

AUTHOR'S /WRITER'S CONTRACT FOR MULTIDIMENSIONAL PUBLICATIONS

This Agreement is entered into and is effective as of the _____ day of _____ 2018 to 2020 by and between the Multidimensional Publications (“MDP”) and the Author indicated below.

Whereas, the MDP is the publisher of (Multidimensional Publications) and regularly seeks Books / articles, letters to the editor, and other content to be published therein; and

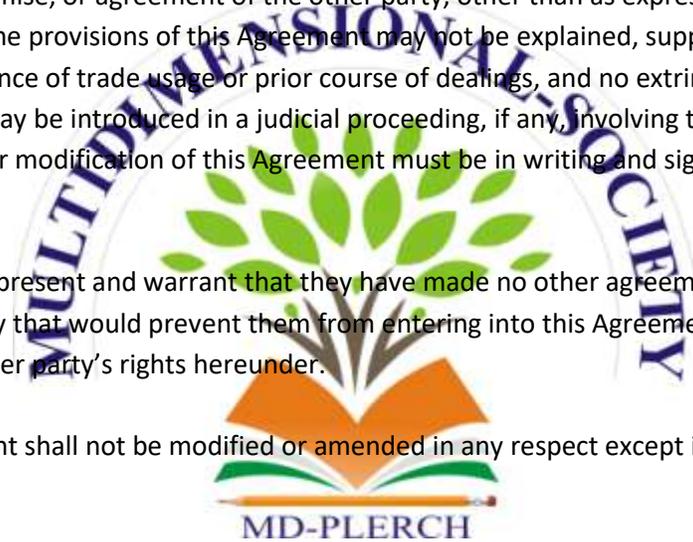
Whereas, the Author has composed or will compose books / article, letter to the editor, or other content (the “books / articles”) and desires the Multidimensional Publisher.

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- ✓ The Author represents and warrants that the Article is an unpublished original Article created solely by the Author that has not been submitted to any third party for publication. Further, the Author represents and warrants that the Article does not infringe on any third-party copyright or any other property or legal rights of another, does not contain matter that is defamatory, and does not reproduce any textual or graphic material that is the property of another for the use of which permission is required.
- ✓ The Author hereby grants to the MDP a royalty-free, non-exclusive license to use, make, reproduce, distribute, perform, display and create derivative works from the Article, including translation(s) into other languages, in whole or in part, in any media now known or later developed, including in publications other than the *Multidimensional Publisher* and in electronic databases, including those maintained by third-party providers of on-line legal information. The Author acknowledges that such grant includes the right to adapt, edit and revise the Books / Article and the Author hereby authorizes such changes. In addition, the Author grants the MDP the right to sublicense to third parties.
- ✓ Title to, ownership of, and all rights and interest in the Article shall remain at all times vested in the Author. However, any re-printing of the Books / Article as it appeared in the MDP shall be governed by the guidelines set forth in Exhibit A, which is expressly incorporated herein and made a part hereof. The MDP agrees not to raise, or cause to be raised, any questions concerning the validity of the intellectual property rights in the Article or any of the rights held by the Author therein. The MDP further acknowledges and agrees that, except for the non-exclusive license granted in this Agreement, the MDP shall acquire no right, title or interest in the Article.
- ✓ The Author agrees to waive and release any claims the Author may have against the MDP, or its respective licensees, successors and assigns, based on or arising from the use of the Article, including any claims for copyright infringement.

