that it will reissue an edition of a Work but has not reissued an edition one (1) year after Publisher's receipt of a request for reversion, the rights to that Work shall on such date automatically revert to Editor.)
- b. Any reversion shall be subject to grants of rights made to third parties prior to the date of the reversion and the right of Editor and Publisher to participate in the proceeds from such grants.
- c. A Work shall be considered out-of-print if no edition is available for sale through ordinary channels of trade from the order fulfillment department of Publisher or a licensee of Publisher and no license is in effect which provides for the distribution of an edition of the Work through ordinary channels of trade within twelve (12) months from the date of Editor's request for a reversion.

18. PUBLISHER'S RIGHTS OF TERMINATION

- a. Publisher may terminate this Agreement with written notice to Editor if Editor breaches any of Editor's warranties to Publisher. Publisher's right to terminate under this clause shall be without prejudice to any of Publisher's available legal rights and remedies.
- b. If Editor does not deliver a manuscript or Visual Assets of sufficient quantity, quality, and content to Publisher by the agreed due dates set out in Paragraphs 3.a through 3.e above ("Delivery of Materials"), Publisher, may, at any time thereafter, serve a written notice upon Editor requiring Editor to deliver complete and satisfactory manuscript and Visual Assets. If Editor does not comply within thirty (30) days of the giving of notice, Publisher may thereafter either terminate this Agreement, or terminate this Agreement in respect to the Work for which an unacceptable manuscript was delivered, at any time by written notice. If Publisher serves such a written notice of termination, this Agreement, or the portion of the Agreement in respect to the Work for which an unacceptable manuscript was delivered, shall terminate as of the date of the notice. If Publisher terminates this Agreement as provided in this subparagraph, Editor may not publish a work including or based on the manuscript developed under this Agreement, or enter into an agreement to publish it, for at least one (1) year from the effective date of termination unless Editor first offers in writing to reinstate this Agreement, which offer shall remain open for a period of thirty (30) days after its receipt by Publisher, and Publisher declines that offer.

19. EFFECT OF TERMINATION

A termination for any reason under either of the two preceding Paragraphs or otherwise shall not prejudice:

- a. payment of any sums due from either party to the other,
- b. any rights of Publisher or its licensees under existing agreements concerning a Work, but which Publisher shall not have the right to extend or renew, or
- c. the right of Publisher to continue to sell any copies of a Work that exist on the termination date for twelve months.

20. FORCE MAJEURE

The failure of Publisher to publish or reissue a Work shall not be a breach of this Agreement or give rise to any right of termination or reversion if such failure is caused by restrictions of governmental agencies, labor disputes, inability to obtain materials necessary for manufacture of a Work or any other reason beyond Publisher's control; in the event of delay from any such cause, the publication or reissue shall be postponed for a period of time reasonably related to such cause.

21. GENERAL PROVISIONS

- a. **Editor to Maintain Copy of Manuscript.** Editor shall keep at least one digital copy of the manuscript for the Works and any other materials submitted to Publisher under this Agreement. Editor agrees to make and maintain copies of all submitted documents, including manuscript, front matter, back matter, or any other documents or materials provided by Editor to Publisher.
- b. **Loss or Damage to Manuscript.** Publisher shall not be responsible for the loss of or damage to any manuscript or other materials submitted by Editor except in the event of its negligence or intentional misconduct.
- c. **Taxes.** If Publisher is required by law to withhold and pay to any U.S. or foreign government taxing authority any portion of amounts due Editor under this Agreement, such payments shall be deducted from the amounts due Editor hereunder. If any foreign taxes, bank charges or agents' commissions are imposed on any payments due Publisher from the exercise of any right granted in this Agreement, such amounts shall be deducted from the amounts due to Editor hereunder.
- d. **Currency.** All monies due hereunder this Agreement shall be in United States dollars.
- e. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors or administrators and assigns of Editor and the successors and assigns of Publisher and may not be assigned by either without the written consent of the other, with the following exceptions. Editor may assign Editor's right to receive payment under this Agreement upon written notice to Publisher. Publisher may upon written notice to Editor assign this Agreement to any company that acquires or succeeds to all or a

substantial portion of the assets of Publisher.

- f. **Approvals.** If under any provision of this Agreement, Publisher is required to obtain Editor's approval; such approval shall not be unreasonably withheld or delayed. If Publisher fails to receive a response from Editor within such time as Publisher may reasonably designate to accommodate its schedule for publication, promotion or the exercise of rights when any approval is requested, the approval requested shall be deemed granted.
- g. **Choice of Law.** Regardless of its place of physical execution or performance, the provisions of this Agreement shall in all respects be construed according to, and the rights and liabilities of the parties hereto shall in all respects be governed by the laws of the State of California without regard to or application of choice of law rules or principles.
- h. **Jurisdiction and Disputes.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall take place at the American Arbitration Association's San Francisco office. The Parties consent to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available. Each side shall bear its own costs.
- i. **Captions.** The caption headings of this Agreement are inserted for convenience only and are without substantive effect.
- j. **Payment Information.** All sums due and owing under this Agreement shall be paid to Bhaktivedanta Research Center at the following address unless Publisher is otherwise notified in writing:

110A, Motilal Nehru Road
Kolkata 700029 West Bengal
India
- k. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.
- l. **Entire Agreement.** This Agreement contains the entire understanding of Editor and Publisher with reference to the Works; there are no warranties other than those expressly stated in this Agreement. No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach shall be deemed a waiver of any later breach. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected.

Each party is signing this Agreement on the date stated opposite that party's signature.

Signatures

By:

Raoul Goff, Publisher

Date

By:

NAME, Editor

Date

Exhibit A – Works and Manuscript Delivery Dates

Maharasa Manjusa: Sacred Poetry of the Divine Dance

Author: AUTHOR NAME

Final Manuscript Deadline: DATE

Ultadanga Junction Road

Author: AUTHOR NAME

Final Manuscript Deadline: DATE

Swalita Jivani

Author: AUTHOR NAME

Final Manuscript Deadline: DATE

Bhativinode Songbook

Author: AUTHOR NAME

Final Manuscript Deadline: DATE

Additional titles may be added to this Agreement through the mutual agreement of the parties.

Exhibit B - Payments

Royalty Payments

On each Edition of each Work sold by Publisher (except as otherwise provided herein), Editor's account shall be credited on Net Copies Sold ten percent (10%) of Publisher's Net Receipts.

Co-Editions: ten percent (10%) of Publisher's Net Receipts.

e-Book Editions: twenty-five percent (25%) of Publisher's Net Receipts.

Audio Book Editions: ten percent (10%) of Publisher's Net Receipts.

Subsidiary Rights

Third Party Exercises of Subsidiary Rights: Publisher shall pay to Editor twenty-five percent (25%) of Net Revenues from Third Party Exercises of Subsidiary Rights.

Publisher Exercises of Subsidiary Rights: Publisher shall pay to Editor twenty-five percent (25%) of Publisher's Net Receipts from all Publisher Exercise of Subsidiary Rights.