- ✓ Notwithstanding the non-exclusive nature of the grant in paragraph 2, the MDP shall have the right to first publication of the Books / Article. The Author shall take no action which would hinder the MDP's right to first publication. Should the MDP fail to publish the Article within 4 months of the MDP's receipt of the finalized Books / Article, the Author may terminate this Agreement upon written notice to the Editor-in-Chief of the *Multidimensional Publisher*.
- ✓ The Author agrees to defend, indemnify and hold harmless the MDP, its directors, officers, employees, agents, successors and assigns against any and all judgments, settlements, penalties, costs and expenses (including attorneys' fees) paid or incurred in connection with claims by any party which arise from the use of the Article under this Agreement, including, but not limited to, suits arising from claims of copyright infringement, libel, plagiarism, defamation, and legal malpractice, but excepting claims arising solely from the negligence or fault of the MDP. The MDP shall have the right, but not the obligation, to participate in responding to or defending against any such claim or suit arising there from. All costs, fees, expenses, damages, judgments or other liability incurred in connection with claims that arise solely from the negligence or fault of the MDP shall be borne exclusively by the MDP. In the event a claim is asserted against the MDP as a result of the Author's alleged breach of this Agreement, the Author shall be promptly notified of same.
- ✓ The MDP shall have the right and authority to initiate and pursue legal proceedings (or not) against persons or entities believed to be infringing the rights granted by Author to the MDP pursuant to this Agreement. Author agrees to cooperate reasonably in the institution and maintenance of such proceedings. Any damages recovered by the MDP in such proceedings shall be applied first toward the MDP's costs and expenses.
- ✓ Author understands, acknowledges and agrees that submission of the Article and execution of this Agreement does not guarantee publication in the MDP and that acceptance of the Books / Article for publication is within the sole discretion of the MDP. In addition, Author understands, acknowledges and agrees that due to space limitations or changes in the law, the Books / Article may require rewrites. Moreover, the MDP reserves the right to change the publication date at any time without providing notice to the Author.
- ✓ Author agrees to allow the staff and editors of the MDP to edit and revise the Article as MDP deems reasonable and desirable in its sole discretion prior to publication in the MDP. As a courtesy only, substantial alteration of the Article shall be subject to review and approval by the Author prior to publication. The MDP shall have sole discretion to determine whether an edit constitutes a substantial alteration. Correction of typographical errors, formatting, grammatical changes, and all minor changes shall be made without Author permission. Author's refusal to allow suggested substantial alteration of the Article shall result in a rejection of the Article. Author knowingly and voluntarily waives all other remedies of any kind whatsoever arising from the rejection of the Books / Article.

- ✓ Upon execution, this Agreement together with Exhibits A and B, which are incorporated herein by reference as though set forth in full, shall constitute the complete, exclusive and final agreement between the MDP, and Author with respect to the Article that is the subject of this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged and superseded by this Agreement.
- ✓ Author agrees to submit the Books / Article in Word format (PDF) via electronic email attachment to the Editor-in-Chief of the *Multidimensional Publisher* (e-mail: multidpublication86@gmail.com) or direct submission on the website (www.multidpublication.in)
- ✓ In entering into this Agreement, neither party has relied upon any statement, representation or warranty, promise, or agreement of the other party, other than as expressly stated in this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or prior course of dealings, and no extrinsic evidence whatsoever may be introduced in a judicial proceeding, if any, involving this Agreement. Any amendment or modification of this Agreement must be in writing and signed by the parties hereto.
- ✓ The parties represent and warrant that they have made no other agreement of any nature with any third party that would prevent them from entering into this Agreement, or that will or may impair the other party's rights hereunder.
- ✓ This Agreement shall not be modified or amended in any respect except in a writing signed by both parties.
- ✓ No act of any party shall be construed to be a waiver of any provision of this Agreement unless such waiver is in writing and signed by the other party. Any such waiver relating to one provision of this Agreement shall not constitute a waiver of any other provision. In the event one or more clauses is unenforceable as a matter of law, the remainder of the contract shall remain in effect.
- ✓ This Agreement shall be construed and interpreted in accordance with the laws of the State of INDIA. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that such action will be brought in the Supreme Court of the State of INDIA for the MDP.
- ✓ The persons signing this Agreement hereby warrant that they have, prior to signing, fully read and understood this Agreement.



The parties have caused this Agreement to be effective as of the date set forth above.

Dated:.....

AUTHOR

By:

Printed Name:.....

By:.....

Editor-in-Chief of the
Multidimensional Publications

